

Adoption Packet

- Part 1: Trust Adoption Documents
- Part 2: Plan Adoption Documents

Congratulations!

You've made a wise decision to adopt Gallagher's HealthInvest HRA Plan.

As Plan Sponsor, please complete and sign the **Trust** and **Plan** adoption documents contained in this packet. Simply follow the instructions on pages 4 and 58.

Upon execution of all required documents, Gallagher Benefit Services, Inc. will serve as your Plan's HRA Service Manager. We will follow up with a welcome packet, which will include certain administrative tools and instructions to help you get started with the enrollment and contribution processes.

We look forward to providing you and your participants with excellent service. If you have questions, please contact your Gallagher representative or our HealthInvest HRA Customer Care Center at **1-844-342-5505** or **employercare@healthinvesthra.com**. Any one of our friendly—and award-winning—representatives will be happy to help or direct you to the appropriate person.

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- Trust Adoption Instructions
- Master Trust Adoption Agreement
- Exhibit C – Plan Sponsor Trust Agreement

By executing these documents, you will create or provide, as applicable, your **Plan Sponsor Trust** and join HealthInvest HRA's **Master Trust**. See **Trust Adoption Instructions** on page 4 for more details.

Part 2: Plan Adoption Documents 57

- Plan Adoption Instructions
- Plan Sponsor Contact Information Form
- Plan Adoption Agreement

With this set of documents you will **provide contact information and establish your plan**. You will also sign the **HIPAA Business Associate Agreement**. See **Plan Adoption Instructions** on page 58 for more details.

Part 1

Trust Adoption Documents

Items listed in **bolded blue text** and marked with an asterisk (*) are documents that must be completed and/or signed by an authorized officer of the Plan Sponsor. Read **Trust Adoption Instructions** on page 4 for more details.

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*Must be completed and/or signed by an authorized officer of the Plan Sponsor.

¹This is the primary trust to hold your plan's assets in safekeeping. This must be our form of trust document that is completed and/or signed by an authorized officer of the Plan Sponsor or a previously executed trust document approved by the HRA Service Manager.

Capitalized terms used throughout this set of **Trust Adoption** documents and not otherwise defined herein shall have the meaning given to such terms in the **Plan Documents**, as amended from time to time. The **Plan Documents** are provided separately.

In addition to this set of **Trust Adoption** documents, you must also execute the **Plan Adoption** documents.

Trust Adoption Instructions

Please carefully follow the instructions below. All actions are required unless otherwise noted.

For your convenience, all documents are designed to be executed electronically, including the signature pages. Just follow the prompts.

Your completed set of Trust Adoption documents will be reviewed and countersigned by Gallagher Benefit Services, Inc. (GBS) as the HealthInvest HRA Service Manager. We will maintain an electronic countersigned copy and email a duplicate copy to you or your designated contact. You, as Plan Sponsor, should keep all executed documents on file.

- ☐ Page 5 **Join the Master Trust:** Complete and sign the **Master Trust Adoption Agreement**.

Execution of the Master Trust Adoption Agreement causes your primary trust to become a Participating Trust under the Master Trust for purposes of participation in and administration of the HealthInvest HRA Plan.

- ☐ Page 35 **Plan Sponsor Trust Agreement:**

- ☐ Option 1: Complete and sign the HealthInvest HRA form of **Plan Sponsor Trust Agreement** provided by the HealthInvest HRA Service manager.
- ☐ Option 2: Provide your previously executed trust that has been approved by the HealthInvest HRA Service Manager.

This is the primary trust agreement created for the safekeeping of your HRA Plan assets and will be attached as Exhibit C to the Master Trust Adoption Agreement. This trust will become a Participating Trust under the HealthInvest HRA Master Trust pursuant to the Master Trust Adoption Agreement.

MASTER TRUST ADOPTION AGREEMENT
FOR THE
HEALTHINVEST HRA MASTER TRUST

THIS MASTER TRUST ADOPTION AGREEMENT, by and among Washington Trust Bank, a trust bank chartered under the laws of the State of Washington (“Master Trustee”), Gallagher Benefit Services, Inc. (“Gallagher”), a Delaware corporation, in its capacity as the HRA Service Manager under the HealthInvest HRA Plan Documents (the “HRA Service Manager”), and the Plan Sponsor, and the Participating Trust Signatory identified on the signature page hereto is effective as of the Effective Date set forth on the signature page hereto.

W I T N E S S E T H:

WHEREAS, the Plan Sponsor desires to utilize Gallagher’s proprietary HealthInvest HRA plan documents and the services of Gallagher as the HRA Service Manager for one or more of the Plan Sponsor’s health reimbursement arrangement (HRA) plans (each HRA plan individually and collectively, an “HRA Plan” or “Plan”) established or to be established for the benefit of employees eligible to participate in the Plans;

WHEREAS, pursuant to a Plan Adoption Agreement between the Plan Sponsor and Gallagher, the Plan Sponsor has entered into a relationship with Gallagher whereby Gallagher provides nondiscretionary and ministerial administration support services as the HRA Service Manager of the HRA Plan by utilizing Gallagher’s proprietary Plan Documents;

WHEREAS, the Plan Sponsor, as Administrator, administers the HRA Plan with the assistance of the HRA Service Manager at the direction of the Administrator; and

WHEREAS, pursuant to a trust document attached hereto as Exhibit C, the Plan Sponsor has established a trust (the “adopting trust”) to fund contributions to the Plan to be held on behalf of the employees participating in the Plan and administered in accordance with the Plan Documents; and

WHEREAS, the Plan Sponsor and the Participating Trust Signatory described on the signature page hereto desire for the Plan Sponsor Trust to adopt and become a “Participating Trust” under that certain Master Trust established by the Master Trustee pursuant to the Agreement and Declaration of Master Trust attached hereto as Exhibit B (the “Master Trust”);

WHEREAS, the Plan Sponsor and Participating Trust Signatory further desire to appoint the Master Trustee as a custodian, transfer agent, and nondiscretionary, directed trustee under the Master Trust to the extent that assets of the Participating Trust are held by the Master Trustee from time to time on behalf of the Participating Trust in connection with the administration of the HRA Plan;

WHEREAS, the Participating Trust Signatory and the Plan Sponsor further desire to authorize the use of the Master Trust to make, file, or report information on behalf of the HRA

Plans, as provided in the Plan Documents and as otherwise directed by the HRA Service Manager or the Administrators of the HRA Plans; and

WHEREAS, the Master Trustee and HRA Service Manager accept the primary trust as a Participating Trust in the Master Trust.

NOW, THEREFORE, the parties hereby represent and agree as follows:

1. Definitions and Terms Incorporated by Reference; Conflicting Provisions.

(a) The term “Plan Documents” shall include this Master Trust Adoption Agreement, the Master Trust, the Participating Trust, the Plan Adoption Agreement executed by the Plan Sponsor to adopt the Plan, each HealthInvest HRA plan document defining the terms and conditions for coverage under the Plan, and with respect to each employee participating in the Plan, the enrollment file, which contains information required to enroll the employee in the Plan.

(b) Any capitalized terms not specifically defined in this Master Trust Adoption Agreement shall have the meanings ascribed to them in the Master Trust or the other Plan Documents. In the event there is a conflict among the terms of two or more Plan Documents, or in the definition ascribed to any term in two or more Plan Documents, interpretation shall be determined by reference first to the Master Trust, then to this Master Trust Adoption Agreement, then to applicable HRA Plan Document, then to the Plan Adoption Agreement executed by the Plan Sponsor, then to the applicable Enrollment File, and then to the Participating Trust Document.

(c) Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine. Any written document referenced herein, including any Plan Document, shall mean such document as amended and restated from time to time.

2. Representations, Warranties, Covenants and Other Undertakings of the Plan Sponsor and Participating Trust Signatory. As of the date hereof and continuously while the Participating Trust participates in the Master Trust, the Participating Trust Signatory and Plan Sponsor hereby agree, represent, warrant and covenant as follows:

(a) The Participating Trust Signatory and Plan Sponsor have full power and authority under the Participating Trust and the provisions of the other Plan Documents relating to the Participating Trust to execute and deliver this Master Trust Adoption Agreement and to accept the terms of the Master Trust, to authorize the Master Trustee, Administrator, and HRA Service Manager as provided in the Master Trust, and to perform the obligations and agreements undertaken by them and the Participating Trust under the Master Trust and this Master Trust Adoption Agreement, and this Master Trust Adoption Agreement constitutes the valid and binding undertaking of the Participating Trust and the Participating Trust Signatory and Plan Sponsor in accordance with its terms;

(b) Copies of the Participating Trust's formation and governing documents, as amended to date (collectively, the "Participating Trust Document"), have been provided to the Master Trustee and the HRA Service Manager, and the Participating Trust Signatory or the Plan Sponsor will provide the Master Trustee and HRA Service Manager with copies of all future amendments to the Participating Trust Document that may affect any party's rights, powers or responsibilities hereunder promptly after their adoption.

(c) The Participating Trust is used to fund the HRA Plan maintained by the Plan Sponsor;

(d) The trustee for the Participating Trust is:

☒ Washington Trust Bank; or

☐ Other – a board, committee, or other person or entity other than Washington Trust Bank, as described below:

(e) The Participating Trust is, and will continue to be as long as it is a Participating Trust [check the one that is applicable]:

☒ i. a trust exempt, under Section 501(c)(9) of the Code, from United States federal income taxation, or

☒ Single-employer; or

☐ Multiple-employer

☐ ii. a trust exempt under Section 115 of the Code, from United States federal income taxation, or

☐ Single-Employer; or

☐ Multiple-employer

☐ iii. A trust ("Taft-Hartley Trust") exempt, under Section 501(c)(9) of the Code, from United States federal income taxation and qualified as a trust under Section 302(c)(5) of the National Labor Relations Act

☐ Single-employer; or

☐ Multi-employer

- ☐ iv. a grantor (or rabbi) trust exempt from United States federal income taxation based upon the tax exemption of its grantor, the Plan Sponsor, under Section 501(c) or one or more other Sections of the Code as specified below:

(f) The Plan Sponsor and Participating Trust Signatory will not change the tax-exempt status of the Participating Trust without prior notification to the HRA Service Manager and Master Trustee in accordance with Section 3 hereof and hereby agree that the Participating Trust shall cease to be a Participating Trust immediately upon the loss or removal of tax-exempt status by the Participating Trust.

3. Duty to Notify. The Participating Trust Signatory and the Plan Sponsor agree that each shall notify the Master Trustee and the HRA Service Manager before or immediately upon any change in federal or state law or amendment to the Participating Trust Document or the occurrence of any event which: (i) causes a change in any of the representations and warranties made by it under this Master Trust Adoption Agreement; (ii) makes participation by the Participating Trust in the Master Trust unlawful or otherwise contrary to the governing documents of the Participating Trust; (iii) changes the tax exemption of the Participating Trust or could jeopardize the tax exemption or qualification of the Participating Trust or the Master Trust; or (iv) could operate to limit or terminate the authority of the Participating Trust Signatory or the Master Trustee with respect to the Master Trust. The Participating Trust Signatory and Plan Sponsor agree that, in the event any of the above shall occur, (1) the Master Trustee and the HRA Service Manager shall have the right to resign from their roles as Master Trustee and HRA Service Manager and (2) the Participating Trust shall cease to be a Participating Trust.

4. Agreement to Be Bound. The Plan Sponsor and Participating Trust Signatory each agree, for itself and the Participating Trust, and any of their agents, representatives, successors, and assigns, to be bound by the terms of the Master Trust including with those terms that pertain to the authority of the Administrator or HRA Service Manager to direct the Master Trustee as to certain matters specified therein.

5. Designation and Authorization. The Participating Trust Signatory and Plan Sponsor hereby: (i) appoint the Master Trustee as a custodian, transfer agent, and nondiscretionary directed trustee with respect to those assets of the Participating Trust that are transferred or contributed from time to time as part of the Master Trust; and (ii) authorize the Master Trustee, the Administrator, and the HRA Service Manager to do and perform any and all acts with respect to the Master Trust and

Participating Trust that the Master Trustee or the HRA Service Manager are authorized, required or permitted to do and perform under the Master Trust and the other Plan Documents.

6. Indemnification. The Participating Trust and the Plan Sponsor will, to the extent permitted by applicable law, indemnify and hold harmless the Master Trustee and the HRA Service Manager and each of their affiliates, agents, subcontractors, officers, employees, successors, and assigns against all actions and proceedings, claims, demands, costs and expenses which may be brought, threatened or incurred by any of them, arising out of an action or inaction by the Plan Sponsor or Participating Trust Signatory that is contrary to the terms of the Participating Trust, the Plan Documents, or applicable law or the failure of the representations and warranties given hereunder by the Plan Sponsor or by the Participating Trust Signatory on its own behalf or on behalf of the Participating Trust to be true, complete and accurate in all material respects. This indemnity will survive the termination of this Master Trust Adoption Agreement and the Master Trust.

7. Term and Amendment. The term of this Master Trust Adoption Agreement shall run from the Effective Date until the date the Participating Trust ceases to be a Participating Trust in the Master Trust as provided therein. This Master Trust Adoption Agreement may only be amended in writing signed by the parties hereto. If any provision that is part of this Master Trust Adoption Agreement shall be found to be void or unenforceable, it shall not affect the remaining provisions which shall remain in full force and effect.

8. Authorizations, Etc. The Master Trustee, Plan Sponsor, and the Participating Trust Signatory agree to furnish (or cause its authorized designees to furnish) each other with such authorizations, information and documentation as the other may reasonably request in writing from time to time to enable each of said parties to carry out its obligations under this Master Trust Adoption Agreement and the Master Trust.

9. Counterparts. This Master Trust Adoption Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together will constitute one and the same agreement. Facsimile delivery transmission or electronic delivery in portable document format (".pdf") or tagged image file format (".tif") by any party hereto of its executed counterpart shall constitute the valid and binding execution hereof by such party. The parties hereto agree that electronic signatures constitute a valid and binding execution by the party electronically signing this Master Trust Adoption Agreement.

10. Notices. Any notices, reports or other communications permitted or required to be given hereunder or under the Master Trust by or to the Master Trustee, the HRA Service Manager, the Participating Trust Signatory, the Participating Trust, the Plan Sponsor, or the Administrator shall be deemed given to the affected party if delivered in writing to the addresses as set forth in the attached Exhibit A as it may be amended from time to time.

11. Governing Law. This Adoption Agreement and the undertakings herein for the benefit of the parties shall be governed by the laws of the State of Washington, without regard to any conflict of laws.

IN WITNESS WHEREOF, the Participating Trust Signatory, Master Trustee, and HRA Service Manager have executed this Master Trust Adoption Agreement as of the date and year set forth below:

Legal Name and Effective Date of Participating Trust:

Description of Participating Trust:

(Below please (1) describe the trust document creating the Participating Trust (e.g., Section 115 Trust of City of XYZ or VEBA Trust for the Association of XYZ Worker's Union)

Taxpayer Identification Number for Participating Trust:

Participating Trust Signatory

(The signatory of the Participating Trust or such other person designated to have authority under the Participating Trust to adopt the Master Trust. This is typically the Plan Sponsor or trustee under the Participating Trust)

By: _____

Name:

Title:

Date:

(Name of Plan Sponsor of the related HRA Plans)

By: _____

Name:

Title:

Date:

Accepted by: WASHINGTON TRUST BANK, as Master Trustee

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

Accepted by: GALLAGHER BENEFIT SERVICES, INC., as HRA Service Manager

By: _____

Name:

Title:

Effective Date: _____

Exhibit A

Contact Information for Notices

1. The address for delivery of all communications to the HRA Service Manager shall be:

ATTN: HRA Service Manager
Gallagher Benefit Services, Inc.
906 West 2nd Avenue, Suite 400
Spokane, WA 99201-4502
(509) 838-5571

2. The address for delivery of all communications to the Master Trustee shall be:

ATTN: Steve Sherman, Vice President
Washington Trust Bank
Wealth Management & Advisory Services
PO Box 2127
Spokane, WA 99210-2127
(509) 353-4106

3. The address for delivery of all communications to the Plan Sponsor and the Administrator is set forth in the Plan Adoption Agreement.

