

**MINUTES
BOX ELDER COUNTY COMMISSION
JANUARY 21, 2015**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:30 p.m. on **January 21, 2015**. The following members were present:

Stan Summers	Chairman
Jeff Scott	Commissioner
Jeff Hadfield	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 4:45 p.m.

The regular session was called to order by Chairman Summers at 5:00 p.m. with the following members present, constituting a quorum:

Stan Summers	Chairman
Jeff Scott	Commissioner
Jeff Hadfield	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Hadfield.

The Pledge of Allegiance was led by Attorney Stephen Hadfield.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JANUARY 07, 2015 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SCOTT, SECONDED BY COMMISSIONER HADFIELD AND UNANIMOUSLY CARRIED.

AGENDA: ATTACHMENT NO. 1

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**Search and Rescue Banquet – Commissioner Hadfield**

Commissioner Hadfield reported he attended the banquet for Box Elder County Sheriff's Search and Rescue. They documented over 3,000 volunteer hours and over 28,000 miles driven. There were eight rescues. He thanked and commended search and rescue for their service.

Chairman Summers thanked search and rescue for their efforts and service.

(See Attachment No. 2 – Summary.)

Letter Opposing Wood Burn Ban – Commissioner Scott

Commissioner Scott read a letter to be sent to the Department of Air Quality concerning proposed changes to wood burning. The letter states the commission is opposed to the changes, and it would put undue burdens on citizens.

MOTION: Commissioner Scott made a motion to send a letter to the DAQ formally opposing the changes to rule R307-302 of the Utah Administrative Code. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 3 – Letter.)

Salute to Law Enforcement – Chairman Summers

Chairman Summers stated the legislature will be having a salute to law enforcement at the state capitol on January 29, 2015. He encouraged everyone to attend and show their support towards law enforcement.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**Meeting Schedule – Commissioner Scott**

Commissioner Scott stated through discussions at the Elected Official/Department Head Meeting and speaking with other agencies, the commission has decided to hold commission meeting on the first Wednesday at 11:00 a.m. and commission meeting on the third Wednesday at the usual time of 5:00 p.m.

MOTION: Commissioner Hadfield made a motion to approve the change in the commission meeting times. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 4 – Meeting Schedule.)

PUBLIC COMMENT PERIOD

Pam Tingey of Tremonton asked the commissioners if they had a chance to look at the materials she dropped off to them at the last commission meeting.

Lee Johnson of Brigham City welcomed Commissioner Hadfield. He spoke about communism and socialism, and the French Revolution.

DeAnna Hardy of Brigham City spoke about the pre-mortal world and Heavenly Father's plan. She said she stood for freedom and encouraged the commissioners to return the fruit of their labor back to the citizens and not force them to be charitable.

RURAL PUBLIC LAND COUNTY COUNCIL MOU #15-03 – COMMISSIONERS

MOTION: Commissioner Scott made a motion to approve the Rural Public Lands County Council Agreement #15-03. The motion was seconded by Commissioner Hadfield. The motion carried unanimously.

(See Attachment No. 5 – MOU.)

TRAVEL POLICY – TOM KOTTER

Chairman Summers stated the recommended corrections have been made to the travel policy.

MOTION: Commissioner Scott made a motion to approve the Box Elder County Travel Policy. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 6 – Policy.)

IOWA STRING ROAD OVERLAY PROJECT PHASE 2/LETTER OF SUPPORT – BILL GILSON

Road Supervisor Bill Gilson asked the commissioners to approve a letter of support to accompany their application for a grant from the Joint Highway Committee. It would be for the Iowa String Road overlay for four miles. The money is not slated until 2020. The cost share for the county would be approximately \$239,000.00.

MOTION: Commissioner Hadfield made a motion to approve the letter of support for the Iowa String Road Overlay Project Phase 2. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 7 – Letter.)

CIGNA BEHAVIORAL/EAP CONTRACT #15-04 – JENICA BAGGS

HR Director Jenica Baggs stated the coverage has already started for the employee assistance program but the contract is now complete and needs to be signed. It has been reviewed by the county attorney.

MOTION: Commissioner Scott made a motion to approve contract #15-04 with Cigna Behavioral Health for the EAP program. The motion was seconded by Commissioner Hadfield and carried unanimously.

(See Attachment No. 8 – Contract.)

WORKERS COMPENSATION SAFETY ASSESSMENT RESULTS – JENICA BAGGS

HR Director Jenica Baggs introduced Flint Belk of the Workers Compensation Fund.

Flint Belk reported on the results of the safety culture assessment. He explained there was an assessment from the employees as well as supervisors. The assessment asked how the employees feel about being involved in safety planning, how well they knew procedures in case of accidents, and how well supervisors and employees communicated through the safety process.

(See Attachment No. 9 – Assessment.)

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved for payment: Claims 95011 through 95057 in the amount of \$212,351.50. Claims 95058 through 95125 in the amount of \$396,429.23. Claims 94479 and 94468 were voided.

PERSONNEL ACTIONS – COMMISSIONERS

- ATTORNEY: Jeremy Nelson, compensation change, effective 09/30/2014
- FAIRGROUNDS: Seth Ward, separation, effective 01/15/2015
- FIRE DEPT: Shawn Jensen, compensation change, effective 10/31/2014
- FIRE DEPT: TJ Reeder, compensation change, effective 10/31/2014
- HUMAN RES: Jenica Baggs, compensation change, effective 01/28/2015
- ROAD DEPT: Michael Hansen, separation, effective 12/23/2014
- SHERIFF’S DEPT: Jason Harris, reassignment, effective 01/05/2015
- SHERIFF’S DEPT: Sandra Barfuss, reassignment, effective 01/05/2015
- SHERIFF’S DEPT: Lisa Naef, reassignment, effective 01/05/2015
- SHERIFF’S DEPT: Trent Buckley, reassignment, effective 1/05/2015
- SHERIFF’S DEPT: Joseph Franklin, separation, effective 01/13/2015
- SHERIFF’S DEPT: Cathy Connell, compensation change, effective 12/18/2014

CLOSED SESSION

Strategy session to discuss the character, professional competence, or physical or mental health of an individual and the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

MOTION: At 5:33 p.m. a motion was made by Commissioner Scott to move into a closed session to discuss the character, professional competence, or physical or mental health of an individual and the purchase, exchange, or lease of real property. The motion was seconded by Commissioner Hadfield and unanimously carried.

MOTION: At 6:07 p.m. a motion was made by Commissioner Scott to reconvene into regular commission meeting. Commissioner Hadfield seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

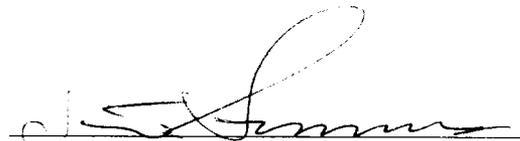
Chairman Summers explained personnel items and the sale or exchange of property were discussed in the closed session.

ADJOURNMENT

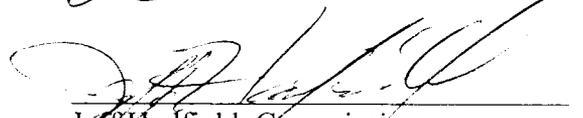
A motion was made by Commissioner Scott to adjourn. Commissioner Hadfield seconded the motion, and the meeting adjourned at 6:08 p.m.

ADOPTED AND APPROVED in regular session this 4th day of February 2015.

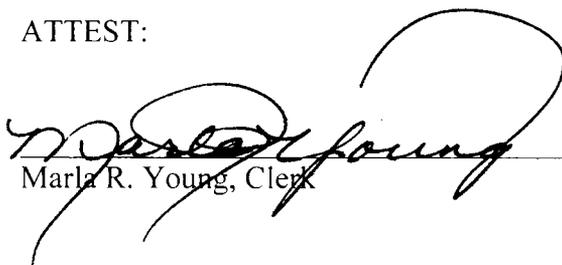



Stan Summers, Chairman


Jeff Scott, Commissioner


Jeff Hadfield, Commissioner

ATTEST:


Marla R. Young, Clerk

BOX ELDER COUNTY CLERK
Box Elder County Courthouse
01 South Main Street
Brigham City, Utah 84302

NOTICE and AGENDA

Public Notice is hereby given that the Box Elder County Board of County Commissioners will hold an **Administrative/Operational Session** commencing at **4:30 p.m.** and a regular **Commission Meeting** commencing at **5:00 p.m. Wednesday January 21, 2015** in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

Administrative/Operational Session

*4:30 p.m.

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

*4:50 p.m.

- *5:00 – 5:05 Call to Order: Chairman Summers
Invocation: Commissioner Hadfield
Pledge: Attorney Stephen Hadfield
Approval of Minutes of January 7, 2015
- *5:05 – 5:08 Administrative Review/Reports/Future Agenda Items – Commissioners
- *5:08 – 5:10 Former Agenda Items Follow-Up – Commissioners
- *5:10 – 5:20 Public Comment Period
Rules: (1) Please Speak Only Once (Maximum of 3 Minutes)
(2) Please Speak in a Courteous and Professional Manner
- *5:20 – 5:22 Rural Public Lands County Council MOU #15-03 – Commissioners
- *5:22 – 5:24 Travel Policy – Tom Kotter
- *5:24 – 5:29 Iowa String Road Overlay Project Phase 2/Letter of Support – Bill Gilson

- *5:29 – 5:31 Cigna Behavioral/EAP Contract #15-04 – Jenica Baggs
- *5:31 – 5:41 Workers Compensation Safety Assessment Results – Jenica Baggs
- *5:41 – 5:46 Warrant Register, Personnel Actions & Cell Phone Allowances – Commission

Closed Session

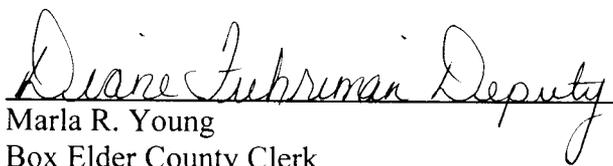
1. Personnel Items – Jenica Baggs

Adjournment

These assigned times may vary depending on length of discussion, cancellation of scheduled agenda items or agenda alteration. Therefore, the times are estimates of the agenda items to be discussed. If you have any interest in any topic, you need to be in attendance at 5:00 p.m.

Prepared and posted this 16th day of January 2015.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 16th day of January 2015.


Marla R. Young
Box Elder County Clerk

NOTE: Please turn off or silence cell phones and pagers during public meetings.

This facility is wheel chair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at 734-3347 or FAX 734-2038 for information or assistance.

