IDAHO SCHOOL BENEFIT TRUST
EMPLOYER PARTICIPATION AGREEMENT

Plan Year: September 1, 2021 – August 31, 2022

This is a 12-Month Binding Contract

The Idaho School Benefit Trust (the "Trust") provides certain medical, dental, and vision benefits to active employees and pre-65 retirees of participating Employers. These medical, dental and vision benefits are not fully-insured coverage. The Trust does not participate in the state guaranty association. Rather, the Trust funds the payment of claims through Employer and employee contributions up to a certain limit and then has an agreement for stop-loss coverage that pays for all claims that exceed that limit. The Idaho Department of Insurance requires the Trust to provide an annual audit and to have an independent accredited actuary provide annual certification of the funding amounts and the contributions.

1. Participating School District (the "Employer")

School District Name: Kootenai County - Post Falls School District #273

Mailing Address: 206 W. Mullan Street City: Post Falls zip: 83854

District Superintendent: Dena Naccarato

E-mail: wlee@sd273.com Phone: 208-773-1658 Fax: 208-773-3218

To comply with Department of Insurance reporting requirements, please identify the percentage of the total Contribution Rates that the District pays and that the total percentage the employees pay effective September 1, 2021 (either on a monthly or an annual basis). For example, if the total monthly Contribution Rate for the District is $100,000 for September 2021 and the District pays 750,000 of the total monthly cost for all tiers of coverage (e.g. employee-only, employee plus spouse, employee plus children, family), then please show the employer percentage below as 75% of the total cost and the employee percentage as 25% of the total cost.

Employer Percentage: 82% Employee Percentage: 18%

2. Benefit Programs Selected for the Upcoming Plan Year. The Employer will offer the benefit options selected in the accompanying Trust Benefit Selection Agreement(s), which show the plan type, deductible, coinsurance, copayment, and rates selected by the Employer for the upcoming 12-month Plan Year. The Employer's superintendent or official designee must sign the Trust Benefit Selection Agreement(s).

3. Trust Contributions. The Employer understands and agrees that continued participation in the Trust and the continued coverage of employees and dependents is conditioned on the Employer making full and timely contributions to the Trust (or its designee) each month of the Plan Year. Failure to make full and timely contribution payments will result in claims payments being delayed and may result in termination of the Employer's participation in the Trust. In addition, the Trustees may terminate an Employer's participation in the Trust for a material failure to comply with the terms of this Agreement. Any early termination of the Employer's participation, either by the Trust or by the Employer, will be subject to the Delinquent Contribution Policy in Appendix A.

4. Additional Required Information. The Trust (or its designee) may request additional information from the Employer to satisfy certain compliance requirements. The Employer agrees to cooperate in a timely manner to provide such requested information.

5. Additional Terms & Conditions. By entering into this Agreement, you agree to abide by the additional terms and conditions in Appendix A, which is attached hereto. The Trust's delay in exercising or failure to exercise any right, power or privilege under this Agreement on any occasion shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

6. Broker Commissions and Disclosure. The Trust (or its designee) will honor an Employer's request to pay compensation in the form of a commission to the Employer's broker pursuant to a written agreement that clearly shows the commission as a percentage of the total contributions for each benefit program (i.e. medical, dental and/or vision). Such commissions will be added to and included in the Employer's rates. On a periodic basis (at least annually), the Trust (or its designee) may provide a report to the Employer's superintendent disclosing the total contributions paid to the Trust and the actual commissions paid by the Trust to the Employer's broker.

7. Acknowledgement. I have reviewed this Agreement, including the Trust Benefit Selection Agreement (s) and the Additional Terms & Conditions, which are incorporated herein and made part of this Agreement. On behalf of my District, I agree to the terms herein for the September 1, 2021 through August 31, 2022 Plan Year.

Signature of Employer Representative (as authorized by the Superintendent):

Windy J [illegible] **Date:** 5-26-21

APPENDIX A
TO THE IDAHO SCHOOL BENEFIT TRUST
EMPLOYER PARTICIPATION AGREEMENT

Plan Year: September 1, 2021 – August 31, 2022

This Appendix is incorporated into and part of the Employer Participation Agreement. Defined terms (i.e. capitalized terms such as Trust, and Employer) in this Appendix have the same meanings as in the Employer Participation Agreement.

Employee Participation Requirements

You must offer participation in the Trust to at least 85% of your eligible employees. An eligible employee is one who works the required number of hours (on average) per week and who has completed the Employer's required probationary period (not to exceed 90 calendar days). Should the total enrollment of eligible employees fall below the required 85%, you will be subject to a surcharge or discontinued at the next renewal date. Existing districts that do not meet this criterion must submit to the Trust office a written plan showing how and when compliance will be accomplished.

Monthly Contributions

The Trustees approve the annual amount of the contributions, as determined by a qualified actuary, that are payable by participating Employers. The Trustees have the right to change the contribution amounts and how the amount is determined. By entering into this Agreement, you agree to the amounts that the Trustees have established for your group. You further agree to pay all contributions for the 12-month Plan Year by the due date in each month's invoice and to abide by the Trust's Delinquent Contributions Policy below.