Exhibit B

Master Trust
(Agreement and Declaration)

AMENDMENT AND RESTATMENT OF
AGREEMENT AND DECLARATION OF TRUST

ESTABLISHING THE
HEALTHINVEST HRA MASTER TRUST

EFFECTIVE AS OF

APRIL 1, 2017

FOR

HEALTHINVEST HRA PLANS
FUNDED IN ONE OR MORE TRUSTS
PARTICIPATING IN THE MASTER TRUST

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This AMENDMENT AND RESTATEMENT OF THE AGREEMENT AND DECLARATION OF TRUST (this “Agreement” or “Declaration of Trust”) is made as of November 1, 2017, by WASHINGTON TRUST BANK, a trust bank chartered under the laws of the State of Washington, acting in its capacity as a custodian, transfer agent, and nondiscretionary, directed trustee and custodian (the “Master Trustee”).

WHEREAS, Gallagher Benefit Services, Inc., (“Gallagher”) provides nondiscretionary and ministerial administration support services as the HRA Service Manager, acting on behalf of employers or plan sponsors each of whom have adopted one or more separate and independent health reimbursement arrangement (HRA) plans (each an “HRA Plan” or “Plan” and referred to collectively as the HealthInvest HRA) utilizing Gallagher’s proprietary Plan Documents and the services of Gallagher as the HRA Service Manager.

WHEREAS, at Gallagher’s request and pursuant to the original Agreement and Declaration of Trust (the “Original Declaration”), Washington Trust Bank created the HealthInvest HRA Master Trust, which is effective as of September 1, 2017 and consists of one or more separate and independently governed sub-trusts or participating trusts through which the HRA Plans are funded for purposes of holding title to HRA Plan assets, including investment assets in one or more custodial accounts and other non-income producing bank accounts and to assist the HRA Service Manager in making certain regulatory filings and reports on behalf of the HRA Plans, based upon direction and authorization of the adopting sub-trusts and adopting plan sponsors.

WHEREAS, the Master Trustee previously undertook through the Original Declaration to act as Master Trustee on behalf of the HRA Plans and Participating Trusts (1) to make, file, or report information on behalf of the HRA Plans, as provided in the HealthInvest HRA Plan Documents and as otherwise directed by the HRA Service Manager or the Administrators of the HRA Plans and (2) to hold in safekeeping as custodian, transfer agent, and nondiscretionary, directed trustee any funds and other property from time to time contributed or transferred to it pursuant to the provisions hereof, as the same may be amended from time to time, together with all the increments, proceeds, investments, and reinvestments thereof, and the income therefrom, in trust, for the uses and purposes and upon the terms and conditions hereinafter set forth.

WHEREAS, the Master Trustee and HRA Service Manager desire to amend this Master Trust to, among other things, clarify the duties of the Trustee and specify the rights of certain parties with respect to the amendment of this Agreement.

NOW, THEREFORE, the following sets forth the terms of this Amended and Restated Agreement and Declaration of Trust.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

“Administrator” shall mean, with respect to any HRA Plan the assets of which are funded through a Participating Trust, the Plan Sponsor for such HRA plan, or its designee,

who under the Plan Documents is acting in its capacity as the administrator for the HRA Plan either directly or through one or more service providers to whom the Administrator has delegated some or all of its ministerial and nondiscretionary duties. The term “Administrator” used herein may refer to an individual Administrator or refer to all Administrators collectively, as the context indicates.

“Code” shall mean the Internal Revenue Code of 1986, as the same has been or may hereafter be amended.

“Effective Date” of this Agreement and Declaration of Trust is September 1, 2017, and the effective date of this Amended and Restated Declaration of Master Trust is November 1, 2018.

“HRA Plan Document(s)” shall mean one or more of the plan documents that define the terms and conditions of participation and benefits under an HRA Plan, as the same may be amended or amended and restated from time to time.

“Master Trust Adoption Agreement” shall mean the required form of Master Trust Adoption Agreement executed by a Plan Sponsor and Participating Trust Signatory and accepted in writing by the Master Trustee and the HRA Service Manager.

“Master Trust” shall mean the trust created by this Agreement and Declaration of Master Trust, as amended from time to time.

“Master Trustee” is defined in the recitals to this Master Trust.

“Participating Trust” shall mean any trust created for the funding and safekeeping of HRA Plan assets with respect to which the Plan Sponsor for such HRA Plan and the Participating Trust Signatory have executed the Master Trust Adoption Agreement electing to participate in the Master Trust.

“Participating Trust Document” with respect to any Participating Trust, shall have the meaning ascribed to such term in the Master Trust Adoption Agreement.

“Participating Trust Signatory” shall mean, with respect to a Participating Trust, the trustee for the Participating Trust, or such other person or entity authorized under the Participating Trust to adopt and participate in this Master Trust.

“Plan” or “HRA Plan” is defined in the recitals to this Master Trust Agreement.

“Plan Documents” shall mean, with respect to any Participating Trust and HRA Plan, collectively, this Master Trust, the Master Trust Adoption Agreement, the Participating Trust Document, the Plan Adoption Agreement, one or more HRA Plan Documents, and as applied to a particular Participant, the Enrollment File for the Participant, as they same may be amended or amended and restated from time to time.

“Qualified Investment Manager” shall mean any current or future bank, registered investment adviser, or insurance company selected by a Plan Sponsor or Administrator to

manage a portion of the plan assets for any plan, including any investment manager that satisfies the requirements to constitute an “investment advisor” as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974.

“Securities” shall mean and include registered, unregistered and exempt securities issued in accordance with applicable laws, including common and preferred stocks, mutual funds, fixed or variable annuity contracts, contractual obligations of every kind, whether secured or unsecured, equitable interests in real or personal property, and intangible property of every description and howsoever evidenced.

“Tax” or “Taxes” shall mean any tax, taxes, fee or other cost or obligation imposed by any governmental or other similar entity and shall be deemed to include any interest or penalties assessed in respect to such amounts.

1.2 Construction. Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine. Any written document referenced herein, including any Plan Document, shall mean such document as amended and restated from time to time.

1.3 Terms Incorporated by Reference; Conflicting Provisions. With respect to any Participating Trust and related HRA Plan, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the other applicable Plan Documents. With respect to the interpretation of any particular Plan, in the event there is a conflict among the terms of two or more Plan Documents, or in the definition ascribed to any term in two or more Plan Documents, interpretation shall be determined by reference first to the Master Trust, then to the Master Trust Adoption Agreement, then to the applicable HRA Plan Document, then to the applicable Plan Adoption Agreement, then to the applicable Enrollment File, and then to the Participating Trust Document.

ARTICLE II

PURPOSE

2.1 Purpose. The Master Trust has been established to act as a reporting entity on behalf of the HRA Plans for purposes of making certain regulatory filings and reports and to hold title to certain non-interest bearing bank accounts, custodial accounts, funds, and other property on behalf of each of the HRA Plans and Participating Trusts for the purpose of administering and facilitating contributions, payment of benefits, and payment of expenses on behalf of the HRA Plans.

2.2 Grantor Trust. The Trust is intended to be a grantor trust, of which each Participating Trust is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code, as amended, and shall be construed accordingly.

2.3 Use of Trust Assets. The Master Trust assets shall be used exclusively to hold title to assets of the Participating Trusts and to facilitate allocation of contributions and payment of

benefits and expenses under the HRA Plans and to defray reasonable expenses of administering the Master Trust.

ARTICLE III

PARTICIPATING TRUSTS

3.1 Eligibility for Participation. A trust through which an HRA Plan is funded may become a Participating Trust if the applicable Plan Sponsor and Participating Trust Signatory of such trust executes a Master Trust Adoption Agreement, and both the Master Trustee and the HRA Service Manager provide written acceptance of such trust as a Participating Trust. Participation in the Master Trust shall commence on the “Effective Date” specified in the applicable Master Trust Adoption Agreement.

3.2 Termination of Participation. A Participating Trust shall cease to be a Participating Trust on the date on which:

- (a) The Participating Trust Signatory or the Plan Sponsor for the underlying HRA Plan, notifies the HRA Service Manager or the Master Trustee in writing of its desire to terminate participation of the Participating Trust in the Master Trust; or
- (b) The Participating Trust ceases to be a Participating Trust under the terms of this Declaration of Master Trust or the Master Trust Adoption Agreement; or
- (c) The Master Trust is terminated.

3.3 Non-assignability. A Participating Trust may not assign or transfer its interest in the Master Trust or in any part thereof without prior written consent of the HRA Service Manager and Master Trustee.

ARTICLE IV

FUNDING

4.1 Contributions. Participating Trusts and their underlying HRA Plans shall contribute or transfer to the Master Trust such amount or amounts determined through the operation and administration of the HRA Plans in accordance with the applicable Plan Documents. All contributions and transfers shall be held, administered, and distributed, in trust, under the terms of this agreement. The Master Trustee shall not be under any duty to inquire into the timeliness or correctness of the amounts contributed, transferred and delivered to the Master Trustee hereunder; nor shall the Master Trustee or any other person be under any duty to enforce the payment of the contributions to be made hereunder and each Participating Trust agrees to indemnify and hold harmless the Master Trustee in connection therewith. The Master Trustee shall not be responsible for the calculation or collection of any contributions under or referred to by HRA Plans and shall have no duties, except as specified under this agreement, for the administration of the Master Trust. Nothing in this agreement shall entitle the Master Trustee or any other person or entity to inquire into or demand the right to inspect the books of the Employers, Plan Sponsors, Administrators, or Trustees of the HRA Plans or Participating Trusts.

Notwithstanding any provision of this agreement to the contrary, no Employer, Plan Sponsor, Administrator, or Participating Trust shall be required to continue to fund benefits under any HRA Plan through the applicable Participating Trust or this Master Trust.

4.2 Revocability of Contributions. All contributions and transfers made to the Master Trust shall be revocable and shall be returned to the Participating Trust upon request of the applicable Plan Sponsor or Participating Trust Signatory or upon termination of the Participating Trust's participation in this Master Trust.

4.3 Assets Held with Respect to a Particular Participating Trust. The Master Trustee shall receive the contributions from each Participating Trust or transfers in cash or other property acceptable to it. All consideration received by the Master Trust, together with all assets in which such consideration is invested or reinvested, all income, earnings profits, and proceeds thereof from whatever source derived (including, without limitation, any proceeds derived from the sale, exchange or liquidation of such assets and any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be), shall, in accordance with the terms of the applicable Plan Documents and this Master Trust, be accounted for and held separately with respect to each Participating Trust and each Plan and each Employer Account or Participant Account (each referred to as an "Account") thereunder for all purposes and shall be so recorded upon the books of account of the Master Trust. The consideration, assets, income, earnings, profits and proceeds thereof, from whatever source derived, (including, without limitation, any proceeds derived from the sale, exchange or liquidation of assets, and any funds or payments derived from any reinvestment of proceeds, in whatever form the same may be) are herein referred to as "assets held with respect to" each Participating Trust and each Plan and Account thereunder. In the event that there are any assets, income, earnings, profits and proceeds thereof, funds or payments that are not readily identifiable as assets held with respect to any Participating Trust and or the Plans or Accounts thereunder (collectively "General Assets"), the Master Trustee shall allocate General Assets to, between or among any one or more of the Participating Trusts and the Plans and Accounts thereunder based upon the direction of the HRA Service Manager, acting on behalf of the Participating Trusts in accordance with the Plan Documents or otherwise at the direction of the Participating Trust Signatories, and any General Assets so allocated to a Participating Trust, Plan, or Account shall be held with respect to that Participating Trust, Plan, or Account. Each allocation by the Master Trustee at the direction of HRA Service Manager shall be conclusive and binding upon the Participating Trusts, their underlying HRA Plans, and all associated Employers and Participants for all purposes. The HRA Service Manager, or its designee, shall maintain separate and distinct sub-accounting records for each Participating Trust and each Plan and Account thereunder on behalf of the Master Trustee, and the HRA Service Manager, or its designee, shall hold and account for the assets with respect to each Participating Trust and each Plan and Account thereunder separately from the assets held with respect to all other Participating Trusts and Plans and Accounts thereunder.

4.4 Liabilities Associated with Respect to a Particular Participating Trust. With respect to each Participating Trust and each Plan and Account thereunder, the liabilities, expenses, costs, charges, and reserves associated with such Participating Trust, Plan, or Account shall be charged against the assets of the Master Trust held with respect to such Participating Trust, Plan, or Account. Any liabilities, expenses, costs, charges and reserves of the Master Trust that are not readily identifiable as being associated with any particular Participating Trust or any Plan or

Account thereunder (“General Liabilities”) shall be allocated and charged by the Master Trustee to and among any one or more of the Participating Trusts or to and among the Plans and Accounts thereunder based upon the direction of the HRA Service Manager, acting on behalf of the Participating Trusts in accordance with the Plan Documents or otherwise at the direction of the Participating Trust Signatories, and any General Liabilities so allocated to a particular Participating Trust or Plan or Account thereunder shall be charged against the assets of that Participating Trust, Plan, or Account. Each allocation of liabilities, expenses, costs, charges and reserves by the Master Trustee at the direction of the HRA Service Manager shall be conclusive and binding upon the Participating Trusts their underlying HRA Plans, and the applicable Employers and Participants for all purposes. All liabilities, expenses, costs, charges and reserves so charged to a Participating Trust, Plan or Account are herein referred to as “liabilities associated with” that Participating Trust, Plan, or Account. Without limiting the foregoing, but subject to the right of the Master Trustee to allocate liabilities, expenses, costs, charges or reserves as herein provided, the liabilities associated with a particular Participating Trust or underlying Plan or Account shall be enforceable against the assets held with respect to that Participating Trust or underlying Plan or Account only and not against the assets of the Master Trust generally or against the assets held with respect to any other Participating Trust or the Plans or Accounts thereunder. The HRA Service Manager, or its designee, shall maintain separate and distinct sub-accounting records for each Participating Trust, Plan, and Account thereunder on behalf of the Master Trustee, and the HRA Service Manager, or its designee, shall account for the liabilities with respect to each Participating Trust and its underlying Plans and Accounts separately from the liabilities held with respect to all other Participating Trusts, Plans, and Accounts thereunder.

ARTICLE V

POWERS AND DUTIES OF THE MASTER TRUSTEE AND HRA SERVICE MANAGER

5.1 Trust Property and Investments.

(a) In addition to all powers and duties otherwise expressly set forth in this agreement and subject to the provisions of Section 5.5, the Master Trustee shall have the following powers with respect to each Participating Trust, exercised only at the direction of the Administrator for each Plan or its Qualified Investment Managers or other designees:

- (i) to invest and reinvest all or any part of the Master Trust, including both principal and income, in Securities and other property;
- (ii) to insure the payment of benefits under a contract or contracts with an insurance company or companies, and hold and retain such contract or contracts as part of the Master Trust;
- (iii) to sell, lease, exchange, pledge or grant a security interest in, or otherwise dispose of all or any part of the Master Trust;

(iv) to exercise all voting rights, tender or exchange rights, any conversion privileges, subscription rights, and other rights and powers available in connection with any Securities or other property at any time held hereunder;

(v) to enter into or oppose any plan of consolidation, merger, reorganization, capital readjustment, or liquidation of any corporation or other issuer of Securities held hereunder including the exercise of any option, the making of any agreements or subscriptions and the payment of expenses, assessments or subscriptions, plan for the sale, lease, or mortgage of any of its property or the adjustment or liquidation of any of its indebtedness and, in connection with any such plan, to enter into any other such agreement, and to pay assessments or subscriptions from the other assets held hereunder;

(vi) to retain in cash or otherwise in a form unproductive of income such portion of the Master Trust as is necessitated by the cash requirements of the HRA Plans; provided, however, that, to the extent feasible, such amounts shall be held in forms of investment which are productive of income but are sufficiently liquid to meet such cash requirements;

(vii) to invest in collective investment funds maintained by Washington Trust Bank of Spokane or by other banks for the investments of assets of employee welfare benefit plans, whereupon the instruments establishing such funds, as amended, shall be deemed part of this Master Trust and incorporated herein by reference;

(viii) to deposit securities held hereunder in any depository;

(ix) to deposit all or any part of the Master Trust, including both principal and interest, in any bank organized under the national banking laws of the United States or under the laws of any State, including Washington Trust Bank of Spokane.

(b) Separate investments, assets, custodial accounts, bank accounts, and title in other properties shall not be required to be maintained with respect to separate Participating Trusts and any Plans or Accounts thereunder; rather, the same may be aggregated on an omnibus basis, together with investments assets, custodial accounts, bank accounts, and property of all Participating Trusts and any Plans or Accounts. On behalf of the Master Trustee, the HRA Service Manager shall maintain for the Master Trustee separate and distinct sub-accounting records for the Participating Trusts and any Plans or Accounts thereunder such that each shall have a divided interest in specific assets and property held by the Master Trust. No Participating Trust shall have any interest in the specific assets or property held by the Master Trust on behalf of any other Participating Trust.