BOX ELDER COUNTY SHERIFF'S SEARCH & RESCUE

SUMMARY OF MAN HOURS AND MILES FOR CAL. YEAR 2014

Training & Meetings	Building & Equip Maintenance	Misc.	Security & Patrol	Search Rescue & Recovery
1739 hrs	194 hrs	300 hrs	520 hrs	480 hrs
12227 miles	447 miles	2839 miles	7375 miles	5433 miles
TOTALS:	3233 man hrs	28321 miles		

Man hrs @ \$25.00/hr = **\$80,825.00**
Miles @ \$0.50/mile = **\$14,161.00**
Total dollar value **\$94,986.00**

SEARCH & RESCUE ACTIVITY

- 1-(MAR) WILLARD PEAK ROAD
- 2-(JUN) PERRY CANYON
- 3-(JUN) WILLARD PEAK ROAD
- 4-(JUL) PENROSE
- 5-(SEP) DOCK FLAT
- 6-(OCT) LUCIN
- 7-(DEC) HOWELL
- 8-(DEC) FRANKLIN BASIN (CACHE ASSIST)

OTHER ACTIVITY

- Patrol with Deputy
- Building & Equipment Maintenance
- Rope Rescue Training
- Fair & Rodeo Security
- Fair Parade
- Sept Member Steak Fry
- Desert Training Seminar
- Peach Day Parade
- Peach Day Security & Safety
- Perry Parade
- Breakfast Fundraiser
- CPR Training
- First Responder Training
- NASAR Training

Report prepared by:

B.M. Andersen

Bruce. M. Andersen, Secretary, 2014

A77#2



COMMISSION OFFICE

Jeff Hadfield • Stan Summers • Jeff Scott
County Commissioners

COUNTY OFFICIALS
Jeff Hadfield, COMMISSIONER
Stan Summers, COMMISSIONER
Jeff Scott, COMMISSIONER
Rodney D. Bennett, ASSESSOR
Stephen R. Hadfield, ATTORNEY
Tom Kotter, AUDITOR
Marla R. Young, CLERK
Kevin R. Christensen, JUSTICE COURT JUDGE
Chad Montgomery, RECORDER
J. Lynn Yeates, SHERIFF
Shaun Thornley, TREASURER

Mark Berger
Utah Department of Environmental Quality
Division of Air Quality
P.O. Box 144820
Salt Lake City, UT 84114-4820

Subject: Proposed Seasonal Wood Burn Ban for Box Elder County

Dear Mr. Berger:

The Box Elder County Commission has reviewed the proposed changes to rule R307-302 of the Utah Administrative Code and is submitting this comment for the public record. The Commission understands the difficult task the Division of Air Quality has in developing strategies to further improve air quality along the Wasatch Front. Additionally, the Commission understands that improving air quality is a shared responsibility. However, we believe the proposed changes to R307-302 place an undue burden on rural residents of our county that are far removed from population centers but are still within the non-attainment boundaries.

The PM_{2.5} non-attainment area is unique in Box Elder County compared to the other non-attainment counties along the Wasatch Front. The designated area is approximately 1,000 square miles larger than Salt Lake County. Approximately 50,000 residents live inside the non-attainment area. Therefore, the per capita population living inside the designated non-attainment area is approximately 50/sq. mile. In contrast, the Salt Lake County designated area has a per capita population of approximately 1400/sq. mile.

Considering the data further, an estimated 41,000 residents live in the small communities dotting the I-15 corridor with an estimated land area of 168 square miles. This means over 80% of the population resides in 16% of the designated non-attainment area. This populated area is the only location in the county where the Division of Air Quality has placed a monitoring station. Consequently, it is difficult to believe that monitor values recorded inside Brigham City adequately reflect air quality in the remaining 84% of the designated area that is sparsely populated and far removed from the I-15 corridor.

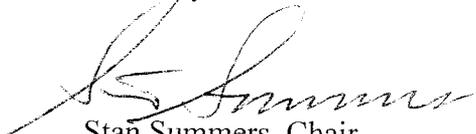
As a result of the "one-size fits all" approach, the approximately 9,000 residents living in the rest of the designated non-attainment area face the same restrictions even though they are far removed from population centers. The difficulty with this situation is that many of these residents are not within the service area of natural gas utilities. Therefore, the only alternative to wood burning for residential heat is either propane or electric. In either case, wood burning can provide a lower cost heating alternative.

We understand the Division of Air Quality has promoted the HEAT program to mitigate increases in heating costs. While we applaud this action, we question how this program might apply to rural residents in agricultural areas. Additionally, we believe it more prudent to exempt the county from the proposed seasonal burn ban than spend taxpayer dollars to burn alternative fuels in an area where the benefits to air quality are negligible.

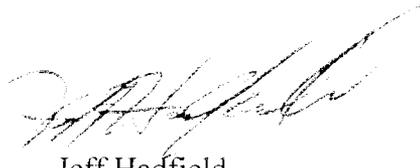
In the Proposed Seasonal Solid Fuel Burning Ban Public Notice, the Air Quality Board requested comment on the appropriateness of having a single ban period applicable in all areas, or if each area (county or nonattainment area) could have a different ban period that could have the same air quality impact. Comments were also requested on the possibility of exempting counties where data may not support such a ban.

The Commission believes that Box Elder County has unique geographical and population conditions that do not warrant a seasonal ban on wood burning for residential heating. We also believe that R307-302, without the proposed changes, provides adequate controls for PM2.5 emissions and is protective of public health in Box Elder County. We ask the Division of Air Quality to exempt Box Elder County from the proposed modification to R307-302.

Sincerely,



Stan Summers, Chair
County Commission



Jeff Hadfield
Commissioner



Jeff Scott
Commissioner



PUBLIC NOTICE
BOX ELDER COUNTY MEETING SCHEDULE - 2015

Following is a list of regular scheduled meetings of the Box Elder County Commission and Advisory Committees pursuant to Section 52-4-6, Utah Code Annotated 1953.

BOX ELDER COUNTY COMMISSION:

First Wednesday of each month 11:00 a.m.
Third Wednesday of each month 5:00 p.m.
Place: Commission Chambers, County Courthouse

BOX ELDER COUNTY PLANNING COMMISSION:

Every third Thursday of each month 7:00 p.m.
Place: Commission Chambers, County Courthouse

ELECTED OFFICIAL/DEPARTMENT HEAD MEETINGS:

Second Tuesday every other month beginning in January 11:00 a.m.
Place: Jay Room, County Courthouse

BEAR RIVER ASSOCIATION OF GOVERNMENTS (BRAG):

Governing Board – Fourth Tuesday every other month begin January 1:00 p.m.
Place: Logan or Brigham City.

BOX ELDER SPECIAL SERVICE DISTRICT (MINERAL LEASE):

First Thursday quarterly beginning in February 4:30 P.M.
Place: Jay Room, County Courthouse

CAPITAL IMPROVEMENT PROJECT COMMITTEE:

Second Tuesday February, June, July, August, September 5:00 p.m.
Place: Jay Room, County Courthouse

BOX ELDER COUNTY LIBRARY BOARD:

Quarterly

REDEVELOPMENT AGENCY (RDA)

Following Commission Meetings as needed

AZZ #4

**MEMORANDUM OF AGREEMENT
ON BEHALF OF BOX ELDER COUNTY, A MEMBER
OF THE RURAL PUBLIC LANDS COUNTY COUNCIL
2015**

15-03

I. PARTIES

This Memorandum of Agreement is by and between Robert K. Weidner, hereinafter "Weidner", with offices in the Washington, D.C. area and Box Elder County, hereinafter "the County".

II. RESPONSIBILITIES

Pursuant to the terms of this Memorandum of Agreement, Weidner will serve as Washington, D.C. government relation's advisor to Box Elder County and other counties of the Rural Public Lands County Council hereinafter "RPLCC". In this role, Weidner will report to and receive guidance from the Council Members & Commissioners of participating counties in the RPLCC including:

- A. Monitoring and information gathering with the Administration and Congress with respect to matters in which the counties may have interest. Specifically, Weidner will closely monitor and provide information on matters affecting public lands within member counties.
- B. Lobbying Congress and departments of the executive Branch of the government including the Department of the Interior, the Office of Management and Budget, the Department of Energy, the Environmental Protection Agency, and the Department of Agriculture with respect to matters, which affect member counties. This will involve arranging meetings for officials of the member counties with officials of these departments as necessary; the preparation of testimony and briefing papers; assisting in devising strategy; the implementation of that strategy with respect to House and Senate Committees; and liaison work with key committee members of the House and Senate Committees as well as Committee staff.
- C. In addition to those activities described in "B" above, this will include working with members and staffs of relevant Congressional Committees on an on-going basis on behalf of member counties.
- D. Providing regular briefings to the RPLCC Executive Committee and member counties following the guidelines set forth by the Executive Committee.
- E. Provide periodic updates on issues and activities, which affect RPLCC member counties.

AZZ # 5

Rural Public Lands County Council

RPLCC

10648 Canterbury Road
Fairfax Station, VA 22039

703-898-6603

rkw57@mac.com

October 1, 2014

INVOICE

2015 RPLCC Annual Dues for Public Land, Environment &
Natural Resources Work by Robert K. Weidner on behalf of Box
Elder County in Washington D.C.

Amount Due: \$20,000.00

Please make check payable to:

***Robert K. Weidner
10648 Canterbury Road
Fairfax Station, VA 22039***

Many Thanks!

Allowable Travel Costs

Box Elder County recognizes the need for its employees to travel outside the County at various times to receive training, information, briefing, etc., for efficiency and effectiveness as County employees. The county will pay travel expenses for authorized trips on county business for attendance at conventions, conferences, or meetings. Advance approval from the Department Head is required for all travel requiring travel authorization for employees.

Box Elder County is accountable for how public monies are spent, and expects that travel expenses will be scrutinized. Those who travel on behalf of the County hold a position of trust and authority, requiring the demonstration of integrity by judicious use of such funds.

Funding

Travel expenses must be included in an annual budget for each department anticipating travel, as part of the budget process. Any travel expenses in excess of the amount budgeted must have prior approval of the County Auditor.

Transportation

For travel, the employee can use a County vehicle or a personal vehicle. Use of a County vehicle is preferred. Use of a personal vehicle will be reimbursed at the current rate established by the IRS. Mileage will not be reimbursed for fractions of a mile. Employees will round usage up to the nearest full mile. Employees driving directly from their home to the airport or other business destination will be reimbursed the lesser of the distance from their home to their destination or from the office to their destination.

Employees using their vehicles for business purposes must maintain a minimum of \$100,000 (U.S.) per person, \$300,000 (U.S.) per occurrence Liability coverage.

Rental Cars – When traveling, rental cars should be utilized when the cost will be less expensive than cab fares or other means of transportation.

