

# NOTICE OF MEETING

## *CITY OF BRANSON*



### BOARD OF ALDERMEN

*Special Meeting - Thursday, November 10, 2016 – 3:00 p.m.*  
Council Chambers – Branson City Hall – 110 W. Maddux

### AGENDA

Meeting Called to Order  
Roll Call

#### CONSENT AGENDA:

- 1) **Final Reading of Bill No. 5058 approving the 2017 Medical Insurance Premiums from Anthem Blue Cross and Blue Shield for the City of Branson and authorizing the Mayor to execute the contract.**
- 2) **Final Reading of Bill No. 5059 approving the 2017 Life & AD&D Insurance Premiums from Anthem Life Insurance Company for the City of Branson and authorizing the Mayor to execute the contract.**
- 3) **Final Reading of Bill No. 5060 approving the 2017 Dental Insurance Premiums from Delta Dental for the City of Branson and authorizing the Mayor to execute the contract.**

#### REGULAR:

- 4) **First Reading of Bill No. 5072 accepting the proposal of Carson-Mitchell, Inc. pertaining to the Highway 76 Phase 1A Surface Improvements Project and authorizing the Mayor to execute the contract.**
- 5) **First Reading of Bill No. 5073 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism and Capital Funds.**

ADJOURN

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*Where Values are the Difference*

**NOVEMBER: INTEGRITY**

Doing the right thing, even when no one is looking

For more information please visit [www.cityofbranson.org](http://www.cityofbranson.org) or contact:

Lisa Westfall, City Clerk, 417-337-8522

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE 2017 MEDICAL INSURANCE PREMIUMS AND THE LIFE INSURANCE PREMIUMS FROM ANTHEM BLUE CROSS AND BLUE SHIELD, AND THE 2017 DENTAL INSURANCE PREMIUMS FOR DELTA DENTAL FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACTS.

**FIRST READING:** NOVEMBER 8, 2016                      **FINAL READING:** NOVEMBER 10, 2016

**INITIATED BY:** HUMAN RESOURCES

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

W6: We will provide and maintain competitive employee compensation including benefits.

**STAFF REPORT:**

At the October 6, 2016 Board of Aldermen Study Session, John Akers, of Ollis Akers and Arney, the employee benefits insurance broker for the City of Branson, presented the renewal information for 2017 on the employee medical, dental and life insurance. Additionally, at the October 10, 2016 Human Resources Committee meeting he made a similar presentation. His recommendation was to use the services of Anthem Blue Cross and Blue Shield for another year for medical and life insurance, and to continue with Delta Dental for another year.

The increase for the upcoming year for medical insurance totals 3.5% over the 2016 rates. There will be two different plans offered to employees. The traditional PPO Plan that is being continued from 2016 and a new High Deductible Health Savings Plan. The cost to the City for the individual employee will increase from \$588.28 per month to \$608.87 per month for the traditional PPO plan. The price for the individual employee on the High Deductible Health Savings Plan will be \$554.33 per month.

The costs for life insurance and dental insurance will not increase for 2017. So the net increase for all medical, dental and life benefits is estimated at 3.25%.

The only in-network plan changes for 2017 on the traditional PPO Plan are:

- Office visits increased from \$25/\$50 to \$30/\$60;
- Emergency Room visits increased from \$250 to \$300;

The City's was able to keep the \$0 deductible option as part of this traditional PPO Plan.

New for 2017 is the High Deductible Health Savings Plan. With this plan option, employees will be responsible for the first \$2,600 of medical expenses. With this plan, there is no coinsurance; there is no prescription plan (although Anthem has negotiated discounts); however all routine exams as delineated in the Affordable Care Act are covered at no expense to the employee. After that deductible is met, 100% of all expenses will be covered by the plan.

But to help offset those deductible expenses, the City will contribute (and optionally, the employee may contribute) pre-tax dollars to a Health Savings Account. This plan option is particularly beneficial to employees who seldom use their medical insurance benefits as money contributed to their HSAs is theirs with no expiration or deadline to be used. And this money remains with the employee even after termination of employment or retirement.

The medical insurance premiums covered by this new agreement, and the comparative previous years' costs, are as follows:

	Traditional PPO Plan				
	-5.11%	+15.00%	+5.00%	+3.50%	
	2014	2015	2016	2017	
Employee Only	\$487.19	\$560.27	\$588.28	\$608.87	per month
Employee + Spouse	\$972.54	\$1,118.42	\$1,174.34	\$1,215.44	per month
Employee + Children	\$851.16	\$978.83	\$1,027.78	\$1,063.74	per month
Employee + Family	\$1,336.52	\$1,536.99	\$1,613.84	\$1,670.33	per month

	High Deductible Health Savings Plan				
	2014	2015	2016	2017	
Employee Only	-	-	-	\$554.33	per month
Employee + Spouse	-	-	-	\$1,106.57	per month
Employee + Children	-	-	-	\$968.46	per month
Employee + Family	-	-	-	\$1,520.70	per month

	Monthly Health Savings Account Contribution by City		
	Tier 1	Tier 2	Tier 3
Employee Only	\$54.54	\$46.36	\$38.18
Employee + Spouse	\$91.08	\$82.90	\$74.71
Employee + Children	\$81.94	\$73.76	\$65.58
Employee + Family	\$118.49	\$110.31	\$102.13

The premium cost for the High Deductible Plan, plus the HSA contribution equals the premium cost for the Traditional PPO Plan for each election level and for each tier. So regardless of the plan option, all employees will receive the same value from the City.

And as a matter of past and current practice, the City has paid a percentage of the cost for Employee Only, dependent upon the employee's specific "Tier," and then 67.25% of any applicable dependent coverage.

Tiers are determined by employees' declaration of "no tobacco use" and their participation in the City's Health and Wellness Program. The Health and Wellness Program is a set of activities designed to encourage employees to get more physically active and to document their efforts in monitoring their health.

Those who declare no tobacco use and participate in the Health and Wellness Program are in Tier 1, and have 100% of the value of his or her employee-only coverage paid by the City. For 2016, there were 222 employees in this category.

Those who do not declare no tobacco use and participate in the Health and Wellness Program, or those who declare no tobacco use and do not participate in the Health and Wellness Program, are in Tier 2, and have 85% of the value of his or her employee-only coverage paid by the City. For 2015, there were 17 employees in this category.

Those who do not declare no tobacco use and who do not participate in the Health and Wellness Program are in Tier 3, and have 70% of the value of his or her employee-only coverage paid by the City. For 2015, there were 6 employees in this category.

The total annual cost for insurance for the City will be approaching \$2.9 million, while the estimated annual employee cost will be about \$560,000. Of the City's annual benefit paid for employees, more than \$1 million of that cost is planned for dependent coverage.

The renewal insurance plan with the HSA option remains a very rich plan and an excellent benefit to employees.

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The Anthem Life Insurance renewal was is flat for 2017, therefore there will be no increase in rates in premiums.

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The renewal on the dental insurance from Delta Dental contained a 0% premium increase. The term of this premium is January 1, 2017 through December 31, 2017. The approximate overall costs for both the employee and City portion of dental insurance is expected to be around \$200,000 in 2017.

The City pays the employee portion, while the employee pays all dependent coverage. The rates covered by 2016 agreement, as well as the 2015 rates, are as follows:

	<b>2017</b>
Employee Only	\$36.82
Employee + Spouse	\$73.62
Employee + Children	\$81.46
Employee + Family	\$109.98

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW: Account varies by department**

**ATTACHED INFORMATION: 1) Draft minutes from the Human Resources Committee  
2) Broker Recommendations for medical, dental and life insurance**

# MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

October 10, 2016

## 1) Call to Order

The Human Resources Committee met in the Municipal Court Room of City Hall, Monday, October 10, 2016 at 9:00 a.m. The meeting was called to order by Mayor Karen Best.

## 2) Roll Call

Committee Members present were Donna Glotz, Kevin McConnell, Mayor Karen Best, and City Administrator, Bill Malinen.

Also present: Jan Fischer, Morgan Wermuth, Bob Smither, Kathy Olson, John Akers, Hillary Briand, Ted Martin, and Kimberly Cooper.

## 3) Acknowledgement of August 22, 2016 minutes.

The minutes of the August 22, 2016 were acknowledged on a motion by Donna Glotz, seconded by Kevin McConnell. Motion approved by a 4 to 0 count.

## 4) Update of New Employees.

Jan Fischer provided a list of New Hire names since the last HR Committee Meeting. The Committee discussed the list of new hires.

## 5) Discussion and Recommendation of the City's Health, Dental, and Vision Insurance Renewal.

John Akers presented the insurance plans the City plans to offer the employees for the 2017 Plan Year. He explained the differences between the insurance plan changes from the 2016 plan year and the 2017 plan year. He explained the City will be adding another plan option this year that will have a high deductible HSA plan available in addition to the traditional plan. The City will contribute the difference of what it pays to employees on the traditional plan into the HSA account for the high deductible plan. The Committee discussed what was presented. Mayor Karen Best made a motion to recommend the insurance package as presented to go to the Board of Alderman. Donna Glotz seconded the motion. Motion was approved by a 4 to 0 count.

## 6) Discussion of the 2018 H&W Incentive Requirements (to be met in 2017).

Jan Fischer shared another draft of the changes to the Health and Wellness Plan that he created with the help of the Cox Wellness Department and the Employee Human Resources Committee. He informed the Committee that the plan will be tracked electronically through Cox Health Express as the City is already paying for the use of the software with the online Annual Health Risk Assessments. The Committee discussed the plan that was presented. He shared that he plans on bringing the plan to the Department Heads and bringing it back to the Human Resources Committee once the Department Heads have had a chance to provide input.

## 7) Human Resources Manual Article 6 Update.

Jan Fischer informed the Committee that the Human Resources Department discovered that Article 6, Section 4 of the HR Manual had two section D bullet points. This section was in regards to hiring relatives at the City. The first D indicated that hiring of relatives in the same department would not be allowed. However, the second D allowed the City Administrator to review potential conflicts of interest and make those decisions. Bill Malinen made a motion to recommend removing the first D to the Board of Alderman with adding additional language to the second D bullet point indicating he will make a determination and such determination is final. Kevin McConnell seconded his motion. Motion was approved by a 4 to 0 count.

# MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

October 10, 2016

The Committee also discussed having Jan review Section C of Article 6, Section 4 to ensure that the City Administrator would be notified of relationships of individuals before the individuals are in a marriage relationship. Jan will be looking at the wording of the document and bringing that part up for discussion at a future meeting.

**8) Human Resources Director's Report.**

Jan Fischer updated the Committee on the plan for Open Enrollment for the 2017 plan year. He also gave an update on how the City Employee Health and Safety Fair was a success at the new location at the Convention Center. He informed the Committee that Tom Head and Kathy Olson have been selected to represent the City at the LAGERS conference at the end of October.

**9) Adjourn.**

A motion to Adjourn was made by Kevin McConnell, seconded by Donna Glotz. Motion approved by a 4 to 0 count.

Anthem Life Insurance Company  
P.O. Box 4445  
Atlanta GA 30302 GAG 008-0012  
Tel 866-676-9645  
Fax 404-923-3225  
Email [AnthemLife&DisUW\\_Renewals@anthem.com](mailto:AnthemLife&DisUW_Renewals@anthem.com)

City of Branson  
110 W. Maddux St.  
Ste 315  
Branson, MO 65616

# Anthem® Life

October 15, 2016

Dear Benefits Administrator:

Thank you for the opportunity to provide Anthem Life coverage to your employees. All of us at Anthem Life appreciate the confidence you have placed in us, and we remain dedicated to providing you and your employees with quality, cost effective coverage.

We have completed our evaluation of your group coverage with Anthem Life. Our analysis takes into consideration a variety of elements that include overall industry trends in claims incidence, shifts in employee composition as well as other financial or premium related issues that have a bearing on our cost structure. After careful consideration of the above factors, we have established the pricing for your upcoming policy period.

The resulting renewal rates, along with your current rates, are shown on the attached page. It is our expressed intent to provide the best possible relationship of benefit costs to the products we provide to your group. Please be assured that our analysis has been completed with this in mind.

Anthem offers a variety of products including optional/supplemental life, short and long term disability, dental and vision coverage, and an Employee Assistance Program (EAP). If you have any questions regarding our renewal assessment or would like additional information regarding our products, please do not hesitate to contact your insurance broker or your Anthem Sales representative.

We appreciate the opportunity to provide your employee benefits and look forward to continuing our relationship.

Sincerely,

*Jacob Johnson*  
Anthem Life Underwriter

Enclosures

cc: L06

SPR 00126979

3350 Peachtree Road • Atlanta • GA • 30326

# City of Branson

Effective Date: 01/01/2017

Next Anniversary Date: 01/01/2018

Group Number: SPR 00126979

## Life and Disability

### Supplemental Life-Employee and Spouse

Age Bands	Current Rate (per \$1,000)	Renewal Rate (per \$1,000)
0 - 24	0.05	0.05
25 - 29	0.05	0.05
30 - 34	0.05	0.05
35 - 39	0.07	0.07
40 - 44	0.11	0.11
45 - 49	0.17	0.17
50 - 54	0.27	0.27
55 - 59	0.44	0.44
60 - 64	0.64	0.64
65 - 69	1.11	1.11
70 - 74	2.46	2.46
75 - 79	3.99	3.99
80 - 120	3.99	3.99

### Accidental Death and Dismemberment

Current Rate (per \$1,000)	Renewal Rate (per \$1,000)
0.02	0.02

### Dependent Life-Child

Current Rate (per \$1,000)	Renewal Rate (per \$1,000)
0.15	0.15

### Group Term Life

Current Rate (per \$1,000)	Renewal Rate (per \$1,000)
0.169	0.169

*These renewal rates are based on your current benefits. Please refer to your certificate for more detailed information.*

**CITY OF BRANSON**  
**00126979, 00127389, 00241907**

**Premium Summary**

**Effective 01/01/2017**

**Product: PPO BPS LHSA**

**NOTE: These rates are based on IN/Out: Embedded \$2600/\$5200 (2x fam) ded, 100%/70% coins, \$2600/\$10,000 (2x fam) OOP max, everything subject to ded/coins (no copays).**

	# of Contracts	Current Rates	Renewal Rates Without ACA Fees	ACA Insurer Fees*	ACA Reinsurance Fees*	Total Renewal Premium Rates
Subscriber Only	84	\$588.28	\$554.33	\$0.00	\$0.00	\$554.33
Subscriber + Spouse	42	\$1,174.34	\$1,106.57	\$0.00	\$0.00	\$1,106.57
Subscriber + Child(ren)	38	\$1,027.77	\$968.46	\$0.00	\$0.00	\$968.46
Subscriber + Family	87	\$1,613.84	\$1,520.70	\$0.00	\$0.00	\$1,520.70
Monthly Premium	251	\$278,197.14				\$262,142.04
Annual Premium		\$3,338,365.68				\$3,145,704.48
Rate Change						-5.77%

**\*The fee amounts displayed are estimates of amounts which are included in the premium development.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
 City of Branson

**Signature**  \_\_\_\_\_ **Date** 09/13/2016  
 Anthem, Inc. Large Group Account Manager Consultant

**CITY OF BRANSON**  
 00126979, 00127389, 00241907

**Premium Summary**

**Effective 01/01/2017**

**Product: PPO BPS**

**NOTE: These rates are based on the current benefit plan except OV copays increased to \$30/\$60 and ER copay to \$300**

	# of Contracts	Current Rates	Renewal Rates Without ACA Fees	ACA Insurer Fees*	ACA Reinsurance Fees*	Total Renewal Premium Rates
Subscriber Only	84	\$588.28	\$608.87	\$0.00	\$0.00	\$608.87
Subscriber + Spouse	42	\$1,174.34	\$1,215.44	\$0.00	\$0.00	\$1,215.44
Subscriber + Child(ren)	38	\$1,027.77	\$1,063.74	\$0.00	\$0.00	\$1,063.74
Subscriber + Family	87	\$1,613.84	\$1,670.33	\$0.00	\$0.00	\$1,670.33
Monthly Premium	251	\$278,197.14				\$287,934.39
Annual Premium		\$3,338,365.68				\$3,455,212.68
Rate Change						3.50%

\*The fee amounts displayed are estimates of amounts which are included in the premium development.

