Introduced by: Peter Cunningham
Seconded by: [illegible]

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED DEVELOPER'S AGREEMENT BETWEEN THE CITY OF HOBOKEN AND ADVANCE AT HOBOKEN, LLC

WHEREAS, the City wishes to enter into the attached Developer's Agreement with Advance at Hoboken, LLC; and

WHEREAS, the Developer's Agreement serves as the agreement between the parties regarding the development of the property in accordance with the Zoning Board approvals; and,

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Agreement with Advance, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: April 26, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: APR 26 2016

James J. Farina

CITY CLERK

DEVELOPER'S AGREEMENT

CITY OF HOBOKEN
HOBOKEN, NEW JERSEY

with

ADVANCE AT HOBOKEN LLC

PREMISES:

1316-1330 Willow Avenue
Block 116, Lot 1.2
Hoboken, New Jersey

Record & Return to:

Joseph A. Garcia
Chasan Leyner & Lamparello, PC
300 Harman Meadow Boulevard
Secaucus, N.J. 07094-3621

DEVELOPER'S AGREEMENT

AGREEMENT made this ____ day of April, 2016 by ADVANCE AT HOBOKEN, LLC, 1041 US Highway 202/206, Bridgewater, NJ 08807 (hereinafter called the "Developer") and the CITY OF HOBOKEN, a municipal Corporation of the State of New Jersey, County of Hudson, (hereinafter called the "City"), located at 94 Washington Street, Hoboken, New Jersey;

W I T N E S S E T H:

WHEREAS, the Developer is the owner of property as shown on the Tax Map of the City of Hoboken and commonly known as Block 116, Lot 1.2 and more commonly known as 1316-1330 Willow Avenue, Hoboken, New Jersey (the "Property").

WHEREAS, on November 17, 2009 the Hoboken Zoning Board of Adjustment granted amended preliminary site plan approval, conditional use approval and variance relief for the construction of a seven story mixed use building at the subject Property which was approved for 140 residential dwelling units (the affordable housing requirement for this project is currently the subject of pending litigation which is addressed in paragraph 19 "AGREEMENT NOT CONSTITUTED AS WAIVER") together with 20,250 square feet of retail space and 366 parking spaces. Under the plan as originally approved, vehicular traffic would

enter the parking garage off of Clinton Street and exit out onto Willow Avenue. In addition, truck traffic for both deliveries to the commercial tenants and for trash pickup would enter the building from Willow Avenue; and

WHEREAS, Developer subsequently proposed to amend the plan to have both ingress and egress for the retail and residential traffic enter the Property from Willow Avenue with all truck loading and unloading and refuse pickup taking place from Clinton Street; and

WHEREAS, in order for a 50 foot tractor trailer (WB-50) to make deliveries to the building off of Clinton Street, parking would need to be restricted on portions of Clinton Street in order to allow such a tractor trailer to safely negotiate turns from 13th Street onto Clinton Street and to properly maneuver into the loading bays at the rear of the subject Property on Clinton Street; and

WHEREAS, the Office of the County Engineer raised concerns regarding the ability of WB-50 trucks to navigate the intersections of Willow Avenue and 13th Street as well as Clinton Street and 13th Street; and

WHEREAS, Based upon these aforementioned concerns, the City worked with the Developer to design modifications to the curb radius and curb lines at the corners of Willow Avenue and 13th

Street and Clinton Street and 13th street in order to ensure that a WB-50 truck can safely navigate these turns; and

WHEREAS, the aforementioned curb modifications - which will be paid for by Developer -- are exclusive of the five (5) parking spaces required to be made available to the public (24 hours a day/ 7 days a week) by the November 17, 2009 Zoning Board approval (this same approval further provides 1,000 s.f. of area in the building to the City as depicted on the approved plans); and

WHEREAS, the City has agreed that the Developer enter into a Developer's Agreement with the City with respect to the aforementioned parking restrictions on Clinton Street and 13th Street, modifying the curb lines and curb radius on Willow Avenue and 13th Street and 13th Street and Clinton Street, reconstructing handicap ramps, updating and/or installing new no parking signs and providing additional no parking striping to enhance the availability of parking and clearly demark areas that parking is prohibited; and

WHEREAS, the Developer acknowledges that the improvements delineated in the reports and plans prepared by the Developer's traffic engineer, and reviewed by the City's traffic engineer, (plans and reports attached hereto as Exhibit "A")must meet the

specifications in effect at the time of approval and must be inspected during installation by the City Engineer, Construction Official and any other sub-code official with jurisdiction, and Developer agrees to escrow sufficient inspection fees in accordance with N.J.S.A. 40:55D-53h with the City in advance or as may be reasonably required to defray this cost; and

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein it is hereby agreed as follows:

1. **IMPROVEMENTS**

The Developer agrees at its expense to furnish, provide and supply all materials, labor, equipment, tools and appliances necessary and proper to complete: the modifications to the curb lines and curb radius; the reconstructing of handicap ramps; the reconstruction of fencing; the modifications to the catch basin at 13th Street and Clinton Street; the installation of said parking signs; and additional no parking striping, all in accordance with the plans and Justification Statement previously submitted to the City. (Attached hereto as Exhibit "B").

Such improvements shall be installed in a manner that is consistent with the requirements and specifications of the City and other applicable laws and regulations without deviation

unless authorized to do so. Any such improvements shall be completed to the reasonable satisfaction and approval of the City Engineer, Construction Official as well as any other sub-code official with jurisdiction).

The aforesaid work shall be done in a good and workmanlike manner, and shall not substantially deviate either in specification or course from the plans, profiles and documents described herein. The work shall not be deemed complete unless all such improvements are installed in accordance with this Agreement, and all rubbish, debris, construction equipment, tools and surplus materials have been removed from the site and the site is left in a clean and neat appearing condition.

2. **TIME FOR COMPLETION**

All of the improvements and work referred to in Paragraph 1 above shall be completed prior to Trader Joe's opening for business or receiving inventory or other deliveries related to the day-to-day operation of the store. In the event the work is not so completed within this period then upon extension of this Agreement the City may require that additional performance guarantees be provided in light of the then prevailing costs, if necessary, to adequately secure the City.

3.

3. **TERM OF AGREEMENT**

This Agreement shall remain in full force and effect as long as Trader Joe's occupies the space identified in the approved plans and in accordance with the city's zoning laws.An amended or new Agreement shall be required if a new tenant occupies the Trader Joe's space.

4. **COMPLIANCE WITH LAW**

All of the improvements referred to in Paragraph 1 above shall be performed in accordance with any applicable City specifications, State and County laws, and specifications as set forth in Ordinances, Rules and Regulations (including, but not limited to permitted hours of construction and adequate lighting of crosswalks to reasonably ensure pedestrian safety) and shall be inspected by the City Engineer or someone designated in writing by the City Engineer for that purpose, the Construction Official and any other sub-code official with jurisdiction.

Notice of the beginning of any construction activity shall be provided to the Executive Director of the Hoboken Housing Authority at least seventy-two (72) hours in advance

5. **REVISIONS TO PLANS**

The Developer agrees that if during the course of construction and installation of said improvements it shall be determined by the City Engineer, either on his own or at

Developer's request, that the revision of the proposed plans are necessary with regard to health, welfare and safety of the residents of the City (the "Public Interest"), or with the Developer's consent, represents a more environmentally or otherwise practicable alternative to the methodologies employed in the approved plan in furtherance of the Public Interest, it will undertake at its own expense such design and construction changes as may be indicated by the City Engineer. This Paragraph is meant to apply to changes commonly referred to as "field changes" which shall be of a minor and technical nature. Nothing contained herein shall be construed so as to allow the Developer to relocate any improvements or otherwise deviate from the approved plans without prior approval of the Zoning Board of Adjustment if such prior approval is deemed necessary by the City Engineer. Further, no change shall be made to the plans which would in any way further intensify or alter any variance granted as part of the underlying approvals without the express approval of the Zoning Board of Adjustment, regardless of whether such change be a diminimus change, or a change which could be seen as a "field change" as such term has been used hereunder.

6. <u>CITY'S PROFESSIONAL COSTS</u>

The reasonable engineering, planning and legal fees or charges for services rendered to the City in connection with this Agreement and in connection with the improvements to be made hereunder shall be paid by the Developer upon execution and delivery of this Agreement.