Delinquent Contribution Policy

Employer and employee contributions are due from the Employer in a timely manner each month. The Employer's account will be considered delinquent if payment is not received, in full, by the due date on the monthly invoice. If payment is 30 days late, benefit coverage for the entire Employer group may be terminated back to the last day of the month in which a full contribution was paid. Contributions are due in full; partial payments will not be accepted. If an Employer leaves the Trust at the end of a Plan Year and has outstanding payments, the Trust is authorized to collect the outstanding payments. If an Employer is terminated during the Plan year for non-payment or other material failure to comply with the terms of the Employer Participation Agreement, the Employer will still be responsible for paying the remaining contributions through the end of the Plan year. If an Employer breaches this Employer Participation Agreement by leaving the Trust during the Plan year, the Employer will still be responsible for paying the remaining contributions through the end of the Plan year. The obligation to pay all contributions for the full 12-month Plan year exists to protect the other Employers participating in the Trust and to protect the financial integrity of the Trust. If there is an outstanding balance and the Employer does not bring the account current within 30-days, the Trust is authorized to take legal action to collect the outstanding payments. If an Employer is delinquent or terminated due to non-payment of all or a portion of its contribution, employees and former employees may lose their coverage rights, and such liability will be the responsibility of the Employer.

Changes to Benefit Options

The Trustees have the right to make changes to the benefits from time to time, as they deem necessary in the operation and administration of the Trust. You will be notified of such changes and you agree to notify your covered employees and their dependents within 30 days of receipt of such notice of changes to the benefits.

Plan Summaries, Policies and Procedures

The Trustees have the authority and right to establish plan documents (including summary plan descriptions and benefit outlines), policies and procedures, as they deem necessary, for the operation and administration of the Trust. Such policies and/or procedures may include rules for minimum waiting periods applied to employers that leave the Trust and for reserve contributions from employers that were not recently participating in the Trust. By entering into this Agreement, you agree to abide by the terms and conditions of these documents, policies and procedures.

Summary of Benefits and Coverage (SBC)

Employers must complete and return all enrollment/renewal materials, including an SBC attestation of delivery, in a prompt and timely manner to the Trust office (or its designee). Incomplete or delayed enrollment/renewal materials may cause delays in processing and affect the Employer's ability to view SBCs. The Employer must register for access to the Blue Cross of Idaho Employer portal if you are new to the Trust or don't currently have a login. Employers must deliver the SBCs to all eligible employees (even those not enrolled) and dependents for all selected plan options 30 days prior to the start of the new Plan Year. The Employer must promptly notify the Trust office of any changes to coverage or issues regarding SBCs.

Employer Benefit Selections

Group enrollment in the benefit options are available annually for a September 1 effective date of coverage. Employer changes between benefit options are not available during the Plan Year, unless allowed by law and approved by the Trustees.

Employer Changes

You will notify the Trust office in writing within 30 days of any changes to your waiting periods, eligibility requirements, or other information described in this Agreement. These changes, if approved by the Trustees (or their designee), will be effective the first of the month following receipt of the notice to the Trust office. Employees hired before the effective date of the change will remain subject to the previous rules set by the Employer for the remainder of the Plan Year.

Changes in Employee Information, Eligibility or Enrollment

Within 30 days following the event, you must notify the Trust office (or its designee) of any of the following changes:

- Change to an employee's or dependent's address.
- Change in enrollment or eligibility, including but not limited to:
  - termination of employment or reduction in hours;
  - employee's death or entitlement to Medicare;
  - ineligible dependents, if participating Employer is notified;
  - newly eligible dependents due to marriage, birth or adoption.
- Leave of absence, including when an employee takes an FMLA leave or a USERRA leave, or fails to return to covered employment from an FMLA leave or a USERRA leave.
- Receipt of Qualified Medical Child Support Orders.

The Employer will be responsible to reimburse the Trust for any claims paid on behalf of ineligible employees and/or their dependents that result from a failure of the Employer to notify the Trust in a timely manner of changes or terminations. In addition, the Employer will be responsible to reimburse the Trust for any claims paid on behalf of ineligible employees and/or their dependents that are covered as a result of incorrect information.

Leaves of Absence

The Trust office must receive notified, in writing, containing the employee's name, the date the leave was granted, and the length of the leave within 30 days of the date of the leave event. A leave of absence can only be allowed when an employee is experiencing a personal or medical situation that is requiring the employee to be off the job for an extended period of time or for an employee that is working reduced hours, but not separated from the employer. The Employer group is responsible for contribution payment for the entire length of the leave of absence.

Open Enrollment

The Employer agrees to provide an open enrollment each year to all eligible employees prior to a September 1 effective date. During open enrollment, an employee or dependent who was not enrolled when he or she first became eligible, or as allowed under special enrollment conditions, may be enrolled, and enrollees may change plans if the Employer offers a dual choice.

COBRA

An Employer is subject to COBRA during the current calendar year if the Employer employed 20 or more employees on more than 50% of its typical business days in the preceding calendar year. This number is based on the total number of employees, not the number of employees covered. Part-time employees are included in the total employee count expressed as a fraction. The Trust's third-party administrator will send the required COBRA election notice and collect COBRA payments. However, the Employer will be required to comply with COBRA by, for example, properly providing the applicable COBRA general notice, timely notifying the Trust or its designee of COBRA qualifying events, and satisfying other COBRA compliance requirements.

Legal Compliance

You understand and agree that as an Employer sponsoring an employee benefit plan for your employees you have certain legal obligations under state and federal law. By entering into this Agreement, you agree that you or your staff employees are familiar with or will become familiar with your compliance requirements under COBRA, FMLA, HIPAA, USERRA, PPACA and other applicable laws and regulations. Also, you agree that you will take the necessary steps and actions to comply with these laws and regulations and to cooperate with the Trust (or its designee) in satisfying its obligations to comply with applicable laws and regulations.

Trustees and Trust Agreement

By entering into this Agreement you accept the appointment of the current Trustees of the Trust. By entering into this Agreement, you agree to abide by the terms and conditions of the Trust Agreement and the terms and conditions of the benefit options offered under the Trust, including the information described in this Agreement.

Miscellaneous

This Agreement supersedes any previous Employer participation or similar agreement. The laws of the State of Idaho shall govern this Agreement.