GENERAL CONTRACTORS ASSOCIATION OF HAWAII
MULTIPLE EMPLOYER WELFARE ARRANGEMENT
PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made effective as of July 01, 2026 (the "Effective Date"), by and between the undersigned employer ("Participating Employer") and General Contractors Association of Hawaii, a Hawaii non-profit corporation ("GCA").

RECITALS:

A. GCA has established a multiple employer welfare arrangement (the "MEWA") which arranges for the provision of health care coverage through one or more group health plans to certain members of GCA who meet the eligibility requirements to participate in the MEWA and the applicable group health plan.

B. The MEWA and Hawaii Medical Service Association ("HMSA") are parties to that certain Group Plan Agreement effective as of July 01, 2026 (the "Group Plan Agreement"), pursuant to which the MEWA sponsors group health plans for participation by Eligible Employers to provide health plan coverage to their Eligible Employees and Eligible Dependents (as such terms are defined below).

C. Participating Employer is a member of GCA and desires to participate in the MEWA and the group health plan or plans sponsored by the MEWA, and GCA is willing to have Participating Employer participate therein in accordance and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereby agree as follows:

SECTION 1

DEFINITIONS

The following terms shall have the meanings attributed to them below:

"**Administrator**" shall refer to the third-party administrator retained by GCA to administer the MEWA. The current Administrator is Manageability LLC.

"**Eligible Employer**" shall refer to a member in good standing of GCA who qualifies to participate in the MEWA and whose employees are eligible for coverage under the Group Plan sponsored by the MEWA pursuant to the eligibility criteria set forth in this Agreement, the Group Plan Documents and applicable laws, regulations and rules as described herein.

"**Eligible Employee**" means an employee of an Eligible Employer who is eligible to participate in the Group Plan pursuant to the criteria set forth in the Group Plan Agreement.

"**Eligible Dependent**" means a dependent of an Eligible Employee who is eligible to participate in the Group Plan pursuant to the criteria set forth in the Group Plan Agreement.

"**Group Plan**" means an HMSA health plan sponsored by the MEWA pursuant to the Group Plan Agreement.

"**Group Plan Documents**" means the Group Plan Agreement and all other documents or electronic communication by HMSA or an affiliate of HMSA that describe the medical, drug, vision or dental benefits available to Members enrolled in a Group Plan together with any summary plan descriptions, plan forms and other communications relating to the Group Plan or benefits offered under the Group Plan.

"**Members**" means Eligible Employers, Eligible Employees and Eligible Dependents enrolled in an HMSA Group Plan.

SECTION 2

PARTICIPATION IN MEWA

2.1 Participating Employer shall participate in the Group Plan through the MEWA. GCA accepts Participating Employer for participation in the MEWA, subject to the terms and conditions of this Agreement, the Group Plan Documents and any other agreement or rules, regulations or policies governing the formation and operation of the MEWA (collectively, the "MEWA Agreements") entered into or adopted by GCA. Participating Employer agrees to be bound by the terms of the MEWA Agreements, as currently in effect and as may be amended from time to time in the future. The Administrator shall promptly notify the Participating Employer of any material amendment to the MEWA Agreements.

2.2 Participating Employer understands and agrees that GCA, in its sole and absolute discretion, shall select all service vendors, health plans and insurance carriers to be retained by the MEWA. Participating Employer has selected to participate in the HMSA Preferred Provider Plan or HMSA Health Plan Hawaii Plus Plan with or without corresponding Vision/Dental Rider Group Plan (the "Selected Plan").

2.3 The Group Plan sponsored by the MEWA is limited to that set forth in, and are subject to all terms and conditions of, the applicable MEWA Agreements and the Group Plan Documents, including, without limitation, the provisions of such MEWA Agreements and the Group Plan Agreement respecting the categories of GCA members eligible to participate in the MEWA, classification of employees eligible for benefits, applicable waiting periods, the amount and types of benefits available, and the circumstances under which benefits may become unavailable or may terminate, subject to the requirement that said benefits shall conform to the requirements of the Patient Protection and Affordable Care Act, Public Law No. 111-148 (the "ACA"); the Hawaii Prepaid Health Care Act, Hawaii Revised Statutes ("HRS") Chapter 393, and any other law, statute or regulation governing benefits provided by employer sponsored group health plans in Hawaii, as the same may be amended from time to time.

