



Matt Schultz
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M507297

7/21/2014 1:54:11 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	IOWA GOVERNMENTAL HEALTH CARE PLAN	State Agency	Other
Party 2	CITY OF FAIRFIELD, IOWA	City	Jefferson
Party 3	JEFFERSON COUNTY, IOWA	County	Jefferson
Party 4	HUMBOLDT COUNTY, IOWA	County	Humboldt
Party 5	HANCOCK COUNTY, IOWA	County	Hancock

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 530 Health
 (Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 PROVIDE FOR THE ESTABLISHMENT, CONTINUED PLANNING, SUPPORT AND OPERATION OF A FULLY INSURED HEALTH AND WELFARE AND RELATED BENEFITS PROGRAM.....

Item 4. The duration of this agreement is: *(check one)* Agreement Expires _____ Indefinite Duration
 [mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

NO

YES Filing # of the agreement: M506832

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Eveleth FIRST Name Cindy

Title Broker Department Broker

Email ceveleth@iqhcp.com Phone 319-758-8451



Matt Schultz
Secretary of State
State of Iowa

28E Agreement
Additional
Participants

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Item 1. The full legal name, organization type and county of each participant to this agreement are (continued):

	Full Legal Name	Organization Type	*County
Party 6	CLAY COUNTY, IOWA	County	Clay
Party 7	HENRY COUNTY, IOWA	County	Henry
Party 8	CITY OF COUNCIL BLUFFS, IOWA	City	Pottawattamie
Party 9	KEOKUK COMMUNITY SCHOOL DISTRICT	School District	Lee
Party 10	SEYMOUR COMMUNITY SCHOOL DISTRICT	School District	Wayne
Party 11	CITY OF KEOKUK, IOWA	City	Lee
Party 12	CENTRAL LEE COMMUNITY SCHOOL DISTRICT	School District	Other
Party 13	GRUNDY COUNTY, IOWA	County	Grundy
Party 14	CLAYTON COUNTY, IOWA	County	Clayton
Party 15	CITY OF CLIVE, IOWA	City	Polk
Party 16	POTTAWATTAMIE COUNTY, IOWA	County	Pottawattamie
Party 17	CITY OF SPENCER, IOWA	City	Clay
Party 18	COUNCIL BLUFFS IOWA WATERWORKS	Regional or District	Pottawattamie
Party 19	EMMET COUNTY	County	Emmet
Party 20	WINNEBAGO COUNTY	County	Winnebago
Party 21	CITY OF WAUKEE	City	Dallas
Party 22	MONONA COUNTY	County	Monona
Party 23	CITY OF PELLA	City	Marion
Party 24	CITY OF HARLAN & HARLAN MUNICIPAL UTILITIES	City	Shelby
Party 25	GUTHRIE COUNTY	County	Guthrie
Party 26	UNION COUNTY	County	Union
Party 27	CITY OF PERRY	City	Dallas
Party 28	CITY OF WEBSTER CITY	City	Hamilton
Party 29	DUBUQUE COUNTY	County	Dubuque
Party 30	CITY OF WAVERLY	City	Bremer
Party 31	CHICKASAW COUNTY	County	Chickasaw

**Enter "Other" if
not in Iowa*

**IOWA GOVERNMENTAL
HEALTH AND RELATED BENEFITS PROGRAM**

28E AGREEMENT

WHEREAS, The Governmental Entities referred to in Addendum A (participating agencies) desire to join together for the operation of a health benefits program for their respective employees; and,

WHEREAS, Chapter 28E of The Code of Iowa authorizes the joint exercise of governmental powers that would include a cooperative agreement to create and maintain a health benefits program;

IT IS NOW, THEREFORE, AGREED, that the participating agencies, join together to form the "Iowa Governmental Health Care Plan", (IGHCP) and further agree as follows;

The following Articles of Agreement shall establish and govern the creation and operation of the IGHCP.

ARTICLE I

SECTION 1. Name. The official name shall be Iowa Governmental Health Care Plan, (hereinafter referred to as "Group").

ARTICLE II

SECTION 1. Legal Status. This group shall be a voluntary joint undertaking of units of government in joint and cooperative action with private agencies, as authorized by Chapter 28E of the Code of Iowa.

SECTION 2. No Separate Legal Entity. This Agreement shall not establish a separate legal entity to carry out the purposes of this agreement, but creates the Group which shall be an insurance program funded by a common pool of funds deposited by the participating agencies, managed by a common governing board of representatives from each participatory agency.

ARTICLE III

SECTION 1. Participating Agencies. The members of this group shall be identified in Addendum A.

