

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, March 13, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Discuss 28E Agreements between Linn County and the City of Center Point for Rental Housing and Property Maintenance Inspection services.

Discuss and decide a Vacancy Form requesting an Accounting Manager for the Auditor's office.

Discuss and decide to authorize Steve Estenson, Risk Management Director to sign a Claim Service Agreement with EMC Risk Services for third party administration of workers' compensation claims.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence**Appointments****Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

**LINN COUNTY AND CITY OF CENTER POINT
AGREEMENT FOR RENTAL HOUSING INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Center Point, Iowa, shall be known as the *Linn County and City of Center Point Agreement for Rental Housing Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Rental Housing Regulations of the City of Center Point to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect rental housing units as specified in the City's adopted Rental Housing Code.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

<i>Building Division:</i>	The Building Division of the Linn County Department of Planning and Development.
<i>Code Official:</i>	The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County <i>Rental Housing Code</i> .
<i>City:</i>	The City of Center Point, Iowa.
<i>Code:</i>	The current version of Chapter 105, Buildings and Building Regulations: Article VII of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

County: The County of Linn, Iowa.

Code Compliance Officer: The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1 Place of Registration. Landlord and property registration will be made at the City of Center Point, 200 Franklin Street, Center Point, IA. The City shall remit to the County a copy of all registered residential rental properties.

Fees. Applicant fees are to be paid directly to the City by the applicant. Monthly the County will bill the City for all rental services performed within the City.

The bill will include an itemized list of the rental services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Center Point agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for rental housing as established by Resolution number 2022-9-146 approved by the Linn County Board of Supervisors

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Rental Housing Code*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of required rental housing inspections shall be made by the County to the owner or authorized agent.

5.3. Inspections. The City shall provide the County with a list of all units which are to be inspected for Rental Housing Code compliance. This list shall be updated by the City every six months. The County shall be responsible for creating and maintaining a schedule for the required inspections of all units identified on the list.

5.4. Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules. The County will notify the City of any changes to the inspection schedule.

5.5. Certificate of Inspected Housing. A Certificate of Inspected Housing shall be issued by the County to the owner or authorized agent upon successfully passing inspection and shall be valid for two (2) years once the rental unit has passed all inspections required by the Rental Housing Code.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. *Records maintenance.* The County shall maintain records of rental units, rental inspections, inspection results, certificates of inspected housing, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner. For the sixty days following the termination of this agreement over after the five-year maintenance period has passed, whichever comes later, the City shall have at its option and own expense, to right to obtain copies of all records maintained by the County.

7.2. *Activity reports.* The County shall provide, if requested, quarterly reports to the City of inspection activities in the City. The reports shall include the number and type of inspections performed, and number of certificates of inspected housing issued. Other information may be included in the reports as mutually agreed.

8. HOLD HARMLESS

The City of Center Point shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Rental Housing Code shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

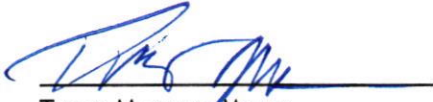
12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

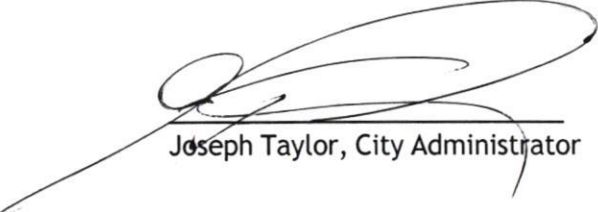
The effective date of this Agreement is 03/01/2023 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.



Traer Morgan, Mayor
City of Center Point

Louis Zumbach, Chair
Linn County Board of

Supervisors Attest:



Joseph Taylor, City Administrator

Joel Miller, Auditor

Prepared by & to be returned to Linn County Planning & Development 935 2nd
Street S.W., Cedar Rapids, Iowa 52404-2100 319-892-5130

**LINN COUNTY AND CITY OF CENTER POINT
AGREEMENT FOR PROPERTY MAINTENANCE INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa, and the City of Center Point, Iowa, shall be known as the *Linn County and City of Center Point Agreement for Property Maintenance Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Property Maintenance Regulations of the City of Center Point to protect the public health, safety, and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect and determine property maintenance violations as specified in the City's adopted Property Maintenance Code.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

<i>Building Division:</i>	The Building Division of the Linn County Department of Planning and Development.
<i>Code Official:</i>	The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County <i>Property Maintenance Code</i> .
<i>City:</i>	The City of Center Point, Iowa.
<i>Code:</i>	The current version of Chapter 105, Buildings and Building Regulations: Article VI of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

<i>County:</i>	The County of Linn, Iowa.
<i>Code Compliance Officer:</i>	The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1. Fees. Inspection fees are to be paid directly to the City by the property owner. Monthly the County will bill the City for all property maintenance services performed within the City.

