LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, February 3, 2020
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.

Public Hearing and first consideration of a Floodplain ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code.

Discuss a facilities rental agreement between Linn County Options and Kirkwood Community College

Linn County Historic Preservation Commission 2020 Annual Update

Linn County Food Systems Council Update

Discuss the Administrative Services Agreement between Linn County and Wellmark Blue Cross and Blue Shield of Iowa effective July 1, 2019 through June 30, 2020

Discuss the Stop Loss Policy between Linn County and Wellmark Blue Cross and Blue Shield of Iowa effective July 1, 2019 through June 30, 2020

Discuss a Vacancy Form requesting a change in position from a Program Nurse to a Healthy Homes Specialist for Public Health

Discuss a Vacancy Form requesting a temporary Elections Technology Manager for the Auditor’s Office

Approve and authorize chair to sign a Settlement Statement for property located at 207 10th Avenue SW, Cedar Rapids

Approve FY 2020 rural library appropriations, approve and authorize Chair to sign individual contracts for library services, and authorize release of payment to individual libraries upon receipt of their respective contracts.

Discuss Fiscal Year 2020 Witwer Trust Grant funding

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.

Correspondence

Legislative Update

Appointments

Closed Session

The Board will enter into closed session to discuss two separate items:

1) Discuss the purchase or sale or real estate, pursuant to Iowa Code Section 21.5(1)(j)

2) Discuss pending litigation, pursuant to Iowa Code 21.5(1)(c).

1:30
Informal Board Room

Discuss funding and preliminary offers for the proposed Fiscal Year 2021 budget

Other budget discussions if necessary.

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@linncounty.org.
Linn County Ordinance # ______________________

An ordinance amending the Code of Ordinances, Linn County, Iowa
by amending provisions in Chapter 107

Be it enacted by the Board of Supervisors, Linn County, Iowa:

Section 1. See attachment A

Section 2. Repealer. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Saving. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

Section 5. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 3rd day of February, 2020

Second consideration on the 5th day of February, 2020

Third and final passage on the 12th day of February, 2020

Published in the Gazette on the ______ day of February, 2020
LINN COUNTY BOARD OF SUPERVISORS

______________________________
Chairperson

______________________________
Supervisor

______________________________
Supervisor

ATTEST:

______________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA )
               )SS
COUNTY OF LINN )

I, ________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on ________________________, 2020 and published as provided by law on ________________________, 2020

______________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ____________, 2020.

______________________________
Notary Public, State of Iowa
ATTACHMENT A

Proposed UDC Amendments:

Below is the entire text of the proposed ordinance. The existing Section 107-144 in Article VII will be repealed and replaced with the following. Additionally, changes to Section 107-180, Article IX (Definitions) are proposed in support of the new language in Section 107-144. For changes to the definitions, text with a strikethrough represents deleted text and underlined text represents new text.

Sec. 107-144. - Floodplain Overlay District.
(a) Purpose. It is the purpose of the Floodplain Overlay District to promote the public health, safety, and general welfare by minimizing flood losses by adopting provisions designed to:
   (1) Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
   (2) Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
   (3) Require that uses vulnerable to floods, including public utilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
   (4) Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard.
   (5) Ensure that property owners in the county maintain eligibility to purchase flood insurance through the national flood insurance program.
(b) Geographic location. The Floodplain Overlay District shall apply to all lands within the jurisdiction of the county as shown on the flood boundary and floodway maps to be within the base flood elevation (BFE) boundaries.
(c) Establishment of official floodplain zoning map. The county and incorporated areas flood insurance rate map (FIRM), prepared as part of the Federal Emergency Management Agency (FEMA) flood insurance study, dated April 5, 2010, and digital FIRM equivalents are hereby adopted by reference and declared to be the official floodplain zoning map.
(d) Warning and disclaimer of liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions. Flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This chapter shall not create liability on the part of the county or any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.
(e) Floodplain administration. The administrative procedures for applying for, reviewing, ruling, and appealing floodplain permits are described below.
   (1) Duties and responsibilities of zoning administrator. The zoning administrator shall administer and enforce this chapter. Duties and responsibilities of the zoning administrator shall include, but not necessarily be limited to, the following:
      a. Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
      b. Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
      c. Review subdivision proposals and other proposed new development to determine whether such proposals will be reasonably safe from flooding
d. Record and maintain a record of:
   1. The elevation (in relation to National Geodetic Vertical Datum 1929 or North American Vertical Datum 1988) of the lowest floor of all new or substantially improved structures; or
   2. The elevation to which new or substantially improved structures have been floodproofed.

e. Notify adjacent communities and/or counties and the department of natural resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to FEMA.

f. Keep a record of all permits, appeals, variances and such other transactions and correspondence pertaining to the administration of this chapter.

g. Submit to the federal insurance administrator an annual report concerning the county's participation in floodplain management measures, utilizing the biannual report form supplied by the federal insurance administrator.

h. Notify the federal insurance administration of any annexations or modifications to areas within the county's jurisdiction.

i. Review subdivision proposals to insure such proposals are consistent with the purpose of this chapter and advise the board of supervisors of potential conflicts.

j. Maintain the accuracy of the county's flood insurance rate maps when;
   1. Development placed within the floodway district results in any of the following:
      (i) An increase in the base flood elevations, or
      (ii) Alteration to the floodway boundary
   2. Development placed in Zones A, AE, AH, and A1-30, as designated on current FEMA flood insurance rate maps, that does not include a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
   3. Development relocates or alters the channel.
      Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

k. Perform site inspections to ensure compliance with the standards of this chapter.

l. Forward all requests for variances to the board of adjustment for consideration.

m. Forward all requests for floodway district conditional use permits to the planning and zoning commission and board of adjustment.

n. Ensure all requests in subsections (l) and (m) of this section include the information ordinarily submitted with applications as well as any additional information deemed necessary.

(2) Floodplain development permit required. A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development (any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, filling, grading, paving, excavation or drilling operations) including the placement of factory-built homes.

a. Application for floodplain development permit. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
1. Description of the work to be covered by the permit for which application is to be made.

2. Description of the land on which the proposed work is to be done (i.e., lot, block, tract, street address or similar description) that will readily identify and locate the work to be done.

3. Location and dimensions of all buildings and building additions.

4. Identification of the use or occupancy for which the proposed work is intended.

5. Elevation of the base flood.

6. Elevation (in relation to National Geodetic Vertical Datum 1929 or North American Vertical Datum 1988) of the lowest floor (including basement) of building or of the level to which a building is to be floodproofed.

7. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.

8. Such other information as the zoning administrator deems reasonably necessary for the purpose of this chapter.

b. Action for permit application. The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The zoning administrator shall not issue permits for conditional uses or variances except as directed by the board of adjustment.

b. Construction and use to be as provided in application and plans. Development permits issued on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction.

d. Violations. Any use, arrangement, or construction differing from what is authorized shall be deemed a violation of this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this chapter, prior to the use or occupancy of any structure.

(3) Floodway district conditional uses, variances.

a. Floodway district conditional uses. Requests for floodway district conditional uses shall be submitted to the zoning administrator, who shall forward such to the board of adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary by the zoning administrator.

b. Variances. The board of adjustment may authorize upon request in specific cases such variances from the terms of this chapter that will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:

1. No variance shall be granted for any development within the floodway district which would result in any increase in the base flood elevation (BFE). Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

2. Variances shall only be granted upon:

   (i) A showing of good and sufficient cause;
(ii) A determination that failure to grant the variance would result in unnecessary hardship to the applicant; and

(iii) A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense; create nuisances, or cause fraud on or victimization of the public, or conflict with existing local codes or ordinances.

3. A variance shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:

(l) The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100.00 of insurance coverage; and

(ii) Such construction increases risk to life and property.

5. All variances granted shall have the concurrence or approval of the department of natural resources.

c. *Hearings and decisions of the board of adjustment.*

1. *Hearings.* Upon the filing of a request for floodway district conditional use or a variance with the board of adjustment the board shall hold a public hearing. The board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance or evaluation of a professional engineer or other expert person or agency, including the department of natural resources.

2. *Decisions.* The board of adjustment shall arrive at a decision on a floodway district conditional use or variance within a reasonable time. The board of adjustment may, so long as such action is in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons of its decision.

3. *Factors.* For a floodway district conditional use or variance application, the board of adjustment shall consider such factors as contained in this section and all other relevant sections of this chapter and may prescribe such conditions as contained in subsection (e)(3)c.4 of this section:

(i) The danger to life and property due to increased flood heights or velocities caused by encroachments.

(ii) The danger that materials may be swept on to other lands or downstream to the injury of others.

(iii) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.

(iv) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(v) The importance of the services provided by the proposed facility to the county board.

(vi) The requirements of the facility for a floodplain location.
(vii) The availability of alternate locations not subject to flooding for the proposed use.

(viii) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.

(ix) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.

(x) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(xi) The expected height, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.

(xii) Such other factors which are relevant to the purpose of this chapter.

4. Conditions attached to floodway district conditional uses or variances. Upon consideration of the factors listed above, the board of adjustment may attach such conditions to the granting of floodway district conditional uses or variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but are not necessarily limited to:

(i) Modification of waste disposal and water supply facilities.

(ii) Limitation on periods of use and operation.

(iii) Imposition of operational controls, sureties and deed restrictions.

(iv) Requirements for construction of channel modification, dikes, levees, and other protective measures, provided such are approved by the department of natural resources and are deemed the only practical alternative to achieving the purposes of this chapter.

(v) Floodproofing measures

(f) Establishment of floodplain overlay districts. The floodplain areas within the jurisdiction of this chapter are hereby divided into the following overlay districts:

(1) Floodway (overlay) district. The floodway district shall be consistent with those areas identified as floodway on the official floodplain zoning map.

(2) Floodway fringe (overlay) district. The floodway fringe district shall be those areas identified as Zone AE on the official floodplain zoning map but excluding those areas identified as floodway.