2.4 Participating Employer must satisfy the following requirements in order to qualify for participation in the Group Plan:

(a) Only active employees working at least twenty (20) hours a week for four (4) consecutive weeks will be eligible to participate in the MEWA.

(b) For employers who are sole proprietorships, partnerships, limited liability companies and corporations with only one shareholder, the owner-employees of the business are eligible to participate in the MEWA Group Plan only if the employer has additional non-owner employees who will also participate in the health plan. For corporations with more than one shareholder, shareholder-employees are eligible to participate if either (1) there is more than one shareholder-employee participating in the Group Plan or (2) there are non-owner employees who will participate in the Group Plan.

By executing this Agreement, Participating Employer represents, warrants and certifies that it satisfies, and will continue to satisfy during the term hereof, the foregoing requirements to qualify for participation in the MEWA and the Group Plan.

SECTION 3

PLAN ADMINISTRATION

3.1 All payments due from Participating Employer for the coverage of its Eligible Employees and Eligible Dependents under the Selected Plan shall be made directly by the Participating Employer to HMSA in the amount and manner set forth in the current Group Plan Documents. Late payments shall accrue interest at the rate set forth in the Group Plan Document. Participating Employer understands and agrees that in the event that it fails to make timely payments to HMSA as required by the Group Plan Document, HMSA may terminate Participating Employer's coverage for failure to pay dues, to be effective as of the first date for which dues were not received, unless all dues are brought current within ten (10) days of HMSA's provision of written notice of delinquency to Participating Employer.

3.2 In the event that Participating Employer's participation in the Selected Plan is terminated pursuant to this Section, Participating Employer's participation in the MEWA shall also terminate and Participating Employer will be ineligible for further participation in the MEWA and may only be able to rejoin the Plan during the next enrollment period, which shall be determined in the sole and absolute discretion of HMSA and GCA. The Administrator will distribute the Group Plan Documents to Members. Participating Employer shall cooperate and assist in such distribution as requested.

3.3 All benefits provided or made available by a Participating Employer to its Eligible Employees and Eligible Dependents through the Selected Plan are considered to be provided under an "employee welfare benefit plan" within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA") that is maintained by a "group or association of employers" within the meaning of section 3(5) of ERISA. If Participating Employer is an Applicable Large Employers ("ALEs") under the ACA, it shall be responsible for preparing IRS Forms 1094-C and 1095-C, transmitting the forms to the Internal Revenue Service and distributing copies of the Forms 1095-C to Members to satisfy employer reporting requirements under the ACA.

SECTION 4

PARTICIPATING EMPLOYER RESPONSIBILITIES

4.1 Concurrently with the execution of this Agreement, Participating Employer shall provide the Administrator and HMSA with a complete and accurate list of its Eligible Employees and Eligible Dependents who are to receive Group Plan coverage, and any other information necessary for the administration and payment of benefits.

4.2 Participating Employer shall, at all times during the term of the Agreement, meet all state and federal employer requirements, including, but not limited to:

(a) Having a current federal employer identification number;

(b) Having a Hawaii General Excise Tax License and Department of Labor Number;

(c) Having unemployment and temporary disability insurance for each of its employees, except that it need not provide unemployment or temporary disability insurance for immediate family members (spouse, children or parents) of the owner or proprietor, if such individuals are employed by the Participating Employer;

(d) Having worker's compensation insurance for each employee;

(e) Deducting FICA taxes from employees; and

(f) Being in compliance with Hawaii's Prepaid Health Care Act and the Public Health Service Act Section 2708 as to enrollment of and waiting periods applicable to eligible employees and eligible dependents.

