

March 6, 2018
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, March 6th, 2018 at 9:00 AM in the County Commissioner's Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairman Kerkman, with the following board members responding to roll call: Schindler, Jacob, Henery, Schwager, and Kerkman. Chairman Kerkman stated that the open meeting laws are posted on the east wall of the Supervisors' room with more copies available at the County Clerk's Office.

Notice of the meeting was given in advance thereof by publication in the four county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. Agenda for said meeting was sent to all members of the County Board of Commissioners.

Pledge of Allegiance was recited.

Northeast Nebraska RC & D requested the appointment of two (2) people to their board. It has had two (2) vacancies for a good share of time. The RC & D has recommended both John Shively and Ron Marshall. Motion by Commissioner Schwager, seconded by Commissioner Henery to appoint Mr. John Shively and Mr. Ron Marshall to the RC & D Board. They both will serve a three (3) year term. Voting aye: Schwager, Henery, Schindler, Jacob and Kerkman. Nays none. Motion carried.

Correspondence was reviewed: NIRMA Safety Shorts; NDOR Past Due Bridge Inspections and Upcoming Bridge Inspections; Thiele Dairy Concentrated Animal Feeding Operation-Major Modification; VCD Plus Vision Insurance Flyer (no action); Zelle re: Settlement of Nebraska Rail to Trails; Antelope County Planning Commission Meeting Minutes 2/20/2018 Draft; Emergency Management Agency Flyer – Planning for Disaster Recovery; Mark Smith letter of resignation from Antelope County Zoning Board; Center for Rural Affairs regarding renewable energy; Board of Educational Lands and Funds regarding 40 Acres SE¼NW¼ 16-25-8; NE Nebraska Association of County Officials NE District Meeting information; Elgin Volunteer Fire Department 2018; reminder of the Museum luncheon next Tuesday 3-13-2018; Overland Sand & Gravel letter regarding bids; Constellation letter regarding change of address for their main company.

Receipts: \$555.00 Alter Metal Recycling – scrap metal; \$194.90 US Treasury – overpayment of Medicare & SS Tax Withholding.

Madison National Life: During the February meeting it was voted on to cover all full-time eligible employees with a \$5,000.00 Life Insurance Policy and to make available to the eligible employees carrying NACO Major Medical the Long-Term Disability Buy up. Today, the Joinder Agreement is presented to be signed. Motion by Commissioner Schwager, seconded by Commissioner Schindler to have Chairman Kerkman sign the joinder agreement. Voting aye: Schwager, Schindler, Jacob, Henery and Kerkman. Nays none. Motion carried.

**NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST
JOINDER AGREEMENT FOR LONG-TERM DISABILITY INSURANCE**

Antelope County (the "Employer") hereby requests application for participation in National Insurance Services of Wisconsin Insurance Trust (the "Trust") for group long-term disability insurance benefits under a master group policy underwritten by Madison National Life Insurance Company, Inc. (the "Insurer"). The "Group Policy" means only the provisions of the master group policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

A. Administrative

1. Employer:	Antelope County Courthouse 501 Main PO Box 26 Neligh, NE 68756-0227
2. Plan Number:	1232
3. Nature of Business:	Government
4. Frequency of Billing:	Monthly
5. Original Plan Effective Date:	July 1, 2009
6. First Revised Joinder Effective Date:	October 1, 2014
7. Second Revised Joinder Effective Date:	February 1, 2018
B. <u>Class and Benefit Summary</u>	01
Class Number:	
Eligible Class:	All Eligible Employees Participating in NACO <u>BCBS electing the Buy-Up Option</u>
Employer Premium Contribution:	0%
Initial Premium Rate:	0.26% of covered payroll
Initial Premium Rate Guarantee:	29 months until July 1, 2020
Elimination Period:	90 consecutive calendar days
Minimum Hourly Work Requirement:	30 hours per week. Unless otherwise stated in an agreement with the County, Elected Officials are not subject to a minimum hour requirement.
Waiting Period:	None
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
New Employee Eligibility Date:	First of month following or coinciding with date of hire
Minimum Participation Required:	0%
Class Number:	01
Eligible Class:	All Eligible Employees Participating in NACO BCBS electing the Buy-Up Option
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 12 months while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while on Layoff
Definition of Disability:	Zero Day
Own Occupation Period:	24 months following the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	30 calendar days - first 7 days don't extend Elimination Period
Recurrent Disability:	6 months
Predisability Earnings:	Base pay plus Overtime Pay up to 45 hours per week
Maximum Monthly Covered Salary:	\$7,500
LTD Benefit Percentage:	60%
Maximum Monthly Benefit:	\$4,500
Guarantee Issue:	\$0 if participation is less than 15%; \$4,500 if participation is 15% or more
Minimum Monthly Benefit:	\$100 - not payable for the balance of the current term for Elected Officials
Work Incentive Period:	First 12 months of Disability with Work Earnings
LTD Benefit Calculation:	Standard - Non-Contract Day
Social Security Integration:	Full Family
Freeze Type:	No Freeze
Pre-Existing Condition Exclusion:	3 months/12 months
Mental Disorder Limitation:	24 Months unless hospital confined
Substance Abuse Limitation:	24 Months unless hospital confined
Claim Payment Method:	Monthly
Rehabilitation Benefit:	Included