Signature \_\_\_\_\_  
 City of Branson

Date \_\_\_\_\_

Signature  \_\_\_\_\_  
 Large Group Account Manager Consultant  
 Anthem, Inc.

Date 09/13/2016

## 2017 MONTHLY INSURANCE RATES

Effective 01/01/2017

### BLUE PREFERRED PLUS PPO

	TIER 1	TIER 2	TIER 3
<b>SINGLE</b>			
PREMIUM	\$ 608.87	\$ 608.87	\$ 608.87
CITY SHARE	\$ 608.87	\$ 517.54	\$ 426.21
EMPLOYEE SHARE	\$ -	\$ 91.33	\$ 182.66
<b>EMPLOYEE/SPOUSE</b>			
PREMIUM	\$ 1,215.44	\$ 1,215.44	\$ 1,215.44
CITY SHARE	\$ 1,016.79	\$ 925.46	\$ 834.13
EMPLOYEE SHARE	\$ 198.65	\$ 289.98	\$ 381.31
<b>EMPLOYEE/CHILD(REN)</b>			
PREMIUM	\$ 1,063.74	\$ 1,063.74	\$ 1,063.74
CITY SHARE	\$ 914.77	\$ 823.44	\$ 732.11
EMPLOYEE SHARE	\$ 148.97	\$ 240.30	\$ 331.63
<b>EMPLOYEE/FAMILY</b>			
PREMIUM	\$ 1,670.33	\$ 1,670.33	\$ 1,670.33
CITY SHARE	\$ 1,322.70	\$ 1,231.37	\$ 1,140.04
EMPLOYEE SHARE	\$ 347.63	\$ 438.96	\$ 530.29

### PPO BLUE PREFERRED SELECT HIGH DEDUCTIBLE PLUS HEALTH SAVINGS ACCOUNT

	TIER 1	TIER 2	TIER 3
<b>SINGLE</b>			
PREMIUM	\$ 554.33	\$ 554.33	\$ 554.33
CITY SHARE	\$ 554.33	\$ 471.18	\$ 388.03
EMPLOYEE SHARE	\$ -	\$ 83.15	\$ 166.30
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 54.54</b>	<b>\$ 46.36</b>	<b>\$ 38.18</b>
<b>EMPLOYEE/SPOUSE</b>			
PREMIUM	\$ 1,106.57	\$ 1,106.57	\$ 1,106.57
CITY SHARE	\$ 925.71	\$ 842.56	\$ 759.41
EMPLOYEE SHARE	\$ 180.86	\$ 264.01	\$ 347.16
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 91.08</b>	<b>\$ 82.90</b>	<b>\$ 74.71</b>
<b>EMPLOYEE/CHILD(REN)</b>			
PREMIUM	\$ 968.46	\$ 968.46	\$ 968.46
CITY SHARE	\$ 832.83	\$ 749.68	\$ 666.53
EMPLOYEE SHARE	\$ 135.63	\$ 218.78	\$ 301.93
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 81.94</b>	<b>\$ 73.76</b>	<b>\$ 65.58</b>
<b>EMPLOYEE/FAMILY</b>			
PREMIUM	\$ 1,520.70	\$ 1,520.70	\$ 1,520.70
CITY SHARE	\$ 1,204.21	\$ 1,121.06	\$ 1,037.91
EMPLOYEE SHARE	\$ 316.49	\$ 399.64	\$ 482.79
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 118.49</b>	<b>\$ 110.31</b>	<b>\$ 102.13</b>

Tier 1: Plan subscribers are eligible for this tier if do not use tobacco and participate in the 2016 Wellness Program

Tier 2: Plan subscribers are eligible for this tier if they use tobacco and participate in the 2016 Wellness Program; or if they do not use tobacco but do not participate in the 2016 Wellness Program

Tier 3: Plan subscribers are placed in this tier they use tobacco and do not participate in the 2016 Wellness Program

**TRADITIONAL BLUE PREFERRED PLUS PPO**  
**INCREASED VALUE TO EMPLOYEES FROM THE CITY OVER 2016**

	SINGLE	TIER 1	TIER 2	TIER 3
2017		\$ 608.87	\$ 517.54	\$ 426.21
2016		\$ 588.28	\$ 500.04	\$ 411.80
Additional City Cost (month):		\$ 20.59	\$ 17.50	\$ 14.41
Additional City Cost (annual):		\$ 247.08	\$ 209.99	\$ 172.92
Additional EE Cost (month):		\$ -	\$ 3.09	\$ 6.18
Additional EE Cost (annual):		\$ -	\$ 37.09	\$ 74.17
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 247.08</b>	<b>\$ 172.91</b>	<b>\$ 98.75</b>

	EMPLOYEE/SPOUSE	TIER 1	TIER 2	TIER 3
2017		\$ 1,016.79	\$ 925.46	\$ 834.13
2016		\$ 982.42	\$ 894.16	\$ 805.92
Additional City Cost (month):		\$ 34.37	\$ 31.30	\$ 28.21
Additional City Cost (annual):		\$ 412.42	\$ 375.57	\$ 338.49
Additional EE Cost (month):		\$ 6.73	\$ 9.80	\$ 12.89
Additional EE Cost (annual):		\$ 80.78	\$ 117.63	\$ 154.71
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 331.64</b>	<b>\$ 257.95</b>	<b>\$ 183.78</b>

	EMPLOYEE/CHILD(REN)	TIER 1	TIER 2	TIER 3
2017		\$ 914.77	\$ 823.44	\$ 732.11
2016		\$ 883.85	\$ 795.61	\$ 707.37
Additional City Cost (month):		\$ 30.92	\$ 27.83	\$ 24.74
Additional City Cost (annual):		\$ 371.04	\$ 333.95	\$ 296.87
Additional EE Cost (month):		\$ 5.05	\$ 8.14	\$ 11.23
Additional EE Cost (annual):		\$ 60.60	\$ 97.69	\$ 134.77
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 310.44</b>	<b>\$ 236.27</b>	<b>\$ 162.10</b>

	EMPLOYEE/FAMILY	TIER 1	TIER 2	TIER 3
2017		\$ 1,322.70	\$ 1,231.37	\$ 1,140.04
2016		\$ 1,277.98	\$ 1,189.74	\$ 1,101.50
Additional City Cost (month):		\$ 44.72	\$ 41.63	\$ 38.54
Additional City Cost (annual):		\$ 536.64	\$ 499.58	\$ 462.48
Additional EE Cost (month):		\$ 11.77	\$ 14.86	\$ 17.95
Additional EE Cost (annual):		\$ 141.22	\$ 178.30	\$ 215.39
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 395.42</b>	<b>\$ 321.27</b>	<b>\$ 247.09</b>

**NEW PPO BLUE PREFERRED HIGH DEDUCTIBLE W/HEALTH SAVINGS ACCOUNT  
INCREASED VALUE TO EMPLOYEES FROM THE CITY OVER 2016**

	SINGLE	TIER 1	TIER 2	TIER 3
2017		\$ 554.33	\$ 471.18	\$ 388.03
2016		\$ 588.28	\$ 500.04	\$ 411.80
City Premium Savings over Traditional Plan (month):		\$ 33.95	\$ 28.86	\$ 23.77
City Premium Savings over Traditional Plan (annual):		\$ 407.40	\$ 346.31	\$ 285.24
New City Cost to EE HSA (month):		\$ 54.54	\$ 46.36	\$ 38.18
New City Cost to EE HSA (annual):		\$ 654.48	\$ 556.31	\$ 458.14
EE Premium Savings over Traditional Plan (month):		\$ -	\$ 5.09	\$ 10.18
EE Premium Savings over Traditional Plan (annual):		\$ -	\$ 61.09	\$ 122.17

**Net of all costs, Yearly Value Increase to Employee: \$ 247.08 \$ 271.08 \$ 295.07**

	EMPLOYEE/SPOUSE	TIER 1	TIER 2	TIER 3
2017		\$ 925.71	\$ 842.56	\$ 759.41
2016		\$ 982.42	\$ 894.16	\$ 805.92
City Premium Savings over Traditional Plan (month):		\$ 56.71	\$ 51.60	\$ 46.51
City Premium Savings over Traditional Plan (annual):		\$ 680.52	\$ 619.18	\$ 558.09
New City Cost to EE HSA (month):		\$ 91.08	\$ 82.90	\$ 74.71
New City Cost to EE HSA (annual):		\$ 1,092.96	\$ 994.80	\$ 896.58
EE Premium Savings over Traditional Plan (month):		\$ 11.06	\$ 16.17	\$ 21.26
EE Premium Savings over Traditional Plan (annual):		\$ 132.74	\$ 194.06	\$ 255.15

**Net of all costs, Yearly Value Increase to Employee: \$ 545.18 \$ 569.69 \$ 593.64**

	EMPLOYEE/CHILDREN	TIER 1	TIER 2	TIER 3
2017		\$ 832.83	\$ 749.68	\$ 666.53
2016		\$ 883.85	\$ 795.61	\$ 707.37
City Premium Savings over Traditional Plan (month):		\$ 51.02	\$ 45.93	\$ 40.84
City Premium Savings over Traditional Plan (annual):		\$ 612.21	\$ 551.12	\$ 490.04
New City Cost to EE HSA (month):		\$ 81.94	\$ 73.76	\$ 65.58
New City Cost to EE HSA (annual):		\$ 983.25	\$ 885.08	\$ 786.91
EE Premium Savings over Traditional Plan (month):		\$ 8.29	\$ 13.38	\$ 18.47
EE Premium Savings over Traditional Plan (annual):		\$ 99.51	\$ 160.60	\$ 221.68

**Net of all costs, Yearly Value Increase to Employee: \$ 470.55 \$ 494.55 \$ 518.55**

	EMPLOYEE/FAMILY	TIER 1	TIER 2	TIER 3
2017		\$ 1,204.21	\$ 1,121.06	\$ 1,037.91
2016		\$ 1,277.98	\$ 1,189.74	\$ 1,101.50
City Premium Savings over Traditional Plan (month):		\$ 73.77	\$ 68.68	\$ 63.59
City Premium Savings over Traditional Plan (annual):		\$ 885.19	\$ 824.11	\$ 763.02
New City Cost to EE HSA (month):		\$ 118.49	\$ 110.31	\$ 102.13
New City Cost to EE HSA (annual):		\$ 1,421.86	\$ 1,323.68	\$ 1,225.51
EE Premium Savings over Traditional Plan (month):		\$ 19.37	\$ 24.46	\$ 29.55
EE Premium Savings over Traditional Plan (annual):		\$ 232.49	\$ 293.57	\$ 354.66

**Net of all costs, Yearly Value Increase to Employee: \$ 769.15 \$ 793.15 \$ 817.15**

## 2017 MONTHLY INSURANCE RATES

Effective 01/01/2017

### DELTA DENTAL

#### SINGLE

PREMIUM	\$36.82
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$0.00

#### EMPLOYEE/SPOUSE

PREMIUM	\$73.62
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$36.80

#### EMPLOYEE/CHILD(REN)

PREMIUM	\$81.46
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$44.64

#### EMPLOYEE/FAMILY

PREMIUM	\$109.98
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$73.16

### ANTHEM BASIC GROUP TERM LIFE/AD&D INSURANCE

THE CITY OF BRANSON PROVIDES ALL FULL-TIME EMPLOYEES WITH BASIC GROUP TERM LIFE INSURANCE AT ONE-TIMES THEIR ANNUAL SALARY, ROUNDED UP TO THE NEXT THOUSAND, UP TO \$100,000. RATE IS .169 PER \$1,000.00 OF COVERAGE FOR LIFE AND .02 PER \$1,000 OF COVERAGE FOR AD&D. ENTIRE PREMIUM IS PAID BY THE CITY OF BRANSON.

### ANTHEM OPTIONAL GROUP TERM LIFE/AD&D INSURANCE

OPTIONAL EMPLOYEE AND DEPENDENT COVERAGE IS AVAILABLE. RATES ARE BASED ON AGE BRACKET AND AMOUNT OF COVERAGE ELECTED. PREMIUMS ARE PAID BY THE EMPLOYEE.

### ANTHEM BLUE VIEW VISION (Premiums are paid by the Employee)

EMPLOYEE ONLY	\$8.59
EMPLOYEE + SPOUSE	\$15.03
EMPLOYEE + CHILD(REN)	\$16.32
EMPLOYEE + FAMILY	24.91

### VISION CARE DIRECT (Premiums are paid by the Employee)

EMPLOYEE ONLY	\$11.00
EMPLOYEE + ONE	\$17.62
EMPLOYEE + CHILDREN	\$20.32
EMPLOYEE + FAMILY	\$34.56

### AFLAC

VARIOUS SUPPLEMENTAL PLANS ARE AVAILABLE. PREMIUMS ARE PAID BY THE EMPLOYEE.