Size of Rental Vehicle – Generally a compact vehicle will be reserved. If the compact price and mid-size price are the same, the mid-size will be reserved. If more than two employees are traveling, or if the user is traveling a long distance or is hauling equipment, a larger vehicle can be reserved.

Fuel – The employee is responsible for refueling the vehicle before returning it to the rental agency. A reimbursement may be claimed for the purchase (receipt required). Employees should decline the charge to prepay gas offered by the car rental agency.

Insurance Coverage – All insurance coverage offered when renting a vehicle should be declined. If an employee inadvertently accepts insurance coverage, the manager approving the expense reimbursement must specifically approve reimbursement for the insurance coverage.

AZZ # 6

Payment will only be authorized if the final credit card and/or rental car receipt is submitted.

Air Travel

The employee will attempt to find the lowest airfare available.

Airline Change Fee - If County business requires an employee to change a County scheduled airline reservation and if as a result of the change an employee is required to pay an additional fee to make the reservation change the County will reimburse the employee for the additional fee. If, however, an employee incurs an additional fee to change a County scheduled airline reservation in order to accommodate a personal need or desire (as opposed to a business need or desire) the County will not reimburse the employee for the additional fee. Employees seeking reimbursement for changes to County scheduled airline reservations will be required to explain the purpose for the change.

Baggage Fees – The County will pay for one checked bag. Any overweight baggage will need to be approved by a supervisor. Any other fees will be the responsibility of the employee.

Lodging

Hotel/Motel Expenses – The employee is expected to obtain reasonable yet comfortable lodging while on business travel.

The following expenses incurred while staying at a motel or hotel will not be paid by the County: movie rental, room service, telephone billings, valet parking, tips or other miscellaneous costs incurred for the convenience of the employee which are not normally included in the cost of the room.

Lodging at Other than a Motel/Hotel – Travelers may elect to stay with friends, relatives, personal accommodations other than the traveler's permanent residence, personally owned campers, or personally owned trailer homes instead of staying in a motel/hotel. With proof of staying overnight away from home on approved County business, the traveler will be reimbursed as follows:

\$25.00 per night with no receipts required; or, actual cost up to \$40.00 per night with a receipt from a facility such as a campground or trailer park

Employees traveling less than 50 miles from their home base are not entitled to lodging reimbursement

Meals

The daily allowance will follow the appropriate schedule listed for meals on the GSA's website

The breakfast reimbursement is not applicable on the morning travel begins.

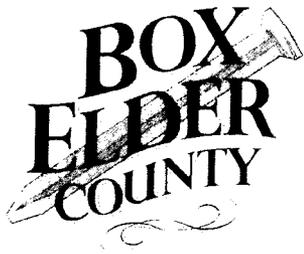
Meals that are provided by others (i.e. meals at a conference, meals provided by a vendor, meals paid for by another employee who will be reimbursed, etc.) are not eligible for reimbursement under these guidelines.

When a manager or employee is entertaining clients or is otherwise covering the cost of a meal, with a business purpose, for more than himself/herself, the full cost of the meal and tip may be reimbursed to the employee upon approval by his/her manager. Receipts are required for all entertainment reimbursements. Such reimbursements require receipts detailing the expense date, expense amount and the place of the entertainment. In addition, the employee requesting reimbursement must specify the type of entertainment, the business relationship, name and title of the party being entertained, and a statement specifying the business purpose of the expense.

Miscellaneous Expenses - Box Elder County will reimburse for miscellaneous travel expenses such as postage, toll road charges, parking, maps, etc. while on authorized Box Elder County business. Receipts are required, when available. All expenses submitted for reimbursement without a receipt must be specifically approved by a manager.

No expenses shall be authorized for spouses of employees or others traveling with the employee at his or her own expense.

The employee is responsible for completing a Box Elder County Expense Report or similar document with expense details and with copies of required receipts and obtaining the proper approval. Reimbursements for receipts with dates older than 90 days will be delayed until research determines that the receipt has not already been reimbursed.



COMMISSION OFFICE

Jeff Hadfield • Stan Summers • Jeff Scott
County Commissioners

COUNTY OFFICIALS
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Stan Summers, COMMISSIONER
Jeff Scott, COMMISSIONER
Rodney D. Bennett, ASSESSOR
Stephen R. Hadfield, ATTORNEY
Tom Kotter, AUDITOR
Marla R. Young, CLERK
Kevin R. Christensen, JUSTICE COURT JUDGE
Chad Montgomery, RECORDER
J. Lynn Yeates, SHERIFF
Shaun Thornley, TREASURER

January 21, 2015

Chris Potter
UDOT Local Government Program Engineer

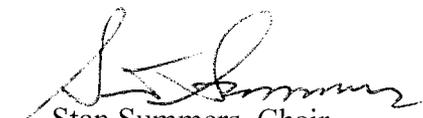
Dear Chris Potter,

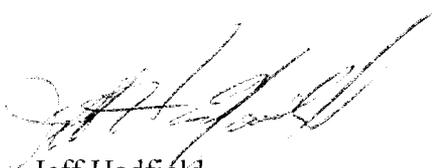
The Box County Community Commission supports the Box Elder County Road Department's application for funding for improvements to Iowa String Road Phase Two.

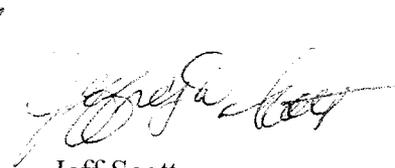
Iowa String Road is critical to rural Box Elder County's economy and future economic development plans. It provides the primary access between Interstates I-84 and I-15 and the county's 7000-plus-acre Economic Development Project Area. The project area includes Procter & Gamble's 950,000 square foot paper manufacturing facility which has and will create hundreds of new jobs in Box Elder County. Iowa String Road also provides interstate access to Wal-Mart Distribution Center, another of Box Elder County's major employers.

Because of its importance to Rural Box Elder County's economy and future economic growth, it is critical that Iowa String Road be upgraded to meet the county's current and future needs. Box Elder County is willing and able to cover the 12% of the application funding amount for the project in 2020.

Sincerely,


Stan Summers, Chair
County Commission


Jeff Hadfield
Commissioner


Jeff Scott
Commissioner

COVER SHEET TO
AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES
#15-04

Employer's Name Box Elder County ("Employer")

Employer's Address 1 South Main Street, Brigham City, UT 84302

Employer's Contact Person Jenica Baggs, HR Manager

Cigna Behavioral Health, Inc.'s Name Cigna Behavioral Health, Inc. ("Cigna Behavioral")

Cigna Behavioral Health, Inc.'s Address 11095 Viking Drive, Suite 350, Eden Prairie, MN 55344

Cigna Behavioral Health, Inc.'s Contact Person President

Agreement Effective Date January 1, 2015

Effective Date of Amendment Effective by Cover Sheet N/A

Fee for Service \$2.17 per employee per month

Number of Employer Account Service Hours 10 per 1000 employees

Number of Visits Available Per Assessed Problem For Clinical Services Five (5)

Other _____

The rest of this page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have caused this Cover Sheet to be executed as of the Effective Date shown on this Cover Sheet.

BOX ELDER COUNTY



[Handwritten Signature]

Name: _____

Title: _____

Date: _____

CIGNA BEHAVIORAL HEALTH, INC.

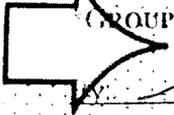
By: _____

Name: Karen Cierzan

Title: President & CEO

Date: _____

**WITH RESPECT TO THE PRIVACY
ADDENDUM (EXHIBIT 4) ONLY:
(GROUP HEALTH PLAN (EMPLOYER'S PLAN))**



[Handwritten Signature]

Name: _____

Title: _____

Date: _____

* **Group Health Plan** is a defined term under HIPAA (sec 45 C.F.R. 160.103). It generally refers to an employee welfare benefit plan maintained by an employer for its employees. Typically, an Employer (Plan Sponsor) will designate an individual or a committee to carry out the Group Health Plan. An individual so authorized to act on behalf of the Group Health Plan should sign here.

AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

Agreement made as of the date set forth as the Effective Date on the Cover Sheet to this Agreement between Cigna Behavioral and the Employer identified on the Cover Sheet to this Agreement as Employer.

WITNESSETH:

WHEREAS, Employer wishes to provide an Employee Assistance Program ("EAP") which includes Clinical Services as described herein to its employees, their dependents, and members of their households ("Participants") who do not reside in California or Nevada. The Clinical Services' components of the EAP provided to Participants who reside in California or Nevada are covered under the short-term counseling policies issued to Employer by Cigna Health and Life Insurance Company, a Cigna Behavioral affiliate ("CHLIC") and not by the terms of this Agreement. All other EAP services for such Participants are covered under the terms of this Agreement; and

WHEREAS, Cigna Behavioral has established and administers an EAP and has agreed to provide its EAP services to Employer for Participants.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Employer and Cigna Behavioral agree as follows:

I. Responsibilities of Cigna Behavioral

EAP-Services

1.1. Clinical Service: For mental health, alcoholism or drug abuse service ("Clinical Service"), Cigna Behavioral shall provide assessment, referral and/or short-term problem resolution sessions, up to the maximum number of visits per assessed problem as set forth on the then effective Cover Sheet, per contract year.

1.2. Work/Life Support Services: For family care, legal/financial information, Healthy Rewards (telephonic), and Promotional Communications which includes but is not limited to, Frequently Asked Questions, Article Library, initial registration, online eligibility check, self-assessment tool and Provider Directory and Search vehicle, Cigna Behavioral shall provide assessment and referral services as requested by Participant or Employer. Legal assessment and referral services are not available to Participants if the issue is related to a potential cause of action against Employer. Online behavioral health services ("Online Services"), shall be provided pursuant to the terms of Exhibit 1 of this Agreement. Any additional services ("Menu Options") purchased by Employer are attached hereto as Exhibit 3 of this Agreement.

1.3. Services shall be provided by Cigna Behavioral through its employees and/or independent contractors. Cigna Behavioral employees and/or contractors shall look solely to Cigna Behavioral for payment for assessment, referral and/or short-term problem resolution services provided pursuant to this Agreement. Participants may access services from Cigna Behavioral through a toll-free telephone number maintained by Cigna Behavioral twenty-four (24) hours a day, seven (7) days a week.

1.4. Participant calls to the Cigna Behavioral toll-free number shall be handled by a personal advocate who shall refer the Participant to an appropriate resource.