The bill will include an itemized list of the property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Center Point agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for property maintenance as established by Resolution number 2022-9-146 approved by the Linn County Board of Supervisors

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Property Maintenance Code*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of property maintenance inspections shall be made by the county to the owner or authorized agent.

5.3 Inspection requests. Property maintenance inspection requests shall be made by the City to the county. Customers will be directed to contact the City with complaints, concerns, and requests relating to property maintenance. Requests may be made via email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four-hour notice is required prior to an inspection.

5.4 Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules. The County will notify the City of any changes to the inspection schedule.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of property maintenance investigation requests, investigation results, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner. For the sixty days following the termination of this agreement over after the five-year maintenance period has passed, whichever comes later, the City shall have at its option and own expense, to right to obtain copies of all records maintained by the County.

7.2. *Activity reports.* The County shall provide if requested, quarterly reports to the City of inspection activities in the City. The reports shall include the number and type of inspections performed, and the number of certificates of inspected housing issued. Other information may be included in the reports as mutually agreed.

8. HOLD HARMLESS

The City of Center Point shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

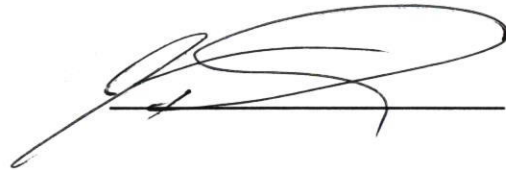
The effective date of this Agreement is 03/01/2023, or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.



Traer Morgan, Mayor
City of Center Point

Louis Zumbach, Chair
Linn County Board of

Supervisors Attest:



Joseph Taylor, City Administrator

Joel Miller, Auditor

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCountyIowa.gov



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Clifford Crimmins

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Accounting Manager

DEPARTMENT: Auditor

SHIFT/HOURS: M-F 8-5

NUMBER OF POSITIONS: 1.0

VACANCY DATE: 9-30-2022

NEW POSITION FUNDING SOURCE(S):

Exchange for vacant Deputy Auditor - Tax Manager.

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Trade for existing budgeted position

DURATION OF POSTING (must remain open a minimum of 10 days): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☒ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____

DEPARTMENT HEAD

1/24/2023

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: HR has worked with the Auditor Office to develop this management position as a replacement for a bargaining unit when a deputy position.

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell

HUMAN RESOURCES DIRECTOR

1-30-23

DATE

APPROVED BY: Shannon

FINANCE/BUDGET DIRECTOR

1/31/23

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

TWO PARTY CLAIM SERVICE AGREEMENT

This Two Party Claim Service Agreement (the “Agreement”) is entered into by and between Linn County, an Iowa municipality with its primary place of business at Cedar Rapids, Iowa, (“Client”) and EMC Risk Services, LLC, an Iowa limited liability company with its principal offices in Des Moines, Iowa, (“ERS”) (together the “Parties”).

WHEREAS Client is a qualified self-insurer of certain risks and desires that ERS furnish certain claim services to the Client with respect to their self-insured exposures and ERS is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. Definitions.
 - (a) “Claim” shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the risks enumerated on the Schedule of Risks and Retention, attached as Exhibit A and incorporated, and which is reported to ERS and within Client’s self-insured retention as stated on Exhibit A.
 - (b) “Excess Claim” shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the risks enumerated on Exhibit A reported to ERS that exceeds Client’s self-insured retention as stated on Exhibit A.
2. Effective Date and Term. This Agreement shall commence on 3/1/2023 (“Effective Date”) and shall remain in effect for a period of three (3) years, unless terminated earlier pursuant to this Agreement. The term of this Agreement shall automatically renew for additional successive terms of one (1) year (each a “Renewal Term”), unless terminated pursuant to this Agreement. Exhibit C may be modified as agreed upon between the parties without need for modification of the Agreement.
3. Notification. Client shall submit Claims to ERS as soon as reasonably practical once Client receives notice of the Claim; provided however, that First Reports of Injury under the workers’ compensation risks shall be submitted by Client, in a format agreed to by the parties, to ERS within two (2) business days after Client receives notice of any such Claim.
4. Claim Services. Subject to the terms and conditions of this Agreement and timely payment of applicable fees, ERS shall provide the claims adjusting and administration services (“Claim Service(s)”) listed in Exhibit D, which is attached and incorporated, for Client in connection with Claims occurring on or after the Effective Date and ending when the Claims are closed, unless Claims Services are terminated earlier pursuant to this Agreement.
5. Allocated Loss Adjustment Expense. In the course of providing Claim Services, ERS may incur expenses on behalf of Client (“Allocated Loss Adjustment Expense(s)” or “ALAE(s)”). Client shall be consulted with respect to such ALAEs, to the extent

reasonably practical, on items which are discretionary or material in amount. ALAEs include, but are not limited to, the following items or services:

- (a) Fees of attorneys or other authorized representatives, when permitted, for legal services.
- (b) Court costs, alternate dispute resolution costs, and other specific items of expense, including but not limited to:
 - (1) Medical examinations of a claimant to determine the extent of liability, degree of permanency, or length of disability;
 - (2) Expert medical or other testimony;
 - (3) Autopsy;
 - (4) Witnesses and summons;
 - (5) Copies of documents, such as birth and death certificates, and medical treatment records;
 - (6) Impartial examinations ordered by applicable workers' compensation boards;
 - (7) Arbitration fees;
 - (8) Surveillance;
 - (9) Appeal bond costs and appeal filing fees;
 - (10) Claim search fees, including for fraud detection;
 - (11) EDI State Reporting Expense for workers' compensation; and
 - (12) Call center expenses.
- (c) Extraordinary medical costs containment and other expenses, whether performed by an outside vendor or an ERS employee, incurred for the purpose of controlling losses and to ensure that only the reasonable and necessary costs of services are paid, may include, but are not limited to:
 - (1) Bill auditing expenses for any medical or vocational services rendered, including hospital (inpatient or outpatient), nursing home, physician, chiropractic, physical therapy, and medical or vocational rehabilitation vendor bills and medical equipment or pharmacy charges;
 - (2) Hospital utilization reviews, including pre-certification/pre-admission, when applicable, and concurrent or retrospective reviews;
 - (3) Preferred provider network/organization expenses;
 - (4) Medical fee review panel expenses;
 - (5) Case management services expenses, including medical summaries;
 - (6) Rehabilitation services expenses; and
 - (7) Pharmacy management services expense.
- (d) Expense(s) not defined as losses which are directly related to and directly allocated to the adjustment of a particular Claim and/or which are required to be performed by any applicable statute or regulation.
- (e) Fees of independent adjusters and investigators, subject to prior approval of Client.
- (f) Salaries, overhead and traveling expenses of ERS employees while doing activities previously listed as ALAEs.

6. Excess Claims. ERS shall have no responsibility with respect to Excess Claims. ERS shall notify Client of its receipt of an Excess Claim. If requested in writing by Client, ERS will cooperate with the Client's Excess Claim insurance carrier by providing such insurance carrier with access to ERS's claim files, if any, on such Excess Claim.
7. Claim Settlement Authority. ERS shall have authority to settle all Claims under this Agreement as set forth in the Settlement Authority Schedule, attached as Exhibit B and incorporated.
8. ERS Reports. ERS shall provide the following reports:
 - (a) Within twenty (20) days after the end of each applicable month, a monthly Claim loss run detailing, by report period, year-to-date and inception-to-date figures and the following information by accident date: policy number (if more than one); claim number; state; location number; total incurred loss expense broken down by medical expense, indemnity expense and ALAE; outstanding and suggested reserves (loss and loss adjustment); Claims Payment Fund activity; and such other information reasonably requested by Client;
 - (b) A report of any Claim reserve in the amount of \$5,000 or greater and any change in a Claim reserve of \$10,000 or greater; and
 - (c) A Large Loss Report and a copy of the claim file for any Claim involving death or other catastrophic loss and an Additional Large Loss Reports whenever there is a change in the reserve on such Claims.
9. Funding Arrangement.
 - (a) ERS will make Claim and ALAE payments on a continuous basis from funds provided only by Client as described in this Agreement (the "Funding Arrangement"). Pursuant to a separate agreement between a bank designated by ERS ("Processing Bank") and ERS, ERS will maintain a loss payment account with the Processing Bank for Client ("Claims Payment Fund") consisting only of Client's money. If Client fails to fulfill its obligations under the Funding Arrangement, ERS may immediately suspend all payments of Claims and ALAE.
 - (b) The Claims Payment Fund shall be funded by Client as follows:
 - (1) Client shall pay to ERS a deposit of fund of \$145,000 ("Funding Deposit") to be deposited into the Client's Claims Payment Fund.
 - (2) Each month ERS will invoice Client for amounts paid from or charges assessed against the Funding Deposit during the previous month. Payment shall be made by Client via ACH, check, or authorized sweeping of Client's bank account and shall be received by ERS within two (2) business days of invoice.
 - (3) ERS reserves the right to require Client to pay to ERS additional amounts in the Claims Payment Fund for claim payments and to cover higher payout levels of

Claims (“Special Requests”) which could deplete the Claims Payment Fund to less than 20% of the Funding Deposit. In the event an adjustment in the Funding Deposit is required, ERS will provide Client with documentation of the analysis and notification of the amount of increase in the Funding Deposit. With mutual agreement, the Client may adjust the fund based on claims payment experience. The increase to the Funding Deposit must be received by ERS within five (5) business days after Client is notified of the need for an increase. Prior to any Renewal Term, or in the event this Agreement is not renewed or is terminated for any reason, ERS may request an adjustment to the Funding Deposit.

