

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501
PHONE (435) 637-5010 - Fax (435) 637-7263
www.pricacityutah.com

PRICE CITY COUNCIL

City Council

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 07/28/2021. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. SAFETY SECONDS - Mayor Kourianos
5. WATER CONSERVATION UPDATE
6. PUBLIC COMMENT
7. PRESENTATION / COMMENTS FROM DOUG FOLSOM - Doug Folsom from the ULGT will present safety and risk management data to Price City.
- CONSENT AGENDA
8. MINUTES
 - a. July 14, 2021 City Council Workshop
 - b. July 14, 2021 City Council Meeting
9. COBRA BENEFITS ADMINISTRATION - Consideration and possible approval of American Benefits Group to administer COBRA benefits via NFP.
10. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY Program reimbursement to Corner Coffee & Tea, Susan Neel, for tangible property improvements.
11. UTAH ARMY NATIONAL GUARD USE OF THE PRICE CITY WAVE POOL - Consideration and possible approval to allow the Utah Army National Guard use of the pool for one day (August 6, 2021) for water survival training and wave the fees.
12. BUSINESS LICENSE - Consideration and possible approval of business license for: Utah Behavioral Health Solutions LLC at 23 S Carbon Avenue.
13. UNFINISHED BUSINESS

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to ETV10 News. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

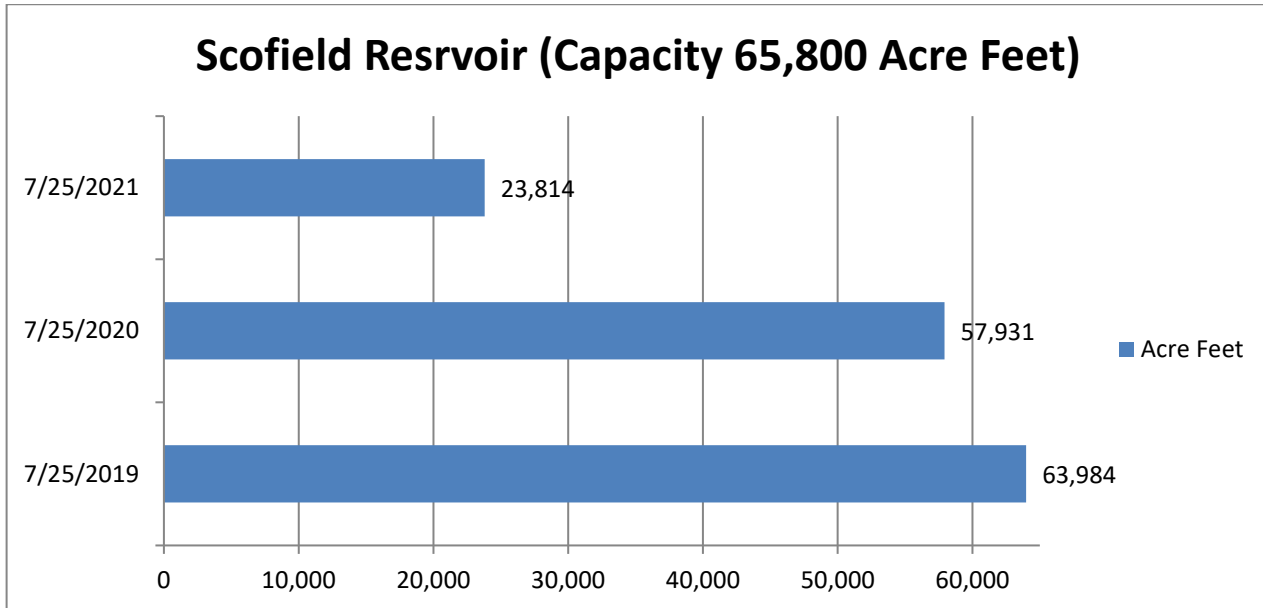
Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.



Water Resources Update 7/26/21

Scofield Reservoir Water Content

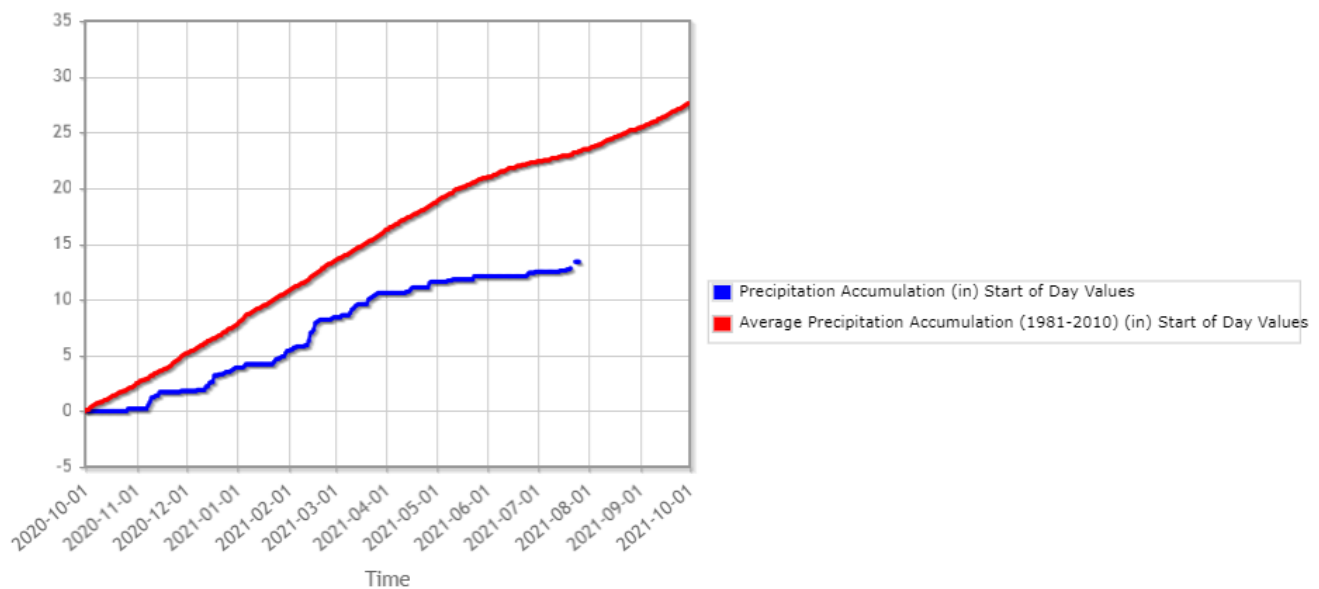
As of July 25th, Scofield Reservoir had a water content of 23,814 Acre Feet (36% Capacity).



Current release from the reservoir is 58 CFS. Current inflow is 0 CFS.

Annual Precipitation October 1, 2020 to July 26, 2021

Mammoth-cottonwood (612) Utah SNOTEL Site - 8709 ft Reporting Frequency: Daily; Date Range: 2020-10-01 to 2021-0



Precipitation Accumulation (Oct. 1, 2020 – July 26, 2021) = 13.4" (58% of Average)

Minutes of the Price City Council Workshop
Conference Room 0106
July 14, 2021 - 4:00 p.m.

Present:

Michael Kourianos, Mayor

Councilmembers:

Rick Davis

Layne Miller

Boyd Marsing

Terri Willis

See Public Meeting Sign-In Sheet

Excused: Councilmember Knott-Jespersen

Items discussed:

1. Safety Seconds
2. Wellbeing Report Follow-up Zoom Meeting
3. Main Street Projects
4. Medical Marijuana
5. Carbon County Sheriff's Posse Grounds
6. Councilmember reports
7. Committee reports

Adjourned: 5:25 P.M.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
July 14, 2021, at 5:30 p.m.

Present:

Mayor Kourianos
Councilmembers:
Rick Davis
Boyd Marsing
Layne Miller
Terry Willis

Sherrie Gordon, City Recorder
Miles Nelson, Public Works Director
Nick Tatton, Community/Human Resources Director
Brandon Sicilia, Police Chief

Staff/Others: See Public Meeting Sign-In Sheet

Excused: Councilmember Knott-Jespersen

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m.
2. Mayor Kourianos led the Pledge of Allegiance. Pastor Jimmy Darter with Liberty Faith Fellowship offered a word.
3. Roll was called with the above Councilmembers and staff in attendance. Councilmember Knott-Jespersen was excused.
4. SAFETY SECONDS – Councilmember Willis reviewed hot weather safety tips.
5. WATER CONSERVATION UPDATE -

Miles Nelson reviewed the water conservation information update provided:

Water Resources Update as of July 12, 2021:

- As of July 11, 2021, Scofield Reservoir had a water content of 25,648 Acre Feet (39% capacity).
- Precipitation Accumulation (October 1, 2020 – July 12, 2021) = 12.5” (55% of average).

Residential water usage is down 30%. The public response has been very effective and appreciated.

6. PUBLIC COMMENT – No public comment was received on any item.
7. RENTAL FEE WAIVER REQUEST - Megan Cumming from United Way of Eastern Utah will request a fee waiver for Washington Park rental on 9-11-21 for United Way Day of Caring.

Megan Cumming with United Way of Eastern Utah addressed the Mayor and Council. She stated the Day of Caring is scheduled for Saturday, September 11, 2021. She would like to utilize the Washington Park Pavilion on that day from 8:00 AM to 2:00 PM for lunch for the volunteers.

MOTION. Councilmember Willis moved to approve a Rental Fee Waiver for United Way of Eastern Utah. Motion seconded by Councilmember Davis and carried.

8. WORKPLACE SAFETY - Drawing for the quarterly workplace safety prize.

Nick Tatton reviewed the safety program.

Pastor Darter pulled the winning ticket. Terry Jones was announced as the winner of the quarterly safety prize. The Mayor and Council thanked the city employees for their continued efforts to work safety.

CONSENT AGENDA – Councilmember Marsing moved to approve consent agenda items 9 through 17. Motion seconded by Councilmember Miller and carried.

9. MINUTES

a. June 23, 2021 City Council Meeting

10. RECLASSIFICATION WAGE ADJUSTMENT - Consideration and possible approval of a reclassification wage adjustment for Tamara Gray, Pool and Facilities Manager.

11. ANNUAL WATER OVERAGE REQUEST - Consideration and possible approval for the annual water overage refund request. We would also like to request that council authorize staff to handle any additional requests that come in within the next 90 days in the manner.
12. INTERLOCAL COOPERATION AGREEMENT - Consideration and possible approval of an Interlocal Cooperation Agreement between Price City and Carbon County for the use of Carbon County CDA funds for sewer line design engineering.
13. GRANT ACCEPTANCE AND APPROVAL - Consideration and possible approval of a contract between Price City and the Utah Governor's Office of Economic Development Main Street Pilot Program.
14. STATE OF UTAH ARPA GRANT ACCEPTANCE AND APPROVAL - Consideration and possible approval to accept the grant between the State of Utah and Price City for the Fund ARPA Physical Collection Support Grant.
15. MEMORANDUM OF UNDERSTANDING FOR DWS SYSTEM ACCESS - Consideration and possible approval of the Memorandum of Understanding For DWS System Access Between Utah Department of Workforce Services and Price Municipal Corporation. The purpose of this agreement is to support the HEAT (Home Energy Assistance Target) program.
16. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY program reimbursement to Body Glo Day Spa-Moments to Cherish.
17. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Glori Allen MD LLC, DBA The Glo-Zone at 69 W Main St., Indian Hills Estates LLC at 1101 South Carbon, RBC Ice Cream LLC at 1191 E Main St., and Straight Stripe Line Striping LLC at 865 Castle Heights Drive.
18. UNFINISHED BUSINESS - No unfinished business discussed.

MOTION. Councilmember Willis moved to close the regular City Council meeting at 6:47 p.m. Motion seconded by Councilmember Miller and carried.

The regular City Council meeting was adjourned at 6:47: p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

PROPOSAL



AMERICAN BENEFITS GROUP

Empowering Technology. Exceptional Service.



CDHC and COBRA Benefits Administration Solutions

Prepared for:
Price City - NFP Utah

Date:
06/16/2021

Welcome

We've always recognized that in every successful business, people must come first.



When you combine the most powerful technology with consistent high-touch concierge service, you get the best — you get American Benefits Group.

At ABG we consistently focus on the unexpected. That's why we've never been afraid to reinvent ourselves. We're a company that embraces change — our success is the product of our talented employees taking big risks. For the last 30 years. Throughout our history, we have maintained our steadfast dedication to outstanding customer service and the values on which American Benefits Group was built: trust, security, integrity, quality, respect and a deep commitment to our employer clients and their participants. We're proud to be collaborators, problem solvers and risk-takers. No business challenge is too big, and no customer request too small. When you speak with our people — you experience their passion, curiosity and excitement about the work they get to do every single day.

Our talented team of people are our greatest asset, the secret of our organization's success. Every employee at ABG maintains a laser focus to exceed client expectations every day. We're proud to be on the leading edge of our industry today, and as we move into the future of Consumer Directed Health Care. Our core mission is to deliver our empowering technology solutions and exceptional service while building strong long term relationships with our clients, consultants and participants. Welcome to American Benefits Group.

Robert Cummings
Managing Principal and CEO

The ABG Story

A Consistent Service Model That Sets Us Apart



Robert L. Cummings
 CEO & Managing Principal
rcummings@amben.com
 800-499-3539 x211



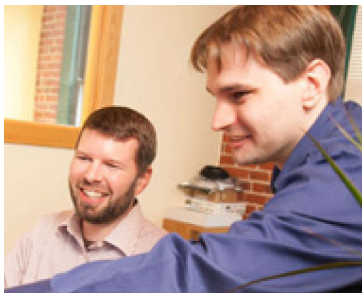
Brad Ramer
 VP Sales & Marketing
bramer@amben.com
 800-499-3539 x236

As a pioneer in CDHC account based administration since 1989, American Benefits Group has a long history of innovation and excellence. From our inception as one of the first FSA administrators in New England we have been a pioneering industry leader. Our early adoption of debit card payment technologies in 2002 was prescient of the future of our industry. Our subsequent national expansion as a platform partner with NFP, one of the leading global insurance and benefits organizations beginning in 2003 brought ABG national recognition as one of the leading TPA organizations in America, and allowed us to earn the trust of leading benefits advisors and employer clients across the United States.