- A. For Clinical Services, Cigna Behavioral shall offer an appointment within two (2) business days with a local counselor. In a Clinical Services' emergency, trained clinicians shall be available at Cigna Behavioral to telephonically address the situation and to make a referral to a local counselor or crisis intervention center for assessment, referral and/or short-term problem resolution.
 - B. For Work/Life Support Services, Cigna Behavioral may refer Participant to contracted specialty firms or to local resources for assessment and referral. Participants shall be responsible for costs of services provided pursuant to a referral. Contracted specialty firms may offer Participant a discount rate. Work/Life Support legal services and/or financial services shall include, at no charge to Participants, an initial thirty (30) minute consultation.
- 1.5. For Clinical Services, Cigna Behavioral shall maintain a nationwide network of local mental health and substance abuse counselors who shall assess the problem, provide short-term problem resolution and/or guide the Participant to appropriate local treatment resources.
- 1.6. Fees for Clinical Services other than assessment, referral and short-term problem resolution services within the maximum number of visits per assessed problem as shown on the Cover Sheet shall be the Participant's responsibility. Cigna Behavioral shall not represent to the Participant that Cigna Behavioral's identification of or referral to treatment resources constitutes coverage under the provisions of Participant's medical coverage plan.
- 1.7. Cigna Behavioral shall provide Account Services as set forth in Exhibit 2.
- 1.8. Communication materials related to EAP services shall be available electronically.
- 1.9. Cigna Behavioral shall provide reports concerning utilization of EAP services by Participants on a quarterly basis to Employer. Individually identifiable Participant information shall be the property of Cigna Behavioral. Without the appropriate written consent of the Participant, Cigna Behavioral shall provide no information to Employer or any third party that includes any Participant specific identifiable information.
- 1.10. Cigna Behavioral and Employer agree not to use for any purposes other than the performance of this Agreement, and further agree not to disclose to others, any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered, without the prior written consent of the other party. Each party shall treat and shall require its employees to treat as strictly confidential all such technical and business information it has learned in the course of this Agreement, and in discussions and proposals leading up to this Agreement. The provisions of this section shall survive the termination of this Agreement. Cigna Behavioral shall maintain as confidential all patient identifiable information received in the course of performing services under this Agreement, and shall not use or disclose such information except as may be permitted or required under applicable state and federal law.
- 1.11. Cigna Behavioral shall provide management consultations to supervisors who request assistance for work related problems of employees. Cigna Behavioral shall provide assistance with mandatory referrals for employees who are required, under continuation of employment, drug free workplace or other workplace policies, to receive an assessment under the EAP. However, Cigna Behavioral shall not nor shall any of its network of providers provide advice and/or make a determination regarding an employee's (a) ability to safely perform the functions of his/her job, (b) ability to return to work after a medical disability, involuntary suspension from duties or administrative leave of absence, and/or (c) potential for workplace violence. No individually identifiable employee information concerning the employee's treatment shall be provided without the employee's written consent on a form approved by Cigna Behavioral.

II. Responsibilities of Employer

- 2.1. Employer shall distribute to employees the communication materials described in paragraph 1.8 above, at Employer's expense and shall cooperate with Cigna Behavioral in other reasonable efforts to otherwise communicate with Participants concerning the services available to them pursuant to this Agreement.
- 2.2. Employer shall inform Cigna Behavioral of Employer's management policies and procedures that guide supervisors in handling employees with performance concerns in order for Cigna Behavioral to provide the training set forth in Exhibit 2. Cigna Behavioral assumes no responsibility for the legal appropriateness of such policies and procedures.
- 2.3. Employer shall compensate Cigna Behavioral for services provided under this Agreement in the amount shown on the then effective Cover Sheet. Employer agrees to pay Cigna Behavioral on the first day of each covered month. Payments by Employer shall be sent to Cigna Behavioral at the address set forth on the then effective Cover Sheet to this Agreement. Retroactive adjustments to the amount of the per employee per month fees paid to Cigna Behavioral shall be limited to twelve (12) months prior to the date the Employer notifies Cigna Behavioral of such a retroactive adjustment.
- 2.4. The amount set forth on the then effective Cover Sheet shall not include any state premium, sales, use tax, or similar tax (including penalties or interest thereon) assessed on the basis of the services provided by Cigna Behavioral pursuant to this Agreement.
- 2.5. Cigna Behavioral shall have the right to revise Cigna Behavioral's fees and/or the number of hours available to Employer as Employer Account Services (i) twenty-four (24) months from the effective date of this Agreement, (ii) at any time thereafter, but no more frequently than once every twelve (12) months after the initial twenty-four (24) month term, by giving Employer not less than thirty (30) days' prior written notice, and (iii) when the number of employees varies by more than 10% from the number included on the first Cigna Behavioral billing for the initial twenty-four (24) month term and each subsequent twelve (12) month period of the Agreement.
- 2.6. Employer agrees that, annually, at least ninety (90) days prior to the anniversary date of the Effective Date of this Agreement, Employer shall furnish to Cigna Behavioral the number of employees who are Participants by state of residence.

III. Miscellaneous Provisions

- 3.1. All notices required or permitted to be given under this Agreement shall be in writing and addressed to the address and contact person set forth on the then effective Cover Sheet to this Agreement and mailed through the United States mail or nationally recognized courier service. Notices shall be effective upon receipt by the party to which they are addressed.
- 3.2. No amendment of any of the provisions of this Agreement shall be binding on either party unless in writing and signed by the duly authorized representatives of both parties. Amendments to items contained on the then effective Cover Sheet shall be effected by the execution of a revised Cover Sheet showing the effective date of the revised Cover Sheet and signed by both parties.
- 3.3. This Agreement is nonassignable without the written consent of the other party, except that Cigna Behavioral may assign the Agreement to a Cigna affiliate. Any attempted assignment without such consent shall be void.
- 3.4. No failure by either party at any time or for any period of time to insist upon full performance by the other party shall be deemed a waiver of any duty owed by the other party to the non-objecting party.
- 3.5. Employer hereby delegates to Cigna Behavioral the authority, responsibility, and discretion to determine all questions of eligibility and status under the EAP, to interpret and construe the provisions of

the EAP as necessary to reach factually supported conclusions and to make a full and fair review of each claim for EAP benefits which have been denied by Cigna Behavioral pursuant to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Cigna Behavioral assumes no responsibility for Employer's ERISA plan except as set forth in this section.

3.6. This Agreement contains the entire agreement between Employer and Cigna Behavioral with respect to the services provided hereunder, and supersedes any and all prior discussions or agreements, written or oral, with respect thereto.

3.7. The parties agree to submit any disputes or claims arising out of or related to this Agreement to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association and to conduct such arbitration in the city of Minneapolis, Minnesota. There shall be a single arbitrator chosen by both parties within thirty (30) days after notice to arbitrate a claim is received by the party against whom arbitration is sought. If the parties are unable to agree upon a single arbitrator within that thirty (30) day period, the arbitrator shall be appointed by the American Arbitration Association. Judgment may be entered upon the award of the arbitrator. Cost of the arbitration shall be borne equally by the parties unless the arbitrator's award directs otherwise.

3.8. This Agreement shall remain in effect from the Effective Date until terminated by Cigna Behavioral upon Employer's failure to pay Cigna Behavioral as provided in Section 2.3, or by either party with sixty (60) days' prior written notice to the other party.

3.9. This Agreement shall be governed by, and shall be construed in accordance with all applicable federal laws, including ERISA, and the laws of the state of Utah.

3.10. The terms of Exhibit 4, Privacy Addendum, shall be incorporated herein.

IV. Liability and Indemnity

4.1. In the event that Cigna Behavioral, its officers, directors, employees or agents are made parties to any judicial or administrative proceeding arising in whole or in part out of any function negligently performed by the Employer, including the functions and obligations set forth in the Privacy Addendum, then the Employer shall indemnify and hold Cigna Behavioral harmless for any and all judgments, settlements, and costs (including reasonable attorneys' fees) which Cigna Behavioral incurs or pays in connection therewith except that Employer shall not be required to reimburse for such amounts if the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees with respect thereto) was caused by the negligence, fraud or criminal conduct of Cigna Behavioral, its agents, employees, officers or directors.

4.2. In the event that Employer, its officers, directors, employees, agents or affiliates are made parties to any judicial or administrative proceeding arising in whole or in part out of any function negligently performed by Cigna Behavioral, including the functions and obligations set forth in the Privacy Addendum, then Cigna Behavioral shall indemnify and hold Employer harmless for any and all judgments, settlements and costs (including reasonable attorneys' fees) which Employer incurs or pays in connection therewith except that Cigna Behavioral shall not be required to reimburse for such amounts if the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees with respect thereto) was caused by the negligence, fraud or criminal conduct of Employer, its agents, affiliates, employees, officers or directors. The foregoing does not include indemnification for the negligent acts or omissions of Participating Providers. By contract, Cigna Behavioral requires Participating Providers to maintain adequate amounts of professional liability insurance, and Participating Providers remain responsible for their own professional conduct.

4.3. In the event that the parties have been found jointly and severally liable to a third party, liability shall be apportioned consistent with the relative degree of fault of each party.

4.4. In the event litigation is instituted by a third party against the Employer and/or Cigna Behavioral concerning any matter under the Plan, each party to this Agreement shall have sole authority to select legal counsel of its choice.

4.5. The indemnifications provided for by the foregoing paragraphs shall survive the termination of this Agreement.

V. Determination of California and/or Nevada Participants' Eligibility

5.1. As the insurer for the short-term counseling benefit for California and/or Nevada Participants, CHLIC is required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the privacy regulations promulgated thereunder, to distribute a Privacy Notice, as defined under HIPAA, to those employees. In order for CHLIC to comply with this requirement, Employer shall furnish to Cigna Behavioral as agent for CHLIC such eligibility information electronically on a monthly basis according to the specifications set forth in Exhibit 5. It is mutually understood that the effective performance of this Agreement by Cigna Behavioral will require that it be advised on a timely basis by the Employer during the continuance of this Agreement of the identity of Employer's California and/or Nevada employee Participants.

EXHIBIT 1
ONLINE SERVICES

General Terms Applicable To All Users

Cigna Behavioral provides online services (“Online Services”) as a supplement to other health and wellness services furnished under this Agreement.

This Online Services attachment (“Attachment”) states the terms and conditions that govern the use of the Online Services. The information contained in the Online Services is for informational purposes only and is not to be used for medical diagnosis or treatment.

Agreement; Online Services

By Employer using the Online Services or notifying Participants of the availability of the Online Services, Employer agrees to the terms and conditions of this Attachment. If at any time Employer becomes dissatisfied with the Online Services, Employer will discontinue its use and notify Participants that the Online Services are no longer available to them.