Date: 08/31/16  
 Group Name: City of Branson  
 Group Numbers: 1022-1006  
 State: Missouri  
 Renewal Period: 01/01/17 through 12/31/17  
 Experience Period: 08/01/14 through 07/31/16  
 Funding: Fully-Insured

<b>Incurring Claim Analysis</b>	<u>Prior Period</u>	<u>Current Period</u>
Beginning Experience Date:	08/01/14	08/01/15
Ending Experience Date:	07/31/15	07/31/16
Paid Claims:	\$154,607	\$140,033
Change in Reserves:	\$1,546	\$1,400
Benefit Changes:	\$390	\$141
Seasonality Adjustment:	\$0	\$0
Provider Fee Changes:	\$0	\$0
Adjusted Incurred Claims:	\$156,543	\$141,574
Annual Trend Factor: 5.9% per Year	1.149	1.085
Projected Incurred Claims:	\$179,841	\$153,577
Exposure Months:	2,995	3,064
Projected Incurred Claims PEPM	\$60.05	\$50.12
Period Weighting:	33.00%	67.00%
Weighted Projected Incurred Claims PEPM:	\$53.40	
Projected Exposure Months:	3,168	
Weighted Projected Incurred Claims:	\$169,171	

<b>Rate Development:</b>	<u>Formula</u>	<u>Final</u>
Weighted Projected Incurred Claims:	\$169,171	
Target Loss Ratio with Commissions:	78.98%	
Commission Percentage:	2.00%	
Required Premiums (excludes ACA Tax):	\$219,763	
Annualized Premium at Current Rates:	\$217,139	
Experience Rated Increase:	1.21%	
Increase for ACA Carrier Tax:	0.00%	0.00%
Required Premiums w/ACA Tax:	\$219,763	\$217,139
Overall Increase:	1.21%	0.00%

<b>Current Rates</b>	
Employee	\$36.82
Employee & Spouse	\$73.62
Employee & Child(ren)	\$81.46
Family	\$109.98
<b>Renewal Rates:</b>	
Employee	\$36.82
Employee & Spouse	\$73.62
Employee & Child(ren)	\$81.46
Family	\$109.98

## 2017 MONTHLY INSURANCE RATES

Effective 01/01/2017

### BLUE PREFERRED PLUS PPO

	TIER 1	TIER 2	TIER 3
<b>SINGLE</b>			
PREMIUM	\$ 608.87	\$ 608.87	\$ 608.87
CITY SHARE	\$ 608.87	\$ 517.54	\$ 426.21
EMPLOYEE SHARE	\$ -	\$ 91.33	\$ 182.66
<b>EMPLOYEE/SPOUSE</b>			
PREMIUM	\$ 1,215.44	\$ 1,215.44	\$ 1,215.44
CITY SHARE	\$ 1,016.79	\$ 925.46	\$ 834.13
EMPLOYEE SHARE	\$ 198.65	\$ 289.98	\$ 381.31
<b>EMPLOYEE/CHILD(REN)</b>			
PREMIUM	\$ 1,063.74	\$ 1,063.74	\$ 1,063.74
CITY SHARE	\$ 914.77	\$ 823.44	\$ 732.11
EMPLOYEE SHARE	\$ 148.97	\$ 240.30	\$ 331.63
<b>EMPLOYEE/FAMILY</b>			
PREMIUM	\$ 1,670.33	\$ 1,670.33	\$ 1,670.33
CITY SHARE	\$ 1,322.70	\$ 1,231.37	\$ 1,140.04
EMPLOYEE SHARE	\$ 347.63	\$ 438.96	\$ 530.29

### PPO BLUE PREFERRED SELECT HIGH DEDUCTIBLE PLUS HEALTH SAVINGS ACCOUNT

	TIER 1	TIER 2	TIER 3
<b>SINGLE</b>			
PREMIUM	\$ 554.33	\$ 554.33	\$ 554.33
CITY SHARE	\$ 554.33	\$ 471.18	\$ 388.03
EMPLOYEE SHARE	\$ -	\$ 83.15	\$ 166.30
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 54.54</b>	<b>\$ 46.36</b>	<b>\$ 38.18</b>
<b>EMPLOYEE/SPOUSE</b>			
PREMIUM	\$ 1,106.57	\$ 1,106.57	\$ 1,106.57
CITY SHARE	\$ 925.71	\$ 842.56	\$ 759.41
EMPLOYEE SHARE	\$ 180.86	\$ 264.01	\$ 347.16
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 91.08</b>	<b>\$ 82.90</b>	<b>\$ 74.71</b>
<b>EMPLOYEE/CHILD(REN)</b>			
PREMIUM	\$ 968.46	\$ 968.46	\$ 968.46
CITY SHARE	\$ 832.83	\$ 749.68	\$ 666.53
EMPLOYEE SHARE	\$ 135.63	\$ 218.78	\$ 301.93
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 81.94</b>	<b>\$ 73.76</b>	<b>\$ 65.58</b>
<b>EMPLOYEE/FAMILY</b>			
PREMIUM	\$ 1,520.70	\$ 1,520.70	\$ 1,520.70
CITY SHARE	\$ 1,204.21	\$ 1,121.06	\$ 1,037.91
EMPLOYEE SHARE	\$ 316.49	\$ 399.64	\$ 482.79
<b>CITY CONTRIBUTION TO EMPLOYEE HSA</b>	<b>\$ 118.49</b>	<b>\$ 110.31</b>	<b>\$ 102.13</b>

Tier 1: Plan subscribers are eligible for this tier if do not use tobacco and participate in the 2016 Wellness Program

Tier 2: Plan subscribers are eligible for this tier if they use tobacco and participate in the 2016 Wellness Program; or if they do not use tobacco but do not participate in the 2016 Wellness Program

Tier 3: Plan subscribers are placed in this tier they use tobacco and do not participate in the 2016 Wellness Program

**TRADITIONAL BLUE PREFERRED PLUS PPO**  
**INCREASED VALUE TO EMPLOYEES FROM THE CITY OVER 2016**

	SINGLE	TIER 1	TIER 2	TIER 3
2017		\$ 608.87	\$ 517.54	\$ 426.21
2016		\$ 588.28	\$ 500.04	\$ 411.80
Additional City Cost (month):		\$ 20.59	\$ 17.50	\$ 14.41
Additional City Cost (annual):		\$ 247.08	\$ 209.99	\$ 172.92
Additional EE Cost (month):		\$ -	\$ 3.09	\$ 6.18
Additional EE Cost (annual):		\$ -	\$ 37.09	\$ 74.17
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 247.08</b>	<b>\$ 172.91</b>	<b>\$ 98.75</b>

	EMPLOYEE/SPOUSE	TIER 1	TIER 2	TIER 3
2017		\$ 1,016.79	\$ 925.46	\$ 834.13
2016		\$ 982.42	\$ 894.16	\$ 805.92
Additional City Cost (month):		\$ 34.37	\$ 31.30	\$ 28.21
Additional City Cost (annual):		\$ 412.42	\$ 375.57	\$ 338.49
Additional EE Cost (month):		\$ 6.73	\$ 9.80	\$ 12.89
Additional EE Cost (annual):		\$ 80.78	\$ 117.63	\$ 154.71
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 331.64</b>	<b>\$ 257.95</b>	<b>\$ 183.78</b>

	EMPLOYEE/CHILD(REN)	TIER 1	TIER 2	TIER 3
2017		\$ 914.77	\$ 823.44	\$ 732.11
2016		\$ 883.85	\$ 795.61	\$ 707.37
Additional City Cost (month):		\$ 30.92	\$ 27.83	\$ 24.74
Additional City Cost (annual):		\$ 371.04	\$ 333.95	\$ 296.87
Additional EE Cost (month):		\$ 5.05	\$ 8.14	\$ 11.23
Additional EE Cost (annual):		\$ 60.60	\$ 97.69	\$ 134.77
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 310.44</b>	<b>\$ 236.27</b>	<b>\$ 162.10</b>

	EMPLOYEE/FAMILY	TIER 1	TIER 2	TIER 3
2017		\$ 1,322.70	\$ 1,231.37	\$ 1,140.04
2016		\$ 1,277.98	\$ 1,189.74	\$ 1,101.50
Additional City Cost (month):		\$ 44.72	\$ 41.63	\$ 38.54
Additional City Cost (annual):		\$ 536.64	\$ 499.58	\$ 462.48
Additional EE Cost (month):		\$ 11.77	\$ 14.86	\$ 17.95
Additional EE Cost (annual):		\$ 141.22	\$ 178.30	\$ 215.39
<b>Net of all costs, Yearly Value Increase to Employee:</b>		<b>\$ 395.42</b>	<b>\$ 321.27</b>	<b>\$ 247.09</b>

**NEW PPO BLUE PREFERRED HIGH DEDUCTIBLE W/HEALTH SAVINGS ACCOUNT  
INCREASED VALUE TO EMPLOYEES FROM THE CITY OVER 2016**

	SINGLE	TIER 1	TIER 2	TIER 3		
2017	\$	554.33	\$	471.18	\$	388.03
2016	\$	588.28	\$	500.04	\$	411.80
City Premium Savings over Traditional Plan (month):	\$	33.95	\$	28.86	\$	23.77
City Premium Savings over Traditional Plan (annual):	\$	407.40	\$	346.31	\$	285.24
New City Cost to EE HSA (month):	\$	54.54	\$	46.36	\$	38.18
New City Cost to EE HSA (annual):	\$	654.48	\$	556.31	\$	458.14
EE Premium Savings over Traditional Plan (month):	\$	-	\$	5.09	\$	10.18
EE Premium Savings over Traditional Plan (annual):	\$	-	\$	61.09	\$	122.17

**Net of all costs, Yearly Value Increase to Employee: \$ 247.08 \$ 271.08 \$ 295.07**

	EMPLOYEE/SPOUSE	TIER 1	TIER 2	TIER 3		
2017	\$	925.71	\$	842.56	\$	759.41
2016	\$	982.42	\$	894.16	\$	805.92
City Premium Savings over Traditional Plan (month):	\$	56.71	\$	51.60	\$	46.51
City Premium Savings over Traditional Plan (annual):	\$	680.52	\$	619.18	\$	558.09
New City Cost to EE HSA (month):	\$	91.08	\$	82.90	\$	74.71
New City Cost to EE HSA (annual):	\$	1,092.96	\$	994.80	\$	896.58
EE Premium Savings over Traditional Plan (month):	\$	11.06	\$	16.17	\$	21.26
EE Premium Savings over Traditional Plan (annual):	\$	132.74	\$	194.06	\$	255.15

**Net of all costs, Yearly Value Increase to Employee: \$ 545.18 \$ 569.69 \$ 593.64**

	EMPLOYEE/CHILDREN	TIER 1	TIER 2	TIER 3		
2017	\$	832.83	\$	749.68	\$	666.53
2016	\$	883.85	\$	795.61	\$	707.37
City Premium Savings over Traditional Plan (month):	\$	51.02	\$	45.93	\$	40.84
City Premium Savings over Traditional Plan (annual):	\$	612.21	\$	551.12	\$	490.04
New City Cost to EE HSA (month):	\$	81.94	\$	73.76	\$	65.58
New City Cost to EE HSA (annual):	\$	983.25	\$	885.08	\$	786.91
EE Premium Savings over Traditional Plan (month):	\$	8.29	\$	13.38	\$	18.47
EE Premium Savings over Traditional Plan (annual):	\$	99.51	\$	160.60	\$	221.68

**Net of all costs, Yearly Value Increase to Employee: \$ 470.55 \$ 494.55 \$ 518.55**

	EMPLOYEE/FAMILY	TIER 1	TIER 2	TIER 3		
2017	\$	1,204.21	\$	1,121.06	\$	1,037.91
2016	\$	1,277.98	\$	1,189.74	\$	1,101.50
City Premium Savings over Traditional Plan (month):	\$	73.77	\$	68.68	\$	63.59
City Premium Savings over Traditional Plan (annual):	\$	885.19	\$	824.11	\$	763.02
New City Cost to EE HSA (month):	\$	118.49	\$	110.31	\$	102.13
New City Cost to EE HSA (annual):	\$	1,421.86	\$	1,323.68	\$	1,225.51
EE Premium Savings over Traditional Plan (month):	\$	19.37	\$	24.46	\$	29.55
EE Premium Savings over Traditional Plan (annual):	\$	232.49	\$	293.57	\$	354.66

**Net of all costs, Yearly Value Increase to Employee: \$ 769.15 \$ 793.15 \$ 817.15**

## 2017 MONTHLY INSURANCE RATES

Effective 01/01/2017

### DELTA DENTAL

#### SINGLE

PREMIUM	\$36.82
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$0.00

#### EMPLOYEE/SPOUSE

PREMIUM	\$73.62
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$36.80

#### EMPLOYEE/CHILD(REN)

PREMIUM	\$81.46
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$44.64

#### EMPLOYEE/FAMILY

PREMIUM	\$109.98
CITY SHARE	\$36.82
EMPLOYEE SHARE	\$73.16

### ANTHEM BASIC GROUP TERM LIFE/AD&D INSURANCE

THE CITY OF BRANSON PROVIDES ALL FULL-TIME EMPLOYEES WITH BASIC GROUP TERM LIFE INSURANCE AT ONE-TIMES THEIR ANNUAL SALARY, ROUNDED UP TO THE NEXT THOUSAND, UP TO \$100,000. RATE IS .169 PER \$1,000.00 OF COVERAGE FOR LIFE AND .02 PER \$1,000 OF COVERAGE FOR AD&D. ENTIRE PREMIUM IS PAID BY THE CITY OF BRANSON.

### ANTHEM OPTIONAL GROUP TERM LIFE/AD&D INSURANCE

OPTIONAL EMPLOYEE AND DEPENDENT COVERAGE IS AVAILABLE. RATES ARE BASED ON AGE BRACKET AND AMOUNT OF COVERAGE ELECTED. PREMIUMS ARE PAID BY THE EMPLOYEE.

### ANTHEM BLUE VIEW VISION (Premiums are paid by the Employee)

EMPLOYEE ONLY	\$8.59
EMPLOYEE + SPOUSE	\$15.03
EMPLOYEE + CHILD(REN)	\$16.32
EMPLOYEE + FAMILY	24.91

### VISION CARE DIRECT (Premiums are paid by the Employee)

EMPLOYEE ONLY	\$11.00
EMPLOYEE + ONE	\$17.62
EMPLOYEE + CHILDREN	\$20.32
EMPLOYEE + FAMILY	\$34.56

### AFLAC

VARIOUS SUPPLEMENTAL PLANS ARE AVAILABLE. PREMIUMS ARE PAID BY THE EMPLOYEE.

# Your Summary of Benefits



City of Branson  
 Blue Preferred<sup>®</sup> Select  
 Effective 1/1/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$0/\$0	\$1,000/\$3,000
Out-of-Pocket Limit (Single/Family)	\$1,250/\$2,500	\$4,000/\$8,000
<b>Physician Home and Office Services (PCP/SCP)</b>  Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• allergy injections (PCP and SCP)</li> <li>• allergy testing</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products</li> </ul>	\$30/\$60           \$5 20% 20%	40%           40% 40% 40%
<b>Preventive Care Services</b> Services included but not limited to: <ul style="list-style-type: none"> <li>• Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations<sup>1</sup>, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening</li> <li>• Immunizations through age 5</li> </ul>	No cost share           No cost share	40%           No cost share
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>• facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products</li> <li>• Allergy injections</li> <li>• Allergy testing</li> </ul>	\$300           \$75 20%           \$5 20%	\$300           40% 40%           40% 40%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	20%	40%
Blue 80/500 Series		

Anthem Blue Cross and Blue Shield is the trade name for RightCHOICE<sup>®</sup> Managed Care, Inc. (RIT), Healthy Alliance<sup>®</sup> Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services</b> Unlimited days except for: <ul style="list-style-type: none"> <li>60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>90 days Network/Non-Network combined for skilled nursing facility</li> </ul>	20%	40%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	20%	40%
<b>Other Outpatient Services</b> (including but not limited to): <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	20%            No cost share 20%	40%            NCS 20%
<b>Outpatient Therapy Services</b> <b>(Combined Network &amp; Non-Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical/Manipulation therapy excluding Chiropractic Services: 20 visits</li> <li>Occupational therapy: 20 visits</li> <li>Chiropractic Services: 26 visits(Network only)</li> <li>Speech therapy: Unlimited visits</li> <li>Cardiac Rehabilitation: 36 visits</li> <li>Pulmonary Rehabilitation: 20 visits</li> </ul>	\$25/\$50 20%	40% 40%
<b>Accidental Dental Services \$3,000 per accident</b> (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Behavioral Health Services<sup>2</sup>:</b> <b>Mental Health and Substance Abuse</b> <b>(Network and Non-Network)</b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	Benefits provided in accordance with Federal Mental Health Parity	40%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No cost share	30%
<b>Prescription Drugs<sup>4</sup></b> <b>Network Tier structure equals 1/2/3</b> <b>(and 4, if applicable)</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li><b>Anthem Rx Home Delivery Service:</b> (90-day supply) Includes diabetic test strip</li> </ul> <p>Member may be responsible for additional cost when not selecting the available generic drug. Members have additional cost with retail supply greater than 30 days. Medicare Rx - Wrap</p> <p><b>Specialty Medications</b> must be obtained via our Specialty Pharmacy network in order to receive network level benefits. Specialty medications are limited to 30 day supply regardless of whether they are retail or mail order.</p>	\$15/\$45/\$75/25% w \$200 max  \$15/\$112/\$225/25% w \$200 max	50% (min \$75) <sup>5</sup>  Not covered