Maximum Benefit Period

Age at Disablement	Benefit Duration
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

C. Payment of Premiums

- Premium Due Date.** Premium is due on the 1st of the month to which coverage for such premium applies (e.g., premium for coverage in October would be due October 1st).
- The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in the Employer's Joinder Agreement.
- The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
- Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
- Premium is due for an Insured Person for each month in which such employee is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
 - If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
 - If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.
- All premiums will be based upon information provided by the Employer in the Census Reports.

D. Changes in Premium Rates.

- Special Circumstances.** The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
 - A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
 - One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification.
 - The premium contribution arrangement for insured employees' changes or varies from that stated in the Employer's Joinder Agreement when issued or last renewed.
 - Plan design changes are requested by the Employer.
 - The Insurer and the Employer mutually agree to change premium rates.
- In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 60 days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.

E. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.

F. Information Required from Employer

- The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
 - At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, annual Pre-disability Earnings as defined under the Group Policy and the amount of coverage.
 - A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
 - Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
 - Occupational information and any other information that may be required to manage a claim.
 - Notification of an Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
 - Notice of any additional eligible employee segment(s).
 - Any other information that may be reasonably required.
- The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.

G. Grace Period and Termination for Nonpayment

- If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
- Grace Period means the 45 days following the Premium Due Date.
- If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
- The Employer is liable for premium for coverage during the Grace Period.

H. Termination for Other Reasons

- The Policyowner may terminate the Group Policy and the Employer may terminate coverage under the Group Policy by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
 - The date stated in the notice; or
 - The Premium Due Date immediately following date the Insurer receives the notice.
- The Insurer may terminate coverage under the Group Policy as follows:
 - On any Premium Due Date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage provided for under Employer's Joinder Agreement.
 - On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
 - On any Premium Due Date by giving the Employer at least 60 days advance written notice.
 - On the date the Employer breaches any part of the Entire Contract.

I. Certificates. The Insurer will prepare Group Long Term Disability Certificates of Coverage setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate of Coverage differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.

J. Agency and Release. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company. The Policyowner, Employer and such individuals have no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy. The Policyowner and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Policyowner or Employer respectively, or any of their respective representatives, agents or employees.

K. Notice of Suit. The Policyowner and Employer shall promptly give the Insurer written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract and Changes

- The Group Policy, the Group Long Term Disability Insurance Certificate of Coverage, the Employer Joinder Agreement, the applications of the Policyowner, Employers and employees and any applicable riders, addenda and/or amendments constitute the Entire Contract.
- The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Policyowner for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by

one of the Insurer's executive officers and given to the Employer for attachment to their Joinder Agreement. No agent has authority to change the Group Policy or an Employer's coverage under the Group Policy or to waive any provisions thereof.

- M. Effect on Workers' Compensation, State Disability Insurance. The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.
- N. The undersigned Employer adopts and agrees to be bound by the terms and conditions of National Insurance Services of Wisconsin Insurance Trust Trust Agreement, as amended from time to time (the "Trust Agreement") and master group policy. Copies of these documents are available for employer review at Madison National Life Insurance Company, 1241 John Q. Hammons Drive, Madison, WI 53717.
- O. The Trust is a vehicle for obtaining group insurance plans in which employers join together as a single policyholder for the purchase and maintenance of group insurance policies.
- P. The Trust's Administrator shall provide participating employers the necessary information for applicable State and Federal compliance reporting requirements.
- Q. The signatures below constitute acceptance of the undersigned employer as a participating member of the Trust.