10. Files. The parties agree that all Claim files, including all related electronic data, are owned by Client, and Client shall have the right to copy any and all Claim files or any documents related to any Claim. ERS shall retain and store closed Claim files for such period as is required by ERS’s record retention policies, or such other time as Client and ERS may mutually agree. When ERS’s obligation to retain and store Claim files ends, ERS shall either return and/or destroy closed Claim files as directed by Client. ERS shall maintain a disaster recovery plan for records maintained on behalf of Client under this Agreement which shall include all necessary steps relating to the storage and protection of records, and emergency backup procedures and facilities to avoid business interruption or damage to the records.
11. Duties of Client. Client shall timely report all Claims to ERS. Client shall cooperate with ERS in the investigation of any Claim and promptly provide any information ERS reasonably requests for the purpose of investigating a Claim.
12. Service Fees and Payment. Client agrees to pay ERS the fees for the Claim Services provided pursuant to this Agreement and such other services as Client may request, including, but not limited to loss control services, as the fees are set forth in the Service Fee Schedule, which is attached as Exhibit C and incorporated. Fees will be computed either on a per Claim or per claimant basis, as specified in Exhibit C. Invoices shall be due within thirty (30) days. The charges for Claim Services and other requested services are exclusive of the charges for loss or ALAE payments. Payment of fees shall be subject to the following:
 - (a) Upon written notification by ERS, Client agrees to reimburse ERS for any taxes, assessments or escheat obligations, any interest expense assessed against or incurred by ERS before or after payment of such amounts, and any other related charges, penalties or fines, including reasonable attorneys’ fees, that ERS may incur in connection with such amounts, or for which ERS is imposed with the duty to act as agent for collection; unless such amounts, charges, penalties or fines, including attorneys’ fees, were caused by the negligence or willful misconduct of ERS, and any such amount shall be due and payable upon the written notification.
 - (b) Client shall have sole discretion to determine whether any claim or assessment for taxes, assessments or escheat obligations shall be paid, compromised, litigated or appealed and as to all matters of procedure, compromise, defense or appeal or any

other aspects of any claim or assessments concerning Client's liability.

- (c) In the event any amounts due under this Agreement are not paid on or before the due date, ERS reserves the right to charge interest at the monthly rate of one and one-half percent (1.5%), from the date of ERS's demand for payment until the date of payment.
- (d) Fees are non-refundable.
- (e) ERS will adjust Claims for a two (2) year period. If the Claim remains open after two (2) years, then a reload service fee as set forth in the Service Fee Schedule will be assessed.

13. Status of Parties.

- (a) ERS, its affiliates and agents, shall act in an independent capacity as independent contractors and not as officers or employees of Client.
- (b) ERS's provision of Claims Services to Client shall not preclude ERS from providing similar services to others.

14. Representations and Warranties. Each party warrants and represents that the transactions contemplated (1) are within the corporate powers of the party; (2) have been duly authorized by all necessary corporate action; (3) constitute the legal, valid and binding obligation of the party, enforceable against it in accordance with its terms; and (4) do not conflict with, result in a breach of, or constitute a default under the provisions of any law, regulation, licensing requirement, charter provision, by-law or other instrument applicable to the party or to which the party may be bound. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, ERS MAKES NO OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND CLIENT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Indemnification.

- (a) ERS shall indemnify, defend, and hold harmless Client, and its directors, officers, agents, and employees, against any and all claims, lawsuits, penalties, administrative proceedings, judgments, costs or expenses, including but not limited to reasonable attorney's fees, resulting from, or arising out of or in connection with the gross negligence or willful misconduct on the part of ERS or its employees. ERS shall have no duty to indemnify and hold harmless Client or its directors, officers, agents and employees from claims arising out of (i) actions of ERS or its employees taken at the specific direction of Client, its employees, agents or delegated third parties, or (ii) the negligence or fault of Client or its employees and agents.
- (b) Only to the extent permitted by the Iowa Constitution and the laws of the State of Iowa, Client shall indemnify, defend, and hold harmless ERS, its parents, and any subsidiaries and affiliates, and their directors, officers, agents, employees, and those

of its parent, subsidiaries, and affiliates, from and against any and all claims, lawsuits, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses, and all other liabilities of any kind, including, without limitation, extra-contractual and punitive damages, settlement costs, judgments, and attorney's fees incurred by ERS as a result of any third party claim, demand, or proceeding, which shall include, but is not limited to, the following bases:

- (1) ERS actions taken pursuant to Client's specific direction.
- (2) Client's failure to provide, or provide in a timely fashion, a properly completed copy of the employer's First Report of Injury.
- (3) ERS's inability to process and/or pay the initial or subsequent disability payment, vocational rehabilitation maintenance payment and any automatic indemnity benefit penalty within the prescribed deadlines, as a result of the late reporting to ERS, or any other action or inaction, by Client, of the accident, incident, disability or facts necessary to enable ERS to make proper determination of benefit entitlements; such notice shall be deemed late if all necessary and complete documentation is not received in ERS's designated claim servicing facility at least five (5) business days prior to the payment deadline.
- (4) ERS's inability to maintain complete Claim information as a result of Client's failure to provide, or failure to provide in a timely fashion, information as required, including, but not limited to, the date of employer's first knowledge of injury and necessary information of any involved subsidiary operations.
- (5) ERS's inability to maintain properly documented Claim files in all areas as required by the applicable workers' compensation act, regulation, edict or guideline, if the information is unavailable as a result of Client's failure to provide, or failure to provide in a timely fashion, the necessary documentation or information as required.
- (6) Any other failure by ERS to comply with the applicable workers' compensation act or other applicable administrative guidelines, regulations, or edicts related to the adjustment or settlement of claims or as a result of Client's failure to provide, or failure to provide in a timely fashion, any necessary documentation or information as prescribed by law, or as a result of Client's action or inaction which prohibits ERS from properly complying with the appropriate law, regulation or guideline.

(c) This clause shall survive termination of this Agreement.

(d) Nothing in the Agreement is construed to be a waiver of the defenses available to Client under Chapter 670 of the Iowa Code.

16. Insurance. While obligations under this Agreement remain to be performed by ERS, ERS

shall maintain in force such insurance policies as are normal and customary or required by law. Upon either Client's request, ERS shall provide a certificate of insurance or other evidence of coverage.

17. Limitation of Liability.

- (a) ERS makes no representation that Client is authorized to insure or to self-insure the risks set forth in Exhibit A. It is the responsibility of Client to obtain all necessary authorizations from any applicable insurer or governmental authorities. Client acknowledges and agrees that ERS is not an insurance carrier and that this Agreement is not a policy of insurance. ERS's provision of Claim Services will have no effect upon any of Client's insurance, even if provided by ERS's parent or any of its parent's affiliates or subsidiaries. ERS reserves the right to not provide Claim Services in any state or other political jurisdiction if such services are prohibited by the laws or regulations of that jurisdiction.
- (b) ERS shall have no liability when:
 - (1) ERS makes a recommendation to Client that Client declines to follow and ERS follows an alternative course of action at the direction of Client;
 - (2) Client has delegated its decision-making responsibilities to a third party and ERS makes a recommendation to the third party that the third party declines to follow and, instead, ERS follows an alternative course of action at the direction of the third party;
 - (3) ERS follows a course of action directed by Client or the delegated third party without a recommendation from ERS; or
 - (4) Any person not a party to this Agreement attempts to enforce this Agreement against ERS.

18. Events of Default; Breach.

- (a) The following are events of default under this Agreement:
 - (1) Client fails to make any payment of charges or fees on or before the due date;
 - (2) Client fails to fulfill any of its obligations under this Agreement; or
 - (3) ERS or Client become insolvent or is unable to pay its debts as they become due or is declared bankrupt or insolvent, a debtor relief proceeding has been brought by or against it, a receiver or trustee is appointed to take possession of the party's properties, loss of license, abandonment, or other material breach.
- (b) In the event ERS or Client breach this Agreement, the breaching party shall have thirty (30) days after it receives notice of the breach from nonbreaching party to cure such breach. If the breach is not cured within thirty (30) days, then this Agreement

shall terminate immediately upon receipt by the non-breaching party of written notice termination.

19. Termination.

- (a) This Agreement may be terminated by either Party upon ninety (90) days prior written notice for any reason or immediately upon written notice to the defaulting party of the occurrence of any Event of Default.
- (b) Notwithstanding the termination or expiration of this Agreement, Client shall remain fully liable to ERS for all Claim Services charges, fees, losses (paid and incurred), ALAEs and all other sums due pursuant to this Agreement with respect to losses, fees, and ALAE incurred and Claims reported before such termination or expiration, and ERS shall have the right to deduct such Claims Service charges, fees, losses (paid and incurred), ALAEs and all other sums due from the Accounts or Funding Deposit if need be. All such obligations of Client shall be deemed to survive any such termination or expiration of this Agreement.
- (c) ERS will continue to provide Claim Services for Claims which were incurred and reported prior to termination of this Agreement until Claim conclusion, unless otherwise notified by Client in writing. However, if, after termination of this Agreement, Client fails to fulfill its obligations, ERS may immediately discontinue all Claim Services upon giving notice to Client.
- (d) After termination of this Agreement, if requested by Client, ERS may agree to provide Claim Services to Client for Claims which were reported, or which occurred, after termination, subject to the parties reaching agreement as to the type of Claim Services, the price for Claim Services and the method by which ERS will be reimbursed by Client for performance of those Claim Services.
- (e) Notwithstanding anything to the contrary, ERS shall not be obligated to provide any Claim Services for any Claim in which the last Claim or Claims Payment Fund has been closed for two years, unless specifically requested in writing by Client, Client deposits sufficient funds in the Claims Payment Fund as ERS deems reasonably necessary, and ERS and Client agree to method and price by which ERS will be reimbursed fees by Client.
- (f) ERS agrees that Client shall have the right, in the event of a termination of this Agreement, to immediate possession of all claim files and other records relating to such Claims and that this right may be exercised at any time after termination