**Notes:**

- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment and a percentage (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Live Health Online (LHO) is covered at the PCP costshare.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year

# Your Summary of Benefits

- Elective abortions are not covered.
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime

1. These covered services for age 6 and above are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit
2. We encourage you to review the Schedule of Benefits for limitations.
3. Kidney and cornea are treated the same as any other illness and subject to the medical benefits.
4. If applicable, all prescription drug expenses except tier 1, (Network Retail/Mail-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Once the RX deductible is met, the appropriate copayment applies.
5. Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

~~Rx Option K, AR, AS, AW, BQ, CA: Generic Premium uses a condensed preferred drug list. Non-preferred drugs are not covered. Requires Home Delivery service after 3rd fill at retail.~~

#### Precertification:

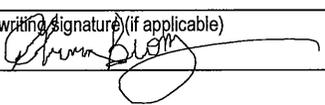
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: NONE

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable) 	Date 09/13/2016

# Your Summary of Benefits



City of Branson  
Lumenos Health Savings Accounts Blue Preferred Select  
Effective January 1, 2017

Covered Benefits	Network	Non-Network
<b>Deductible</b> Embedded The single deductible applies to the Family deductible. Once the single deductible has been satisfied, benefits for that member are payable subject to coinsurance. Once the family deductible has been satisfied, benefits for the family are payable subject to coinsurance.	Single: \$2,600 Family: \$5,200	Single: \$5,200 Family: \$10,400
<b>Out-of-Pocket Limit</b>	Single: \$2,600 Family: \$5,200	Single: \$10,000 Family: \$20,000
<b>Physician Home and Office Services</b> <ul style="list-style-type: none"> <li>Including Office Surgeries, allergy serum, allergy injections and allergy testing</li> </ul>	0%	30%
<b>Preventive Care Services</b> Services included but not limited to: <ul style="list-style-type: none"> <li>Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening</li> <li>Immunizations through age 5</li> </ul>	No cost share  No cost share	30%  No cost share
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li><b>Emergency Room Services (facility/other covered services)</b> (copayment waived if admitted)</li> <li><b>Urgent Care Center Services</b></li> </ul>	0%  0%	0%  30%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	0%	30%
<b>Inpatient Facility Services (Network/Non-network combined) Unlimited days except for:</b> <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>100 days for skilled nursing facility</li> </ul>	0%	30%
<b>Blue 810,500 Series</b>		

Anthem Blue Cross and Blue Shield is the trade name for RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	0%	30%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy) (Network/Non-network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	0%      0%	30%      30% 0%
<b>Accidental Dental Services \$3,000 limit per accident (Network and Non-network combined)</b>	Copayments/Coinsurance based on setting where covered services are received	30%
<b>Outpatient Therapy Services (Combined Network &amp; Non-Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation 36 visits</li> <li>Pulmonary Rehabilitation 20 visits</li> <li>Physical/Manipulation therapy excludes Chiropractic Services: : 20 visits</li> <li>Occupational Therapy: 20 visits</li> <li>Chiropractic Services: 26 visits (Network)</li> <li>Speech therapy: Unlimited</li> </ul>	0%  0%	30%  30%
<b>Behavioral Health Services: Mental Illness and Substance Abuse<sup>1</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	Benefits provided in accordance with Federal Mental Health Parity	30%
<b>Human Organ and Tissue Transplants</b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	0%	30%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Prescription Drugs</b> <ul style="list-style-type: none"> <li> <b>Network Retail Pharmacies:</b>            (30-day supply)            Includes diabetic test strip         </li> <li> <b>Anthem Rx Home Delivery Service:</b>            (90-day supply)            Includes diabetic test strip         </li> </ul> <p>Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service. Member may be responsible for additional cost when not selecting the available generic drug. Members have additional cost with retail supply greater than 30 days.</p>	0%   0%	30% <sup>2</sup>   Not covered
<b>Medicare Rx - Wrap</b>		

**Notes:**

- All medical and drug cost shares, deductibles and percentage (%) coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Deductible applies to all prescription drug expenses for Rx plans. Once the deductible is met the appropriate copayment/ coinsurance applies. Copayments/coinsurance accumulates to the Medical OOP max. Once the Medical OOP max is met, no additional costshare applies.
- Once the family deductible is satisfied by either one member or all members collectively, then the additional percentage coinsurance will be required before the family out-of-pocket is satisfied. Does not apply to embedded deductible plans.
- Network and Non-network Deductible, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Live Health Online (LHO) is covered at the PCP costshare.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.
- No Cost Share (NCS): No deductible/copayment/coinsurance up to the maximum allowable amount
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.
- Wigs limited to 1 per benefit period

<sup>1</sup> We encourage you to review the Schedule of Benefits for limitations.

<sup>2</sup> Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

\*\*4th Tier per script 30 day supply

**Precertification:**

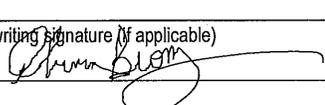
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period: NONE**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable) 	Date 09/13/2016



**City of Branson Board of Aldermen  
Broker Report and Recommendation**

**ITEM/SUBJECT: Medical Insurance**

**BROKER REPORT:** Antheims initial request was for a 9.6% increase. We were able to negotiate that renewal down to a 4.7% by raising the office visit copay from \$25 to \$30, increasing the ER copay from \$250 to \$300, and obtaining additional rate relief from Anthem. We were able to secure a 3.5% increase with the changes above.

We also obtained pricing for a High Deductible Health Plan with a Health Savings Account. This new offering is based on employee feedback from staff who are low utilizers of the plan.

**BROKER RECOMMENDATION:**

Renew current plan with changes as well as offering the High Deductible Health Plan as an option.

---

John E. Akers, C.I.C.



**City of Branson Board of Aldermen  
Broker Report and Recommendation**

**ITEM/SUBJECT: Life Insurance**

**BROKER REPORT:** Anthem offered life coverage with no increase.

**BROKER RECOMMENDATION:**

Renew current plan with Anthem.

---

John E. Akers, C.I.C.



**City of Branson Board of Aldermen  
Broker Report and Recommendation**

**ITEM/SUBJECT: Dental Insurance**

**BROKER REPORT:** Delta Dental offered a renewal with not increase in premiums.

**BROKER RECOMMENDATION:**

Renew current plan with Delta Dental.

---

John E. Akers, C.I.C.

BILL NO. 5058

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE 2017 MEDICAL INSURANCE PREMIUMS FROM ANTHEM BLUE CROSS AND BLUE SHIELD FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson's insurance broker, Ollis Akers & Arney Insurance evaluated proposals and recommends Anthem Blue Cross Blue Shield; and

**WHEREAS**, the recommendation was reviewed at the Board of Aldermen Study Session of October 6, 2016; and

**WHEREAS**, the Board of Aldermen desires to approve the 2017 medical insurance premiums.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the 2017 medical insurance premiums from Anthem Blue Cross and Blue Shield for the City of Branson attached hereto as Exhibit "1" and authorizes the Mayor to execute the same.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Karen Best  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
William T. Duston  
City Attorney

**CITY OF BRANSON**  
 00126979, 00127389, 00241907  
 Premium Summary  
 Effective 01/01/2017

**Exhibit "1"**

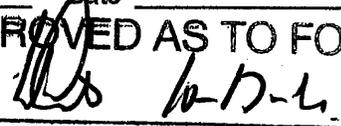
**Product: PPO BPS**

**NOTE: These rates are based on the current benefit plan except OV copays increased to \$30/\$60 and ER copay to \$300**

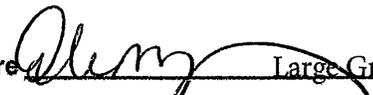
	# of Contracts	Current Rates	Renewal Rates Without ACA Fees	ACA Insurer Fees*	ACA Reinsurance Fees*	Total Renewal Premium Rates
Subscriber Only	84	\$588.28	\$608.87	\$0.00	\$0.00	\$608.87
Subscriber + Spouse	42	\$1,174.34	\$1,215.44	\$0.00	\$0.00	\$1,215.44
Subscriber + Child(ren)	38	\$1,027.77	\$1,063.74	\$0.00	\$0.00	\$1,063.74
Subscriber + Family	87	\$1,613.84	\$1,670.33	\$0.00	\$0.00	\$1,670.33
Monthly Premium	251	\$278,197.14				\$287,934.39
Annual Premium		\$3,338,365.68				\$3,455,212.68
Rate Change						3.50%

\*The fee amounts displayed are estimates of amounts which are included in the premium development.

Signature \_\_\_\_\_  
 City of Branson

Date \_\_\_\_\_  
**APPROVED AS TO FORM:**  
  
 \_\_\_\_\_

**City Attorney**

Signature  \_\_\_\_\_  
 Large Group Account Manager Consultant  
 Anthem, Inc.

Date 09/13/2016

The information contained in this report is Anthem's confidential and proprietary information and cannot be further disclosed to anyone without Anthem's written permission.

# Your Summary of Benefits



City of Branson  
 Blue Preferred<sup>®</sup> Select  
 Effective 1/1/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$0/\$0	\$1,000/\$3,000
Out-of-Pocket Limit (Single/Family)	\$1,250/\$2,500	\$4,000/\$8,000
<b>Physician Home and Office Services (PCP/SCP)</b>  Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• allergy injections (PCP and SCP)</li> <li>• allergy testing</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products</li> </ul>	\$30/\$60           \$5 20% 20%	40%           40% 40% 40%
<b>Preventive Care Services</b> Services included but not limited to: <ul style="list-style-type: none"> <li>• Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations<sup>1</sup>, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening</li> <li>• Immunizations through age 5</li> </ul>	No cost share           No cost share	40%           No cost share
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>• facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products</li> <li>• Allergy injections</li> <li>• Allergy testing</li> </ul>	\$300           \$75 20%           \$5 20%	\$300           40% 40%           40% 40%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	20%	40%
<b>Blue 80/500 Series</b>		

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# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services</b> Unlimited days except for: <ul style="list-style-type: none"> <li>60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>90 days Network/Non-Network combined for skilled nursing facility</li> </ul>	20%	40%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	20%	40%
<b>Other Outpatient Services</b> (including but not limited to): <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	20%	40%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical/Manipulation therapy excluding Chiropractic Services: 20 visits</li> <li>Occupational therapy: 20 visits</li> <li>Chiropractic Services: 26 visits(Network only)</li> <li>Speech therapy: Unlimited visits</li> <li>Cardiac Rehabilitation: 36 visits</li> <li>Pulmonary Rehabilitation: 20 visits</li> </ul>	No cost share 20%  \$25/\$50 20%	NCS 20%  40% 40%
<b>Accidental Dental Services \$3,000 per accident</b> (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Behavioral Health Services<sup>2</sup>:</b> <b>Mental Health and Substance Abuse</b> <b>(Network and Non-Network)</b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	Benefits provided in accordance with Federal Mental Health Parity	40%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No cost share	30%
<b>Prescription Drugs<sup>4</sup></b> <b>Network Tier structure equals 1/2/3</b> <b>(and 4, if applicable)</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li><b>Anthem Rx Home Delivery Service:</b> (90-day supply) Includes diabetic test strip</li> </ul> <p>Member may be responsible for additional cost when not selecting the available generic drug. Members have additional cost with retail supply greater than 30 days.</p> <p>Medicare Rx - Wrap</p> <p><b>Specialty Medications</b> must be obtained via our Specialty Pharmacy network in order to receive network level benefits. Specialty medications are limited to 30 day supply regardless of whether they are retail or mail order.</p>	\$15/\$45/\$75/25% w \$200 max \$15/\$112/\$225/25% w \$200 max	50% (min \$75) <sup>5</sup>  Not covered

## Notes:

- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment and a percentage (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Live Health Online (LHO) is covered at the PCP costshare.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year

# Your Summary of Benefits

- Elective abortions are not covered.
  - Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
  - Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
  - Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
  - Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime
1. These covered services for age 6 and above are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit
  2. We encourage you to review the Schedule of Benefits for limitations.
  3. Kidney and cornea are treated the same as any other illness and subject to the medical benefits.
  4. If applicable, all prescription drug expenses except tier 1, (Network Retail/Mail-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Once the RX deductible is met, the appropriate copayment applies.
  5. Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- ~~Rx Option K, AR, AS, AW, BO, CA: Generic Premium uses a condensed preferred drug list. Non-preferred drugs are not covered. Requires Home Delivery service after 3rd fill at retail.~~

**Precertification:**

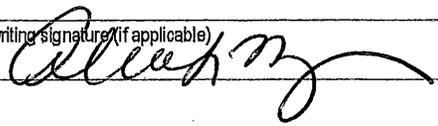
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: NONE

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable) 	Date 09/13/2016

APPROVED AS TO FORM:

 b-n-l

City Attorney

**CITY OF BRANSON**  
**00126979, 00127389, 00241907**  
**Premium Summary**  
**Effective 01/01/2017**

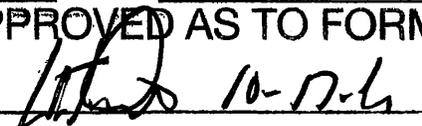
**Product: PPO BPS LHSA**

**NOTE: These rates are based on IN/Out: Embedded \$2600/\$5200 (2x fam) ded, 100%/70% coins, \$2600/\$10,000 (2x fam) OOP max, everything subject to ded/coins (no copays).**

	# of Contracts	Current Rates	Renewal Rates Without ACA Fees	ACA Insurer Fees*	ACA Reinsurance Fees*	Total Renewal Premium Rates
Subscriber Only	84	\$588.28	\$554.33	\$0.00	\$0.00	\$554.33
Subscriber + Spouse	42	\$1,174.34	\$1,106.57	\$0.00	\$0.00	\$1,106.57
Subscriber + Child(ren)	38	\$1,027.77	\$968.46	\$0.00	\$0.00	\$968.46
Subscriber + Family	87	\$1,613.84	\$1,520.70	\$0.00	\$0.00	\$1,520.70
Monthly Premium	251	\$278,197.14				\$262,142.04
Annual Premium		\$3,338,365.68				\$3,145,704.48
Rate Change						-5.77%

\*The fee amounts displayed are estimates of amounts which are included in the premium development.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 City of Branson

**APPROVED AS TO FORM:**  
  
 \_\_\_\_\_

Signature  \_\_\_\_\_ Large Group Account Manager Consultant  
 Anthem, Inc. City Attorney  
 Date \_\_\_\_\_ 09/13/2016