The Online Services are provided through Cigna Behavioral and/or third-party websites (“Site” or “Sites”). Cigna Behavioral grants to Employer and Participants, for personal, noncommercial purposes only, a nonexclusive, limited and revocable right to access and use the Online Services. Employer and Participants may not use the Online Services for any other purpose, including external commercial purposes, such as co-branding, framing or linking. Employer and Participants may not copy, reproduce or distribute any material from the Online Services. By way of example and not limitation, Employer shall not copy materials from the Online Services and use them as handouts during employee and/or manager training programs unless the materials are specifically marked as available for such use.

Employer and Participants will not take any action inconsistent with the copyright and trademark ownership rights of the Online Services content owners and any other providers of the Online Services.

Computer Equipment

Employer and Participants are responsible for obtaining, installing, maintaining and operating all equipment and software necessary to access the Online Services, in accordance with such requirements as may be provided by the equipment and software manufacturers. Cigna Behavioral is not responsible for any errors or problems that arise from the malfunction or failure of such equipment or software.

Browser Access and Internet Services

Employer and Participants are responsible for obtaining Internet services via an Internet service provider in order to access the Online Services. Likewise, Employer and Participants are responsible for any and all fees imposed by such Internet service provider and any associated communications service provider charges.

Passwords

Cigna Behavioral may at its option change the parameters for the password used to access the Online Services (“Password”) without prior notice to Employer or Participants. This may result in Employer or Participants being required to change their password the next time the Online Services are accessed.

Employer agrees to, and shall require Participants to, protect and keep confidential its User ID, Password, or other means of accessing its account for the Online Services.

New Features

The content of the Online Services may, from time to time and at Cigna Behavioral's sole discretion, include new features or modify or delete existing features to the Online Services.

Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, CIGNA BEHAVIORAL SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY I) DIRECT, II) INDIRECT, OR III) PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; FAILURE OR UNAVAILABILITY OF INTERNET SERVICE; CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE; THIRD PARTY CONTENT, INFORMATION OR PRODUCTS; OR ANY OTHER PROBLEMS DUE TO CAUSES BEYOND CIGNA BEHAVIORAL'S CONTROL. CUSTOMER ACKNOWLEDGES THAT CIGNA BEHAVIORAL MAKES NO WARRANTY THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. CIGNA BEHAVIORAL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USEFULNESS OF OR THE EXPECTED RESULTS OF THE MATERIAL CONTAINED ON THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, CIGNA BEHAVIORAL DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AS TO THE ONLINE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Termination

Cigna Behavioral may terminate, suspend or limit Employer and/or Participants' access privileges to the Online Services, in whole or part, at any time for any reason without prior notice, unless otherwise stated in an agreement with respect to the Online Services.

Indemnity

Employer acknowledges and agrees that it is responsible for its and Participants' conduct while using the Online Services and agrees to indemnify and hold Cigna Behavioral and its officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that it may incur in connection with a third party claim or otherwise, in relation to Employer's or a Participant's use of the Online Services, the use of the Online Services by anyone using Employer's or a Participant's User ID or Password, or Employer or a Participant's violation of the terms of this Attachment or the rights of any third party (including, but not limited to, privacy rights).

Site links

The Sites may contain links to other third party web sites. Cigna Behavioral is not responsible for, nor does it control, the content, products, or services provided by linked sites. Employer's and Participants'

access, use and reliance upon such content, products or services at such third party websites is at their own risk.

Digital Millennium Copyright Act

Cigna Behavioral reserves the right, but not the obligation, to terminate Employer's and/or Participants' access to the Online Services if it determines in its sole discretion that such individuals are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Cigna Behavioral and its service providers accommodate and do not interfere with standard technical measures used by copyright owners to protect materials. Cigna Behavioral has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Digital Millennium Copyright Act. Cigna Behavioral's designated agent to receive notification of claimed infringement is:

Jonathan Witte
1601 Chestnut Street – Two Liberty
Philadelphia, PA 19192
215.761.1964

Any notice from Employer or a Participant regarding any infringement of copyright or of other proprietary rights must include the following information:

- A. A signature of a person authorized to act on behalf of (i) the owner of an exclusive right that is allegedly infringed or (ii) the person defamed.
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- C. Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, including information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- E. A statement that Employer or the Participant (as applicable) has a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.

If Employer or Participants choose to access the Online Services from outside the United States, they do so on their own initiative and are responsible for compliance with U.S. and local laws, if and to the extent that local laws are applicable. Software is subject to United States export controls. No software may be downloaded or otherwise exported or re-exported (i) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Employer represents and warrants that it is not located in, under the control of, or a national resident of any such country or on any such list. Employer agrees to comply with U.S. export control laws and that it will not transfer any software or other content from the Online Services to a foreign national or foreign country in violation of those laws.

Minors and the Children's Online Privacy Protection Act

Except as expressly stated upon initial access to a Site or section of such Site, the Site does not direct content to Minors and does not intend to collect personal information from Minors and therefore is not subject to the Child Online Privacy Protection Act.

If a Participant allows a minor child, or a child for whom a Participant is a legal guardian (a "Minor"), to access and use the Site, such Participant will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor's access to and use of the Site; and (iii) the consequences of any use.

Viruses, Worms, Use of Files

Cigna Behavioral cannot and does not guarantee or warrant that files available for downloading from the Site are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. Cigna Behavioral does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, noninfringement or fitness for a particular purpose) with respect to the files available for downloading from the Site. In no event will Cigna Behavioral be liable to Employer, Participants, or anyone else for any decision made or action taken in reliance on results obtained from use of files downloaded from the Site. These files may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason except for personal use is expressly prohibited, unless prior written consent is obtained from the appropriate Cigna Behavioral copyright holder.

Message Boards and Chat Rooms

It is a condition of Participants' use of Message Boards or Chat Rooms that Participants do not: (i) post or transmit any unlawful, threatening, abusive, libelous, defamatory, racial, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (ii) post or transmit comments containing harassing or offensive language, using sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activity online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, worms or Trojan horses; (iii) post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works without first obtaining permission from the owner; (iv) post or transmit any information, software or other material which contains a virus, worm, Trojan horse or other code that has contaminating or destructive properties; (v) post any information, software, or other material for commercial purposes; (vi) solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes; (vii) impersonate any person or entity or falsely represent their professional or other affiliation with any person or entity; or (viii) use the Site to collect personally identifiable information in violation of the Privacy Statement accompanying the Site. Cigna Behavioral, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. Cigna Behavioral reserves the right to prohibit Participants from use of Message Boards or Chat Rooms if they violate this provision.

Employer understands that Cigna Behavioral has no obligation to monitor Message Boards or Chat Rooms. Cigna Behavioral reserves the right at all times to disclose any information regarding the Message Boards or Chat Rooms, or to remove any information or materials, in whole or in part, that in Cigna Behavioral's sole and absolute discretion, are objectionable. Employer acknowledges that Cigna Behavioral reserves the right to monitor any and all information transmitted or received through the Sites, which may be examined, recorded, copied, and used in accordance with the Privacy Statement accompanying the Site. Use of the Sites constitutes consent to such activity by Cigna Behavioral.

When using the Sites Participants should not compromise their personal safety. Participants should not provide their name, phone number, social security number or any other personally identifying information to people they do not know. Participants should not continue any conversation online that makes them feel uncomfortable.

Calculations and Investment Decisions

Financial calculators and calculations are provided for illustrative purposes only. Participants are responsible for verifying the accuracy and suitability of all assumptions and calculations. Participants should seek the advice of licensed and/or competent individuals before making any investment or financial planning decisions. Participants should not rely solely on financial calculators\calculations or financial or retirement information found on the Sites.

EXHIBIT 2

EMPLOYER ACCOUNT SERVICES

Employer is entitled to utilize, for the delivery of the Employer Account Services listed below, the number of hours set forth on the then effective Cover Sheet to this Agreement in each twelve month period from the Effective Date of this Agreement. Pro-rata adjustments in this number of hours may be computed pursuant to Section 2.5 of this Agreement.

- * Employee Orientation Sessions
- * Management/Supervisory Training Sessions
- * Educational/Wellness Seminars
- * Critical Incident Response Services
- * Other Employer Account Services - Employer Account Services requested by Employer for which Cigna Behavioral notifies Employer that those services shall be counted against Employer Account Services' hours, including but not limited to, executive briefings, reduction in workforce counseling, and Employer's on-site EAP promotional activities conducted by Cigna Behavioral EAP managers or Cigna Behavioral contracted EAP affiliates.

Delivery of these Employer Account Services shall be as agreed upon by the parties. In the event Employer does not utilize or only partially utilizes these Employer Account Services' hours during the twelve (12) month period to which they relate, Employer shall not be entitled to any refund or account credit, or to carry those hours forward. If Employer cancels its request for these services or reduces the number of hours initially requested after an independent provider has been secured by Cigna Behavioral, Cigna Behavioral shall deduct that number of hours the provider had been secured from Employer Account Services' hours.

Additional Employer Account Services' hours may be purchased by Employer from Cigna Behavioral at Cigna Behavioral's fee-for-service rates in effect at the time of the request for such Employer Account Services. Delivery of these additional Employer Account Services' hours shall be as agreed upon by the parties.

EXHIBIT 3
MENU OPTIONS****

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***** Only those additional Menu Options purchased by Employer will be listed on this page.*

EXHIBIT 4

PRIVACY ADDENDUM

I. GENERAL PROVISIONS

Section 1. Effect. Effective as of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement for Employee Assistance Program Services to which this Addendum is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (the "Agreement"), except for any provisions of the Agreement which are more stringent regarding the use or disclosure of PHI by Cigna Behavioral than this Addendum. Any such more stringent provisions in the Agreement shall prevail over this Addendum. This Addendum sets out terms and provisions relating to the use and disclosure of protected health information without written authorization from the individual.

Section 2. Amendment to Comply with Law. Cigna Behavioral, Employer (also referred to as "Plan Sponsor") and the Group Health Plan that is the subject of the Agreement (also referred to as "the Plan") agree to amend this Addendum to the extent necessary to allow either the Plan or Cigna Behavioral to comply with the HIPAA Privacy Rule, the HIPAA Standards for Electronic Transactions (45 CFR Parts 160 and 162), the HIPAA Security Standards (45 CFR Parts 160 and 164, Subpart C), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, which was included in the American Recovery and Reinvestment Act ("ARRA") (P.L. 111-5) and their implementing regulations promulgated or to be promulgated by the Secretary, and other applicable regulations or statutes.

Section 3. Relationship of Parties. The parties intend that Cigna Behavioral is an independent contractor and not an agent of the Plan.