A cash deposit in the sum of $5,000 has been deposited into an escrow account for legal services, it being specifically agreed that, if during the course of the development it reasonably appears the amount of the deposit made is inadequate to meet the City's costs, the City may require such additional sums to be deposited with the City as it might determine to be necessary and reasonable and the Developer shall forthwith deposit same within thirty days after receipt of written notice. No Certificate of Occupancy shall be issued until such additional deposit shall have been made.

The City shall be and is hereby authorized by the Developer to disburse the said deposit in payment of such services as are rendered upon the submission of proper vouchers therefor, duly sworn to by the person or persons rendering the services and the unused portion of such deposit shall be returned to the Developer by the City upon completion of the improvements to be undertaken hereunder and certification of such completion to the City by the City Engineer.

7. SUBMISSION OF DETAILED PLANS

In the event the City Engineer reasonably requires any further details for the plans submitted and approved the Developer shall furnish such detail on reasonable written notice by the City Engineer, specifying the full nature of such details within fifteen (15) working days.

8. INSPECTION OF IMPROVEMENTS

The City contemplates the inspection of all on site or off site improvements and/or facilities to be accepted by the City. The City Engineer shall inspect the installation of all such improvements. The City Engineer shall use his best efforts to have inspections completed in a timely manner so as to permit the Developer to proceed with construction in an orderly, safe and expeditious manner. The Construction Official as well as any other sub-code official with jurisdiction shall also inspect all relevant improvements.

9. CITY NOT LIABLE FOR IMPROVEMENT COSTS

Nothing contained herein shall be construed to render the City or any of its officers, boards or employees liable for any charges, costs, removal of debris or material or for labor or other expenses incurred in the making of the improvements.

10. INDEMNIFICATION

To the fullest extent permitted by law, Developer expressly agrees to indemnify, defend and hold harmless the City from and against any claims, loss or liability, including reasonable attorney fees, for bodily injury or property damage arising from the negligence or willful misconduct of Developer, its parents, partners, affiliates, subsidiaries, successors or assigns and each of their respective agents, employees, representatives and contractors with respect to the construction or installation of the improvements contemplated hereunder, , or the operation and maintenance of the Property's parking garage. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including, but not limited to, expenses and fees in connection with the engagement or utilization of any fact or expert witnesses, court costs and attorneys' fees. When requested by the Township, the Developer agrees to aid and/or defend the Township, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action concerning performance of work at the development site pursuant to this Agreement. This stipulation shall not apply to any actions or litigation filed against the City where the litigation is attributable to wrongful conduct on the part of the City, its agents or employees

11. DISPUTE RESOLUTION

The City and the Developer agree that in the event of any dispute between the City Engineer and the Developer as to the compliance with this Agreement, the Developer reserves the right to a hearing before the Governing Body. In the event that any dispute should arise regarding the payment of professional fees attributed to the site, same shall be resolved in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et. seq.* and applicable City Ordinances. In the event the City Engineer and the Developer are unable to resolve any dispute that may arise hereunder, such dispute shall be resolved by litigation.

12. **INSURANCE INDEMNITY**

Prior to the opening of the parking garage or User's being permitted to park in the designated P1 parking spots, whichever comes later, Developer shall purchase and shall maintain throughout the term of this Agreement, at its own cost, such insurance as will protect against any and all claims arising from this Agreement. This includes, but is not limited to, workers compensation, claims for personal injury and claims for property damage. The City shall be named as an additional insured on any such policy. The Developer shall upon request

provide a copy of any such policies to the City Clerk as a material term of this Agreement.

13. **PARTIES NOT RESPONSIBLE TO THIRD PARTIES**

Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claims against the Developer and/or the City or any of their agents or agencies with respect to any matter arising out of this Agreement including, but not limited to, the installation of any improvements or for any damages arising therefrom.

14. **SUBORDINATION**

This Agreement and any liens or charges created hereunder against the Property or any portion thereof shall be subject to and subordinate to any construction or permanent mortgage now or hereafter to be placed on the Property to the extent that such mortgage funds are used for the actual construction of site improvements on the Property, inclusive of the structures to be created pursuant to the Site Plan Approval.

15. **BREACH OF AGREEMENT**

In no case shall a Certificate of Occupancy be issued if a material breach or default in this Agreement has occurred and the same has not been cured. Without limitation upon any other remedy provided herein or by law, the Governing Body of

the City may order that in the event the same have been issued no further building permits or Certificates of Occupancy shall be issued until any material breach or default in this Agreement has been cured.

16. **NOTICE**

Any notice, request or consent or other communication under this Agreement (a "Notice") shall be in writing and shall be given by personal delivery or by Federal Express or similar overnight national courier, addressed to the parties at the addresses hereinabove set forth. An additional copy of any notice intended for Developer shall be sent to:

Joseph A. Garcia
Chasan Leyner & Lamparello
300 Harman Meadow Boulevard
Secaucus, N.J. 07094-3621

with a carbon copy to;

Advance at Hoboken
Att: General Counsel
1041 US Hwy 202/206
Bridgewater, NJ 08807

and an additional copy of any notice intended for the City of Hoboken shall be sent to:

Stephen Marks
Municipal Manager
94 Washington Street
Hoboken, N.J. 07030

With a carbon copy sent to:

Office of Corporation Counsel
City of Hoboken

94 Washington Street
Hoboken, New Jersey 07030

Notice shall be deemed to be delivered upon receipt. Either party may, upon ten (10) days' written notice to the other, change the address to which notices to such party shall thereafter be given.

17. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Hudson County vicinage and the parties agree to submit to the jurisdiction of said Court.

18. **SUCCESSOR'S BOUND**

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Developer. The City shall not assign this Agreement without the written consent of Developer. This Agreement may be recorded in the Office of the Register of Hudson County by the City at the sole cost and expense of the Developer. Upon completion of the improvement contemplated hereunder and compliance with the terms and conditions hereof the City will execute such documents as

are reasonably required to discharge this Agreement if same has been recorded.

19. **AGREEMENT NOT CONSTRUED AS WAIVER**

Nothing contained herein shall be construed as preventing the City and/or the Developer from exercising in any court of law or elsewhere any claims, rights or duties which they may have by statute, ordinance or other law. Nothing contained herein shall be considered as an admission of liability or as a waiver of any of the parties current claims, rights or defenses in City of Hoboken v. Advance at Hoboken HUD-L-4569-15, Fair Share Housing Center v. Advance at Hoboken, HUD-L-3643-11 or any other related litigation . Nothing herein contained shall be deemed a waiver by any party of any ordinance or state statute or other law or to be construed as an abridgement, preemption or waiver of the powers of any City Board, Agency or Public Body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess nor abridge the rights of the Developer vis-a-vis any such public body.

20. **MODIFICATIONS**

This Agreement may only be changed, modified or amended by a written instrument signed by all parties hereto. No amendment, extension, modification or alteration in any of

the terms and/or conditions or requirements by the City shall operate so as to relieve any surety from its obligations on any performance or maintenance guarantee.

21. **SEVERABILITY**

The provisions of this Agreement are severable. If any one provision be determined unenforceable this shall have no effect on the balance of the provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their proper officers and their corporate or other seals to be affixed the date and year first written above.

WITNESS:

DEVELOPER:
ADVANCE AT HOBOKEN LLC

_____

By: _____

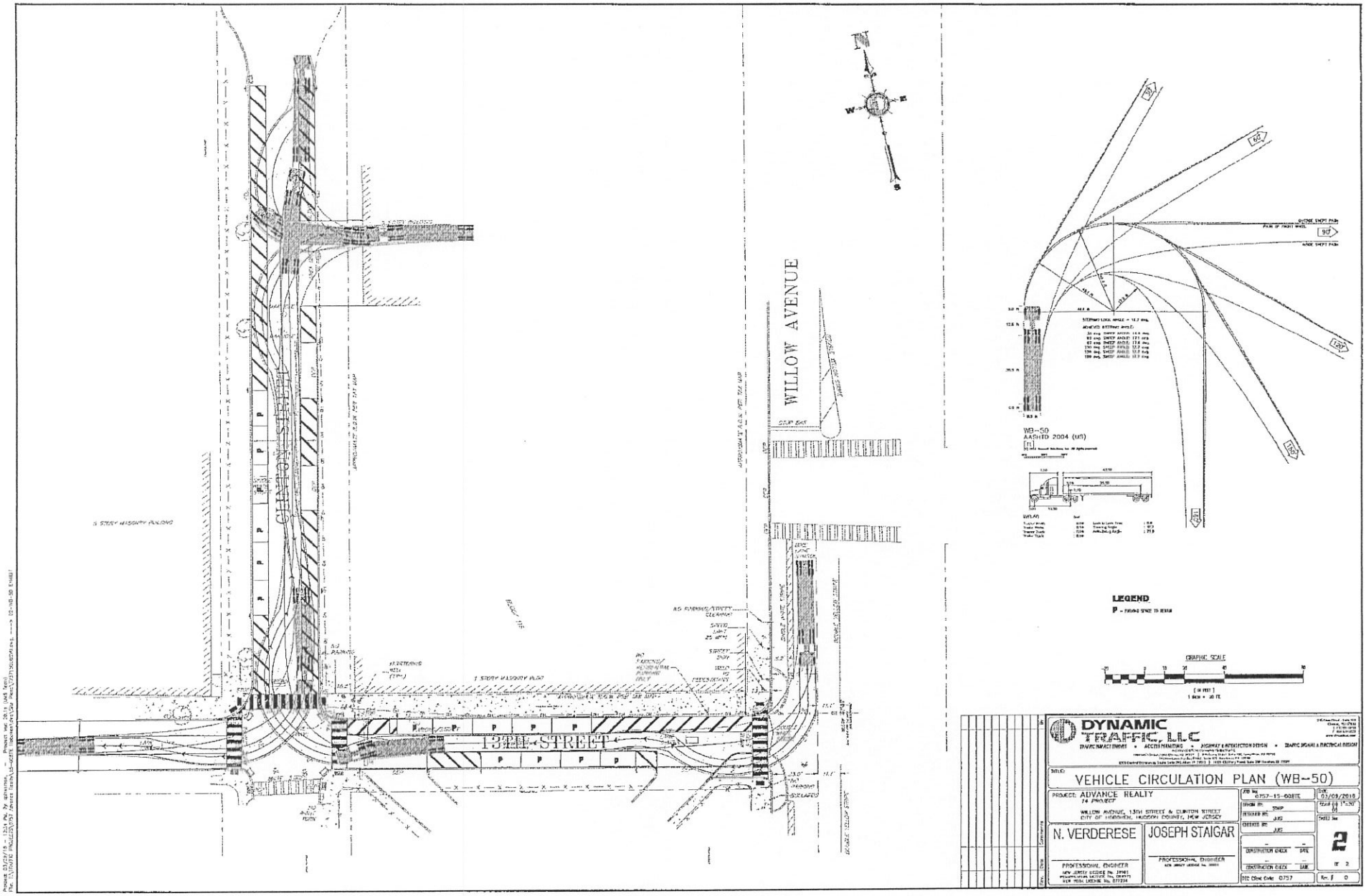
ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HOBOKEN

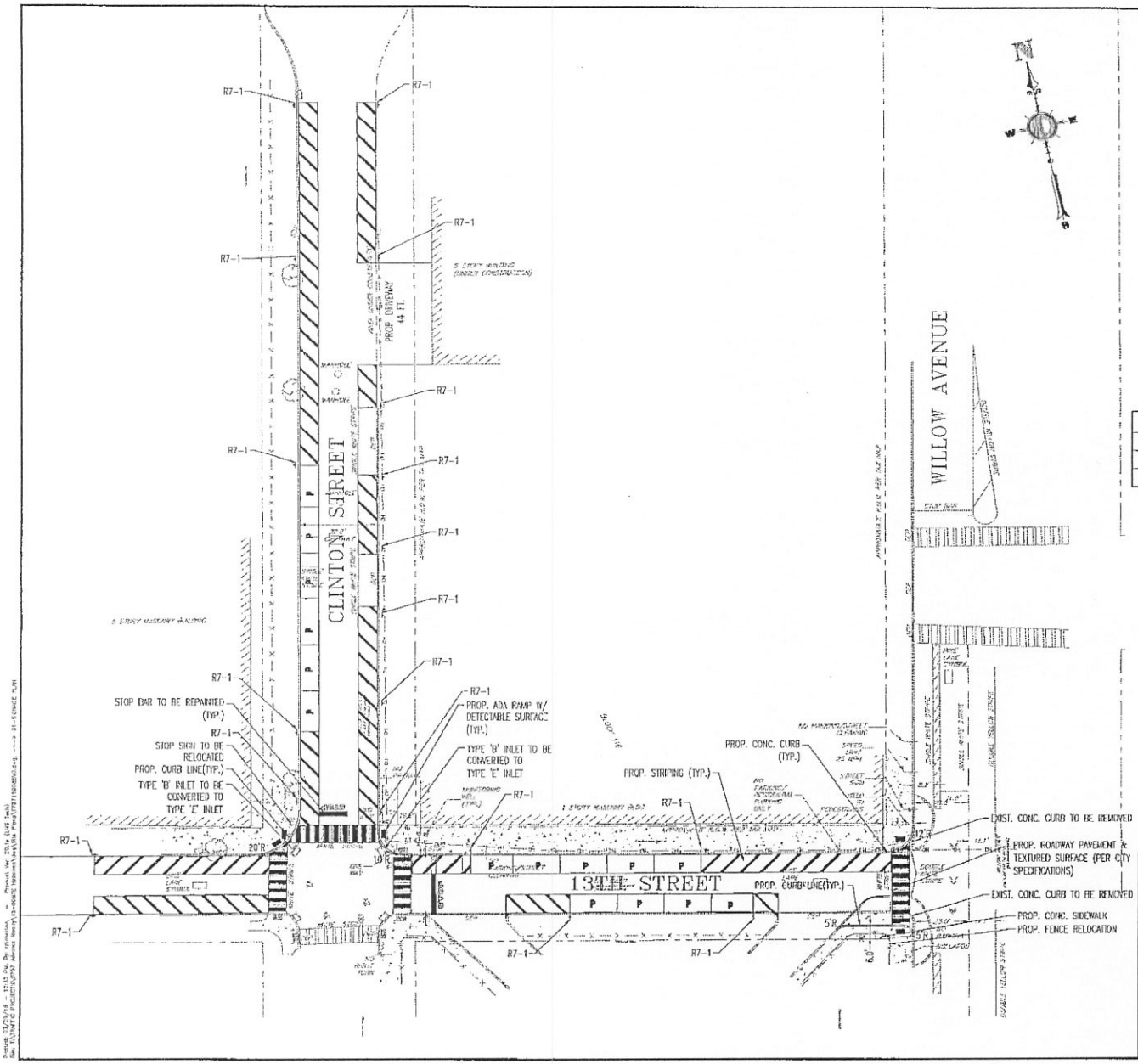
_____
Clerk

By: _____
DAWN ZIMMER, Mayor

1075598v1 HBKNG-190E REVISED TRADER JOE'S DEVELOPERS AGREEMENT (REDLINE) RDC COMMENTS 4.22.16



WILLOW AVENUE
CLINTON STREET
13TH STREET
5 STORY MASONRY BUILDING
1 STORY MASONRY BLDG
WB-50
AASHTO 2004 (US)
LEGEND
GRAPHIC SCALE
DYNAMIC TRAFFIC, LLC
TRAFFIC IMPACT ENGINEERS • ACCESS PLANNING • HIGHWAY & INTERSECTION DESIGN • TRAFFIC SIGNAL & ELECTRICAL DESIGN
TITLE:
VEHICLE CIRCULATION PLAN (WB-50)
PROJECT: ADVANCE REALTY
14 PROJECT
WILLOW AVENUE, 13TH STREET & CLINTON STREET
CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY
N. VERDERESE
PROFESSIONAL ENGINEER
JOSEPH STAIGAR
PROFESSIONAL ENGINEER
0757-15-008TE
03/09/2016
2



PAVEMENT MARKING LEGEND		
STOP LINES	24"/W	24" WIDE WHITE LINE
CROSS-HATCH LINES	12"/W	12" WIDE WHITE LINE @ 45° SPACED 6' O.C.
SHOULDER LINES	4"/DW	4" WIDE DOUBLE WHITE LINES

NOTES:
1) TRAFFIC STRIPE, & PAVEMENT MARKINGS (LINES & SYMBOLS) SHALL CONFORM TO CURRENT M.U.T.C.D. STANDARD SPECIFICATIONS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2) NEAREST CROSSWALK LINE IS TO BE LOCATED A MINIMUM OF 4' FROM STOP LINE
3) ALL EXISTING SIGNS IN CONFLICT WITH THE PROPOSED SIGNS SHALL BE REMOVED.

LEGEND

NO PARKING ANY TIME

R7-1

P – PARKING SPACE TO REMAIN

NOTE: DETAILS AND RAMP GRADING ARE DESIGN GOAL OF PROVIDED TO CITY APPROVAL AS A COMPANION TO THE PLAN

GRAPHIC SCALE

(IN FEET)
1 INCH = 20 FT.

