

**IDA INSURANCE TRUST
PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT (the “Agreement”), made and entered into as of _____, by and between _____ (the “Participating Employer”) and the IDA Insurance Trust (the “Trust”), (collectively referred to herein as the “Parties”).

WITNESSETH THAT:

WHEREAS, the Trust operates as a funding vehicle for a multiple employer welfare arrangement (“MEWA”);

WHEREAS, the Trust will provide self-funded Benefits to several employers throughout Indiana that are members of the Indiana Dental Association and have elected to participate in the Trust (collectively, the “Participating Employers”).

WHEREAS, the Participating Employer and the Trust desire to enter into this Agreement to define the obligations of both Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth below, it is hereby covenanted and agreed by the Participating Employer and the Trust as follows.

SECTION I

PARTICIPATION IN THE IDA INSURANCE TRUST

- 1.01 The Participating Employer hereby agrees that it shall participate in the Trust and the Arrangement. The Trust accepts the Participating Employer for participation in the Trust and the Arrangement, subject to the terms and conditions of this Agreement and the IDA Insurance Trust Agreement (the “Trust Agreement”).
- 1.02 The Participating Employer agrees to be bound by the terms of the Trust Agreement establishing the Trust as currently in effect and as may be amended in the future. The Trust Agreement, as it may be amended, shall be deemed to be incorporated into this Agreement and made a part hereto. The Participating Employer will be notified of any material amendment to the Trust Agreement.
- 1.03 The Participating Employer acknowledges and agrees that the Trustees, in their sole discretion, shall select all service vendors and insurance carriers that shall be retained by the Trust and the Arrangement, including the Arrangement Manager (currently IDA Insurance Services Corporation).

- 1.04 The Benefits provided or made available under the Arrangement and each Program offered under the Arrangement are limited to those set forth in, and are subject to all terms and conditions of, the applicable Plan Documents, including, without limitation, the provisions of such Plan Documents respecting the classes of employees eligible for such benefits, applicable waiting periods, the amount and types of benefits available, and the circumstances under which benefits are not available or may terminate.
- 1.05 In the event and to the extent not insured against by an insurance company pursuant to the provisions of any applicable insurance policy, the Participating Employer agrees that it shall indemnify and hold harmless the Trustees from any and all claims, demands, suits or proceedings in connection with the Arrangement, any of its Programs or the Trust that may be brought by any of the Participating Employers, Covered Employees or Covered Dependents, or by the legal representatives of any of the foregoing, or by any other person, corporation, entity, government or agency thereof; provided, however, that such indemnification shall not apply to a Trustee for such Trustee's acts of willful misconduct in connection with the Arrangement, any of its Programs or the Trust. The provisions of this Section shall survive termination of this Agreement for a period of three (3) years from the date of termination of this Agreement, and this indemnification requirement shall be binding on the Parties' respective successors and assigns.

SECTION II

PLAN ADMINISTRATION

- 2.01 All communications, notices or correspondence by the Participating Employer regarding this Agreement shall be deemed sufficient if directed to the Trust at the address set forth below.
- 2.02 All communications, notices or correspondence by the Trust to the Participating Employer shall be deemed sufficient if directed to the Participating Employer at the address set forth below.
- 2.03 Unless otherwise provided by the Trustees, any payments due from a Participating Employer for the coverage of its employees and their dependents under any Program shall be made directly to the Trust. The Arrangement Manager shall establish the deadline for payment of the monthly premium. In the event that any Participating Employer fails to deposit sufficient premium by the deadline, interest at the rate of two (2) percentage points in excess of the prime rate at JPMorgan Chase Bank, N.A. or its successor, per annum on all amounts due and unpaid may be charged by the Trustees to such Participating Employer. In determining such interest, the Trustees shall calculate interest on a daily basis using a three hundred sixty-five (365) day year. The Trustees shall also charge and such Participating Employer shall pay the costs of collection of such due and unpaid amounts, including, but not limited to, reasonable attorney fees, court costs and other costs of collection. If a Participating Employer fails to deposit sufficient premium by the sixteenth (16th) day of the month, the Trust shall suspend payment of all claims relating to the Participating Employer and employees, spouses and dependents of the Participating Employer. If a Participating Employer fails to deposit sufficient

premium by the forty-fifth (45th) day after the premium was originally due, the Trust shall cancel the policy of the Participating Employer retroactively to the day the premium was first due. Notwithstanding the foregoing, the Trustees may reinstate a Participating Employer within sixty (60) days of the date the premium was originally due if the Participating Employer makes payment in full prior to the sixtieth (60th) day and submits a new application to the Trust.