II. OBLIGATIONS OF CIGNA BEHAVIORAL

Section 1. Use and Disclosure of Protected Health Information. Except as otherwise provided in this Addendum, Cigna Behavioral may use or disclose Protected Health Information ("PHI") to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Plan. To the extent Cigna Behavioral is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, Cigna Behavioral agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations. Cigna Behavioral may use and disclose Protected Health Information:

- (i) for the proper management and administration of Cigna Behavioral, or to carry out the legal responsibilities of Cigna Behavioral;
- (ii) for the proper management and administration of Cigna Behavioral, provided that disclosures are: (a) required by law or (b) Cigna Behavioral obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies Cigna Behavioral of any instances of which it is aware in which the confidentiality of the information has been breached; or
- (iii) to provide Data Aggregation services relating to the health care operations of the Plan or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.
- (iv) as required by law.

Section 2. Disclosure of Protected Health Information to Group Health Plan Sponsor.

(a) The Group Health Plan acknowledges and agrees that the Privacy Rules allow the Group Health Plan to permit Cigna Behavioral to disclose or provide access to PHI, other than Summary Health Information, to the Plan Sponsor only after the Plan Sponsor has amended its plan documents to provide for the permitted and required uses and disclosures of PHI and to require the Plan Sponsor to provide a certification to the Plan that certain required provisions have been incorporated into the Plan documents before the Plan may disclose, either directly or through a business associate, such as Cigna Behavioral, any PHI to the Plan Sponsor. The Group Health Plan hereby warrants and represents that no PHI will be provided to the Plan Sponsor nor to any of its employees, agents or other persons under its control. Therefore no such Plan document amendments have been made nor any such certification received from the Plan Sponsor.

Section 3. Other Information to Plan Sponsor or Plan. Upon the written request of Plan or Plan Sponsor, Cigna Behavioral will provide certain other information including, but not limited to, information about Cigna Behavioral's arrangements with health care providers ("Other Information") to Plan Sponsor's designated employee. Plan Sponsor acknowledges that in receiving Other Information under these provisions, it acts in its capacity as Plan Administrator, as that term is defined by the Employee Retirement Income Security Act of 1974, as amended. Other Information will be kept confidential and will be used by Plan Sponsor solely for the purpose of satisfying its fiduciary responsibilities with respect to administration of the Plan, and will be handled and maintained in accordance with all fiduciary obligations owed to participants in the Plan.

Section 4. Security Standards. Cigna Behavioral shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 5. Reporting of Violations. Cigna Behavioral shall report to the Group Health Plan any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

Section 6. Disclosures to and Agreements by Third Parties.

(a) In accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2), Cigna Behavioral agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Cigna Behavioral agree to substantially similar restrictions, conditions, and requirements that apply to Cigna Behavioral with respect to such information.

(b) Upon Group Health Plan's or Employer's written request, Cigna Behavioral will provide Protected Health Information and/or Other Information to certain designated third-parties who assist in administering the Plan and are authorized by the Group Health Plan to receive such information ("Designated Third Parties") solely for the purpose of assisting in the carrying out of Plan administration functions. Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. Group Health Plan shall enter into and maintain an agreement with each agent and subcontractor or other third party to which it directs Cigna Behavioral to disclose PHI under which such agent, subcontractor or other third party is legally bound by substantially similar restrictions with respect to Protected Health Information that apply to Cigna Behavioral pursuant to this Addendum.

(c) It is acknowledged and agreed that the Privacy Rules require the Group Health Plan to maintain policies and procedures to ensure that any PHI that it uses, requests or discloses be no more than the minimum necessary to accomplish the intended purpose. The Group Health Plan hereby warrants and represents that any requests that it makes for PHI to be disclosed to it or to any third parties will be for no more than the minimum amount necessary for the intended purpose.

(d) Any other provision of this Addendum notwithstanding, Cigna Behavioral may decline to disclose to any third party any information which the Agreement provides may not be disclosed to the Employer.

Section 7. Access to Information.

(a) **Request made to the Plan.** When an individual requests access to PHI contained in a designated record set and such request is made directly to the Plan or Employer, the Plan shall so notify Cigna Behavioral within two (2) business days of receipt of such request. Cigna Behavioral shall make such PHI available directly to the Participant within the time required in 45 C.F.R. Section 164.524.

(b) **Request made to Cigna Behavioral.** If a Participant directs a request for access to PHI contained in such designated record set to Cigna Behavioral, Cigna Behavioral will provide the PHI to the individual within the time required in 45 C.F.R. Section 164.524.

(c) **Responsibility for denials and responding to requests.** In the case of either subsection (a) or (b) above, the Plan delegates to Cigna Behavioral the duty to determine, on behalf of the Plan, whether to deny access to PHI requested and the duty to provide any required notices and review.

(d) It is understood and agreed that in all activities performed pursuant to this section, Cigna Behavioral acts as a delegate of, and on behalf of, the Plan and/or Employer. When responding to an individual's request for access, it may inform such individual of that fact and that there may be other PHI about that individual created or maintained by the Plan and/or its other business associates and not included in Cigna Behavioral's response. Cigna Behavioral shall not be responsible for performing any of the duties described herein with respect to any such other PHI.

Section 8. Availability of Protected Health Information for Amendment.

(a) **Handling of Requests by Cigna Behavioral.** When an individual requests amendment of PHI contained in a designated record set and created or received by Cigna Behavioral or its subcontractors, and such request is made directly to the Plan or Employer, within two (2) working days of its request, the Plan shall forward such request to Cigna Behavioral for handling except that the Plan shall retain and handle all requests to the extent that they pertain to individually identifiable health information (i.e. enrollment information) originated by the Plan, Plan Sponsor, or its other business associates. Cigna Behavioral shall respond to such forwarded requests as well as to any such requests that it receives directly as required by Section 164.526 except that Cigna Behavioral shall forward to the Plan for handling any requests for amendment of PHI originated by the Plan, Plan Sponsor or its other business associates.

(b) **Responsibility for denial of request.** With respect to those requests handled by Cigna Behavioral under subparagraph (a) above, the Plan delegates to Cigna Behavioral the duty to determine, on behalf of the Plan, whether to deny a request for amendment of any PHI and the duty to provide any required notices and review as well as, in the case of its determination to grant such a request, the duty to make any amendments in accordance with the terms of the Privacy Rules. In all other instances, the Plan retains all responsibility for handling such requests, including any denials, in accordance with the Privacy Rules.

(c) **Amendments by the Plan.** Whenever Cigna Behavioral is notified by the Plan that the Plan has agreed to make an amendment pursuant to such a request which it handles hereunder, Cigna Behavioral shall incorporate any such amendments in accordance with Section 164.526.

(d) It is understood and agreed that in all activities performed pursuant to this section, Cigna Behavioral acts as a delegate of, and on behalf of, the Plan and/or Employer. When responding to requests for amendment of PHI, Cigna Behavioral may inform such individual of that fact and that there may be other PHI about that individual created or maintained by the Plan and/or its other business associates and not included in Cigna Behavioral's response. Cigna Behavioral shall not be responsible for performing any of the duties described herein with respect to any such other PHI.

(e) **Modifications to Individual Rights and Accounting of Disclosures.** Effective on and after February 17, 2010, or the date specifically provided in the HITECH Act provisions or regulations issued by the Secretary pursuant to such provisions, Cigna Behavioral shall comply with, and shall assist the Plan in complying with, the modifications to the individual rights under the HIPAA Privacy Rule; specifically modifications to: requested restrictions on certain disclosures of health information, under 45 CFR § 164.522(a)(1)(i)(A); access to certain information in electronic format if the Plan or Cigna Behavioral uses or maintains an electronic health record with respect to an Individual's Protected Health Information, under 45 CFR § 164.524; and accounting of certain Protected Health Information disclosures if the Plan or Cigna Behavioral uses or maintains an electronic health record with respect to Protected Health Information, under 45 CFR § 164.528. Cigna Behavioral shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the manner and time required in 45 CFR 164.528.

Section 9. Accounting of Disclosures

(a) **Request made to the Plan.** When an individual requests an accounting of disclosures pursuant to Section 164.528, and such request is made directly to the Plan or Employer, the Plan shall so notify Cigna Behavioral within two (2) business days of receipt of such request.

(b) **Request made to Cigna Behavioral.** If a Participant directs a request for accounting to Cigna Behavioral, Cigna Behavioral will provide the accounting to the participant within the time required in 45 CFR Section 164.528.

(c) It is understood and agreed that in all activities performed pursuant to this section, Cigna Behavioral acts as a delegate of, and on behalf of, the Plan and/or Employer. When responding to requests for an accounting of disclosures, Cigna Behavioral may inform such individual of that fact and that there may be other disclosures of PHI

about that individual made by the Plan and/or its other business associates and not included in Cigna Behavioral's response. Cigna Behavioral shall not be responsible for performing any of the duties described herein with respect to any such other PHI or disclosures.

Section 10. Other Requests. Cigna Behavioral shall handle Participant requests made to it for privacy protection for PHI pursuant to the requirements of the Privacy Rules at Section 164.522.

Section 11. Processes and Procedures. In carrying out its duties set forth in Sections II, 7, 8, 9 and 10 above, Cigna Behavioral may establish procedures and processes for requests from individuals as permitted by the Privacy Rules, including the requirement that requests be made in writing and the creation of a form for use by individuals in making such requests. As appropriate, Cigna Behavioral shall utilize the same or similar procedures regarding requests from individuals for access to PHI that it applies to its own health care plan administration business.

Section 12. Availability of Books and Records. Cigna Behavioral hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Group Health Plan's compliance with the Privacy Rules.

Section 13. Protection of Electronic PHI. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times thereafter Cigna Behavioral shall:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Cigna Behavioral creates, receives, maintains, or transmits on behalf of the Plan as required by the Security Standards;
- (b) Ensure that any agent, including a subcontractor, to whom Cigna Behavioral provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and
- (c) Report to the Plan any Security Incident of which it becomes aware.

Section 14. Receiving Remuneration in Exchange for Protected Health Information Prohibited. Cigna Behavioral shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 CFR § 164.508, that specifies whether Protected Health Information can be exchanged for remuneration by the entity receiving Protected Health Information of that Individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 15. Limited Data Set or Minimum Necessary Standard and Determination. Cigna Behavioral shall limit the use, disclosure, or request of Individuals' Protected Health Information, to the extent practicable, to the minimum necessary amount of Individuals' Protected Health Information to accomplish the intended purpose of such use, disclosure, or request and to perform its obligations under the underlying Agreement and this Addendum. Cigna Behavioral shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure. Cigna Behavioral's obligations under this provision shall be subject to modification to comply with guidance issued by the Secretary.