DYNAMIC TRAFFIC, LLC
TRAFFIC IMPACT STUDIES • ACCESS MANAGEMENT • HIGHWAY & INTERSECTION DESIGN • DYNAMIC SIGNAL & ELECTRICAL DESIGN

TITLE: CONSTRUCTION, SIGNAGE, & STRIPING PLAN

PROJECT: ADVANCE REALTY
14 PROJECT
WILLOW AVENUE, 13TH STREET & CLINTON STREET
CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY

JOB #: 0757-15-00816	DATE: 03/09/2018
DRAWN BY: SWP	SCALE: 1"=20'
DESIGN BY: JJS	SHEET No. 1
CHECKED BY: JJS	
CONSTRUCTION CHECK: — DATE: —	
CONSTRUCTION CHECK: — DATE: —	
DWG Name: 0757	OF 2

N. VERDERESE
PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 39461
PRINCETON, NEW JERSEY 08540

JOSEPH STAIGAR
PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 39464

No.	Date	Comments

MASER CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

MEMORANDUM

To: Mayor Dawn Zimmer
Hoboken City Council

From: John J. Jahr, PTP, TSOS

Date: April 21, 2016

Re: Trader Joe's
MC Project No. HOP-171

In order to provide safe and efficient pedestrian, vehicle and truck access to the proposed Trader Joe's a number of recommendations have been reviewed by our office. A high priority has been placed on keeping pedestrian crossing distances as short as possible in light of the fact that in order to provide safe truck turning movements some curbs will need to be pulled back or reconfigured.

This area has a significant number elderly pedestrians which we have taken notice of and prioritized in our review. New clearly stripped crosswalks at all modified corners as well as Hoboken City on street bump out treatments have been incorporated to provide better pedestrian visibility. Our goal is to provide better definition for drivers to clearly see when pedestrians have entered the road and the pedestrians have the right of way to cross. Additionally providing new clearly defined crosswalks and ADA ramps help organize pedestrians and encourage them to cross at designated locations. Of particular concern was 13th Street and Willow Avenue where many of these treatments have been incorporated.

Operational Statement

The deliveries of the proposed Trader Joe's will be facilitated by the maximum-sized truck represented by a WB-50 AASHTO Design Vehicle (wheel base = 50 feet). The designated truck route for this delivery vehicle is:

- **ENTER**: Willow Avenue SB, right turn to 13th Street WB, right turn to Clinton Street NB and back-up into the northerly loading bay.
- **EXIT**: Front-out of the northerly loading bay and left turn onto 13th Street SB, right turn to 13th Street WB.

In order to provide ample ability for this truck to maneuver this route the following measures need to be implemented:

Proposed Improvements

1) **Willow Avenue and 13th Street:**

   a. The NW corner curb radius will be increased to 12' and the HC ramp will be reconstructed. This will slightly widen the landing area and shorten the crossing distance.

   b. The SW corner curb line will be moved southerly by 6 feet to widen the corner, the fence will be reconstructed to the ROW line to maintain a 6 feet wide sidewalk, the double white line striping and textured pavement surface will be expanded to blend and tie-in to the driveway, and the HC ramp will be reconstructed.

   c. Parking will be restricted along a portion of the northerly side of 13th Street.

2) **13th Street and Clinton Street**

   a. At the SE corner parking will be restricted along a portion of the southerly side of 13th Street

   b. The NE corner curb radius will be increased to 10 feet, the catch basin grate will be converted from a B-inlet curb cover to an E-inlet flat cover, and the HC ramp(s) will be reconstructed, as necessary to comply with ADA requirements.

   c. The NW corner curb radius will be increased to 20 feet, the catch basin grate will be converted from a B-inlet curb cover to an E-inlet flat cover, and the HC ramp(s) will be reconstructed, as necessary to comply with ADA requirements.

   d. Parking along both sides of 13th Street will be restricted for a distance of approximately 75 feet from the crosswalk.

3) **Along Clinton Street**

   a. Parking will be eliminated along the entire easterly side from 13th Street to the cul-de-sac at the northerly dead-end.

   b. Parking will be eliminated along the westerly side from a point approximately 45 feet south of the loading dock area to 13th Street.

With these improvements the WB-50 truck will be able to adequately maneuver through the truck route with ample room to accommodate any reasonable possible margin of driver error.

A total of 24 on-street parking spaces are removed by this action. It is noted that the curb-to-curb width of Clinton Street in this area is 32 feet, which was adequate for one-way traffic and parking on both sides.

The County reconstruction of the 14th Street Viaduct included the "dead-ending" of Clinton Street, which allows for only 16 feet of traveled-way with parking on both sides. This traveled-way width of 16 feet is insufficient for two-way traffic, and it may be advisable that at least one side of parking along Clinton Street be restricted.

Should you have any questions or concerns, please do not hesitate to contact John Jahr at (732) 236-7557.

\\HQFAS1\General\Projects\HOP\HOP-171\Correspondence\OUT\160421_jjj_Mayor-Turning Radius.docx

2

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED AGREEMENT WITH CAREPOINT HEALTH

WHEREAS, the City wishes to enter into the attached Agreement with CarePoint Health; and

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Agreement with Carepoint Health, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: April 26, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

APR 26 2016

_____
CITY CLERK

SERVICES AGREEMENT

This services agreement (the "Services Agreement") is made as of April 27, 2016 ("Effective Date") by and between the City of Hoboken ("City") on one hand and IJKG Opco, LLC d/b/a Carepoint Health-Bayonne Medical Center, HUMC Opco, LLC d/b/a Carepoint Health-Hoboken University Medical Center and Hudson Hospital Opco, LLC d/b/a Carepoint Health-Christ Hospital (collectively, "Carepoint Health") on the other.

RECITALS:

1. Carepoint Health operates three acute care hospitals in Hudson County, New Jersey: Carepoint Health-Bayonne Medical Center ("CarePoint Bayonne"), Carepoint Health-Hoboken University Medical Center ("CarePoint Hoboken") and Carepoint Health-Christ Hospital ("CarePoint Christ Hospital").

2. The City wishes for Carepoint Health to provide health care benefits to their employees covered under the plan, retirees covered under the plan and their covered family members, and other covered lives of the City ("Members") under its Employer Sponsored Health Plan (the "Plan").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Under the terms of this Services Agreement, beginning June 1, 2016, Carepoint Health will provide medical services to Members of the Plan and the City shall pay Carepoint Health the amounts listed on the fee schedule attached hereto as Exhibit A ("Fee Schedule") for each claim submitted by Carepoint Health to the City (individually, a "Claim", collectively "Claims").

2. The parties agree that the Fee Schedule shall apply for the period June 1, 2016 to December 31, 2016 no matter which company the City contracts with as its Third Party Claims Administrator ("TPA"). Carepoint Health agrees to guarantee that the Fee Schedule is consistent with the current in-network rates for Carepoint Hoboken and Carepoint Bayonne which were in effect as of the Effective Date, as well as the in network rates for Carepoint Christ Hospital prior to CarePoint Christ Hospital going out of network with its in network payor on June 1, 2015.

3. In the event that Carepoint Health negotiates a managed care agreement directly with the City's TPA, the Fee Schedule rates attached herein will apply to the City's claims only until December 31, 2016.

4. For the period beginning January 1, 2017, the parties agree that the City shall pay Carepoint Health fees for its Members Claims in accordance with the rates negotiated by Carepoint Health with the City's then current TPA; or, in the absence of a rate agreement with the City's then current TPA and Carepoint Health, the parties shall renegotiate a new fee schedule to be effective January 1, 2017. The parties agree that such negotiations shall begin October 1st, 2016.

5. The parties agree that for each Claim submitted the City shall remit payment or cause payment to be remitted by its then current TPA in accordance with the Fee Schedule within thirty (30) days of receipt of any such Claim.

6. The parties agree that with respect to any Claim submitted by CarePoint Health for medical services provided to the Members, that such Claim shall be paid without denial or objection by the City or its TPA, provided that each Claim is for a covered service under the Plan and is a "clean claim" as defined by N.J.A.C 11:22-1.2.

7. The parties agree that medical necessity of medical services and treatment will be determined by the physician providing care to the Members at a Carepoint Health facility and not by the City or its then current TPA, provided that each Claim is for a covered service under the Plan and is a "clean claim" as defined by N.J.A.C 11:22-1.2.

