

Resolution 22-07
To Approve the ISAC Group Benefits Program 28E Agreement

WHEREAS, the Iowa State Association of Counties (ISAC) Group Benefits Program, a Chapter 28E organization, has adopted a 28E Agreement for its group health and related benefits program, for the purpose of providing group health and related benefits for employees of participating entities.

WHEREAS, the county of Ida desires to adopt the 28E Agreement for health and related benefits for eligible employees.

NOW, THEREFORE, BE IT RESOLVED by the Ida County Board of Supervisors that the County desires to adopt the 28E Agreement for the ISAC Group Benefits Program;

Approved by the Ida County Board of Supervisors on March 1, 2022

Raymond Drey
Board Chair

Iowa State Association of Counties Group Benefits Program 28E Agreement

1. **PURPOSE AND CREATION.** The purpose of the Iowa State Association of Counties (“ISAC”) Group Benefits Program is for ISAC to work with governmental entities to provide health and related benefit programs for employees of participating entities because it is more efficient and economical if provided jointly rather than individually. The ISAC Group Benefits Program shall be created by ISAC, a private agency within the meaning of Iowa Code Chapter 28E and applicable governmental entities, public agencies within the meaning of Iowa Code Chapter 28E, to form and create a separate legal entity under Iowa Code Chapter 28E. This entity has the power, privileges, and authority as hereinafter set forth in this ISAC Group Benefits Program 28E Agreement (the “Agreement”) as of the date first executed below.
2. **ORGANIZATION.** The operations of the ISAC Group Benefits Program shall be under the direction and control of the ISAC Board of Directors (hereinafter referred to as the “ISAC Group Benefits Program Board of Directors”).
3. **DURATION.** The operations of the ISAC Group Benefits Program shall be effective on July 1, 2022 and be perpetual until the ISAC Group Benefits Program is abolished by a two-thirds vote of the ISAC Group Benefits Program Board of Directors.
4. **POWERS OF THE ISAC GROUP BENEFITS PROGRAM BOARD OF DIRECTORS.** The ISAC Group Benefits Program Board of Directors shall have each and all of the following powers regarding the ISAC Group Benefits Program:
 - (a) To provide members a health benefit program for their respective employees.
 - (b) To contract with any public or private entity to provide all necessary services.
 - (c) To rent, lease, or purchase any tangible personal property, real estate, or services reasonably necessary to fulfill the purposes of this Agreement.
 - (d) To adopt Bylaws and policies related to operation of the ISAC Group Benefits Program.
 - (e) To establish a system of accounting and budgeting.
 - (f) To retain legal counsel, accountants, and other professional individuals needed in order to fulfill the purposes of this Agreement.
 - (g) To expel members for failure to pay debts and liabilities.
 - (h) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
5. **COMMITTEES.** The ISAC Group Benefits Program Board of Directors has the authority to create committees as needed.
6. **BUDGET.** The ISAC Group Benefits Program Board of Directors shall, prior to January 1 of each year, prepare and adopt a budget for the operation of the ISAC Group Benefits Program for the next fiscal year. The accounts of the ISAC Group Benefits Program shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each fiscal year and a copy thereof provided to each member of the ISAC Group Benefits Program Board of Directors and the Auditor of the State of Iowa.
7. **FUNDING.** The ISAC Group Benefits Program shall provide the services referred to in this Agreement to each member. The costs to members for these services shall be determined by the Plan Administrators based on the risk to insure. All funds obtained as a result of this Agreement shall be treated as public funds. Investments made with ISAC Group Benefits Program funds shall be invested in accordance with Iowa Code Chapter 12B.

- 8. MEMBERSHIP.** Membership to the Iowa Group Benefits Program shall be limited to Iowa counties and their related intergovernmental partners, instrumentalities of the government, other governmental entities within the State of Iowa, and ISAC. Any entity meeting the criteria described above may apply for membership to the ISAC Group Benefits Program. Entities that have withdrawn and are re-entering the ISAC Group Benefits Program will be treated as new members. The Plan Administrators have full discretion to accept or reject any new members to the ISAC Group Benefits Program after considering the risk to insure the entity. Rates will be set by the Plan Administrators based on the risk to insure unless rates are set by the third-party insurance provider.
- 9. WITHDRAWAL.** Any entity may withdraw from the ISAC Group Benefits Program at the end of the fiscal year. The withdrawing entity must give notice no later than April 1st of its intention to withdraw membership effective at the end of that fiscal year. Termination of membership shall not relieve the withdrawing entity of the obligation to pay their debts in full. The ISAC Group Benefits Program has no fiscal responsibility for claims incurred after an entity exits the program.
- 10. APPEALS.** Decisions of the Plan Administrators can be appealed to the ISAC Group Benefits Program Board of Directors.
- 11. REMOVAL OF MEMBERS.** A member may be removed from the ISAC Group Benefits Program for failure to fulfill their financial obligations. The decision to remove a member of the ISAC Group Benefits Program shall be made by a two-thirds (2/3) vote of the ISAC Group Benefits Program Board of Directors. Removal shall be effective at the end of the fiscal year following the vote to remove. Removal from the ISAC Group Benefits Program shall not relieve the entity of their financial obligations.
- 12. AMENDMENTS.** This Agreement may be amended by resolution of the ISAC Group Benefits Program Board of Directors by first adopting such amendment and then submitting it to the individual members. A separate explanation of the reasons for the amendment shall be included. Each member desiring to vote upon the amendment shall do so by resolution and return to ISAC a certified copy of the resolution stating the member's vote within thirty (30) days of the date that the member received a copy of the proposed amendment. Any member not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all the ISAC Group Benefits Program members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8.
- 13. NON-LIABILITY.** The ISAC Group Benefits Program is a public corporation. ISAC Group Benefits Program members shall not be liable for any acts, deeds, resolutions, or other actions of the ISAC Group Benefits Program. Each individual member, and its assets and taxing authority may not be reached, attached, or executed upon by any creditor or claimant of the ISAC Group Benefits Program. ISAC and its assets may not be reached, attached, or executed upon by any creditor or claimant of the ISAC Group Benefits Program. The ISAC Group Benefits Program has no fiscal liability for claims incurred after a county exits the program.
- 14. THIRD PARTY BENEFIT.** Neither the provisions of this Agreement nor the provisions of any agreement that the ISAC Group Benefits Program may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that the ISAC Group Benefits Program

may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual residence or taxpayer of any county.

15. DISPOSITION OF ASSETS. In the event this Agreement is terminated by the ISAC Group Benefits Program Board of Directors and the ISAC Group Benefits Program is abolished, all property of the ISAC Group Benefits Program shall be delivered, assigned, and conveyed to the ISAC Group Benefits Program members as determined by the ISAC Group Benefits Program Board of Directors, after payment of all claims, debts, obligations, and liabilities of the ISAC Group Benefits Program.

16. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

THE EXECUTION OF THIS AGREEMENT BY ISAC AND BY EACH UNDERSIGNED MEMBER SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED ENTITY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY RESOLUTION OR MOTION OF THE BOARD OF SUPERVISORS OR APPLICABLE GOVERNING BOARD.

IOWA STATE ASSOCIATION OF COUNTIES

MEMBER ENTITY: Ida

Signature: _____

Signature: Raymond Drey

Print Name: _____

Print Name: Raymond Drey

Title: _____

Title: Chair, Ida County Board of Supervisors

Date: _____

Date: 3/1/22