ARTICLE IV

SECTION 1. Purpose. The purpose if this Agreement is to provide for the establishment, continued planning, support and operation of a fully insured health and welfare and related benefits program by deposits or assessment to a common pool of funds for said program to provided benefits for the eligible and participating employees of the participatory agencies to this Agreement on an exclusive basis, said exclusivity of the program becoming effective as of the date of approval of this Agreement as hereinafter provided.

SECTION 2. Scope. This Agreement shall apply only to the administration and operation of the health and related benefits program as specified herein.

SECTION 3. Definitions.

A. "Fiscal Year" The Fiscal Year for this group shall be the annual period commencing each July 1st and ending the next June 30th.

ARTICLE V

SECTION 1. Commencement of operations. The operation of the benefits program shall commence at such time as each agency, by its respective governing body, has approved this Agreement and this Agreement is filed, recorded and approved as required by law, but in no event later than July 1, 2005. Operations shall continue under any amendments to this Agreement.

ARTICLE VI

SECTION 1. Extent of Power. The participatory agencies shall have and exercise all powers granted in these Articles and the By-laws not inconsistent with Chapter 28E, Code of Iowa.

SECTION 2. Source of Power. Each participatory agency delegates to the Group only those powers, which are necessary to the functioning of the Group as, described in those Articles, reserving all other powers not specifically necessary for such functioning. The participating agencies expressly agree that they shall be liable for the payment of all insurance premiums contracted for on behalf of their agency.

SECTION 3. Exercise of Power. In effectuating those purposes outlined in Article IV, this Group shall have the power to act on its own behalf and initiate actions for the Group through the governing board, except in those matters which these Articles specify are for the approval, rejection and /or modification by specific vote of individual participatory agencies.

ARTICLE VII

SECTION 1. Membership. By approval of this Agreement, by the governing body of each participatory agency, said agency shall become a member of the IGHCP. The Board of Directors, Board of Supervisors or Council of each agency shall adopt a resolution appointing its official representative to the governing board. Each agency shall have one (1) representative. At the time of the initial membership of each participatory agency, each participatory agency will, subject to the particular insurance carrier's underwriting and participation requirements, be underwritten by the insurance carrier. Each participatory agency will be assigned rates based upon the offer and the underwriting and participation requirements of the insurance carrier. Each participatory agency must adopt a plan subject to the fiscal year as established by the IGHCP. These provisions are mandatory and not subject to any review or appeal. By signing this Agreement, each participating agency agrees to allocate each year or otherwise provide for, through its power under applicable enabling law or otherwise, a sum of money sufficient to pay all amounts due to the IGHCP for the Group.

SECTION 2. Replacement of Representatives. Representative of participatory agencies shall be subject to recall and replacement by their respective agency at any time, in any manner and for whatever causes such agency deems appropriate.

SECTION 3. Duration of Membership. A participatory agency of this Group shall continue its membership herein until such time as:

- (a) The agency terminates its membership herein, as hereafter provided.
- (b) The agency is expelled, as hereafter provided.

SECTION 4. Termination of Membership. A participatory agency may voluntarily withdraw from membership in this Group in the following manner:

- (a) A participatory agency may voluntarily withdraw from membership in the Group at the end of a Group fiscal year.
- (b) In order to withdraw from membership, the governing authority of a participatory agency shall adopt a resolution to withdraw and provide written notice not later than April 1 of its intent to withdraw and terminate membership at the end of that fiscal year.
- (c) In the absence of written notice to withdraw being given by April 1, a participatory agency shall not withdraw until the end of the fiscal year following the fiscal year in which notice is given.
- (d) Notice of intent to withdraw and a certified copy of the resolution to withdraw shall be sent to the Chairperson of the Board, unless the Chairperson is the representative from the withdrawing agency, in which case notice will be sent to the Vice-Chairperson.
- (e) Termination of membership shall not relieve the withdrawing agency of the obligation to pay its share of the operating expenses of the Group for the fiscal year in which such withdrawal occurs.
- (f) Termination of membership shall not relieve the withdrawing agency of the obligation to pay any reserve funds owed and its full share of any current expenditures of the Group which have been approved by the Group consistent with these Articles and By-laws, before the termination of such member.

SECTION 5. Expulsion of Members. A participatory agency may be expelled from membership in the Group for cause.

- (a) A cause for expulsion shall be for violation of one or more of the provisions of these Articles of Agreement.