Signed into effect this 6th day of March, 2018.

/s/ LeRoy Kerkman

LeRoy Kerkman

Signature of Authorized Employee of Employer Printed Name & Title of Authorized Employee

Signature of Authorized Employee of Employer Printed Name & Title of Authorized Employee

Administrator: National Insurance Services of Wisconsin, Inc.

By: /s/ Bruce A. Miller

Bruce A. Miller, President

**NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST
JOINDER AGREEMENT FOR GROUP TERM LIFE INSURANCE**

The below named Employer hereby requests application for participation in group term life insurance benefits under the Group Policy issued to the below named Group Policyholder (hereafter referred to as "Policyholder", and underwritten by Madison National Life Insurance Company, Inc. (hereafter referred to as "Insurer"). The term **Group Policy** means only the provisions of the Group Policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

Insurance and Benefit Information

A. Administrative

1. Policyholder: National Insurance Services of Wisconsin Insurance Trust
2. Employer: Antelope County
Courthouse 501 Main
PO Box 26
Neligh, NE 68756-0227
4203
3. Employer Plan No: 4203
4. Nature of Business: Government
5. Initial Plan Effective Date: January 1, 2010
6. First Revised Joinder Effective Date: October 1, 2014
7. Second Revised Joinder Effective Date: February 1, 2018
8. Evidence of Insurability Requirements: Applies to Late Enrollees, Increases in Benefits and Amounts over Guarantee Issue Amounts
9. Employee Classes:
01 All Eligible Employees
10. Minimum Hourly Work Requirement:
Class 01: 30 hours per week; unless otherwise stated in agreement with the County, Elected Officials will not be required to complete a minimum number of hours
11. Waiting Period for Insurance Coverage
Class 01: None
12. New Employee Eligibility Date:
Class 01: First of Month following Date of Hire
13. Leaves / Layoffs:
Class 01: Coverage with premium payment while on FMLA; Coverage with premium payment for up to 12 months while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while on Layoff.
14. Employee Premium Contributions:
Class 01: Employee Basic Insurance
15. Participation Requirements:
Class 01:
Employee Basic Insurance: 100%
16. Insurance Reduction Schedule:
Class 01:
Employee Basic Insurance Employee Basic Life and AD&D Insurance reduces to 65% at age 65; to 45% at age 70; to 30% at age 75 and terminates at retirement.
B. Basic Life Insurance
Employee Basic Life
Class 01: \$ 5,000
Guarantee Issue \$5,000

C. Additional Benefits

1. Conversion of Insurance Benefit: Included
2. Waiver of Premium Benefit: Included
3. Living Benefit: Included

D. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

- Class 01: Equal to Basic Life amount
- Guarantee Issue: Equal to Basic Life amount

E. Premium

1. Rate

- Class - 01
- Employee Basic Life Premium Rate: \$0.20 per \$1,000.00 coverage
- Employee Basic AD & D Premium Rate: \$0.03 per \$1,000.00 coverage

2. Rate Guarantee:

29 months until July 1, 2020

3. Frequency of Billing

Monthly

F. Benefits and coverage for Insured Persons are as agreed upon between the Insurer and the Policyholder. All coverages and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificates of Insurance issued by the Insurer to the Policyholder for distribution to the Insured Persons or, directly to the Insured Persons. This includes any applicable Riders or Endorsements which generally describe, without amending, superseding or changing the Policy in any way, the essential features of the coverages Insured Persons are entitled to under the Group Policy and this Joinder Agreement, and to whom the insurance benefits are payable in the event of a covered loss.

TERMS AND DEFINITIONS

All terms are as defined in the Certificates of Insurance (hereafter referred to as Certificate).

PREMIUMS, PAYMENTS AND TERMINATION

A. Payment of Premiums

1. Premiums are due on the 1st of the month of coverage for which the premium applies (e.g., premium for coverage in October would be due October 1st).
2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in this Joinder Agreement.
3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
5. Premium is due for an Insured Person for each month the Insured Person is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
- a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.

b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.
6. All premiums will be based upon information provided by the Employer in the Census Reports.

B. Changes in Premium Rates.

1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
 - a) A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
 - b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, gender and occupational classification.
 - c) The premium contribution arrangement for insured employees changes or varies from that stated in this Joinder Agreement when issued or last renewed.
 - d) Plan design changes are requested by the Employer.
 - e) The Insurer and the Employer mutually agree to change premium rates.
2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 120 days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.

C. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer

will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.

D. Information Required from Employer

1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
 - a) At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, Annual Salary as defined under the Group Policy and Certificate, and the amount of coverage.
 - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
 - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
 - d) Occupational information and any other information that may be required to manage a claim.
 - e) Notification of the Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
 - f) Notice of any additional eligible employee segment(s).
 - g) Any other information that may be reasonably required.
2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.

E. Grace Period, Termination for Nonpayment and Reinstatement.

1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period and the death benefit coverage shall continue in force.
2. Grace Period means the 31 days following the Premium Due Date.
3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.
5. Reinstatement. If any renewal premium is not paid and coverage is terminated, the Employer may request a reinstatement by reapplying with the Group Policyholder and submitting the required premium. Coverage will be reinstated upon the Insurer's approval, if the Employer requests reinstatement within 31 days of termination date. The Insurer shall approve or disapprove the reinstatement within 15 calendar days following receipt of the reinstatement request and premium. The Insurer and Employer shall have the same rights hereunder as they did under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

F. Termination for Other Reasons

1. The Policyholder may terminate the Group Policy and the Employer may terminate coverage under the Joinder Agreement by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
 - a) The date stated in the notice; or
 - b) The Premium Due Date immediately following the date the Insurer receives the notice.
2. The Insurer may terminate coverage under the Group Policy as follows:
 - a) On any Premium Due Date if the number of persons insured is less than the Minimum Participation requirements provided for under this Joinder Agreement.
 - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
 - c) On any Premium Due Date by giving the Employer at least 60 days advance written notice.
 - d) On the date the Employer breaches any part of the Entire Contract.

GENERAL PROVISIONS

- A. Certificates. The Insurer will prepare the Certificates setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.
- B. Limitation of Liability. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company, Inc. The Policyholder and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company, Inc. from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Policyholder or Employer respectively, or any of their respective representatives, agents or employees.
- C. Agency. The Policyholder and Employer are not agents of the Insurer for any purpose under the policy.
- D. Entire Contract, Changes: This Joinder Agreement, the Policy, including the Certificates and any Riders, Amendments or attached papers, if any, constitutes the entire contract of Insurance. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Policyholder for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to the Joinder Agreement. No agent has authority to change this Policy or waive any of its provisions.
We have authority to determine all questions arising in connection with the Policy, including its interpretation. Our failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.
- E. Incontestability. All statements made by the Employer in the Application are, in the absence of fraud, representations and not warranties. The Insurer cannot contest the Policy or this Joinder Agreement after it has been in force for 2 years from its Date of Issue. No statement shall be used to contest the validity of coverage or reduce benefits, unless it is in writing, signed by the Employer, and a copy of such statement is furnished to the Employer.
- F. Non-Participating: The Policy is non-participating. It does not share in Our profits or surplus earnings.
- G. Conformity With State Laws: If any provisions of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.
- H. Workers' Compensation. The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.
- I. Misstatement. If Policyholder or Employer premiums for the Insured Person are based on age or gender and the Insured Person's age or gender has been misstated, there will be a fair adjustment of premiums based on his or her true age or gender. If benefits for the Insured Person is based on age or gender and the Insured Person's age or gender has been misstated, there will be an adjustment of said benefits based on his or her true age or gender. We may require satisfactory proof of age or gender before paying any claim.
- J. Clerical Error. A clerical error may be made by the Insurer, Employer or Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

ACCEPTANCE AND SIGNATURES

The undersigned Employer adopts and agrees to be bound by the terms and conditions of this Agreement, as amended from time to time and Group Policy. Copies of these documents are available for Employer review at the Policyholder's place of business. The Employer may also contact the Insurer for further information.

The Group Policy is a vehicle for obtaining group insurance plans in which Employers join together as a single policyholder for the purchase and maintenance of group insurance policies.

The Insurer, in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy. The Trust Administrator, in performing its obligations under the Group Policy, is acting only as a trust administrator with respect to the Group Policy. The Insured and Trust Administrator are not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state laws.

The signatures below constitute acceptance of the undersigned Employer as a participating member under the Group Policy.

Signed into effect this 6th day of March, 2018.

Meeting adjourned at 10:21 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, LeRoy Kerkman

Attest: _____
County Clerk, Lisa Payne