Participating Employer shall submit a statement attesting to its compliance with these requirements, as well as a description of the nature of its business, at the time of initial enrollment in the Group Plan and annually thereafter during the open enrollment period or as requested from time to time by the Administrator. Misstatement or falsification of this information shall be grounds for immediate termination of participation in the MEWA.

4.3 Participating Employer agrees to respond promptly and accurately to any request or questionnaire by Administrator to assess compliance with the state and federal employer requirements. Upon request, Participating Employer shall provide documentation to show that all state and federal employer requirements have been satisfied.

4.4 Participating Employer shall submit to HMSA a membership report form or electronic report containing the name of Eligible employees and Eligible dependents whose coverage is to be terminated on the first day of the following month. The membership report form must be received by HMSA (a) at the location indicated on the membership report form; and (b) before the close of HMSA's business hours on the last business day before the beginning of the month that the terminations are to take effect. A copy of the report form shall be simultaneously provided to the Administrator, along with a listing of any known changes in

Members' contact information that have been reported to the Employer since the filing of the previous membership report.

Termination requests for dates other than the first of the month must be in writing and received by HMSA before the close of HMSA's business hours one business day before the intended effective date. Termination requests received after the close of business shall be deemed received on the next business day. The termination will be effective on the first business day after the day that HMSA receives the written request.

Participating Employer may not retroactively terminate an Eligible Employee's coverage. Terminations will be effective only on a prospective basis.

4.5 Participating Employer hereby grants to GCA, the Administrator, HMSA and their authorized agents or representatives the right to examine during regular business hours the payroll lists and payroll records of Participating Employer, as may be reasonably necessary for the determination or substantiation of the contribution rates or benefits provided through the MEWA. Participating Employer agrees to provide GCA or the Administrator with all information required for the completion and filing of required reports, returns, or applications, as necessary for the MEWA to remain in compliance with all applicable laws and regulations.

4.6 If litigation is required to obtain access to Participating Employer's records or to collect additional billings that result from review of the records, all costs, including, but not limited to, reasonable attorneys' fees, incurred in obtaining the review shall be paid by Participating Employer.

4.7 Participating Employer agrees to timely pay and immediately reimburse GCA for any taxes, penalties, fees or other costs that may arise from Participating Employers' participation in the MEWA or failure to transmit (a) timely information to GCA, the Administrator or HMSA or (b) payments due to HMSA.

SECTION 5

TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and shall continue until June 30, 2026 (the "Initial Participation Period"). Thereafter, this Agreement shall automatically renew for successive one-year period unless terminated as set forth below. The effective date of the benefits provided through the MEWA shall be separately determined by HMSA.

(a) Participating Employer may elect to withdraw from the MEWA at the end of the Initial Participation Period.

(b) After the Initial Participation Period, Participating Employer may elect to withdraw from the MEWA only during the Annual Open Enrollment Period.

(c) Upon a breach of this Agreement by either party, the non-breaching party may terminate this Agreement and Participating Employer's participation in the MEWA with ten (10) days advance written notice if such breach is not cured within such ten (10) day period.

(d) This Agreement and Participating Employer's participation in the MEWA shall terminate in the event Participating Employer ceases to be a member in good standing of GCA.

(e) GCA may terminate this Agreement and the participation of the Participating Employer in the event that GCA's Board of Directors votes to terminate operations of the MEWA, provided that it must give Participating Employer no less than sixty (60) days written notice of such termination.

5.2 Upon termination of this Agreement, both parties agree to take whatever actions are necessary to effect the termination of the Participating Employer's participation in the MEWA.

SECTION 6

MISCELLANEOUS

6.1 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. However, neither party hereto shall assign or otherwise transfer its interest in this Agreement without the prior written consent of the other party hereto, and any such attempted assignment or transfer without prior written consent shall be void.

6.2 Compliance with Laws. Each party and its respective employees, subcontractors, and agents, will abide by and perform its obligations under this Agreement in accordance with all applicable laws, including without limitation; ERISA, the Internal Revenue Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as they may be amended from time to time, and the HIPAA implementing regulations, codified at 45 C.F.R. Parts 160 and 164, Subparts A & E and Subparts A & C (respectively the "Privacy Rule" and "Security Rule").