- (b) A participatory agency may be expelled from membership in the Group by **three-fourths (3/4)** vote, based on voting allocation as provided in ARTICLE VIII - SECTION 7, of all representatives to the Board voting in favor of expulsion. Prior to the Board considering expulsion of any participatory agency from the Group, said agency shall have been provided a written notice of the violation and allowed a minimum of thirty (30) days during which said participatory agency shall have an opportunity to correct or remedy such violation of these Articles of Agreement.
- (c) Expulsion from membership shall not relieve the expelled agency of the obligation to pay its share of the operating expenses of the Group for the fiscal year in which such expulsion occurs.
- (d) Expulsion from membership shall not relieve the expelled agency of the obligation to pay its full share of any current expenditures of the Group which have been approved by the Group consistent with these Articles and By-laws, before the expulsion of such member.

ARTICLE VIII

SECTION 1. Chairperson. The board shall elect from its representatives, consistent with the Articles and By-laws, a Chairperson, who shall serve for a one (1) year term.

SECTION 2. Vice Chairperson. The board shall elect from its representatives, consistent with the Articles and By-laws, a Vice Chairperson, who shall serve for a one (1) year term.

SECTION 3. Treasurer. The Board shall elect from its representatives, consistent with these Articles and the By-laws, a Treasurer, who shall serve for a one (1) year term.

SECTION 4. Eligibility. Each voting representative to the Board shall be eligible for office on the Board. When the voting representatives to the Board total less than four (4) in number the Chairperson and/or the Vice-Chairperson can serve also as the elected Secretary and/or Treasurer.

SECTION 5. Meetings. The Board shall meet at least annually. Notice of all meetings shall be mailed to each designated representative at least one (1) week prior to any meetings.

SECTION 6. Quorum. A quorum shall consist of a majority of the votes allocated being present by designated representatives. A majority of those votes present shall be sufficient to conduct ordinary business, except where these Articles or the By-laws otherwise provide.

SECTION 7. Voting. Every designated representative to the Board shall be entitled to vote based on the following allocation of votes:

- (a) One (1) full vote for each Agency with employees eligible for the benefits under the Health Care Plan.

Designated representative shall also be entitled to vote by written proxy. Such written proxy shall identify the designee who will exercise the representative's vote and must be delivered to the Chairperson of the meeting by the start of the meeting where said proxy is to be utilized.

ARTICLE IX

SECTION 1. By-laws and Standing Rules. The Board shall adopt such By-laws and standing rules as are necessary for the operation of the Group and the regulation of the Health Care Plans on an ongoing basis.

SECTION 2. Adoption and Amendments to By-laws and Rules. Any By-laws or standing rules shall be adopted, repealed or amended as follows:

- (a) Any By-laws or standing rules shall be adopted, repealed, changed, amended or modified only by a three-fourths (3/4) vote, based on voting allocation as provided in ARTICLE VIII - SECTION 7, of all representatives entitled to attend meetings and vote.
- (b) No changes to By-laws or standing rules shall be valid unless considered at two (2) successive meetings of the governing board; provided, however, this requirement may be waived by a three-fourths (3/4) vote, based on voting allocation as

provided in ARTICLE VIII - SECTION 7, of all representatives entitled to attend meetings and vote.

SECTION 3. Ordinary Business. Ordinary business of an administrative nature with an insurance carrier providing coverage to the Plan may be conducted by an officer so designated by the governing board pursuant to action taken under the Bylaws. Such officer shall have the authority to bind coverage on behalf of the Plan with an insurance carrier and to make decisions with regard to the Plan, including but not limited to selecting benefits with an insurance carrier. Ordinary business necessary to the continued operation of the Group may be conducted by a simple quorum of the representatives and shall be approved by simple majority vote, based on voting allocation as provided in ARTICLE VIII - SECTION 7, of those representatives who are present and voting.

SECTION 4. Records. The governing board shall keep a record of its transaction, findings, determinations and business, which record shall be a public record to the extent required by law.

ARTICLE X

SECTION 1. Amendments. These Articles of Agreement may be amended by a three-fourths (3/4) vote, based on voting allocation as provided in ARTICLE VIII - SECTION 7, of all representatives entitled to attend meetings and vote and approval of the proposed amendment by resolutions of all of the participatory agency governing boards of bodies.

SECTION 2. Nonaction. If a participatory agency fails to take action to formally approve or disapprove a proposed amendment to this agreement within forty-five (45) days after its receipt by such agency for action by its individual board, it shall be deemed that such agency has given its approval to such amendment. An agency shall be deemed to have received notice of a proposed amendment when the same is deposited in the United States Mail by Certified Main, Postage Prepaid.

