

**AGREEMENT
FOR
EMPLOYEE GROUP INSURANCE**

This Agreement for Group Insurance (“Agreement”) is made and entered as of the __ day of _____ 20__ by and between the State of Idaho, Department of Administration, Division of Insurance and Internal Support, Office of Group Insurance (“OGI”) and _____, a political subdivision or school district of the State of Idaho (“Contracting Employer”).

RECITALS

- A. Idaho Code section 67-5767 authorizes the Director of the Department of Administration to provide group insurance, group annuity, and health care service coverage to school districts, public community colleges, public colleges, public universities and other political subdivisions of the State of Idaho (collectively, “Political Subdivisions”).
- B. The Director has delegated authority to provide group insurance, group annuity, and health care service coverage to Political Subdivisions and School Districts to OGI.
- C. Contracting Employer is a Political Subdivision or School District and desires group insurance and health care service coverage under the terms and conditions of this Agreement.

AGREEMENT

THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Definitions. Terms, whether capitalized or not, in this Agreement shall have the meanings set forth in the Agreement, including the Recitals above, unless the context requires otherwise.
2. Group Insurance Coverage.
 - a. *Coverage Provided.* Subject to the terms of this Agreement, OGI will procure and maintain the types of group insurance, group annuity, and health care service coverage set forth below, for the officers and employees of Contracting Employer:

Medical (includes prescription drug coverage, vision and Employee Assistance Program)
Dental

The above types of insurance are collectively referred to in this Agreement as the “Group Insurance Program.”

The policies of the Group Insurance Program provided under this Agreement will be identical to those policies provided by OGI to active and retired State of Idaho employees.

b. *Authority to Negotiate, Procure, Maintain and Administer.* OGI shall have complete and exclusive authority to negotiate, procure, maintain, and administer the Group Insurance.

3. Contracting Employer's Duties.

a. *Coverage Offered to All Employees and Officers.* Unless the type of insurance is identified as option in Section 2.a. or inclusion is waived by OGI, Contracting Employer shall offer the Group Insurance set forth in Section 2.a. to all benefit eligible officers and employees. Employer shall establish benefit eligibility criteria and consistently apply such criteria to determine the eligibility of officers and employees.

b. *Provision of Data.* OGI will provide Contracting Employer with a list of data and a submission schedule. Contracting Employer shall provide OGI with all such data in accordance with the submission schedule.

4. Costs and Payment. On or before the fifth (5th) day of each month, Contracting Employer shall pay OGI for Contracting Employer's premiums and administrative contributions set forth below. The Contracting Employer shall pay premiums and administrative contributions in advance for the following month. The Contracting Employer shall submit stabilization reserve payments upon the initiation of participation in the Group Insurance and upon resumption of participation following the exclusion period set forth in section 5(c)(ii) of this Agreement.

a. *Premiums.* Contracting Employer shall categorize benefit eligible employees into a full time employee category (Tier 1) and a part time employee category (Tier 2). Contracting Employer shall pay the premium attributable to each officer and employee in accordance with their position in Tier 1 or Tier 2 and receiving Group Insurance under this Agreement (the "Premiums"). OGI will provide no less than thirty (30) days prior notice of Premium increases.

b. *Administrative Contributions.* Included in the Premiums, Contracting Employer is paying a fee per employee assessed to cover costs of OGI's procurement, maintenance, and administration of the Group Insurance Program. OGI will allocate such costs to the Contracting Employer in the same manner as OGI allocates the costs to the various agencies of the state of Idaho under the provisions of Idaho Code section 67-5769.

c. *Stabilization Reserve Payment.* Contracting Employer shall submit a non-refundable stabilization reserve payment in an amount arising from the projected annual Premiums for enrolled officers and employees of the Contracting Employer calculated by the state of Idaho's actuary. All rate stabilization reserves shall be vested in the state of Idaho and shall remain in the rate stabilization reserve account in the event of termination.

5. Term and Termination.

a. *Effective Date.* This Agreement shall commence as of _____ and shall continue until terminated.

b. *Termination.* In the event of breach of this Agreement by Contracting Employer, OGI may terminate this Agreement upon thirty (30) days' notice to Contracting Employer. Following the participation of Contracting Employer in the Group Insurance Program for a continuous period of five (5) years under this Agreement or a predecessor agreement, Contracting Employer may terminate this Agreement at any time with or without cause upon (30) days' notice to OGI specifying the date of termination.

c. *Effect of Termination.*

i. Termination by OGI. Upon termination by OGI, Contracting Employer shall immediately submit payment to OGI for all outstanding liabilities for Premiums.

ii. Termination by Contracting Employer. Upon termination by Contracting Employer, Contracting Employer shall not be eligible to enroll officers and employees in the Group Insurance Program for a period of five (5) years from the effective date of the termination.

6. Statutory Revisions. Any amendments made by the Idaho Legislature to Idaho Code Title 67, Chapter 57 shall become a part of this Agreement upon their effective date and the contract shall be amended to the extent necessary to give effect to such amendments.

7. Notices. Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party, by email, or by certified mail, return receipt requested, to the other party at the other party's address stated below. Either party may change its address by giving notice of the change in accordance with this paragraph.

OGI: Office of Group Insurance
650 W. State Street, Ste 100
P.O. Box 83720
Boise, ID 83720-0035

Contracting Employer:

8. Complete Statement of Terms. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. Except as set forth in section 6, this Agreement may not be modified without the written consent of OGI and Contracting Employer.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

10. Survival. Any termination of this Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of section 3(b), 4, 5, and 9.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

OGI:

**Department of Administration
Office of Group Insurance**

By _____
Its _____

Contracting Employer:

By _____
Its _____