(3) General floodplain (overlay) district. The general floodplain district shall be those areas identified as Zone A on the official floodplain zoning map.
(g) **Allowable uses, conditional uses, and performance standards.** Allowable uses and conditional uses in the floodplain overlay districts shall be determined by the more restrictive of the uses listed in the floodplain districts below and those listed in the use table, Table 107-136, for the underlying zoning district. Performance standards for both the overlay and base zoning district must be met. If overlay and base zoning district performance standards are in conflict the more restrictive standard will apply.

(1) **Floodway district allowable uses.** The following uses within the floodway district shall be allowed to the extent that they are not prohibited or controlled by any other section of this chapter or underlying zoning district as shown in Table 107-136. The following uses are allowed provided they meet applicable performance standards of the floodway district and receive any additional permit approvals as required by the U.S. Army Corps of Engineers or Iowa department of natural resources.

   a. Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming, and wild crop harvesting.
   
   b. Private and public recreational uses such as, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, hunting and fishing areas, hiking and horseback riding trails.
   
   c. Residential uses such as lawns, gardens, parking areas and play areas.
   
   d. Open-space uses.
   
   e. Extraction of sands, gravel and other materials.
   
   f. Marinas, boat rentals, docks, piers, wharves.
   
   g. Uses or structures accessory to open-space uses.
   
   h. Utility transmission lines, underground pipelines.
   
   i. Bridges, dams, levees, floodwalls, or similar infrastructure.

(2) **Floodway district conditional uses.** The following uses which involve structures (temporary or permanent), fill, storage of materials or equipment, and affect an area of disturbance equal to or greater than 1 acre, may be permitted only upon issuance of a floodway district conditional use permit, unless prohibited in the underlying zoning district. Such uses must also meet the applicable provisions of the floodway district performance standards.

   a. Uses or structures accessory to open-space uses.
b. Utility transmission lines, underground pipelines.

c. Bridges, dams, levees, floodwalls, or similar infrastructure

(3) Floodway district performance standards. All floodway district uses allowed as a permitted or conditional use shall meet the following standards:

a. No use shall be permitted in the floodway district that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

b. All uses within the floodway district shall:
   1. Be consistent with the need to minimize flood damage.
   2. Use construction methods and practices that will minimize flood damage.
   3. Use construction materials and utility equipment that are resistant to flood damage.

c. No use shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch, or any other drainage facility or system.

d. Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district and shall be constructed or aligned to present the minimum possible resistance to flood flows.

e. Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.

f. Storage of materials or equipment that is buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway district within the time available after flood warning.

g. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the department of natural resources.

h. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.

i. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

(4) Floodway fringe district permitted uses. Permitted uses within the floodway fringe district shall be identical to those identified in the land use table, Table 107-136, for the underlying zoning district, provided the land uses meet applicable performance standards of the floodway fringe district.

(5) Floodway fringe district performance standards. All uses must be consistent with the need to minimize flood damage and shall meet the following applicable performance standards.

a. All structures shall:
   1. Be adequately anchored to prevent flotation, collapse or lateral movement of the structure;
   2. Be constructed with materials and utility equipment resistant to flood damage; and
   3. Be constructed by methods and practices that minimize flood damage.

b. Maximum Damage Potential Uses, Structures, and Facilities — All new or substantially improved maximum damage potential uses, structures, and facilities shall:
   (1) Have the lowest floor (including basement) elevated a minimum of one (1) foot above
the elevation of the 0.2% annual chance flood, or together with attendant utility and sanitary systems, be floodproofed to such a level.

(2) Have, when floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988 or National Geodetic Vertical Datum 1929) to which any structures are floodproofed shall be maintained by the Administrator.

(3) Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, contact the Iowa Department of Natural Resources to compute such data. The applicant will be responsible for providing the department of natural resources with sufficient technical information to make such determinations.

c. Residential structures. Residential structures shall meet the following performance standards:

1. All new or substantially improved residential structures shall have the lowest floor, including basements, utility systems, such as heating and cooling equipment, water heaters and similar devices, elevated a minimum of two feet above the base flood elevation.

2. Construction shall be upon compacted fill which shall, at all points, be no lower than two feet above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon.

3. Alternate methods of elevating (such as piers or extended foundations) may be allowed, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstanding the various forces and hazards associated with flooding.

4. All new residential structures shall be provided with a means of access which will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the zoning administrator determines, based on information provided by the applicant, there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

d. Non-residential structures. All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of two feet above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the state shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation, is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to National Geodetic Vertical Datum 1929 or North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the zoning administrator.

e. New or substantially improved structures. All new or substantially improved structures shall meet the following performance standards:

1. Fully enclosed areas below the lowest floor (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
(i) A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(ii) The bottom of all openings shall be no higher than one foot above grade.

(iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(iv) The enclosed areas, shall be solely used for low damage potential uses such as parking of vehicles, limited storage, and/or access to the building.

(v) A non-conversion agreement shall be executed and recorded with the county recorder's office.

2. New or substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.  

3. New or substantially improved structures must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including duct work) elevated or floodproofed to at least two feet above the base flood elevation.

f. Factory-built homes. All new and substantially improved factory-built homes including those placed in existing factory-built home parks or subdivisions shall be anchored to resist flotation, collapse, or lateral movement, and shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of two feet above the base flood elevation. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

g. Utility and sanitary systems. Utility and sanitary systems shall meet the following performance standards:

1. All new and replacement sanitary sewage systems shall be designed to minimize and eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than two feet above the base flood elevation.

2. On-site wastewater disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

3. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or greater than two feet above the base flood elevation.

4. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

5. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of two feet above the base flood elevation. Other material and equipment must either be similarly elevated, or not be subject to major flood damage and be anchored to prevent movement due to floodwaters, or be readily removable from the area within the time available after flood warning.

h. Flood control structures. Flood control structural works such as levees, flood walls, etc., shall provide, at a minimum, protection from a base flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage. In addition, structural flood control works shall be approved by the department of natural resources.
i. No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.

j. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the department of natural resources.

k. Subdivisions. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that will remain dry during occurrence of a base flood. Proposals for subdivisions shall include base flood elevation data for those areas located within the floodway fringe district. All subdivisions must comply with Article IV, Development Review Processes and Requirements.

l. Elevation exemption of detached garages, sheds, and similar structures.

   1. Detached garages, sheds, and similar structures that are accessory to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied:

      (i) The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 square feet. Those portions of the structure located less than two feet above the base flood elevation must be constructed of flood-resistant materials.

      (ii) The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.

      (iii) The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.

      (iv) The structure shall be firmly anchored to resist flotation, collapse and lateral movement.

      (v) The structure’s service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least two feet above the base flood elevation.

      (vi) The structure’s walls shall include openings that satisfy the provisions of subsection (5)e. of this section.

   2. Exemption from the base flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

(6) General floodplain district permitted uses. All uses within the general floodplain district shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the general floodplain district and receive any additional permit approvals as required by the U.S. Army Corps of Engineers or Iowa department of natural resources.

   a. Any uses which involve placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the department of natural resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the department of natural resources with sufficient technical information to make the determination.

   b. Review by the Iowa department of natural resources is not required for the proposed construction of new or replacement bridges or culverts where:
1. The bridge or culvert is located on a stream that drains less than one hundred (100) square miles, and

2. The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(1)b, Iowa Administrative Code.

(7) General floodplain district performance standards

1. All uses, or portions thereof, to be located in the floodway as determined by the department of natural resources shall meet the applicable provisions and standards of section 107-144(g)3.

2. All uses, or portions thereof, to be located in the floodway fringe as determined by the department of natural resources shall meet the applicable provisions and standards of the floodway fringe district section 107-144(g)5.

(h) Floodproofing measures. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. In order to receive approval for a floodplain development permit, variance, or other approval, the county shall require the applicant to submit a plan or document certified by a registered, professional engineer, stating that floodproofing measures performed by the applicant are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include, but are not necessarily limited to, the following:

(1) Anchorage to resist flotation and lateral movement.

(2) Installation of watertight doors, bulkheads, and shutters, or similar methods of construction.

(3) Reinforcement of walls to resist water pressures.

(4) Use of paints, membranes, or mortars to reduce seepage of water through walls.

(5) Addition of mass or weight structures to resist flotation.

(6) Installation of pumps to lower water levels in structures.

(7) Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.

(8) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.

(9) Construction to resist rupture or collapse caused by water pressure or floating debris.

(10) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.

(11) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure they are not subject to flooding.

(i) Performance standards for recreational vehicles not associated with a campground. Recreational vehicles may not be parked on-site for more than 180 days in a calendar year and must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on wheels or a jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions. Recreational vehicles on site for more than 180 days shall be consider factory built homes and must comply with section 107-177(g)5.f.

(j) Nonconforming Uses - floodplain overlay district. A structure or the use of a structure or premises which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

1. If such use is discontinued for twelve (12) consecutive months, any future use of the building premises shall conform to this ordinance.
2. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this ordinance.

**Article IX, Definitions.**

*Base Flood* means the elevation floodwaters would reach at a particular site during the occurrence of a base flood event the flood having one (1) percent chance of being equaled or exceeded in any given year. (Also commonly referred to as the "100-year flood").

*Development* means any division of land into parcels or lots, including single lot splits; any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations; or the deposit of refuse waste; or storage of equipment or materials.

*Enclosed area below lowest floor* means the floor of the lowest enclosed area in a building when all the following criteria are met:

- a. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of in section 107-144(g)5.e.1 of this chapter, and
- b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
- c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
- d. The enclosed area is not a "basement" as defined in this section.

*Existing construction* means any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the county.

*Existing factory-built home park or subdivision* means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

*Expansion of existing factory-build home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*Factory-built home* means a structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this chapter factory-built homes include mobile homes, manufactured homes, and modular homes; and also includes park trailers, travel trailers, and "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

*Five hundred (500) year flood* means a flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.
Flood insurance study (FIS) means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations a report published by FEMA for a community issued along with the county's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

Floodplain is any land area susceptible to being inundated by water as a result of a flood.

Floodway means the channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge floodwaters or flood flows so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities. Floodways are designated based on specific flood events, such as the 100-year flood cumulatively increase the water surface elevation of the base flood by more than one (1) foot.