8. Members will be responsible to Carepoint Health for their in-network cost share amounts.

9. Carepoint will coordinate with the City's TPA for all Claim submissions, medical management, case management, authorizations and pre-certification, and the general obligations performed by a third party administrator on behalf of an employer sponsored health plan.

10. It is the obligation of the City to arrange for their TPA to perform these functions in accordance with this Services Agreement.

11. This Services Agreement is intended only to represent the rates that Carepoint will consider as payment in full for services rendered to the City's Members.

12. The parties agree that they will contractually require their current or future TPA to abide by the terms of this Services Agreement and adjudicate the Claims in the manner agreed to between the parties herein.

13. The parties understand that this Services Agreement represents their current understanding with respect to the material provisions of their mutual understanding and the parties shall act in good faith to perform its obligations hereunder.

14. The parties agree that the rates set forth in the Fee Schedule are and shall remain to be confidential and will be treated as such, as such disclosure would result in a business advantage to competitors and would be a release of trade secrets.

15. Neither party to this Services Agreement shall issue any press release or other publicity concerning the terms of this Services Agreement without the prior approval of the other party, except as otherwise required by law.

16. This Services Agreement may be terminated only by mutual written consent of the parties hereto; provided however, in the event either party breaches its obligations under this Agreement, they can terminate it upon 30 days written notice to the other party of the breach.

17. Neither this Services Agreement nor the rights or obligations of the parties hereunder are assignable in whole or in part by either party without the prior written consent of the other party. Any attempted assignment in contravention hereof shall be void. This Services Agreement shall be binding upon and inure solely to the benefit of the parties hereto, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

18. This Services Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof. No provision of this Services Agreement may be amended, revoked or waived except by a writing signed and delivered by each party hereto. No failure or delay on the part of either party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be deemed a waiver of any other right hereunder.

19. This Services Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. The parties agree that the person executing this Services Agreement has the authority to bind such party to the terms of this Services Agreement.

21. This Services Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflict of laws principles thereof.

In WITNESS WHEREOF, the parties have executed this Services Agreement.

CarePoint Health

By: Leslie Prizant
Name: Leslie Prizant
Title: General Counsel
Date: April 27, 2016

The City of Hoboken

By: [illegible]
Name: Dawn Zimmer
Title: Mayor
Date: 4/29/16

2

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED AGREEMENT WITH CAREPOINT HEALTH

WHEREAS, the City wishes to enter into the attached Agreement with CarePoint Health; and

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Agreement with Carepoint Health, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: April 26, 2016

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: APR 26 2016

CITY CLERK

Introduced by: _____
Seconded by: _____

3

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED THIRD PARTY ADMINISTRATION AGREEMENT WITH UMR

WHEREAS, the City wishes to enter into the attached Third Party Administration Agreement with UMR; and

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Agreement with UMR, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

BE IT FURTHER RESOLVED, that the Business Administration shall immediately, and in no event later than April 29, 2016, send a written thirty (30) day notice of cancellation to the City's current TPA, Horizon Blue Cross and Blue Shield cancelling said services as of May 31, 2016, in favor of UMR, whose services shall commence on June 1, 2016; and,

BE IF FURTHER RESOLVED, the CFO shall heretofore re-appropriate the monies previously appropriated to the prior TPA to this new vendor, commencing on June 1, 2016, and no new monies need be appropriated at this time; and,

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: April 26, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: APR 26 2016

CITY CLERK

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between UMR, Inc. ("UMR" in this Agreement) and City of Hoboken ("Customer" in this Agreement) is effective 6/1/2016 ("Effective Date"). This Agreement covers the services UMR is providing to Customer, either directly or in conjunction with one of UMR's affiliates, for use with Customer's Self-Funded employee benefit plan and apply to claims for Plan benefits that are incurred on or after the Effective Date.

UMR, Inc. identifies this arrangement as Contract No.: 76-412486

By signing below, each party agrees to the terms of this Agreement.

City of Hoboken
94 Washington St.
Hoboken, NJ 07030

By: _____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

UMR, Inc.
5151 Pfeiffer Road
Cincinnati, OH 45242

By: _____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

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Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees and other Customer financial obligations.

Employee: A current or former employee of Customer or its affiliated Customer.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

Network: The group of Network Providers UMR makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information UMR receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits UMR is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. UMR's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to UMR's Network of healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit. This information is collectively known as "UMR's Financial PBI".

Rebates: All rebates, discounts or other financial incentives (whether access, base, Prescription Drug List (PDL), incentive, market share, volume, or other), and administrative fees which UMR receives directly or indirectly from a pharmaceutical manufacturer and which are obtained in connection with prescription drug products dispensed to Participants under the Plan's pharmacy benefit or the medical benefit. Rebates do not include any purchasing discounts, provided that UMR obtains the same Rebates for prescription drugs regardless of where the prescription is dispensed. Rebates to customers are administered and paid under the medical benefit plan or pharmacy benefit plan as outlined in this Agreement.

Self-Fund or **Self-Funded:** Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. UMR has no liability or responsibility to provide these funds. This is true even if UMR or its affiliates provides stop loss insurance to Customer.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems UMR owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or **Taxes:** A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

Term or Term of the Agreement: The period of twelve (12) months commencing on the Effective Date and automatically continuing for additional 12-month periods until the Agreement is terminated.

Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

Urgent Care Claims: A claim for medical services and supplies which meets ERISA's definition of Urgent Care Claim.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. UMR is not the Plan Administrator of the Plan. Any references in this Agreement to UMR "administering the Plan" are descriptive only and do not confer upon UMR anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires UMR to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide UMR with copies of the Summary Plan Description and Employee communications which refer to UMR or UMR's services prior to distributing these materials to Employees or third parties. Customer will amend them if UMR reasonably determines that references to UMR are not accurate, or any Plan provision is not consistent with this Agreement or the services that UMR is providing.

Section 2.3 Plan Changes. Customer must provide UMR with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow UMR to determine if such change will alter the services UMR provides under this Agreement. Any change in the services to be provided by UMR under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. UMR will notify Customer if (i) the change increases UMR's cost of providing services under this Agreement or (ii) UMR is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if UMR notifies Customer that UMR is unable to reasonably implement or administer the change, UMR shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Customers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by the IRC. Customer agrees to provide UMR with a list of Customer's affiliates covered under the Plan upon request.

Section 2.5 Information Customer Provides to UMR. Customer will tell UMR which of Customer's Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to UMR in a timely manner. UMR will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify UMR of any change to this information as soon as reasonably possible.

UMR will be entitled to rely on the most current information in UMR's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. UMR will not be required to make retroactive eligibility changes, process or reprocess claims beyond ninety (90) days, but if UMR agrees to do so, additional fees may apply as mutually agreed to by both parties. UMR shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents or authorized representatives.

Section 2.6 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this

Agreement is discontinued, Customer will notify all Participants that the services UMR is providing under this Agreement are discontinued.

Section 2.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3 – Fees

Section 3.1 Fees. Customer will pay fees to UMR as compensation for the services provided by UMR. In addition to the fees specified in Exhibit B, Customer must also pay UMR any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties in writing.

Section 3.2 Changes in Fees. UMR can change the fees on each Term anniversary ("Renewal Term"). UMR will provide Customer with no less than sixty (60) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or sixty (60) days after UMR provides Customer with written notice of the new fees. UMR will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

UMR also can change the fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees, (ii) when there are changes in laws or regulations which affect or are related to the services UMR is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5 Taxes And Assessments (iii) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 15% or more from the assumed average contract size set forth in Exhibit B. Any new fee required by such change will be effective as of the date the changes occur even if that date is retroactive.

If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 3.3 Due Dates, Payments, and Penalties. Customer agrees to pay fees to UMR based on the monthly invoice UMR provides. UMR reserves the right to provide Customer with an estimated invoice for the first month of services. The Due Date for payment of the invoiced amounts is on the last day of the month for such billing period. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). Adjustments to monthly billing statements for retroactive enrollment or eligibility changes will be performed based on information provided by Customer. Requests for fee adjustment must be made in a timely manner but no more than three (3) months following the date of the change.

Late Payment. If amounts owed are not paid as required when due, Customer will be provided with a written notice of default and fifteen (15) days to cure. If Customer does not cure, UMR may terminate this Agreement as provided for in this Agreement. If any portion of the fee is disputed, Customer shall pay UMR the undisputed portion as provided herein, and shall provide written details to UMR prior to the date payment is due, explaining Customer's good faith basis for disputing such fee. Customer may withhold the disputed portion during pendency of such dispute, during which time both parties agree to use commercially reasonable efforts to resolve the dispute.