(c) The Plan Sponsor or Administrator for each Plan shall select one or more Qualified Investment Managers to determine which investment options are to be available for the holding and investment of Trust assets and to evaluate and monitor the performance of those options. The Master Trustee shall not be obligated or required to evaluate or

monitor the qualifications or performance of any Qualified Investment Manager or to determine which investment options are to be available for the holding and investment of assets in the Master Trust or to evaluate and monitor the performance of those options. The Qualified Investment Manager shall have the power to direct the Master Trustee with respect to such investments, and the Master Trustee shall be under no duty to question, and shall not incur any liability on account of following, any direction of a Qualified Investment Manager with respect to such investments. The Master Trustee shall be under no duty to review the investment guidelines, objectives and restrictions established, or the specific investment instructions given, by the Administrator to such Qualified Investment Manager or to make suggestions to the Administrator in connection therewith.

(d) The Master Trustee shall transmit to the HRA Service Manager (who shall promptly transmit to the applicable Qualified Investment Manager), all notices of conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any of the Securities held hereunder, which notices are received by the Master Trustee from its agents or custodians, from the issuers of the Securities in question and from the party (or its agents) extending such rights. The Master Trustee shall have no obligation to determine the existence of any conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any of the Securities held hereunder of which notice was given prior to the purchase of such Securities held hereunder, and shall have no obligation to exercise any such right or power unless the Master Trustee is informed of the existence of the right or power.

(e) The Master Trustee shall not be liable for any untimely exercise or assertion of such rights or powers described in the paragraph immediately above in connection with Securities or other property held hereunder at any time unless (i) it or its agents or custodians are in actual possession of such securities or property and (ii) it receives directions to exercise any such rights or powers from the Qualified Investment Manager, and both (i) and (ii) occur at least three business days prior to the date on which such rights or powers are to be exercised.

(f) If the Master Trustee is directed by a Qualified Investment Manager to purchase Securities issued by any foreign government or agency thereof, or by any corporation or other entity domiciled outside of the United States, it shall be the responsibility of the Qualified Investment Manager, as the case may be, to advise the Master Trustee in writing with respect to any laws or regulations of any foreign countries or any United States territory or possession which shall apply in any manner whatsoever to such Securities, including, without limitation, receipt by the Master Trustee of any dividends, interest or other distributions on such Securities.

(g) The Administrator for each Plan shall direct the Master Trustee in writing as to what percentage of which Participant and Employer Accounts should be invested in which investment option, as elected by the applicable Participant or Employer. If no such direction is received from the Administrator, the Master Trustee shall invest the Trust assets associated with that Account in a default investment designated by the Qualified Investment Manager.

5.2 Claims Against Trust. Subject to the provisions of Section 5.5, and except as regards benefits under the HRA Plans, the Master Trustee is empowered to compromise and adjust any and all claims, debts, or obligations in favor of or against the Master Trust, whether such claims be in litigation or not, and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default, or otherwise enforce any such claim, debt, or obligation.

5.3 Borrowing. Subject to the provisions in Section 5.5, the Master Trustee is empowered to borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purposes of the Master Trust and to pledge any Securities or other property for the repayment of any such loan; provided, however, no such loan shall be made by the Master Trustee individually other than a temporary advancement to the Master Trust on a cash or overdraft basis.

5.4 Registration of Securities; Nominees; Account Signatories.

(a) The Master Trustee is empowered to register Securities in its own name, or in the name of its nominee, agent, or custodian without disclosing the Master Trust, or to hold the same in bearer form, and to take title to other property in its own name or in the name of its nominee, agent, or custodian without disclosing the Master Trust; but the Master Trust shall be responsible for the acts of its nominee, agent, or custodian.

(b) The Master Trustee is empowered to authorize the HRA Service Manager or its designee as signatory to any bank accounts established on behalf of the Participating Trusts and their underlying HRA Plans for purposes of administration and facilitation of the allocation of contributions and payment of benefits and expenses for the HRA Plans. Each Participating Trust, Participating Trust Signatory, Plan Sponsor, and Administrator agrees, to the fullest extent permitted by law, to indemnify and hold the Master Trustee harmless for damages resulting from the acts of the HRA Service Manager or its designee in their capacity as agent or signatory on such accounts.

5.5 Directions From HRA Service Manager. To the extent permitted by applicable law, the powers conferred upon the Master Trustee in this agreement, including Sections 4.3, 4.4 and 5.1, shall at all times be subject to the direction of the Administrator for each Plan, which shall direct the Master Trustee as to all such matters relating to administration of the Master Trust as specified in the Plan Documents. The Administrator for each Plan shall, at any time and from time to time, certify to the Master Trustee in writing the name or names of any person authorized to act for the Administrator, with respect to the exercising of any one or more of such powers of the Administrator. Toward that end, pursuant to the Plan Adoption Agreement, the HRA Service Manager and any of its designees, officers, employees, subcontractors, agents, and representatives, are designated by the Administrator for each Plan as persons authorized to act on behalf of the Administrator with respect to exercising any one or more powers of the Administrator as specifically set forth in this agreement and the other Plan Documents or as otherwise directed by the Administrator. Until the Administrator notifies the Master Trustee that any such person is no longer authorized to act for the Administrator, the Master Trustee may continue to rely on the authorization of such person. The Master Trustee shall be under no duty or obligation to review any instruction it so receives, except that the Master Trustee shall have no obligation by reason of any such direction to make any advance or loan in its banking capacity. The Master Trustee shall

have no liability or responsibility for acting without question on the direction of, or failing to act in the absence of any direction, unless the Master Trustee has knowledge that by such action or failure to act it will be participating in or undertaking to conceal a breach of fiduciary duty. The Participating Trusts agree to indemnify and hold harmless the Master Trustee and the HRA Service Manager for acting in accordance with this Section 5.5.

5.6 Agents, Attorneys, Actuaries, Consultants, Administrators and Accountants. The Master Trustee is empowered to employ such agents, attorneys, actuaries, consultants, administrators, accountants and other service providers as may be deemed necessary or proper in connection with its duties hereunder, and, upon the written authorization or direction of the Administrator for each Plan, to determine and pay out of the assets of the Master Trust the reasonable compensation and expenses of such agents, attorneys, actuaries, consultants, administrators, accountants and other service providers.

5.7 Other Authority. The Master Trustee is authorized to execute and deliver any and all instruments and to perform any and all acts which may be necessary or proper to enable it to discharge its duties under this agreement and to carry out the power and authority conferred upon it.

5.8 Directions to the Master Trustee. The Master Trustee may rely on any written direction, request, approval, or other document purporting to have been signed on behalf of the Administrator for each Plan by the person authorized to act for the Administrator.

5.9 Payment of Taxes; Indemnity. The Master Trustee is empowered to pay out of the assets of the Master Trust, as a general charge thereon, any and all Taxes or governmentally imposed fees and charges of whatsoever nature assessed on or in respect thereto; provided, however, that if an Administrator for any Plan shall notify the Master Trustee in writing that any such Tax or governmentally imposed fee or charge is not lawfully or properly assessed, or is questionable, the Master Trustee, if so requested by the Administrator, shall contest the validity of such Tax in any manner deemed appropriate by the Administrator. Unless the Master Trustee shall first have been indemnified to its satisfaction by the Administrator and the applicable Participating Trust(s), the Master Trustee shall not be required to contest the validity of any Tax, to institute, maintain, or defend against any other action or proceeding, or to incur any other expense in connection with the Master Trust, except to the extent that the same is sufficient therefor.

5.10 Compensation and Expenses. The Master Trustee shall be entitled to such compensation for its service and reimbursement for all reasonable expenses incurred by the Master Trustee in the administration of the Master Trust, in accordance with the terms of the Plan Adoption Agreement between each Plan Sponsor and the HRA Service Manager or as otherwise agreed in writing between the Master Trustee and the Plan Sponsor. Such compensation and expenses shall be paid from the assets of the Participating Trusts or as otherwise agreed in writing by the Plan Sponsor of each Participating Trust.

5.11 Records and Statements; Tax or Regulatory Filings. The Master Trustee shall keep accurate records of all receipts, disbursements, and other transactions affecting the Master Trust, which, together with the assets comprising the Master Trust and all evidences thereof, shall be available during the Master Trustee's usual business hours for inspection or for the purposes of

making copies or reproductions thereof by the HRA Service Manager, upon the reasonable request of the HRA Service Manager on behalf of one or more of the Administrators. The Master Trustee shall render to the HRA Service Manager, monthly and annually, statements of receipts, disbursements, and all transactions during the preceding period affecting the Master Trust and a statement of all assets then held by it hereunder. The Master Trustee shall not be responsible for the completion or filing of annual tax or regulatory returns or filings (such as IRS Form 990 or DOL Form 5500, etc.) applicable to any Participating Trust or Plan, which shall be the responsibility of each Participating Trust or Plan Sponsor or its employees, agents, service providers, or other designees, and the Master Trust shall have no duty or obligation to confirm whether such returns or filings are required or have been made by the Participating Trust or Plan. The Master Trustee shall be responsible for completion and filing only of all tax returns or reports applicable to the Master Trust.

5.12 Court Action Not Required. All the powers and authority herein conferred upon the Master Trustee shall be exercised by it without the necessity of applying to any court for leave or confirmation. No person dealing with the Master Trustee shall be required to ascertain whether the Master Trustee shall have obtained the approval of any court or of any person to any action which it may propose to take hereunder, but every such person may rely solely upon the deed, transfer, or assurance of the Master Trustee.

5.13 Disputes. If a dispute arises as to the payment of any funds or delivery of any assets by the Master Trustee, the Master Trustee may withhold such payment or delivery until the dispute is resolved by a court of competent jurisdiction or finally settled in writing by the concerned parties.

5.14 Role of the HRA Service Manager. The powers and responsibilities of the HRA Service Manager specified herein and in the other Plan Documents for each Participating Trust and its underlying Plans are non-discretionary and are intended for the purpose of effecting the efficient administration of this Master Trust and each Participating Trust and Plan for the benefit of and subject to the direction or approval of the Plan Sponsor, Employer, Administrator, or Employee Representative for such Plan, as specified herein or in the Plan Documents, and such powers and responsibilities are subject to the HRA Service Manager's right to resign and the Plan Sponsor's right to remove the HRA Service Manager under the applicable Plan Adoption Agreement.

ARTICLE VI

DISPOSITION OF TRUST ASSETS

6.1 Payments from the Trust. Unless and until the Master Trust is terminated as provided herein, the Master Trustee shall make payments from the Master Trust for the benefit of each Participating Trust and its underlying HRA Plan or to pay reasonable expenses of administering the Master Trust, as directed by the Administrator for each Plan.

6.2 Excess Assets. Any excess assets remaining in the Master Trust upon satisfaction of all liabilities and requirements of the Master Trustee hereunder, shall be applied by the Master Trustee as directed.

ARTICLE VII

SUCCESSION TO THE TRUSTEESHIP

7.1 Resignation of the Master Trustee. Any Master Trustee acting hereunder may resign at any time by giving notice in writing to the HRA Service Manager on behalf of the Administrator for each HRA Plan at least ninety (90) days before such resignation is to become effective, unless the HRA Service Manager on behalf of the Administrators shall accept as adequate a shorter notice.

7.2 Removal of the Master Trustee. Based upon the authority granted to the HRA Service Manager, and subject to the HRA Manager's right to resign and each Plan Sponsor's right to remove the HRA Service Manager under the applicable Plan Adoption Agreement, the HRA Service Manager may remove, with or without cause, any Master Trustee acting hereunder by giving notice in writing to such Master Trustee at least ninety (90) days before such removal is to become effective, unless the Master Trustee shall accept as adequate a shorter notice.

7.3 Appointment of a Successor Trustee. If for any reason a vacancy should occur in the master trusteeship, the HRA Service Manager on behalf of the Administrators shall forthwith appoint a successor Master Trustee, which appointment is subject to the HRA Manager's right to resign and each Plan Sponsor's right to remove the HRA Service Manager set forth in the applicable Plan Adoption Agreement. A successor Master Trustee may be either a corporation authorized to carry on a trust business or a national banking association or such person or persons or committee as deemed appropriate by the HRA Service Manager. Any successor Master Trustee appointed hereunder shall execute, acknowledge, and deliver to the HRA Service Manager and the predecessor Master Trustee an instrument in writing accepting such appointments hereunder. Such successor Master Trustee thereupon shall become vested with the same title to the Master Trust property, and the same powers and duties with respect thereto, as are hereby vested in the predecessor Master Trustee. The HRA Service Manager shall deliver to the Administrators, Plan Sponsors, and Employers notice of any replacement Master Trustee within 90 days after the effective date thereof. The predecessor Master Trustee shall execute all such instruments and perform all such other acts as the successor Master Trustee shall reasonably request to effectuate the provisions hereof. The successor Master Trustee shall have no duty to inquire into the administration of the Master Trust for any period prior to its succession. No Master Trustee shall have any liability, duty, or other obligation with respect to actions or omissions of any successor or predecessor Master Trustee.

ARTICLE VIII

AMENDMENT AND TERMINATION

8.1 Right of Amendment. The Master Trustee may amend the terms of this Master Trust from time to time, subject to acceptance of such amendment by the HRA Service Manager on behalf of the Administrator and Participating Trusts in accordance with the terms of the Plan Documents or as otherwise directed by the Administrator. The Master Trustee shall make no amendment to the terms of this Master Trust that shall permit any part of the assets or property of a Participating Trust to be used for or be diverted to purposes other than the exclusive benefit of

the Participating Trusts unless such amendment is otherwise permitted by applicable law necessary to ensure that income of the Trust is not subject to federal or state income tax and as will not result in the imposition of an excise tax under any Section of the Code. Any amendment to the terms this Master Trust (as amended and restated as of November 1, 2017) shall be delivered in writing by the HRA Service Manager to the Plan Sponsors for each Plan at least thirty (30) days prior to the proposed effective date of such amendment. If on or before the proposed effective date of such amendment the Plan Sponsor for any Plan has not delivered a written notice to the HRA Service Manager objecting to the amendment, the amendment will be deemed to be approved by such Plan Sponsor. A Plan Sponsor's disapproval of any amendments to the terms of this Master Trust are subject to the HRA Manager's right to resign and each Plan Sponsor's right to remove the HRA Service Manager set forth in the applicable Plan Adoption Agreement. Notwithstanding the stated effective date of any amendment, such amendment may by its terms be prospective or retroactive as provided therein.

8.2 Resignation or Removal of HRA Service Manager. In accordance with the Plan Adoption Agreement for any HRA Plan, if the HRA Service Manager resigns or is removed for any reason, the Plan Sponsor shall, pursuant to the terms of the applicable Plan Adoption Agreement for such HRA Plan, transfer all Plan assets to another service provider or another welfare benefit plan prior to the effective date of such resignation or removal, unless a longer time period for transfer is agreed upon in writing between the HRA Service Manager and the Plan Sponsor. In such event, the Plan Sponsor Trust shall cease to be a Participating Trust hereunder, and the Master Trustee shall transfer all Plan assets for such HRA Plan at the direction of the Plan Sponsor or other Participating Trust Signatory for the Plan Sponsor Trust.

8.3 Termination of an HRA Plan. In accordance with the Plan documents for any HRA Plan, the Plan Sponsor may terminate its HRA Plan or cause all Plan assets to be transferred to another welfare benefit fund for the benefit of its Participants. In such event, the Plan Sponsor Trust shall cease to be a Participating Trust hereunder, and the Master Trustee shall transfer all Plan assets for such HRA Plan at the direction of the Plan Sponsor or other Participating Trust Signatory for the Plan Sponsor Trust.

8.4 Termination of all HRA Plans. In the event of a termination of all of the HRA Plans pursuant to the Plan Documents, the assets of the Master Trust shall be held, administered, and distributed by the Master Trustee in accordance with the terms of the Plan Documents and this Master Trust or as otherwise directed by the Plan Sponsor or other Participating Trust Signatory for each Participating Trust.

ARTICLE IX

MISCELLANEOUS

9.1 Validity of Agreement. The validity of this agreement shall be determined and this agreement shall be construed and interpreted in accordance with the laws of the State of Washington. If any provision of this agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the agreement unless such illegality or invalidity prevents accomplishment of the objectives and purposes of the Master Trust. In the

event of any such holding, the Master Trustee may immediately, and if in accordance with appropriate law retroactively, amend the agreement as is necessary to remedy any such defect.