Floodway fringe means those portions of the floodplain, other than the floodway, which can be filled, levied, or otherwise obstructed without causing substantially higher flood levels or flow velocities for a specifically designated flood event, such as the 100-year flood special hazard area outside the floodway.

Lowest floor means the floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of enclosed area below lowest floor are met.

Lowest floor means the floor of the lowest enclosed area in a building including a basement except when all the criteria listed in the definition of enclosed area below lowest floor are met following criteria are met.

1. The enclosed area is designed to flood to equalize hydrostatic pressure during floods with walls or openings that satisfy the provisions of section 107-144;

2. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage-potential uses such as building access, parking or storage;

3. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the 100-year flood level and;

4. The enclosed area is not a basement as defined in this section.

In cases where the lowest enclosed area satisfies the criteria of subsections (1), (2), (3) and (4) of this definition, the lowest floor is the floor of the next highest enclosed area that does not satisfy the criteria above.

Maximum damage potential uses, structures and facilities means the flood damage potential associated with healthcare facilities, and like institutions likely to have occupants who may not be sufficiently mobile to avoid injury or death during a flood; buildings or building complexes containing documents, data, or instruments of great public value; structures, buildings, building complexes or facilities that produce, use or store highly volatile, flammable, explosive, toxic and/or water-reactive materials dangerous to the public; public and private utility facilities that are vital to maintaining or restoring normal services to flooded areas before, during, and after a flood including power installations needed in an emergency; communication towers and equipment cabinets; police stations, fire stations, and emergency operations centers that are needed for flood response activities before, during and after a flood and buildings or building complexes similar in nature or use to those listed above.

Mobile home and/or factory-built home park means any site, lot, field, or tract of land upon which two or more occupied mobile or factory-built homes are harbored, either free of charge or for revenue purposes, and shall include any building, structure, tent, vehicle or enclosure used or intended for use as part of the equipment of such mobile home park.
New construction (new buildings, factory-built home parks), flood-insurance rate map, means those structures or development for which the start of construction commenced on or after the effective date of the flood insurance rate map, first floodplain management regulations adopted by the county.

New factory-built home park or subdivision means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the county.

Recreational vehicle means a vehicle that is:

(1) Built on a single chassis;

(2) Designed to be self-propelled or permanently towable by a light duty truck;

(3) Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use; and

(4) Four hundred (400) square feet or less when measured at the largest horizontal projection.

Routine maintenance of existing buildings and facilities means repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure.

Special flood hazard area (SFHA) means the land within the county subject to the "base flood". This land is identified on the county's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

Start of construction, includes substantial improvement, and means the date the building permit was issued, for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), and includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair. Substantial damage also means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair at market rate.

Substantial improvement means (1) any repair, improvement, reconstruction or addition to improvement of a structure, except where the improvement will correct existing violations of state or local health, sanitary, or safety codes, or where the alteration is to an historic structure, provided that the alteration will
not preclude the structure's continued designation as an historic structure. The proposed improvement is considered to be substantial if it satisfies either of the following criteria: structure taking place during a 10-year period, the cumulative cost of which, equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the first improvement of the structure, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.

This term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure".

(2) Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after September 1, 1987, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

Violation means the failure of a structure or other development to be fully compliant with Linn County's Unified Development Code.
FACILITY RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 5/21/2020 by and between KIRKWOOD COMMUNITY COLLEGE (Lessor), whose address is 6301 Kirkwood Blvd. SW, Cedar Rapids, Iowa 52404, hereinafter called Lessor, and Options of Linn County, whose address is set forth on Exhibit A attached hereto, hereinafter called the Lessee, for the considerations hereinafter mentioned,

A. Lessor owns the premises identified on Exhibit A attached hereto ("Premises" or "Facility") which are available for rental.

B. Lessee wishes to rent the Premises upon the terms and conditions set forth herein. Both parties execute this Agreement to set forth the terms and conditions of the rental.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, it is agreed by and between Lessor and Lessee as follows:

1. **Premises and Term:** Lessor hereby rents to Lessee the Premises identified in Exhibit A for the days and times set forth in Exhibit A, and only for the permitted use as specified in Exhibit A ("Program").

2. **Setup:** The Premises shall be set up according to the specifications provided by Lessee to Lessor at the time this Agreement is executed, such set up to be limited to only that equipment which is located on-site at the Premises, which may include, but not limited to, chairs, tables, a lectern or podium, and hookups and power source for audio/visual equipment. Additional audio-visual equipment may be available for a separate fee and will be billed separately (see Exhibit A). 10 business day notification is required if any equipment is needed. Any changes to the specifications must be provided by Lessee to Lessor in writing no later than two (2) business days prior to the Program.

3. **Common Areas:** Lessee and its Program Participants shall have the non-exclusive right to use any and all common areas that are part of the building of which the Premises is a part. The common areas may include hallways, elevator, entrances, rest rooms, parking lot and stairways ("Common Areas"). Common Areas shall not include the cafeteria. Lessee shall do nothing to impede or restrict the use of such Common Areas by Lessor and others. Lessee shall be responsible for and shall indemnify and hold Lessor harmless as set forth in Section 11 for any and all damage to the Common Areas resulting from the use of the Common Areas by the Lessee and its Program Participants.

4. **Rent:** Lessee shall pay Lessor the rent amount set forth on Exhibit A. Any amount due to Lessor not paid prior to or at the time of use, will be invoiced to Lessee. Payment of the invoice must be made upon receipt. Lessor reserves the right to refuse to schedule any future programs proposed by Lessee or in its behalf if amounts are owed to Lessor hereunder. PAST DUE AMOUNTS SHALL ACCRUE INTEREST AT THE RATE OF 18 PERCENT PER ANNUM from the date due until paid in full.

5. **Use:** Lessee will use the Premises only for the conduct of the Program and in a manner for which the Premises are intended to be used. Lessee is responsible for the control of its Program Participants. Lessee’s use is subject to Lessor’s Facility Rental Policy. Lessor reserves the right to change the Rules and Regulations and its Facility Rental Policy from time to time. In the event Lessee wishes to decorate the Premises for the Program, or in any other way materially change the setup of the Premises, Lessee must receive advance approval in writing from Lessor, which approval Lessor may withhold in its sole discretion. In the event approval is granted, Lessee shall return the Premises to its original condition immediately following the Program. Lessee will not post any signs, cards or posters for the Program except in areas designated for such posting by Lessor. All materials are subject to approval by Lessor. Nothing can be temporarily affixed
to any painted surface in any area. Lessee agrees not to interfere in any way with the ordinary use by Lessor or others of any portion of the building or grounds in which the Premises is located, and Lessee acknowledges that other events may be scheduled during the Program in these locations. Lessee agrees that it and its Program Participants shall in no way injure, damage, or deface the Premises, the equipment located in the Premises, or the remaining portion of the building in which the Premises is located. Lessee shall be responsible for and shall indemnify and hold Lessor harmless as set forth in Section 11 for any and all costs and expenses of any such injury, damage or defacement. Any props, equipment, or other items brought into the building, rooms, or hallways by or at the request of the Lessee or its Program Participants must be removed by Lessee upon completion of the Program.

6. **Utilities and Other Services:** Lessor shall at its expense provide all utilities, security and janitorial services for the Premises that would be required for the typical use of the Premises by Lessor during regular business hours. Lessor shall not provide personnel for Lessee’s Program, including but not limited to instructors, proctors, or additional security personnel (other than those security personnel who regularly oversee the Premises). In the event the Lessee’s Program requires extraordinary use of utilities, security or janitorial services, Lessor must agree to such extraordinary use and it will be listed on Exhibit A with any additional charges itemized. If any security personnel are provided by Lessee, such personnel shall be subject to the control of Lessee and Lessee shall provide Lessor with written information regarding the identity of such personnel prior to the Program. Such personnel shall also be fully insured as per Section 9 below.

7. **Cancellation and Termination:**

**Cancellation Prior to Program.** The Lessee must notify Lessor per Section 12 below in writing if it becomes necessary to cancel or reschedule a Program. No fee will be charged to cancel or reschedule a Program if notification of the cancellation is received not later than ten (10) business days prior to the scheduled start date for the Program. If the Lessee must postpone the Program due to a Force Majeure or emergency event not created by Lessee or Program Participants, the Program may be rescheduled without penalty if the Premises are available, all at the discretion of Lessor. Lessor is not liable for any costs incurred by Lessee, as a result of such cancellation or rescheduling. Lessor reserves the right to cancel any Program: (i) in the event of a Force Majeure or emergency event, or (ii) if Lessor determines persons or property might be endangered and/or the Program might in any way be prejudicial to others or not in the best interest of Lessor and/or the community.

**Breach, Cure and Termination.** In the event of default by a party, in addition to all other remedies available herein, at law or in equity, either party may elect to terminate this Agreement by giving the defaulting party written notice of the default and an opportunity to cure ending at the earlier of the day before the Program or ten (10) days after delivery of the notice. If the default is not timely cured, this Agreement shall terminate. Any misrepresentation made by the Lessee to obtain this Agreement with Lessor may be grounds for immediate termination of this Agreement by Lessor.

**Immediate Termination.** If any one of Lessee, its employees, agents, contractors or the Program Participants violate the terms and conditions of this Agreement including but not limited to the Rules and Regulations and the Facility Rental Policy, Lessor may immediately terminate this Agreement and in the event that the Program is then being held, Lessee, its agents, employees and the Program Participants shall immediately vacate the Premises.

8. **Assignment and Subletting:** Lessee shall not sublet, assign or in any manner transfer this Agreement or any interest therein.

