

WYOMING LAWYERS HEALTH BENEFIT PLAN
EMPLOYER ADOPTION AGREEMENT

PLAN SPONSOR: WYOMING STATE BAR HEALTH FOUNDATION
4124 Laramie Street
Cheyenne, WY 82003

NAME OF PLAN: WYOMING LAWYERS HEALTH BENEFIT PLAN

PLAN ADMINISTRATOR: ALPS RISK & INSURANCE SERVICES, INC.
P. O. Box 9169
Missoula, MT 59807-9169

BENEFIT ADMINISTRATOR: _____

EMPLOYER ADOPTING PLAN: _____ ("the Employer")

Participation Date: 1st day of _____, 20____

The Employer and the Plan Administrator agree to the following:

1. Adoption

a. _____ Employer Adopting Plan for The First Time.

Subject to the approval of the Plan Administrator or its delegatee and compliance by the Employer with the terms and conditions of this Adoption Agreement and the terms and conditions of the Plan, the Employer hereby adopts the Plan.

b. _____ Employer Readopting Plan.

Subject to the approval of the Plan Administrator or its delegatee and compliance by the Employer with the terms and conditions of this Adoption agreement and the terms and conditions of the Plan, the Employer hereby readopts the Plan. The terms of this Adoption Agreement shall supersede the terms and conditions of all prior Adoption Agreements between the Employer and the Plan.

2. Terms and Conditions of Plan

The Employer agrees to be bound by the terms and conditions of the Plan, which includes a Plan Declaration and Trust, as amended from time to time, and the Benefit Programs adopted by the Plan Sponsor. The Employer also agrees to be bound by all Plan policies, rules, regulations and interpretations promulgated from time to time by the Plan Administrator. **The Employer understands the Plan is not an Internal Revenue Code section 125 cafeteria plan for the Employer's participating employees, and employee contributions to the Plan are not pre-tax unless the Employer offers the Plan Benefit Program options to his or her employees under the Employer's separately created cafeteria plan.**

3. Copy of Plan

The Employer acknowledges receipt of a copy of the Plan Declaration and Trust, with all amendments thereto, the Benefit Programs, and all written policies, rules, regulations, and interpretations in effect as of the date hereof. The Employer acknowledges that the Plan may be amended by the Plan Sponsor, and the Employer agrees to be bound by such amendments as are duly adopted.

4. Approval of Action by the Plan and Benefit Administrator

The Employer agrees to be bound by all actions taken by the Plan Administrator and the Benefit Administrator pursuant to the powers granted to them under the terms of the Plan.

5. Effective Date/Term

a. Notwithstanding the requested participation date set forth above, Employer understands and agrees that Employer participation in the Plan shall not commence (and payment of Benefits to the Employer's Eligible Employees and Dependents shall not commence) until the Plan Administrator or its delegatee has signed this Adoption Agreement and provided a written notice of the acceptance to Employer, and the Employer and the Employer's Eligible Employees have met the requirements for Plan participation under Article II of the Plan Declaration and the Benefit Program providing the Benefit.

b. The term of this Adoption Agreement shall commence as of the date provided for in subsection a. above and shall terminate at the end of the Plan year.

c. The term of this Adoption Agreement shall automatically renew for another full Plan year, unless sooner terminated as follows:

i. The Employer may withdraw from the Plan by notifying the Plan Administrator in writing no less than 30 days in advance of the withdrawal date. For the withdrawal to be effective, all Contributions must be paid and current through the date of withdrawal. The withdrawal shall become effective on the last day of the month following the 30-day notification period.

ii. The Plan may terminate an employer's participation in the Plan upon the Employer's: nonpayment of contributions; fraud or other intentional misrepresentations of material fact; failure to provide the reports required by the Plan; noncompliance with a material provision of the Plan; or because the Employer is no longer a member of the Wyoming State Bar (WSB), the Plan has elected to cease coverage in a designated geographic area, or the Plan Sponsor has terminated the Plan. In the case of nonpayment of contributions, the effective date of termination shall be retroactive to the last day of the month for which contributions were paid.

In all other cases, the termination date shall be the date set forth in the notice of termination.