# Your Summary of Benefits



**City of Branson  
Lumenos Health Savings Accounts Blue Preferred Select  
Effective January 1, 2017**

Covered Benefits	Network	Non-Network
<b>Deductible</b> Embedded The single deductible applies to the Family deductible. Once the single deductible has been satisfied, benefits for that member are payable subject to coinsurance. Once the family deductible has been satisfied, benefits for the family are payable subject to coinsurance.	Single: \$2,600 Family: \$5,200	Single: \$5,200 Family: \$10,400
<b>Out-of-Pocket Limit</b>	Single: \$2,600 Family: \$5,200	Single: \$10,000 Family: \$20,000
<b>Physician Home and Office Services</b> <ul style="list-style-type: none"> <li>Including Office Surgeries, allergy serum, allergy injections and allergy testing</li> </ul>	0%	30%
<b>Preventive Care Services</b> Services included but not limited to: <ul style="list-style-type: none"> <li>Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening</li> <li>Immunizations through age 5</li> </ul>	No cost share	30%
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li><b>Emergency Room Services (facility/other covered services)</b> (copayment waived if admitted)</li> <li><b>Urgent Care Center Services</b></li> </ul>	0%	0%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	0%	30%
<b>Inpatient Facility Services (Network/Non-network combined) Unlimited days except for:</b> <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>100 days for skilled nursing facility</li> </ul>	0%	30%

Blue 8.0-500-Series

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# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	0%	30%
<b>Other Outpatient Services</b> Including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy) (Network/Non-network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	0%      0% 0%	30%      30% 0%
<b>Accidental Dental Services \$3,000 limit per accident (Network and Non-network combined)</b>	Copayments/Coinsurance based on setting where covered services are received	30%
<b>Outpatient Therapy Services (Combined Network &amp; Non-Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation 36 visits</li> <li>Pulmonary Rehabilitation 20 visits</li> <li>Physical/Manipulation therapy excludes Chiropractic Services: : 20 visits</li> <li>Occupational Therapy: 20 visits</li> <li>Chiropractic Services: 26 visits (Network)</li> <li>Speech therapy: Unlimited</li> </ul>	0%  0%	30%  30%
<b>Behavioral Health Services: Mental Illness and Substance Abuse<sup>1</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	Benefits provided in accordance with Federal Mental Health Parity	30%
<b>Human Organ and Tissue Transplants</b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	0%	30%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Prescription Drugs</b> <ul style="list-style-type: none"> <li>• <b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li>• <b>Anthem Rx Home Delivery Service:</b> (90-day supply) Includes diabetic test strip</li> </ul> Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service. Member may be responsible for additional cost when not selecting the available generic drug. Members have additional cost with retail supply greater than 30 days. <b>Medicare Rx - Wrap</b>	0%  0%	30% <sup>2</sup>  Not covered

**Notes:**

- All medical and drug cost shares, deductibles and percentage (%) coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Deductible applies to all prescription drug expenses for Rx plans. Once the deductible is met the appropriate copayment/ coinsurance applies. Copayments/coinsurance accumulates to the Medical OOP max. Once the Medical OOP max is met, no additional costshare applies.
- Once the family deductible is satisfied by either one member or all members collectively, then the additional percentage coinsurance will be required before the family out-of-pocket is satisfied. Does not apply to embedded deductible plans.
- Network and Non-network Deductible, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Live Health Online (LHO) is covered at the PCP costshare.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.
- No Cost Share (NCS): No deductible/copayment/coinsurance up to the maximum allowable amount
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.
- Wigs limited to 1 per benefit period

<sup>1</sup> We encourage you to review the Schedule of Benefits for limitations.

<sup>2</sup> Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

\*\*4th Tier per script 30 day supply

**Precertification:**

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period: NONE**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

**APPROVED AS TO FORM:**

08/13/2016  


**City Attorney**

**BILL NO. 5059**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE 2017 LIFE & AD&D INSURANCE PREMIUMS FROM ANTHEM LIFE INSURANCE COMPANY FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** NOVEMBER 8, 2016

**FINAL READING:** NOVEMBER 10, 2016

**INITIATED BY:** HUMAN RESOURCES

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

W6: We will provide and maintain competitive employee compensation including benefits.

**STAFF REPORT:**

See medical insurance Staff Report.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** Account varies by department

**ATTACHED INFORMATION:**

BILL NO. 5059

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE 2017 LIFE & AD&D INSURANCE PREMIUMS FROM ANTHEM LIFE INSURANCE COMPANY FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, a contract is necessary to provide employees group life insurance and accidental death and dismemberment (AD&D) insurance coverage based upon a cost per \$1,000 of each employee's salary; and

**WHEREAS**, the Board of Aldermen desires to provide as an employee benefit the cost for the Life and AD&D insurance premiums for 2016.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves the renewal of ANTHEM LIFE INSURANCE COMPANY for LIFE AND AD&D INSURANCE COVERAGE FOR FULL-TIME EMPLOYEES OF THE CITY OF BRANSON in the amount of \$0.1690 per \$1,000 for Basic Life and \$0.020 per \$1,000 for Basic AD&D, and authorizes the Mayor to execute the contract in substantially the form attached as Exhibit "1".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Karen Best  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 11-2-16  
\_\_\_\_\_  
William T. Duston  
City Attorney



HEALTH  
—  
DENTAL  
—  
VISION  
—  
LIFE  
—  
DISABILITY  
—  
EAP

# Group Life & Disability Insurance

A proposed disability benefits program for

City of Branson

January 1, 2017

Benefits provided by Anthem Life Insurance Company

Anthem Life



## Company Overview

Anthem Life is part of one of the largest and most respected health benefits companies in the nation. That means we're uniquely positioned to deliver a full-spectrum of benefits that speaks to your employees' total health. Better yet, it all comes from a single source – offering you one call, one contact, one solution. And that can save you time and money.

Choose from health, dental, vision, life, disability, EAP, behavioral health and pharmacy benefits. We provide access to and manage some of the most effective and diverse benefit plan offerings and designs in the industry because we think about what matters most to you — quality, choice and affordability.

**We're proud to be part of the family of Companies recognized as:**

**Our parent company was named to DiversityInc magazine's Top 50 Companies for Diversity in 2011.**  
(DiversityInc Magazine 2011)

**Our parent company was recognized as a Best Diversity Company by Diversity/Careers in Engineering and Information Technology Magazine.**  
(Diversity/Careers Magazine 2009, 2010)

**Our parent company was named a Top 50 Employer by Careers and the disABLED Magazine.**  
(Careers and the disABLED Magazine 2007-2010)

\*Each affiliated company is a separate, independent legal entity for financial purposes and is solely responsible for its own contractual obligations and liabilities

### **National experience and local strength. We have it.**

- Around the corner or around the world, we offer access to a complete portfolio of benefits products through affiliates of our Fortune 50 parent company.
- We serve a wide variety of customers, with accounts that range from very small companies to groups with thousands of employees across the nation. And of course their industries are no less diverse – commercial, associations, and public sector.

### **Want choice and affordability? We understand.**

- Our unique contract flexibility and consultative approach allow you to craft the benefit package you want and your employees need.

### **Focus on exceptional service. We deliver.**

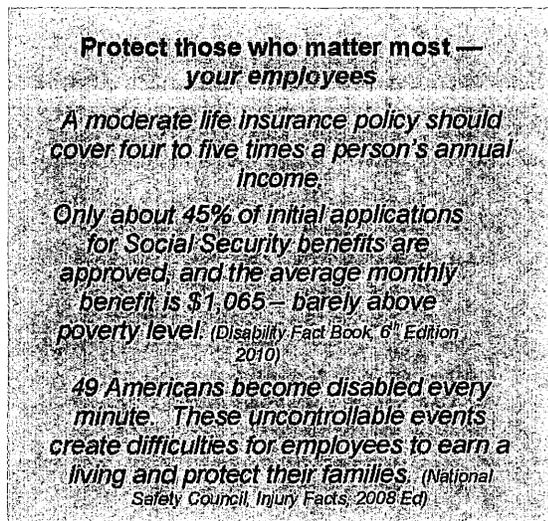
- Superior customer service is a core company value. Our associates are trained to act as customer advocates for you and your employees.
- We believe our products and service will appeal to your employees today and the ones you hope to attract tomorrow. Know that we are committed to addressing your needs for real employee benefits solutions that help combat rising costs and ever-changing health care needs. We are confident that our products and follow-up service will meet or exceed your expectations and look forward to expanding our relationship with you and your employees in the future.

### **The Value of Life and Disability Insurance**

Life and disability insurance plans are value-added enhancements to a health care benefits package. A competitive benefits portfolio that helps to protect your employees against the financial consequences of death or disability is crucial to financial security. As a national leader in the health benefits industry, we can deliver a plan tailored to meet the diverse needs of your employee population through our broad product portfolio, outstanding service and security.

## Comprehensive Coverage

Anthem Life can deliver a competitive benefits portfolio that helps protect your business and employees against the financial consequences of a death or disability. With one in three Americans facing a disability between the ages of 35 and 65, disability insurance is crucial to your employee's financial protection (*The American Council of Life Insurers*).



## **Your employees can look forward to:**

### **A Broad, Innovative Product Portfolio**

We give you the flexibility you need to design customized protection. Choose from group term life, dependent and optional life, accidental death and dismemberment, short term disability and long term disability to create the ideal group and voluntary benefit package. You can also choose from various funding options.

### **Service and Security**

You will receive outstanding claim service from dedicated claims processing professionals with a strong return to work focus.

As part of the largest health benefits company in the country, we are equipped to offer plan options that are cost-effective without compromising quality. Our affiliated life and disability companies collectively comprise the 14<sup>th</sup> largest group life carrier in the country. We maintain a sound, conservative investment portfolio and have earned an "A" (Excellent) rating from A.M. Best Company. That's a testament to our excellent management, financial stability and integrity.

### **Benefits Delivered with Ease**

Your employees will receive superior claim service when they call our toll free phone numbers. As part of our Access Advantage program, life insurance benefit payments of \$10,000 or more are distributed in the form of interest bearing accounts. Beneficiaries can use the funds for immediate needs without having to make important investment decisions during a time of stress.

### **Value-Added Benefit Features:**

- **Resource Advisor**
  - 24/7 access to online services including wellness, financial and legal assistance information as well as information on popular topics such as identity theft and will development.
  - All employees can receive up to 3 legal and/or financial consultations and Identity Theft Victim Recovery Services
  - Life beneficiaries receive up to 3 face-to-face counseling sessions and up to 3 legal and/or financial consultations.
  - Disability claimants receive up to 3 face-to-face counseling sessions per disability.
  - Also includes assistance with items such as online dependent care search functions, will preparation assistance and toll-free financial consultation services from more than 13,000 professionals.
- **Travel Assistance for groups with 51 or more members**
  - Ensures members have support while traveling (including repatriation – if someone passes away while overseas, we will pay all expenses to have the body returned to the United States).
  - Travel Services and pre-departure services are also included.

### **Newborn and Parenting Resources enhance short-term disability plans**

To help new mothers transition back to work from maternity leave, we provide eight weeks of free coaching services to new mothers when their short-term disability maternity claim is approved. New mothers are paired with licensed, experienced life coaches who can help with issues related to returning to work, work/life balance, adjusting to a new baby, parent wellbeing, child development and more.

# Employee Life and Disability Insurance Proposal

## City of Branson

Proposed Effective Date: January 1, 2017

### Basic Group Term Life & AD&D

Eligibility: All active full time employees working 30 or more hours a week

Class 1: All eligible employees

#### Benefit Schedule-RENEWAL

Feature	Description
<b>BASIC LIFE BENEFIT</b>	1 x Basic Annual Earnings
MAXIMUM	\$100,000
GUARANTEED ISSUE LIMIT	\$100,000
ACCELERATED DEATH BENEFIT	75% up to \$250,000
WAIVER OF PREMIUM	Disability beginning prior to age 60; 6 month elimination period; terminates at age 65 or prior retirement.
CONVERSION	Included
AGE REDUCTION	Benefit reduces by 35% @ 65, 50% @ 70
ROUNDING (salary based benefits)	Benefits are rounded to the next \$1,000
<b>AD&amp;D BENEFIT</b>	Same as Basic Life
MAXIMUM	Same as Basic Life
GUARANTEED ISSUE LIMIT	Same as Basic Life
AGE REDUCTION	Same as Basic Life
ROUNDING	Same as Basic Life
TABLE OF LOSSES	Standard table included
AIRBAG	10% of AD&D benefit; \$10,000 maximum
SEATBELT	10% of AD&D benefit; \$15,000 maximum
REPATRIATION	Up to \$5,000 for transportation and related preparation expenses
CHILD EDUCATION	1.25% of AD&D benefit per year for each child's post-secondary education; Annual maximum of \$3,500 or actual expense
COMA BENEFIT	1% of AD&D benefit for each full month in a coma, up to 8 years Included on groups of 51+ eligible lives
COMMON CARRIER	25% of AD&D benefit. Included on groups of 51+ eligible lives
RESOURCE ADVISOR	Included
TRAVEL ASSISTANCE	Included
EMPLOYEE CONTRIBUTION	Non - Contributory
PARTICIPATION REQUIREMENT	100% of Eligible Employees
RATE GUARANTEE	1 year

# Employee Life and Disability Insurance Proposal

## City of Branson

Proposed Effective Date: January 1, 2017

### Rate Summary- Renewal

Coverage	Number of Lives	Monthly Rate	Volume	Monthly Premium
Basic Group Term Life	402	\$ 0.169 Per \$1000	\$ 17,909,450	\$ 3,026.97
AD&D	402	\$ .020 Per \$1000	\$ 17,909,450	\$ 358.19

Total Monthly Premium : \$ 3,385.16

Total Annual Premium : \$ 40,621.92

# Employee Life and Disability Insurance Proposal

## City of Branson

Proposed Effective Date: January 1, 2017

### Optional Group Term Life and AD&D Dependent Life

**Eligibility:** All active full time employees working 30 or more hours a week

**Class 1:** All eligible employees

#### Benefit Schedule-Renewal

Feature	Description
<b>OPTIONAL EMPLOYEE LIFE BENEFIT</b>	\$10,000 Increments
MAXIMUM	\$500,000 or 5x salary, whichever is less
GUARANTEED ISSUE LIMIT	\$140,000 <i>(See Proposal Qualifications and Assumptions)</i>
ACCELERATED DEATH BENEFIT	75% up to \$250,000
WAIVER OF PREMIUM	Disability beginning prior to age 60; 6 month elimination period; terminates at age 65 or prior retirement.
CONVERSION	Included
PORTABILITY	Included
REDUCTION SCHEDULE	Benefit reduces by 35% @ 65, 50% @ 70
ROUNDING (on salary based benefits)	Benefits are rounded to the next \$10,000
<b>OPTIONAL EMPLOYEE AD&amp;D BENEFIT</b>	Benefit is automatically provided to all employees who elect Optional Life; amount is the same as the elected Optional Life amount.
MAXIMUM	Same as Optional Life
GUARANTEED ISSUE LIMIT	Same as Optional Life
AGE REDUCTION	Same as Optional Life
TABLE OF LOSSES	Standard table included
AIRBAG	10% of AD&D benefit; \$10,000 maximum
SEATBELT	10% of AD&D benefit; \$15,000 maximum
REPATRIATION	Up to \$5,000 for transportation and related preparation expenses
CHILD EDUCATION	1.25% of AD&D benefit per year for each child's post-secondary education; annual maximum of \$3,500 or actual expense
COMA BENEFIT	1% of AD&D benefit for each full month in a coma, up to 8 years This benefit is included on groups of 51+ eligible lives
COMMON CARRIER	25% of AD&D benefit This benefit is included on groups of 51+ eligible lives
RESOURCE ADVISOR	Included with Basic Life
TRAVEL ASSIST	Included with Basic Life
EMPLOYEE CONTRIBUTION	100% Employee paid
PARTICIPATION REQUIREMENT	Greater of 10 enrolled lives or 20% of Eligible Employees <i>(See Proposal Qualifications and Assumptions)</i>
<b>OPTIONAL DEPENDENT LIFE BENEFIT</b>	Spouse: \$5,000 increments up to 100% of employee coverage to \$100,000 Child(ren) 15 days – 26 years: \$5,000 or \$10,000
GUARANTEED ISSUE LIMIT	Spouse: \$30,000 Child(ren): \$10,000
DEPENDENT SPOUSE REDUCTION	Reduces in accordance to employee's age and reduction schedule. Terminates at retirement
DEPENDENT CHILD ELIGIBILITY	Coverage begins at 15 days from birth
BENEFIT LIMITATION	Dependent benefits may not exceed 50% of the employee benefit amount
SPOUSE RATE BASIS	Spouse rates are based on employee's age.
PORTABILITY	Included
EMPLOYEE CONTRIBUTION	100% Employee paid
RATE GUARANTEE	1 years

