

**AGREEMENT  
UTAH RETIREMENT SYSTEMS  
PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM AND  
TOOELE COUNTY**

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**THIS AGREEMENT** is made and entered into by and between TOOELE COUNTY a body corporate and political subdivision of the State of Utah, for purposes of this agreement hereinafter referred to as the "EMPLOYER", and UTAH RETIREMENT SYSTEMS by and through the "PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM" or "LTD Program".

**WITNESSETH:**

**WHEREAS**, LTD Program is obligated pursuant to Title 49, Chapter 21, Utah Code Annotated (1953, as amended), to make long-term disability benefits available to employers of the State, its educational institutions, and political subdivisions; and

**WHEREAS**, the EMPLOYER certifies it is a political subdivision or educational institution of the State of Utah and also certifies that both the EMPLOYER and its eligible employees qualify to participate in such a program; and

**WHEREAS**, EMPLOYER wants to participate in the LTD PROGRAM; and

**WHEREAS**, EMPLOYER wants to have the LTD Program act as the long-term disability provider organization for EMPLOYER's Eligible Employees; and

**WHEREAS**, THE LTD Program has agreed to make available to EMPLOYER's Eligible Employees the benefit program set forth in Title 49, Chapter 21, of the Utah Code Ann.

**NOW, THEREFORE**, for and in consideration of the agreement and provisions hereinafter contained, it is hereby agreed as follows:

## **SECTION 1. SCOPE OF AGREEMENT**

1.1 Title 49, of the Utah Code Ann. contains the terms of the long-term disability LTD Program which govern the long-term disability benefits.

1.2 The LTD Program shall be administered by the Utah State Retirement Office, under Utah law and the policies and rules adopted by the Utah State Retirement Board and the LTD Program.

1.3 Any documents prepared and/or provided by the LTD Program are intended to be complementary to this Agreement. In the event of any inconsistency between the provisions of any LTD document, this Agreement and/or Utah law, they shall be resolved by giving precedence first to Utah Code Title 49, Chapter 21, then to this Agreement.

## **SECTION 2. ELIGIBLE EMPLOYEES**

2.1 The LTD Program will make long-term disability benefits available to the EMPLOYER's Eligible Employees, that term is as defined under Utah Code Ann. §49-21-102 et. seq.. As of the Effective Date of this Agreement, "eligible employees" include:

- a. All regular full-time employees who participate in the Utah Retirement Systems as defined by Utah Code Ann. Title 49, except firefighter service employees and volunteer firefighters hired prior to July 1, 2011.
- b. "regular full-time employees" who are covered by a retirement program offered by the Teachers' Insurance and Annuity Association of America (TIAA);

- c. Employees who are eligible to participate in the Utah Retirement Systems but have exempted from participating in the Utah Retirement Systems;
- d. Firefighter service employees initially entering employment on or after July 1, 2011;
- e. Volunteer firefighters for line-of-duty disability benefits only, who initially enter employment on or after July 1, 2011;
- f. “regular full-time employees” hired on or after July 1, 2011, who participate in the Tier II Retirement System (Defined Contribution and/or Defined Benefit Plans);

2.2 Anyone eligible for LTD Program coverage as of Jun 30, 2011, will remain covered under the same rules that have applied to their employment previously.

2.3 The following employees **are not eligible** for LTD Program’s Long-term disability benefits:

- a. Utah Retirement System post-retirees;
- b. Employees with enough years to retire from the Utah Retirement System without a reduction, and subject to U.C.A.§49-21-403; and
- c. Employees classified by Utah Retirement Systems under Title 49, as ineligible to participate with the Utah Retirement System.

### **SECTION 3. TERM OF AGREEMENT**

3.1 Unless sooner terminated as herein provided, this Agreement shall be effective beginning July 1, 2011, and will be automatically renewed annually. Either

party shall have the right to terminate this Agreement without cause by notifying the other party in writing, of its intent to terminate at least ninety (90) days in advance.

3.2 Upon termination of this Agreement, the LTD Program shall continue to provide disability benefits to individuals whose date of disability was prior to the termination date of this Agreement for as long as those individuals remain eligible for disability benefits under the terms of the LTD Program.

3.3 Except as provided above, upon termination of this Agreement the LTD Program shall not provide any benefits to EMPLOYER'S Eligible Employees which have a date of disability on or after the termination date of this Agreement.