At ABG, we do more than provide support for the many varieties of personal reimbursement accounts that are a critical part of today's consumer driven health care plans. We integrate the accounts with a coordinated benefits administration solution that makes it easier to manage and utilize account funds, helping drive down your employees' out-of-pocket expenses and your benefit coverage costs.

We employ state-of-the-art technology to address the benefits administration needs of a diverse national employer client base across all industries. Serving employer plans from under 50 to over 15,000 employees, our ability to fully integrate, communicate and seamlessly administer all pre-tax account based plans combines Empowering Technology and Exceptional Service to deliver an Unparalleled Experience for our clients and their employee participants.

<i>Empowering Technology</i>	4
<i>Exceptional Service</i>	9
Fee Schedule and Signature Page	A1
Administrative Services Agreement	B1
Business Associate Addendum	C1



Empowering Technology.

WealthCare – a new benchmark in CDHC technology platforms

The consumer-facing American Benefits WealthCare Portal provides a robust integrated platform through which health care consumers can evaluate plan options, become educated with interactive tools, enroll in and manage all pre-tax CDHC account based plans (including Health FSA, HSA, HRA, Dependent Care and Section 132 Commuter Transit and Parking accounts). An array of health and wealth education and decision-support resources – such as flash movies, plan comparison calculators, frequently-asked questions, glossaries, future savings calculators, can be accessed on demand. Printed welcome and enrollment kits and other supplementary printed collateral are also available to help support plan enrollment and ongoing usage.

For employers, the WealthCare Portal delivers 24/7 access to on demand reports, individual account details and creates administrative efficiencies for all aspects of the programs. A variety of plan design tools, marketing templates, turnkey marketing campaigns, customizable PowerPoint presentations, glossaries, and more are also readily available to help employers more effectively promote and explain benefit options to their employees.

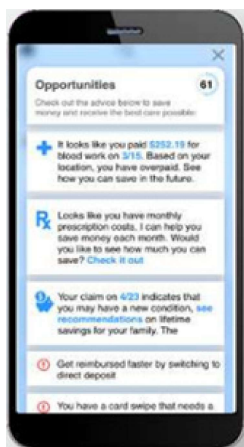
ABG Smart Account/Mobile App

Smart CDH is more than just another account. The Smart CDH mobile app delivers on the desires of the modern consumer by using smart technology that is unmatched in the market. Today, technology impacts every aspect of our lives and is advancing at an astonishing pace. The Internet, social media, smart devices, wearables, and digital shopping have not only transformed the way we connect with one another but has also revolutionized how we evaluate, purchase, and use goods and services.

Consumers now expect personalized and valuable interactions, proactive services and recommendations, and access to comprehensive information that enables them to make smart decisions quickly and easily. They no longer compare goods and services but instead compare experiences and continually look for the latest and greatest solutions that deliver the most convenient, valuable, and superior offerings.

The Smart CDH Mobile App delivers on the desires of the modern consumer.

- **Personalized** to give consumers proactive, tailored suggestions that help them navigate their unique health and wealth journeys.
- **Self-guiding** to take the guesswork out of healthcare funding decisions.
- **Real-time** to give all stakeholders accurate, up-to-the-minute data and insights.
- **Easy to navigate** to deliver a simple, superior, and intuitive experience.
- **All inclusive** to combine all aspects of the benefits lifecycle into a single, easy-to-navigate solution.
- **Reliable** to work as expected every time, both safely and securely.





- **No Fee for the ABG Benefits Card**
- **Auto Issue for Employee and Spouse**
- **No lost card replacement card fees**

ABG Benefits Card

Our smart, next generation multi-purse debit card that allows employees to pay for eligible expenses at the point of service with no out-of-pocket cost. The card virtually eliminates time-consuming claim forms, provides real time payments and maximum convenience and control for your plan participants. The American Benefits Card is an innovation that empowers employees with a seamless, instant payment and claims verification solution. Our advanced technology platform enables auto adjudication processes for over 90% of debit card transactions. A rules-based decision engine coordinates the integration of multiple reimbursement account payment orders. Merchant Category Code programming and Inventory Information System (IIAS) industry standard technology allow us to auto-substantiate thousands of eligible items at the point of purchase for debit card transactions.



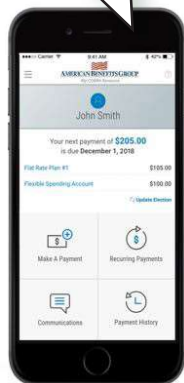
ABG Claims Connect

Employees are invited to opt-in to link their medial, dental, and vision insurance/carrier accounts to the WealthCare system. ABG Claims Connect has been designed to harvest the Explanation of Benefits (EOBs) directly from a carrier's portal on behalf of each employee. EOB claim information is downloaded into the WealthCare system. Employees are freed from the task of finding and submitting documentation!

- Claim Search by Employee is Eliminated
- Employee Productivity Improves
- Employers Spend Significantly Less Time Assisting Employees with Claims
- Claim Accuracy Is Upgraded
- Payment Turnaround Time Is Improved
- Claim Adjustments Are Tracked
- Employee Morale Improves



NEW!
COBRA MOBILE APP



Fully Integrated COBRA and Direct Premium Billing Administration Solutions

COBRA is a complex law with unique administrative challenges for employers. Our COBRA service team at American Benefits Group delivers a comprehensive and robust COBRA administration solution with technology systems and air tight compliance expertise that reduces employer costs, headaches and liability. We provide 24/7 access to all COBRA critical information for employers and COBRA participants, including:

- Real time online portals for clients, client divisions, members and brokers
- Advanced single sign on capabilities reinforcing entry through your website
- Robust online election that enables members to choose and pay for the coverages they desire
- Temporal based system processing eliminates any need of “to do lists”
- Ability to edit letters, create custom letters and capture externally generated documents such as open enrollment packets for distribution to members
- Multiple hierarchal customizable settings at administrator, client group, client and client division levels
- Multiple branding options for administrators and their clients
- Real time reallocation of payments and premiums
- Multiple file import and export capabilities to minimize key entry inclusive of member, plan and client updates
- Fully transparent capture of post remittance adjustments



Commuter Benefits

Commuter plans help tax-paying commuters get more out of their paychecks by reducing commuting costs up to 40%. Employers save, too, cutting their payroll taxes on average by 7.65%. Employees (or employers) pay for transit passes, commuter highway van pool expenses and qualified parking expenses with pre-tax dollars.

Option One: American Benefits Group (ABG) Benefits Card

Based on employees monthly commuter election, employees pay for eligible expenses with their ABG Benefits Cards right on the spot, with no out of pocket cost and virtually no claim forms. The same card works with their Flexible Spending Account, Health Reimbursement Arrangement or Health Savings Account. Our sophisticated technology directs each card swipe to the appropriate account.

Option Two: My Commuter Connect — Online Commuter Pass Fulfillment Option

My Commuter Connect is a fully compliant, cutting-edge, program for transportation and parking passes. A single sign-on via mycommuterconnect.com provides participants access to our national network of more than 500 transit authorities and more than 9,000 parking locations. Participants order passes online and receive them in the mail or they can load their transit authority's Smart cards such as Clipper, SmarTrip and Ventra.



Bob Cummings and his team have delivered everything expected and then some to make us feel that we made the absolute best decision for our clients and us.

Tom Cogan, President
Meltzer Group Benefits
Bethesda, MD

The staff at American Benefits provides expert advice, guidance and support in the increasingly complex environment of administering tax qualified FSA, HRA, HSA, and Transit expense programs. Our key employer clients consistently complement ABG on the superb responsiveness and excellence of their service.

Anthony DeRosa
Dreyfuss & Birke, New York, NY

ABG has built an incredible service organization that delivers on their promises and are experts in all facets of these services. Bob Cummings is a consummate professional and I highly recommend him and his organization for these services.

Lou Nunes, Managing Principal
PPI Benefits Solutions
Middletown, CT

Exceptional Service.

A dedicated account services team manages all aspects of your program, including participant level services, enrollments, payments and claim processing. We're committed to understanding and addressing the continually evolving needs of your company and your participants. Our mission at ABG is to define a level of service and create a consistent client experience that is unrivaled in the industry.

By combining concierge and responsive service with advanced technology platforms and tools that empower employees, American Benefits has earned the trust and respect of leading employers and advisors across the United States.

Integrity and client responsiveness are the hallmarks of our success. At American Benefits Group we're dedicated to long-term successful client relationships, as evidenced by the many employer clients who have retained our services for more than two decades. We absolutely guarantee your satisfaction and we will consistently exceed your expectations!

Putting People First

The Institute for Health Care Consumerism (IHCC) technology with consistently high touch concierge service delivery, you get American Benefits Group."



ABG Recognized with Alegeus Apex Awards 2015 Customer Service Champion 2018 Operational Efficiency and Excellence

American Benefits Group (ABG) of Northampton MA, a leading national benefits service and solution provider in the health benefits industry has been recognized by healthcare benefits payments giant Alegeus as the 2018 APEX Award winner for Operational Efficiency and Excellence.



ABG has performed flawlessly. On the spreadsheet, sometimes ABG is a little more expensive than some of the lowest cost service providers. However, you get exactly what you pay for with ABG...superior implementation, better service and a happy client.

Aaron I. Smith, Principal
Mercer, New York, NY

Our firm engages many different vendors with extremely complex benefit plan strategies. None are better than American Benefits in providing best in class solutions and customer service. Our customers repeatedly mention how pleased they are with the products and services delivered by American Benefits.

Jonathan Mosse, Health and Welfare President
Risk Strategies Company
Lynnfield, MA

American Benefits Group serves as a strategic partner and valued resource for our organization. As a preferred administrator of FSA and Reimbursement Account benefits for many of our key employer clients, we have found their service to be truly outstanding, and their administrative execution is flawless.

The Hartfield Company
New Albany, IN
Douglas Sidebottom, HIA,
VP, Group Benefits

Why We Consistently Earn Five Star Reviews ★★★★★

- Certified experts, deep experience, consistent growth.
- Tailored solutions to meet each client's needs.
- Innovative plan designs supported by cutting-edge technology.
- Real savings for employers and participants.
- Our people make the difference. You will quickly see we care.

I got the answers to the questions I had very quickly. The representative I spoke to was very professional and helpful. Additionally, I didn't have to wait on hold at all.

The Claims support staff at American Benefits Group are not only extremely knowledgeable, but know how to deliver great customer service.

I needed new flex spending cards. I emailed our client rep and got a near immediate response that the cards were ordered. It's nice that AMBEN still believes in giving personal service.

I have worked with American Benefits Group for about 10 years, and they have provided excellent service. They are one of the only service providers that has remained a constant in our Benefits department over the years, and it is because of their excellent customer service. It often feels like we are their only client because of the dedicated service that they provide. I fully endorse them and would recommend them to any employer.

Vencore - Senior Benefits Manager

Overall I can only rate their service as excellent requiring very little maintenance and I would highly recommend it for implementation by other companies.

Ferrari/Maserati North America, Inc.

American Benefits Group is a valuable strategic partner and valued resource for Cantor Fitzgerald and its employees. As the TPA administrator of Cantor's FSA and Section 132 Parking and Transit benefits programs since 2005, we have found their service to be outstanding and their administrative execution is flawless ... I would not hesitate to recommend them to any employer.

Cantor Fitzgerald

It is refreshing to call and interact with your staff as many have had a long history of managing and servicing our account.

Florence Savings Bank

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

The Client named herein, hereinafter referred to as the "Company", hereby retains American Benefits Group, 320 Riverside Drive, Northampton, MA 01061-1209, hereinafter referred to as "ABG", to provide third-party administrative services relating to certain compliance requirements of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and/or the ongoing administration of the Company's Section 125 Flexible Benefits Plan, Section 105 Health Reimbursement Arrangement, Section 132 Transportation Benefit Plan(s) and/or Health Savings Accounts (each an "HSA"), as this term is defined in Section 223 of the Internal Revenue Code of 1986, and/or Direct Premium Billing Services for Leave of Absence (LOA), Family Medical Leave Act (FMLA), Retiree Billing or other employer-specific billing needs.

Some or all of the benefit Plans established and maintained by the Company are "welfare benefit plans" within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA") and some or all must comply with the Internal Revenue Code of 1986 (the "Code"). ABG shall only provide notifications and services as expressly set forth in this Agreement. Any responsibility with respect to establishment, maintenance, and administration of any welfare benefit Plan sponsored by the Company not specifically delegated to ABG herein shall remain the responsibility of the Company.

A. COBRA Administration:

1. COBRA Administration Responsibilities of ABG:

- a. Provide Initial Notification by First Class Mail to employees and dependents who first become eligible under Covered Benefit Plans after the effective date of this agreement. American Benefits Group shall take all reasonable actions to mail said notices within ten (10) business days of receiving proper defined notification from the Company. Notices shall only be sent to those Covered Employees and Qualified Beneficiaries as the Company requests in writing, via electronic file transfer or via input through ABG's online COBRA System. ABG shall be entitled to rely upon all information provided by the Company or its authorized representative(s).
- b. Provide Qualifying Event Notification by First Class Mail to Qualified Beneficiaries for Qualifying Events occurring after the effective date of this agreement. American Benefits Group shall take all reasonable actions to mail said notices within ten (10) business days of receiving proper defined notification from the Company. Notices shall only be sent to those Covered Employees and Qualified Beneficiaries as the Company requests in writing, via electronic file transfer or via input through ABG's online COBRA System. ABG shall be entitled to rely upon all information provided by the Company or its authorized representative(s).
- c. Process all COBRA Elections received. Postmark date will be used to determine timeliness of COBRA Elections. ABG shall notify any person whose claim for Continuation Coverage is denied, of the reasons for the denial and of the person's rights, if any, to have the denial reviewed.
- d. Provide update notifications by First Class Mail to Covered Employees, COBRA Participants, and/or Qualified Beneficiaries as may be required by amendments to any relevant regulations, or changes to covered benefit plans.
- e. Provide Termination Notification upon non-payment of premium, end of COBRA term or voluntary termination by COBRA Participant or Covered Dependent.
- f. Provide Billing, premium collection, and monthly remittance services to the Company. ABG will collect premiums (including the 2% COBRA administrative service fee) from COBRA Participants and forward collected payments less the 2% COBRA administrative service fee to the Company. COBRA premiums are due on the first day of each month. There is a 30 day Grace Period. ABG considers COBRA premiums timely paid if said premiums are delivered to ABG by hand, delivery service or postmarked by the U.S. Postal Service no later than the last business day of the month in which payment is due. Should the Company choose to subsidize a Participant's COBRA premiums, the Company shall be liable for and will be invoiced for all monthly 2% COBRA administrative service fees.
- g. With exception of the initial amount due, amounts less than the entire cost of Continuation Coverage shall be accepted as payment in full if (i) timely paid, and (ii) within ten percent (10%) of the actual amount due, and (iii) the shortfall is promptly corrected upon notification from ABG. The initial amount due must be paid in full.
- h. Provide Conversion Option Notice to COBRA Participants if a health insurance policy conversion right is available under the Plan(s) when COBRA coverage ends. Such notice shall be provided within 180 days of the end of the maximum COBRA coverage period.
- i. Maintain a database of Covered Employees, Qualifying Beneficiaries and COBRA Participants to whom any notifications have been sent. Data will include all pertinent information provided by the Company.
- j. Maintain computer and/or physical records of all notices.
- k. Provide the Company with online access to status reports detailing all beneficiary activity.
- l. Notify the Company of any discrepancies or conditions it discovers during the course of its operations that may require action by the Company, as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

- m. Notify the Company of known changes or updates relating to compliance with any pertinent regulations.