9. **Lessee’s Insurance:** Lessee shall procure and maintain a policy of insurance, at Lessee’s sole cost and expense, with a combined single limit of not less than $1,000,000 per occurrence for personal injury, death
10. **Compliance with The Law:** Lessee shall keep the Premises and conduct its Program thereon in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof, will not permit the Premises to be used for any unlawful purpose, and will protect Lessor and save Lessor harmless from any and all fines and penalties that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

11. **Indemnity:** Lessee is fully responsible for the acts and omissions of its employees, agents, contractors and all Program Participants. Lessee is responsible for ensuring that all terms and conditions of this Agreement are followed by its employees, agents, contractors, and the Program Participants. Les will protect, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) imposed upon or incurred by or asserted against KCC by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any common area of the Premises resulting from any act or omission of Lessee or its employees, agents, representatives; or invitees (b) any failure on the part of Lessee or its employees, agents, representatives or invitees to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against Lessor by reason of any such occurrence, Lessee will, at Lessee’s expense, using legal counsel satisfactory to Lessor, resist and defend such action, suit, or proceeding, or cause the same to be resisted and defended. Any settlement of any claim must be approved by Lessor. Lessee, Lessee, a governmental subdivision of the State of Iowa, will only to extent permitted by the Iowa Constitution and laws of the State of Iowa, indemnify, defend, and hold harmless Lessor for acts which arise out of or are in any way direct results of the County’s negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from the Lessor’s negligence in performing its duties and obligations pursuant to this Agreement.

12. **Miscellaneous:**

   a) **Amendments.** None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed by both parties.

   b) **Notices.** All notices to or demands upon one party by the other given under this Agreement shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been either hand delivered, sent by overnight courier, or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the following Address; or at such other address as the party may theretofore have designated by written notice to the other party:
To Lessor: Kirkwood Community College  
Attn: Troy McQuillen  
6301 Kirkwood Boulevard S.W.  
Cedar Rapids, Iowa 52404

To Lessee: At the address for Lessee set forth in Exhibit A.

The effective date of giving of the notice shall be the day the notice is sent and the date of receipt of such notice shall be upon receipt of the notice if delivered by hand or overnight courier, or three (3) days after the date of mailing.

c) **Captions.** The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

d) **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

e) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Iowa. Lessor and Lessee each irrevocably submit to the exclusive jurisdiction and venue of the Iowa State Courts and Federal District Court in Linn County, Iowa. Both parties irrevocably waive a trial by jury of any size.

f) **Force Majeure.** It is understood that at times unavoidable delays result from causes that are beyond the control of either party ("Force Majeure Events") including acts of God, embargo and other governmental act, regulatory requests or directives, fire, floods, accidents, strikes or labor disputes, lockout, war, riot, terrorism, delay in transportation or inability to obtain necessary labor, material or facilities. Should a Force Majeure Event occur which makes it advisable, illegal or impossible for Lessor to provide the Premises to the Lessee, this Agreement will be terminated, and Lessor and Lessee shall be excused from performance hereof. Lessor in such case shall be liable only for the repayment of any amounts paid to Lessor by Lessee prior thereto. In addition, Lessor reserves the right to cancel the Program if and when Lessor otherwise cancels events including classes at its campus or other locations.

g) **Counterparts.** This Agreement may be signed in any number of counterparts each of which shall be considered an original but when taken together shall constitute one document.

h) **Exhibits and Attachments.** All exhibits and other items attached hereto or referred to herein are incorporated into this Agreement by reference. The Facility Rental Policy of Lessor is also incorporated herein by this reference.

13. **Iowa Gift Law:** Lessee acknowledges that under Iowa law Lessor is a state agency. As such, both Lessor and its employees are subject to Iowa Code Chapter 68B, Government Ethics and Lobbying Act, and its requirements and restrictions. Accordingly, Lessee will, in performing its contract with Lessor, abide by the applicable provisions of Iowa Code Chapter 68B. Lessee agrees to make its representatives, agents and employees familiar with the provisions of Iowa Code Chapter 68B.

14. **No alcoholic beverages are permitted on any part of Lessor’s campus and facilities including the Premises unless approved by Lessor’s President.**
This Agreement is effective as of the date first written above.

-Options of Linn County
   
   Lessee

BY: ________________________________
   
   Lessee Representative Signature

Kirkwood Community College

Lessor

BY: ________________________________
   
   Lessor Representative Signature
EXHIBIT A

Provide the information corresponding to the Section of the Agreement that is noted, if noted. In the event no information is needed, indicate by using N/A (Not Applicable).

Premises or Facility (Section 1): Linn County Regional Center, 1770 Boyson Rd, Hiawatha IA 52233
Room 900 from 2PM - 9:30PM

Term (Section 2): 5/21/2020 - 5/21/2020

Rent (Section 3): $325

Permitted Use (Section 4): Annual Awards night

Utilities and Other Services (Section 5): Identify any extraordinary services Lessor is to provide and the cost, if any, thereof to be paid by Lessee. Such as: security personnel, utilities, technical, janitorial services or additional Audio/Visual equipment or service.

Insurance (Section 6): Note that the insurance requirement has been met and attach Certificate of Insurance. Insurance is not required for rental of general classroom space.

Food/Beverage (Section 7): Please note below if there are food and beverage needs for your event. Neither food nor beverages may be brought onto the Premises whether by Lessee, its employees, agents, representatives, contractors or Program Participants without Lessor’s prior consent. Any and all food and beverage arrangements if the Premises are located at Lessor’s main campus at 6301 Kirkwood Boulevard in Cedar Rapids must be made through The Café at KCC by calling 319-398-5665.

Notice Address for Lessee:
1240 26th Ave Ct. SW
Cedar Rapids, IA
52404
Rules and Regulations for Rental Facility Use

a) Use or rental of property owned by Kirkwood Community College (KCC) does not constitute sponsorship by KCC. The KCC logo or sponsorship listing may not be used in promotional materials by an external community, individual or organization without the written consent of the KCC Marketing Services department.

b) KCC reserves the right to refuse the use of any of its facilities for external community purposes subject to state law.

c) KCC facilities cannot be used for commercial purposes, or to provide education or training services that are deemed by KCC to be in competition with KCC.

d) KCC reserves the right to change or cancel classes or business when needed with adequate notification.

e) Excessive noise, damage to the Premises, and improper use of the Premises are prohibited.

f) Any solicitation of or promotion to non-Program Participants by a user or tenants, its employees, agents, representatives or contractors is strictly prohibited. Except as may be specifically provided in the Rental Agreement, distribution of information to non-Program Participants or distribution of information outside of the Premises whether by a user or tenant, its employees, agents, representatives, contractors or otherwise is strictly prohibited.

g) The maximum capacity for all facilities cannot be exceeded whether by order of the Fire Marshal or by City or County Code.

h) In compliance with the State of Iowa Smoke Free Air Act, as of July 1, 2008, KCC’s campus and all KCC locations are property are smoke-free. Tobacco use, including smokeless tobacco, is prohibited.

i) No alcoholic beverages are permitted on KCC’s campus and facilities unless approved by KCC’s President.

j) For safety reasons, the following items are prohibited on KCC’s campus and facilities: candles, incense, firearms, indoors or outdoors fireworks, dangerous weapons including, but not limited to pistols, rifles, explosives and dangerous chemicals; live-cut Christmas trees, space heaters and other portable heating devices, dangerous substances and chemicals including, but not limited to automobile batteries, gasoline, acids, and other dangerous chemicals and latex (such as balloons). No animals will be allowed on KCC’s campus or facilities, other than service animals.

k) Food and beverage are permitted at a KCC facility only with the consent of KCC. If the Premises are located at KCC’s main campus (6301 Kirkwood Boulevard SW in Cedar Rapids), food and beverage requirements must be purchased through The Café at KCC.
ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD OF IOWA

and

Linn County, Iowa
ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made and entered into effective as of the first day of July, 2019 ("Effective Date"), by and between Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company, (herein "Wellmark"), and Linn County, Iowa, an Iowa public entity, with its principal business location in Iowa (herein "County").

RECITALS

1. County is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to County as the "group policyholder".

2. The group health plan is sponsored, funded and designed by County. County wishes to enter into a financial arrangement with Wellmark under which County is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.

3. County desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1
AGREEMENT DEFINITIONS

1.1 “Accountable Care Organization” or “ACO” means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.

1.2 “Administrative Fee” means the amount per Plan Member that Wellmark charges the County for Administrative Services and which includes allocations for Wellmark’s cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on Exhibit “A”, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.

1.3 “Administrative Services” means those services to be performed by Wellmark for County or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar applicable law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.

1.4 “Affordable Care Act” or “ACA” means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, “ACA”), including implementing regulations.
1.5 “Agreement” means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.

1.6 “Amounts Not Covered” means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider’s services contract with Wellmark.

1.7 “Benefits Document” means the written document(s) County makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. County may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.

1.8 “Billed Charge” means the amount a provider bills for services or supplies.

1.9 “Care Coordinator Fee” means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. “Care Coordination” is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member’s health care needs across the continuum of care.

1.10 “Claims Paid” means the dollar amount of Wellmark’s payment on behalf of the County for Incurred Claims.

1.11 “COBRA” means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.

1.12 “Confidential Information” means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the “Disclosing Party”) to the other party, its affiliates, directors, officers, employees and agents (the “Receiving Party”). Confidential Information shall include, but not be limited to, employee, Plan Member, and Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.
1.13 “Covered Charges” means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.

1.14 “Covered Services” means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.

1.15 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.

1.16 “Global Payment/Total Cost of Care” means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.

1.17 “Grandfathered Health Plan or Non-Grandfathered Health Plan” mean the same as such terms are used in the ACA.

1.18 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.

1.19 “Host Blue” means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.

1.20 “Incurred Claims” means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period.

1.21 “Incurred Date” means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.

1.22 “Maximum Allowable Fee” means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark’s contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

1.23 “Medical Management Services” means educational and informational health and care management programs, or wellness services Wellmark may provide to Members designed to encourage Members’ good health and help them make better health care decisions. Medical Management Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, advanced care management, or other programs.
1.24 “Member” means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by County.

1.25 “Network Access Fee” means the amount charged to County to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit “A”, and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.

1.26 “Network Savings” means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on County’s bill.

1.27 “Patient-Centered Medical Home” or “PCMH” means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

1.28 “Plan” means the group health plan or plans established, sponsored and maintained by County, the terms of which are described in the applicable Benefits Document.