20. Examination of Records. Client shall have the right to examine any Claim file or time sheets relating to the specific Claim maintained by ERS pursuant to this Agreement; provided, however, that any examination of individual Claim files shall be carried out in a manner designed to protect the confidentiality of the individual's medical and professional information and that any examination shall be conducted during the normal business hours

of ERS and pursuant to reasonable restrictions imposed by ERS, including the confidentiality provisions of this Agreement.

21. Assignment and Subcontracting. A party to this Agreement may not assign or otherwise transfer its rights or interest in this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld; Notwithstanding the foregoing, (i) any party may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets; and (ii) ERS may at any time assign its rights and delegate its duties hereunder to Employers Mutual Casualty Company ("EMC") or any of EMC's affiliated companies and (iii) ERS may provide services through a subcontractor who has been approved by Client. In addition, Client acknowledges and agrees that all or some of the Claim Services provided hereunder may be provided by EMC or EMC's affiliates or subsidiaries.

22. Disputes; Waiver of Jury Trial; Choice of Law & Jurisdiction

- (a) In the course of providing Claim Services, in the event of any disagreement between ERS and Client as to directions provided to ERS by Client with respect to the investigation and/or adjustment of any Claim that ERS, in good faith, believes would violate any applicable law or subject any of the Parties to liability under the applicable bad faith law of any applicable jurisdiction, ERS may investigate and/or adjust such Claim as it, in good faith, believes is appropriate. Any dispute as to the investigation and/or adjustment of such claim shall be resolved in good faith.
- (b) If an irreconcilable difference of opinion, dispute or claim should arise between Client and ERS, both parties agree to try to resolve such by good faith negotiations.
- (c) The parties waive any and all right to a jury trial for any claims arising out of or in any way related to this agreement.
- (d) This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by any party to enforce this Agreement shall be brought only in any state or federal court located in the State of Iowa, County of Polk. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

23. Confidentiality.

- (a) For the purpose of this Agreement, the following information shall be "Confidential Information": (1) all information or data disclosed, provided, or to which access is granted, by one party to the other party pursuant to or as a result of receiving or performing services or obligations under this Agreement; (2) all information contained in the Claims files maintained by ERS pursuant to this Agreement and any related statistical information; (3) all information subject to privacy statutes and regulations, including but not limited to personally identifiable or health-related

information disclosed by any person during the performance of the Claim Services, but excluding any information within the public domain or that comes into the public domain other than by breach of this clause; (4) trade secrets as defined in Iowa Code Chapter 550 or an equivalent applicable state or federal statute or common law.

- (b) Confidential Information includes, but is not limited to, information that is in written, graphic, tangible, oral, electronic, or magnetic form, and regardless of whether designated or labeled as “confidential.”
- (c) Both Parties acknowledge and warrant that it will maintain all Confidential Information in compliance with any and all applicable state and federal laws relating to privacy, including those that pertain to the maintenance, disclosure, and use of personal information.
- (d) Each party shall use Confidential Information only to fulfill its obligations under this Agreement. Each party shall hold the other party’s Confidential Information in trust and confidence using the same level of care it uses to protect its own Confidential Information from disclosure, but in no event less than commercially reasonable care. Neither party shall disclose, make available, or grant access to the Confidential Information to any other party, person, or entity except:
 - (1) Its employees, officers, and contractors who (i) need to know the Confidential Information in order for the party to fulfill its obligations under this Agreement, (ii) are informed of the confidential nature of the Confidential Information, and (iii) are required to protect the Confidential Information with at least the same level of confidentiality as provided in this Agreement;
 - (2) As may be authorized in writing by the party that disclosed the Confidential Information;
 - (3) As may be required by law or legislative, administrative, or judicial order, provided the receiving party uses diligent efforts to limit disclosure and obtain confidential protection, and consults with the disclosing party to allow the disclosing party to participate in the proceeding;
 - (4) For purposes of taking professional advice from persons under a like duty of confidentiality; or
 - (5) As allowed under the EMC privacy policies available at <https://www.emcins.com/misc/privacypolicy.aspx>.
- (e) Each party shall, where practical, consult with the other parties before making any disclosure contemplated under this Section so as to allow the other party the opportunity to intervene in the legal proceeding.
- (f) Each party shall maintain all applicable and appropriate attorney-client and other legal privileges.

(g) In the event either ERS or Client learns of or has reason to believe that any Confidential Information has been disclosed to or accessed by any unauthorized party ("Security Event"), that party shall within ten (10) business days give notice of such Security Event to the other party and cooperate in any ensuing investigation.