6.3 Confidentiality. The parties, their employees, agents and representatives will maintain the privacy and confidentiality of all protected health information and individually identifiable information regarding Members in accordance with the above-referenced statutes and regulations, assure the accuracy of Members' records as required by applicable law and maintain such records for a minimum of ten (10) years or for such other period as may be required by applicable law. The parties acknowledge and agree that, in the course of performing hereunder, protected health information and other data protected by law may be exchanged by the parties. With respect to such data the parties will comply with the laws referenced in Section 6.2 and other applicable statutes and regulations.

6.4 Arbitration. In the event of any dispute arising under this Agreement, the Parties shall meet and confer in good faith to try to find a resolution. If such efforts are not effective in resolving the dispute, the dispute shall be finally determined by binding arbitration before a single arbitrator in Honolulu, Hawaii, pursuant to the Rules, Procedures, and Protocols of Dispute Prevention and Resolution, Inc., a Hawaii corporation, or its successor ("DPR"), except that in the event of any conflict between those rules and the rules set forth herein, the rules set

forth herein shall control. The results of the arbitration shall be conclusive and binding on the parties, and judgment may be entered upon the award and may be enforced by appropriate judicial action in accordance with HRS Chapter 658A, as amended. The Arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the Arbitrator shall not be empowered to award penalties, forfeitures, punitive damages, or attorney's fees. The Arbitrator shall issue a written reasoned decision setting forth the parties' contentions, findings of fact and conclusions of law applying Hawaii law within thirty (30) days of the conclusion of the arbitration of each dispute.

6.5 Costs and Attorneys' Fees. In the event that arbitration is required to resolve any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of the arbitration, as well as any and all attorneys' fees and costs related to any appellate or post-arbitration proceedings.

6.6 Non-Waiver. The waiver of any breach of any term, covenant of condition herein contained shall not be deemed to be waiver of such term, covenant or condition or any subsequent breach of the same or any other term covenant or condition herein contained.

6.7 Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assemble as one document.

6.8 Facsimile Signatures. Facsimile (fax) signatures on this Agreement will be binding and effective for all purposes and shall be treated the same as original signatures on the original documents.

6.9 Governing Law; Jurisdiction. Except to the extent preempted by any federal law, this Agreement will be construed under and pursuant to the laws of the State of Hawaii, without regard to principles of conflicts of law, and applicable federal laws, as if the negotiations, execution, delivery, consummation hereof, and the performance and considerations of said Agreement took place in Hawaii.

6.10 Notices. Any notice required or permitted to be given shall be in writing, delivered to the other Party personally or by certified mail, return receipt requested, and by e-mail.

Notices due to Participating Employer shall be addressed to:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

E-mail: _____

Notices due to GCA shall be addressed to:

General Contractors Association of Hawaii
1065 Ahua Street
Honolulu, HI 96819
Attention: Gladys Hagemann, Deputy Director

E-mail: Gladys@gcahawaii.org

If either party shall move into another location, notices may be addressed to such new location of which the other party has actual notice.

6.11 Severability. In the event that any condition or provision in any paragraph of this Agreement is held by a court of competent jurisdiction from which there is no appeal to be invalid or illegal or contrary to public policy, the Agreement will be construed as though that provision or condition did not appear therein and the remaining provisions of this Agreement will continue to full force and effect.

6.12 Amendment. No part of this Agreement may be amended or changed in any way without the prior written consent of both parties. Any amendment to this Agreement must be made in writing and signed by both parties.

6.13 Paragraph Headings. The paragraph headings are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer.

6.14 Other Documents and Acts. The Parties hereto agree to: (a) execute and deliver to each other such documents, and (b) do such other acts and things, all as the other Party may reasonably request to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Participating Employer:		**General Contractors Association of Hawaii**	
Name:	_____	Name:	Cheryl Walthall
Signature:	_____	Signature:	_____
Title:	_____	Title:	Executive Director
Date:	_____	Date:	_____