Section 4 – Records, Information, Audits

Section 4.1 Records. UMR will keep records relating to the services it provides under this Agreement for as long as UMR is required to do so by law.

Section 4.2 Access to Information. If Customer needs information in UMR's possession for purposes other than an audit, but in order to administer the Plan, UMR will provide Customer access to that information, if it is legally permissible, the information relates to UMR's services under this Agreement, and Customer gives UMR reasonable advance notice and an explanation of the need for such information.

Customer represents that it has reasonable procedures in place for handling PHI, as required by law. Customer will only use or disclose PHI to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

UMR will provide information only while this Agreement is in effect and for a period of twelve (12) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

UMR also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before UMR provides PHI to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

Section 4.3 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable entity may audit UMR once each calendar year to determine whether UMR is fulfilling the terms of this Agreement. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement.

Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year up to 18 months combined. With respect to UMR's transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as reasonably approved by UMR ("Scope").

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a $1,000 charge per day for on-site audits outside of the following parameters: (1) more than one audit per calendar year; or (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs in connection with the audit provided that Customer is advised in writing of the anticipated extraordinary expense in advance and agrees that the expense should be incurred.

For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by UMR.

Customer will provide UMR with a copy of any audit reports within thirty (30) business days after Customer receives the audit report(s) from the auditor.

Section 4.4 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that UMR's Financial PBI cannot be disclosed by Customer to any third party without UMR's express written consent. This provision shall survive the termination of this Agreement.

Section 4.5 Service Auditor Reports. UMR may make its Type II service auditor report ("Report") available to UMR's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, UMR may make the equivalent of, or any successor to, the SSAE16 Type II Report available to UMR's self-funded customers. The Report is UMR's Proprietary Business Information and shall not be shared with any third parties without UMR's prior written approval; provided, however, that Customer can share the Report with: (i) Customer's independent public accounting firm; (ii) legal counsel; and/or (iii) Customer's consultants, provided that such consultants are not in any way a competitor of UMR's and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.6 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement as Exhibit C.

Section 5 – Taxes And Assessments

Section 5.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against UMR as a claim administrator in connection with UMR's services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse UMR through the Bank Account for Customer's proportionate share of such Taxes (but not Taxes on UMR's net income). UMR has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse UMR for a proportionate share of any cost or expense reasonably incurred by UMR in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by UMR's unreasonable delay or unreasonable determination to dispute such Tax.

Section 5.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or Customer based tax reporting requirements, Customer agrees to comply with these requirements.

Section 5.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or UMR, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 ("PPACA"), as amended from time to time. This includes the funding, remittance and determination of the amount due for PPACA required taxes and fees.

Section 6 – Indemnification

Section 6.1 Customer Indemnifies UMR. Customer will indemnify UMR and hold UMR harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, UMR incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf; (ii) Customer's material breach of this Agreement; (iii) a breach of any other agreements UMR enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter; (iv) third party claims brought against UMR as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 6.2 UMR Indemnifies Customer. UMR will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) UMR or its vendors' gross negligence or willful misconduct in the performance of UMR or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) UMR's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and UMR's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

Section 7.1 Litigation Against UMR. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against UMR to recover Plan benefits related to its duties under this Agreement ("Plan Benefits Litigation"), UMR will select and retain defense counsel to represent its interest.

Section 7.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 7.3 Litigation Against UMR and Customer. If Plan Benefits Litigation is begun against the Plan and UMR jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense

counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 7.4 Litigation Fees and Costs. All reasonable legal fees and costs UMR incurs will be paid by Customer (except as provided in Section 6/2) if UMR gives Customer reasonable advance notice of UMR's intent to charge Customer for such fees and costs and UMR consults with Customer in a manner consistent with UMR's fiduciary obligations on UMR's litigation strategy.

Section 7.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 7.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 7.7 Survival. This provision shall survive the termination of this Agreement.

Section 8 – Mediation

Except in the case of UMR's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction and mediation shall not be a prerequisite. This provision shall survive the termination of this Agreement.

Section 9 – Termination

Section 9.1 Services End. UMR's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, UMR may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Term, either party gives the other party at least sixty (60) days prior written notice, (iv) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement, (v) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, (viii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In the situation referred to in Section 9.2(viii) only,, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (ix) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

Section 10.1 Subcontractors. UMR can use its affiliates or subcontractors to perform UMR's services under this Agreement. UMR will be responsible for those services to the same extent that UMR would have been had it performed those services without the use of an affiliate or subcontractor.

Section 10.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, UMR can assign this Agreement, including all of its rights and obligations to UMR's affiliates, to an entity controlling, controlled by, or under common control with UMR, or a purchaser of all or substantially all of UMR's assets, subject to notice to Customer of the assignment.

Section 10.3 Governing Law. This Agreement is governed by the applicable laws of the State of New Jersey. This provision shall survive the termination of this Agreement.

Section 10.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 10.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 10.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 10.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 10.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants UMR permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for UMR to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 10.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

Section 10.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 10.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

EXHIBIT A – STATEMENT OF WORK

The following are the administrative services UMR has agreed to provide to Customer. Customer may request that UMR provide services in addition to those set forth in this Agreement. If UMR agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by UMR, for these additional services. The services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section A1 Network

Network Access, Management and Administration. UMR will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

UMR generally does not employ Network Providers and they are not UMR's agents or partners, although certain Network Providers are affiliated with UMR. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. UMR is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through UMR's affiliates' networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program. UMR's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with UMR's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as UMR makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if UMR makes the determination that the Network Provider failed to meet a standard, UMR will return to Customer the applicable amount. UMR shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section A2 Recovery Services

Claim Recoveries. In the event an Overpayment is made, UMR shall make an attempt to recover Overpayments using its Overpayment recovery procedures. In the event the recovery attempts are unsuccessful, UMR will follow its established overpayment recovery rules for an escalated recovery process. Recovery attempts will remain open for a minimum of twelve months. UMR will be responsible for reimbursement of any unrecovered Overpayment to the extent the Overpayment was due to UMR's gross negligence.

Subrogation. UMR will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). Customer will not engage any entity except UMR to provide the services described herein without UMR's prior approval.

Recovery Fees. Customer will be charged fees when any of the services described herein are provided by UMR through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery

Recovery Process. Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if

UMR decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of UMR's standards and procedures may not result in full or partial recovery for any particular case. UMR will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. UMR may initiate litigation to recover payments, but UMR has no obligation to do so. If UMR initiates litigation, Customer will cooperate with UMR in the litigation.

If this Agreement terminates, or, if UMR's recovery services terminate, UMR can continue to recover any payments UMR is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

In the event that Customer directs UMR to stop working on a particular subrogation Claim because the Customer wants to handle the subrogation Claim itself, or because the Customer waives its subrogation interest, or for other reasons, UMR retains the right to charge Customer a reasonable fee based on costs incurred prior to receiving such notification from Customer.

Fraud and Abuse Management. UMR's Special Investigation Unit reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and Participants. Following investigation, the identified Claims are either paid in accordance with the Plan, or are denied for such reasons as are uncovered by the Special Investigation Unit. Fraud and Abuse Management processes will be based upon UMR's proprietary and confidential procedures, modes of analysis and investigations.

UMR will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and UMR's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to UMR the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery. UMR agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if UMR's claim recovery services terminate, UMR can elect to continue fraud and abuse recoveries that are in progress and the fees will continue to apply.

Section A3 Providing Funds for Benefits

Responsibility. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers.

Control of Plan Assets. In the event that the Plan is found to have Plan assets, the Customer shall have absolute authority with respect to such Plan assets, and UMR shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.

Bank Account. Customer shall establish, maintain and appropriately fund Bank Account in the name of the Customer. Customer shall be responsible for all payments issued against the account. UMR shall be given the necessary nonexclusive authority to utilize any funds in said account for payment of Plan benefits. UMR shall provide Customer with access to the daily online check register, and will also provide a monthly report for reconciliation purposes. It is understood that Customer is solely responsible for handling issues related to uncashed checks, including any record keeping, reporting, or payment responsibilities set forth under any state's unclaimed property law, to the extent such laws apply.

Payment. Customer is solely responsible for paying for Plan benefits. UMR will have no obligation to arrange for payment of Plan benefits if Customer has not made the requisite funds available to UMR in accordance with this Agreement.

Underfunding. If Customer does not provide the amounts sufficient funds with which to pay claims, Customer must immediately correct the deficiency. UMR may suspend any of its services under this Agreement for the period of time Customer does not provide the required funding. If Customer does not correct the funding deficiency within fifteen business days of UMR's notice to Customer, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began.