# Employee Life and Disability Insurance Proposal

## City of Branson

Proposed Effective Date: January 1, 2017

### Optional Group Term Life and AD&D Dependent Life

#### Rates-Renewal

Coverage	Age	Monthly Rate Per \$1,000
Optional Life Employee and Spouse (based on employee age)	Under 25	\$ 0.05
	25-29	\$ 0.05
	30-34	\$ 0.05
	35-39	\$ 0.07
	40-44	\$ 0.11
	45-49	\$ 0.17
	50-54	\$ 0.27
	55-59	\$ 0.44
	60-64	\$ 0.64
	65-69	\$ 1.11
	70-74	\$ 2.46
75+	\$ 3.99	
Optional AD&D (employee only)		\$ 0.02 Per \$1,000
Optional Life Dependent Child(ren)		\$0.15 (Covers all Dependent Children)

# Employee Life and Disability Insurance Proposal

## City of Branson

Proposed Effective Date: January 1, 2017

### PROPOSAL QUALIFICATIONS AND ASSUMPTIONS:

1. The rates are guaranteed from the effective date on this proposal for the number of years stated in the Benefit Schedule. A fully insured funding arrangement has been quoted.
2. If enrolled census changes by +/- 10% at time of sale, we reserve the right to re-price.
3. Groups must be in business for at least 2 years.
4. For groups with 250+ lives, rates assume the billing will be self-administered by the employer. For all others, list-billing services are provided assuming one monthly bill and one billing location.
5. Situs State: **MO**. This is where the master policy will be issued and will reflect the laws and requirements of this state. Product features and provisions as stated in this proposal can vary based on the requirements of the Situs State.
6. SIC Code Assumed: 9111.
7. Broker Commission: Standard scale.
8. Proposal issued on: 09/22/2016. This proposal is valid for 90 days or to the proposed effective date.
9. Earnings definition: Base annual wages from the plan sponsor not including, bonuses, commissions, overtime, or any other extra compensation. This definition will apply unless otherwise indicated on the following page, subject to Underwriting approval.
10. Employees whose wages are reported on Form 1099 in lieu of Form W-2 are not eligible for coverage.
11. Employees must be actively at work, at least 17 years of age and working in the United States, in order to become insured. Employees not actively at work on their effective date will become eligible for insurance after completing the waiting period specified in the policy unless otherwise noted on the schedule of benefits.
12. We generally will consider a "no-loss/no-gain" basis of insurance for employees who are not actively at work. This means that no one will lose or gain coverage solely as a result of the change in carriers. Employees who are not actively at work due to disability, injury or illness would remain the liability of the prior carrier. All others not actively at work on the effective date may be covered under Anthem's policy provided the required premium is paid and they had remained covered by the prior carrier's policy provisions up to the effective date of our policy. In order to consider "no-loss/no-gain" coverage, we require immediately prior to the effective date of this policy a listing of all non-actives for determination of liability and rate review. This listing must include: names, birthdates, benefit amounts, last date worked, reason for not working, and the expected return to work date.
13. The STD plan and benefits quoted above do not replace the state-mandated benefits of CA, NY, NJ, HI, PR or RI. This plan will integrate or offset with the state-mandated coverage where employees covered by such plans exist at time of claim. If the census data provided for this quote included state location at the employee level, the state-mandated plan benefits would have been considered in setting our pricing.
14. Proposal not the Contract – This proposal provides coverage highlights only, and does not modify, expand or interpret any provisions of the policy. Unless otherwise stated, this proposal and subsequent policy will be issued using Anthem's standard policy wording. The policy to be issued will contain complete details of benefits, policy provisions, limitations, etc. A specimen copy is available upon request. In case of a conflict between the proposal and policy, the terms of the policy will govern.
15. Timely Enrollment Required – New Employees – Employees hired after the effective date of the plan will become eligible for insurance after completing the waiting period specified in the policy. Should employees not enroll in a contributory program within the 31 days of becoming first eligible, they will be required to furnish evidence of insurability at their own expense.
16. A minimum of 20% participation is required for the Optional Life/Voluntary Life Guaranteed Issue to be valid. If participation is less than the minimum, all future enrollees are subject to Evidence of Insurability on all amounts.

# **Employee Life and Disability Insurance Proposal**

## **City of Branson**

**Proposed Effective Date: January 1, 2017**

17. Enrollment type at group effective date:

No Open Enrollment (see Guaranteed Issue description in Benefit Schedule)

We will grandfather the current enrolled Benefit amounts as long as a list of the current insureds and their amounts has been provided to and approved by Underwriting. Evidence of insurability will be required for any amount on late entrants electing coverage or current insureds electing an increase in benefit. The Guaranteed Issue will only apply to new hires who were not eligible for Optional or Voluntary Life benefits prior to our effective date.

# Employee Life and Disability Insurance Proposal

## City of Branson

Proposed Effective Date: January 1, 2017

### COST ASSUMPTIONS:

The rates included in this proposal are based on the plan design as specified herein and on the Proposal Qualification and Assumption page. We reserve the right to modify the quoted costs as deemed appropriate by Anthem Life Insurance Company should the plan design be modified or any of these assumptions be incorrect. The proposal and rates appearing herein are based upon the data submitted and its accuracy. The actual rates charged will be based upon the ages, amounts and experience data of the persons insured. The above rates assume that coverage will be provided on a non-participating (i.e. non-retention) basis.

Please check the coverage being elected, as they apply to this proposal, (if multiple options quoted, state the option elected):

- Basic Group Term Life and AD&D       with Dependent Life
- Optional or Voluntary Group Term Life       with Optional or Voluntary AD&D  
 with Optional or Voluntary Dependent Life
- Voluntary AD&D
- Short Term Disability       Voluntary Short Term Disability
- Long Term Disability       Voluntary Long Term Disability

Please complete the following if electing LTD coverage:

Is this a replacement of similar LTD coverage?     Yes     No

Previous LTD Carrier Name: \_\_\_\_\_

Planned Termination Date: \_\_\_\_\_

Definition of Earnings (please select one of the following options and specify the applicable coverage if the definition varies by coverage):

- Base earnings only
- Base earnings including Commissions
- Base earnings including Bonuses
- Base earnings including Commissions and Bonuses
- Other: \_\_\_\_\_

*These Coverages have been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached.*

  
Tamar Barrett, Specialty Account Manager

Authorized Signature and Title

September 14, 2016

Date

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

 10-17-14

City Attorney

# Definitions and Additional Coverage Features

*The attached Proposal determines the benefits for your group.  
Coverages that are not included in the Proposal do not apply.*

## Group Life Insurance Basic, Optional, and Voluntary Coverages

### Definitions

#### Basic Term Life Insurance

The benefit amount is the payment amount the employee's family or beneficiary will receive if the employee should pass away. This benefit is payable in the event of death from any cause. Each employee may name the beneficiary he or she desires and may change beneficiaries at any time upon written request.

#### AD&D Insurance

Accidental Death and Dismemberment Insurance pays an additional benefit, called the Principal Sum, to the beneficiary if an employee's death is caused by an accident. The employee may also receive a portion of this benefit if an accident results in the loss of sight, a limb, certain digits, speech, hearing or paralysis.

#### Optional or Voluntary Term Life Insurance

The benefit amount is the payment amount the employee's family or beneficiary will receive if the employee should pass away. Portability of coverage may be available upon coverage termination. This benefit is payable in the event of death from any cause. (Suicide is excluded from coverage during the first two years following the insured's effective date.)

#### Optional or Voluntary AD&D Insurance

Optional or Voluntary Accidental Death and Dismemberment Insurance (included with the Optional or Voluntary Life) pays an additional benefit to the beneficiary if an employee's death is caused by an accident. The employee may also receive a portion of this benefit if an accident results in the loss of sight, a limb, certain digits, speech, hearing or paralysis. The same benefits apply to Optional AD&D Insurance as apply to AD&D Insurance.

#### Voluntary AD&D Insurance

Voluntary Accidental Death and Dismemberment Insurance pays a benefit to the beneficiary if an employee's death is caused by an accident. The employee may also receive a portion of this benefit if an accident results in the loss of sight, a limb, certain digits, speech, hearing or paralysis. Employees may also cover their spouses and children through VAD&D family plan coverage.

#### Guaranteed Issue Limit

There is a limit on the amount of life insurance for which an employee may be insured without submitting evidence of insurability. This is called the guaranteed issue limit. If an employee's amount of insurance is more than the guaranteed issue limit, the employee must give satisfactory health evidence to us, and this must be approved by us, before the amount over the guaranteed issue limit will become effective. This requirement applies:

- when the employee first becomes insured;
- when the employee's class changes;
- if the amount of insurance is changed by an amendment or endorsement to the group policy.

For an amount over the guaranteed issue limit, an employee must meet the health evidence requirement before any increase in his or her amount of insurance will become effective. When Anthem Life approves the evidence and the employee meets the actively at work requirement, the amount of employee life insurance will be increased on the first of the following month.

**Dependent Life Insurance**

Employees may have the option to select dependent life insurance coverage for their spouse and children.

**Optional or Voluntary Dependent Life Insurance**

Employees may have the option to select optional or voluntary dependent life insurance coverage for their spouse and children:

If Basic Group Term Life is sold, only one option for Dependent Life may be sold. Therefore, Optional Dependent Life cannot be sold in conjunction with Basic Dependent Life.

**Additional Coverage Features**

**Accelerated Death Benefit/  
Living Benefit**

The Accelerated Death Benefit allows an employee who is terminally ill to receive a portion of their life insurance benefit while the employee is still living. We must receive a doctor's certification that the employee is terminally ill. The employee may use the Accelerated Death Benefit for any purpose. The employee's life insurance amount will be reduced by the amount of Accelerated Death Benefit paid.

**Waiver of Premium**

If an employee becomes totally disabled he or she may apply for Waiver of Premium benefit to continue his or her coverage without premium payment. The term "totally disabled" means that an injury or illness prevents the employee from performing any occupation for which he or she is qualified by education, training or experience.

**Portability**

Portability is included with Optional Life Insurance. This feature allows employees to keep group life insurance for themselves and their families in force under a group trust after a job loss, until they turn 70. Rates for coverage for employees who elect portability coverage are based on the coverage for all individuals covered by portability coverage, provided under the portability pool. Employees pay premiums directly to us.

**Payment for Accidental Death and Dismemberment Insurance Losses**

All of the following will apply to the AD&D benefit:

- The Loss must be caused solely by an Accident.
- The Loss must not be excluded by the terms of the Exclusions section of the certificate.
- The Accident must occur while the employee is insured under the group's policy.
- The Loss must occur within 365 days after the date on which the Accident occurred, unless otherwise specified in the certificate.
- The maximum amount payable will be subject to the terms of the Limitations section of the certificate.

**Payment for Accidental Death and Dismemberment Insurance Losses**

**Schedule of Losses – Accidental Death and Dismemberment**

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life	The Principal Sum
The sight of both eyes	The Principal Sum
Either both hands <u>or</u> both feet	The Principal Sum
One hand <u>and</u> one foot	The Principal Sum
Sight of one eye <u>and</u> either one hand <u>or</u> one foot	The Principal Sum
Speech <u>and</u> hearing in both ears	The Principal Sum
Either one hand <u>or</u> one foot	1/2 of the Principal Sum
The sight of one eye	1/2 of the Principal Sum
Speech <u>or</u> hearing in both ears	1/2 of the Principal Sum
Both the thumb <u>and</u> index finger of one hand	1/4 of the Principal Sum
Both thumbs of both hands	1/4 of the Principal Sum
All four fingers of one hand	1/4 of the Principal Sum
All of the toes of one foot	1/8 of the Principal Sum

Quadriplegia	The Principal Sum
Paraplegia	The Principal Sum
Hemiplegia	The Principal Sum
Uniplegia	1/4 of the Principal Sum

**Additional AD&D Benefits:  
Seat belt Benefit** The seat belt benefit is paid in addition to the AD&D benefit amount if an employee dies in an automobile accident while wearing a seat belt.

**Additional AD&D Benefits:  
Air bag Benefit** The air bag benefit is paid in addition to the AD&D benefit amount if an employee dies in an automobile accident while wearing a seat belt and the automobile is equipped with air bags.

**Additional AD&D Benefits:  
Child Education Benefit** The child education benefit helps survivors pay for the employee's children's education, and is paid in addition to the AD&D benefit for a qualifying loss.

**Additional AD&D Benefits:  
Repatriation Benefit** The repatriation benefit is paid in addition to the AD&D benefit if an employee dies in an accident more than 75 miles away from home, to reimburse transportation and transportation related preparation expenses.

**Additional AD&D Benefits** Other enhancements to Accidental Death and Dismemberment insurance are available for groups with 100 or more members. Ask your Anthem representative to tailor a program that fits your company's unique needs.

**Resource Advisor Program** This value-added program gives employees and their families free and confidential access to work/life resources, including: counseling sessions for qualifying events; legal/financial consultations; toll-free, 24/7 telephone consultations and referrals from anywhere in the United States; and unlimited access to Resource Advisor Web site resources.

**Travel Assistance** If an employee is traveling more than 100 miles from home, Anthem Life's value-added Travel Assistance program gives the employee access to emergency medical assistance, travel services and pre-departure information.



## Short Term and Long Term Disability Insurance Basic and Voluntary coverage

### Definitions – Short Term Disability and Voluntary Short Term Disability

<b>Disability/Partial Disability</b>	Disability means that, due to a non-occupational illness or injury, an employee is unable to perform all material and substantial duties of his or her regular occupation, which results in at least a 20 percent loss in pre-disability earnings. The employee must also be receiving regular care from a physician for the illness or injury. Pregnancy or complications of pregnancy are covered the same as an illness.
<b>Residual (Zero Day Residual)</b>	The elimination period can be satisfied during a period of partial disability, total disability, or a combination of both.