(1) Upon termination or expiration of this Agreement, each party shall destroy the other party's Confidential Information in its possession, provided that each party may retain one (1) copy in accordance with its respective document retention policies.

(2) Each party's respective obligations under this Section shall survive the expiration or termination of this Agreement.

(h) ERS acknowledges that the Client is bound by Chapter 22 of the Code of Iowa.

24. General Provisions.

(a) The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

(b) This Agreement and its Exhibits set forth the entire understanding of the parties and supersede any prior agreement or understanding relating to this subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. Specifically, Exhibit C may be amended by mutual written agreement if claims activity changes or volume is other than originally contemplated.

(c) No waiver of any of the provisions of this Agreement, including any event of default, shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(d) This Agreement is for the sole benefit of the Parties and in no event shall this Agreement be construed to be for the benefit of any third party, and ERS shall not be liable for any loss, liability, damages or expense to any person not a party to this Agreement.

(e) Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties.

(f) Should all or any part of any provision contained in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

(g) Each notice or other instrument referred to in this Agreement shall be in writing to the other party, to the specified contact that may be designated from time to time,

and shall be deemed given to a party when (1) delivered by hand or by nationally recognized overnight courier, (2) five business days after a writing is deposited in the mail, postage prepaid and registered, addressed to each party at the address set forth below or at such other address as such party may designate, or (3) same day if sent by email to the other party's email address provided that it is sent during the other party's normal business hours and the sender does not receive a response that the message could not be delivered and no out-of-office reply or message is generated.

If to ERS:

EMC Risk Services, LLC
717 Mulberry Street
Des Moines, Iowa 50309
ATTN: Barbara A. Sullivan, President and COO
Email:

If to Client:

ATTN: _____

Email: _____

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as dated below:

EMC RISK SERVICES, LLC

Date: 3/8/2023

By: Barbara Sullivan
Barbara A. Sullivan, CPCU, AIC
Title: President and Chief Operating Officer

CLIENT

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

(Self-Insured Policy information to be documented here)

EXHIBIT B

ERS SETTLEMENT AUTHORITY SCHEDULE

Prior to offering or accepting any settlement in excess of \$10,000, ERS shall submit a written report to Client requesting authority. Once authority is granted, ERS will contact the claimant and/or the claimant's attorney and make an offer to resolve the Claim. Before any settlement above this amount is issued, ERS may make a special request for funding of the settlement amount as such settlements.

ERS shall notify Client of large reserve changes as indicated in the Special Handling Instructions.

Workers' Compensation Claims: ERS is authorized to pay all authorized and covered medical bills and initiate permanent partial disability payments up to the rating as determined by the authorized treating physician and all state specific applicable interest. ERS shall have authority to settle workers' compensation Claims without the prior approval of Client up to \$10,000.

EXHIBIT C

SERVICE FEE SCHEDULE

Claim Fees shall be effective as of the Effective Date, or upon the agreed established date. The claim fees will include all Medicare and State EDI filings as required.

Client agrees to pay ERS the following fees:

Incidents Only	\$	35.00 per claim
Medical Only	\$	248.00 per claim
Complex Medical Only	\$	425.00 per claim
Indemnity/Full Investigation	\$	1205.00 per claim
Assume Existing Claims	\$	725.00 per claim

Medical Bill Review and Pharmacy Management:

28% of Savings and \$9.00 per bill

Nurse Case Management	\$	\$ 120.00 per hour (plus, reasonable expenses)
Medical/Legal Review	\$	\$120.00 per hour
Loss Control Services:	\$	\$120.00 per hour (plus, reasonable expenses)

On-Line Claims Submission, Administration and Reporting

This includes quarterly file reviews and loss or trending reporting as requested, access to the online claims system with ability to file claims online. Our claims system is easy and intuitive.

Reports available include a variety of loss and safety reports that are provided upon a schedule

or per request, as well as reports that can be tailored to the specific business needs of Linn County. First two system users included.

Administrative Fees:	\$ 250.00 per month
Ad-Hoc Reporting – Programming	\$ 275.00 per report
Additional System Users:	\$ 500.00 each (2 included)
OSHA Data Reporting	\$ 500.00 per month

File Transfer Fees

If requested, we will collect and aggregate your loss data from a previous TPA into our system to provide the County clean, structured and accurate reporting of your total claims spends and loss data over the years.

One-time Data Transfer fee: \$ TBD – based on work from Sedgwick

Reload Service Fee: \$ 275.00 per claim

ERS will adjust Claims for a two (2) year period. If the Claim remains open after two (2) years, then a reload service fee as set out above will be invoiced.