2. COBRA Administration Responsibilities of The Company:

- a. At least thirty (30) days prior to commencement of services under this Agreement, the Company shall submit electronically to ABG the following information:
 - i. A completed COBRA Plan Data Gathering Form provided by ABG, listing all available Health Plans (including FSA, HRA and EAP Plans), rates and benefit information.
 - ii. A completed Employee Data Gathering Form or Electronic Data File provided by ABG which includes a listing with complete demographics of each of the following: Active Benefit Eligible Employees, COBRA Participants and Qualifying Beneficiaries who have been notified and are in the Election Period. Qualifying Beneficiaries who have not been notified will be entered by Company after setup is completed.
- b. Following commencement of services under this agreement, the Company will notify ABG in writing, via electronic file feed or through the online COBRA system within ten (10) working days of the date it has knowledge of the following:
 - i. Employees who have become eligible for and elected a covered benefit.
 - ii. Qualifying Events: death of a Covered Employee; termination of employment (other than for gross misconduct); reduction of work hours which result in a loss of coverage; divorce or legal separation of a Covered Employee; a Covered Employee's entitlement to benefits under title XVIII of the Social Security Act (Medicare), or; a Dependent of a Covered Employee ceasing to be a Dependent.
 - iii. Any other Qualifying Event presently defined by law or so defined by any future amendment to the Acts.
- c. All notifications of Qualifying Events provided by the Company shall include the names of all Qualified Beneficiaries, date and nature of Qualifying Event, employee census information including the coverage the employee had at the time of the Qualifying Event, dependent information for all dependents covered under the Company's plan(s) at the time of the Qualifying Event and the last known mailing address for each Qualified Beneficiary and each eligible dependent. The Company shall be solely responsible for determining when an Employee or Dependent has experienced a Qualifying Event, including without limitation, when an Employee's employment is terminated due to gross misconduct.
- d. The Company shall notify ABG, in writing, as soon as possible, but no later than ten (10) business days, after learning that any Qualifying Beneficiary has been found disabled per the Social Security Administration at the time of the Qualifying Event, has become disabled within sixty (60) days of a Qualifying Event or, who having been disabled, is no longer disabled.
- e. The Company shall notify ABG in writing as soon as possible of an addition, termination or modification of any health plan (including insurer change, rate change or benefit change) within ten (10) business days of the date it has knowledge of said change, termination or modification of such Plan.
- f. Late Notification. ABG's responsibilities under this Agreement are triggered upon notification by the Company as described above. If such notification is not timely made, ABG shall use its best efforts to quickly perform its responsibilities. However, ultimate responsibility for any consequences, damages, etc., attributable in whole or in part to the late notification to ABG remain with the Company. For purposes of this provision, "timely" refers to a period of time reasonably sufficient for ABG to perform its responsibilities within the time period required under COBRA and/or applicable state continuation law.
- g. Cost of Continuation Coverage. The Company shall provide ABG with applicable premium calculations for Continuation Coverage under the Plan. ABG shall be entitled to rely on such information. Unless Company provides written direction otherwise, ABG shall charge Participants the maximum premiums allowed (including the 2% administrative fee) under COBRA or applicable state continuation law.
- h. The Company is responsible for the final decision upon review of disputed eligibility, cost and/or coverage issues, including determinations with respect to Continuation Coverage. Upon receipt of applicable information and documentation from ABG, Company shall notify ABG in writing of its final decision upon review of disputed eligibility and coverage issues.
- i. The Company is solely responsible for: (i) determining whether IRS Form 8928 must be filed for the purpose of reporting a violation of COBRA, (ii) preparing and filing Form 8928 (if necessary), and (iii) paying any excise tax imposed by Section 4980B of the Code. Notwithstanding the foregoing, upon request, ABG may assist the Company with its responsibilities under this paragraph.
- j. The Company shall examine online reports made available by ABG in a timely manner (at least monthly) and advise ABG of any discrepancies between such reports and the Company's own records as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

- k. If the Carrier Notification Option has been selected, the Company shall audit all insurance carrier invoices on a monthly basis and notify ABG immediately of any discrepancies in the eligibility listing. The Company shall be responsible for all damages that result from or which could have been avoided had the Company timely reviewed its reports and advised American Benefits Group of any eligibility or coverage discrepancies.

B. FSA, HRA, and/or Transportation Benefit Administration (as applicable):

1. FSA, HRA, and/or Transportation Benefit Administration Responsibilities of ABG:

- a. Provide model Benefits Plan Documents to include Dependent Care Assistance Plan, Medical Expense Reimbursement Plan, and/or Health Reimbursement Arrangement sections, with Summary Plan Descriptions and Plan Adoption Agreement(s) as required.
- b. Provide Company with a Client Information Setup Form, Reimbursement Accounts Funding Agreement and Participant Profile spreadsheet (or EDI File Specifications), to be completed and returned to ABG.
- c. Provide Company with open enrollment communications to be used during the enrollment process and make available an electronic Participant enrollment and ordering system and/or election forms to be used during the enrollment process.
- d. Set up the administrative function, process elections, and provide enrollment reports to be used by Company to set up payroll deductions.
- e. Provide Debit Reimbursement Card to each participant who is authorized to use this method of reimbursement for accounts they have enrolled in.
- f. Provide Confirmation email with detailed instructions for web portal login, claims filing and debit card utilization to each Reimbursement Account participant.
- g. ABG shall process, adjust, and settle claims of Participants received by ABG for benefits under the Plan(s) in accordance with the terms and conditions of the Plan(s). Where the terms and conditions of the Plan(s) are not clear, ABG reserves the right to request direction from Plan Administrator. Generally, unless paid through use of a debit card, online ordering system or agreed to otherwise, ABG shall pay reimbursements via check or direct deposit from a Company account.
- h. Provide online Administrator access to Enrollee Account Balance, Payment History and Bank Settlement reports for all elections, contributions withheld and all claims processed, approved and paid.
- i. Provide general support services to assist Participants with general information about the Plans and answer routine questions from persons concerning coverage status, claims status, complaint administration, and other inquiries related to the Plans. ABG shall provide each Participant with appropriate forms and instructions related to ABG's services hereunder, including on-line reimbursement claim functionality, applicable forms and worksheets, and instructions for filing claims and accessing accounts electronically including mobile apps for iPhone and Android devices. ABG shall provide a toll-free number for ongoing employee education, questions and/or administrative functions to be handled by a U.S. based, trained, and dedicated customer service staff member at 800-499-3539. ABG shall provide twenty-four (24) hour online access to certain employee account information.
- j. Provide EDI File Specifications for Company to communicate any participant eligibility changes and/or changes to participant payroll deduction amounts redirected to the Plan(s) and accept specifically formatted data files from Company.
- k. Process all communicated changes in enrollment, elections and contributions in a timely manner upon receipt.
- l. Maintain current accounting of benefits accrued, paid and/or due to employees for each participant as well as Company totals for each benefit and Plan.
- m. Provide participants with web portal access for online enrollment, claims filing, claim status, account balance, claims and payment history and all necessary forms along with access to Frequently Asked Questions, and the Summary Plan Description.
- n. Provide smart phone applications to allow mobile participant account access for claims filing, claim status, account balance, and payment history details.
- o. Provide online open enrollment communications prior to each plan year anniversary date to be used in the re-enrollment process for the new plan year.
- p. Conduct nondiscrimination testing, upon request, utilizing data supplied by the Company in a format specified by ABG. ABG is entitled to rely upon the information provided by the Company and is under no obligation to

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

independently verify such information. ABG shall report the results of such tests to Company, however, ABG cannot provide legal advice regarding nondiscrimination compliance, the design of any Plan(s) or any corrective action(s) that may be necessary.

2. FSA, HRA, and/or Transportation Benefit Administration Responsibilities of The Company:

- a. At least twenty (20) days prior to commencement of services under this Agreement, submit to ABG the following:
 - i. A completed Client Information Form and Reimbursement Account Funding Agreement.
 - ii. An Employee Profile Spreadsheet in the format specified by ABG.
- b. Make determinations regarding an employee's eligibility to participate in the Plans (including the eligibility of any owners of the Company), provide eligible employees with necessary enrollment materials and information regarding the Plans, enroll eligible employees into the Plans (using ABG's on-line enrollment system if applicable), and respond to all inquiries from employees regarding eligibility for, enrollment in, and the terms and conditions of the Plans. Any paper enrollments must be compiled into and submitted to ABG in a specified spreadsheet format. Manual processing of paper enrollment forms can only be provided by ABG subject to an additional administrative fee.
- c. Report participant terminations and changes of family status to ABG no later than ten (10) working days following the effective date of such changes. Company understands that (i) new Participants may not begin participation until such time as such information has been received and processed by ABG, and (ii) delays in receipt of deletion/termination information may increase the risk to the Plan(s) of overpayments. ABG shall rely on the most current information in its possession regarding the participation and election of a Participant in paying claims and providing other services under this Agreement.
- d. Reconcile payroll amounts redirected to the Benefits Plan(s) against Enrollee Account Balance Reports available through the administrator web portal. Company shall notify ABG immediately of any discrepancies in employee contribution balances found in this reconciliation process.
- e. Provide ABG with access to funds to pay card transactions and/or reimbursements by check or direct deposit to employee bank accounts. Company shall establish an account from which all benefit payments (including debit card payments, if applicable) under the Plan(s) are made. All funds provided for the purpose of paying benefits shall be made available by Company through such account. ABG shall be authorized to issue checks and/or initiate ACH transfers (as applicable) from the account. Company shall make funds available through the account at a sufficient level to permit payment of benefits due Participants. Company shall be responsible for all bank charges, reconciliation and escheatment (if any) of any funding account made available to or used by ABG to reimburse Participants under the Plan(s). Funds made available to ABG shall not include salary reduction contributions or Plan assets. Rather, the Company shall make available the Company's own funds to ABG and reimburse itself from salary reduction contributions as claims are paid. Company is responsible for the handling of and accounting of salary reduction contributions to ensure no salary reduction contributions are made available to ABG. Company acknowledges that ABG has no obligation to advance its own funds if there are not sufficient funds provided by Company for such payments.
- f. Maintain the enrollment process for all employees who become eligible to participate after the initial enrollment period.
- g. Initiate any action required in the event Plan(s) become discriminatory.
- h. Determine whether to secure, and if so to secure, review of all Plan Documents, the Summary Plan Description, and the Adoption Agreement by appropriate professionals, including but not limited to Company's legal counsel. The Company shall approve all such materials within thirty (30) days following delivery by ABG, unless such deadline is extended by mutual agreement of all parties. Company's failure to object within such time period (including any agreed upon extension period) shall constitute approval. The Company shall have ultimate responsibility for all aspects of the Plan documentation, including, but not limited to, written plan documents, SPDs, and amendments thereto.
 - i. Unless Company and ABG mutually agree otherwise in writing, the Company shall deliver to all Covered Individuals all appropriate and necessary documents and materials, including, but not limited to, the Plan documents, Plan amendments, SPDs, enrollment forms, application forms, and notices, as may be necessary for the operation of the Plan(s) or to satisfy the requirements of state or federal laws and regulations. Company shall execute and retain all Plan Documents and Adoption Agreement(s).
 - ii. The Plans may be amended or terminated in accordance with the Plan provisions. If the Company amends a Plan, the Company agrees to notify ABG (i) before the later of the effective date of the amendment or the date of adoption of the amendment, or (ii) as soon as administratively feasible. ABG is responsible for providing services related to the amendment only upon its consent. Amended services shall be provided by ABG from the date of consent forward. Such consent shall not be unreasonably withheld, but may be conditioned upon the Company's agreement to pay increased administrative fees if warranted.

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

- iii. File annual IRS form 5500 if required.

C. Health Savings Account (HSA) Administration (if applicable):

1. Health Savings Account (HSA) Administration Responsibilities of ABG:

- a. Provide Company with a Client Information Setup Form, Account Funding and Participant Profile spreadsheet (or EDI File Specifications), to be completed and returned to ABG.
- b. Provide Company with open enrollment communications to be used during the enrollment process.
- c. Establish individual HSA accounts with Avidia Bank for Company's eligible employees.
- d. Process electronic funding of Company and employee pre-tax HSA contributions per the agreed upon funding schedule provided by the Company.
- e. Provide Enrollment Kit with detailed instructions for web portal login and debit card usage to each HSA Participant.
- f. Provide and service debit cards used to access HSA funds as permitted by law.
- g. Process all communicated changes in enrollment, elections and contributions in a timely manner upon receipt.
- h. Provide participants with web portal access for online account balance, claims and payment history and all necessary forms along with access to HSA information, investment options and functionality, videos and Frequently Asked Questions.
- i. Provide smart phone applications to allow mobile participant account access.
- j. Provide customer service with respect to inquiries from HSA owners regarding HSA balances, HSA distributions, and other issues regarding the HSAs. In some cases where appropriate, ABG shall direct an HSA owner's inquiry to the HSA trustee/custodian.