### Additional Benefit – Short Term Disability

<b>Newborn and Parenting Resources</b>	This value-added program gives female employees with approved short term disability maternity claims eight weeks of professional coaching and support services to help their transitions back to work at no charge to the employee.
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### Limitation - Voluntary Short Term Disability

<b>Pre-Existing Conditions</b>	A pre-existing condition is an illness or injury for which treatment was received or symptoms were present, as defined under the policy, during a specified period of time prior to the employee's effective date. A disability that begins within a specified period of time after the employee's effective date will not be covered if it results from a pre-existing condition. Please see the attached Proposal for the time periods that apply to pre-existing conditions.
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### Definitions – Long Term Disability and Voluntary Long Term Disability

<b>Disability</b>	Disability means that, during the period of time stated in the Proposal as "Own Occupation," an employee is unable to perform all material and substantial duties of his or her regular occupation, which results in at least a 20 percent loss in pre-disability earnings. After that period of time, Disability means an employee is unable to perform the material and substantial duties of any gainful occupation, which results in at least a 40 percent loss in pre-disability earnings. The employee must also be receiving regular care from a physician for the illness or injury. Pregnancy or complications of pregnancy are covered the same as an illness.
<b>Benefit Amount</b>	The benefit amount is the payment an employee will receive should he or she become disabled as provided under the policy. The monthly benefit is reduced by any deductible income the employee receives or is eligible to receive as a result of the disability.
<b>Work Incentive Benefit</b>	During the first 12 months of a partial disability, employees can work and replace up to 100 percent of their pre-disability earnings through a combination of the LTD benefit and their earnings.
<b>Pre-Existing Conditions</b>	A pre-existing condition is an illness or injury for which treatment was received or symptoms were present, as defined under the policy, during a specified period of time prior to the employee's effective date. A disability that begins within a specified period of time after the employee's effective date will not be covered if it results from a pre-existing condition. Please see the attached Proposal for the time periods that apply to pre-existing conditions.

**Elimination Period/  
Accumulation of Elimination  
Period**

The elimination period is how long an employee must be disabled before benefits begin. We will consider the disability to be continuous if the employee has one or more periods of temporary recovery during the elimination period. This temporary recovery period can accumulate up to 15 days on plans with elimination periods of less than 90 days, or up to 30 days on plans with elimination periods of 90 days or greater.

**Residual (Zero Day Residual)**

The elimination period can be satisfied during a period of partial disability, total disability, or a combination of both.

**Recurrent Disabilities**

If an employee returns to work for less than six months and becomes disabled again due to the same cause, he or she will be eligible for monthly payments without satisfying a new elimination period.

**Special Conditions Limitation**

Special Conditions Limitation is a list of specific conditions with limited benefit duration, as listed in the contract.

**Self Reported Symptoms  
Limitation**

Self Reported Symptoms Limitation means conditions insured employees describe to a doctor that cannot be verified by medical tests. These conditions have a limited benefit duration.

**Additional Benefits – Long Term Disability and Voluntary Long Term Disability**

**Survivor Benefits**

If an employee passes away after being disabled for at least 180 consecutive days, and is receiving benefits at the time of death, a lump-sum payment will be paid to his or her beneficiary.

**Waiver of Premium**

Long Term Disability premium is waived if an employee has a disability for which benefits are payable.

**Social Security Assistance**

We will provide services to assist disabled employees in obtaining Social Security benefits.

**Workplace Modifications**

We may reimburse the employer for reasonable costs of workplace modifications to help a disabled employee return to work.

**Vocational Rehabilitation  
Assistance**

We may provide services, such as vocational testing and training, job modifications and job placement, to help a disabled employee return to active employment. Employees who participate in an approved vocational rehabilitation program are eligible to receive an additional 5% benefit for up to 12 months.

**W-2 Preparation and FICA Match Service for STD and LTD**

**Work Retention Assistance**

We may provide vocational rehabilitation services to an employee who has a potentially disabling condition in order to minimize the effects of the medical condition and aid the employee in maintaining employment with the employer.

**W-2 Preparation**

We prepare and mail W-2 forms reporting both taxable and non-taxable disability benefits, as required by the IRS. Disability income and withholding reports are provided to the employer.

**Employer FICA Match Service**

We will make automatic, timely deposits to the IRS of both the employee and matching employer Social Security and Medicare taxes applicable to the employee's disability income payments. The employer does not reimburse us for these taxes when we provide FICA Match Service.

The benefit descriptions contained in this Proposal are intended to be a brief outline of coverage and are not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

**BILL NO. 5060**

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE 2017 DENTAL INSURANCE PREMIUMS FROM DELTA DENTAL FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** NOVEMBER 8, 2016

**FINAL READING:** NOVEMBER 10, 2016

**INITIATED BY:** HUMAN RESOURCES

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

W6: We will provide and maintain competitive employee compensation including benefits.

**STAFF REPORT:**

See medical insurance Staff Report.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** Account varies by department

**ATTACHED INFORMATION:**

BILL NO. 5060

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING THE 2017 DENTAL INSURANCE PREMIUMS FROM DELTA DENTAL FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson’s insurance broker, Ollis Akers & Arney Insurance evaluated submitted proposals and recommends Delta Dental; and

**WHEREAS**, of the proposals which were received, DELTA DENTAL OF MISSOURI has been recommended for approval by staff; and

**WHEREAS**, the Board of Aldermen desires to award the contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

Section 1: The Board of Aldermen hereby approves DELTA DENTAL OF MISSOURI for DENTAL INSURANCE COVERAGE FOR FULL-TIME EMPLOYEES OF THE CITY OF BRANSON in the amount of \$36.82 per Employee; \$73.62 per Employee + Spouse; \$81.46 per Employee + Child(ren); \$109.98 per Employee + Family, and authorizes the Mayor to execute the contract in substantially the form attached as Exhibit “1.”

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

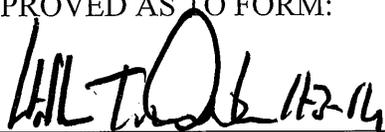
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Karen Best  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William T. Duston  
City Attorney



## ENROLLMENT AGREEMENT

Delta Dental of Missouri (DDMO) and City of Branson  
(hereafter called Company) agree:

Name of Company

1. **Benefits** - Commencing with the Effective Date, DDMO will furnish benefits for dental care to eligible and enrolled employees and dependents (if applicable) of Company in accordance with the Group Membership Certificate, the applicable Schedule of Benefits, and the Summary Plan Description issued by DDMO for Group from time to time (all of which are made a part of this Agreement), provided that applicable dues have been paid. Copies of the Group Membership Certificate, the Schedule of Benefits, and Summary Plan Description in effect on the Effective Date are attached to this Agreement.
2. **Group Members and Dues** - Company, as sponsor for the group health plan, will give each eligible employee an opportunity to enroll and become a DDMO member, will remit to DDMO the applicable dues, and will receive all notices from DDMO on behalf of the enrolled employees (and their enrolled dependents) and communicate such information to the enrolled employees (and their enrolled dependents).
3. **Enrollment Conditions** -
  - (a) Company certifies that, as of the Effective Date, it has 250 eligible employees.
  - (b) Company agrees that at least 100% of its eligible employees as of the Effective Date and 75% of such employees' eligible dependents must be enrolled under this Agreement as DDMO members.
  - (c) If the number of DDMO members participating under this Agreement is ever less than that required above, DDMO may either terminate this Agreement by giving written notice of termination to Company, or DDMO may change the dues by giving 31 days written notice to Company, which change shall be effective as of the date specified by DDMO in the notice given of such change in the dues.
  - (d) DDMO enrollment regulations in force from time to time shall apply to this Agreement and to Company's memberships hereunder. Such regulations may be waived by DDMO signing an attachment to this Agreement. Unless so waived, these regulations are incorporated herein by this reference.
4. **Termination** - After this Agreement's initial term, either party may terminate this Agreement on an anniversary of the Renewal Date. Termination is accomplished by giving thirty-one (31) days prior written notice to the other. Termination of this Agreement for any reason terminates the DDMO membership hereunder of the enrolled employees of Company (and their enrolled dependents).
5. **Data on Members** - Company will furnish DDMO with all data necessary to the determination of dues, payment of benefits, or administration of any provisions of this Agreement, the Group Membership Certificate, the applicable Schedule of Benefits, and the Summary Plan Description. Such data includes names, age and sex, dates of eligibility and termination, and any other relevant information DDMO requests.
6. **Inadvertent Error** - Inadvertent or clerical error by either Company or DDMO shall not prejudice any person's coverage. However, if any such error is discovered to have resulted in reduction or non-payment of dues which should otherwise have been payable, Company shall remit such dues.

Conversely, if such error is found to have resulted in an overpayment, DDMO shall refund such overpayment.

- 7. **Dues** - All dues and service charges shall be due and payable in advance. The initial charges must be paid on or before January 1, 2017. Dues and service charges may be paid within a grace period of thirty-one (31) days from the due date of each payment after the initial payment.

DDMO may change the dues by giving 31 days written notice to Company. Such change shall only be effective on the Renewal Date of this Agreement or any anniversary of the Renewal Date, unless the change is the result of a change in the number of members as provided in Section 3(c) above, or a change in benefits required by state or federal law or any change in the interpretation of state or federal law.

- 8. **Effective Date and Renewal Date** - For the purpose of carrying out the provisions of this Agreement, the effective date is January 1, 2017 (Effective Date) and the renewal date is January 1, 2018 (Renewal Date).

- 9. **Term** - This Agreement shall continue in force for a period of 12 months beginning with the Effective Date. After the initial term, it will automatically renew for successive terms of one year each commencing on the Renewal Date and each anniversary of the Renewal Date unless not later than thirty-one (31) days prior to the end of the then-current term either party notifies the other party that this Agreement will not renew, in which event this Agreement will expire on the last day of the then-current term. This Agreement replaces any prior agreement between Company and DDMO.

- 10. **Status** - DDMO may provide enrollment and disenrollment information to the "Plan Sponsor" (within the meaning of 45 CFR 164.103) or a "Business Associate" (within the meaning of 45 CFR 160.103) of the Plan. The Company certifies that it is the "Plan Sponsor" for the group health plan which includes the dental benefits provided hereunder ("Plan"). The Company agrees that it will have and maintain a fully-executed Business Associate Agreement with any "producer" or "agent of record" designated by the Company for the Plan ("Broker") that provides services for or on behalf of the Plan, and will promptly notify DDMO, in writing, of such designated person and any changes thereto. The Company will provide a copy of such fully-executed Business Associate Agreement to DDMO, upon its request. The Company authorizes to DDMO to disclose to the Broker information and data concerning the Plan's dental benefits and claims, participation in the Plan, enrollment in or disenrollment from the Plan and other information relating to the Plan.

- 11. **Acceptance By Company** - The Company shall, and is hereby deemed to, accept and be bound by this Agreement by payment of the Company's dues or by the signature of an authorized Company officer below.

City of Branson

Delta Dental of Missouri

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signing

*Tom M. Pyle*  
Regional Vice President  
~~President and CEO~~

**APPROVED AS TO FORM:**

*10-21-14*



Date: 08/31/16  
 Group Name: City of Branson  
 Group Numbers: 1022-1006  
 State: Missouri  
 Renewal Period: 01/01/17 through 12/31/17  
 Experience Period: 08/01/14 through 07/31/16  
 Funding: Fully-Insured

<b><u>Incurred Claim Analysis</u></b>	<b><u>Prior Period</u></b>	<b><u>Current Period</u></b>
Beginning Experience Date:	08/01/14	08/01/15
Ending Experience Date:	07/31/15	07/31/16
Paid Claims:	\$154,607	\$140,033
Change in Reserves:	\$1,546	\$1,400
Benefit Changes:	\$390	\$141
Seasonality Adjustment:	\$0	\$0
Provider Fee Changes:	\$0	\$0
Adjusted Incurred Claims:	\$156,543	\$141,574
Annual Trend Factor: 5.9% per Year	1.149	1.085
Projected Incurred Claims:	\$179,841	\$153,577
Exposure Months:	2,995	3,064
Projected Incurred Claims PEPM:	\$60.05	\$50.12
Period Weighting:	33.00%	67.00%
Weighted Projected Incurred Claims PEPM:	\$53.40	
Projected Exposure Months:	3,168	
Weighted Projected Incurred Claims:	\$169,171	

<b><u>Rate Development:</u></b>	<b><u>Formula</u></b>	<b><u>Final</u></b>
Weighted Projected Incurred Claims:	\$169,171	
Target Loss Ratio with Commissions:	78.98%	
Commission Percentage:	2.00%	
Required Premiums (excludes ACA Tax):	\$219,763	
Annualized Premium at Current Rates:	\$217,139	
Experience Rated Increase:	1.21%	
Increase for ACA Carrier Tax:	0.00%	0.00%
Required Premiums w/ACA Tax:	\$219,763	\$217,139
Overall Increase:	1.21%	0.00%

<b><u>Current Rates</u></b>	
Employee	\$36.82
Employee & Spouse	\$73.62
Employee & Child(ren)	\$81.46
Family	\$109.98
<b><u>Renewal Rates:</u></b>	
Employee	\$36.82
Employee & Spouse	\$73.62
Employee & Child(ren)	\$81.46
Family	\$109.98

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL ACCEPTING THE PROPOSAL OF CARSON-MITCHELL, INC. PERTAINING TO THE HIGHWAY 76 PHASE 1A SURFACE IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**FIRST READING:** NOVEMBER 10, 2016

**FINAL READING:** NOVEMBER 22, 2016

**INITIATED BY:** ENGINEERING DEPARTMENT *DHM/cdh*

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**BRANSON COMMUNITY PLAN 2030:**

Community Character: CC 2.2.1; 2.3.1; 2.3.2; 1.1.2; 6.1.1; 2.1.4; & 2.5.1  
Transportation : T1.1.2

**STAFF REPORT:**

Proposals were received on October 25, 2016 for the Highway 76 Phase 1A Surface Improvements. Originally referred to as a promenade, this portion of the work includes the sidewalks, landscaping, street lighting, etc. Phase 1A extends from Ripley's Believe It Or Not Museum on the west to Rosalee Street on the east.

Proposals were received from two firms and the proposals were based upon the original design plans from CFS Engineers. The proposals were structured so as to best evaluate the lowest and *best* proposal. Weighted evaluation criteria was included in the requirements for the proposals that addressed: Schedule (25% weight) Project Management (25% weight) Price (25% weight) Traffic Plan (15% weight) and Safety (10% weight). After the initial evaluation, the project management team assigned points for the proposals and presented that to the Capital Improvements Committee:

Carson-Mitchell  
71 Points

Emery Sapp and Sons  
55 Points

After reviewing proposals received, the Capital Improvements Committee voted to recommend that Carson-Mitchell of Springfield be awarded the contract for the Phase 1A Surface Improvements. "Alderman Seay made a motion to recommend staff negotiate a contract with Carson-Mitchell, Inc. seconded by Alderman Booth. Vote was: Five in favor, one opposed.

After the selection recommendation decision from the Capital Improvements Committee, the city staff and Highway 76 Revitalization Program Management Team conducted a lengthy "Value Engineering" conference with Carson-Mitchell, Inc. Implemented cost reduction items moderated any impractical and unrealistic design elements while maintaining the quality and goals for the project improvements. The result is a construction contract price of \$5,800,000. It is anticipated that even more cost reduction items will be identified and implemented. The enabling ordinance includes the not to exceed construction cost of \$5,800,000.