EXHIBIT D

CLAIM SERVICES

- (a) For each Claim, acknowledge receipt of the claim, establish and maintain a separate claim file, identify each claim with a unique file number, and, as applicable, make all appropriate filings with the applicable workers' compensation state office.
- (b) Perform the necessary investigation and documentation of the Claim, including but not limited to, Medical Summaries, File Reviews, and adjuster notes, upon which to base a decision regarding liability and damages exposure; secure information required for the adjustment of each Claim, including a medical authorization; and provide investigation in the preparation of the defense for Claims which are subject to litigation.
- (c) Maintain a list of outside physicians and other specialists for independent examination and evaluation as necessary.
- (d) Establish and maintain reasonable claim reserves for each Claim, based upon the investigation and adjustment of the
- (e) Claim.
- (f) Evaluate each Claim with respect to the potential total cost of the Claim; the need for medical management or rehabilitation services, as may be applicable including for workers' compensation Claims; and such other matters as are routinely evaluated in the industry. ERS may engage such medical case managers, vocational counselors, independent medical examiners and specialists, and legal counsel to provide opinions with respect to compensability and debatable denials as ERS determines necessary in the scope of each Claim.
- (g) Make specific recommendations as to the disposition of the Claim.
- (h) Negotiate and settle Claims when appropriate within ERS' judgment and consistent with its authority.
- (i) If any payment is warranted based upon factual investigation and evaluation of Client's liability, compute the amount of any loss payments on the Claim, issue such payment and maintain a record of all payments in each Claim file.
- (j) With respect to litigated Claims:
 - (1) Maintain a list of recommended attorneys; provided however, that (i) Client may request the selection of legal counsel other than an ERS recommended attorney; and (ii) ERS in no way guarantees or warrants the performance or capabilities of the attorneys on the list and shall not be liable in any way for any

acts or omissions of such attorneys.

- (2) Review attorney activity and assist with discovery and pre-trial preparation, including continued negotiation and settlement efforts when warranted.
- (3) Analyze attorney billings for consistency with fee arrangement and necessity for expenses or time incurred.
- (4) Coordinate and expedite, when necessary, communication between Client and attorney as needed.

(k) With respect to Medicare Secondary Payer Reporting Requirements:

- (1) Client has an obligation to perform Mandatory Insurer Reporting (“MIR”) as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (“MMSEA”) (P.L. 110-173).
- (2) MMSEA added mandatory reporting requirements with respect to Medicare beneficiaries who have coverage under group health plan arrangements as well as for Medicare beneficiaries who receive settlements, judgments, awards, or other payment from liability insurance (including self-insurance), no-fault insurance, or workers’ compensation.
- (3) Client agrees to properly register (or, as applicable, to use commercially reasonable efforts to cause its insurer to properly register) with the Centers for Medicare and Medicaid Services (“CMS”) as the Responsible Reporting Entity (“RRE”) and to provide to ERS all relevant information, including the RRE Identification Number(s) assigned.
- (4) ERS shall assist Client with the MIR and shall be the reporting agent for Client with respect to the MIR. Client consents to the disclosure of any required information to ERS for processing Client’s MIR.
- (5) Client agrees that, for each and every Claim reported to ERS for which Client possesses the information, it shall provide to ERS, as soon as required to comply with applicable law and to avoid fines and penalties, and ERS agrees that, for each and every Claim reported to ERS, it shall use commercially reasonable efforts to obtain from claimants to the extent permitted by any applicable law, the following information:
 - (i) Claimant’s first and last name;
 - (ii) Claimant’s date of birth;
 - (iii) Claimant’s gender; and
 - (iv) Claimant’s Health Insurance Claim Number (“HICN”), social security number (“SSN”) or, in the alternative, a form in substantial compliance with CMS model language containing either claimant’s HICN, SSN or a written explanation as to why claimant’s HICN and/or SSN is not provided by claimant.

- (6) Client shall be responsible and shall, upon receipt of an invoice from ERS, pay ERS any and all taxes, duties and assessments, including, but not limited to, sales, ad valorem and excise taxes, duties and assessments, which are assessed, levied or imposed by any governmental entity or tax authority in connection with any service provided pursuant to this Section 4(j). This obligation shall survive the termination of the Agreement.
- (7) In addition to Client's indemnification obligations set out in this Agreement, and in no way limited by those obligations, in consideration of ERS's provision of MIR reporting services, and for other good and valuable consideration, Client agrees to defend, indemnify, and hold ERS harmless from any failure by Client to properly comply with MIR obligations or otherwise comply with the rules and regulations set forth by, or in connection with, CMS that results in any loss, cost, damage or expense, including, but not limited to fines, claims, attorney's fees or other loss, including litigation or administrative proceedings, to the extent arising from or related to the failure of Client to timely or accurately remit to ERS any information in Client's possession required by MIR. The provisions of this Section 4(j) shall survive the expiration or termination of the Agreement.
- (l) Analyze each Claim to assess Client's potential rights against third parties, and, when appropriate, coordinate subrogation of Claims on behalf of Client.