- 2.04 It is acknowledged that the Arrangement Manager is responsible for providing evidences of coverage and descriptions of benefits to the Participating Employer, including Plan Documents and/or summary plan descriptions, plan forms, and certificates of coverage. However, it is the responsibility of the Participating Employer to timely distribute such documents to its employees eligible for the insurance coverage, and the Participating Employer shall indemnify and hold the Trustees, Arrangement Manager, and Program Manager harmless for the Participating Employer's failure to timely distribute the documents.
- 2.05 All Benefits provided or made available by a Participating Employer to its eligible employees and the eligible dependents of its Covered Employees pursuant to the Arrangement or any Program offered under the Arrangement are considered to be provided under an "employee welfare benefit plan" within the meaning of section 3(1) of ERISA that is maintained by a "group or association of employers" within the meaning of section 3(5) of ERISA. The Trustees shall be responsible for preparing and filing any Form 5500 and Form M-1 required to be filed in respect to the employee welfare benefit plan and for complying with any and all other disclosure and reporting requirements applicable in respect of such separate plan.

SECTION III

PARTICIPATING EMPLOYER RESPONSIBILITIES

- 3.01 At the time this Agreement is signed and subsequently upon reasonable request of the Trust, the Participating Employer agrees to promptly provide the Trust or applicable administrative service providers with a complete and accurate listing of its Covered Employees and their Covered Dependents and such additional information as is necessary for the Trust to administer and pay the benefits. The Participating Employer further agrees to timely notify the Arrangement Manager of any change in the status or identity of employees or other individuals covered for benefits which might affect eligibility for coverage.
- 3.02 Prior to a Participating Employer changing coverage, the amount or level of benefits, the eligibility of employees or dependents for coverage, or employee classes to be covered with respect to a Program, the Participating Employer shall first notify the Arrangement Manager of the anticipated change.
- 3.03 The Participating Employer grants to the Trust, other applicable administrative service providers, the Insurance Carrier(s) and their authorized agents or representatives the right to examine during regular business hours the payroll lists and employee records of the

Participating Employer as may be reasonably necessary for the determination or substantiation of the contribution rates or Benefits provided by the Trust. The Participating Employer agrees to provide the Trust or applicable administrative service providers with all information the Trust or such providers may request in connection with the filing of all reports, returns or applications as necessary for the Trust to remain in compliance with applicable laws and regulations.

- 3.04 If litigation is required to either obtain access to the Participating Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Trust in conducting the review shall be paid by the Participating Employer and the Participating Employer shall pay any attorneys' fees and costs incurred by the Trust.
- 3.05 The Participating Employer agrees to timely pay and immediately reimburse the Trust for, as well as to indemnify and hold the Trustees harmless from, any taxes, penalties, fees or costs that may arise from the Participating Employer's participation in the Trust or due to its failure to transmit timely information or payments to the Trust.
- 3.06 In the event the Trust and/or its medical plans do not ultimately pay medical expenses that are eligible for payment under the plan for any reason, the Participating Employer may be liable for those expenses.
- 3.07 This is a fully assessable contract. In the event the Trust is unable to pay its obligations, the Participating Employer will be required to contribute through an equitable assessment the money necessary to meet any unfulfilled obligations.
- 3.08 The Trust is a multiple employer welfare arrangement. This multiple employer welfare arrangement may not be subject to all of the insurance laws and regulations of Indiana. State insurance guaranty funds are not available for your multiple employer welfare arrangement.