2. Health Savings Account (HSA) Administration Support Services Provided by Avidia Bank:

- a. Upon receipt of Company and HSA Owner information, Avidia Bank shall establish HSA accounts for each individual.
- b. Upon establishment of each account, Avidia Bank shall provide each Account Holder with:
 - Online access information
 - Signature Card
 - Checkbook
 - Instructions on management, access and use of HSA
 - Customer support to individual HSA account holders
- c. Avidia Bank shall hold assets in its name for the exclusive benefits of the HSA Account Holder for the exclusive purpose of paying expenses of the HSA Account Holder.
- d. At the direction of the HSA Account Holder, Avidia Bank shall invest in mutual funds or individual stocks for which it provides services.
- e. Avidia Bank shall maintain records reflecting an inventory of assets of each HSA and all transaction activity.
- f. Avidia Bank shall be accountable for the communication, disclosure and charges associated with each individual HSA account.
- g. Avidia Bank shall prepare tax reporting with respect to contributions and distributions as required by the Code.

3. Health Savings Account (HSA) Administration Responsibilities of The Company:

- a. Company shall obtain and offer the high deductible health plan coverage qualifying employees to make or receive HSA contributions and determine that such coverage meets the requirements of Section 223 of the Code.
- b. Provide information regarding each employee who establishes an HSA and report participant terminations and changes of family status to ABG no later than ten (10) working days following the effective date of such changes.
- c. Transmit data to HSA Administrator (Avidia Bank) by means of secure file transfer, indicating how transferred contributions shall be allocated to the HSA Account Holder's account.
- d. Provide ABG with access to assets to fund HSA Account Holder's HSA accounts.
- e. Maintain the enrollment process for all employees who become eligible to participate after the initial enrollment period.
- f. Reconcile contributions redirected to HSA accounts against reports provided by ABG or available through the administrator web portal. Company shall notify ABG immediately of any discrepancies in employee contribution balances found in this reconciliation process.

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

- g. Verify that each HSA Account Holder is not covered under a non-high deductible health plan sponsored by the Company; provided however, that the HSA Account Holder shall at all times be entitled to have "permitted coverage", as this term is defined in Section 223 (c)(1)(B) of the Code.
- h. Determine whether the contributions made by or through the Company exceed the contribution limit established by the Code. The Company shall be responsible for all applicable tax reporting and withholding responsibilities resulting from excess contributions.
- i. Report all Company HSA contributions on employees' W-2 forms.
- j. Ensure that Company contributions comply with the comparable contributions rules if its HSA contributions are subject to the comparable contribution requirements of Section 4980G of the Code.

D. Direct Premium Billing Services (if applicable):

1. Direct Premium Billing Responsibilities of ABG:

- a. Provide Billing, premium collection, and monthly remittance services to the Company. ABG will collect premiums from Billing Service Participants, referred to herein as Special Plan Members or SPMs, and forward all collected payments to the Company. SPM premiums are due on the first day of each month. There is a 30 day Grace Period. ABG considers SPM premiums timely paid if said premiums are delivered to ABG by hand, delivery service or postmarked by the U.S. Postal Service no later than the last business day of the month in which payment is due.
- b. With exception of the initial amount due, which must be paid in full, amounts less than the entire premium payment shall be accepted as payment in full if (i) timely paid, and (ii) within ten percent (10%) of the actual amount due, and (iii) the shortfall is promptly corrected upon notification from ABG.
- c. Maintain a database of Special Plan Members to whom any notifications have been sent. Data will include all pertinent information provided by the Company.
- d. Maintain computer and/or physical records of all notices.
- e. Provide the Company with online access to status reports detailing all Special Plan Member activity.
- f. Notify the Company of any discrepancies or conditions it discovers during the course of its operations that may require action by the Company, as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.

2. Direct Premium Billing Responsibilities of The Company:

- a. At least thirty (30) days prior to commencement of billing services under this Agreement, the Company shall submit electronically to ABG the following information:
 - i. A completed SPM Plan Data Gathering Form provided by ABG listing all applicable benefit premiums to be invoiced.
 - ii. A completed Employee Data Gathering Form or Electronic Data File provided by ABG to include a listing with complete demographics of each participating SPM.
- b. Following commencement of services under this agreement, the Company will enter, through the ABG online COBRA system, all pertinent demographic and benefit data relating to any Employees who have become eligible for billing services.
- c. The Company will notify ABG in writing, within ten (10) working days of the date an SPM is no longer a billing services participant.
- d. All enrollment data provided by the Company shall include the names of all Special Plan Members, date of commencement of services, employee census information including the coverage the employee will be billed for, and the last known mailing address for each SPM. The Company shall be solely responsible for determining and communicating when an Employee becomes a participating SPM or ceases to be a participating SPM.
- e. The Company shall notify ABG in writing as soon as possible of an addition, termination or modification of any SPM benefit (including insurer change, rate change or benefit change) within ten (10) business days of the date it has knowledge of said change, termination or modification of such carrier, rate or benefit.
- f. Late Notification. ABG's responsibilities under this Agreement are triggered upon notification by the Company as described above. If such notification is not timely made, ABG shall use its best efforts to quickly perform its responsibilities. However, ultimate responsibility for any consequences, damages, etc., attributable in whole or in part to the late notification to ABG remain with the Company. For purposes of this provision, "timely" refers to a period of time reasonably sufficient for ABG to perform its responsibilities.
- g. Cost of SPM Coverage. The Company shall provide ABG with applicable premium calculations for SPM Coverage. ABG shall be entitled to rely on such information.

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

- h. The Company is responsible for the final decision upon review of disputed eligibility and/or coverage issues, including determinations with respect to SPM cost or coverage. Upon receipt of applicable information and documentation from ABG, Company shall notify ABG in writing of its final decision upon review of disputed eligibility and coverage issues.
- i. The Company shall examine online reports made available by ABG in a timely manner (at least monthly) and advise ABG of any discrepancies between such reports and the Company's own records as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies. The Company shall be responsible for all damages that result from or which could have been avoided had the Company timely reviewed its reports and advised American Benefits Group of any eligibility or coverage discrepancies.

E. The Company hereby agrees to the following Representations, Warranties, and Understandings:

- i. The Company warrants and represents that it is the legal Administrator and sole fiduciary of the plans and/or benefits covered by this Agreement, and that it shall not require any bond or security of ABG in the performance of its duties under this Agreement. As the Plan Administrator and Plan Fiduciary, the Company shall maintain sole responsibility for enforcing all plan provisions and procedures, and reserves all rights and duties which arise therefrom. The Company shall be responsible for compliance with applicable laws and regulations pertaining to the Plans and any and all governmental or regulatory charges and taxes resulting from Company's establishment and operation of the Plans.
- ii. The Company reserves full authority to make all decisions relating to the administration of its COBRA, FSA, HRA, Commuter and/or HSA benefits, including those duties and responsibilities delegated to ABG by this Agreement. In fulfilling its duties and obligations under, and accordance with this Agreement, ABG will serve as a third-party plan service provider under the direction of the Company and shall be considered to be a "named fiduciary", "plan sponsor", or "Plan Administrator" (as such terms are defined under ERISA, other applicable law, or the Plans) only if and to the extent required by applicable law, and ABG shall not assume any of the administrative duties, responsibilities or liabilities commensurate with such designations. Company shall not hold out ABG to third parties (including Plan Participants) that ABG serves in any of the foregoing capacities. ABG shall not be required to participate in or act in a manner that aids or assists a breach of a Fiduciary's duty (as defined under ERISA).
- iii. The Company shall have the sole responsibility and duty, as Plan Administrator, to ensure compliance with applicable law, perform required non-discrimination testing, file any required tax or governmental reports or returns (including Form 5500 returns) relating to the Plan(s), determine if and when a valid election change has occurred, handle participant claim appeals, execute and retain required Plan documentation and take all other steps necessary to maintain and operate the Plan(s) in compliance with applicable provisions of the Plan(s), ERISA, HIPAA, COBRA, the Code or any other applicable federal and state laws.
- iv. Unless applicable law imposes such responsibility solely on ABG, ABG shall not have any responsibility related to: (i) determining what reporting and notification requirements apply to the Plan(s); (i) preparing and filing any tax return, report or other document required to be provided to any local, State or Federal government or agency thereof with respect to the Plan(s) (e.g., Form 5500, various reports required under PPACA, etc.); or (iii) preparing and distributing any notification required to be provided to any participant of the Plan(s) under applicable law (e.g., SPD, Summary Annual Report, various notifications required by PPACA, etc.).
- v. The Company shall be solely responsible for complying with (i) the portability requirements of HIPAA and (ii) the group health plan requirements of PPACA, including, but not limited to, the external review requirements, with respect to the Plan(s). Responsibility for preparing, filing, and/or distributing all tax returns, reports, notifications, or other documents shall be that of the Company. Notwithstanding the foregoing, ABG will use its best efforts to assist the Company with its reporting and notification obligations.
- vi. The Company shall be responsible for ensuring compliance with all nondiscrimination requirements applicable to the Plan(s). Upon request, ABG shall provide nondiscrimination testing services utilizing data supplied by the Company in a format specified by ABG. If nondiscrimination testing data is not provided to ABG by the Company or is not in the format specified by ABG, ABG will be under no obligation to perform any required nondiscrimination tests and shall bear no responsibility regarding the compliance of the Plan(s).
- vii. The Company shall make determinations regarding FMLA including, but not limited to, whether FMLA and/or similar state laws apply. ABG shall not make determinations regarding FMLA, or comparable state laws as they relate to services provided under this Agreement.
- viii. Unless ABG has been retained to provide COBRA Services under this Agreement, the Company shall be solely responsible for compliance with the applicable provisions of COBRA and state continuation laws, including, but not limited to, providing (i) Covered Individuals with initial COBRA notices, and (ii) qualified beneficiaries with notices upon a qualifying event, notices of unavailability, termination notices, and other information concerning continuation coverage.
- ix. The Company shall be responsible for all aspects of compliance with Section 609(a) of ERISA regarding qualified medical child support orders ("QMCSO"), including, but not limited to, establishing QMCSO procedures and determining whether a medical child support order is "qualified." The Company shall provide notice to ABG of any Covered Individuals covered

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

under the Plan by virtue of a QMCSO and of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of a QMCSO.

- x. In performing services under the Agreement, ABG is not engaged by Company to render legal or accounting services or advice. The Company agrees that no opinion of any kind, expressed or implied, is rendered by ABG as to the legal sufficiency or tax qualification of a Plan or any Plan documentation. The Company shall be responsible for determining whether to obtain, and if so for obtaining legal and accounting advice with respect to the Plan(s) from their own legal or accounting counsel.
- xi. If a Plan existed prior to ABG being retained by Company to provide services, ABG shall have no responsibility to audit or review the prior administration for compliance with the Plan or applicable law. If, in the course of providing services, ABG discovers an error that occurred prior to ABG being retained by Company, ABG will promptly notify Company of such error. Company shall be solely responsible for determining whether, and in what manner, such error shall be addressed. Upon request, ABG may assist Company with correcting such error, provided that the Company agrees to pay any appropriate fees requested by ABG. Notwithstanding anything herein to the contrary, ABG shall have no liability for the failure to discover errors in administration of the Plan occurring prior to ABG being retained by the Company.
- xii. The Company shall take any and all necessary action and execute all documents necessary to authorize ABG to perform its functions and duties pursuant to this Agreement. Company shall comply with all requests for information made by ABG reasonably necessary for ABG to fulfill its duties under this Agreement. ABG shall be entitled to rely upon the information provided by the Company and ABG shall have no responsibility to independently verify the accuracy or completeness of such information. Any documentation received by Company (including a designee) that should have been provided to ABG shall be promptly forwarded to ABG.
- xiii. The Company shall verify that all information it provides to ABG, either by electronic file, mail, email, facsimile or otherwise, is complete and accurate. The Company shall be solely responsible for any consequences that may arise if any data it provides to ABG is in any way incomplete or inaccurate.
- xiv. The Company shall regularly review the information made available by ABG and reconcile such information with its own records. The Company shall notify ABG of any discrepancy within thirty (30) business days of the information being made available by ABG. If Company does not notify ABG of any errors, discrepancies or omissions within such thirty (30) day period, Company shall be deemed to have approved the accuracy of the information and ABG shall be released and relieved of all liability, and shall be indemnified by the Company, for any actions taken pursuant to this Agreement based upon the inaccuracy of any information contained in any report sent to, or any information made available to the Company.
- xv. Information Security, Data Protection, Privacy and Business Associate Relationship. Whereas the Plan(s) sponsored by the Company may be Covered Entities as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Company has engaged ABG as a Business Associate to perform services on its behalf, the Parties agree to abide by all of the terms and conditions of the Business Associate Addendum attached to and made part of this Agreement.
- xvi. ABG has developed and implemented comprehensive information security and data protection programs, and has in place reasonable safeguards to protect its client's proprietary information against anticipated threats and unauthorized access and/or hazards. Said information security and data protection programs contain all elements required under Massachusetts regulation 201 CMR 17.00, as well as current generally accepted industry standards, to safeguard the personal information of residents of the Commonwealth of Massachusetts as provided for in Massachusetts regulation 201 CMR 17.00.

F. Indemnification and Limitation of Liability

- i. ABG shall indemnify, hold harmless, and defend the Company and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Company may incur or be asked to pay), which arise, directly or indirectly, from ABG's act or omission to act in its capacity as a plan service provider, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Company may incur or be asked to pay) arising under any law.
- ii. Claim Processing Errors. ABG shall be liable for the recovery of claim processing errors arising from ABG's performance pursuant to the terms of this Agreement. ABG shall use diligent efforts toward the recovery of such losses. ABG's liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the Plan and ABG shall not be liable for any such error that is reasonable, made in good faith, and within acceptable industry standards.
- iii. Indemnification by Plan Administrator for Claims Decisions. If Company or its designated representative reverses a claim payment decision made by ABG, Company shall notify ABG in writing of such decision and shall indemnify, hold harmless, and defend ABG from and against any and all liabilities, losses, damages, claims, lawsuits, causes of action, costs, and expenses ABG may incur because of any such reversal.

