

AGC Health Benefit Trust – Oregon Columbia Chapter Administrative Services Agreement

The Board of Trustees of the AGC Health Benefit Trust – Oregon Columbia Chapter (“the Trust”), and Benefit Solutions, Inc. (“BSI”), a Washington State corporation, hereby enter into an agreement whereby BSI shall provide administrative services to the Trust.

I. Parties

The Trust is a Multiple Employer Welfare Arrangement and the employers are members of an employment-related association.

BSI is a corporation established under the laws of Washington that is in the business of providing administrative services to employee health benefit plans.

The Trust desires to (1) engage BSI to provide administration services, and (2) delegate the day-to-day operation of the Plan to BSI in accordance with the services specified in this Agreement.

II. Responsibilities

BSI shall assume responsibility for the specific administrative duties set out in Attachment “A” of this Agreement. The Trust shall assume responsibility for the specific duties set out in Attachment “B”.

III. Compensation

In consideration of services to be provided under this Agreement, the Trust agrees to pay BSI the fees and reimbursement set forth in Attachment “C” to this Agreement and may be periodically amended in writing by mutual agreement of the parties.

Following the effective date of any termination initiated by BSI that is not based on a contract breach of the Trust, the trustees may elect to have BSI continue to process employer billings and contributions for a period with a written supplemental Agreement. The Agreement may not exceed 30 days following the date of termination of services. Without a written supplemental agreement between the parties BSI will have no responsibility under this Agreement to process contributions received after the date of termination.

In the event of termination of this Agreement for any reason, BSI is entitled to (1) payment of fees as described in Attachment C of this Agreement through the date of termination and (2) for recovery of its expenses after termination as described above.

IV. Records

BSI agrees that all books, records, forms, lists of names, passbooks, journals, ledgers, and all other recorded information and documents incidental to the administration of this Trust shall be and remain the property of the Trust. BSI also agrees that all data stored on data processing media pertaining to the Trust is the property of the Trust.

V. Ownership of Software and Hardware Systems

The Trust acknowledges and agrees, as between Trust and BSI, that: (i) BSI owns all right, title and interest in the computer software and hardware systems and any related software or deliverables, and any modifications, updates, releases or enhancements thereto, whether or not provided to Trust pursuant to the Agreement, and (ii) nothing in this Agreement shall confer in Trust any right of ownership or use in such items.

VI. Confidentiality

BSI shall at all times maintain and protect the confidentiality of the Trust's information and records, but shall provide cooperation, information and service to other parties in interest also providing services to the Trust.

VII. Amendment

This Agreement may be amended at any time by mutual written consent of the Trust and BSI.

VIII. Fiduciary Responsibility

BSI acknowledges that the Trust has delegated to BSI responsibilities and, with respect to actions that are taken by BSI with regard to any such responsibilities, that BSI is not a fiduciary of the Trust, so long as BSI is acting in accord with the Plan, Trust Agreement, policies, and procedures of the Trust, formally adopted by the Trustees.

IX. Insurance

BSI shall maintain an errors and omissions insurance policy covering all BSI staff for any services rendered to a Trust participant or to the Trust in the amounts of \$2,000,000 per occurrence and \$2,000,000 in aggregate. BSI shall be responsible for any deductible amount owing under such policy. BSI shall maintain a fidelity bond in the amount of \$1,000,000.

X. Entire Agreement

This Agreement embodies the entire agreement and understanding of the parties and supersedes all prior oral and written communication between them. This Agreement is for the sole benefit of the Trust and its successors and BSI and its successors or assigns and shall not be construed as granting any rights in favor of any other persons.

XI. Dispute Resolution

Any dispute which may arise between the parties as to the proper interpretation or application of this Agreement shall, at the request of either party, be submitted to final and binding arbitration according to the commercial arbitration rules of the American Arbitration Association. The arbitrator may, in its discretion, award attorney's fees and costs of arbitration. Notwithstanding the foregoing, either party may terminate this Agreement according to the provisions of Section XV hereof, including while any such arbitration is in process.

XII. Governing Law

The validity, interpretation, and performance of this Agreement shall be controlled and construed according to the laws of the State of Washington where not preempted by federal law.

XIII. Notices

Any notices given concerning this Agreement shall be in writing, unless otherwise required by this Agreement; and shall be effective on the date it is delivered, or one (1) day after it is mailed via overnight carrier, or two (2) days after it is mailed by registered mail, return receipt requested, as follows:

Benefit Solutions, Inc.
12121 Harbour Reach Drive, Suite 105
P.O. Box 6
Mukilteo, WA 98275

Any notice from BSI to the Trust shall be addressed to the Trust in care of the Board of Trustees at Associated General Contractors, 9450 SW Commerce Circle, Suite 200, Wilsonville, OR 97070. Either party may designate another address at any time by appropriate written notice to the other.