SECTION IV

TERM AND DURATION OF THE AGREEMENT

- 4.01 This Agreement shall be effective on November 1, 2013 ("Effective Date"). The effective date of the Benefits provided by the Trust to the Participating Employer shall be separately specified by the Trust.
- 4.02 The Agreement shall commence on the Effective Date and shall continue until December 31, 2015 (the "Initial Participation Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods until terminated as set forth below:
 - (a) The Participating Employer may elect to withdraw at the end of the Initial Participation Term by providing at least six (6) months advance written notice to the Trustees. If a Participating Employer fails to provide at least six (6) months advance written notice

prior to the end of the Initial Participation Period, the Participating Employer shall be obligated to participate in the Trust during the following Fiscal Year.

- (b) After the Initial Participation Term, the Participating Employer may elect to withdraw at the end of any Fiscal Year by providing at least six (6) months advance written notice to the Trustees. If a Participating Employer fails to provide at least six (6) months advance written notice prior to the end of the Fiscal Year, the Participating Employer shall be obligated to participate in the Trust during the following Fiscal Year.
 - (c) A Participating Employer that withdraws from the Trust shall not have any right or interest in any asset of the Trust. Notwithstanding the foregoing, the Trust shall pay claims of the Covered Employees and Covered Dependents of the withdrawing Participating Employer incurred prior to date of such withdrawal, but not reported until after said Participating Employer has withdrawn from the Trust, provided that the Participating Employer properly withdraws from the Trust in accordance with the terms of this Trust Agreement. In the event the Participating Employer withdraws in violation of this Trust Agreement: (i) the Trust shall not pay any claims that are reported to the Trust after the date of withdrawal, (ii) the Participating Employer shall be fully responsible for the payment of such claims, and (iii) the Participating Employer shall indemnify and hold the Trust harmless for the payment of such claims.
 - (d) The Trustees may terminate this Agreement and the participation of the Participating Employer in the Trust in accordance with Section 7.05 of the Trust Agreement.
- 4.03 Upon termination of this Agreement, both Parties agree to take whatever actions are necessary to effect the termination of the Participating Employer's participation in the Trust and Arrangement.

SECTION V

MISCELLANEOUS

- 5.01 All capitalized terms used herein without definition have the respective meanings ascribed to them in the Trust Agreement.
- 5.02 The Parties hereto agree to: (a) execute and deliver to each other such other documents, and (b) do such other acts and things, all as the other party hereto may reasonably request to carry out the intent of this Agreement.
- 5.03 The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Parties hereto.
- 5.04 No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.

- 5.05 In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.
- 5.06 This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns. However, this Agreement shall not be assigned without the other Party's prior written consent.
- 5.07 The Parties acknowledge that: (a) IRC section 105(h) applies to self-insured medical reimbursement plans, (b) such plans may not discriminate in favor of highly compensated individuals as to eligibility to participate or with respect to plan benefits, and (c) self-employed individuals, such as sole proprietors and partners, and 2% or more shareholders of an S corporation are not employees for purposes of IRC section 105(h). However, the Trust and the Trustees do not otherwise assert or confirm that payments made by the Participating Employer to the Trust are deductible or that the benefits provided pursuant to the Arrangement will not be taxable to the Participating Employer or any of its employees or their dependents. By entering into this Agreement, the Trust and Trustees are not providing any tax advice, nor have the Trust or Trustees otherwise provided any tax advice to the Participating Employer, its employees or their dependents with respect to the current or future tax laws' application to the Arrangement and their participation therein. The Participating Employer has had the opportunity to seek its own independent tax advice concerning its participation in the Arrangement, and the Participating Employer has decided to enter into this Agreement with full knowledge of the benefits and consequences.
- 5.08 Each Party agrees to abide by all applicable federal and state laws and regulations, including, but not limited to, the Employee Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code ("IRC"). Except to the extent preempted by federal law, this Agreement shall be governed by and construed under the laws of the State of Indiana, without regards to principles of conflicts of laws. Both Parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Indiana (state or federal), with venue in Marion County, over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
- 5.09 This Agreement contains the entire understanding between the Parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement, which are not fully expressed herein or in the Trust Agreement.
- 5.10 The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.

5.11 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF,

PARTICIPATING EMPLOYER

IDA INSURANCE TRUST

By: _____

By: _____

For the Trustees

Title

Title

Date

Date

Address:

Address:
1319 East Stop 10 Road
Indianapolis, IN 46227
(317) 687-3677

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