6. Benefit Programs Included

The Benefit Programs included in the Plan are: medical, dental, and optical Benefit Programs and group life insurance.

a. The life insurance program covers all Eligible Employees who enroll for any of the other Benefit Programs.

b. The medical dental, and optical Benefit Programs are available for Eligible Employees and Dependents of Eligible Employers of an Eligible Employer.

c. **No Benefits will be paid for expenses incurred during any month for which contributions are not made to the Plan, unless the Benefit Program provides otherwise.**

7. Eligible Employers and Employees

To be eligible to adopt and continue to participate in the Plan, an Employer must be a WSB member who is a sole proprietor operating a law practice as a licensed attorney in Wyoming, or a legally recognized Wyoming entity operating a law practice in Wyoming that is owned or controlled by at least one member of the WSB either as an individual or through another legal entity allowed to engage in the practice of law in Wyoming. Eligible Employers must employ two or more employees (minimum group size of 2). For determining minimum group size, an Employer and his or her spouse will be treated as one employee. The Employer's Eligible Employees shall include all common law employees who satisfy the Waiting Period and Minimum Hours employee requirements set forth in Section 8 below. Notwithstanding the Minimum Hours requirement in paragraph 8 below, a participating Employer may

include employees granted paid or unpaid sabbaticals or maternity leaves of no more than one year as Eligible Employees.

8. Waiting Period and Minimum Hours Requirements

Coverage of employees of the Employer shall not commence until the first day of the calendar month following or coinciding with the date the employee has satisfied the Waiting Period and Minimum Hours requirements set forth in this Section.

a. Waiting Period.

The Employer shall designate one of the following Waiting Periods which must be satisfied before an employee shall be eligible for coverage:

i. No Waiting Period. _____

ii. Number of calendar days of employment. _____ (30, 60, or 90)

b. Minimum Hours Requirement Explanation.

The Employer shall designate a Minimum Hours requirement which shall be the minimum hours which an employee is routinely required to work each week as a condition of participation in the Plan. The Employer may not designate a Minimum Hours requirement of less than 20 hours nor more than 30 hours.

c. Minimum Hours Designation. The Employer hereby designates the following Minimum Hours requirement: _____ 20 hours, _____ 25 hours, or _____ 30 hours.

d. _____ The Employer elects to not apply the minimum hours requirement during a period of Employer approved paid or unpaid maternity leave or sabbatical not exceeding one year.

9. Coverage Percentage

The federal law and the Plan require the Employer to offer coverage under the Plan to a minimum percentage of its eligible employees (employees who satisfy the Waiting Period and Minimum Hours Requirement). To determine the Coverage Percentage, divide the Employer's employees participating in the plan by the Employer's total number of eligible employees, and multiply by 100.

a. If Employer has fewer than 4 eligible employees, the minimum required Coverage Percentage is 100%.

b. If Employer has 4 or more eligible employees, the minimum required Coverage Percentage is 70%.

c. The Employer is required to satisfy the Coverage Percentage as of the commencement date of the Employer's participation and continuously thereafter. The Employer agrees to provide such information as is reasonably requested by the Plan or Benefit Administrator to determine compliance with this and any other provision of the Plan. Failure to respond to a request for information will be deemed to be noncompliance with a material provision of the Plan and may result in termination of plan participation.

d. The Employer hereby certifies that, as of the requested effective date of coverage, the number of employees eligible to participate in the Plan will be _____, and the number of employees who will be participating in the Plan will be _____.

10. Contributions

Employer agrees to remit to the Plan Administrator or its designee the required contribution amounts determined by the Plan Sponsor and requested by the Plan Administrator for the Plan Benefits elected by the Employer's Plan Participants. In the Plan's first Plan Year, each participating Employer agrees to remit an extra month's contribution for its Plan Participants. The extra month's contribution shall be equal to the Employer's first month's required contribution (both Employer and Employee portion) upon beginning plan participation and shall be payable to the Plan Administrator or its designee in three equal installments within the first three months of plan participation. If the Employer intends to pay less than 100% of the cost of coverage for its employees and/or their dependents, the Employer is prohibited from using a formula which discriminates in favor of its highly compensated employees. The Employer's contribution for each participating employee must be a minimum of 50% of the required

contribution for employee coverage for one of the Medical, Dental, and Optical Benefit Program options offered by the Employer. The Employer may use one of the following permitted contribution formulas:

- a. Single Benefit Option Plan: If the Employer offers only a single Benefit Program coverage option for its employees, the Employer must provide the same dollar amount or the same percentage contribution for each participating employee's coverage and the same dollar amount or the same percentage contribution for dependent coverage.
 - i. The Employer hereby elects to contribute \$ _____ or _____% to the cost of employee coverage and \$ _____ or _____% to the cost of dependent coverage.