Section 16. Security Breach Notification. Cigna Behavioral will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten business days after Cigna Behavioral's discovery of same. This notification will include, to the extent known:

- (a) the names of the individuals whose PHI was involved in the Breach;
- (b) the circumstances surrounding the Breach;
- (c) the date of the Breach and the date of its discovery;
- (d) the information Breached;
- (e) any steps the impacted individuals should take to protect themselves;

(f) the steps Cigna Behavioral is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,

(g) a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, Cigna Behavioral is not the agent of the Plan or the Employer (as "agent" is defined under common law). Cigna Behavioral will investigate Breaches, assess their impact under applicable state and federal law, including HITECH, and will make a recommendation to the Plan regarding whether notification is required pursuant to 45 CFR §164.404-408 and/or applicable state breach notification laws. With the Plan's prior approval, Cigna Behavioral will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media as the Plan is required to notify pursuant to, and in accordance with the requirements of, applicable law (including 45 CFR §164.404-408). Cigna Behavioral will pay the costs of issuing notices required by law and other remediation and mitigation which, in Cigna Behavioral's discretion, are appropriate and necessary to address the Breach. Cigna Behavioral will not be required to issue notifications that are not mandated by applicable law. Cigna Behavioral shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 CFR §164.408(c).

III. TERMINATION OF AGREEMENT WITH CIGNA BEHAVIORAL

Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Group Health Plan upon prior written notice to Cigna Behavioral in the event that Cigna Behavioral materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice; provided that in the event that termination of this Agreement is not feasible, in the Group Health Plan's sole discretion, Cigna Behavioral hereby acknowledges that the Group Health Plan shall have the right to report the breach to the Secretary.

If Cigna Behavioral knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, Cigna Behavioral shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, Cigna Behavioral shall terminate the Agreement, if feasible, at the end of such period. However, if neither termination of the Agreement nor cure are feasible, Cigna Behavioral shall report the violation to the Secretary.

Section 2. Use of Protected Health Information upon Termination. The parties hereto agree that it is not feasible for Cigna Behavioral to return or destroy PHI at termination of this Agreement, therefore, the provisions of this Addendum shall survive termination of this Agreement and Cigna Behavioral shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

IV. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum are defined in Article IV. Terms used in this Addendum shall have the meanings ascribed to them by the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Agreement will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in the HIPAA Privacy and Security Rules and the HITECH Act. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule, or the HITECH Act means the section as in effect or as amended or a successor section thereto, and for which compliance is required.

"Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Unsecured Protected Health Information ("PHI") which compromises the security or privacy of such information, except where an authorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Cigna Behavioral if such acquisition, access, or use was made in good faith and within the

course and scope of the employment or other professional relationship of such employee or individual with Cigna Behavioral; and such information is not further acquired, accessed, used, or disclosed by any person.

“Business Associate” means Cigna Behavioral Health, Inc.

“Covered Entity” means Plan.

“Data Aggregation” shall mean the combining of Protected Health Information by Cigna Behavioral with the Individually Identifiable Health Information created or received by Cigna Behavioral in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the Group Health Plan and the other covered entity.

“Designated Record Set” shall mean the, payment, claims adjudication, and case or medical management record systems maintained by or for the Group Health Plan, or used, in whole or in part, by or for the Group Health Plan to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Group Health Plan.

“Electronic Protected Health Information” shall mean PHI that is transmitted by or maintained in electronic media as that term is defined in 45 CFR 160.103

“Plan” or “Group Health Plan” shall mean the Group Health Plan (as defined in the Employee Retirement Income Security Act of 1974, as amended, (ERISA) at 29 U.S.C. § 1191b(a)) maintained by the Plan Sponsor that is identified in this Agreement as the health Plan for or on behalf of which Cigna Behavioral is obligated to perform any function or activity involving the use or disclosure of Protected Health Information pursuant to this Agreement.

“Individually Identifiable Health Information” shall mean information that is a subset of health information, including demographic information collected from an individual, and:

- (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Standards), or employer; and
- (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Limited Data Set” shall have the same meaning as the term “limited data set” as set forth in as defined in 45 CFR 164.514(e)(2).

“Privacy Standards” shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E.

“Protected Health Information” or “PHI” shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Cigna Behavioral creates or receives from or on behalf of the Group Health Plan in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, and (ii) records described in 20 U.S.C. § 1232g(a)(4)(B)(iv).

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

“Security Incident” shall have the same meaning as the term “security incident” as set forth in 45 CFR 164.304.

"Summary Health Information" shall mean information, that may be Individually Identifiable Information, and (i) that summarizes the claims history, claims expenses, or type of claims experienced by individuals covered by the Group Health Plan; and (ii) from which the information described at 45 C.F.R. §164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 C.F.R. §164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

"Unsecured Protected Health Information" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in accordance with the requirements of Section 13401(h)(1) of the HITECH Act.

EXHIBIT 5
ELIGIBILITY ELECTRONIC TAPE SPECIFICATION

ELIGIBILITY TAPE RECORD and DEFINITIONS

Please note that all characters must be submitted in Upper Case

Description	Data Type	Position	Length	Definition	Key
1. Tape Record Indicator	Alphanumeric	1	1	Contains: (H) for Header in the first record Contains: (D) for Data (T) for Trailer in the last record	
2. Employee's Ins. ID or SSN	Alphanumeric	2	9	Social Security Number or other Insurance ID of Employee	M
3. Relationship Code	Alphanumeric	11	2	Insured's relationship to contract 00=Employee 01=Spouse 02=Dependent 03=Dependent 04=Dependent ...etc...	M
4. Member Last Name	Alphanumeric	13	15		M
5. Member First Name	Alphanumeric	28	15		M
6. Member Date of Birth	Alphanumeric	43	8	Date format is CCYYMMDD	M
7. Member SSN	Alphanumeric	51	9	Member Social Security number if available	M
8. Gender Code	Alphanumeric	60	1	(M) for male (F) for female	M
9. Marital Status	Alphanumeric	61	1	Policyholder's marital status (S) for Single (M) for Married (D) for Divorced (W) for Widowed	M
10. Annual Salary	Alphanumeric	62	6	Annual Salary, no cents, right justified, zero-filled	
11. Coverage Level	Alphanumeric	68	2	Specifies all individuals covered under this policy 00=Single 02=EE + Spouse 03=EE + Children 04=Family	M
12. COB Indicator (Coord. of Benefits)	Alphanumeric	70	1	(Y) for Yes (N) for No	
13. Original Coverage Effective Date	Alphanumeric	71	8	Member's original effective date with healthplan (format CCYYMMDD)	M
14. Coverage Effective Date	Alphanumeric	79	8	Effective date of current coverage (format is CCYYMMDD)	M
15. Coverage Termination Date	Alphanumeric	87	8	Last date member is eligible for coverage (format is CCYYMMDD) NOTE: A retroactive termination is acceptable up to 60 days after the term date is effective	
16. Home Phone Area Code	Alphanumeric	95	3		
17. Home Phone Prefix	Alphanumeric	98	3		
18. Home Phone Number	Alphanumeric	101	4		
19. Address (Street)	Alphanumeric	105	25		M
20. Address (apt./suite)	Alphanumeric	130	25		M
21. City	Alphanumeric	155	15		M
22. State	Alphanumeric	170	2		M
23. Zip Code (First 5 digits)	Alphanumeric	172	5		M
24. Zip Code (Last 4 digits)	Alphanumeric	177	4		
25. Carrier Account Number	Alphanumeric	181	10		M
26. Sub Group Number I	Alphanumeric	191	4	Coverage sub group number, Policy or Branch	M
27. Sub Group Number II	Alphanumeric	195	4	Coverage sub group number, Division or Plan	
28. Sub Group Number III	Alphanumeric	199	4	Coverage sub group number or Division	
29. Primary Care Physician Last Name	Alphanumeric	203	15		
30. Primary Care Physician First Name	Alphanumeric	218	15		
31. Primary Care Phys. Organization #	Alphanumeric	233	3	PCP Organization Number	
32. Primary Care Phys. ID Number	Alphanumeric	236	10	PCP Identification Number	
33. Primary Care Phys. Zip Code	Alphanumeric	246	5		
Preferred format: 6250 BPI, ASCII, 10 records/block				250 total bytes per record on 9-track magnetic tape.	Updated 10/21/2004

Key: M=MANDATORY

Eligibility Tape Record Format - SAMPLE
EMPLOYEE RECORD

Description	Data Type	Position	Length	Data
1. Tape Record Indicator	Alphanumeric	1	1	D
2. Employee's Ins. ID or SSN	Alphanumeric	2	9	576119650
3. Relationship Code	Alphanumeric	11	2	00
4. Member Last Name	Alphanumeric	13	15	DOE
5. Member First Name	Alphanumeric	28	15	JOHN
6. Member Date of Birth	Alphanumeric	43	8	19600415
7. Member SSN	Alphanumeric	51	9	576119650
8. Gender Code	Alphanumeric	60	1	M
9. Marital Status	Alphanumeric	61	1	M
10. Annual Salary	Alphanumeric	62	6	060000
11. Coverage Level	Alphanumeric	68	2	02
12. COB Indicator (Coord. of Benefits)	Alphanumeric	70	1	N
13. Original Coverage Effective Date	Alphanumeric	71	8	19890101
14. Coverage Effective Date	Alphanumeric	79	8	19910101
15. Coverage Termination Date	Alphanumeric	87	8	19921231
16. Home Phone Area Code	Alphanumeric	95	3	612
17. Home Phone Prefix	Alphanumeric	98	3	884
18. Home Phone Number	Alphanumeric	101	4	5147
19. Address (Street)	Alphanumeric	105	25	11095 VIKING DRIVE
20. Address (apt/suite)	Alphanumeric	130	25	SUITE # 350
21. City	Alphanumeric	155	15	MINNEAPOLIS
22. State	Alphanumeric	170	2	MIN
23. Zip Code (First 5 digits)	Alphanumeric	172	5	55344
24. Zip Code (Last 4 digits)	Alphanumeric	177	4	
25. Carrier Account Number	Alphanumeric	181	10	0456784
26. Sub Group Number I	Alphanumeric	191	4	1001
27. Sub Group Number II	Alphanumeric	195	4	001
28. Sub Group Number III	Alphanumeric	199	4	
29. Reserved	Alphanumeric	203	48	

**WORKERS COMPENSATION
SAFETY CULTURE ASSESSMENT RESULTS**

PREPARED FOR

BOX ELDER COUNTY

12/23/2014

PREPARED BY:
FLINT BELK

12/23/2014

Jenica Baggs
Box Elder County
01 South Main Street
Brigham City, UT 84302

Re: Safety Culture Assessment Results

Dear Jenica,

Thank you for the opportunity to assist your organization in conducting a Safety Culture Assessment. The purpose of the survey was to evaluate the perception of each of your employees in regards to safety. There is convincing evidence that the culture in an organization has significant influence on the success of a safety program, the productivity of the work force, the injury rates and costs, and the effectiveness of communication.