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

- iv. **No Guarantee of Benefits.** ABG does not assume any responsibility, risk, liability or obligation for the general policy direction of the Plan, the adequacy of funding thereof, or any act or omission or breach of duty by parties other than ABG. ABG is not and shall not be deemed a guarantor with respect to any benefits payable under the Plan(s).
- v. **Indemnification for Design/Interpretation.** ABG is not engaged in the practice of law. The resolution of any legal issues concerning the Plan is the responsibility of the Company and its legal counsel. Company shall indemnify, hold harmless, and defend ABG from and against any and all liabilities, losses, damages, claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees ABG may incur or be asked to pay), arising, directly or indirectly, out of the design and/or interpretation of the Plan(s), including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees ABG may incur or be asked to pay) arising under any state, federal or local law or regulation.
- vi. **General Indemnification by Plan Administrator.** Company shall indemnify, hold harmless, and defend ABG and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees ABG may incur or be asked to pay), which arise, directly or indirectly, from Company's act or omission to act in its administration of the Plan(s), including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees ABG may incur or be asked to pay) arising under any law.
- vii. **Indemnification for Prior Administration.** If a party other than ABG previously provided administration or recordkeeping services to the Plan, Company shall indemnify, hold harmless, and defend ABG and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees ABG may incur or be asked to pay), which arise, directly or indirectly, from such prior administration or recordkeeping, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees ABG may incur or be asked to pay) arising under any law.
- viii. **Limitation of Liability.** ABG shall exercise, in the performance of its duties, reasonable care and shall be liable for loss only when caused by ABG's (or ABG's subcontractors') negligence, gross negligence, fraud, willful misconduct, criminal conduct or a material breach of this Agreement. ABG shall be responsible for direct damages caused by its failure to satisfy its duties hereunder; provided, however, that ABG shall not be liable for any incidental or consequential damages caused by its failure to satisfy its duties hereunder. ABG shall not be liable for processing that is delayed due to circumstances beyond its reasonable control, including, but not limited to, national, state, or city disaster, acts of God, severe weather, or any other circumstances that would affect ABG or its software, Internet systems, employees and/or facilities.
- ix. **Reliance on Data & Direction.** Notwithstanding any provision of this Agreement to the contrary, ABG is not responsible or liable for any acts or omissions made pursuant to any direction, consent or other request reasonably believed by ABG to be genuine and from an authorized representative of the Company. In matters related to insurance policies, rates, and coverages under the Plans, the agent or Broker of Record or consultant shall be deemed an authorized representative of the Company unless Company specifically informs ABG otherwise in writing. ABG is not responsible or liable for acts or omissions made in reliance on erroneous data provided by Company or the agent or Broker of Record or consultant to the extent ABG's acts or omissions are attributable to the erroneous data, or for the failure of the Company to perform its obligations under this Agreement.

G. Term and Termination

- i. **Term.** This Agreement is effective as of the Effective Date and shall continue for an initial term of one (1) year, unless earlier terminated pursuant to this Agreement. Upon expiration of the initial term (and each succeeding term), the Agreement shall automatically renew for an additional one (1) year term, unless earlier terminated pursuant to the terms of this Agreement.
- ii. **Termination.** This Agreement may be terminated by either party at the end of a term upon written notice of the intention to terminate given to the other party at least thirty (30) days prior to the end of such term. In addition, this Agreement may be terminated by either party at any time upon ninety (90) days' written notice of the intention to terminate given to the other party. In the event the Company terminates this Agreement, for reasons other than termination for cause as described in this Agreement below, without providing proper notice as detailed above, the Company shall pay any applicable fees due ABG during such thirty (30) day or ninety (90) day period, as the case may be, from the date the notice is given. Such fees shall be paid prior to the transfer of records described in this Agreement.
- iii. **Automatic Termination.** The Agreement shall automatically terminate upon:
 - i. The material breach of the terms of this Agreement by any party (including failure on the part of the Company to provide adequate funds to pay claims or to remit service fees due ABG) if such material breach is not corrected within ten (10) days of receipt of written notice specifying the nature of the breach to the satisfaction of the non-breaching party;

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

- ii. The bankruptcy or insolvency of the Company, or ABG; or
- iii. The enactment of any law, promulgation of any regulation or action of any State or Federal agency or authority which makes or declares illegal the continuance of this Agreement or the performance of any of the services of ABG hereunder.
- iv. **Post-Termination Obligations.** Upon termination of this Agreement, ABG shall cease to act on behalf of the Company. The Company shall be solely responsible for the administration of the plans and shall be liable for the processing and payment of all eligible benefit claims on or after the date on which this Agreement terminates. ABG reserves the right to notify Covered Individuals that ABG no longer acts on behalf of the Company following termination of the Agreement. Notwithstanding the foregoing, ABG may, as mutually agreed upon by Company and ABG, provide certain ongoing third party administrative services by extending this Agreement for a specific period of time. If ABG agrees to provide such ongoing services, all of the terms of this Agreement and any fees provided herein shall continue to apply during the extent of such period of time.
- v. **Transfer of Records.** Upon termination of this Agreement, at the request of the Company, ABG shall transfer to the Company, and/or any successor administrator, those records that are reasonably necessary to effectuate a smooth transition of the operation of the Plan(s). ABG intends that this transfer of records will satisfy its obligation to maintain such records as may be required. All costs associated with such transfer shall be paid by the Company. ABG will allow the Company, or Company's designee, to continue to access applicable online administration systems for a period of ninety (90) business days from the date of termination for the purpose of obtaining the account information of Plan Participants and Covered Individuals.

H. Miscellaneous

- i. By signing this Agreement the Company hereby warrants and represents that the signatory is duly authorized by the Company to execute this Agreement on behalf of the Company, and that he/she has read and fully understood the Agreement in its entirety.
- ii. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as may be necessary or required by law. This Agreement shall not be amended or modified except by written agreement between the parties.
- iii. **Notices.** All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth herein or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.
- iv. **Survival.** This Agreement and each party's obligations hereunder shall be binding upon the parties hereto and will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party.
- v. **Independent Contractor.** ABG shall be construed to be acting as an independent contractor and not as an employee of the Company or Plan Administrator. Neither ABG nor the Company shall have the power or authority to act for or on behalf of, or to bind the other party, except as set forth in this Agreement.
- vi. **Subcontractors.** ABG may hire subcontractors to perform any of the services required of it under this Agreement and to act as its designee for purposes of this Agreement.
- vii. **Audit Rights.** The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted following receipt of reasonable prior written notice and using procedures mutually agreed upon by the parties.
- viii. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company, ABG and their respective successors or assigns, any rights, remedies or obligations whatsoever.
- ix. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of law or other tribunal, the invalidity of any provision will not affect any other provision of this Agreement.
- x. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- xi. **No Waiver of Rights.** Nothing in this Agreement shall be deemed to limit or abrogate any right or remedy available under law. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.
- xii. **Non-Assumption of Liabilities.** Unless specifically provided in this Agreement, the parties do not assume the existing or future obligations, liabilities or debts of the other party.



AMERICAN BENEFITS GROUP

ADMINISTRATIVE SERVICES AGREEMENT

- xiii. Maintenance of Records. ABG and the Company shall maintain adequate records relating to the terms and operation of the Plans as may be required. Each party shall have access to the records relating to the Plans maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws and regulations.
- xiv. Governing Law. The Agreement shall be governed by and interpreted in accordance with applicable federal law, including, but not limited to, ERISA. To the extent the federal law does not govern, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- xv. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.
- xvi. Entire Agreement. This Agreement and the Business Associate Addendum attached hereto embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to said subject matter. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement or said Business Associate Addendum will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.



BUSINESS ASSOCIATE ADDENDUM

A. Purpose

1. American Benefits Group (hereinafter “Business Associate”) is a “business associate” as that term is defined and regulated under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). Business Associate provides services to the client named herein on behalf of one or more of its sponsored Plans (“Covered Entities”) as that term is defined and regulated under HIPAA.
2. This Agreement is intended to constitute a “business associate” agreement between each Plan, as a Covered Entity, and the Business Associate, as required under the privacy and security provisions of HIPAA, as amended. Portions of HIPAA apply directly to Business Associate as provided in the Health Information Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”). Business Associate’s obligations under this Agreement may be the same as, or in some cases in addition to, Business Associate’s own obligations under HIPAA as provided in HITECH.

B. Special Definitions

The following definitions are used by this Agreement:

1. **Agreement** - means this American Benefits Group Business Associate Agreement.
2. **ARRA** – means the American Recovery and Reinvestment Act of 2009.
3. **Breach** – means the unauthorized acquisition, access, use, or disclosure of Protected Health Information regarding a Covered Individual that compromises the security or privacy of the Protected Health Information as determined in accordance with 45 C.F.R. Section 164.402. Notwithstanding the foregoing, a Breach does not include: (1) any good faith, unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or Business Associate, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (2) any inadvertent disclosure by an individual who is authorized to access Protected Health Information at Covered Entity’s or Business Associate’s facility to another similarly situated individual at the same facility, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; and (3) a disclosure of Protected Health Information in a situation in which Business Associate has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.
4. **Business Associate** – means a person described in 45 C.F.R. Section 160.103 who performs certain functions on behalf of a Covered Entity.
5. **Business Associate Agreement** - means the agreement required under 45 C.F.R. Section 164.314(a)(2) between a Business Associate and a Covered Entity.
6. **Covered Electronic Transactions** – shall have the meaning given to the term “transaction” in 45 C.F.R. Section 160.103.
7. **Covered Entity** – means the Plan, an entity described in 45 C.F.R. Section 160.103.
8. **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person’s eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.
9. **Data Aggregation** – means, with respect to Protected Health Information created or received by Business Associate in its capacity as a business associate (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.



BUSINESS ASSOCIATE ADDENDUM

10. **Designated Record Set** – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity 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 Covered Entity.
11. **Effective Date** – means the date written above, unless specifically noted otherwise herein.
12. **Electronic Health Record** – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.
13. **Electronic Protected Health Information** – shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. 160.103, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity.
14. **HITECH** – means Health Information Technology for Economic and Clinical Health Act.
15. **HHS** – means the United States Department of Health and Human Services.
16. **Including** – means “including but not limited to.”
17. **Individual** – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
18. **Limited Data Set** – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e)(2).
19. **Plan** – means an “organized health care arrangement”, as that term is defined in 45 C.F.R. Section 160.103.
20. **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.
21. **Protected Health Information** – shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity. Protected Health Information specifically includes Electronic Protected Health Information.
22. **Provider** – means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals.
23. **Required By Law** – shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.
24. **Secretary** – means the Secretary of the Department of Health and Human Services or his/her designee.
25. **Security Incident** – shall have the same meaning as the term “security incident” in 45 C.F.R. Section 164.304, unless defined differently in Covered Entity’s policies and procedures for compliance with the Security Rule, which shall be provided to the Business Associate.
26. **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.
27. **Standards for Electronic Transactions Rule** - means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.
28. **Subcontractor** – means an individual described in 45 C.F.R. Section 165.103.
29. **Unsecured Protected Health Information** – means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or



BUSINESS ASSOCIATE ADDENDUM

methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary's guidance, of the media on which the Protected Health Information was stored or recorded.

C. Privacy Provisions

1. **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The "business associate" provisions of the Privacy Rule govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) Business Associate can fulfill its contractual obligations under this Agreement. In addition, Business Associate specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.
2. **Permitted Uses and Disclosures by Business Associate.**
 - a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the Business Associate, (ii) as permitted or required by this Agreement, and/or (iii) or as Required by Law. Business Associate may disclose Protected Health Information to other business associates of Covered Entity, or to business associates of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law.
 - b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of its business or to carry out its legal responsibilities.
 - c. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of its business, if:
 - i) the disclosures are Required by Law, or
 - ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
 - d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B). Any aggregated data will be de-identified in compliance with 45 C.F.R. Section 164.502(d) before it is disclosed. Business Associate represents and warrants that it will not disclose any re-identification key or other mechanism to re-identify the data.
 - e. Except as otherwise limited in the Business Associate Agreement, Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.502(j)(1).
 - f. Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (1) to the Limited Data Set or (ii) if needed by Business Associate, to the minimum necessary (as determined by Business Associate) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health



BUSINESS ASSOCIATE ADDENDUM

Information is allowed by the Privacy Rule. Business Associate's ability to satisfy the requirement of this Paragraph III.B.6. by use of the Limited Data Set shall be available through the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time Business Associate will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

- g. Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Paragraph III.B.7 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.
 - h. Except as otherwise allowed by the Privacy Rule, Business Associate may not use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless Covered Entity receives no direct or indirect payment in exchange for making such communication and the communication is made to the Covered Individual: (i) to describe a health-related product or service (or payment for such product or service) that is provided by, or included in, the Plan, including communications about the entities participating in a health care provider network or health plan network, replacement of, or enhancements to, the Plan, and health-related products or services available only to Covered Individuals that add value to, but are not part of, the Plan; (ii) for treatment of the Covered Individual; or (iii) for case management or care coordination for the Covered Individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the Covered Individual. Notwithstanding the foregoing, Business Associate may use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service if the communication relates to a prescription drug that is currently being prescribed for a Covered Individual and any financial remuneration received by Covered Entity in exchange for making the communication is reasonably related to Covered Entity's cost of making the communication. This Paragraph III.B.8 shall apply to disclosures of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.
- 3. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement (Including any restrictions described in this Agreement.) or as Required by Law.
- 4. **Additional Obligations of Business Associate.** Except as otherwise specified in the Business Associate Agreement, the provisions of this Paragraph III.D. apply only to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
 - a. **Safeguards.** Business Associate will use appropriate safeguards to prevent the improper use of, disclosure of, and tampering with Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information.
 - b. **Reporting and Mitigation.** Business Associate will report to Covered Entity any acquisition, access, use or disclosure of Protected Health Information of which Business Associate becomes aware, or that is reported to Business Associate by an agent or subcontractor, that is in violation of this Agreement. Such report shall be made within ten (10) business days of its discovery (as that term is defined in 45 C.F.R.



BUSINESS ASSOCIATE ADDENDUM

Section 164.410(a)(2)) by Business Associate. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an acquisition, access, use or disclosure of Unsecured Protected Health Information. The determination of whether a Breach has occurred, and of the resultant action, shall be the responsibility of Covered Entity.