9.2 General Indemnification. To the extent permitted by applicable law, with respect to each HRA Plan and Participating Trust, the Plan Sponsor for such Plan shall indemnify and hold the Trustee harmless from any loss or expense (including reasonable attorneys' fees) arising (a) out of an authorized action hereunder taken in good faith by the Trustee or any matter as to which this Trust provides that the Trustee is directed, protected, not liable, or not responsible or (b) by reason of any breach of any statutory or other duty owed to the HRA Plan by the Employer, Plan Sponsor, Administrator (if different than the Plan Sponsor), the HRA Service Manager or any Qualified Investment Manager or any delegate of any of them (and for the purposes of this sentence the Trustee shall not be considered to be such a delegate) whether or not the Trustee may also be considered liable for that other person's breach under federal, state, local or other law, unless such other person's breach for which the Trustee is considered liable arose out of the gross negligence or willful misconduct of the Trustee.

9.3 No Guarantees. With respect to each Participating Trust and HRA Plan, neither the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer, nor the Master Trustee guarantees the Master Trust from loss or decline in value, nor the payment of any amount which may become due to any person hereunder. Nothing contained in the Master Trust shall constitute a guarantee by the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer, or the Master Trustee that the assets of the Master Trust will be sufficient to pay any benefit to any person or make any other payment under any Participating Trust or HRA Plan; payments to be paid from the Master Trust are limited to the assets remaining in the applicable Participating Trust, Participant Account or Employer Account at the time payment is made. Prior to the time that distributions are made in conformity with any Plan, the applicable Participating Trust, and the Master Trust, no Employees, Participants, or other persons shall receive any distribution of cash or other thing of current or exchangeable value, either from the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer or the Master Trustee on account of, or as a result of the trust fund created hereunder.

9.4 Duty to Furnish Information. With respect to any Participating Trust or HRA Plan, the Administrator and the Master Trustee each shall furnish to the other any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties imposed under the Plan or this agreement or otherwise imposed by law. The Master Trustee shall furnish to each Administrator any documents, reports, returns, statements, or other information that the Administrator reasonably deems necessary to perform its duties and exercise its rights hereunder, under the other Plan Documents, and otherwise under the Plan.

9.5 Reliance of Communications. With respect to any Participating Trust or HRA Plan, the Master Trustee may rely upon a written certification of the HRA Service Manager with respect to any instruction, direction or approval of the HRA Service Manager and may rely on the written certification of the Administrator as to any matter relating to this Master Trust. The Master Trustee shall be fully protected and indemnified by the applicable Participating Trust and Plan Sponsor in acting upon any instrument, certificate or paper of the HRA Service Manager or Administrator believed by the Master Trustee to be genuine and to be executed or presented by any authorized person of the HRA Service Manager or Administrator, and the Master Trustee shall be under no

obligation or duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the HRA Service Manager or Administrator. Moreover, the Master Trustee shall be fully protected and indemnified in relying upon a written certification of any Qualified Investment Manager appointed by Plan Sponsor with respect to the person or persons authorized to give any instructions or directions on behalf of such Qualified Investment Manager and may continue to rely on the written certification until a subsequent written certification is filed with the Master Trustee.

9.6 Taxes. The Master Trustee shall withhold any Tax which by any present or future law is required to be withheld from any payment hereunder.

9.7 Rebates and Adjustments. In the event a benefit is provided or a disbursement is made from the Master Trust and it is determined by the Master Trustee or the Administrator for any Plan that such benefit should not have been provided or disbursement made, the Administrator or the HRA Service Manager may arrange for a contribution from one or more Participating Trusts to which the disbursement was made, to reimburse the Master Trust or engage in efforts to seek the return of the benefit or disbursement. The Master Trustee shall be under no duty or obligation to inquire into the correctness of any determination made by the Administrator resulting in a direction to the Master Trustee under this provision.

9.8 Inalienability of Benefits. Except as may otherwise be provided herein, the right of any Participant or other person or entity to any benefit or payment from the Master Trust shall not be subject to voluntary or involuntary transfer, alienation, pledge, assignment or other disposition and shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. Any attempt to transfer, alienate, pledge, assign or otherwise dispose of such right or any attempt to subject such right to attachment, execution, garnishment, sequestration or other legal or equitable process shall be null and void, unless such action is approved by the Master Trustee and the Administrator for the applicable Plan and undertaken in accordance with the terms and provisions of this Master Trust, the Participating Trust, and the Plan Documents.

9.9 No Implied Rights. Neither the establishment of the Master Trust nor any modification thereof, nor the creation of any fund, trust or account thereunder, shall be construed as giving any Participant or other person or entity any legal or equitable right unless such right shall be specifically provided for herein or in the applicable Plan Documents or conferred by affirmative action of the Plan Sponsor or Employer in accordance with applicable law and the express written terms and provisions of the Master Trust and the other Plan Documents.

9.10 Status of Employment Relations. The adoption and maintenance of the Master Trust shall not be deemed to constitute a contract between any Employer and its Employees or any representative thereof or to be consideration for, or an inducement or condition of, the employment of any person. Nothing contained herein shall be deemed to:

- (a) give to any Employee the right to be retained in the employ of his or her Employer;

(b) affect the right of the Employer to discipline or discharge any Employee at any time; or

(c) affect any Employee's right to terminate his employment at any time.

9.11 Parties Bound. This agreement shall be binding upon the Master Trustee, the HRA Service Manager, and all Participating Trusts, Participating Trust Signatories, Plan Sponsors, Administrators, Employers, Employees, Participants, and, as the case may be, the Dependents, heirs, executors, administrators, successors, and assigns of each of them.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Washington Trust Bank has caused this Amendment and Restatement of Agreement and Declaration of Trust to be executed by its duly authorized officers and respective seals to be hereunder affixed as of November 28th, 2018.

ATTEST:



Name: Mick Buller, Vice President



Name: Chad LeGate, Vice President

WASHINGTON TRUST BANK, a trust bank chartered under the laws of the State of Washington

By: 

Name: Robert Blume

Title: Senior Vice President

Date: November 28, 2018

By: 

Name: Steve Sherman

Title: Vice President

Date: November 28, 2018

Exhibit C

Plan Sponsor Trust Agreement

Include executed copy of primary trust agreement.

- ☐ Option 1: Complete and sign the HealthInvest HRA form of Plan Sponsor Trust Agreement provided by the HealthInvest HRA Service manager.
- ☐ Option 2: Provide your previously executed trust that has been approved by the HealthInvest HRA Service Manager.

This is the primary trust agreement created for the safekeeping of your HRA Plan assets and will be attached as Exhibit A to the Master Trust Adoption Agreement. This trust will become a Participating Trust under the HealthInvest HRA Master Trust pursuant to the Master Trust Adoption Agreement.

TRUST AGREEMENT FOR THE
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
POSTRETIREMENT MEDICAL REIMBURSEMENT
ACCOUNT PLAN

Trust Agreement dated September 4, 2001 by and between
City of Santa Clara and Washington Trust Bank

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This AGREEMENT is made as of September 4, 2001, by and between city of Santa Clara (the “City”) and Washington Trust Bank (the “Trustee”).

WHEREAS, the City desires to establish a trust to hold assets exempt from taxation under Section 501(c)(9) of the Internal Revenue Code for the benefit of employees who are eligible and participate in the postretirement medical reimbursement account plan which is funded by the City hereunder; and

WHEREAS, the Company desires to appoint Washington Trust Bank as trustee of such trust.

NOW, THEREFORE, the parties agree that the Trustee shall hold all funds and other property from time to time contributed or transferred to it pursuant to the provisions hereof, together with all the increments, proceeds, investments, and reinvestments thereof, and the income therefrom, in trust, for the uses and purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms shall have the meaning hereinafter set out:

- (a) “Code” shall mean the Internal Revenue Code of 1986, as the same has been or may hereafter be amended.
- (b) “Employee” shall mean any common-law employee of the City or other individual who, pursuant to a collective bargaining agreement entered into by the City, is eligible for coverage by the Plan.
- (c) “Employer” shall mean the City and, individually and collectively, any other entity sufficiently affiliated with the City for purposes of Section 501(c)(9) of the Code that maintains the Plan.

(d) “Member” shall mean any Employee who is a participant in the Plan.

(e) “Plan” shall mean the City of Santa Clara Voluntary Employees’ Beneficiary Association Postretirement Medical Reimbursement Account Plan and as such plan may be amended, modified, deleted, supplemented or terminated from time to time, for so long as such plan may be funded through the Trust, in whole or in part.

(f) “Qualified Investment Manager” shall mean an investment advisor as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974.

(g) “Securities” shall mean common and preferred stocks, contractual obligations of every kind, whether secured or unsecured, equitable interests in real or personal property, and intangible property of every description and howsoever evidenced.

(h) “Taxes” shall mean taxes and shall be deemed to include any interest or penalties assessed in respect to such taxes.

(i) “Trust” shall mean the trust established and maintained under this Agreement.

1.2 Construction. Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine.

ARTICLE II

PURPOSE

2.1 Purpose. The Trust has been established to provide Employees with postretirement medical benefits as set forth in the Plan, while they are eligible to receive such benefits, and to provide such other permissible payments as may be determined from time to time, and it is intended that the benefits and payments provided by the Plan and funded through the Trust be “life, sick accident, or other benefits” as that phrase is defined in Section 501(c)(9) of the Code.

2.2 Exclusive Benefit. No part of the Trust Fund shall be used for purposes other than for (1) the exclusive benefit of Employees in accordance with the provisions of the Plan and the Trust, and (2) defraying reasonable expenses of administering the Plan and the Trust.

ARTICLE III

MEMBERSHIP

3.1 Eligibility for Membership. Each Employee who becomes a participant in the Plan shall become a Member as of the date he so becomes a participant. Upon becoming a Member, such Employee shall be bound by all provisions of this Agreement.

3.2 Termination of Membership. An Employee shall cease to be a Member as of the date his participation in the Plan ceases.

ARTICLE IV

FUNDING

4.1 Contributions. The Employer shall contribute to the Trust such amount or amounts, if any, as the City may determine from time to time. All contributions shall be held, administered, and distributed, in trust, under the terms of this Agreement. The Trustee shall not be under any duty to inquire into the timeliness or correctness of the amounts contributed and delivered to the Trustee hereunder; nor shall the Trustee or any other person be under any duty to enforce the payment of the contributions to be made hereunder and the City agrees to indemnify and hold harmless the Trustee in connection therewith. The Trustee shall not be responsible for the calculation or collection of any contributions under or referred to by the Plan and shall have no duties, except as specified under this Agreement, for the administration of the Trust. Nothing in this Agreement shall entitle any Trustee or Member to inquire into or demand the right to inspect the books of the Employer. Notwithstanding any provision of this Agreement to the contrary, in no event shall the City be required to continue to fund benefits under any Plan through the Trust.

4.2 Irrevocability of Contributions.

(a) In General. Except as may otherwise be permitted by (i) Section 501(c)(9) of the Code, and (ii) Subsection (b) of this Section 4.2, and as will not result in the imposition of tax under Section 4976 of the Code, all contributions made to the Trust shall be irrevocable.

(b) Mistake of Fact. If a contribution or any portion thereof is made to the Trust due to a good faith mistake of fact, then within one year of the date of payment of such contribution to the Trust an amount equal to the excess of (i) the amount of such contribution, over (ii) the amount which would have been contributed had a mistake of fact not occurred, shall be returned to the contributor. The amount(s) of any contributions(s) to be returned to the Employer in accordance with this subsection shall be limited to Trust Fund assets.

4.3 Trust Fund. The Trustee shall receive the contributions from the City in cash or other property acceptable to it. All assets so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms hereof as a common fund without distinction between principal and income.

4.4 Set Aside of Income. All income of the Trust shall be set aside and used only for the exempt purposes set forth under Section 501(c)(9) of the Code and regulations thereunder (including defraying reasonable expenses of administering the Plan and Trust).

ARTICLE V

POWERS AND DUTIES OF THE TRUSTEE

5.1 Trust Property and Investments. In addition to all powers and duties otherwise expressly set forth in this Agreement and subject to the provisions of Section 5.5, the Trustee shall have the following powers:

- (a) to invest and reinvest all or any part of the Trust, including both principal and income, in Securities, and other property;
- (b) to insure the payment of benefit under a contract or contracts with an insurance company or companies, and hold and retain such contract or contracts as part of the Trust;
- (c) to sell, lease, exchange, or otherwise dispose of all or any part of the Trust;
- (d) to exercise, buy, or sell rights of conversion or subscription;
- (e) to enter into or oppose any plan of consolidation, merger, reorganization, capital readjustment, or liquidation of any corporation or other issuer of Securities held hereunder including any plan for the sale, lease, or mortgage of any of its property or the adjustment or liquidation of any of its indebtedness and, in connection with any such plan, to enter into any other such agreement, and to pay assessments or subscriptions from the other assets held hereunder;
- (f) to retain in cash or otherwise in a form unproductive of income such portion of the Trust as is necessitated by the cash requirements of the Plan; provided, however, that, to the extent feasible, such amounts shall be held in forms of investment which are productive of income but are sufficiently liquid to meet such cash requirements;

- (g) to deposit securities held hereunder in any depository;
- (h) to deposit all or any part of the Trust, including both principal and interest, in any bank organized under the national banking laws of the United States or under the laws of any State;
- (i) to invest in and commingle assets of the Trust in any common or collective trust fund heretofore or hereafter created and administered by the Trustee or its affiliates; provided, however, that, the instrument establishing such common or collective trust fund including all amendments thereto shall govern any investment therein, and is hereby made a part of this Agreement as if fully set forth herein.

The Trustee shall invest Trust assets as directed, in writing by the City. If no such direction is received from the City, the Trustee shall invest Trust assets in one or more of the money market funds generally utilized by the Trustee with respect to its other trust accounts.

The City may appoint one or more Qualified Investment Managers to direct the Trustee with respect to investment of Trust assets, in which case the City shall notify the Trustee of such appointment. In such case, the Qualified Investment Manager shall have the same power to direct the Trustee with respect to such investments as the City had, and the Trustee shall be under no duty to question, and shall not incur any liability on account of following, any direction of the City or Qualified Investment Manager with respect to such investments. The Trustee shall be under no duty to review the investment guidelines, objectives and restrictions established, or the specific investment instructions given, by the City to such Qualified Investment Manager or to make suggestions to the City in connection therewith.

5.2 Claims Against Trust. Subject to the provisions of Section 5.5, and except as regards benefits under the Plan, the Trustee is empowered to compromise and adjust any and all claims, debts, or obligations in favor of or against the Trust, whether such claims be in litigation or not,

and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default, or otherwise enforce any such claim, debt, or obligation.

5.3 Borrowing. Subject to the provisions in Section 5.5, the Trustee is empowered to borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purposes of the Trust and to pledge any Securities or other property for the repayment of any such loan; provided, however, no such loan shall be made by the Trustee individually other than a temporary advancement to the Trust on a cash or overdraft basis.

5.4 Registration of Securities; Nominees. The Trustee is empowered to register Securities in its own name, or in the name of its nominee without disclosing the Trust, or to hold the same in bearer form, and to take title to other property in its own name or in the name of its nominee without disclosing the Trust; but the Trust shall be responsible for the acts of its nominee.

5.5 City Directions. The powers conferred upon the Trustee in Sections 5.1, 5.2, 5.3, and 5.4 shall be exercised by the Trustee in its sole discretion if so authorized in writing by the City. The City shall, at any time and from time to time, certify to the Trustee in writing the name or names of any person authorized to act for the City, with respect to the exercising of any one or more of such powers. Until the City notifies the Trustee that such person is no longer authorized to act for the City, the Trustee may continue to rely on the authorization of such person. The Trustee shall be under no duty or obligation to review any instruction it so receives, except that the Trustee shall have no obligation by reason of any such direction to make any advance or loan in its banking capacity. The Trustee shall have no liability or responsibility for acting without question on the direction of, or failing to act in the absence of any action, unless the Trustee has

knowledge that by such action or failure to act it will be participating in or undertaking to conceal a breach of fiduciary duty. The City agrees to indemnify and hold harmless the Trustee for acting or not acting in connection with this Section 5.5; provided, however, that in the event the Trustee is acting in its own discretion, with respect to any assets of the Trust, such indemnification shall be of no effect and the Trustee shall be liable for any breach of fiduciary responsibility in the exercise of its duties under this Agreement.

