

# BYLAWS OF THE GOVERNING BOARD

## IOWA GOVERNMENTAL HEALTH CARE PLAN I.G.H.C.P.

1. **AUTHORITY.** These bylaws which govern members of Iowa Governmental Health Care Plan I.G.H.C.P. (the Group), the operation of that plan (the Plan), and the transaction of business by the Governing Board (the "Board"), are adopted pursuant to the authority of the Health and Related Benefits Program 28E Agreement between the participating agencies. These bylaws supplement the Agreement and any bylaw or action taken by the Board in conflict or inconsistent with the Agreement is invalid to the extent of such conflict or inconsistency.
2. **MEETINGS.** Meetings of the Board shall be held at least annually, and may be held more often, at a time and place established by the Chairperson satisfactory to a majority of the members of the Board. Any member of the Board may submit agenda items for such meetings, such items to be submitted to the Chairperson at least five days in advance of the meeting. Chairperson or Chairperson's designee shall provide a one-week notice of meetings to all representatives of participatory agencies as provided for in the Agreement.
3. **MINUTES.** The governing Board through the Secretary or a designee shall keep minutes of all meetings and provide for filing copies of the same in the office of the designated representative from such participating agency.
4. **ELECTION AND TERM OF OFFICERS.** The election of officers provided for under the Agreement shall take place once each year for a term commencing at the annual Board Meeting held approximately February 1<sup>st</sup> through January 31<sup>st</sup> of the following year.

For the period of July 1, 2005 the initial election will be held after the July effective date. In the event of the resignation of an officer of the Board or the removal of an officer by his or her respective governing body, a special election shall be held within 60 days to fill the vacancy for the remainder of the term. Nothing herein prevents the temporary election of acting officers in the interim. Initial officers shall be elected at the organizational meeting to serve in that capacity from date of election to June 30<sup>th</sup> of the first plan year of the organization.

5. **OFFICER DUTIES.**
  - a. **CHAIRPERSON** – The Chairperson shall be the presiding officer of the Governing Board and when present, shall preside at all meetings of said Board. The Chairperson shall, on behalf of the Governing Board, but only as authorized by the Board, execute all contracts, legal documents, and

other instruments necessary to the operation of the Group. The Chairperson may delegate this function to any other officers of the Board. The Chairperson or Chairperson's designee shall be responsible for providing a one-week notice of meetings to all representatives of participatory agencies.

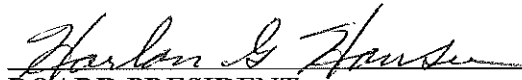
- b. VICE-CHAIRPERSON – The Vice-Chairperson shall, during the absence of the Chairperson, perform the duties of the Chairperson, or in the case of the inability of the Chairperson to act, be vested with the powers of the Chairperson. The Vice-Chairperson shall also perform such other duties and exercise such other powers as may be from time to time imposed by resolution or motion of the Governing Board.
  - c. SECRETARY – The Secretary shall assist the Chairperson in the preparation of meeting agendas, and shall provide minutes of all meetings of the Governing Board and maintain the permanent records of the Board. The Secretary, with approval of the Board, may appoint a Recording Secretary, either a person or a firm, to take minutes, send meeting notices, keeps records, and maintain permanent records of the Board, under the direct supervision of the Secretary.
6. EMPLOYMENT OF CLAIMS ADMINISTRATORS. The Board shall employ or contract with a Consultant, Broker, or Claims Administrator(s) to manage and administer claims for the Plan. Such administrator shall be determined at the Annual Meeting of the Board. A copy of any contract with said Claims Administrator(s) shall be furnished each participatory agency on request.
7. EMPLOYMENT OF PLAN ADMINISTRATOR. The Board shall employ or contract with a Plan Administrator to manage the operation of the Plan. The duties of the Plan Administrator shall include: billing and collecting of monthly deposits for the Trust Account and depositing same; disbursing of Trust Account Funds to the Claims Account, Insurance Companies, and such other vendors as may be approved by the Board; monthly updating of the participant lists, filing reports with external regulatory agencies; keeping minutes of the board meetings on request; and other such duties as may be determined by the Board.
8. AUDIT PROVISION. The Board shall from time to time, employ such independent auditors as are necessary to insure that the accounts and funds are in proper order for all checking and trust accounts. At least once each year the Board shall verify the Employee Bonding arrangements of the Plan and Claim Administrator by receiving and reviewing a current "Certificate of Insurance" showing coverage amounts, Insuring Company, and dates of coverage.

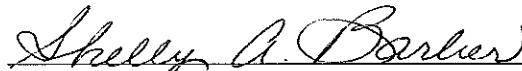
9. **INSURANCE CONTRACTS.** Any insurance contracts deemed necessary by the Board to safeguard the funds of the Plan or promote the welfare of the employees or sound fiscal management shall be determined by the Board.
10. **DEPOSIT OR ASSESSMENT.** The deposit or cost to be assessed the participatory agencies under the Plan shall be annually established by the Board prior to July 1<sup>st</sup> of each year for the period of July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. Payment shall be made within 10 days of receipt of a billing. Failure to remit payments when due shall be considered cause for expulsion from the group plan and cancellation of insurance coverage at the discretion of the Board. Any and all funds accumulated by each entity can be used to pay insurance premiums owed by that entity. The Group is responsible for any partial premium payments not covered by their accumulated funds necessary for days coverage was in force. The Board may establish different levels of deposit assessment to accommodate different levels of benefits.
11. **PLAN FUNDS.** The deposit assessments shall be paid into the Group Account. The Plan Administrator is authorized to periodically transfer funds from the Plan Account to a Claims Account or Administrative Account as needed. Investment of the Plan Account by the Plan Administrator shall be in conformance with policies established by the Board. Selection of bank depositories for the Plan, Claims, and Administrative Accounts shall be determined by the Administrator and the Participating Agency and reviewed at least annually.
12. **NEW ENTRANTS INTO PLAN.** Upon written request, the Board will consider new entrants into the Group based on the following criteria:
  - a. Potential new participating agencies must be willing to share responsibility for overall performance of the plan standards and accept the current in-force approach to the provision of benefits.
  - b. Potential new participating agencies must furnish the Administrator, current claims information and census figures on their present work force.
  - c. The Administrator will be responsible to the existing Participating Agencies for disclosure of marketing efforts and initiatives. A report providing information about each new group entering the Plan will be provided each Board Representative. This information will include but is not limited to, Name, Entry Date, claims ratios and size.
  - d. A new entrant will be responsible on a pro-rata basis for all claims and administrative expenses and any other legitimate charges against the funds as determined by the Administrator.
  - e. Effective date of entry for new groups shall be based on the effective date of coverage and renew each July 1<sup>st</sup>.

13. APPEALS. Appeals from decisions of the Claims and/or Plan Administrators may be made directly to the Board. All procedures and appeals processes as outlined in the plan documents must first be followed before an appeal can be made directly to the Board. All appeals to the Board must be made in writing by the employee/participant or his designee. The Board will schedule a hearing within 60 days of receipt of notice of an appeal and so notify the claimant. The Secretary shall send notice to the claimant and the Administrator of the time, date, and place of the hearing informing the Claimant of their opportunity to be heard at that time. Such hearing shall be conducted informally; however, testimony may be taken under oath by the Board if deemed appropriate. All appeals shall be in writing and contain the information required under the claim procedures provision of the Plan description. Final determination by the Board shall be by majority vote based on voting allocation as outlined in 28E Agreement.

ADOPTED AND APPROVED this 1<sup>st</sup> day of February, 2008.

SIGNED:

  
BOARD PRESIDENT

  
SECRETARY