- c. **Agents and Subcontractors.** Business Associate will enter into a written contract with any agent or Subcontractor who creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply by and through this Agreement to Business Associate with respect to such information.
- d. **Access to Protected Health Information.** Within fifteen (15) days of a request by Covered Entity for access to Protected Health Information about a Covered Individual, Business Associate shall make available to Covered Entity or, as directed by Covered Entity, a Covered Individual such Protected Health Information contained in a Designated Record Set. If the Protected Health Information requested by Covered Entity is maintained in a Designated Record Set electronically, Business Associate shall make available, within the time period specified above, a copy of such information in the electronic form and format specified by Covered Entity, provided such information is readily producible in such form and format. If the information is not readily producible in such form and format, Business Associate shall make the information available in a readable electronic form and format as agreed to by the parties. In the event any Covered Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing access to the requested Protected Health Information or making the determination to deny access to requested Protected Health Information.
- e. **Amendment of Protected Health Information.** Within fifteen (15) days of receipt of a request from Covered Entity or a Covered Individual for the amendment of Protected Health Information or a record regarding a Covered Individual contained in a Designated Record Set, Business Associate shall (i) provide such information to Covered Entity for amendment, and (ii) incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. Section 164.526. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an amendment. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for determining whether the requested amendment shall be made and, if the request is denied, in whole or in part, complying with 45 C.F.R. Section 164.526.
- f. **Disclosure Accounting.** Business Associate agrees to track such disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Within fifteen (15) days of receipt of notice from Covered Entity that it has received a request for an accounting of disclosures of Protected Health Information regarding a Covered Individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. Section 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Agreement and applicable law. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, Business Associate shall track other disclosures and/or make available to Covered Entity such information as is necessary for Covered Entity to comply with any additional accounting requirements effective as of the compliance date applicable under final



BUSINESS ASSOCIATE ADDENDUM

regulations implementing such requirements. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing the disclosure accounting to the Covered Individual.

- g. **Access to Business Associate's Internal Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or Business Associate.
 - h. **Electronic Transactions.** In the event the Business Associate transmits or receives any Covered Electronic Transaction on behalf of Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents and Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.
5. **Obligations and Rights of Covered Entity.**
- a. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.
 - b. **Requests by Covered Entity.** Covered Entity shall not request or direct Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as Covered Entity. To the extent a dispute or difference of opinion exists between the Business Associate and Covered Entity regarding whether a use or disclosure is permissible, Business Associate may disclose the Protected Health Information under objection pursuant to the specific, written direction of Covered Entity. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of this Agreement.
 - c. **Changes in Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
 - d. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual.
 - e. **Agreement Breaches by Business Associate.** If Covered Entity obtains knowledge of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity will notify Business Associate to take reasonable steps to cure such breach or end such violation. If Business Associate cannot successfully cure the breach or end the violation, Covered Entity shall terminate this Agreement in accordance with the terms of the Agreement.

D. Electronic Security Provisions

- 1. **Introduction.** This Article applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Article along with the other Articles of this



BUSINESS ASSOCIATE ADDENDUM

Agreement are (1) intended to meet the requirements of the “business associate” provisions of Security Rule, and (2) govern the terms and conditions under which the Business Associate may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of Covered Entity. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; (2) Business Associate can fulfill its responsibilities under HIPAA; and (3) Business Associate can fulfill its contractual obligations under the Business Associate Agreement.

2. **Obligations of Business Associate.** In accordance with the Security Rule, Business Associate agrees to:
 - a. Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying a security officer and training personnel. This Paragraph IV.B.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.
 - b. Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, maintains, receives, or transmits on behalf of Covered Entity;
 - c. Report to Covered Entity any Security Incident of which Business Associate becomes aware within ten (10) business days of its discovery by the Business Associate;
 - d. Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to Business Associate;
 - e. Enter into a written contract with any agent or Subcontractor to whom Business Associate provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Article to Business Associate, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.
3. **Obligations of Covered Entity.** Covered Entity shall not request or direct Business Associate to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

E. Breach Notification Requirements

1. **Business Associate Obligations.** If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, Business Associate shall notify Covered Entity of a Breach of such Unsecured Protected Health Information without unreasonable delay, but no later than thirty (30) days following discovery of the Breach. Such notice shall include an identification of each Covered Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach and any other available information needed by Covered Entity to enable it to comply with its notification obligations under the Privacy Rule and Security Rule. For purposes of this Article, a Breach is deemed to have been discovered by Business Associate upon the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer or agent of Business Associate (determined in accordance with the Federal common law of agency)).

F. Term and Termination

1. **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Article.

BUSINESS ASSOCIATE ADDENDUM

2. **Termination.** In the event that a party (the “non-breaching party”) discovers and determines that the other party (the “breaching party”) materially breached or violated any of its obligations under this Agreement, the non-breaching party will notify the breaching party of such breach in writing and may immediately terminate the Agreement upon notice to the breaching party or may provide the breaching party with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a mutually agreed upon period of time. If the breaching party’s attempts to cure the breach or end the violation are unsuccessful within that period, without limiting the rights of the parties under the Agreement, the non-breaching party may immediately terminate the Agreement upon notice to the breaching party.
3. **Effect of Relationship Termination.**
 - a. Except as provided in paragraphs (b) and/or (c) of this sub-Article, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
 - c. Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, Business Associate shall return or provide to Covered Entity such information, including Protected Health Information.

G. General Provisions

1. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.
2. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and/or Business Associate to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
3. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with the Privacy Rule and the Security Rule, if applicable.
4. **Survival.** The respective rights and obligations under this Agreement shall survive the termination of this Agreement and any related agreement, including the Services Agreement to which this Business Associate Addendum is attached.
5. **Indemnity.** Each party will indemnify, hold harmless, and defend the other party and its affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys’ fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Agreement by such party or any subcontractor, agent, person or entity under such party’s control.
6. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights obligations, or liabilities whatsoever.



BUSINESS ASSOCIATE ADDENDUM

7. **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.
8. **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.
9. **Governing Law.** This Agreement shall be governed by the law of Massachusetts, except to the extent preempted by federal law.
10. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
11. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter. Notwithstanding the foregoing, this Business Associate Addendum is intended to supplement (rather than supersede) that certain Administrative Services Agreement to which it is attached.



AMERICAN BENEFITS GROUP

ADMINISTRATIVE SERVICES AGREEMENT

Reimbursement Accounts & HSA Service Fees				
HSA	FSA	HRA	Commuter	
☐	☐	☐	☐	◀ Check to confirm which plan you wish ABG to administer
Base Fees				
				Setup and Annual Renewal Fee
				Plan Document Fee
Stand-Alone Fee				
				Monthly Stand-Alone Line of Service Per Benefits Enrolled Employee Fee
				(or a Minimum Monthly Fee of \$100)
Additional Services				
		\$295	Plan Document Amendment (per Amendment)	
		WAIVED	Nondiscrimination Testing (two self service tests included in annual fee)	
		\$495	Assisted Nondiscrimination Testing (Per Test Bundle Run)	
		\$395	Assisted Nondiscrimination Testing (more tahn two self service tests)	
		\$495	Administration of Previous Plan Year Grace / Run Out	Initial here _____
		\$.75	ABG Claims Connect / Flow (PEPM)	Initial here _____
				Initial here _____
				Initial here _____
				Initial here _____
				Initial here _____

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

COBRA Service Fees		
▼ Check to confirm each service that you wish ABG to administer		
☒	Base Fees	NFP Utah
	\$100	Setup and Annual Renewal Fee
	waived	Additional Per Plan Setup Over 5 Eligible Benefits
	\$10	Takeover Setup Fee Per Active / Pending Qualifying Beneficiary (QB)
	\$.55	Monthly COBRA (PEPM)
	\$50	Minimum Monthly Fee
Additional Services		
☐	\$10	Annual Open Enrollment Packages & Notificaitons for Active / Pending QBs (includes mailing)
☐	\$.20	Carrier Eligibility & Enrollment Management (includes mailing)
☐	\$3.75	Each - One-time Blanket Mailing of the COBRA Initial Rights Notice (mailed to all benefits enrolled employees) each
☐	Waived	EDI File Feed Implementation Fee (one-time fee)
☐		
☐		
☐		
☐		
A 2% COBRA administration fee will be added to all COBRA member premiums and this fee will be retained by ABG		
If Qualifying Events exceed 20% of the benefit enrolled population in a 12 month period, a per event fee of \$15 per specific rights COBRA notice will apply.		
Direct Billing Service Fees		
▼ Check to confirm each service that you wish ABG to administer		
☐	Base Fees	
	\$100	Setup and Annual Renewal Fee
	\$75	Additional Per Plan Setup Over 5 Eligible Benefits
	\$10	Takeover Setup Fee Per Active Direct Billing Member
	\$10	Monthly Per Direct Billing Member
	\$50	Minimum Monthly Fee
Additional Services		
☐	\$10	Annual Open Enrollment Packages & Notificaitons for Direct Billing Members (includes mailing)
☐	\$25	Eligibility Reporting Carrier Notification of Terminations and Reinstatements (per month per carrier)
☐		
☐		
☐		

AMERICAN BENEFITS GROUP
ADMINISTRATIVE SERVICES AGREEMENT

Client Information			
Client Name: Price City	EIN/Tax ID#:	Effective Date: 8/1/21	
Mailing Address: 185 East Main Street	City: Price	State: UT	Zip: 84501
Street Address: SAA	City:	State:	Zip:
Administrative/HR Contact: Dana Young	Title: HR		
Email: danay@priceutah.net	Tel: 435-636-3175		
Broker Agency: NFP	Broker Contact: Jeremy Sewell / Mele Vaitohi		
Number of Locations / States: 1 - Utah	Number of Employees:		
Number of Benefit Eligible Employee:	Number of Active Participants:		
Billing Information			
Bill to: NFP	Email:		
Billing Contact:	Tel:		
Bill to Address:	City	State:	Zip:

Authorization: By signing below, Client acknowledges full understanding of the terms, conditions, and information contained in this Administrative Service Agreement and the incorporated Business Associate Addendum. Client agrees to abide by said terms and conditions and pay all fees as stated herein for services rendered

ACCEPTED BY: _____
Printed Name / Title / Company
Signature
Date

AGREED TO BY AMERICAN BENEFITS GROUP: _____
Robert L. Cummings, Managing Principal
Date

Service Fees - Fees quoted in this proposal are valid for 90 days and are guaranteed for 36 months from the effective date.

EASY

Project Application

Section 1. Program Requirements.

- ☒ Commercial, Retail or Industrial Business within Price City Municipal Boundaries. Attach map indicating physical location of property to be improved.
- ☒ Business License current with Price City. Attach copy of business license.
- ☒ Authority of Requesting Applicant Confirmed. Attach copy of letter, etc.

Section 2. Improvement Project Description.

Provide a summary of the specific improvements to property EASY funds are being applied for.

Please see attached

Section 3. Project Budget.

NOTE: All approved EASY projects are funded on a reimbursement basis. Submission of receipts or invoices and evidence of payment (cancelled checks) must be submitted.

Type of Project or Project Element	Cost of Project Element	Comments/Notes:
		Please see attached
27,762	TOTAL	

Section 4. Signature.

Susan Neel, 19 July 2021

Printed Name and Signature of Applicant Requesting Funds

Date

Section 5. Administrative Processing.

- ☐ Price City Economic Development staff review of application.
- ☐ Price City Economic Development staff site visit to project.
- ☐ Reimbursement Approval, date _____

July 15, 2021

TO: Nick Tatton
FR: Susan Neel, owner
Corner Coffe & Tea
RE: EASY Economic Investment Incentive Grant Request

Corner Coffee & Tea, LLC would like to request reimbursement from Price City's EASY program for project costs in renovating the building at 20 East Main Street. I understand that the EASY program can reimburse 25% of project costs up to \$5,000.

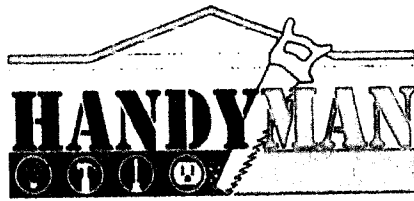
As you know, the building at 20 East Main was in excellent condition when I purchased it in September 2019. Much of my investment in renovations has been devoted to making the space usable for the specific purpose of a coffee shop and upgrading the aesthetics with new paint and flooring. However, I also have undertaken some infrastructure and utility improvements that meet the criteria for the EASY program.

This request for reimbursement reflects four areas of improvement to the site:

- 1) Construction of an ADA compliant ramp connecting the front portion of the building to the rear room and fire exit. This involved laying new footings in the basement and reconstructing floor joists before installing the ramp and surrounding new hallway. While this was a difficult and expensive undertaking, it has significantly improved the safety, accessibility, and aesthetics of this wonderful old building.
- 2) Renovation of the building's rear room. This room provides access to the rear fire exit as well as to the basement and upper floors. We have walled-off and/or made safe the entrances to those areas not accessible to the public, including the elevator shaft and basement conveyor belt. New lighting has been added as well. In the process of making these changes we uncovered the original floor-to-ceiling utility panel for the Star Theatre; this has been framed under plastic so visitors can get a glimpse of life before wall plugs, USB ports, and ALEXA controlled room lighting.
- 3) Improvements to the ductwork and electrical wiring. The rear part of the building, including the kitchen area and ramp hallway, are heated by a furnace in the basement (the rest of building is heated/cooled by HVACs on the upper floor and roof). As we were doing renovations in the rear, it became apparent that a significant portion of the duct work had been damaged and/or detached. These have been repaired, replaced, and re-routed.
- 4) Front facade lighting. We added some powerful, efficient, and attractive lighting to the front facade of the building. Makes the whole street look nice at night.

Attached are invoices from my contractor totaling \$26,762 for the improvements listed above. Please let me know what additional information you need from me.

I appreciate the city's consideration of this request.