1.29 “Plan Member” means a common law employee or other individual identified by County as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.

1.30 “Plan Year” means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit “A”.

1.31 “Protected Health Information” or “PHI” means the same as the term “protected health information” in 45 CFR §160.103.

1.32 “Provider Incentive” means an additional amount of compensation paid to a health care provider, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.

1.33 “Rating Period” means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A”.

1.34 “Shared Savings” means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
“Telehealth Services” means Covered Services provided to a Member during a telehealth visit, or virtual visit. A “telehealth visit” is an actual real time video interaction between a health care provider and a Member in the geographic area served by Wellmark when an evaluation and management like service is provided.

“Value-Based Program” means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

“Wellmark Confidential Information” means any information with respect to Wellmark’s systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.

ARTICLE 2
RESPONSIBILITIES OF COUNTY

2.1 Group Health Plan Compliance. County is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group health plan design, eligibility, and compliance. County will exercise its responsibilities in the time required by law and has full responsibility for all of the following:

a. Maintaining the Plan, determining Plan design, and funding payment of Incurred Claims;

b. Determining eligibility criteria for Members subject to certain Wellmark enrollment and underwriting guidelines, including the requirements for locations or Members located outside of Iowa; County is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;

c. Designating the Plan Year for the Plan;

d. Complying with all applicable laws, reporting and disclosure requirements, including specifically the following: (i) preparing and furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage ("SBC"), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. County will also make available to Members on request the uniform glossary of insurance-related terms; (ii) complying with any applicable non-discrimination laws in the design and administration of the Plan; and (iii) furnishing all notices and fulfilling all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;
e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information County provides to Wellmark. County is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to County’s satisfaction that the document(s) meet all of County’s legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of County’s express timely approval of any Benefits Document(s) provided by Wellmark will be considered County’s approval that the draft documents are consistent with benefit information provided by County, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, County will make the Benefits Document(s), and Provider directories, if applicable, available to Plan Members;

f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.7 of this Agreement;

g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. County shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;

h. If the coverage of any Plan Member or Member is terminated retroactively, County represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;

i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;

j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. County is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to County in the applicable employees’ wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;

k. County shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and

l. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.
2.2 Enrollment Information; Social Security Number Reporting; Information Requirements. County agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. County shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person’s rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. County recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

County shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark’s proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. County acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

2.3 County Representation regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility. County represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods. County shall enroll persons eligible for coverage in the Plan in advance of each person’s effective date of coverage and shall provide Wellmark with each person’s name, Plan selection, Social Security number, and other required identifying information. County shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, County shall provide Wellmark with updated required information as such changes occur. County shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. County’s delay in providing eligibility changes to Wellmark more than three (3) months following the effective date of the change shall delay the requested effective date of coverage for the person and may cause Incurred Claims not to be paid.

2.4 Notice of Persons Terminated or No Longer Eligible for Coverage; County’s Liability for Claims Paid. County shall notify Wellmark of any person’s termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from County. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not or cannot be recouped, County shall be responsible for the Claims Paid, including all Claims Paid prior to the date Wellmark is notified of the coverage termination.
2.5 **Medicare Secondary Payer (“MSP”).** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services ("CMS") regarding such dual health coverage for Members and County’s enrollment on a quarterly or more frequent basis.

County is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding County’s size and status and Employer Identification Number (“EIN”)(s), or concerning the Medicare enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by County to properly coordinate benefits on behalf of County with Medicare as required by law. In the event County does not timely provide such information to Wellmark, County shall be solely responsible for its non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members.

2.6 **Stop Loss Insurance Coverage.** County is solely responsible for the Claims Paid for Members of the Plan. County may at its option separately purchase stop loss insurance coverage from Wellmark, Inc., which shall be reflected in a separate policy issued by Wellmark. If County purchases stop loss insurance coverage from a carrier other than Wellmark, County shall advise Wellmark of the terms of such coverage and County shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. Upon request Wellmark will provide County with standard stop loss reports necessary for County to file stop loss insurance claims with its stop loss carrier.

2.7 **Outside Services Vendor(s) to the Plan.** If County arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, County shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If County requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark’s claims procedures. If County or the Plan requires coordination or health plan accumulations between its third party vendor’s administration and the health plan administration provided by Wellmark, County shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.
ARTICLE 3
WELLMARK’S RESPONSIBILITIES

3.1 Determination of Claims; Administrative Services. During the Term of this Agreement and subject to County’s payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:

a. Wellmark shall provide County with a written draft of Benefits Documents(s) with the plan design and Member eligibility criteria information determined by County and communicated to Wellmark, for County’s review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan;

b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;

c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;

d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with applicable laws, including but not limited to, compliance with retention of records, and compliance with applicable provisions on non-discrimination in health plan administration;

e. Wellmark shall make available to County forms of ACA or HIPAA required notices, including the summary of benefits and coverage (“SBC”) and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;

f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of County; reporting of benefits to providers or Members, coordination of benefits, and may include monitoring, detection, and investigation of potentially wasteful, abusive or fraudulent Incurred Claims. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18) months after the Incurred Claim was first processed. If a Claim Paid adjustment results in a recovery of a prior payment, Wellmark shall credit County for such adjustments to the extent of the amount recovered. Notwithstanding the preceding three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, County expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does
not extend beyond eighteen (18) months prior to the date Wellmark receives County's request;

g. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and applicable law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations (“IROs”), pursuant to the requirements of the Plan and applicable law. All fees and costs for external review billed by IROs will be billed to County in the amounts billed by the IRO; and

h. To the extent that County has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by County, and by law.

i. Wellmark shall provide County with the reports specified in Exhibit “B” attached to this Agreement and incorporated by this reference.

3.2 Medical Management Services. Wellmark may, at its sole discretion, offer or arrange for various proprietary Medical Management Services to be available to Members or purchased by County for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by County for a fee as shown on Exhibit “A” attached to this Agreement. Medical Management Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. County does not have any right, title or interest in or to the Medical Management Services or the intellectual property underlying such Medical Management Services. Wellmark reserves the right to change, replace, or discontinue Medical Management Services from time to time without notice or amendment of this Agreement.

3.3 Telehealth Services. Wellmark has offered to arrange for Telehealth Services for Members and County has elected to accept the Telehealth Services as offered by Wellmark and as described in the Benefits Document. The Telehealth Services will be provided for no additional Administrative Fee, although County shall be responsible for any and all Claims Paid for Telehealth Services.

3.4 Value-Added Services; Identity Protection. Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for County and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to County or Members. County may at its option accept or reject Identity Protection services for its Members.

3.5 IRS Form 1095-C Reporting. At the written request of County, Wellmark will provide certain coverage information for purposes of County’s Form 1095-C reporting to the
Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing. Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. County assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.

3.6 Third Party Liability Recovery Services. Wellmark shall provide County with subrogation and third-party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement for any such matter initiated prior to termination. Wellmark has no obligation to initiate subrogation or third-party liability recovery services after this Agreement is terminated. Following the twelve (12) month run-out period, Wellmark will forward any open recovery file information to County.

The nature and extent of efforts to pursue subrogation and third-party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The County shall be responsible for all fees or costs, including the fees and costs of any third party utilized by Wellmark to perform third-party liability recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to County’s Claims Paid amounts. Wellmark in most cases uses a third party vendor to perform third-party liability recovery services. Amounts recovered by the vendor will be subject to a service fee as set forth on Exhibit “A” to this Agreement. County acknowledges that its stop loss carrier has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and County in full. County shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

In the event retention of counsel is necessary to pursue recovery, County shall be responsible for all attorney’s fees charged by outside counsel. Wellmark has sole discretion with regard to the choice of counsel to pursue third-party liability recovery. Wellmark may choose to allow a Member’s counsel to represent the County’s recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member’s attorney or payment of that attorney’s fee without County’s written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the County in writing of its opinion. Thereafter, unless the County directs otherwise, Wellmark shall not further pursue the claim. In the event County directs Wellmark to pursue County’s interest notwithstanding Wellmark’s notice to County of its opinion that the recovery shall not offset the involved costs, County shall be responsible for all attorney’s fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark’s staff time as determined by Wellmark.
Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third-party liability recovery efforts or litigation to recover Claims Paid.

3.7 Discretionary Authority. Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by County, this Agreement, the applicable Benefits Document, and applicable law, unless otherwise directed in writing by the County. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, County shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the County's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

ARTICLE 4
BILLING AND PAYMENT

4.1 Billing; County’s Payment to Wellmark. County authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill County for Claims Paid, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit “A”, attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to County that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. County shall promptly pay Wellmark at Wellmark’s office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If County elects automatic funds withdrawal, it shall execute the necessary authorization.

If County elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. County’s authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless County calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If County calls its bank to stop payment, County may be required to provide a written request within fourteen (14) days after the call. County will be responsible for any fee assessed by its bank for stop-payment orders made by County.

4.2 Late Payments; Interest Charge. All payments from County to Wellmark must be paid on time and when due in accordance with Section 4.1. If the County fails to make
payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to County under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If County fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5
CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

5.1 Use and Disclosure of Confidential Information and Protected Health Information.
The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If County desires access to a Member’s mental health information, County shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members’ mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If County utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, County agrees to the following additional provisions: (a) County represents it has the legally required business associate and data security agreements in place with such third-party vendors; and (b) County agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which identifies the purpose for which the Wellmark Confidential Information is disclosed, limits the use and disclosure of that data to the specific purpose stated in the data use agreement, and requires third party to return or remove the Wellmark Confidential Information from third-party’s systems or database when County’s relationship with Wellmark terminates or when County’s relationship with third-party vendor terminates.