XIV. Change in Conditions

The terms of this Agreement shall stay in effect for both parties unless there is a material change in conditions or change in any laws affecting this Trust, at which time the parties shall mutually agree to a resolution of the effects of the change.

Parties agree that this Agreement is the sole governing contract for services to the Trust and no other agreement with other parties shall prevail over the responsibilities and obligations described herein.

XV. Term of Agreement

This Agreement shall become effective as of January 1, 2011, and shall be in effect until terminated. This Agreement may be terminated by either party upon 90 days advance written notice or on ten days advance written notice for cause.

XVI. Indemnification

The Trust agrees to indemnify and hold BSI harmless from any and all liability, loss, damages, fines, penalties and costs, including expenses and reasonable attorney's fees that BSI may sustain by reason of the negligent, dishonest, fraudulent, or criminal acts of the Trust's employees or agents, acting alone or in collusion with others. This provision will survive the termination of this Agreement.

BSI agrees to indemnify and hold the Trust harmless from any and all liability, loss, damages, fines, penalties and costs, including expenses and reasonable attorney's fees

that the Trust may sustain by reason of the negligent, dishonest, fraudulent, or criminal acts of BSI's employees or agents, acting alone or in collusion with others. This provision will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized signatures.

Benefit Solutions, Inc.

Shaneen Jurdare
By

Vice President
Title

1.10.11
Date

**AGC Health Benefit Trust – Oregon
Columbia Chapter**

Norm Smith
Trustee

Chair
Trustee Title

1.8.11
Date

**AGC Health Benefit Trust – Oregon Columbia Chapter
ATTACHMENT A**

DUTIES AND RESPONSIBILITIES OF BENEFIT SOLUTIONS, INC.

A. No Discretionary Decisions. Unless otherwise expressly provided elsewhere in this Agreement or as expressly authorized in writing by the Board of Trustees, as between the parties to this Agreement it is their intent that all discretionary decisions shall be made by the Trust and that BSI shall refer all such decisions to the Board of Trustees in its capacity as Administrator for the Trust, for decision.

BSI agrees to administer the Plans within the AGC Health Benefit Trust Oregon Columbia ("Trust"), according to the direction of the Board of Trustees. BSI further agrees to perform such services as may be required in connection with its administration. Specific services required by this Agreement are listed below.

B. Services Provided - Financial. The specific financial services required in connection with administration of the Trust are as follows:

1. Prepare monthly financial statements of all Trust activity, perform bank reconciliation services and maintain a proper accounting system to record the financial activity of the Trust.
2. Pay Trust expenses from the Trust's funds on a monthly basis, as directed by the Trustees. All deposits and withdrawals of Trust funds shall be made solely as directed by the Trust for its proper administration.
3. Prepare monthly expense checks, obtain authorized signatures, and remit Trust disbursements in a timely manner, as directed by the Trustees. A written report of monthly disbursements will be prepared and provided to designated Trustees each month.
4. Maintain bookkeeping and accounting records for the Trust, including necessary general and subsidiary ledgers and journals to record income and disbursements.
5. Maintain bank records for the Trust in accord with the instructions of the Trustees. Fees for such bank accounts will be paid by the Trust.
6. Assist the Trust's investment manager or Trustee assigned investment responsibility with funds transfers and furnish information concerning the amount of funds available for investment.

C. Services Provided – Cooperation with Trust Advisors. The specific services required in cooperation with Trust advisors for administration of the Trust are as follows:

1. Support Trust legal counsel as needed regarding compliance with state and federal laws regulating Plans, and comply with same, including COBRA, HIPAA, ERISA, Internal Revenue Code, etc. Provide compliance officer to act on behalf of Trust to maintain compliance with HIPAA.
2. Assist all Trust professionals, including auditors, attorneys, consultants, carriers and any other advisors with fulfilling the Trust legal and reporting requirements to

- government agencies.
3. Serve as liaison between the Trust's Independent Auditors and the Trust and assist the auditors in filing the necessary annual tax returns and preparing the Summary Annual Report, if required, and any other government reports. Obtain signatures as required and file with the Internal Revenue Service the Forms 990 and 5500 and any other attached schedules. Prepare, distribute, and file, as required, the Forms 1096, 1099, 1099MISC, W-2, W-3 and 941 with the Internal Revenue Service.

D. Services Provided– Customer Service. The specific customer service responsibilities required in connection with administration of the Trust are as follows:

1. BSI shall provide prompt response to inquiries from Plan participants, employers, brokers, General Agent, Trustees and other Trust service providers in regard to billing, premium payments, eligibility and all other inquiries necessary to conduct administrative services.