Section A4 Claims Determinations and Appeals

Claim Procedures. Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals (if applicable). As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to UMR under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with federal law and regulation. In the event that Customer has not finalized the Summary Plan Description (SPD) before UMR receives an appeal from a Participant, then UMR will follow the claims installation documents that Customer approved, or if needed, UMR will contact Customer for applicable information. Participants who receive an adverse benefit determination can file an appeal with UMR within the timelines established in Customer's SPD. It is understood that UMR will provide one or two appeal levels for claims that it has processed, as mutually agreed to in writing by the parties. UMR agrees to send an appealed claim to an independent reviewer if required by Department of Labor or Department of Health and Human Services. In addition, and if applicable to Customer's Plan, UMR agrees to send a voluntary appeal to an independent review organization in compliance with health care reform regulations. Customer understands that the cost of such mandated independent reviews will be the responsibility of Customer, unless otherwise stated in the Fee Exhibit. It is understood that UMR is not responsible for handling appeals on claim-related decisions that were originally made by another vendor of Customer's. Customer acknowledges and agrees that certain services provided by UMR and as described in the Summary Plan Description will comply with federal laws and regulations, as provided for under ERISA.

Section A5 System Access

Access. UMR grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain UMR's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to UMR, the hardware, software, and Internet browser requirements UMR provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by UMR in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from UMR, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access. **Security Procedures.** Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by UMR for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to UMR, and maintain appropriate logs and monitoring of system activity, Customer shall notify UMR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by UMR which impact the System.

Termination. UMR reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by UMR, including any amendments thereto or (ii) immediately on the date UMR reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Statement of Work, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and UMR will deactivate Customer's identification numbers, passwords, and access to the System.

Schedule of Services

A. Claims Administration Services

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan's provisions. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans and payment of claims.	UMR will process only those claims which are incurred on or after the effective date of this Agreement.
Standard claims processing including: • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Provide an Explanation of Benefits (EOB) notice to Participants and Remittance Advice (RA) statement to providers as required • Prepare and mail 1099's to providers and other vendors, using UMR's name and tax identification number.	In the event that Customer asks UMR to load data from the prior TPA regarding Participant's benefit accumulators, UMR will have no obligation to verify the accuracy of such data.
Standard coordination of benefits for all claims	UMR pays claims for Medicare-eligible persons as either primary or secondary, based on the Medicare Secondary Payor Rules.
Claims Run-Out Services. UMR will process all claims received up to the date of termination of this Agreement. Any unprocessed claims will be denied, unless Customer requests claims run-out services (unprocessed claims incurred prior to the termination date) at a mutually agreed upon fee prior to the termination of this Agreement. In the event that UMR receives claims after the run-out period expires, then UMR will deny the claim.	If the Agreement terminates because Customer fails to pay UMR fees due, fails to provide the funding for the payment of benefits, or UMR terminates for any other material breach, run-out will not apply. **Suspension of Run-out Processing** If Customer does not pay the run-out fees it owes UMR when due as set forth above, UMR will notify Customer. If Customer does not make the required payment UMR may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment. **Termination of Run-out Processing** Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.
Foreign service procedures	Participants who receive services in a country other than the United States must pay the claim and then submit the claim to UMR for reimbursement. UMR will reimburse the Participant for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Participant paid the claim, or on the date of service if paid date is not known.
State Surcharges. If during the term of the Agreement UMR receives a surcharge invoice from a state for the Plan or claims paid under the Plan, UMR agrees to submit applicable payments to the state on behalf of Customer. The amount due to the state will be withdrawn from Customer's claims bank account.	This service does not apply to New York Surcharges.

Service	Comments
Claim Reprocessing. Customer requests to reprocess certain claims.	No fee is charged for claims being reprocessed in connection with an error made by UMR. A fee is charged for claims being reprocessed: a) as a result of retroactive benefit or eligibility changes that Customer made or in connection with other actions by Customer, its employees or agents, or b) if Customer contracts directly with a provider network and that provider network gives UMR incorrect or late fee or other provider information that necessitates adjustment of claims.
New York Surcharge Services: Upon acceptance from the New York Public Goods Pool, UMR agrees to compile and forward to the State of New York, an electronic report that shows the liability that Customer has for covered lives, patient services and total amount due from Customer. The report is compiled on a monthly or annual basis in accordance with the requirements of the State of New York for Customer. UMR agrees to file the report and send the applicable payments to the State of New York via a draw from Customer's bank account.	It is understood that Customer is solely responsible for completing necessary New York Surcharge election forms and responding to inquiries regarding the election. In the event that a claim is adjusted after the New York Surcharge fee has been paid and the adjustment affects how much the provider actually receives, UMR will make an adjustment on a future report to the State.

B. Member Services

Service	Comments
Toll-free access to a customer care unit	
Employee access to a member website enabling Participants to: • Check claim status. • Check eligibility information. • Search for providers and online health information.	
Identification Cards. UMR will provide standard ID cards (including replacement cards) for each employee who is covered under Customer's Plan.	Customer may, at its option, order customized ID cards at an additional cost.

C. Customer Reporting Services

Service	Comments
UMR will provide Customer with the following standard reports through encrypted online access.	
Banking. Online access to the check register, searchable for disbursement information at the transaction level.	
Monthly Online Reports (Plan Performance). Online access to monthly reports containing Plan performance details. Customer can also use online data to develop ad-hoc queries such as census information, claim activity and large claim detail.	
Eligibility and Benefits Inquiry. Online eligibility inquiry provides Customer with access to Participant eligibility information. Online benefit inquiry provides specific benefit information for each Participant.	
Claims Inquiry. Customers can review the status of participant claims online. Customer is responsible for ensuring that its employees comply with HIPAA privacy regulations.	
Annual Report. Provides the information that Customer can use to complete the 5500 form or 990 form.	
Customization, non-standard or ad hoc reports	Fees are determined on a report-specific basis
UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports.	

D. Other Services

Service	Comments
Summary Plan Description (SPD) Assistance. UMR will prepare a customized draft of an SPD for the Plan, one additional draft, in response to Customer's comments and a final draft SPD.	If the SPD is not finalized sufficiently in advance of the Effective Date of UMR's services, UMR will utilize benefits and exclusions that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved UMR will administer claims and otherwise provide UMR's services in accordance with information and it will govern and remain in full force and effect until a final SPD is provided to UMR.
SPD Exception Processing. In the event Customer wants UMR to make an exception to Customer's Summary Plan Description (SPD), Customer must notify UMR in writing of such exception using a form designated by UMR. Customer is fully and solely responsible for any compliance or stop loss issues that may occur as a result of making an exception to its SPD.	UMR shall not be liable to any degree when following directions from Customer, its employees or agents, and Customer agrees to indemnify UMR and hold it harmless from and against any and all claims arising from Customer's decision to make an exception to the SPD.
Summary of Benefits and Coverage (SBC) Services. Upon receipt of a completed service election form from Customer, UMR agrees to provide the following (SBC) services: • Draft one standard full SBC per benefit Plan design if UMR is the only vendor administering benefits for Customer; **or** • Draft one standard partial SBC per benefit Plan design if UMR administers the medical Plan but Customer utilizes external vendors for other benefits. • Provide one SBC update per year if needed. • Post the final approved SBC to UMR's web portal for Customer.	Customer is responsible for providing UMR with written details about the Plan and benefit changes in an agreed upon period of time prior to the date Customer needs the final SBC from UMR. Customer is responsible for completing sections of the SBC related to Customer and external vendors, if any, and returning applicable details to UMR within an agreed upon timeframe. Customer is responsible for complying with SBC regulations, including but not limited to distribution of SBC's to Participants. In the event that Customer requests UMR to provide other non-standard SBC services, UMR will charge a reasonable fee for agreed upon services.
Stop Loss Reporting. UMR will use commercially reasonable efforts to identify, track and file paid specific stop loss insurance claims with the stop loss carrier, on behalf of Customer. If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential Claims that exceed the stop loss policy's attachment point.	Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement or as soon thereafter as reasonably possible, if UMR did not place Customer's stop loss coverage with the carrier. No priority will be given to process claims because the stop loss year is coming to a close. In no event shall UMR have any liability for coverage decisions taken or any omissions by any stop loss insurance carrier, and UMR shall not be held liable for any claims not covered by the stop loss carrier even if such claims were paid by the Plan. It is understood that UMR cannot represent or warrant a carrier's stop loss coverage or any terms of a carrier's stop loss coverage. Customer and its third party stop loss carrier may be required to execute UMR's standard nondisclosure and indemnification agreement prior to UMR providing any stop loss information
Transition to new Third Party Administrator (TPA). UMR will cooperate with Customers' transition to a new TPA upon termination of this Agreement and will provide cancellation reports to Customer upon request.	
Medicare Secondary Payer Reporting. UMR shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.	Customer agrees to provide to UMR in a timely manner and in an agreed upon format any and all data that UMR requires to comply with the Reporting Requirements.

