



Shared Strength · Trusted Care

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PARTICIPATION AGREEMENT

Idaho Independent Intergovernmental Authority (III-A)

This Participation Agreement is between _____, hereinafter referred to as AGENCY, and the Idaho Independent Intergovernmental Authority (III-A) to secure the three (3) year commitment to participate in III-A's employee benefits programs effective on this ____ day of _____, 20__.

The AGENCY understands and agrees that its participation in the III-A is bound by the following:

1. Joint Powers Agreement and Declaration of Trust, a copy of which is attached hereto and incorporated by reference;
2. All contracts and/or policies of insurance entered into by the III-A which shall cover all eligible employees of III-A Agencies;
3. Any and all policies, rules and regulations pertaining to the administration of the III-A employee benefit programs, recognizing that any and all of these documents and rules may be amended from time to time; and
4. Any subsequent amendments to the "Joint Powers Agreement and Declaration of Trust", the contracts or policies of insurance entered into by the III-A, and any rules and regulations concerning the administration of the III-A employee benefit programs adopted by the Agencies of the Trust or the Trustees in accordance with the "Joint Powers Agreement and Declaration of Trust".

The AGENCY acknowledges and understands that:

1. The III-A is an irrevocable trust fund established for the purpose of funding employee benefit programs for the benefit of the III-A's Agencies' employees. As an irrevocable trust fund, the III-A's Agencies do not retain any power to alter, amend, revoke, or terminate the transfer of funds held in the trust fund. All funds of the Trust are fiduciary funds.
2. Any Idaho public agency, except an agency of the Idaho state government, as defined in Idaho Code Section §41-4102(9) is eligible to participate in the III-A provided the eligible Idaho public agency complies with all the governing documents of the III-A, including all III-A rules and regulations and policies and procedures.

3. Full participation in the III-A requires a consecutive three (3) year participation commitment. Agencies that only intend to participate with dental, vision, or mental health benefits require a one (1) year participation commitment.
4. Any III-A Agency may withdraw from membership in the III-A and from participation in any III-A program effective on September 30 of any year by giving written notice to the III-A no later than June 30th of the same year. An Agency's withdrawal from the III-A shall be classified as either an Authorized Withdrawal or an Unauthorized Withdrawal. The withdrawal of a III-A Agency from the III-A prior to the completion of the required consecutive years of participation shall be determined to be an Unauthorized Withdrawal. The withdrawal of a III-A Agency from the III-A at any time following the completion of the required consecutive years of participation shall be determined to be an Authorized Withdrawal.
5. All III-A Agencies that withdraw from the III-A, as either an Authorized Withdrawal or as an Unauthorized Withdrawal, are financially responsible for all unfunded run-out claims and will be billed by the III-A for such unfunded run-out claims. All III-A Agencies that withdraw from the III-A as an Unauthorized Withdrawal are also responsible for a financial penalty equal to the sum of contributions paid by or charged to the withdrawing III-A Agency during the twelve (12) month period immediately prior to the date of the Unauthorized Withdrawal.
6. All eligible, full-time employees of an III-A Agency must participate in the III-A programs offered by the III-A Agency. Employees that provide proof of other coverage that is considered to be primary coverage for the employee, even while the employee is covered under a III-A program, are allowed to waive coverage under the III-A program.
7. Retirees of a III-A Agency are eligible for coverage if the agency is enrolled in Retiree coverage.
8. Elected Officials of a III-A Agency are eligible for coverage.
9. The Board of Trustees shall have the responsibility and authority to manage the operations of the III-A. The Board of Trustees shall consist of no more than thirteen (13) III-A Agencies. Three Trustees shall represent those III-A Agencies having the greatest number of employees eligible to enroll in a III-A program. Five Trustees shall be elected by the III-A Agency Delegation. Two Trustees shall be appointed by the Board of Trustees. Three Trustees shall be appointed by the Founding Agencies. The Officers of the Board of Trustees shall consist of the Chair, Vice-Chair, and Secretary.
10. Contribution rates will be set annually for each benefit program by the Board of Trustees. All III-A Agencies are responsible for payment of the monthly contributions that are based on the rates so established for the III-A programs offered by the III-A Agency. Payment of the monthly contributions are due on the first day of the month for the month of coverage. The total amount as shown on the monthly billing must be paid as billed.



11. If participation in the III-A occurs more than 30-days after the final rates are presented to the AGENCY by the III-A, the rates quoted are contingent upon agency confirming, to the best of their knowledge, that there have not been any significant changes in the health of any individual that will be enrolled in a III-A plan since the Agency's completion of their original application to join the III-A. The Agency Representative's signature on this document will serve as said confirmation.

IN WITNESS WHEREOF, the undersigned accepts all of the terms of the foregoing Participation Agreement and agrees to be bound by the same, and have affixed their signature as of the date indicated below.

Agency's Name

By: _____
Agency Representative and Title

Printed Name: _____

Date Signed: _____