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

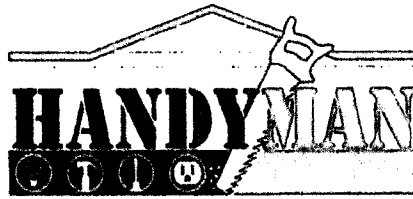
Web: www.handymanBTB.com

Name Susan Neel Telephone _____

Jobsite 20 E Main Price Fax or Email _____

- ① Remove old Non A.B.A. ramp to back room
- ② Finish wall to support floor around ramp
- ③ Remove floor joists @ ramp opening
- ④ Build new braces & ramp
- ⑤ Finish all plastic walls in kitchen
- ⑥ Finish sheetrock in kitchen
- ⑦ Hang sheetrock in hall to ramp
- ⑧ Nikki painting
- ⑨ Install corner tin for sheetrock in kitchen
- ⑩ Work on plastic top part of plastic wall covering

	Lumber + Supplies	\$ 506.33
	Bob + Tony 82%	\$ 3300.00
	Nikki	\$ 93.75
	Total	\$ 3900.08
Contractor	Date	
Customer Signature	Date	



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

Web: www.handymanBTB.com

Name Susan Neel

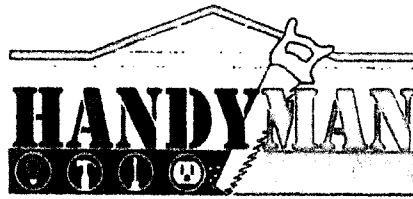
Telephone _____

Jobsite 20 E Main Price

Fax or Email _____

- 1) Purchase cement mix + $\frac{5}{8}$ " sheetrock
- 2) Mix + pour concrete in footing holes in lower floor
- 3) Bob sick for 3 days
- 4) Assemble chairs + two tables
- 5) Assemble vanity (two) for bathroom
- 6) Install last sheet of plastic in dish wash room
- 7) Start framing walls under ramp
- 8) Hang some sheetrock in kitchen

	Supplier	\$ 315. ⁵³
	Bob 26 $\frac{1}{4}$	\$ 1050. ⁰⁰
	Ten 20	\$ 800. ⁰⁰
	Total	\$ 2165. ⁵³
Contractor	<u>Bob Price</u>	
Customer Signature	Date	Mar 7, 20



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

Web: www.handymanBTB.com

Name

Susan Neel

Telephone

Jobsite

20 E Main Price

Fax or Email

- ① Sheetrock mud + sand, mud + sand again
- ② Finish blocking @ ramp floor joists
- ③ Tony work on HVAC in upper room + crawl space
- ④ Install lights on wall @ office on the wall
- ⑤ Build shelf boxes in hall @ ramp
- ⑥ Build door jam @ Kitchen
- ⑦

	Supplies + Lumber	\$203.65
	Bob + Tony 62 1/2	\$2500.00
	Nikki	\$123.25
	Total	\$2827.40
Contractor	<u>Bob Patch</u>	Date <u>Mar 21, 20</u>
Customer Signature		Date



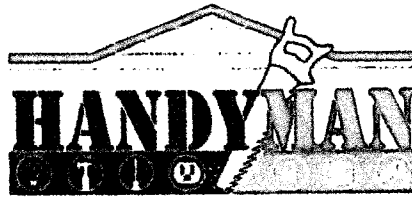
BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan Neel Telephone _____
Jobsite 26 E Main Price Fax or Email _____

- ① Frame up North Wall
- ② Move power plugs + add 2 new
- ③ Hang sheetrock @ North wall
- ④ Move mirrors
- ⑤ Texture new sheetrock + East wall
- ⑥ Primer paint
- ⑦ Tape and mask for spray paint
- ⑧ Furnish + install horizontal siding above back door.

	Lumber & Supplies	\$ 556.71
	Gary hrs 8	\$ 320.00
	Pump Fee	\$ 15.00
	Bob's hrs 98	\$ 3,920.00
	Total	\$ 4,811.71
Contractor	<u>Bob Titch</u>	
Customer Signature	Date	<u>Aug 25, 20</u>
	Date	<u>2</u>



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

Web: www.handymanBTB.com

Name

Susan Neel

Telephone

Jobsite

26 E Main

Price

Fax or Email

- ① Finish up painting back room
 - ② Finish and install base board
 - ③ Build frame for large mirror + hang same
 - ④ Clean up back door:
 - Ⓐ Glue + screw old split pcs
 - Ⓑ Cut plug wood pcs for old cut out ring areas
 - Ⓒ plug nail holes and ~~other~~ other dents + dings
 - Ⓓ Build two new door casing for back door
 - Ⓔ Finish cut + install wood above back door
 - ⑤ Primer + paint back door + all trim.
 - ⑥ Furnish + build plastic guards for rolling cart
 - ⑦ Install new power plugs at hall kitchen + checkout counter
 - ⑧ Install door hinges on the doors
 - ⑨ Get plastic for old circuit breaker display
- Billing from Aug 25 - Sept 11

Plastic, Lumber + supplies

676.24

Tong 1 1/2

60.00

Bob 87.3/4

3510.00

Total

4,186.24

Contractor

Bob Patch

Date

Sept 13, 20

Customer Signature

Date



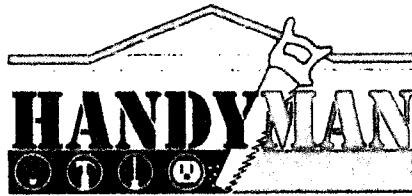
BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan Neel Telephone _____
Jobsite 26 E Main Linn Fax or Email _____

- ① Purchase 2 new cabinets
- ② Provide 1 new counter top
- ③ Install flag pole holders in front
- ④ Finish painting + repairing back door
- ⑤ Install plastic for old circuit breaker pannel
- ⑥ Hang light cover in back room

	Cabinets & Supplies	\$772.58
	9 1/4 hrs	370.00
	Total	\$1142.58
Contractor <u>Bob Butch</u>	Date	Oct 20, 22
Customer Signature	Date	



BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan @ Corner Coffee + Tea Telephone _____

Jobsite E Main Price Fax or Email _____

Electrical problems + back room is too cold

- ① Trouble shoot areas that have no power + dim lights
- ② Found 100a main breaker single phasing
- ③ Purchased new breaker + install same
- ④ Re-start heaters + replace old gas valves with up to code valves + add a drip leg to all 3 heaters (purchase pipes + valves)
- ⑤ Re-start water heater + bring it up to code (New valve + drip leg)
- ⑥ Found back heat duct was smashed flat
- ⑦ Found 2 of 3 cold air returns were out of heating envelope
- ⑧ Re-build + redirect 2 heat ducts (purchase new heating ducts)
- ⑨ Repair broken + leaking 2 other heat ducts
- ⑩ Remove cold air return + install in envelope (blue room)
- ⑪ Install baffle in kitchen duct + move thermostat to blue room

avg Feb 10 inch

	Supplies + Materials	\$ 1,072.73
	Bob + Tony 90.5	\$ 3630.00
	Total	\$ 4,702.73
Contractor	<i>Bob Pelt</i>	
Customer Signature	Date	Feb 10, 21
	Date	



BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan Corner Coffee Telephone _____

Jobsite E Main Fax or Email _____

- ① Take apart shelving in lower area
- ② Bring shelving up to main floor + assemble
- ③ Cut last $\frac{3}{4}$ " plywood sheet (from lower area) and make pattern for framed over back alley door
- ④ Furnish lumber + slat finish back alley door
- ⑤ Hang new metal sign planks
- ⑥ Purchase new light ballasts + install 2 of 3
- ⑦ Drill holes in "lardon hinges" and squirt in grease
- ⑧ Install insulation around new duct (heating) rack + furnish some new-
- ⑨ Finish up heating up grade and repair

	Supplies + Lumber	\$1420 ⁵⁴
	Tools + Bob 4/6	\$1840 ⁰⁰
	Total	\$2,260 ⁵⁴
Contractor	<u>Bob Felt</u>	Date <u>Mar 4, 2021</u>
Customer Signature		Date



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

Web: www.handymanBTB.com

Name Susan @ Corns Office Telephone _____

Jobsite E Main Price Fax or Email _____

- ① Set up rolling scaffolding
- ② Remove old 8' light fixtures
- ③ Run new conduit
- ④ Install new light boxes
- ⑤ Run new wiring to boxes
- ⑥ Wire up 8 new light fixtures
- ⑦ Install 8 new LED Bulbs

PAID \$700
\$1260.47 *[Signature]*

	Scaffolding Rent	\$192.60
	Supplies	\$127.87
	Phone	\$1640.50
	Total	\$1960.97
Contractor	<i>Bob Patch</i>	Date <i>Apr 13, 2011</i>
Customer Signature		Date

SUSAN R NEEL 03/06
980 DREXEL ST
PRICE, UT 84501-2418

2124

31-287/1240 2868
9193391084

16 Feb 2024

DATE

Bob Fatch

PAY TO THE
ORDER OF

Food Services Area budget two and 73

\$4,707.73

DOLLARS



Serial #
Printed
Date of Iss.

Wells Fargo Bank, N.A.
Utah
wellsfargo.com



FOR Deposits



SUSAN R NEEL 03/05
980 DREXEL ST
PRICE, UT 84501-2418

2126

91-297/1240 2966
9193331084

4 March 2021

DATE

PAY TO THE
ORDER OF

Bob Bateh
Two Thousand One Hundred Sixty Eight and 50/100 \$2,126.50

Payable
Payable
Payable on

DOLLARS

1

Wells Fargo Bank, N.A.
Utah
wellsfargo.com

WELLS
FARGO

FOR _____

View Transaction Printable View

Transaction Information

Account: Business Connect Checking - xxxxx4749

Description: CHECK

Amount: \$-2,165.53

Status: Cleared

Customer Reference Number: 157

Transaction: Check 157

Date Cleared: March 10, 2020

Date Initiated: March 10, 2020

View Transaction Printable View

Transaction Information

Account: Business Connect Checking - xxxxx4749

Description: CHECK

Amount: **\$-3,900.08**

Status: Cleared

Customer Reference Number: 158

Transaction: Check 158

Date Cleared: March 17, 2020

Date Initiated: March 17, 2020

SUSAN R NEEL 03/08
980 DREXEL ST
PRICE, UT 84501-2418

2103

31-23771240-2868
91933371064

23 Mar 2020

DATE

PAY TO THE
ORDER OF

Bob Paton

\$ 2,857.40

Two thousand eight hundred and fifty seven and 40/100

DOLLARS



Security
Features
Available on
this check



Wells Fargo Bank N.A.
Utah
wellsfargo.com

FOR DEPOSIT ONLY



SUSAN R NEEL 03/06
980 DREXEL ST
PRICE, UT 84501-2418

2116

31-2974240 2888
9183331064

14 Sept 2020

DATE

PAY TO THE
ORDER OF

Bob Farkel

\$4186.34

DOLLARS

Four thousand one hundred eighty six and 34/100

WELLS
FARGO

Wells Fargo Bank, N.A.
Uzsh
wellsfargo.com

FOR



SUSAN R NEEL 03/05
880 DREXEL ST
PRICE, UT 84501-2418

2115

31-29771240 2888
9193331064

25 Aug 2020

DATE

PAY TO THE
ORDER OF

Bob Fitch
Ten thousand eight hundred eleven and 3/4

\$4811.75

DOLLARS



Security
Features
Delete or
Blank



Wells Fargo Bank, N.A.
Utah
wellsfargo.com

FOR _____



SUSAN R NEEL 03/06
980 DREXEL ST
PRICE, UT 84501-2418

2118

31-2871240 2868
9199331064

21 Oct 2002
DATE

PAY TO THE
ORDER OF

Bob Price
Eight Hundred Fifty Two 950

\$ 842.58

DOLLARS

Security
Features
Detailed on
Back

Wells Fargo Bank, N.A.
Utah
wellsfargo.com

WELLS
FARGO

FOR _____

31-5/1240

230

Corner Coffee & Tea
20 East Main
Price, UT 84501

29 April 2021
date

Robert Hatch

\$1260.47

One thousand two hundred sixty and 47/100

dollars



Security Features
Included
Details on Back

ZIONS BANK.

WE HAVEN'T FORGOTTEN
WHO KEEPS US IN BUSINESS®

1-800-974-8800
zionsbank.com

for

Susan Neil MP

⑆ 124000054⑆ 980444749⑈0230

[Enlarge](#)

[Save](#)

OPTIONAL FORM NO. 10

FOR DEPOSIT ONLY

OPTIONAL FORM NO. 10

60745

324079639<
UTAH POWER CREDIT UNION

APR 29 2021

SALT LAKE CITY UT

>324079539< 50
5014 - 88858888
04/30/2021 - 11:30

DR

[Enlarge](#)

[Save](#)

31-5/1240

228

Corner Coffee & Tea

20 East Main
Price, UT 84501

13th Nov 2021
date

\$ *700.00*

Steven M. Anderson

ZIONS BANK.

WE HAVEN'T FORGOTTEN
WHO KEEPS US IN BUSINESS®

1-800-974-8800
zionsbank.com

Susan Seal AP

⑆124000054⑆ 980444749⑈0228

[Enlarge](#)

[Save](#)

ORIGINAL

Robert Seal

☐ CHECK DEPOSIT MOBILE OR REMOTE DEPOSIT ONLY

1 2 3 4 5 6 7 8 9 10 11 12

>324079539<

UTAH POWER CREDIT UNION

4 13 2021

SALT LAKE CITY, UT

>324079539< - 50

5012 - 87740142

04/13/2021 - 14:43:43

[Enlarge](#)

[Save](#)

July 15, 2021

TO: Nick Tatton
FR: Susan Neel, owner
Corner Coffe & Tea
RE: EASY Economic Investment Incentive Grant Request

Corner Coffee & Tea, LLC would like to request reimbursement from Price City's EASY program for project costs in renovating the building at 20 East Main Street. I understand that the EASY program can reimburse 25% of project costs up to \$5,000.

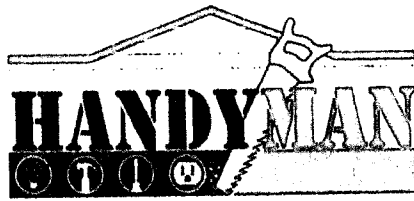
As you know, the building at 20 East Main was in excellent condition when I purchased it in September 2019. Much of my investment in renovations has been devoted to making the space usable for the specific purpose of a coffee shop and upgrading the aesthetics with new paint and flooring. However, I also have undertaken some infrastructure and utility improvements that meet the criteria for the EASY program.