ARTICLE XI

SECTION 1. Costs, Benefit Claims or Losses. Premiums and other costs associated with administering the day-to-day operations of the Group shall be paid from the common pool of funds, except as may be determined in a separate manner by a majority vote, based on voting allocation as provided in ARTICLE VIII - SECTION 7, of all representatives entitled to attend meetings and vote. Should the common pool of funds be exhausted or dissolved, additional payments shall be provided by the participatory agencies on a pro-rata basis according to the respective numbers of employees covered by the health and related benefits plan so as to provide for payment of all premiums in a timely fashion.

SECTION 2. Legal Responsibility. Section 1 above or any other provision of this Agreement notwithstanding, it is jointly agreed that each individual agency will remain fully liable and responsible to its own employees with respect to any claims, demand, right or cause of action now in existence or hereafter accruing with respect to any such employee and will remain the legal entity against whom any action at law or in equity may be filed by an individual employee.

SECTION 3. Administrative Fund. The Board may establish a separate administrative fund for the purpose of payment of any costs and/or losses not referenced on Section 1 above. Operation of this fund shall be determined by the By-laws.

SECTION 4. Property Ownership. No property, real or personal, shall be acquired or held under this Agreement, except for a common pool of funds supporting the self-funded health and related benefits program and any administrative fund.

SECTION 5. Investments. The Board shall establish requirements and procedures for the investment of the common pool of funds.

SECTION 6. Contracts. Contracts entered into by the officers with the approval of the governing board shall be binding upon the respective

participatory agencies through their representatives as agents for said agencies.

SECTION 7. Renewals. There will be annually determined renewal alteration and rates based upon the overall claimed utilization of all participatory agencies who have adopted this Agreement. That composite percent change may increase, decrease or have no change, based upon their claimed utilization history for all groups and will be implemented at the beginning of the plan Fiscal Year. If renewal rates are not produced by April 1st each year Article VII Section 4 items b and c will not be enforced. The effect for any single participatory agency would be an increase, decrease or no change based upon the composite or total percent change for all groups and the percent change would simply be used to effectuate each participatory agencies individual renewal change.

ARTICLE XII

SECTION 1. Dissolution. This Agreement and the Group shall be dissolved at any time by three-fourths (3/4) vote of all member agencies passing a resolution supporting such action, based on voting rights as outlined in ARTICLE VIII - SECTION 7. After all outstanding claims and obligations are paid and terminated, the remaining funds in the Group pool of funds (whether in trust account, checking account or otherwise) shall be divided among the participating agencies on a pro-rata basis according to the respective numbers, based on an average of the current Plan Years enrollment, of employees covered by the health and related benefits program each participating agency has in the Plan; provided, however, an agency, excluding original participating agencies as of July 1, 2005, shall only receive a share of such final distribution if the agency has been a member of the Plan for three (3) preceding years.

ARTICLE XIII

SECTION 1. Severability. If any provisions of these Articles of Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these Articles which can be given effect without the invalid provisions or applications, and to this end the provisions of these Articles are declared to be severable.

**IOWA GOVERNMENTAL HEALTH AND RELATED BENEFIT PROGRAM
28E AGREEMENT
ADDENDUM A**

ENTITIES PARTICIPATING IN THE 28E AGREEMENT

EACH PARTY REPRESENTS THAT HE/SHE HAS BEEN AUTHORIZED IN ACCORDANCE WITH STATE LAW TO SIGN THIS AGREEMENT AND BIND THE UNIT OF LOCAL GOVERNMENT REPRESENTED. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, AND ANY EXECUTED COPY THEREOF SHALL HAVE THE SAME FORCE AND EFFECT AS IF AN ORIGINAL.

City of Fairfield, Iowa
Jefferson County, Iowa
Humboldt County, Iowa
Hancock County, Iowa
Clay County, Iowa
Henry County, Iowa
City of Council Bluffs, Iowa
Keokuk Comm. School District, Iowa
Seymour Comm. School District, Iowa
City of Keokuk, Iowa
Central Lee Comm. School District, Iowa
Grundy County, Iowa
Clayton County, Iowa
City of Clive, Iowa
Pottawattamie County, Iowa
City of Spencer, Iowa
Council Bluffs Water Works, Iowa
Emmet County, Iowa
Winnebago County, Iowa
City of Waukee, Iowa
Monona County, Iowa
City of Pella, Iowa
City of Harlan & Harlan Municipal Utilities, Iowa
Guthrie County, Iowa
Union County, Iowa
City of Perry, Iowa
City of Webster City, Iowa
Dubuque County, Iowa
City of Waverly, Iowa
Chickasaw County, Iowa