5.6 Agents, Attorneys, Actuaries, and Accountants. The Trustee is empowered to employ such agents, attorneys (including attorneys who may be counsel to the City), actuaries, and accountants as it may deem necessary or proper in connection with its duties hereunder, and to determine and pay out of the assets of the Trust the reasonable compensation and expenses of such agents, attorneys, actuaries, and accountants.

5.7 Other Authority. The Trustee is authorized to execute and deliver any and all instruments and to perform any and all acts which may be necessary or proper to enable it to discharge its duties under this Agreement and to carry out the power and authority conferred upon it.

5.8 Directions to the Trustee. The Trustee may rely on any written direction, request, approval, or other document purporting to have been signed on behalf of the City by the person authorized to act for the City.

5.9 Payment of Taxes; Indemnity. The Trustee is empowered to pay out of the assets of the Trust, as a general charge thereon, any and all Taxes of whatsoever nature assessed on or in respect thereto; provided, however, that if the City shall notify the Trustee in writing that any such Tax is not lawfully or properly assessed, or is questionable, the Trustee, if so requested by

the City, shall contest the validity of such Tax in any manner deemed appropriate by the City. Unless the Trustee shall first have been indemnified to its satisfaction by the City, the Trustee shall not be required to contest the validity of any Tax, to institute, maintain, or defend against any other action or proceeding, or to incur any other expense in connection with the Trust, except to the extent that the same is sufficient therefor.

5.10 Compensation and Expenses. The Trustee shall be entitled to such compensation for its service and reimbursement for all reasonable expenses incurred by the Trustee in the administration of the Trust, in accordance with its agreement with the City in effect from time to time. Such compensation and expenses shall be paid from the Trust unless the City, in its discretion, elects to pay such compensation and expenses but if such amounts cannot be paid from the Trust they will be paid by the City.

5.11 Records and Statements. The Trustee shall keep accurate records of all receipts, disbursements, and other transactions affecting the Trust, which, together with the assets comprising the Trust and all evidences thereof, shall be available during the Trustee's usual business hours for inspection or for the purposes of making copies or reproductions thereof by the City, upon the City's reasonable request. The Trustee shall render to the City monthly statements of receipts, disbursements, and all transactions during the preceding month affecting the Trust. The Trustee further shall render to the City annually a statement of all assets then held by it hereunder.

5.12 Court Action Not Required. All the powers and authority herein conferred upon the Trustee shall be exercised by it without the necessity of applying to any court for leave or

confirmation. No person dealing with the Trustee shall be required to ascertain whether the Trustee shall have obtained the approval of any court or of any person to any action which it may propose to take hereunder, but every such person may rely solely upon the deed, transfer, or assurance of the Trustee.

5.13 Disputes. If a dispute arises as to the payment of any funds or delivery of any assets by the Trustee, the Trustee may withhold such payment or delivery until the dispute is resolved by a court of competent jurisdiction or finally settled in writing by the concerned parties.

ARTICLE VI

DISPOSITION OF TRUST ASSETS

6.1 Payments from the Trust. Unless and until the Plan is terminated as therein provided, the Trustee shall make payments from the Trust for the benefit of Members or to pay reasonable expenses of administering the Plan or Trust, as directed by the City or by any administrator appointed by the City.

6.2 No Reversion of Contributions. Except to the extent permitted by Sections 4.1 or 4.2, any contribution paid by the City to the Trustee hereunder shall be irrevocable, and it shall be impossible at any time for any part of the Trust's assets to revert to the City or to be used for or diverted to purposes other than for the exclusive benefit of Members or for the payment of taxes and expenses of administration except to the extent permitted by law. Subject to the foregoing provisions of this Section 6.2, any excess remaining in the Trust upon satisfaction of all liabilities and requirements of the Trustee hereunder shall be disposed of by the Trustee, as directed by the City, for such purposes as shall not adversely affect the exempt status of the Trust

under Section 501(c)(9) of the Code, which may include transfer to another trust or trusts exempt from taxation under Section 501(c)(9) of the Code.

ARTICLE VII

SUCCESSION TO THE TRUSTEESHIP

7.1 Resignation of the Trustee. Any Trustee acting hereunder may resign at any time by giving notice in writing to the City at least thirty (30) days before such resignation is to become effective, unless the City shall accept as adequate a shorter notice.

7.2 Removal of the Trustee. The City may remove, with or without cause, any Trustee acting hereunder by giving notice in writing to such Trustee at least thirty (30) days before such removal is to become effective, unless the Trustee shall accept as adequate a shorter notice.

7.3 Appointment of a Successor Trustee. If for any reason a vacancy should occur in the trusteeship, a successor Trustee shall forthwith be appointed by the City by action of duly authorized officer thereof, which successor Trustee may be either a corporation authorized to carry on a trust business or a national banking association. Any successor Trustee appointed hereunder shall execute, acknowledge, and deliver to the City and Trustee an instrument in writing accepting such appointments hereunder. Such successor Trustee thereupon shall become vested with the same title to the Trust property, and the same powers and duties with respect thereto, as are hereby vested in the original Trustee. The predecessor Trustee shall execute all such instruments and perform all such other acts as the successor Trustee shall reasonably request to effectuate the provisions hereof. The successor Trustee shall have no duty to inquire into the administration of the Trust for any period prior to its succession.

ARTICLE VIII

AMENDMENT AND TERMINATION

8.1 Right of Amendment. Subject to the provisions of Section 8.2, the City reserves the right, by means of a written instrument executed in the name of the City to amend the provisions of this Agreement in any manner, provided, however, that the powers and duties of the Trustee shall not be changed without its approval. Any such amendment shall be by written instrument executed by the City and the Trustee. Notwithstanding any provisions of this Section 8.1 to the contrary, any amendment made to this Agreement may be given retroactive effect if in the opinion of the City such amendment is necessary.

8.2 Limitation on Amendment. The City shall make no amendment to this Agreement which shall permit any part of the Trust property to revert to the Employer or be used for or be diverted to purposes other than the exclusive benefit of Members except to the extent permitted by Section 501(c)(9) of the Code and any other applicable law and as will not result in the imposition of an excise tax under Section 4976 of the Code.

8.3 Right to Terminate. The Employer has the right to terminate its contributions and the City agrees to indemnify and hold harmless the Trustee for damages suffered by the Trustee as a direct result of the City's termination of contributions. In the event of complete termination of contributions by the Employer, the Employer shall make no further contributions under the Trust, the Trust shall remain in existence, and all of the provisions of the Trust, which, in the opinion of the Trustee are necessary to the purposes of the Trust, shall remain in force, other than the provisions for contributions by the Employer, and all of the assets in the Trust on the date of

termination shall be held, administered, and distributed by the Trustee in the manner provided herein.

ARTICLE IX

MISCELLANEOUS

9.1 Validity of Agreement. The validity of this Agreement shall be determined and this Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. If any provision of this Agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement unless such illegality or invalidity prevents accomplishment of the objectives and purposes of the Trust. In the event of any such holding, the parties may immediately, and if in accordance with appropriate law retroactively, amend the Agreement as is necessary to remedy any such defect.

9.2 No Guarantees. Neither the Employer nor the Trustee guarantees the Trust from loss or depreciation, nor the payment of any amount which may become due to any person hereunder. Nothing contained in the Trust shall constitute a guarantee by the Employer, the City or the Trustee that the assets of the Trust will be sufficient to pay any benefit to any person or make any other payment; payments to be paid from the Trust are limited to the assets remaining in the Trust at the time payment is made. Prior to the time that distributions are made in conformity with the Plan and the Trust, Employees or other persons shall not receive any distribution of cash or other thing of current or exchangeable value, either from the Employer, the City, or the Trustee on account of, or as a result of the Trust fund created hereunder.

9.3 Duty to Furnish Information. The City and the Trustee each shall furnish to the other any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties imposed under any Plan or this Agreement or otherwise imposed by law.

9.4 Taxes. The Trustee shall withhold any tax which by any present or future law is required to be withheld from any payment to any Member hereunder.

9.5 Commingled Trust Fund. The fact that separate records may be maintained by the City or Trustee or any other person for each Employee or group thereof, shall not be deemed to segregate for or give to such Employee or group thereof, any direct interest in any specific assets of the Trust.

9.6 Rebates and Adjustments. Notwithstanding any provisions of this Trust to the contrary, the City may, in its discretion and to the extent permitted by Section 501(c)(9) of the Code and as would not result in the imposition of tax under Section 4976 of the Code, direct the Trustee to make administrative adjustments strictly incidental to the providing of benefits to Employees. In addition, in the event a benefit is provided or a disbursement is made from the Trust as a result of a directive from the City (or its appointee) and it is determined by the City (or its appointee) that such benefit should not have been provided or disbursement made, the City may make a contribution to reimburse the Trust or engage in efforts to seek the return of the benefit or disbursement. The Trustee shall be under no duty or obligation to inquire into the correctness of any determination made by the City resulting in a direction to the Trustee under this provision.

9.7 Specific Accounts. At no time shall any segregated account or separate fund be considered a savings account or investment or asset of any particular Employee or group thereof, and no Employee or group thereof shall have any right to any particular asset which the City or the Trustee may have allocated to any segregated account or separate fund for accounting purposes.

9.8 Inalienability of Benefits. Except as may otherwise be provided herein, the right of any Employee or other person or entity to any benefit or payment from the Trust shall not be subject to voluntary or involuntary transfer, alienation, pledge, assignment or other disposition and shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. Any attempt to transfer, alienate, pledge, assign or otherwise dispose of such right or any attempt to subject such right to attachment, execution, garnishment, sequestration or other legal or equitable process shall be null and void, unless such action is (i) approved by the City (or its appointee); and (ii) undertaken in accordance with the terms and provisions of the Plan and the Trust.

9.9 No Implied Rights. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund, trust or account thereunder, shall be construed as giving any Employee or other person or entity any legal or equitable right unless such right shall be specifically provided for in the Plan and the Trust or conferred by affirmative action of the Employer in accordance with the express written terms and provisions of the Plan and the Trust.

9.10 Status of Employment Relations. The adoption and maintenance of the Trust shall not be deemed to constitute a contract between the Employer and its Employees or any representative

thereof or to be consideration for, or an inducement or condition of, the employment of any person. Nothing contained herein shall be deemed to:

- (a) give to any Employee the right to be retained in the employ of the Employer;
- (b) affect the right of the Employer to discipline or discharge any Employee at any time; or
- (c) affect any Employee's right to terminate his employment at any time.

9.11 Uniform Application. The City shall apply the provisions and any rules, regulations and conditions adopted by it (or its appointee) in a uniform and nondiscriminatory manner in accordance with Sections 505 and 501(c)(9) of the Code, so that all persons similarly situated shall be similarly treated. In addition, all rules, regulations and conditions adopted by it must be reasonably related to the type or amount of benefit or other payment provided under the Trust and must be objectively selected and administered so as to not provide disproportionate benefits in favor of officers or highly compensated employees of the Employer or highly compensated individuals (in accordance with Sections 501(c)(9) and 505 of the Code).

9.12 Parties Bound. This Agreement shall be binding upon the parties hereto, all Employees and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them.

IN WITNESS WHEREOF, the City of Santa Clara and Washington Trust Bank have caused this Agreement to be executed by their duly authorized officers and respective seals to be hereunder affixed as of the day and year first above written.

ATTEST:

CITY OF SANTA CLARA

Bernadette DeSousa
assistant City Clerk

By Jennifer Sparacino
City Manager

Date: 9-11-01

G. M. Baum
Approved as to Form: Gary M. Baum,
Assistant City Attorney

ATTEST:

WASHINGTON TRUST BANK

Chun J. Zeng
A.V.P. & T.O.

By Janice L. Melguel, V.P. & T.O.

Date 8/17/01

By Ron G. Holland, A.V.P. & T.O.

Date: 8/17/01

Part 2

Plan Adoption Documents

Items listed in **bolded blue text** and marked with an asterisk (*) are documents that must be completed and/or signed by an authorized officer of the Plan Sponsor. Read **Plan Adoption Instructions** on page 58 for more details.

Plan Adoption Instructions	58
Plan Sponsor Contact Information Form*	59
Plan Adoption Agreement*	60
Plan Design Elections and Administration	
Addendum A: Plan Design Elections*	71
Addendum B: Participant Account Elections*	74
Addendum C: Administrative Fees Schedule, Plan Representatives, and Plan Administration Support Services	78
Investment Management	
Addendum D: Investment Management Services	83
HIPAA	
Addendum E: HIPAA Business Associate Agreement*	88

*Must be completed and/or signed by an authorized officer of the Plan Sponsor.

Capitalized terms used throughout this set of **Plan Adoption** documents and not otherwise defined herein shall have the meaning given to such terms in the other **Plan Documents**, as amended from time to time. The **Plan Documents** governing the terms and conditions of plan coverage are provided separately.

In addition to this set of **Plan Adoption** documents, you must also execute the **Trust Adoption** documents.

Plan Adoption Instructions

Please carefully follow the instructions below. All actions are required unless otherwise noted.

For your convenience, all documents are designed to be executed electronically, including the signature pages. Just follow the prompts.

Your completed Plan Adoption documents will be reviewed and countersigned by Gallagher Benefit Services, Inc. (GBS) as the HRA Service Manager. We will maintain an electronic countersigned copy and email a duplicate copy to you or your designated contact. You, as Plan Sponsor, should keep all executed documents on file.

- ☐ Page 59: **Provide your contact information:** Complete the [Plan Sponsor Contact Information](#) form.
- ☐ Page 60: **Establish your Plan:** Sign the [Plan Adoption Agreement](#).
- ☐ Page 71: **Design your Plan:** Make your [Plan Design Elections](#) (Addendum A).
- ☐ Page 74: **Define your Participant Account types:** Make your [Participant Account Elections](#) (Addendum B).
- ☐ Page 88: **Agree to terms regarding the use and/or disclosure of Protected Health Information:** Complete and sign the [HIPAA Business Associate Agreement](#) (Addendum E).

HealthInvest HRA

PLAN SPONSOR CONTACT INFORMATION

1. EMPLOYER (PLAN SPONSOR) INFORMATION

Plan Sponsor Name: _____

Plan Sponsor Address: _____
Street Address City State Zip

Plan Sponsor Phone: _____ Plan Sponsor Fax: _____

Plan Sponsor Tax Identification Number: _____

2. CONTACT INFORMATION

a) Contact for Enrollment/Payroll/Contribution Matters⁽²⁾

Contact Name: _____ Title: _____

Phone: _____ E-mail: _____

⁽²⁾ This person will receive a copy of the Plan Sponsor Welcome Kit and will be contacted by the HRA Service Manager or other Plan representative to confirm enrollment and contribution procedures.

b) Contact for General Plan Communications:⁽³⁾

Contact Name: _____ Title: _____

Phone: _____ E-mail: _____

⁽³⁾ Here please identify the principal business or administrative contact who will need to receive official Plan communications (such as Plan amendments) and other time sensitive administrative and operational communications and information. This person will receive the counter-signed Adoption Agreement and Plan Sponsor Welcome kit.

c) Contact for Plan Sponsor Account Matters:⁽⁴⁾

Contact Name: _____ Title: _____

Phone: _____ E-mail: _____

⁽⁴⁾ If applicable, please identify the administrative or operational contact who will need to receive information regarding any Plan Sponsor Account established under the Plan, such as account statements, confirmations, etc.

c) Identify Plan Sponsor's Privacy and Security Officials:⁽⁵⁾

Contact Name: _____ Title: _____

Phone: _____ E-mail: _____

Contact Name: _____ Title: _____

Phone: _____ E-mail: _____

⁽⁴⁾ Please identify the person or persons who serve as the Plan Sponsor's Privacy and Security Official for the HRA Plan. The Privacy and Security Official will be the primary contact for all HIPAA privacy and security matters affecting the Plan.

3. HRA SERVICE MANAGER INTERNAL USE ONLY (to be completed by GBS consultant)

GBS Client Consultant Name: _____

GBS Office: _____

Outside Consultant Name (if any): _____

HealthInvest HRA

PLAN ADOPTION AGREEMENT

1. **Formal Authorization and Adoption of Plan by Plan Sponsor.** The Plan Sponsor, by formal action of its governing body or other authorized action, has formally approved the establishment of an employee benefit plan pursuant to which it or its Participating Employers will make contributions to one or more health reimbursement arrangement “HRA” plans (referred to herein individually and collectively as the “Plan”) funded in a trust (the “Participating Trust”) established pursuant to a trust document provided or executed in connection herewith, as the same may be amended or restated or replaced from time to time. The Plan Sponsor has also approved the use of the GBS proprietary “HealthInvest HRA” plan documents to implement its HRA plan and the engagement of certain service providers for the HealthInvest HRA Plan to assist the Plan Sponsor in the administration of its HRA plan.