#### **SECTION 4. RATES**

4.1 EMPLOYER is required to make their regularly scheduled rate payments on behalf of all Eligible Employees. The rate is listed in Exhibit A and is a percentage of salaries and wages for each eligible employee employed by an employer covered by one of the Retirement Systems or pursuant to 2.1 (b) herein.

4.2 Rates for firefighters and voluntary firefighters will be paid through the Utah Fire Insurance Premium Tax therefore no rate is due to the LTD Program for firefighter employees.

4.3 EMPLOYER acknowledges that during each legislative session, the Retirement Board shall certify to the Legislature the employer paid rate expressed as a percentage of salary which is required to fund the Public Employees' Long-Term Disability Trust Fund.

4.4 The LTD Program may increase or decrease the rate, upon renewal upon written notice to EMPLOYER, according to sound actuarial principles. If the LTD

Program determines that it is necessary to increase the rate in order to keep the Program actuarially sound, EMPLOYER will be provided with sixty (60) day notice of the rate increase.

4.5 If EMPLOYER'S rate payments are more than sixty (60) days in arrears, from the regularly scheduled due date, the LTD Program may at its sole discretion assess a late charge of one percent (1 %) per month of the total amount due calculated from the date the payment was due, and may terminate this Agreement.

#### **SECTION 5. EMPLOYER RESPONSIBILITY**

5.1 EMPLOYER hereby acknowledges and agrees that upon request of the LTD Program, it is the responsibility of EMPLOYER to provide to the LTD Program the number of Eligible Employees, and, if requested, a list of the names and salaries of Eligible Employees.

5.2 Upon Eligible Employees' application for an LTD benefit, EMPLOYER agrees to provide to the LTD Program the information necessary to complete the application process, which includes, a completed Employer Certification and/or any other relevant employment documentation requested by the LTD Program. EMPLOYER agrees to cooperate with the LTD Program in, providing information requested by the LTD Program.

#### **SECTION 6. AVAILABILITY OF DATA**

6.1 EMPLOYER acknowledges that the LTD Program is subject to Utah Code Annotated §49-11-618(2) (1953, as amended), and the LTD Program will comply with the applicable board resolutions on confidentiality.

## SECTION 7. GENERAL PROVISIONS

7.1 This Agreement may be modified or amended only by a written instrument executed by duly authorized officers of the parties hereto except as provided below.

7.2 If at any time Utah law changes, which impacts this Agreement, this Agreement will be automatically amended to reflect such changes.

7.3 If any party defaults in the performance of this Agreement or fails to perform any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

7.4 Except as otherwise provided in this Agreement, in the event a party to this Agreement fails to perform its obligations hereunder, the performing party shall provide written notice to the non-performing party of such failure(s) to perform. The non-performing party shall then have sixty (60) days to cure such non-performance. If the non-performing party does not cure such failures, the performing party may terminate the Agreement without waiving any rights that party may have either in law or equity.

7.5 This Agreement is entered into in the State of Utah and shall be governed by the laws of Utah.

7.6 Each person signing this Agreement represents and warrants that they are authorized to sign this Agreement and has the authority to bind the entity on whose behalf they are signing.

7.7 The parties agree to resolve any dispute regarding this Agreement through the administrative hearing process outlined in Utah Code Annotated §49-11-613.

7.8 This Agreement is for the benefit of the parties and does not create any rights, causes of action or obligations to or on behalf of any third party.

7.9. Each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

EXECUTED this 6 day of July, 2011.

UTAH RETIREMENT SYSTEMS  
PUBLIC EMPLOYEES HEALTH PROGRAM

By: Jeffrey L. Johnson

Title: Director Public Employees Health Program

Employer: TOOELE COUNTY

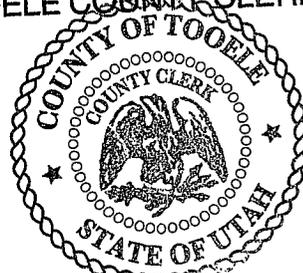
By: Colleen Johnson  
Signature

Print Name: Colleen Johnson

Title: Commission Chairman

ATTEST:

Marilyn K. Gillette  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK



**EXHIBIT A**

**PREMIUM RATE**

**July 1, 2011**

The LTD employer-paid premium rate is .006 of regular salary as defined by the Compensation Table/Contribution Reporting for Utah Retirement Systems found in the Employer's Guide.