It is anticipated that the improvements will be complete by Memorial Day 2017 assuming typical winter weather conditions.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW: EN1301 140-5010-510.90-11**

**ATTACHED INFORMATION:**

BILL NO. 5072

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PROPOSAL OF CARSON-MITCHELL, INC. PERTAINING TO THE HIGHWAY 76 PHASE 1A SURFACE IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson advertised for proposals for the construction of the surface improvements located within the Spirit of 76 Complete Streets Phase 1A project area; and

**WHEREAS**, the proposal from Carson-Mitchell, Inc. has been recommended for approval; and

**WHEREAS**, the Board of Aldermen desire to award the contract to construct the Highway 76 Phase 1A Waterline Improvements.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:**

- Section 1: The Board of Aldermen hereby accepts the proposal of Carson-Mitchell, Inc. pertaining to the Highway 76 Phase 1A Surface Improvements for \$5,800,000 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".
- Section 2: The Board of Aldermen hereby authorizes the additional expenditure of up to 10% of the proposal cost accepted in Section 1, through Change Orders approved by the City Administrator.
- Section 3: This Board of Alderman hereby authorizes the City Administrator to approve change orders for contractual time extensions, as necessary, in accordance with the City's change order policy established in Resolution 98-R04.
- Section 4: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Karen Best  
Mayor

ATTEST:

APPROVED AS TO FORM:

 11-9-16

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

\_\_\_\_\_  
William T. Duston  
City Attorney

## DESIGN-BUILD CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Carson-Mitchell, Inc. hereinafter called "Design-Build Contractor", and the City of Branson, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas, the City of Branson is seeking proposals from Design-Builders for construction of surface improvements for Phase 1A of the 76 Revitalization Program.

The improvements will include, but not be limited to, grading, concrete curb and gutter, concrete sidewalk, retaining walls, asphalt pavement patching, pavement markings, traffic control, and landscaping. Improvements shall be constructed in accordance with City of Branson Technical Specifications for Public Improvement Projects. Missouri Department of Transportation (MoDOT), Manual of Uniform Traffic Control Devices (MUTCD), or other local, state or federal may also apply; however, the City of Branson Technical Specifications shall take precedence.

By necessity, the design of the improvements will be completed in small segments of approximately one block at a time as the project progresses. Likewise, the improvements will have to be constructed in said small segments, and in close coordination with the utility relocation projects, which are already under way. Potential construction sequencing will be required. Said sequencing will be variable and subject to frequent change.

The parties to this contract agree to the following:

1. Manner and Time for Completion. The Design-Build Contractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform work, and to perform said work at Design-Build Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by May 19, 2017 (substantial completion) with a final completion date of July 19, 2017. A Notice to Proceed shall be issued by the City Engineer within 30 days after the date of this contract. Design-Build Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

2. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

3. Missouri Immigration Law Affidavit. Design-Build Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Design-Build Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of this construction contract, and that its employees are lawfully eligible to work in the United States.

4. Required Safety Training.

- A. Design-Build Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. Design-Build Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work as part of this contract for City improvements commences.
- C. Design-Build Contractor acknowledges and agrees that any of Design-Build Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- D. Design-Build Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.

5. Notice of Penalties for Failure to Provide Safety Training.

- A. Pursuant to Section 292.675, RSMo, Design-Build Contractor shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), plus One Hundred and no/100 Dollars (\$100.00) for each on-site employee employed by Design-Build Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 4 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 4 above have lapsed.
- B. Violations and imposition of the penalty described in Paragraphs 4 & 5 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

6. Insurance. Without limiting any of the other obligations or liabilities of the Design-Build Contractor, the Design-Build Contractor shall secure and maintain at its own cost and expense, throughout the duration of this contract and until the work is completed and accepted by City, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The forms and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Design-Build Contractor to maintain adequate insurance coverage at all times during the term of the contract. Failure of the Design-Build Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Design-Build Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company prior to modification, cancellation or nonrenewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the Branson City Engineer.

- A. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars (\$1,000,000.00), including

occupational disease provisions for all employees of the Design-Build Contractor and subcontractor.

- B. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Design-Build Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson must be named as additional insured. Blasting operations shall not be performed unless and until the Design-Build Contractor has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.
- C. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson must be named as additional insured. The policy must also specify that the Design-Build Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.
- D. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the Engineering Department, City of Branson, Missouri by registered mail."
- E. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs B and C hereof shall provide adequate protection for the Design-Build Contractor against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this Contract.

NOTE: Subparagraph F is construed to require the procurement of Design-Build Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general Design-Build Contractor whose subcontract has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general Design-Build Contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Design-Build Contractor.

- F. The Design-Build Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Design-Build Contractor to furnish current

insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, Branson, MO 65616.

- G. The Design-Build Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Design-Build Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission if Design-Build Contractor, its servants, agents, or subcontractors, arising out of the award of this contract to Design-Build Contractor.
- H. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Design-Build Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Design-Build Contractor agrees to provide, at a price not exceeding Design-Build Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1<sup>st</sup> each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see <http://www.insurance.mo.gov/industry/sovimunity.htm>). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.
- I. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above described policies.

7. Liquidated Damages. For each sub-phase within the Phase 1A project, once a reasonable schedule has been mutually agreed upon by the 76 Revitalization Program Management Team and the Design-Build Contractor, the 76 Revitalization Program Management Team will deduct \$1,000 from any amount otherwise due under this contract for every day the Design-build Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time specified, or any extension thereof, or fails to complete the work by such time, providing that the City does not terminate the right of the Design-Build Contractor to proceed. The Design-Build Contractor agrees that such stipulated damages are a reasonable measure of the City's damages for delay and are not intended as a penalty, and Design-Build Contractor agrees to be stopped from asserting any argument or position to the contrary. The 76 Revitalization Program Management Team is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

For the entire Phase 1A project, once a reasonable schedule has been mutually agreed upon by the 76 Revitalization Program Management Team and the Design-Build Contractor, the 76 Revitalization Program Management Team will deduct an additional \$2,000 from any amount otherwise due under this contract for every day the Design-Build Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete

the work by such time, providing that the City does not terminate the right of Design-Build Contractor to proceed. The Design-Build Contractor agrees that such stipulated damages are a reasonable measure of the City's damages for delay and are not intended as a penalty, and the Design-Build Contractor agrees to be stopped from asserting any argument or position to the contrary. The 76 Revitalization Program Management Team is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable), are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.

However, the 76 Revitalization Program Management Team understands that the Phase 1A project has numerous unforeseen circumstances. Therefore, the 76 Revitalization Program Management Team and their representatives shall exercise judgment in assessing Liquidated Damages, based on the Design-Build Contractor's reasonable progress and good faith effort to complete the project without causing the City undue damages.

8. Contract Price. City shall pay Design-Build Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to:

Five Million Eight Hundred Thousand and 00/100 Dollars \$(5,800,000.00)

9. Performance, Labor and Materials Payment Bond. The Design-Build Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this contract and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Design-Build Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Design-Build Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

10. Payment Procedures. Design-Build Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the City Engineer as provided in the General Conditions.

- A. Progress Payments/Retainage. City shall make progress payments on account of the Contract price on the basis of Design-Build Contractor's Applications for Payment as recommended by 76 Revitalization Program Management Team, on or about the 15<sup>th</sup> day of each month during construction as provided in paragraphs B and C below. All such payments will be measured by the performance against the Critical Path Schedule as discussed in the Job Special Provisions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values.
- B. Prior to completion, progress payments will be made in an amount equal to the percentage

indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as City Engineer shall determine, or City may withhold, in accordance with the General Conditions.

- C. 90% of work completed (with the balance being retainage). If work has been 50% completed as determined by 76 Revitalization Program Management Team, and if the character and progress of work have been satisfactory to City and 76 Revitalization Program Management Team, the City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.
- D. Upon completion, in an amount sufficient to increase total payments to Design-Build Contractor to 99% of the contract price (with the balance being retainage), less such amounts as 76 Revitalization Program Management Team shall determine, or City may withhold, in accordance with the General Conditions.
- E. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, City shall pay the remainder of the Contract Price.

11. Interest. All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

12. Design-Build Contractor's Representations. In order to induce City to enter this Contract, Design-Build Contractor makes the following representations:

- A. Design-Build Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents including "technical data".
- B. Design-Build Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
- C. Design-Build Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- D. Design-Build Contractor is aware of the general nature of work to be performed by City and others at the site that relates to the work as indicated in the Contract Documents.
- E. Design-Build Contractor has correlated the information known to Design-Build Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

13. Design-Build Contractor's Responsibility for Subcontractors. It is further agreed that Design-Build Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Design-Build Contractor is for the acts and omissions of persons it directly employs. Design-Build Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to bind all subcontractors to the same specifications that bind the Design-Build Contractor, insofar as applicable to the work of subcontractors and to give Design-Build Contractor the same power regarding termination of any subcontract as the City may exercise over Design-Build Contractor under any provisions of this

contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

14. General Independent Design-Build Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Design-Build Contractor will be an independent Design-Build Contractor and not the City's employee for all purposes., including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Design-Build Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Design-Build Contractor's activities and responsibilities hereunder. The Design-Build Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Design-Build Contractor and the City, and the City will not be liable for any obligation incurred by the Design-Build Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid subcontractors.

15. Termination. The City reserves the right to terminate this contract by giving at least five (5) days' prior written notice to the Design-Build Contractor, without prejudice to any other rights or remedies of the City should the Design-Build Contractor be adjudged a bankrupt, or if Design-Build Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Design-Build Contractor or for any of its property, or if Design-Build Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Design-Build Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this contract.

Termination for Convenience of City. The City shall have the right at any time by written notice to Design-Build Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Design-Build Contractor shall immediately stop work. In such event, City shall not be liable to Design-Build Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Design-Build Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Design-Build Contractor.

16. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 13, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Design-Build Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

17. Guards and Lights. The Design-Build Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Design-Build Contractor during construction.

18. Liability and Indemnity.

- A. In no event shall the City be liable to the Design-Build Contractor for special, indirect or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- B. The Design-Build Contractor shall defend, indemnify, and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Design-Build Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Design-Build Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- C. The Design-Build Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- D. The indemnification obligations of Design-Build Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Design-Build Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- F. Design-Build Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Design-Build Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Design-Build Contractor under this contract.

19. Payment for Labor and Materials. The Design-Build Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Design-Build Contractor shall execute the payment and performance bonds attached hereto.

20. Payment. The City will pay the Design-Build Contractor in accordance with the rate set forth in the Contract Documents, on file in the Engineering Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Design-Build Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Design-Build Contractor and agreement by both the City and the Design-Build Contractor that the Design-Build Contractor has fully performed the work to be paid for in such

progress payments in conformance with the contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Paragraph 4 above shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Design-Build Contractor under this contract.

21. Contract Documents. The contract documents shall consist of the following:

- A. Contract & Addendums
- B. All Change Orders
- C. Design-Build Scope
- D. Standard General Conditions, Technical Specifications & Job Special Provisions
- E. Proposal/Bid – Construction Sequencing Exhibit
- F. Instructions to Design-Build Contractors
- G. Performance Bond
- H. Payment and Material Bond
- I. Non-Collusion Affidavit
- J. Notice of Award & Notice to Proceed
- K. City Business License
- L. Certification of Individual Bidder/Affidavit
- M. Contractor's Qualifications
- N. Subcontractor Disclosure Statement
- O. Unit Price Table

\*Notice to Design-Build Contractors: This contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

22. Subsurface Conditions. Design-Build Contractor agrees and stipulates that Design-Build Contractor is on constructive notice of the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey, and the Design-Build Contractor stipulates that all subsurface conditions reported therein are reasonably anticipated or foreseeable.

23. Conflict of Interest. In accepting this Contract, Design-Build Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Branson, Missouri, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

24. Assignment. The Design-Build Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Design-Build Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract.

25. Nondiscrimination. The Design-Build Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Design-Build Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

26. Certification of Nonresident/Foreign Contractors. The Design-Build Contractor shall procure and maintain during the life of this contract:

- A. If the Design-Build Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27. Notices. All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Design-Build Contractor at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

28. Occupational License. The Design-Build Contractor shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Design-Build Contractor. No contract will be executed by the City until this occupational license has been obtained.

29. Compliance with Laws. Design-Build Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Design-Build Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Design-Build Contractor, is current.

30. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

31. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

IN WITNESS WHEREOF, CITY and DESIGN-BUILD CONTRACTOR have signed two copies of this Contract. One counterpart each has been delivered to DESIGN-BUILD CONTRACTOR and CITY. All portions of the Contract Documents have been signed, initialed or identified by CITY and DESIGN-BUILD CONTRACTOR.

This Contract will be effective on \_\_\_\_\_, 20\_\_ (which is the effective date of the Contract).

CITY OF BRANSON, MISSOURI

DESIGN-BUILD CONTRACTOR

Carson-Mitchell, Inc.

By: \_\_\_\_\_  
Karen Best, Mayor

By: \_\_\_\_\_

(SEAL)

(SEAL)

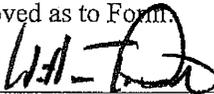
Attest \_\_\_\_\_  
Lisa K. Westfall  
City Clerk

Attest \_\_\_\_\_

Address for giving notices  
110 W. Maddux  
Branson, MO 65616

Address for giving notices:  
2119 E. Division  
Springfield, MO 65803

Approved as to Form:

 11-9-16

William T. Duston, City Attorney

**Branson Board of Aldermen  
Staff Report and Recommendation**

**ITEM/SUBJECT:** READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE TOURISM AND CAPITAL FUNDS.

**FIRST READING:** NOVEMBER 10, 2016      **FINAL READING:** NOVEMBER 22, 2016

**INITIATED BY:** FINANCE DEPARTMENT

**CITY ADMINISTRATOR RECOMMENDATION:**

Recommend approval of the bill.



**STRATEGIC GOAL/COMPREHENSIVE PLAN:**

Accountability and Financial Stewardship: We will ensure the efficient and appropriate use of public funds by being good financial stewards on behalf of our residents and businesses.

**STAFF REPORT:**

Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment.

The purpose of this budget amendment is to facilitate the Board's desire to provide marketing funds to the DBBA for marketing and wayfinding signs during the construction phase of the downtown area. This amendment will account for expenditures from the Marketing campaign included in "Exhibit A" from the Tourism Fund and will be payable as a reimbursement after the expenditures are complete.

This budget amendment is necessary to approve the expenditures in FY2016. This budget amendment will decrease the Tourism Fund Balance for FY2016 by \$10,000.

**STAFF RECOMMENDATION:**

Staff recommends approval of the bill.

**PROPOSED MOTION:**

Move to approve the bill.

**FINANCIAL REVIEW:** Various Accounts

**ATTACHED INFORMATION:** Downtown Streetscape Marketing Campaign

**Downtown Streetscape Marketing Campaign**

*10 k from City 2016*

*10 k from City 2017*

**Television \$5,000**

Production of Commercials

KY3

KSPR

Kolr 10

Branson Visitor TV

The Vacation Channel

**Radio \$3,000**

Hometown Radio

Bott Radio

KLFC Radio

**Print \$2,000**

Design for Print

Branson Tri-Lakes News

The Daily Independent

Brochures

Flyers

BILL NO. 5073

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE TOURISM AND CAPITAL FUNDS.**

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**WHEREAS**, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

**WHEREAS**, Section 2-418 of the Branson Municipal code states that any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen; and

**WHEREAS**, it is necessary to adjust monies for the Tourism and Capital Funds in the 2016 budget.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:**

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the Tourism and Capital Funds.

	<u>Amount</u>
240-1095-510.9140 (Transfer to Capital Projects)	\$10,000
Unreserved Fund Balance -- (Tourism Fund)	(\$10,000)
140-5010-510.9011 EN1201 (Capital Expenditure)	\$10,000
140-0000-499.1240 EN1201 (Transfer from Tourism)	(\$10,000)

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Karen Best  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 11-9-16  
\_\_\_\_\_  
William T. Duston  
City Attorney