E. Services Provided – Reporting. The specific reporting responsibilities required in connection with administration of the Trust are as follows:

1. Provide reports for census, eligibility, renewal data, premiums and revenue, dollar bank balances, delinquencies and other reports to participating employers, Trustees and Trust Advisors, as requested.
2. Provide reports on Trust administration activities, as requested by the Trustees.
3. Provide ad-hoc reporting as requested.
4. Make available to the Trustees upon request any and all Plan information and documents, including but not limited to statistical information and data in BSI's possession or control.

F. Services Provided – Billing and Collection. The specific premium billing and collection services required in connection with administration of the Trust are as follows:

1. Prepare and distribute monthly premium billing statements to each participating employer.
2. Initiate monthly employer premium contribution payments via an ACH arrangement by the due date, according to Trust rules.
3. Deposit and reconcile all Trust contributions, including employer contributions, employee, and dollar bank contributions, and COBRA premium payments and maintain proper records thereof.
4. Bill and collect delinquent contributions from Participating Employers and Plan participants as necessary, according to Trust rules.

G. Services Provided –Communication and Records. The specific services provided in connection with administration of the Trust are as follows:

1. Distribute communications to employers and participants as directed including but not limited to Summary Plan Descriptions, Plan benefit booklets, Summary of Material

- Modifications, and other communications as required and in the manner requested.
2. Maintain and provide copies of printed Trust materials to employers and participants upon request, as directed by the Trustees and as required by applicable law.
 3. Maintain in safekeeping all official Trust documents and files pertaining to the Trust, including but not limited to Trust Agreements, Special Agreements, Summary Plan Descriptions, and contracts with advisors and other service providers.
 4. Coordinate printing of the Trust Summary Annual Report as prepared by the Trust Auditor, and distribute as directed by the Trust.
 5. Attend Trustee meetings and prepare minutes at all regular meetings and telephone conference call Trustee meetings as requested.
 6. Assist or develop forms and documents as necessary for the administration of the Plan and review and comment upon forms or documents prepared by other Trust advisors. As needed, arrange for all necessary printing and distribution of forms, notices and other materials to employers, and as directed by the Trust.

H. Services Provided – Enrollment and Eligibility Administration. The specific enrollment and eligibility services required to assure timely and accurate payment of benefits are as follows:

1. Promptly process all enrollment changes and determine member eligibility, adhering to the Trust eligibility and enrollment rules.
2. Provide eligibility and enrollment information and updates to all required service providers and insurance carriers in the frequency requested.
3. Provide employers with online employee enrollment management service.
4. Maintain demographic records for employee and their dependents including names, social security numbers, addresses, marital status, date of birth and any other data pertinent to the provision of eligibility for benefits.
5. Provide employers with employee dollar bank administration services, including collection of payroll reports, eligibility determination, disbursement of premiums and dollar bank reconciliation.
6. Provide COBRA administration services to eligible employers who enter into a separate COBRA Administration Agreement with BSI. It is agreed that these COBRA administrative services to COBRA eligible employers does not alleviate the employers of their COBRA notification responsibilities, including distribution of the initial COBRA notice to new employees. BSI will not assume responsibility for distribution of this notice.

I. Services Provided - Broker Credentialing and Commission Payments. The specific broker credentialing and commission payments services are as follows:

1. Administer the broker credentialing process in the manner required by the Trust rules.
2. Verify receipt of brokerage house accreditation agreements, broker licenses and other documentation as required.
3. Disburse broker commission payments each month according to the Trust schedule of commission fees.
4. Maintain appropriate records to demonstrate proper payment of commissions and satisfaction of compliance with pertinent Trust rules. Trust acknowledges BSI will

assume that initial broker data used for payment is valid and accurate.

J. No Funding Liability and No Fiduciary Responsibility. BSI shall have no responsibility, risk, liability or obligation for the funding of the Trust. BSI shall not use its own funds for payment of Plan premiums or claims. BSI is not a licensed insurer and shall not be identified in the Plan's master plan document as an insurer or underwriter. BSI in no way shall be deemed a fiduciary as defined by the Employee Retirement Income Security Act of 1974 (ERISA). BSI shall follow the directions of the Board of Trustees, who are the Plan fiduciary, including all written and oral directions.


Adopted by the Board of Trustees on January 1 , 2011, and effective January 1, 2011.



Benefit Solutions, Inc.