2. **Pursuant to the governing authority of the Plan Sponsor:**

(a) **HealthInvest Plan Documents.** The Plan Sponsor hereby adopts the HealthInvest HRA Plan set forth in the GBS proprietary HealthInvest HRA Plan Documents, subject to the further terms and conditions contained in this Agreement and the applicable provisions of each Plan, as the same may be amended, restated, or replaced from time to time as set forth therein. The Plan Sponsor agrees that it may utilize the HealthInvest HRA Plan Documents only while GBS is engaged hereunder and under the Plan Documents as the HRA Service Manager pursuant to hereto. Upon resignation by or removal of GBS as the HRA Service Manager as provided herein and in the Plan Documents, the Plan Sponsor shall no longer have the right to utilize the proprietary GBS HealthInvest HRA Plan Documents and agrees to indemnify and hold harmless GBS and its affiliates, agents and sub-contractors, and each of their officers, employees, successors, and assigns against all costs, expenses, liabilities and damages resulting from any use of the HealthInvest HRA Plan Documents by the Plan Sponsor or any Participating Employer after the resignation by or removal of GBS as the HRA Service Manager.

(b) **Plan Sponsor; Engagement of HRA Service Manager.** The Plan Sponsor shall serve as the plan administrator responsible for overseeing and supervising the administration of the Plan (the “Plan Administrator” or the “Administrator”) and may designate one or more representatives who may act on behalf of the Plan Sponsor in its capacity as the Plan Administrator. Without relieving the Administrator of any of its obligations under the Plan, the Plan Sponsor hereby engages Gallagher Benefit Services, Inc. (“GBS”) to provide ministerial and non-discretionary Plan Administration Support Services as specified herein and in the other Plan Documents or otherwise at the direction of the Plan Sponsor or Administrator (in such capacity, GBS shall be referred to herein and in the Plan Documents as the “HRA Service Manager”). The Plan Sponsor authorizes and directs the HRA Service Manager to assist the Administrator in the performance and execution all of the duties, powers, and responsibilities of the Administrator specifically defined in the Plan Documents, subject to the approval and direction of the Administrator or Plan Sponsor for any such duties, powers, or responsibilities that require the discretion of the Administrator or that are not otherwise specifically prescribed in the Plan

Documents, such assistance to include without limitation the specific non-discretionary and ministerial Plan Administration Support Services described in the Plan Documents. The HRA Service Manager acknowledges and agrees that the performance of the services hereunder by the HRA Service Manager and its agents and subcontractors shall be performed in a manner reasonably intended to comply with applicable law and the terms of the Plan and with a standard of care, skill, and diligence consistent with practices and procedures used in well-managed operations performing services comparable to the services to be performed by the HRA Service Manager hereunder. In addition, the HRA Service Manager will, and will cause each of its subcontractors to, obtain and maintain at its own cost all licenses and registrations required by state and federal law to operate its business and to perform the its services hereunder. The Plan Sponsor acknowledges and agrees that the appointment of the HRA Service Manager to perform its services is not intended to transfer fiduciary liability to the HRA Service Manager. To the extent the Plan Sponsor delegates duties or responsibilities to the HRA Service Manager, the HRA Service Manager is not making discretionary decisions in fulfilling those duties or responsibilities. Examples of delegated duties include, but are not limited to, the publication of a summary plan description or summary of material modifications, the implementation of other forms or literature as required, or any other delegated duties and responsibilities required for plan administration purposes. The HRA Service Manager acknowledges that to the extent the HRA Service Manager exercises discretion with respect to the operation and administration of the Plan, other than ministerial and non-discretionary Administration Support Services, the HRA Service Manager may be considered a fiduciary under certain law with regard to those discretionary decisions.

(c) Role of the HRA Service Manager. The powers and responsibilities of the HRA Service Manager specified herein and in the other Plan Documents for each Participating Trust and its underlying Plans are non-discretionary and are intended for the purpose of effecting the efficient administration of this Master Trust and each Participating Trust and Plan for the benefit of and subject to the direction or approval of the Plan Sponsor, Employer, Administrator, or Employee Representative for such Plan, as specified herein or in the Plan Documents, and such powers and responsibilities are subject to the HRA Service Manager's right to resign and the Plan Sponsor's right to remove the HRA Service Manager under the applicable Plan Adoption Agreement.

(d) Execution of Master Trust. The Plan Sponsor agrees to execute and direct the authorized signatory for the Participating Trust to execute the Master Trust Adoption Agreement pursuant to which the Participating Trust adopts and enters into the Master Trust, through which the Master Trustee will serve as a custodian and directed trustee on behalf of the Participating Trust and the Plan.

(e) Investment Manager. The Plan Sponsor hereby agrees to the appointment and engagement of the investment management firm identified in Addendum D (the "Investment Manager"), as a fiduciary and, if the Plan is governed by ERISA, as an ERISA 3(38) or 3(21) investment manager, as applicable, with respect to the services expressly set forth in Addendum D or in a contract between the Plan Sponsor and the Investment Manager described in or attached to Addendum D (the "Investment Management Contract"). The authority and responsibility of Investment Manager in such capacity shall be subject to the terms and conditions set forth in the Investment

Management Contract, and except as expressly provided in the Investment Management Contract and the Master Trust. Nothing in this Plan Adoption Agreement or the HealthInvest Plan Documents authorizes the Investment Manager to participate in, exercise or perform, and the Investment Manager shall not be responsible for nor participate in, exercise or perform, any duties or matters except as set forth in the Investment Management Contract. Except as specifically set forth in the Investment Management Contract, the HRA Service Manager shall have no duty to the Plan Sponsor, Participating Employers, Participants or any covered individual or beneficiary under the Plan to monitor the performance of such Investment Manager.

(f) Subcontractors of HRA Service Manager. In addition to the appointment of the Master Trustee, the Investment Manager, and any other agents or subcontractors directly engaged by the Plan Sponsor or Plan Administrator to perform services under the Plan, the Plan Sponsor hereby authorizes the HRA Service Manager to designate one or more agents or sub-contractors to carry out any administrative services to be performed by the HRA Service Manager, including one or more HealthInvest Plan Representatives identified in Addendum C attached hereto to provide record-keeping, financial and regulatory reporting, customer service, and claims and contribution processing services. The Plan Sponsor authorizes the HRA Service Manager, and the HRA Service Manager agrees, to engage or change and otherwise deal directly with all such agents or sub-contractors, as specified in the Plan Documents, and further authorizes the HRA Service Manager to arrange for the reasonable and necessary compensation and expenses of all Plan service providers (including those engaged directly by the Plan Sponsor or the Administrator) to be paid out of the fees of the HRA Service Manager or out of Plan assets by assessment of Participant Accounts and Employer Accounts, as Plan administration expenses, all of which are either (i) identified as Administrative Fees and Expenses in Addendum C hereto or (ii) otherwise approved in writing by the Plan Sponsor to be properly payable out of Plan assets.

(g) Contributions from Plan Sponsor. The Plan Sponsor hereby agrees to contribute to a custodial account established by the Master Trustee, and directs the HRA Service Manager to cause all Plan and Trust assets to be deposited, invested, and distributed in accordance with and subject to the provisions, limitations, and requirements, of the Plan Documents. Contributions to the Plan shall be deposited with the Master Trustee directly from the Plan Sponsor by wire transfer or as otherwise directed by the Plan Sponsor in writing. Plan assets held with the Master Trustee may be registered or deposited in the name of the Master Trustee, the HRA Service Manager, or other custodian, nominee, or agent, without disclosing the name of the Plan Sponsor, the Administrator, or the Plan and, for any Accounts allocated to individual Participants and Employers for directed investing, shall be invested based upon the investment directions of such Participants and Employers.

(h) Plan Document Amendments. It is understood and agreed by the Plan Sponsor that the GBS proprietary HealthInvest HRA Plan Documents, as amended, restated, or replaced from time to time, will be used by multiple plan sponsors and employers who have adopted the HealthInvest HRA Plan and for which the HRA Service Manager and other service providers to the Plan provide Plan Administrative Support Services, and that unilateral amendments requested by the Plan Sponsor may not be accepted by the HRA Service Manager if the HRA Service Manager determines that it

would be unable to amend all such plans or would be unable to effectively provide such services to the Plan Sponsor's plan or plans of other plan sponsors in the light of such proposed amendment. Accordingly, any Plan amendment proposed by the Plan Sponsor must be submitted to the HRA Service Manager, and such amendment shall not take effect until the HRA Service Manager delivers written acceptance of such amendment. The Plan Sponsor's right to unilaterally amend the Plan is subject to the HRA Service Manager's right to resign and the Plan Sponsor's right to remove the HRA Service Manager pursuant hereto and the Plan Documents.

(i) Resignation or Removal of HRA Service Manager. The HRA Service Manager may resign and terminate this Plan Adoption Agreement at any time by giving notice in writing to the Plan Sponsor at least one hundred-eighty (180) days before such resignation is to become effective, unless such notice is waived by the Plan Sponsor. The Plan Sponsor may remove the HRA Service Manager and terminate this Plan Adoption Agreement, with or without cause, by giving notice in writing to the HRA Service Manager at least one hundred-eighty (180) days before such removal is to become effective, unless such notice is waived by the HRA Service Manager. The Plan Sponsor may remove the HRA Service Manager if it objects to any amendments to the Plan Documents by giving notice in writing to the HRA Service Manager at least thirty (30) days before such removal is to become effective, unless such notice is waived by the HRA Service Manager. If the HRA Service Manager resigns or is removed for any reason, the Plan Sponsor shall transfer all Plan assets pursuant to the provisions of Plan Documents prior to the effective date of such resignation or removal, unless a longer time period for transfer is agreed upon in writing between the HRA Service Manager and the Plan Sponsor. The HRA Service Manager shall not be liable for the acts or omissions of any Administrator or successor service provider to the HRA Service Manager providing similar services to the Plan, and, to the fullest extent permitted by applicable law, the Plan Sponsor indemnifies and holds harmless the HRA Service Manager for any losses, damages, or other liability incurred by the HRA Service Manager as a result of the actions or omissions of any Administrator or successor service provider to the HRA Service Manager providing similar services to the Plan. The HRA Service Manager shall not be liable for the acts or omissions of any Administrator or successor service provider to the HRA Service Manager providing similar services to the Plan, and the Plan Sponsor indemnifies and holds harmless the HRA Service Manager for any losses, damages, or other liability incurred by the HRA Service Manager as a result of the actions or omissions of any Administrator or successor service provider to the HRA Service Manager providing similar services to the Plan to the fullest extent permitted by applicable law. The Plan Sponsor's right to remove or replace the HRA Service Manager and certain other HealthInvest Plan Representatives may be subject to certain requirements set forth in the Plan Documents.

(j) Other Plan Representatives. Neither the Administrator nor the Plan Sponsor shall have the authority to remove a Plan Representative that has been engaged directly by the HRA Service Manager as a subcontractor of the HRA Service Manager to perform services or fulfill some or all of the responsibilities or obligations of HRA Service Manager under the Plan; provided, however, that if the Plan Sponsor removes a HealthInvest Plan Representative, the Plan Sponsor shall transfer all Plan assets pursuant to the provisions of Section 8.2 prior to the effective date of such removal, unless the transfer period requirement is waived or a longer time period for transfer is agreed upon in writing by the

HRA Service Manager. Resignation, removal, and replacement of a Plan Representative that was engaged directly by the Plan Sponsor or Administrator in a separate written agreement shall be determined according to any rules, policies, procedures, or contractual arrangements between the Plan Sponsor and such Plan Representative.

(k) Wind-down; Successor Service Provider. In connection with any termination of this Plan Adoption Agreement by either party hereto, the HRA Service Manager will use best efforts to cooperate with the Plan Sponsor and any Administrator or service provider that is the successor to the HRA Service Manager to comply with reasonable requests to accomplish an orderly transition of business and, on or before the termination date, transfer of functions, books, records, documentation, data, monies and other plan assets. Prior to the termination date, the HRA Service Manager will provide all necessary staff, services, and assistance required for such orderly transfer, including participation by appropriate personnel in periodic conference calls to effect a smooth transition. For a period of seven years following any termination of this Plan Adoption Agreement, the HRA Service Manager will (i) maintain all participant-level paperwork and documentation and, upon request and at the Plan Sponsor's expense, deliver or make-available to the Plan Sponsor all or any portion of such paperwork and documentation in a manner reasonable acceptable to Plan Sponsor and (ii) cooperate and assist with any audit, examination, review, or inspection of the Plan Sponsor's HRA Plan for which the HRA Service Manager is maintaining such records.

3. Plan Design. Specific terms of the Plan, including the Plan Effective Date, Plan Year, revocability options, the class or classes of employees to be covered by the Plan, and the contribution policies for each class of employees, are specified in Addendums A and B hereto. The Plan Sponsor agrees that, annually, and otherwise upon the reasonable request from the HRA Service Manager, the Plan Sponsor will provide the HRA Service Manager with any census reports, current collective bargaining agreements, employment contracts, employer policies, or other information requested by the HRA Service Manager to assist the HRA Service Manager in the performance of its duties under the Plan Documents. The Plan Sponsor further agrees that the HRA Service Manager shall have the right to rely on information provided by the Plan Sponsor with respect to employee eligibility and contribution funding policies in the performance of its duties hereunder and under the Plan Documents but shall have no obligation to confirm the Plan Sponsor's or a Participating Employer's compliance with such agreements, contracts, or policies or whether such agreements, contracts, or policies comply with applicable law.

4. Contributions.

(a) The Plan Sponsor acknowledges and agrees that contribution(s) to the Plan will be made in accordance with obligations, policies or procedures that have been incurred or established by the Plan Sponsor or Participating Employers (pursuant to contractual agreements, collective bargaining, employer policy, or otherwise) and that neither the HRA Service Manager, nor its officers, representatives, employees, agents, or sub-contractors, or anyone acting on behalf of or with respect to the Plan, has the right, duty or power to determine the amount to be contributed or to collect the amount to be contributed.

(b) The Plan Sponsor acknowledges and agrees that, except for premiums for COBRA continuation coverage or mandatory or other forms of employee contributions

permitted by applicable law, no direct or indirect employee contributions or salary reduction contributions will be made to the Plan based upon voluntary elections by individual employees.

(c) At the time any contribution is made to the Plan, the Plan Sponsor or Participating Employer shall direct the HRA Service Manager as to the amount of such contribution to be allocated to each Participant Account and to any Employer Account. If there is a predetermined method or formula for such allocations set forth in Addendums A and B, the Plan Sponsor's or Participating Employer's allocation instruction shall be consistent therewith. However, the Plan Sponsor acknowledges and agrees that it shall be the Plan Sponsor's and/or Participating Employer's responsibility to determine the amount allocated to each Participant Account and any Employer Account, and the HRA Service Manager shall make such allocations solely in accordance with the Plan and the Plan Sponsor's or Participating Employer's specific directions and shall not be required to verify that such contribution instructions are consistent with Addendums A and B.

5. Indemnification and Liability. The Plan Sponsor and the HRA Service Manager (each an Indemnifying Party) agree, to the fullest extent permitted by applicable law, to indemnify and hold harmless the other (the "Indemnified Party") and its affiliates, agents and sub-contractors, and each of their officers, employees, successors, and assigns against all costs, expenses, liabilities and damages ("Losses") resulting from any negligent action or inaction, intentional misconduct, or breach of this Plan Adoption Agreement, the Plan, any Plan Document, or violation of any applicable law or rules, policies or procedures established or adopted in connection therewith on the part of the Indemnifying Party, or any of its officers, employees, agents, or Participating Employers (if applicable). Neither the HRA Service Manager, nor any agent or sub-contractor of the HRA Service Manager, nor any of their affiliates, officers, employees, successors, or assigns, shall have any liability, duty or other obligation with respect to actions or omissions of the Plan Sponsor or any of its Participating Employers (including incomplete or incorrect data provided by the Plan Sponsor or any Participating Employer or Participant) or of any custodian, trustee, investment advisor or other service provider that is not acting under the direction or control of the HRA Service Manager. Notwithstanding anything in this Plan Adoption Agreement to the contrary, neither Indemnifying Party shall be liable for any punitive, consequential, special, or indirect Losses, whether or not the likelihood of such Losses was known by that party. Furthermore, the aggregate liability hereunder of either Indemnifying Party to the other for claimed Losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

6. No Guarantees. The Plan Sponsor acknowledges and agrees that there may be loss or depreciation of the value of any investment due to the fluctuation of market values and that neither the HRA Service Manager, Investment Manager, nor any other service provider to the Plan guarantees the Plan or any Participant Account or Employer Account thereof from loss or decline in value, or the payment of any amount that may become due to any person thereunder. Nothing contained in the Plan or any trust document shall constitute a guarantee by the HRA Service Manager, Investment Manager, or any other person that the assets of the Plan will be sufficient to pay any benefit to any person or make any other payment; payments to be paid to Participants or the Plan Sponsor or a Participating Employer from the Plan are limited to the assets remaining in the applicable Participant Account or Employer Account at the time payment is made and such other limits as may apply based upon the Plan Sponsor's plan design and applicable law.