This request for reimbursement reflects four areas of improvement to the site:

- 1) Construction of an ADA compliant ramp connecting the front portion of the building to the rear room and fire exit. This involved laying new footings in the basement and reconstructing floor joists before installing the ramp and surrounding new hallway. While this was a difficult and expensive undertaking, it has significantly improved the safety, accessibility, and aesthetics of this wonderful old building.
- 2) Renovation of the building's rear room. This room provides access to the rear fire exit as well as to the basement and upper floors. We have walled-off and/or made safe the entrances to those areas not accessible to the public, including the elevator shaft and basement conveyor belt. New lighting has been added as well. In the process of making these changes we uncovered the original floor-to-ceiling utility panel for the Star Theatre; this has been framed under plastic so visitors can get a glimpse of life before wall plugs, USB ports, and ALEXA controlled room lighting.
- 3) Improvements to the ductwork and electrical wiring. The rear part of the building, including the kitchen area and ramp hallway, are heated by a furnace in the basement (the rest of building is heated/cooled by HVACs on the upper floor and roof). As we were doing renovations in the rear, it became apparent that a significant portion of the duct work had been damaged and/or detached. These have been repaired, replaced, and re-routed.
- 4) Front facade lighting. We added some powerful, efficient, and attractive lighting to the front facade of the building. Makes the whole street look nice at night.

Attached are invoices from my contractor totaling \$26,762 for the improvements listed above. Please let me know what additional information you need from me.

I appreciate the city's consideration of this request.



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

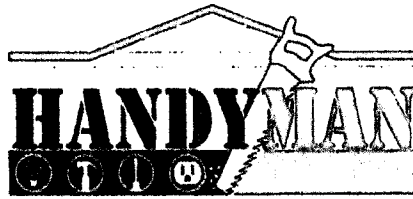
Web: www.handymanBTB.com

Name Susan Neel Telephone _____

Jobsite 20 E Main Price Fax or Email _____

- ① Remove old Non A.B.A. ramp to back room
- ② Finish wall to support floor around ramp
- ③ Remove floor joists @ ramp opening
- ④ Build new braces & ramp
- ⑤ Finish all plastic walls in kitchen
- ⑥ Finish sheetrock in kitchen
- ⑦ Hang sheetrock in hall to ramp
- ⑧ Nikki painting
- ⑨ Install corner tin for sheetrock in kitchen
- ⑩ Work on plastic top part of plastic wall covering

	Lumber + Supplies	\$ 506.33
	Bob + Tony 82%	\$ 3300.00
	Nikki	\$ 93.75
	Total	\$ 3900.08
Contractor	Date	
Customer Signature	Date	



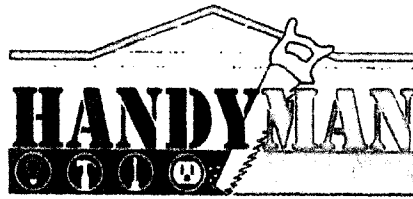
BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan Neel Telephone _____
Jobsite 20 E Main Price Fax or Email _____

- 1) Purchase cement mix + $\frac{5}{8}$ " sheetrock
- 2) Mix + pour concrete in footing holes in lower floor
- 3) Bob sick for 3 days
- 4) Assemble chairs + two tables
- 5) Assemble vanity (two) for bathroom
- 6) Install last sheet of plastic in dish wash room
- 7) Start framing walls under ramp
- 8) Hang some sheetrock in kitchen

	Supplier	\$ 315. ⁵³
	Bob 26 $\frac{1}{4}$	\$ 1050. ⁰⁰
	Ten 20	\$ 800. ⁰⁰
	Total	\$ 2165. ⁵³
Contractor	<u>Bob Price</u>	
Customer Signature	Date	Mar 7, 20



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

Web: www.handymanBTB.com

Name

Susan Neel

Telephone

Jobsite

20 E Main Price

Fax or Email

- ① Sheetrock mud + sand, mud + sand again
- ② Finish blocking @ ramp floor joists
- ③ Tony work on HVAC in upper room + crawl space
- ④ Install lights on wall @ office on the wall
- ⑤ Build shelf boxes in hall @ ramp
- ⑥ Build door jam @ Kitchen
- ⑦

	Supplies + Lumber	\$203.65
	Bob + Tony 62 1/2	\$2500.00
	Nikki	\$123.25
	Total	\$2827.40
Contractor	<u>Bob Patch</u>	Date <u>Mar 21, 20</u>
Customer Signature		Date



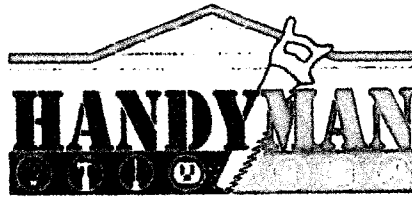
BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan Neel Telephone _____
Jobsite 26 E Main Price Fax or Email _____

- ① Frame up North Wall
- ② Move power plugs + add 2 new
- ③ Hang sheetrock @ North wall
- ④ Move mirrors
- ⑤ Texture new sheetrock + East wall
- ⑥ Primer paint
- ⑦ Tape and mask for spray paint
- ⑧ Furnish + install horizontal siding above back door.

	Lumber & Supplies	\$ 556.71
	Gary hrs 8	\$ 320.00
	Pump Fee	\$ 15.00
	Bob's hrs 98	\$ 3,920.00
	Total	\$ 4,811.71
Contractor	<u>Bob Titch</u>	
Customer Signature	Date	<u>Aug 25, 20</u>
	Date	<u>2</u>



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

Web: www.handymanBTB.com

Name

Susan Neel

Telephone

Jobsite

26 E Main

Price

Fax or Email

- ① Finish up painting back room
 - ② Finish and install base board
 - ③ Build frame for large mirror + hang same
 - ④ Clean up back door:
 - Ⓐ Glue + screw old split pcs
 - Ⓑ Cut plug wood pcs for old cut out ring areas
 - Ⓒ plug nail holes and ~~other~~ other dents + dings
 - Ⓓ Build two new-door casing for back door
 - Ⓔ Finish cut + install wood above back door
 - ⑤ Primer + paint back door + all trim.
 - ⑥ Furnish + build plastic guards for rolling cart
 - ⑦ Install new power plugs at hall kitchen + checkout counter
 - ⑧ Install door hinges on the doors
 - ⑨ Get plastic for old circuit breaker display
- Billing from Aug 25 - Sept 11

Plastic, Lumber + supplies

676.24

Tong 1 1/2

60.00

Bob 87.3/4

3510.00

Total

4,186.24

Contractor

Bob Patch

Date

Sept 13, 20

Customer Signature

Date



BOB'S SERVICES

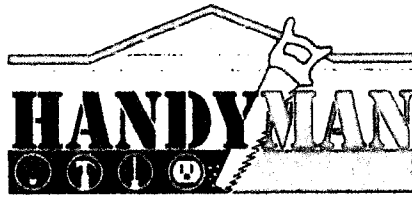
Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan Neel Telephone _____

Jobsite 26 E Main Ave Fax or Email _____

- ① Purchase 2 new cabinets
- ② Provide 1 new counter top
- ③ Install flag pole holders in front
- ④ Finish painting + repairing back door
- ⑤ Install plastic for old circuit breaker pannel
- ⑥ Hang light cover in back room

	Cabinets & Supplies	\$772.58
	9 1/4 hrs	370.00
	Total	\$1142.58
Contractor <u>Bob Butch</u>	Date	Oct 20, 22
Customer Signature	Date	



BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan @ Corner Coffee + Tea Telephone _____

Jobsite E Main Price Fax or Email _____

Electrical problems + back room is too cold

- ① Trouble shoot areas that have no power + dim lights
- ② Found 100a main breaker single phasing
- ③ Purchased new breaker + install same
- ④ Re-start heaters + replace old gas valves with up to code valves + add a drip leg to all 3 heaters (purchase pipes + valves)
- ⑤ Re-start water heater + bring it up to code (New valve + drip leg)
- ⑥ Found back heat duct was smashed flat
- ⑦ Found 2 of 3 cold air returns were out of heating envelope
- ⑧ Re-build + redirect 2 heat ducts (purchase new heating ducts)
- ⑨ Repair broken + leaking 2 other heat ducts
- ⑩ Remove cold air return + install in envelope (blue room)
- ⑪ Install baffle in kitchen duct + move thermostat to blue room

avg Feb 10 inch

	Supplies + Materials	\$ 1,072.73
	Brick + Tong 90.5	\$ 3630.00
	Total	\$ 4,702.73
Contractor	Date Feb 10, 21	
Customer Signature	Date	



BOB'S SERVICES

Phone: 801-376-4991 Email: bobpmm@yahoo.com Web: www.handymanBTB.com

Name Susan Corner Coffee Telephone _____

Jobsite E Main Fax or Email _____

- ① Take apart shelving in lower area
- ② Bring shelving up to main floor + assemble
- ③ Cut last $\frac{3}{4}$ " plywood sheet (from lower area) and make pattern for framed over back alley door
- ④ Furnish lumber + slat finish back alley door
- ⑤ Hang new metal sign planks
- ⑥ Purchase new light ballasts + install 2 of 3
- ⑦ Drill holes in "lardon hinges" and squirt in grease
- ⑧ Install insulation around new duct (heating) rack + furnish some new-
- ⑨ Finish up heating up grade and repair

	Supplies + Lumber	\$1420 ⁵⁴
	Labor + Bob 46	\$1840 ⁰⁰
	Total	\$2,260 ⁵⁴
Contractor	<u>Bob Felt</u>	Date <u>Mar 4, 2021</u>
Customer Signature		Date



BOB'S SERVICES

Phone: 801-376-4991

Email: bobpmm@yahoo.com

Web: www.handymanBTB.com

Name Susan @ Corns Office Telephone _____

Jobsite E Main Price Fax or Email _____

- ① Set up rolling scaffolding
- ② Remove old 8' light fixtures
- ③ Run new conduit
- ④ Install new light boxes
- ⑤ Run new wiring to boxes
- ⑥ Wire up 8 new light fixtures
- ⑦ Install 8 new LED Bulbs

PAID \$700
\$1260.47 *[Signature]*

	Scaffolding Rent	\$192.00
	Supplies	\$127.87
	Phone	\$160.50
	Total	\$1960.47
Contractor	<i>Bob Patch</i>	Date <i>Apr 13, 2011</i>
Customer Signature		Date



UTAH NATIONAL GUARD

1457TH ENGINEER BATTALION
251 SOUTH 200 EAST
AMERICAN FORK, UT 84003-2437

NGUT-MEB-BR

10 June 2021

MEMORANDUM OF AGREEMENT
BETWEEN
THE UTAH ARMY NATIONAL GUARD, 116TH ENGINEER COMPANY
(WY17AA) AND
PRICE CITY COUNCIL

SUBJECT: Use of Price City Wave Pool for Water Survival Training

1. The following is an agreement for the use of Price City Wave Pool between the Price City Government and the Utah Army National Guard.
2. The Utah Army National Guard will utilize the Price City Pool for water survival training on locations and dates/times approved by the Director of Services. Unit will coordinate training times in advance to notify the facilities owner when they will be on site to ensure there will be no conflicts.
3. There will be no weapons involved in this training. Vehicle travel and parking consists of personal operated vehicles (POV).
4. Unit training would consists of individual and team events to familiarize and test Soldiers confidence and skill set during water exercises.
5. It is understood that the Utah Army National Guard will not conduct any other operations or training other than specified on or within the facilities or property.
6. It is agreed that there will be no charge for the use of the Price City Wave Pool for the training activities of the Utah Army National Guard.
7. It is requested that a 30 day notice of revocation of this agreement be given prior to any schedule training event.
8. All parties agree to hold harmless the other party in the event of any types of injury, accident, or illness.
9. The 116th EN Co will indemnify and hold harmless Price City Corporation, its elected and appointed officials, its employees, and assigns from all damage caused by the 116th EN Co in arising out of the activities of the 116th EN Co during its use of the property.
10. Memorandum of Agreement will be effective for 1 year from the date of signatures.

NGUT-MEB-BR

SUBJECT: Use of Price City Wave Pool for Water Survival Training

11. POC for the 116th Engineer Company is SFC Garth Johnson at (435) 637-1743 or garth.l.johnson.mil@mail.mil. The POC for the Price City Wave Pool is Brett Cammans at (435) 820-4277 or bretc@priceutah.net.

Michael Kourianos
Mayor

GARTH L. JOHNSON
SFC, USA
Readiness NCO

(Date)

(Date)

Who: 116th EN Co

What: Water Survival Training that assesss understanding and confidence in survival regarding any engineer water related operations.

When: 06-08 August 2021

Where: Price City Wave Pool
VIC GRID 12S WJ 1657 8425

Why: Increase confidence, improve individual readiness, retention, and build esprit de corp.

AGR POC: SFC Johnson or SFC Tatton
DSN 3200



Account No: 5575
Business Activity: 6213
Fee: 150
Copy to Recorder: 7/19/21
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____

Price
Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): Utah Behavioral Health Solutions LLC			
If Name Change, list previous name:			
Business Address: 23 S Carbon Ave		Suite/Apt. No.: 20	
City: Price	State: Utah	Zip Code: 84501	
Business Telephone: (801) 447-2441	Business E-mail: utbehavioral@hotmail.com	Business Fax: 801-447-2441	
Mailing Address (if different):		City:	State: Zip Code:
Property Owner's Name: Oliveto Holdings LLC		Property Owner's Telephone:	
Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: <u>Aug 1, 2021</u> Business Hours: From <u>8</u> To <u>5</u> M <u>1</u> T <u>1</u> W <u>1</u> T <u>1</u> F <u>1</u> S <u>1</u> S U (please circle)			
Detailed Description of Business: Office of mental health practitioner.			
Commercial Square Feet: 240	No. of Arcade Games, Pool Tables, Etc.:	No. of Vending Machines:	No. of Mobile Home Spaces:
No. of Rental Units:	No. of RV Spaces:	No. of Motel Rooms:	No. of Beds:
State Sales Tax I.D. No. (Include copy or proof of exemption): N/A		Federal Tax I.D. No. (Include copy):	
State License No. (Include copy)		State License Type:	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.			