5.2 Non-Disclosure of Confidential Information.

a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by applicable law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Wellmark without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with applicable law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential
Information and prevent further unauthorized actions or other breach of this Agreement.

b. If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, for a purpose other than contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or applicable law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.

d. Wellmark Confidential Information that is released by Wellmark to County or to a third-party at County’s request may only be used strictly for the purpose of claims administration or Account Servicing, which is defined as County-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. County, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to County and/or its third party, County and third party are prohibited from de-aggregating the data to identify Wellmark, the County and/or individual Members. Wellmark Confidential Information disclosed to County and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by County or third party with data from other sources. Wellmark may audit the County or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. County or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

5.3 **Wellmark’s Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to County, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark’s property.
5.4 **Right to Examine Records.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, and claims records of County reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and records, to determine whether County can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only. Upon completion of the examination, Wellmark shall share its examination findings with County and conduct an exit conference with County. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between County and Wellmark.

County's third-party authorized representative or auditor may, at County's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement, including the processing of claims no more frequently than once annually. County shall provide Wellmark with written authorization specifying the County or Plan information that Wellmark may disclose to the auditor and County represents that it will have entered into a business associate agreement with its auditor prior to the date of requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless County specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, County shall share its examination findings with Wellmark and conduct an exit conference with Wellmark.

5.5 **Website Access and Reporting.** Wellmark may provide County while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If County or a third party acting on County's behalf accesses such websites or information, County is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).

5.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.
6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;

b. Fixed fee or other payment methodology that is based on pre-determined criteria; or

c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.

6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the County shall be reflected in the amount of Claims Paid. Based on Wellmark’s payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.

6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan (“Non-Contracting Providers”), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full.

6.4 **Lawsuit Recoveries.** From time to time, Wellmark, County, or Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of
one or more group health plans or payers and that may include Wellmark, County, or the Plan as a potential party or potential class member (a “Lawsuit”). Wellmark shall not participate in such a Lawsuit on behalf of County or the Plan unless Wellmark and County enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify County or Plan of Wellmark’s receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.

6.5 Pharmacy Benefits Management Services; Disclosure and Payment of Prescription Drug Rebates. Wellmark contracts with a third-party pharmacy benefits manager(s) ("PBM") to provide pharmacy benefits management services to Wellmark and its customers, including County. The pharmacy benefits management services include: retail pharmacy network contracting and administration; mail order pharmacy network, processing, and dispensing; specialty drug network; pharmacy claims adjudication (which may include claims adjustments as determined to be necessary); clinical services; rebate management; and other prescription drug benefit program services. PBM may add or delete pharmacies from the applicable pharmacy network from time to time in its discretion; PBM is responsible for the payment terms with its network pharmacies. The Pharmacy Administrative Fee, if any, charged to County for such pharmacy benefits management services is set forth in Exhibit "A". The PBM may retain or be paid a servicing fee from Wellmark for its pharmacy benefits management services.

PBM receives rebates from pharmaceutical manufacturers for claims for prescription drugs filled at PBM's participating network pharmacies for PBM's entire book of business and Wellmark receives rebates from the PBM for prescription drug claims processed by the PBM for Members. The extent to which manufacturers provide rebates depends on a number of factors, including health plan design, formulary, and sufficient claims information. Beginning approximately three calendar quarters following the payment of prescription drug claims, and quarterly thereafter, PBM will pay and report to Wellmark the rebates paid by the manufacturers and received by PBM that are identifiable as attributable to claims utilization by Members. Wellmark shall credit or pay to County quarterly the amount of the rebates remitted to Wellmark by PBM that are attributable to Members’ claims utilization received during the preceding quarter. PBM may pay Wellmark additional rebate amounts attributable to claims utilization by County’s Members in subsequent quarters and additional amounts, if any, Wellmark receives will be credited to County while this Agreement is in force or for a period of twelve (12) months following the date of this Agreement’s termination. Wellmark shall periodically provide County with reports of the total number of rebated claims and average rebate per prescription. Wellmark does not independently determine the amount of the rebates but rather relies on PBM to determine and provide that information. The rebates shall not be allocated or distributed by Wellmark in any manner to Members nor shall the rebates be taken into account in determining any applicable deductibles, coinsurance, copayment, or out-of-pocket maximum amounts for which the Member is responsible.

6.6 Value-Based Programs. Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding County’s Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless whether County elects to participate in the Value-Based Program, known as Blue Distinction® Total Care,
County’s Members may access Covered Services from providers that participate in a Host Blue’s Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If County has elected to participate in the Value-Based Program, a separate Value-Based Program Exhibit is attached to this Agreement and incorporated by this reference.

6.7 Disclosure of Compensation. Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7
LIABILITY OF THE PARTIES

7.1 County’s Responsibility for Claims Paid. County is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at County’s direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if County fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.

7.2 No Duty to Defend. Wellmark shall have no duty or obligation to defend against any action or proceeding brought against County or the Plan to recover a claim for benefits. Wellmark shall, however, make available to County and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.

7.3 County’s Liability. Except as otherwise explicitly provided in this Agreement, County shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:

a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;

b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;

c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to County to aid or perpetuate any discrimination activity;
d. due to a release of Confidential Information to County, the Plan, or a third party at County’s direction or arising out of any alleged improper use of Confidential Information by County or such third party;

e. due to County’s failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to County’s size and status, EIN(s), the Medicare enrollment of Members, County enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;

f. due to County’s failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);

g. due to County’s failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;

h. due to the County’s or its employees’ or agents’ negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;

i. arising from any other acts or omissions of County that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of County to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or

j. due to or arising out of Wellmark’s adherence with any direction from County or decision made by County with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.

7.4 **Selection of Counsel.** In the event litigation is instituted by a Member or third party against the County and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.

7.5 **Wellmark’s Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify County and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys’ fees and court costs, for which County may become liable:
a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and

b. arising from any allegation of a breach of confidentiality arising out of release of Confidential Information to Wellmark or a third party at Wellmark’s direction or arising out of any improper use of Confidential Information by Wellmark or such third party.

7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE MEDICAL MANAGEMENT SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. COUNTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS’ USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MEDICAL MANAGEMENT SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

7.7 **Grandfathered Health Plan Disclaimer.** County has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.

7.8 **No Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code
Section 105(h) and will not be held liable for any penalties or other losses resulting from County offering coverage in violation of Section 105(h).

7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

**ARTICLE 8**
**TERM AND TERMINATION**

8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the "**Term**").

8.2 **Renewal Terms.** Upon expiration of the **Term**, this Agreement shall continue in force from year to year upon Wellmark’s receipt of written documentation of County’s renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark may change the Administrative Fee, Network Access Fee, and other financial factors upon renewal and as agreed upon by the County. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.

8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination. If Wellmark has not received County’s documented intent to renew at least ten (10) business days prior to the end of the **Term**, the Agreement may not be renewed.

8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to County, if County fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that County has inadequate funds to make payments required by this Agreement and, in either case, County fails to cure such non-payments or cure the inadequacy of funds within the ten (10) day notice period. County is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason.

8.5 **Effects of Termination for Nonpayment.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of County any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which County has not paid Wellmark, regardless of when services were received.

8.6 **Claims Administration Following Termination.** If, following termination of this Agreement for reasons other than County’s nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of County in accordance with this Agreement and submit bills to County for the payment of Claims Paid for a period of twelve (12) months following termination. Any credits due to County for recoveries, e.g., recoveries from third-party liability, rebates attributable to Member claims, or Claims Paid adjustments, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when County makes
retroactive changes to add a Plan Member to coverage during the Rating Period. County shall pay all bills in accordance with the time and procedures set forth in Section 4.1 and in Exhibit “A”. Wellmark shall not, on behalf of County, pay Incurred Claims with dates of service following the date of termination. Unless County and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for County after the effective date of termination.

8.7 **Availability of Records.** Upon written request by the County, Wellmark will make available to any successor benefit services administrator, designated by the County, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and County shall pay a reasonable fee for such services.

8.8 **Termination by County and Opportunity to Cure.** County may terminate this Agreement at any time for nonperformance of any of its terms and conditions by Wellmark. Any termination by either County or Wellmark for nonpayment or nonperformance will be preceded by ten (10) days prior written notice to the other party of termination and an opportunity to cure the reasons for the termination. If the reasons for the termination are cured within the ten (10) day time period there will be no termination.

8.9 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

**ARTICLE 9**

**BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS**

9.1 **Blue Cross and Blue Shield Disclosure Statement.** County on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between County and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. County on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to County for any of Wellmark’s obligations to County created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.

9.2 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “**Inter-Plan Arrangements.**” These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement ("**participating**
with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to County and Wellmark’s payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that those Prescription Drug Covered Services that may be administered by a third party contracted by Wellmark to provide the specific service are not processed through the Inter-Plan Arrangements.

a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.

i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.

ii. **County Liability Calculation Method Per Claim.** The calculation of County’s liability on claims for Covered Services processed through the BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, County may be liable for the excess amount even when the Member’s deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider’s participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue’s provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:

   a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or

c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price County pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and County is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to County, which will be County’s liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to County will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years’ prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from County. If County terminates, County will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

iv. **BlueCard® Program Fees and Compensation.** County understands and agrees to reimburse Wellmark for certain fees and compensation which
Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to County, if any, are set forth in Exhibit “A”. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance (“AEA”) Fees, are included in Wellmark's general Administrative Fee as set forth in Exhibit “A”. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to County.

b. Special Cases: Value-Based Programs. County’s Members may access Covered Services from providers that participate in Wellmark’s or a Host Blue’s Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.

i. Value-Based Programs under Wellmark and the BlueCard® Program; Program Administration. Under Value-Based Programs, Wellmark or a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to County as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

a) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to County via an enhanced provider fee schedule.

b) Supplemental Factor: The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

c) Per Member Per Month (PMPM) billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Wellmark will pass these Host Blue charges (and
any Wellmark Value-Based Program charges) directly through to County as a separately identified amount on County’s bill.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark and Host Blues will take one of the following actions:

a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

Wellmark and the Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If County terminates, County will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to County as follows:

a) PMPM billings; or

b) Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (“CPT”) published by the American Medical
c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to County. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to County as a percentage of the recovery of its claims.

d. **Nonparticipating Providers Outside Wellmark’s Service Area.**

i. **Member Liability Calculation.**

a) **In General.** When Covered Services are provided outside of Wellmark’s service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue’s nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark’s service area based on the provider’s billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark’s service area. This may occur where the Host Blue’s corresponding payment would be more than Wellmark’s in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.
ii. **Fees and Compensation.** County understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to County, if any, are set forth in Exhibit “A”.

e. **Blue Cross Blue Shield Global® Core.**

i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: “BlueCard® service area”), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is not served by a Host Blue.