7. **Compensation and Expenses.** The Plan Sponsor accepts and agrees to the schedule of fees and expenses set forth in Addendum C and acknowledges and agrees that, to the extent permitted by law, and except as otherwise specified in Addendum C, such fees and expenses will be paid out of Plan assets, to be allocated to Participant Accounts and Employer Accounts in the manner described in Addendum C or as otherwise determined by the Plan Sponsor. The HRA Service Manager shall provide the Plan Sponsor advance written notice of any increase or decrease in fees or expenses of the Plan, including any increases or decreases attributable to changes in elections under this Agreement, and the Plan Sponsor agrees that it shall be deemed to have approved any such change in fees or expenses, subject to the Plan Sponsor's right to remove the HRA Service Manager and the HRA Service Manager's right to resign as provided herein and in the Plan document.

8. **Plan Sponsor Amendments to Plan Elections.** The Plan Sponsor may amend its elections under this Plan Adoption Agreement at any time, provided, however, that (1) no such amendment may be inconsistent with the terms of the Plan, (2) any such amendment shall be subject to acceptance by the HRA Service Manager (including confirmation that the HRA Service Manager can continue to provide Plan Administration Support Services on behalf of the Plan Sponsor and participating plan sponsors) and the Plan Sponsor's acceptance of any additional fees or charges that may result from such changes by the Plan Sponsor in its Plan elections, (3) to the extent that contributions have been made on behalf of any Participant and have vested prior to the effective date of the amendment, such amendment may not increase the term of any vesting schedule with respect to such contributions, unless participant or his or her bargaining representative agree to the increase and (4) with respect to Plan contributions made before the effective date of the amendment, such amendment may not modify the revocability elections of Addendum A hereto to allow additional amounts to be returned to the Plan Sponsor.

9. **Governing Documents.** The Plan Sponsor hereby adopts and establishes such rules, policies and procedures as are set forth in the Plan Documents or Plan forms and materials, as the same may be amended from time to time. To the extent not set forth therein, and subject to the Plan Sponsor's right to remove the HRA Service Manager herein and in the Plan Documents, the HRA Service Manager is hereby authorized and directed to establish such rules, policies, practices and procedures, and amendments to the Plan Documents as it deems appropriate for the administration of the Plan, all of which shall govern the Plan and be binding upon the Plan Sponsor, Plan Administrator, Participating Employers, Participants, and other individuals who may be entitled to Benefits from a Participant Account.

10. **Construction of Documents.** The Plan, the Plan Adoption Agreement, and each Enrollment File are all parts of a single, integrated employee benefit system and shall be construed together. Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine. Any written document referenced herein, including any Plan Document, shall mean such document as amended and restated from time to time.

11. **Terms Incorporated by Reference; Conflicting Provisions.** Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the other applicable Plan Documents. In the event there is a conflict among the terms of two or more documents or in the definition ascribed to any term in two or more documents, interpretation shall

be determined by reference first to the Plan Sponsor Contract (defined below), if any, then to the Master Trust, then to the Master Trust Adoption Agreement, then the applicable HRA Plan Document, then to the Summary Plan Description, then to this Plan Adoption Agreement, then to the applicable Enrollment File, and then to the Participating Trust Document.

12. Prior or Contemporaneous Agreements.

- (a) Except as provided in subsection (b) of this Section, this Plan Adoption Agreement supersedes all prior or contemporaneous agreements or understandings between the Plan Sponsor and GBS, whether oral or written, regarding the matters pertaining hereto that are not specifically referenced and made a part of this Plan Adoption Agreement. This Plan Adoption Agreement may be amended only in writing, and no purported oral agreement or understanding, or conduct or course of conduct, will be binding on any party hereto, unless reduced to writing and executed by authorized officers of all parties hereto. If the Plan Sponsor and GBS have entered into a separate written agreement governing the terms and conditions of GBS's services as the HRA Service Manager for the Plan Sponsor, such agreement shall be referred to herein as the "Plan Sponsor Contract" and attached hereto as Addendum F. In the event of a conflict between this Plan Adoption Agreement and the Plan Sponsor Contract, the terms of the Plan Sponsor Contract, shall at the election of either the Plan Sponsor or GBS, control.

13. Notices. Any notice required or permitted under this Agreement or the Plan Documents shall be in writing and shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below and in Addendum C with respect to the Investment Manager and in the other Plan Documents for any other Plan Representative engaged directly by the Plan Sponsor.

- (a) The address for delivery of all communications to the Plan Sponsor are set forth on the Plan Sponsor Data Sheet attached to this Plan Adoption Agreement.

- (b) The address for delivery of all communications to the HRA Service Manager shall be:

ATTN: HRA Service Manager
Gallagher Benefit Services, Inc.
906 West 2nd Avenue Suite 400
Spokane, WA 99201-4502
(509) 838-5571

13. HIPAA Requirements and Certification; Applicability of State Laws; and Applicability of Nondiscrimination Rules.

- (a) Plan Sponsor acknowledges that the Plan is a "Covered Entity" and meets the definition of a "Health Plan," as such terms are defined under the Health Insurance Portability and Accountability Act of 1996, as the same may be amended from time to time ("HIPAA") and the regulations thereunder, as the same may be amended from time to time

("HIPAA Regulations"). The Plan Sponsor agrees to execute the HIPAA Business Associate Agreement attached hereto as Addendum E and to execute any amendments thereto or replacements thereof as required by law. Plan Sponsor and its Participating Employers may be required to adopt certain policies and procedures on behalf of the Plans that are prescribed by HIPAA and the HIPAA Regulations. Plan Sponsor accepts responsibility for compliance with HIPAA and the HIPAA Regulations for itself and on behalf of any Participating Employers. The Plan Sponsor hereby acknowledges that the Plan incorporates the provisions of 45 C.F.R. § 164.504(f)(2)(ii), and the Plan Sponsor hereby agrees to the conditions of disclosure described therein.

(b) Plan Sponsor acknowledges that various state laws applicable to the Plan Sponsor or Participating Employers may affect certain aspects of the Plan or the Plan Sponsor's ability to adopt the Plan. These may include, without limitation, state laws regarding the investment of public funds, the permissibility of the Plan Sponsor to act as a trustee or fiduciary, conflicts with other statutory or state-sponsored plans, state agency reporting requirements, and the applicability of state income taxes. Plan Sponsor should seek the advice of its own legal or tax counsel for such state-law issues.

(c) Plan Sponsor acknowledges that IRC § 105(h) prescribes nondiscrimination rules with respect to eligibility and the contributions to and benefits of the Plan. Plan Sponsor acknowledges that neither the HRA Service Manager, nor any of its affiliates, sub-contractors, agents, representatives, officers, or employees accepts any responsibility for Plan Sponsor's compliance with IRC § 105(h) and that the Plan Sponsor will review its own collective bargaining agreements, and eligibility and contribution policies with its own legal and tax counsel to confirm compliance with these legal requirements.

14. Counterparts. This Plan Adoption Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together will constitute one and the same agreement. Facsimile delivery transmission or electronic delivery in portable document formation (".pdf") or tagged image formation (".tiff") by any party hereto of its executed counterpart shall constitute the valid and binding execution hereof by such party. The Plan Sponsor and HRA Service Manager agree that electronic signatures constitute a valid and binding execution by the party electronically signing this Plan Adoption Agreement.

15. Assignability. This Agreement calls for the personal services of the HRA Service Manager and for certain financial and other specified obligations of Plan Sponsor. The HRA Service Provider shall not assign its rights or obligations hereunder, without the prior written consent of the Plan Sponsor. The Plan Sponsor shall not assign its rights or obligations hereunder, without the prior written consent of the HRA Service Provider. Notwithstanding the foregoing, the HRA Service Provider shall have the right to assign this Agreement to any successor to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any entity owned or controlled by Arthur J. Gallagher & Co., without the prior consent of the Plan Sponsor.

17. Successors and Assigns. This Plan Adoption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns to the extent permitted hereby.

16. Governing Law; Jurisdiction. This Plan Adoption Agreement shall in all respects be interpreted, enforced and governed in and under the laws of the State of Washington, without reference to choice of law principles. Should any provision of this Plan Adoption Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts shall not be affected thereby and the illegal or invalid part shall be deemed not to be a part of this Plan Adoption Agreement. Any dispute arising under or in connection with this Plan adoption Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Washington.

IN WITNESS WHEREOF, the Plan Sponsor hereby executes and delivers this Plan Adoption Agreement, as evidenced by the signature below of authorized officer thereof and upon written acceptance by the HRA Service Manager below, shall be effective as of the Plan Effective Date.

Name of Plan Sponsor:

As "Plan Sponsor" and "Administrator"

By: _____
authorized signatory

Printed Name: _____

Title: _____

Dated: _____

Accepted by the HRA Service Manager

Gallagher Benefit Services, Inc.

As the HRA Service Manager

By: _____
authorized signatory

Printed Name: _____

Title: _____

Dated: _____

ADDENDUM A

Plan Design Elections and Administration

HealthInvest HRA

PLAN DESIGN ELECTIONS

Plan Sponsor agrees to deliver to the HRA Service Manager written amendments to this Addendum A from time to time as employee groups to be covered by the Plan and eligibility requirements change.

General Plan Options

1. **Effective Date.** The Plan Effective Date for the Plan shall be

_____.

2. **Plan Year.** For regulatory reporting and compliance under federal law, the HealthInvest HRA Plan Year is based upon the calendar year. Depending on the date of adoption, the first Plan Year for certain Plans may be less than 12 months.

3. **Transfers.** [check one only]

(a) ☐ No transfer of assets from another plan is contemplated.

(b) ☐ The following transfer of assets from one or more other plans is contemplated:
[describe]*

**Transfers of assets from other plans shall be on terms acceptable to, and pursuant to rules, policies and procedures established by, the HRA Service Manager.*

4. **Employer Account(s).** [check one only]

An Employer Account can be used to hold assets to be applied to future obligations or contributions of the employer and/or to offset other post-employment benefits (OPEB) liabilities resulting from Governmental Accounting Standards Board Statement No. 74/75 (GASB 74/75) accounting rules. An Employer Account, if established, can also be used for the purpose of accepting Participant Account forfeitures due to a Participant's death, failure to meet vesting requirements, if any, and other terms and conditions of the Plan.

(a) ☐ Plan Sponsor is establishing one or more Employer Accounts for itself or establishing one or more Employer Accounts as elected by each Participating Employer.

(b) ☐ Plan Sponsor is not establishing any Employer Account.

5. **Limited Reversion and Revocability Elections.**¹ No Plan assets (other than contributions made by mistake of fact or administrative error) shall be returned to the Plan Sponsor except upon satisfaction of all liabilities to provide benefits under the Plan and in the following additional circumstances. [check any one or more, or check “none of the above”]

☐ Plan assets allocated to any Employer Account may be returned to the Plan Sponsor or Participating Employer, as applicable, at any time, to the extent permitted by the applicable Participating Trust. (If this option is selected, Plan assets may not be counted as employer assets for meeting the requirements of GASB 74/75.)

☐ All Plan assets, or the portion thereof allocable to a designated class of Participants, may be returned to the Plan Sponsor for the purpose of providing health benefits to Participants, or such class of Participants, under a successor health plan, to the extent permitted by the applicable Participating Trust.

☐ All forfeited Plan assets, or the portion thereof allocable to a designated class of Participants, may be returned to the Plan Sponsor at any time to the extent permitted by the applicable Participating Trust.

☐ Other (specify). _____

☐ None of the above.

The Plan Sponsor certifies that the reversion and revocability elections above are permitted by the Participating Trust and the Plan Sponsor assumes, and holds the Master Trustee and HRA Service Manager harmless from, all liability, including adverse tax consequences associated with such elections.

6. **Participant Account Types.** The Plan Sponsor shall designate the description, eligibility, benefits, and other approved terms and conditions for one or more Participant Account types to be established for each employee group of Participating Employer as described in Addendum B.

7. **Please specify** below any other specific instructions or Plan limitations.
[Subject to acceptance of such terms by the HRA Service Manager]

¹ Reversion elections are not permitted for plan assets funded through a VEBA trust and may not be permitted by the terms of other types of trust instruments. Plan Sponsors should consult with legal counsel.

ADDENDUM B

Participant Account Elections

In this Addendum, follow the instructions to make elections for each Participant Account Type.

HealthInvest HRA

INSTRUCTIONS FOR PARTICIPANT ACCOUNT ELECTIONS

This Addendum B allows a Plan Sponsor to:

- Establish one or more Participant Account types
- Indicate which eligible Employee group(s) will be receiving contributions to one or more Participant Account types
- Provide a brief description for each Participant Account type as you would want it to appear on Participant Communication. Descriptions are usually based on either the type of contribution, type of coverage, or eligible employee group. For example: Monthly Contributions (In-service Benefits); Annual Contributions (Post-separation Benefits Subject to Vesting); Separation Pay; Executive Premium-only Coverage; Administrators; Professional Staff; Support Staff; etc.
- Choose the benefits for each Participant Account type

The number of Participant Account types a Plan Sponsor establishes may be dependent upon its chosen or negotiated Plan design, compliance with certain Affordable Care Act (ACA) rules, or compliance with applicable nondiscrimination rules when making contributions on behalf of highly compensated individuals (HCIs), etc.

Participant Account Types.

For the City of Santa Clara's plan, the primary Participant Account Type is Integrated Post-separation coverage for Participants who are enrolled in the City's group health plan or another qualified group health plan at the time the City is making contributions on their behalf. These Participants will not be subject to claims limitation or suspension if they are rehired by the City after their initial separation from employment.

Participants who are not enrolled in the City's group health plan or another qualified group health plan at the time the City is making contributions on their behalf, will receive contributions into a Non-Integrated Post-separation Account. These Participants will be subject to limited claims eligibility status during any period of re-employment by the City after their initial separation from employment.

Claims eligibility for both Participant Account Types is also subject to additional eligibility requirements imposed by the City.

The City may change or add additional groups or Participant Account types at any time (including In-service HRA coverage or Post-separation Premium-only coverage for highly compensated groups, etc.) subject to approval of the HRA Service Manager.

On the Enrollment File for each eligible group, the Plan Sponsor or Participating Employer must specify the one or more Participant Account types into which the Participants are enrolling. The Plan Sponsor must also submit separate or combined contribution remittance reports specifying each Participant Account type into which contributions are

being made based upon the number (division code) assigned to each Participant Account type by the HRA Service Manager (*e.g.*, “001”, “002” or “003”, *etc.*).

ADDENDUM C

**Administrative Fee Schedule, Plan
Representatives, and Plan Administration
Support Services**

HealthInvest HRA Plan

ADMINISTRATIVE FEE SCHEDULE

Pursuant to this HealthInvest HRA Plan Adoption Packet, the City is adopting the HealthInvest HRA program for its VEBA MRA Plan. The City acknowledges and agrees that the HRA Service Manager and other service providers, including the HealthInvest HRA Plan Representatives listed below (“Existing Plan Service Providers”), are currently providing some services to the City for its VEBA MRA Plan and are paid separately either from plan assets or directly by the City pursuant to contracts of agreements directly between the City and such Existing Plan Service Provider.

The following schedule of administrative fees or as otherwise contracted with Existing Plan Service Providers will apply. Administrative fees listed below or per Existing Service Provider Contract include all Plan Administration Support Services described below.

1. **Monthly Per Participant Account Fee:**

This amount will be deducted once per calendar month from Participant Accounts unless Employer elects below to pay this fee.