 1.10.11

Date



Trustee

 1.8.11

Date

**AGC Health Benefit Trust – Oregon Columbia Chapter
ADMINISTRATIVE SERVICES AGREEMENT
ATTACHMENT B**

DUTIES AND RESPONSIBILITIES OF THE TRUST

The Board of Trustees of the AGC Health Benefit Trust Oregon Columbia (Trust) is the official "Administrator" of the plan under the Employee Retirement Income Security Act of 1974 (ERISA). The Plan Administrator has the overall responsibility to control and manage the operation and administration of the Plan and to manage its assets. The Board is responsible for the following:

1. To arrange for BSI to be promptly furnished with all appropriate information with respect to employees and dependents eligible to participate in the Trust and who are enrolled in the Trust and to promptly notify BSI, on a monthly basis, of all changes occurring thereafter with respect to the eligibility status of all Trust participants.
2. To arrange for BSI to be promptly notified of changes that might affect BSI's duties and responsibilities to the Trust.
3. To determine the benefits to be provided under the benefit plans and the terms and provisions of the Trust. The Trust shall have final authority regarding the benefits to be provided under the benefit plans and the terms and provision of the Trust
4. To enter into any necessary contracts with Insurance Carriers, licensed agents and General Agents to provide services to the Trust. The Trust shall have final authority in the decision regarding the insurance company or companies chosen to provide insured protection, if any, under the Trust.
5. To identify and provide BSI with such additional information with respect to matters incidental to the Trust as may be reasonably needed by BSI to perform its duties under this Agreement.

Adopted by the Board of Trustees on January 1, 2011, and effective January 1, 2011.

Shannon Gunderson Vice President
Benefit Solutions, Inc.

1.10.11
Date

John Russell CHAIR
Trustee

1.8.11
Date

**AGC Health Benefit Trust – Oregon Columbia Chapter
ADMINISTRATIVE SERVICES AGREEMENT
ATTACHMENT C**

BSI COMPENSATION

General Administrative Services: For the general administrative services provided by BSI, the Trust agrees to pay the following fees, as stated below for each Plan, per employee enrolled in medical coverage per month:

Service	Compensation
General Administration Fee	\$7.15 PEPM (Per Medical Employee Per Month)

These fees are guaranteed for one year, through and including December 31, 2011. In consideration that the PEPM fee is based on employee medical plan enrollment, the parties will review the fees should employee enrollment in non-medical types of coverage significantly increase.

Increased Operational Costs Due to Plan Design Change: If the Trustees modify the Plan design in a way that increases operational costs, BSI may request a fee increase to cover such costs. Any such increases will be based on mutual written agreement and evidence of increased operational costs.

Extraordinary Expenses: Ongoing administrative costs include the costs of normal daily operations, including general office supplies, routine mail, and postage. However, costs incurred by BSI on behalf of the Trust for extraordinary projects/expenses, e.g., printing of Plan documents, and member communications, routine and non-routine mass mailings, certified mail costs when required, etc., will be reimbursed by the Trust within 30 days of billing if approved in advance by the Trust.

Adopted by the Board of Trustees on January 1, 2011, and effective January 1, 2011.

Shannon Gurdana Vice President 1.10.11
Benefit Solutions, Inc. Date

John Smith CHAIR 1.8.11
Trustee Date

AMENDMENT I
TO
Benefit Solutions, Inc.
Administrative Services Agreement

This Amendment (the "Amendment"), effective January 1, 2016, is made by and between AGC Health Benefit Trust – Oregon Columbia Chapter (the "Trust") and Benefit Solutions, Inc. ("Contract Administrator") (collectively "Parties"), both parties to the Administrative Services Agreement dated January 1, 2011 (the "Agreement").

WHEREAS, the Parties entered into the Agreement in order to govern the relationship of the Parties with respect to administration services performed by Contract Administrator on behalf of the Trust; and

WHEREAS, the Parties desire to amend the Agreement to include a change in terms as indicated below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. Attachment A, Section H shall be added in its entirety as follows:

H. CDHP Administration. To the extent applicable, the Contract Administrator will provide administration services for Consumer Directed Health Plans as elected by the participating Employers. The arrangement to provide CDHP administration will be documented in a separate Administration Agreement between the Contract Administrator and each Employer. Associated fees will be included on the Employer's consolidated bill.

2. Attachment C, General Administrative Services shall be replaced with the following:

General Administrative Services: For the general administrative services provided by BSI, the Trust agrees to pay the following fees, as stated below for each Plan, per employee enrolled in medical coverage per month:

Service	Compensation
General Administration Fee	\$7.65 PEPM (Per Medical Employee Per Month)


In consideration that the PEPM fee is based on employee medical plan enrollment, the parties will review the fees should employee enrollment in non-medical types of coverage significantly increase.

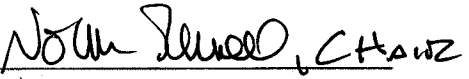
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Benefit Solutions, Inc.

AGC Health Benefit Trust – Oregon Columbia Chapter

By 
Name Eric P. Ryan
Title Vice President
Date 1/26/16

By 
Trustee
Name NORMAN RUSSELL
Date 1.27.16