**Inpatient Services.** In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

ii. **Blue Cross Blue Shield Global® Core Related Fees.** County understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to County under Blue Cross Blue Shield Global® Core, if any, are set forth in Exhibit “A”.

f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide County with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and County’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If County fails to respond to the notice and does not terminate this Agreement during the notice period, County will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

**ARTICLE 10**

**MISCELLANEOUS**

10.1 **Change of Agreement.** If County makes changes in the Plan or Benefits Document, County shall give Wellmark sufficient advance notice of such changes. If County makes
any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers’ coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit “A”, or to terminate this Agreement in accordance with Section 8.3.

10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit “A” shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of County or the Plan. County is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and implementing regulations and, if applicable, is responsible for reporting any paid losses for the County’s self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.

10.3 **Use of Trademarks and Names.** Wellmark and County reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and County agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.

10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.

Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.

10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a
result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.

10.6 **Limitation of Action.** Notwithstanding Sections 5.6, 7.9, and 8.8, no legal or equitable action or claim, may be brought against Wellmark for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.

10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark’s duties under this Agreement, including, without limitation, the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term “Wellmark” as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.

10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by County or Wellmark pursuant hereto shall be deemed to constitute County and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.

10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of County and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.

10.11 **Insurance Requirements.** County has requested Wellmark to provide information regarding its insurance coverage, which are as set forth in Exhibit “C”, which is attached to this Agreement and incorporated by this reference.

10.12 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid),
or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to County may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of Iowa  
Attention: Procurement and Contracts  
1331 Grand Avenue  
Des Moines, Iowa  50309-2901

10.12 **State of Issue; Applicable Law; and Venue.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa. Any action in regard to this Agreement or arising out of the terms of this Agreement shall be instituted and litigated in the Iowa District Court or the United States District Court located in Des Moines, Polk County, Iowa and no other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

Linn County, Iowa  
Wellmark, Inc., doing business as  
Wellmark Blue Cross and Blue Shield of Iowa

By: ____________________________  
Print Name: ______________________  
Title: ___________________________  
David S. Brown  
Executive Vice President, Chief Financial Officer  
and Treasurer
Wellmark Blue Cross and Blue Shield of Iowa
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:
Linn County
935 Second Street SW
Cedar Rapids, IA 52404-2164

Benefit Plan(s) Administered By:
Wellmark Blue Cross and Blue Shield of Iowa

Rating Period:
The Rating Period begins on 7/01/2019 and ends on 6/30/2020.

Plan Year:
The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:
Health: $38.25 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Pharmacy Fee:
$1.10 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Network Access Fee: $7.65 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

External Review:
External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Third Party Liability Vendor Fees:
The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys’ fees and costs. The recovery vendor’s service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark’s agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.
Wellmark Blue Cross and Blue Shield of Iowa

Administrative Services Agreement

Exhibit A

Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:
Linn County
935 Second Street SW
Cedar Rapids, IA  52404-2164

BlueCard Program-related Fees:
All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance ("AEA") Fee, are included in Wellmark's general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account's benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:
Account shall pay Wellmark the weekly prepayment amount of $227,000 on the same day each week. Wellmark shall bill Account monthly for Claims Paid, Administrative Fee, other fees, and reflect the payments/credits received. The weekly prepayment amount may be adjusted if appropriate as of the first of any month.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 6/12/2019
Exhibit "B"
Reports to County

Monthly standard reports, refreshed no later than the 20th business day following the end of the reporting period, to include the following monthly/quarterly standard reports:

- Monthly Enrollment Report
- Monthly Case Listing of Claims Report
- Reports available in Blue Insights℠:
  - Monthly Dashboard
  - Quarterly Health and Pharmacy Key Indicators
  - High Cost Claimant Detail (De-Identified)
  - Pharmacy Quarterly Dashboard

To meet the performance guarantee, Linn County data will be refreshed timely a minimum of 11 out of 12 months in the performance guarantee period.
Exhibit "C"
Insurance Requirements

1) **Workers Compensation Insurance.** Wellmark shall carry and maintain during the term of this Agreement, workers compensation insurance in accordance with Iowa statutory requirements and employers liability insurance with limits of not less than $500,000 per accident. This coverage shall protect all Wellmark employees carrying out the work involved in this Agreement.

2) **General Liability Insurance.** Wellmark shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence for personal injury, bodily injury and property damage. This coverage shall protect the public or any person from injury or property damages sustained by reason of Wellmark or its employees carrying out the work involved in this Agreement.

3) **Professional Liability Insurance.** Wellmark shall carry and maintain during the term of this Agreement, professional errors and omissions liability insurance with limits of liability not less than $1,000,000 per occurrence covering all work performed by Wellmark, its employees, subcontractors, or independent contractors.

4) **Subcontractors.** In the case of any work sublet for County, Wellmark shall require subcontractors and independent contractors working under the direction of either Wellmark or a subcontractor to carry and maintain workers compensation insurance in accordance with applicable statutory requirements and liability insurance in an amount determined by Wellmark.

5) **Qualifying Insurance.** The insurance required by this Agreement shall be written by non-assessable insurance companies licensed to do business in the state of Iowa and currently rated B or better by the A. M. Best Company. All policies, with the exception of directors & officers, errors & omissions, and professional liability, are written on a per occurrence basis.

6) **Proof of Insurance.** Wellmark shall furnish County certificates of insurance and a copy of the policy declarations pages if requested by County. The name of the project or contract to be covered shall be listed on the certificates of insurance. Upon execution of this Agreement, Wellmark shall deliver all the certificates of insurance to County certifying that the policies stipulated above are in full force and effect.

7) **Insurance Cancellation or Material Change Notice.** The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellation, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to County at the address shown in the section regarding Notices.
Account Participation in Wellmark Value-Based Programs:
Wellmark has entered into collaborative arrangements with Value-Based Programs (as defined in Section 1.36, and as described in Section 6.6, Value-Based Programs, and Section 9.3(b), Out of Area Services: Special Cases: Value-Based Programs of the Agreement) under which health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Members. Identifiable Data regarding Account’s Members may be included in information Wellmark provides to Value-Based Programs and used by the Value-Based Program and its providers. Such programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, or Shared Savings arrangements (all as defined in the Agreement).

Account has elected to participate in the Value-Based Program, known as Blue Distinction® Total Care, for its Members for the July 1, 2019 – June 30, 2020, Performance Year. In addition to the description of Value-Based Programs set forth in Section 9.3(b), the following additional terms apply to Account’s participation in Blue Distinction Total Care (“BDTC”).

Each of the terms defined in the Agreement shall have the same meaning when used in this BDTC Exhibit.

Provider Payments and Care Coordinator Fees.
Payments made by Wellmark or Host Blues to Providers may be made in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these Provider payments or Care Coordinator Fees for Provider services to Wellmark, which Wellmark will pass directly on to Account either as an amount included in the price of the claim (as described in Section 9.3(b) or an amount charged separately in addition to the claim. When such amounts are billed separately from the price of the claim, they may be billed as follows:

Per Attributed Member Per Month (“PaMPM”) billings for Value-Based Programs incentives/Shared Savings settlements are outside of the claim system. Wellmark will pass these Host Blue rates and any Wellmark Value-Based Program rates directly through to Account as a separately identified amount on Account’s bill. At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark will either use any surplus in funds from actual Value-Based Program experience to fund Value-Based Program payments or reconciliation amounts in the next measurement period, or address any deficit in funds through an adjustment in the reconciliation billing amount or PaMPM billing amount for the next measurement period. To the extent Wellmark maintains a variance account to fund the BDTC program, Wellmark may retain interest earned on funds held in the variance account.

Attribution of Members:
Account’s Members are attributed (“Attributed Members”) to BDTC Value-Based Programs based on the Member’s existing relationship with a personal doctor, such as, for example, by the Member’s past health care claims data.
**Provider Incentive or Shared Savings Payments:**
Providers participating in a BDTC Value-Based Program with Wellmark or a Host Blue may be paid an additional amount of compensation or receive other financial incentives for reaching agreed-upon total cost of care and quality targets for a defined population, including Account’s Attributed Members.

**Funding of BDTC Provider Payments:**
Account agrees to fund BDTC financial incentives for its Attributed Members and pay Wellmark for such funding in accordance with Wellmark’s calculations of the Provider Incentives or Shared Savings for the Performance Year. Account agrees to fund the Provider Incentives or Shared Savings for BDTC provider performance throughout the Performance Year using the Per Attributed Member Per Month ("PaMPM") amount.

For the July 1, 2019 through June 30, 2020, Performance Year, the estimated PaMPM funding based on BDTC rates as of the date of this Exhibit is $8.61.

Based on an estimated number of Account’s Attributed Members and the BDTC rates as of the date of this Exhibit, Account’s estimated monthly funding amount will range from $8,894 to $13,337.

The estimated PaMPM and estimated BDTC monthly funding amounts are subject to adjustment or change throughout the Performance Year.

**Payment:**
Account will receive a monthly report or statement that will reflect the actual Member Attribution for a prior month, the PaMPM rate that Account is obligated to fund, and the monthly BDTC funding amount. For the 2019 Performance Year, Account’s payment to Wellmark of the PaMPM monthly funding amounts plus any Per Member Per Month (PMPM) billings from Host Plans will be due in the same manner and with the same timeliness as any other monthly fees or charges are due to Wellmark.

Account’s obligation to make the BDTC payments to Wellmark for the 2019 Performance Year survives termination of the Agreement regardless of the reason or effective date of termination. The BDTC funding and payment is separate from any other fees or payments required to be paid under the Agreement.