Note: the contribution to employee coverage and dependent coverage need not be an equal amount, and the Employer may elect to contribute nothing to dependent coverage; however, if a flat dollar amount is chosen, it must be at least equal to 50% of the cost of the highest premium applicable to the Employer's non-highly compensated employees.
- b. Multiple Benefit Option Plans: If the Employer offers multiple Benefit Program coverage options for its employees, the Employer must either provide the same dollar amount or the same percentage contribution based on one of the coverage options available to the Employer's employees for each participating employee's coverage and for dependent coverage.
 - i. The Employer hereby elects to contribute \$ _____ or _____% to the cost of employee coverage and \$ _____ or _____% to the cost of dependent coverage with the percentage indicated based on the required contribution for the Medical, Dental, and Optical Benefit Program option # _____.

Note: the contribution to employee coverage and dependent coverage need not be an equal amount and the Employer may elect to contribute nothing to dependent coverage; however, if a flat dollar amount is chosen, it must be at least equal to 50% of the cost of the highest premium applicable to the Employer's non-highly compensated employees.
- c. If the Employer desires another funding formula and believes its funding formula is nondiscriminatory, the Employer may request a determination by the Plan Administrator or its delegatee of the acceptability of the Employer's desired funding formula.
- d. **Note: To qualify for the Small Business Health Care Tax Credit, the employer must pay a uniform percentage, not less than 50%, of the cost of employee coverage for each participating employee.**

The Plan Administrator may charge interest at a rate of 18% per annum and collect all costs, including reasonable attorney fees, incurred in collecting late contributions.

11. COBRA and State Continuation Coverage

Employees and their dependents are not automatically eligible for continuation coverage under the terms of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and ERISA § 601, commonly referred to as COBRA. Applicability of COBRA coverage is determined separately for each participating Employer. Employers with 20 or more employees will be under COBRA. The Employer shall be the fiduciary for purposes of complying with the provisions of COBRA, and the Employer must provide employees such notices as required by COBRA and notify the Plan Administrator or its delegatee of COBRA Qualifying Events. Employees of Employers not subject to COBRA will be eligible for State of Wyoming continuation coverage. Employers subject to state continuation coverage will have the same fiduciary duties as those subject to COBRA. An employee or dependent's COBRA or state continuation benefits through the Plan continue only as long as the Employer participates in the Plan. If the Employer withdraws or is terminated from the Plan or the Plan Sponsor terminates the Plan, COBRA and state continuation benefits from the Plan cease. COBRA and state continuation coverage does not apply to domestic partners participating as dependents.

12. Indemnification

The Plan provides and the Employer hereby acknowledges its obligation, to the extent permitted by law, to indemnify and hold harmless the Plan Sponsor, the Plan, the Plan and Benefit Administrators and any Trustee of the Plan, together with their employees, agents and authorized representatives, from and

against any and all claims, damages and liability, including attorneys' fees, arising from the Employer's negligent or intentional acts or omissions, including without limitation any breach of the Employer's obligation pursuant to this Adoption Agreement, the breach of any fiduciary obligations of the Employer, including any violation of ERISA, COBRA, and state continuation provisions, or the breach of other applicable law.

13. Authorized Person(s)

The Employer shall designate at least one responsible individual who is authorized to give and receive on behalf of the Employer any communications to or from the Plan or Benefit Administrator, which may be required in connection with the Employer's participation in this Plan. The Employer may change such designation from time to time by written notice to the Benefit Administrator. The name(s) of such individual(s) initially designated by the Employer is/are as follows:

Name

Title

14. Assignment

This Adoption Agreement and the right to coverage under the Plan may not be assigned by the Employer, including an assignment in connection with the sale of the Employer's business, without the written consent of the Plan Administrator or its delegatee.

15. Plan Termination

If the Plan Sponsor decides to terminate the Plan, any surplus funds in the Trust after payment of all benefit claims and expenses must be used to pay Plan Participant welfare benefits until exhausted or distributed to Plan Participants as provided in Section 7.2 of the Plan Declaration. Any remaining liability for unpaid Benefits to Participants upon a Plan termination must be paid by Employers who participated in the Plan during its last 20 months of operation as provided in Section 7.2 of the Plan Declaration.

The parties have executed this Adoption Agreement as follows:

EMPLOYER _____

By: _____ Its: _____

Date: _____

APPROVED EFFECTIVE AS OF THE 1st DAY OF _____, 20____.

WYOMING LAWYERS HEALTH BENEFIT PLAN

By: _____

_____ per delegation of the Plan Administrator

Date: _____

Approved by Plan Sponsor on Nov. 15th, 2010.



President, Wyoming State Bar Health Foundation