Service	Comments
Teladoc Services: UMR contracts with an outside vendor to provide Teladoc services for Participants on behalf of the Plan. The vendor contracts with licensed physicians to provide the service. Participants will be provided with toll-free access to telephone medical consultation and health information services from a licensed physician 24 hours a day, seven days a week, or, upon request and if allowed by state law, Participants will be provided with secure web-based video access during available hours seven days a week.	Customer is responsible for notifying Participants that if they choose to utilize Teladoc services, they must complete a comprehensive medical history disclosure form either online, by paper, or by telephone, pay the applicable fee to Teladoc, and cooperate with any other reasonable requirements that Teladoc may require before services can be provided by a physician. Customer understands that Teladoc is an independent contractor and is not affiliated with UMR in any way. Customer agrees and understands that UMR does not provide medical advice or warrant the advice provided by Teladoc. In no event shall UMR be found responsible or liable in any way or to any extent for any losses, claims or damages, including but not limited to consequential, special, punitive, incidental or direct or indirect damages resulting from the services provided by Teladoc and its employees, subcontractors and agents.
Transplant Solutions (TS) Services • Transplant Network via Centers of Excellence (COE) • Ventricular Assist Devices (VAD) • Transplant Access Program (TAP) Network	The fees for Transplant Solutions (TS) Services are specified in Exhibit B.
• Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. • Specialized Physician Review	
Access to Customer Specific Network Agreement	UMR agrees to process claims for services rendered to Participants by CarePoint Health at the discounted rates negotiated by Customer with CarePoint with an effective date of April 15, 2016. These terms will apply for the period beginning June 1, 2016 through December 31, 2016 and may possibly be extended if necessary and if all parties are in agreement.

EXHIBIT B – SERVICE FEES

This exhibit lists the fees Customer must pay UMR for UMR's services during the term of the Agreement. Unless otherwise noted, these fees apply for the period from June 1, 2016 through May 31, 2017. Customer acknowledges that the amounts paid for administrative services are reasonable.

Service Code	ITEM	FEE and BASIS
	Medical Fees	
0001	Base Medical Fee	Effective 6/1/2016 through 5/31/2017: $29.72 PEPM Effective 6/1/2017 through 5/31/2018: $29.72 PEPM Effective 6/1/2018 through 5/31/2019: $30.36 PEPM
	Vision Fees	
0130	Vision Rider with Medical	Included in base fee
	ID Card Services	
0200	Mail ID Cards to Employee's Home	Included in Base Fee
	Banking Services	
0305	Direct Positive Pay with Home Banking Arrangements	$ Setup $ Annual $ Annual Transmit Fee
	Reporting/Special Data Services	
0417	Custom Ad-Hoc Reports – Request System	$100/hr. after 2 hours per year
1203	New York Surcharge – Filing and Administration	Included in Base Fee
	Network/Managed Care	
1406	Network Access Fees • UnitedHealthcare Choice Plus	Included in base fee
9938	Cost Reduction & Savings Program(CRS) (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.)	30% of savings
	Transplant Solution (TS) Services	
1400	**Transplant Network via Centers of Excellence (COE)** Customer shall pay UMR administrative fee based upon the Transplant type as follows:	
	Bone Marrow/Stem Cell	
	Autologous less than 11 days	$5,000 Per Transplant
	Autologous 11 or more Days – breast Cancer	$10,000 Per Transplant
	Autologous 11 or more Days – all other diagnosis	$20,000 Per Transplant
	Allogeneic – related/unrelated	$20,000 Per Transplant
	Non-myeloablative BMT - mini	$5,000 Per Transplant
	Tandem BMT	
	Auto/Auto	$10,000 Per Transplant
	Auto/Allo Related Mini	$20,000 Per Transplant
	Auto/Allo Unrelated Mini	$20,000 Per Transplant
	Heart, Single Lung, Heart/Lung	$10,000 Per Transplant
	Double Lung, Multi-Organ	$20,000 Per Transplant
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	$20,000 Per Transplant

Service Code	ITEM	FEE and BASIS
	Kidney	$3,500 Per Transplant
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	$7,500 Per Transplant
	Ventricular Assist Devices (VAD)	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at $10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at $10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at $10,000 Per Year
	If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Participant receives transplant care, but no transplant is performed ("Early Term"), the administrative fee shall be 35% of the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider's transplant program; (2) cases in which the Participant dies prior to transplant or VAD implant; or (3) cases in which Participant's coverage ends prior to transplant or VAD implant.	
	Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees shall not exceed the administrative fee for the corresponding transplant set forth in the table above.
	Extra-Contractual Services	The fees are 15% of savings, calculated as the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.
	Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to $1,295 for a Comprehensive Review from a single reviewer, or $1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to $495 for a single review or $1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of $200 for each physician reviewer.

	Care Management and Outreach Services			
0744	Utilization Management/Case Management (Examination of medical services for appropriateness of care prior to services being provided. Certification/ notification for hospital inpatient/outpatient services, durable medical equipment, home health care, behavioral health, concurrent review, discharge planning, retrospective review, and case management screening, in accordance with Customer's SPD. Also includes access to Web tools, NurseLine, and independent medical reviews needed for these services. In the event that Medicare is the primary payer for a Claim, these services will be provided after Medicare funds have been exhausted.)	Effective 6/1/2016 through 5/31/2017	Effective 6/1/2017 through 5/31/2018	Effective 6/1/2018 through 5/31/2019
		$4.15 PEPM	$4.15 PEPM	$4.38 PEPM
0745	Maternity Management (Pre-pregnancy coaching, pregnancy risk assessment, prenatal education and health assessment program designed to help mothers carry their babies to full term.)	Included in fee for SC 0744		
	Claim Services			
0105	Subrogation Services	30% of recoveries		
	Other Fees			
0921	SPD Booklet Preparation Fee	Included in Base Fee		
0922	SPD Booklet Printing	Cost plus Postage		
0923	SPD Amendment	Included in Base Fee		
0924	SPD Standard Restatement	Included in Base Fee		
2130	Federal External Reviews	$500 per review after five reviews		
0926	Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.	Included in Base Fee		
0927	Two or more Summary of Benefits and Coverage (SBC) amendments requested by Customer per year	$500 Per SBC Per Benefit Plan		
0928	Inclusion of outside vendor data in Summary of Benefits and Coverage (SBC) document, in UMR's standard format.	$1,000 Per SBC Per Benefit Plan		
0929	Print and Ship Summary of Benefits and Coverage (SBC) to Employee at open enrollment	Cost plus Postage		
0930	Translation of Summary of Benefits and Coverage (SBC) into non-English text	Cost of Translation		
1101	On site customer location monthly/quarterly meetings	No Charge		
9933	Teladoc Services	Included in base fee		
	Credits			
9872	Implementation Credit	$30,000 One-Time Credit		

PEPM means Per Employee Per Month (covered employee)
PEPAPM means Per Employee Per Account Per Month (covered employee)

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Implementation Credit
UMR is providing an implementation credit to Customer as shown in the Fee table above. UMR will apply the implementation credit to Customer's administrative fee billing until the credit amount is exhausted, starting with the initial billing.

Conditions: The following conditions apply to the one-time implementation credit:

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Assumes an enrolled employee count within 15% of the quoted employee count of 992.

Early Termination Fees. In exchange for this credit, Customer agrees to repay UMR the following amounts, not to exceed the actual amount credited, if Customer terminates this Agreement prior to the end of the initial three-year term for reasons other than UMR's material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR $30,000.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR $20,000
- If Customer terminates the Agreement during the third year of the Agreement, Customer shall pay UMR $10,000

EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is incorporated into and made part of the Administrative Services Agreement ("Agreement") between UMR, Inc. on behalf of itself and its affiliates ("Business Associate") and City of Hoboken ("Covered Entity") and is effective on 6/1/2016 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA").

1.2 "Privacy Rule" means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.3 "Security Rule" means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.4 "Services" means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.

2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.

2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.

2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.

4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. TERMINATION

5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered

Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.