Date of BDTC Exhibit: 6/19/2019
STOP LOSS POLICY

WELLMARK, INC.

issued to

Linn County, Iowa
STOP LOSS POLICY

THIS STOP LOSS POLICY (herein “Policy”) is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company (herein “Wellmark”), effective as of the first day of July 2019 (“Effective Date”), to Linn County, Iowa, an Iowa public entity, with its principal business location in Iowa (herein “Account”).

RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called “the Plan”) within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for making Member eligibility determinations and for Claims.

2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims Eligible for Reimbursement meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan or for any Member. Wellmark assumes no financial risk or obligations with respect to Claims except as expressly specified in this Policy.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1
POLICY DEFINITIONS

1.1 “Benefit Services Administrator” means the company or companies specified on Exhibit “A”, Stop Loss Premiums and Financial Terms, which provides health benefit plan administration services to Account pursuant to a separately executed administrative services agreement in effect during the Stop Loss Period.

1.2 “Benefits Document” means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar.

1.3 “Claims” means the dollar amount of the Benefit Services Administrator’s payment on behalf of the Account for covered health care services provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include any: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid for health care services determined by the Benefits Services Administrator to be not medically necessary as defined under the terms of the Plan; (d) amounts paid for health care services for an individual not eligible for coverage under the terms of the Plan; or (e) amounts paid that are not for covered health care services under the terms of the Plan.
1.4 “Claims Eligible for Reimbursement” means Claims that have both an Incurred Date within the Run-in Period or Stop Loss Period and a Paid Date within the Stop Loss Period specified on Exhibit “A”.

1.5 “Incurred Date” means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.

1.6 “Individual Deductible” means the fixed dollar amount of Claims Eligible for Reimbursement per Member as specified on Exhibit “A”, which is the Account’s liability before any reimbursement is made under the individual stop loss coverage of this Policy.

1.7 “Member” means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits in accordance with the terms of the Plan, specifically including the Plan’s eligibility criteria, as determined and identified by Account. The Member must be eligible and enrolled in the Plan on the Incurred Date of the Claims.

1.8 “Paid Date” means the date on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization (IRO) making an external review determination under applicable law, the date of the Benefit Services Administrator’s internal adverse benefit determination is considered the Paid Date for purposes of this Policy.

1.9 “Plan” means the self-funded group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.

1.10 “Plan Member” means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.

1.11 “Protected Health Information” or “PHI” means the same as the term “protected health information” in 45 CFR §160.103.

1.12 “Run-In Period” means the period of time set forth on Exhibit “A” prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.

1.13 “Stop Loss Claims” mean dollar amounts for Claims Eligible for Reimbursement that exceed the applicable Individual Deductible under this Policy.

1.14 “Stop Loss Period” means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A” issued to Account and attached to this Policy and incorporated by this reference.
“Stop Loss Premium” means the amount Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit “A”.

ARTICLE 2
RESPONSIBILITIES OF ACCOUNT

2.1 Payment of Stop Loss Premiums. Wellmark shall bill Account monthly and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account’s bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark’s office, the total amount due, no later than the due date on the bill.

2.2 Late Payments. All payments due from Account to Wellmark must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account, impose interest or late fees, or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in The Wall Street Journal plus two percent (2%). Late fees are calculated on the entire amount due regardless of any partial payments. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

2.3 Providing Information; Account Representations. Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. Account’s failure to provide complete and timely information may cause Stop Loss Claims to be denied.

2.4 Notice of Persons Eligible for Coverage. Account or its Benefit Services Administrator shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate administrative services agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than
three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.

2.5 **Third Party Liability Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any third-party liability recovery in the event Stop Loss Claims for a Member have been credited to Account. Account may delegate responsibility for subrogation and third-party liability recovery services to Benefit Services Administrator’s subrogation and third-party liability recovery vendor (“Subrogation Vendor”) on Account’s behalf, which shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account or Subrogation Vendor initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark’s right of recovery. Account shall not waive any rights to pursue recovery from a third-party without Wellmark’s written consent.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, or any Claim is reversed in full or in part due to payment or acceptance of responsibility by a third-party, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received or Claim reversed by Account up to the full extent of Wellmark’s stop loss payment(s), regardless of whether this Policy is in force on the date of Account’s recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

### ARTICLE 3
**STOP LOSS COVERAGE**

3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the amount by which the Claims Eligible for Reimbursement for a specific Member exceed the Individual Deductible amount for the specific Member shown on Exhibit “A”, subject to any Policy limitations set forth on Exhibit “A”. Reimbursement for Stop Loss Claims is generally provided as a statement credit on Account's next statement from the Benefit Services Administrator. All Stop Loss Claims reimbursements shall be subject to audit or review as provided in sections 2.3 and 4.3 of this Policy that Wellmark determines in its sole discretion may be required to verify a Member’s eligibility and enrollment in the Plan, verify the proper payment of Claims, or verify Stop Loss Claims are reimbursed correctly.

### ARTICLE 4
**CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS**

4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy ("Confidential Information") shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.

4.3 **Right to Examine Records; Record Retention.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, eligibility standards, and Claims records of Account, its Benefit Services Administrator(s), or other third parties providing services to Account, reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile eligibility or enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement of Stop Loss Claims and, if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. Account shall provide any information reasonably requested by Wellmark. Account shall ensure that all records relating to the matters described in this Section 4.3 will be maintained for at least twenty-four (24) months following the end of the Stop Loss Period. The examination period may cover the most recent Stop Loss Period and the preceding twenty-four (24) months only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.

4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

**ARTICLE 5**

**TERM AND TERMINATION**

5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit "A", unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account's administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.

5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit “A” specifying a new Stop Loss Period is issued and executed by Wellmark. Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an updated Exhibit “A”. If Wellmark decides not to renew the Policy, it shall provide Account written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.

5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. The notice shall include the reason for the termination. Wellmark may recoup or setoff from any Stop Loss Claims any premiums
or other fees or amounts owed to Wellmark or to Benefit Services Administrator by Account.

5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Account for Claims Eligible for Reimbursement beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.

5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

**ARTICLE 6**
**MISCELLANEOUS**

6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy. Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.

6.2 **Change of Policy.** If Account makes changes in the Plan or Benefits Documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit “A”, or terminate this Policy.

6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the amount of payment of Claims. Not all health care providers participate in or agree to such payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit “A”.

6.4 **State of Issue; Applicable Law and Venue.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent
not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa. Any action in regard to this Policy or arising out of the terms of this Policy shall be instituted and litigated in the Iowa District Court or the United States District Court located in Des Moines, Polk County, Iowa, and no other.

6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.

6.6 **Limitation of Action.** Notwithstanding Sections 4.4 and 5.5, no legal or equitable action or claim may be brought against Wellmark for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.

6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.

6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.

6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.

6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by electronic means and addressed to the last address furnished by the respective party. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit “A” attached to this Policy.
Notice to Wellmark may be addressed:

Wellmark, Inc.
Attention: Procurement and Contracts
1331 Grand Avenue
Des Moines, Iowa  50309-2901

ARTICLE 7
BLUE CROSS AND BLUE SHIELD DISCLOSURE

7.1 Blue Cross and Blue Shield Disclosure Statement. Account hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (BCBSA), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of BCBSA. Account further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark’s obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

ARTICLE 8
EFFECTIVENESS OF POLICY AND WAIVER OF JURY TRIAL

THIS POLICY shall be deemed to be effective and in full force as of the Effective Date indicated on the first page of the Policy and upon the affixation of Wellmark’s authorized signature below and the Account’s payment to Wellmark of the premium required by this Policy. ACCOUNT AND WELLMARK WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS POLICY.

Wellmark, Inc.

By: [Signature]

David S. Brown
Executive Vice President, Chief Financial Officer and Treasurer
Account Full Name and Address
Linn County
935 Second Street SW
Cedar Rapids, IA  52404-2164

Benefit Services Administrator(s)
Wellmark Blue Cross and Blue Shield of Iowa

Stop Loss Period:
The Stop Loss Period begins on 7/01/2019 and ends on 6/30/2020.

Claims Eligible for Individual Reimbursement. Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark.

Stop loss coverage is administered with a Run-in Period as a 24/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 12 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
- The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

Monthly Stop Loss Premiums-Health (subject to any policy limitations listed below):
$53.38  per Plan Member per month based on active Plan Members on last day of billing month.

Individual Stop Loss Coverage (subject to any policy limitations listed below):

Individual Deductible: $150,000 per Member

Covered Benefits: ☑️ Health ☐️ Pharmacy

Policy Limitation(s):
Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit "A" Issue Date: 6/12/2019
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

☐ REPLACEMENT
REPLACES: Lynne Abbott

☐ EXISTING JOB CLASSIFICATION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: Healthy Homes Specialist

DEPARTMENT: Public Health

VACANCY DATE: 12/02/2019

SHIFT/HOURS: 8:00 am - 4:30 pm

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: Changing position from Program Nurse to HH Specialist

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

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 (original signature required) 01-21-2020

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: STARTING SALARY:

HR DIRECTOR COMMENTS: Alternate position in same pay as Program Nurse

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: Lisa D. Reuvel 1-30-2020

APPROVED BY:         DATE

APPROVED BY:         DATE

APPROVED BY:         DATE

CHAIRPERSON/BOARD OF SUPERVISORS
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

☐ NEW JOB CLASSIFICATION

JOB TITLE: Elections Technology Manager

DEPARTMENT: Auditor's Office

VACANCY DATE: 2/10/2020

☐ REPLACEMENT
REPLACES: In lieu of election systems administrator

☐ EXISTING JOB CLASSIFICATION

SHIFT/HOURS: M-F; 8am - 5pm.

NUMBER OF POSITIONS: One

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: Budget offer pending with Board; however, position needs to be filled prior to
operation requirement.

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): Temporary hire via authorized temp service


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: [Signature] 24 Jan 2020

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ___________________ STARTING SALARY: ___________________

HR DIRECTOR COMMENTS: ________________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ________________________________

APPROVED BY: [Signature] 1-27-2020

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: [Signature] 1-29-2020

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: [Signature] ___________________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE
### FY 2020 Linn County Library Appropriations

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