Summary

Assessment Process and Scoring

The assessment was conducted online and consisted of 5 statements describing the organizations commitment level to 10 essential characteristics of a world class safety culture. Information was gathered and tabulated, generating an average score for each statement from all of the responses. Scores can range from 2 to 10. A score of 10 indicates that the employees are completely satisfied with the organization's level of commitment in the related area. A score of less than 10 indicates that the organization's level of commitment could be improved. Employees also were provided the opportunity to write comments.

In this document, you will find each department's information separated into three sections:

- Safety Culture Assessment Score Summary
- Statement Breakdowns and suggestions from improvement where necessary
- Survey Comments by Site

Thank you again for the opportunity to administer this survey. I am happy to assist you in the application of this information as well. I look forward to discussing it with you further. If you have questions or need further assistance in reaching your injury prevention goals, please call me at 801 556-1902.

Sincerely,

Flint Belk, CIH, CSP
Manager, Industrial Hygiene

CC: Blake Green, Workers Compensation Fund
Dan Hair, Workers Compensation Fund
Johnnie Miller, UCIP

All Departments

1. I feel that my workspace and the company in general is a safe place to work. This statement is designed to determine employees' perception of the overall "safeness" of the workplace. The supervisors' average score in response to this statement was 8.4, which indicates that they "agree" to "strongly agree" that their work environment is safe. The employees' average score in response to this statement was 7.63, indicating that they are not fully confident about the level of safety within their work environment. The disconnect between supervisors' and employees' perception was 9.6%.

Suggested Action(s):

The company should provide opportunities for the supervisors and employees to offer information about unsafe conditions. This could be accomplished by:

- Setting up a safety committee
- Suggestion box
- Employee observation checklists

2. Our company has an effective and fully functioning safety and health program in place.

The intent of this statement is to determine how the employees and supervisors perceive the safety and health programs and procedures currently in practice. The supervisors' average score in response to this statement was 7.76 and the employees' average score was 7.59, indicating that neither the supervisors, nor the employees are convinced that the company's safety and health program is effective. The disconnect between supervisors' and employees' perception was 2.1%.

Suggested Action(s):

The company should increase the supervisors and employees awareness of the safety program. This could be accomplished by:

- Placing a copy of the safety program in the employee gathering area
- Reviewing the written safety program in safety meetings
- Enforcing the safety policies and procedures

3. My individual participation in the safety program is crucial to its success. A healthy safety culture encourages responsibility and involvement at all levels of the organization. The supervisors' average score in response to this statement was 7.2 and the employees' average score was 7.41, suggesting that both the supervisors and the employees do not fully understand the importance of their involvement in the safety program. Their contributions are essential in establishing a strong safety culture. The disconnect between supervisors' and employees' perception was 2.6%.

Suggested Action(s):

The company should train the managers and supervisors regarding their responsibilities related to the company safety program. They should understand their role is to inform employees of the safety policies and procedures, and to enforce them. Supervisors' attitudes toward safety and injury prevention will determine to a large degree the strength of the safety culture.

The company should train the employees about the importance of their participation in the safety program. They should be encouraged to:

- Communicate safety deficiencies to their direct supervisor
- Submit safety suggestions
- Serve on the safety committee

4. Workers have the chance to regularly offer ideas about how their safety can be improved.

Effective safety cultures have systems in place to receive feedback and ideas from employees at all levels of the organization. This statement is designed to indicate perceptions of the feedback process. The supervisors' average score in response to this statement was 7.28 and the employees' average score was 6.7, indicating that neither group feels completely satisfied that when they communicate a safety concern to their superior that it will be addressed. The disconnect between supervisors' and employees' perception was 7.3%.

Suggested Action(s):

The company should provide a forum that encourages supervisors and employees to communicate their ideas about how to improve safety. Upper management should provide feedback (why they may or may not use them) on every idea.

5. When an unsafe hazard or situation is discovered, it is usually taken care of quickly. An essential element of an effective safety program is a system for correcting unsafe conditions. This statement is designed to pinpoint deficiencies in this process. The supervisors' average score in response to this statement was 7.84 and the employees' average score was 6.59, indicating that both groups would like to see hazards corrected more promptly once they have been discovered in the workplace. The disconnect between supervisors' and employees' perception was 15.6%.

Suggested Action(s):

The company should correct or eliminate unsafe conditions immediately. If a hazard can't be corrected in a timely manner employees should be restricted from entering the area until it has been remedied. Unsafe conditions that go unaddressed for extended periods of time send the message that safety is not important. This weakens the safety culture and is harmful to the success of the company.

6. Top management of the company is frequently and visibly involved in promoting and encouraging safety efforts. Top management's involvement is essential in building a strong safety culture. The intent of this statement is to reveal the overall perception of employees and supervisors about the involvement of top management in the safety process. The supervisors' average score in response to this statement was 7.36 and the employees' average score was 7.04, indicating that both groups feel top management needs to play a more active role in the company's safety efforts. The disconnect between supervisors' and employees' perception was 4.0%.

Suggested Action(s):

Senior level executives and managers need to be visibly involved in promoting safety. This can be accomplished by:

- Communicating safety initiatives
- Being involved in setting safety goals
- Meeting with the safety committee
- Attending regular safety meetings etc.

7. Accidents occur from carelessness or inattention, but more often from other causes.

Responses to this statement indicate whether supervisors and employees have a clear understanding of root causes of injuries and accidents. While it is true that most accidents involve unsafe acts, carelessness or inattention are not considered root causes. The supervisors' average score in response to this statement was 6.88 and the employees' average score was 6.7, indicating that neither group understands that there are root causes that lead to the unsafe act, carelessness

or inattention, and ultimately an accident. The disconnect between supervisors' and employees' perception was 2.2%.

Suggested Action(s):

Supervisors and employees should be provided Root Cause Analyses training. A Root Cause is the most basic cause (s) identified as contributing to an incident, and that is within peoples control to correct.

8. Our compnay has a good record of controlling work related accidents and illnesses.

Responses to this statement reveal perceptions about the organization's accident record and communication of injury information. The supervisors' average score in response to this statement was 7.28 and the employees' average score was 7.26, indicating that both groups feel the company's accidents and illnesses frequency is too high. They may also feel uninformed about the workplace accidents and illnesses. The disconnect between supervisors' and employees' perception was 0.3%.

Suggested Action(s):

The company should inform employees of work related injuries and illnesses as well as near misses. This information helps employees identify hazards that need to be addressed. The safety committee should also be reviewing all accidents and illnesses to determine if corrective action is needed. Safety training meetings should focus on loss trends.

9. Our company takes the time to train new workers and make sure they work safely from day one. Safety training is important in building and maintaining a strong safety culture. This statement is designed to show weaknesses in safety training programs. The supervisors' average score in response to this statement was 7.28 and the employees' average score was 7.26, indicating that neither group feels the safety training (new hire orientation, and regular safety meetings) provided by the company is sufficient. The disconnect between supervisors' and employees' perception was 0.3%.

Suggested Action(s):

The company should improve their safety training practices by:

- Providing new employee safety orientation before allowing them to begin work
- Conducting thorough on-the-job task training
- Holding weekly safety training meetings covering applicable topics

10. I feel that my supervisor cares about my safety and health on the job. Direct supervisors play an extremely important role in the employees' perception of safety. This statement may reveal problems with supervisory attitudes toward safety. The supervisors' average score in response to this statement was 8.32, indicating that they feel confident that their safety is a priority to their direct supervisor. The employees' average score in response to this statement was 7.85, indicating that they don't feel their direct supervisor is concerned about their safety in the workplace. The disconnect between supervisors' and employees' perception was 5.9%.

Suggested Action(s):

Company supervisors need to assure their employees that their safety is important. This can be accomplished by:

- Following and enforcing safety policies and procedures and expecting employees to do the same.

- Addressing safety issues immediately regardless of production deadlines etc.
- Providing quality safety training for their employees

Survey Comments for All Departments

Always a bunch of constructions stuff and furniture all over in the hallways and such

It's the WCF that has the issues. We get hurt at work and WCF SUCKS to work with! They try everything and anything they can to get out of assisting the worker(s) that's been injured. Like this, nothing will be done about the issue. This is just a survey to appease those who actually believe that something will be done about it. Not going to happen!

I think the RAP meetings are helping us to understand and remind us about safety and wellness issues

As a Sheriff's Department Employee we have to take into account the human factor; meaning that we deal with human beings on a daily basis in not the best of circumstances. It is difficult if not impossible to control what those other human beings might do. Second item is we do our best to promote a healthy life style and require a mandatory participation physical training twice a year. We encourage members to participate but not to exceed their physical abilities. Again we cannot control what those people do and if they get hurt during those functions it is a personal error on their part; not a total fault of the County. It seems to be a situation of damned if we do have the program and damned if we don't have a program.

A few hazards that have been pointed out have been left unattended for a very long time. No one will do anything about it. Also during the remodel of the courtroom a lot of the "junk" from the courtroom has been strewn about the courthouse and just left in random places. It's a hazard, not only for the employees but for the public.

I wish they would act more promptly on things that need to be fixed. There is an electrical outlet in our booking area that had a broken face on it. The face plate has been removed but not replaced. Instead, a paper shredder has been placed in front of it.



Safety Culture Assessment Summary Sheet

Company: Box Elder County
Department: All Departments
Date of Survey: 04-Dec-14
Safety Consultant: Flint Belk

	Mean Score		% of Max Diff.
	Supervisor	Employee	
1. I feel that my workspace and the company in general is a safe place to work.	8.40	7.63	10%
2. Our company has an effective and fully functioning safety and health program in place.	7.76	7.59	2%
3. My individual participation in the safety program is crucial to its success.	7.20	7.41	3%
4. Workers have the chance to regularly offer ideas about how their safety can be improved.	7.28	6.70	7%
5. When an unsafe hazard or situation is discovered, it is usually taken care of quickly.	7.84	6.59	16%
6. Top management of the company is frequently and visibly involved in promoting and encouraging safety efforts.	7.36	7.04	4%
7. Accidents occur from carelessness or inattention, but more often from other causes.	6.88	6.70	2%
8. Our company has a good record of controlling work related accidents and illnesses.	7.28	7.26	0%
9. Our company takes the time to train new workers and make sure they work safely from day one.	7.28	7.26	0%
10. I feel that my supervisor cares about my safety and health on the job.	8.32	7.85	6%
Number of Responses:			
	Supervisors	25	Average
	Employees	54	7.56
			7.20
			4%

**Safety Culture Assessment
Mean Scores**