- ☐ Check here if Employer will pay. Monthly account fees will be invoiced to Employer monthly. Invoiced amounts shall be due and payable by Employer within 30 days.

2. **Annualized Participant Account Fee:**

This fee will be prorated and deducted from Participant Accounts on a daily basis at a rate of 1/365 of the listed annualized fee unless Employer elects below to pay this fee.

- ☐ Check here if Employer will pay. Annualized participant fees will be calculated and invoiced to Employer monthly. Invoiced amounts shall be due and payable by Employer within 30 days.

3. **Flat Monthly Administration Fee:**

The City will be billed a flat monthly fee of \$2,500. Total not to exceed annual contract costs will be Thirty Thousand Dollars and No Cents (\$30,000), subject to budget appropriations.

4. **Employer Set-up Fee:**

Employer will be invoiced at time of Plan adoption. Invoiced amounts shall be due and payable by Employer within 30 days.

5. **Employer Annual Fee:**

Employer will be invoiced beginning in year two and each year thereafter. Invoiced amounts shall be due and payable by Employer within 30 days.

6. **Trust-level Expenses:**

Expenses related to the overall operation of the Plan Sponsor Trust, legal fees, custodial and banking, and audit services, and other expenses incurred as part of the administration of the Trust.

☐ Check here if Employer will pay.

☐ Check here if Trust-level Expenses should be split equally among Employer's Participant Accounts.

7. **Termination/Transfer Fee:**

Employer will be invoiced at the time of termination/transfer. Invoiced amounts shall be due and payable by Employer within 30 days.

8. **Annual Patient-Centered Outcomes Research Institute (PCORI) Fee:**

The PCORI Fee is an annual per-participant fee assessed by the federal government as required under federal healthcare reform regulations. The PCORI fee increases each year (through Plan Years beginning in 2019) based on increase in the projected per capita amount of national health expenditures.

For non-ERISA Plans that are subject to this fee, the account of any Participant who is eligible to file claims will be charged a prorated portion of this annual fee once every three months during the Plan Year beginning in 2017 through the Plan Year beginning in 2019, or as otherwise mandated by federal law.

For ERISA-governed plans that are subject to this fee, the fee will be calculated by the HRA Service Manager and payable by the Plan Sponsor. The fee applies to claims-eligible participants only and does not include their spouses and dependents. The amounts collected will be remitted to the federal government to fund patient-centered outcomes research.

This Administrative Fee Schedule does not include investment fund operating expenses. Fund operating expenses vary by fund and are expressed in Plan literature as an annualized percentage of assets. Fund operating expenses are applied at the fund level.

PLAN REPRESENTATIVES

- **Gallagher Benefits Services, Inc. (“GBS”)**, in its capacity as the HRA Service Manager and subcontractor of GBS.
- **Washington Trust Bank**, in its capacity as the Master Trustee.
- **Gallagher Fiduciary Advisors, LLC**, in its capacity as the Investment Manager for Plans utilizing the HealthInvest HRA Standard Fund Lineup.
- Any other Plan Representative that is required for the uniform management and administration of the HealthInvest HRA Plan and which is identified in the Plan Adoption Agreement or otherwise designated in writing by the HRA Service Manager as a HealthInvest Plan Representative.

PLAN ADMINISTRATION SUPPORT SERVICES

Plan Administration Support Services that may be provided by the HRA Service Manager or any subcontractor of the HRA Service Manager shall include non-discretionary assistance and support for the Administrator in the performance of all duties, powers, and responsibilities of the Administrator specifically set forth in the Plan Documents, policies, or procedures, and other Plan forms and materials and other non-discretionary duties powers, and responsibilities approved or directed by the Plan Sponsor from time to time, including without limitation the following administration support services:

1. Provide assistance to Plan Sponsor and Participating Employers with Plan design elections and completion of plan adoption documents.
2. Provide Plan Sponsor and Participating Employers with Plan adoption/welcome package after receipt of a completed adoption agreement in good order.
3. Design and print Plan literature (including, but not limited to, enrollment forms, claim forms, Investment allocation forms, question-and-answer forms, Plan Summary/Summary Plan Description, etc.).
4. Maintain an inventory of necessary forms and literature
5. Draft, create, and make any changes to Plan documents, Plan forms, Plan materials, Plan literature, and Plan policies and procedures as are routine, desirable, or necessary to improve the efficiency and effectiveness of the operation of the Plan, clarify ambiguities for the benefit of the Administrator, Plan Sponsor, or Eligible Participants, and to comply with applicable legal requirements.
6. Assist with communication between, and coordinate the activities of, all subcontractors and service providers to the Plan.
7. Facilitate payment of operating expenses of the Plan in accordance with the Plan Documents and direction of the Administrator.
8. Provide reasonable assistance and services necessary to obtain or make all necessary regulatory or other governmental filings, registrations and approvals for this Plan,

including providing the following information and reports to the Plan Sponsor and Participating Employers:

- Quarterly fund activity summary – Covers contributions, Investment earnings, and distributions for all participating employees on an aggregate basis;
 - Quarterly and annual trust statements – Includes balance sheets, as well as income and expense statements;
 - Disbursement Report – Quarterly report containing aggregate claims paid by category: medical, dental, vision, prescriptions and premiums;
 - Other reports – The third-party administration service provider will provide other reports that are reasonable and customary, including transaction reports confirming contributions.
9. Maintain and provide access to all records of the custodian, the HRA Service Manager and others relative to the Plan as needed for Plan and Trust audits.
 10. Provide recordkeeping services for Participant and Employer Accounts.
 11. Provide ministerial claims reimbursement services to Participants and Employers (for Employer Accounts). Claims reimbursement services include determination if a receipt is valid and covers a qualified expense under IRC § 213(d), and delivery of all applicable notices required in the Plan document. Any determination on appeal requiring discretion must be approved in writing by the Administrator. Claims reimbursement services may include a healthcare debit card for participants to use for certain permitted expenses, as negotiated and subject to terms and conditions of the card vendor.
 12. Provide customer service and assistance to Participants regarding education and enrollment, Plan benefits, investment allocations, website and other Plan questions and assistance.
 13. Provide technical, compliance, and educational support to the Plan Sponsor and Participating Employers and Eligible Participants.
 14. Draft periodic Plan Sponsor/Participating Employer and Participant communications regarding legal and compliance updates, participant rights and responsibilities, and reminders regarding Plan benefits, policies, and procedures, etc.
 15. Prepare and deliver notices and documents to Participants and Plan Sponsor/Participating Employers, as necessary, desirable, or required by law, including, but not limited to, communications contemplated for in the Investment Management Services described in Exhibit D, or as otherwise agreed.
 16. Recommend and implement operational and compliance policies and procedures for the effective and efficient and compliant operation of the Plan.
 17. Provide custodian and transfer agent services with respect to all Plan assets.
 18. Assist with the investigation of errors reported to the Plan by a Plan Sponsor, Employer, or Participant.

ADDENDUM D

Investment Management Services

Following this page is a copy or description of the Investment Management Contract between the Plan Sponsor and the Investment Manager appointed by the Plan Sponsor as provided under Section 2(e) of the Plan Adoption Agreement.

HealthInvest HRA

INVESTMENT MANAGEMENT SCOPE OF SERVICES

Pursuant to the Plan Adoption Agreement, the Plan Sponsor has agreed to the appointment and engagement of Gallagher Fiduciary Advisors, LLC (“GFA”), a wholly-owned subsidiary of GBS to perform the services specifically described in this Addendum D and subject to the terms and conditions set forth in this Addendum D and elsewhere in this Plan Adoption Agreement. As a fiduciary, GFA shall provide the following services regarding the Assets to the HealthInvest HRA Service Manager:

(a) Develop a Statement of Investment Objectives (the “Statement”) or review and revise, as appropriate, the existing Statement.

(b) Report to the HRA Service Manager on a quarterly basis the performance of each Investment Manager in the HealthInvest HRA fund lineup. This includes providing a quarterly evaluation report in writing. In addition, GFA will attend one meeting by telephone per year with the HRA Service Manager. Each report shall set forth separately the performance of each Investment Manager, including an evaluation of the returns achieved against suitable benchmarks for performance and risk. GFA hereby gives the HRA Service Manager permission and authority to deliver a current copy of such written reports to the Plan Sponsor either in hard copy or electronic form and to make a copy of the same available to the Plan Sponsor on the HealthInvest HRA Plan website or employer portal.

(c) Evaluate and report to the HealthInvest HRA Manager on the investment impact of plan amendments that may be considered, subject to receipt of reasonable advance notice of proposed amendments and sufficient additional input from the Trustees and appropriate Service Providers.

(d) Evaluate and decide which, if any, of the Investment Managers is appropriate to manage which, if any, portion of the Assets, consistent with the Statement and with the investment guidelines.

(e) Identify, evaluate and select additional Investment Managers (including, as appropriate, one or more “transition managers” to effectuate the transfer of Assets among Investment Managers in the event of the termination or addition of a Manager or a reallocation of the assets) and/or Pooled Investment Funds consistent with the Statement including but not limited to selection of investment funds to which the Plan’s participants may direct their accounts. Identification, evaluation and selection will include Pooled Investment Funds the underlying assets of which are considered to be Assets of the Plan under ERISA (if the Plan is governed by ERISA), for which GFA will have the sole responsibility as 3(38) investment fiduciary to evaluate, select and appoint the individual or entity responsible for management of each such Pooled Investment Fund.

(f) Prudently monitor all Investment Managers and all Pooled Investment Funds and decide whether and when to terminate any Investment Manager and whether and when to withdraw from any Pooled Investment Fund.

(g) Exercise rights (including, without limitation, voting rights and redemption rights) of the Master Trust as a limited partner, member, shareholder, unitholder, participant or similar capacity in the commingled investment vehicles in which the Master Trust invests and such other Pooled Investment Funds in which GFA may determine to invest the Assets in pursuant to (g) above.

(h) Negotiate and execute on behalf of Master Trust or direct the Master Trustee or Administrator to execute such investment management agreements and other agreements and instruments which GFA determines are appropriate to carry out its determinations with respect to the Assets of the Plan. GFA shall have the right to engage legal counsel as needed to review and comment on such agreements at its own cost.

HealthInvest HRA

INVESTMENT MANAGEMENT TERMS AND CONDITIONS

The following sets forth the terms and conditions of GFA's obligations as a fiduciary and an ERISA 3(38) investment fiduciary with respect to the services set forth in Addendum D to this Plan Adoption Agreement.

1. **Definitions.**

(a) **Assets:** All investment assets of the Plan Sponsor's HRA Plan utilizing the HealthInvest standard fund lineup and held by the Master Trustee within the Master Trust on behalf of the Plan and the Participating Trust.

(b) **Investment Manager or Manager:** Any current or future bank, registered investment advisor, or insurance company selected to manage a portion of the Assets, including any investment manager retained which satisfies the requirements to constitute an "investment manager" pursuant to Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated pursuant thereto ("ERISA").

(c) **Pooled Investment Fund:** Mutual fund, collective investment fund, or any other pooled investment vehicle that is selected or may be select in the future for investing the Assets.

2. **Representations of GFA.** GFA represents and warrants that:

(a) It is a registered investment advisor under the Investment Advisers Act of 1940 and is lawfully empowered to perform or provide the services which, pursuant to this Plan Adoption Agreement and its agreement with the HRA Service Manager, it has agreed to perform or provide;

(b) In performing services described in this Addendum D, it will comply with all applicable laws including ERISA (if the Plan is subject to ERISA).

3. **Form ADV.** In compliance with Rule 204-3(b) promulgated under the Investment Advisers Act, GFA has delivered to the HRA Service Manager the Part 2A Brochure of the Form ADV, covering GFA, as currently in effect. GFA agrees to make available to the HRA Service Manager each year that Assets of the Plan remain in the Master Trust, an updated copy of the Part 2A Brochure as then in effect, which can be provided to the Plan Sponsor via email or on the Plan portal. GFA hereby gives the HRA Service Manager permission and authority to deliver a current copy of the Part 2A Brochure of Form ADV to the Plan Sponsor either in hard copy or electronic form with the Plan Sponsor's welcome packet and to make a copy of the same available to the Plan Sponsor on the HealthInvest HRA Plan website or employer portal.

4. **ERISA Fiduciary, as Applicable.** If the Plan is governed by ERISA, GFA acknowledges that in performing its duties under this Addendum D, that it shall be deemed an

ERISA 3(38) investment manager of the Plan and Master Trust with respect to the services under Addendum D.

5. **No Delegation by GFA or Performance by Individuals.** The Plan Sponsor acknowledges that the services being provided and obligations undertaken hereunder are being provided and undertaken by GFA as an entity and not by any individual officer, director, employee, agent, shareholder or agent of GFA (each a “GFA Individual”). Neither the Master Trust, Participating Trust, Plan Sponsor, Administrator, or HRA Service Manager, nor any fiduciary of the Plan or Master Trust has entered into any agreement to the effect that (i) one or more GFA Individuals, as opposed to GFA, is providing services to the Trust or its fiduciaries, or (ii) the work performed for or advice communicated to the Plan Sponsor or HRA Service Manager by any one or more GFA Individuals is the work or advice of such GFA Individual(s), as opposed to the work or advice of GFA. GFA represents and the Plan Sponsor acknowledges that GFA will not delegate to any GFA Individual GFA’s fiduciary obligations and responsibilities owed to the Plan or Master Trust.

6. **This Agreement cannot be assigned by any Party without the consent of the other Parties.**

7. **Notices.** The address for delivery of all communications to GFA shall be:

Gallagher Fiduciary Advisors, LLC
1667 K Street, N.W., Suite 1270
Washington, D.C. 20006
Attention: Area President

With copy to:
Gallagher Fiduciary Advisors, LLC
24 Commerce Street, Suite 1827, Newark, NJ 07102
Attention: Area Assistant Counsel

8. **Liability.** The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which any party may have under any federal securities laws. Except insofar as may be required by ERISA, GFA shall not be liable for liabilities, losses, claims, fees or expenses incurred by the Plan or the Master Trust, or any of its participants or beneficiaries outside scope of this Addendum D.

9. **Litigation Proceedings.** GFA shall not serve as an expert consultant or witness in regard to any civil or criminal judicial proceedings or arbitration or as an expert witness in any such regard, except as may otherwise be agreed in writing by GFA and the HRA Manager, Master Trustee, or Plan Sponsor, as applicable.

ADDENDUM E

HIPAA Business Associate Agreement

Following this page is the executed HIPAA Business Associate Agreement between the Plan Sponsor on behalf of the Plan, as Covered Entity, and Gallagher Benefit Services, Inc., as the HRA Service Manager.

HealthInvest HRA

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into by and between Gallagher Benefit Services, Inc., as HRA Service Manager ("**Business Associate**") on behalf of one or more HealthInvest HRA health reimbursement arrangement (HRA) plans of

_____ (*Plan Sponsor*)
(each such plan referred to herein singularly and collectively as "**Covered Entity**") and shall be effective as of the Effective Date of the Plan Adoption Agreement for the Covered Entity (the "Effective Date").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("**HIPAA Privacy Rules and/or Security Standards**"); and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) **"Security Incident"** shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) **"Security Rule"** shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) **"Unsecured Protected Health Information"** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) **Termination for Cause by Covered Entity.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) **Termination by Business Associate.** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) **Effect of Termination.** Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could

potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

(a) The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. Except as provided in sub-paragraph 7(b), this Agreement shall not be amended except by written instrument executed by the parties.

(b) If Business Associate submits to Covered Entity a proposed amendment to this Agreement that is required by applicable law, and after reasonable attempts to obtain execution of such amendment from the Covered Entity, Business Associate is unable to obtain execution by Covered Entity, then such amendment to this Agreement executed by Business Associate shall be effective to amend this Agreement but only to the extent the provisions of such amendment are required for Business Associate or Covered Entity to comply with applicable law.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination

will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity, use the address of the Plan Sponsor set forth in the Plan Adoption Agreement.

If to the Business Associate:

Gallagher Benefit Services, Inc.
906 West 2nd Avenue, Suite 400
Spokane, WA 99201
Ph: (509) 838-5571
Fax: (509) 838-5613
Email: employercare@healthinvesthira.com

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of domicile of the Plan Sponsor.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

Gallagher Benefit Services, Inc.

By: _____

Name: _____

Title: _____

Company: _____

Date: _____

COVERED ENTITY:

The HealthInvest HRA Plan of the Plan Sponsor named on the Introduction of this Agreement

By: _____

Name: _____

Title: _____

Company: _____

Date: _____



HealthInvest HRA

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