

SERVICE AGREEMENT – SMALL BUSINESS ADMINISTRATION SERVICES

This agreement made and entered into this 1st day of February, 2020 (the "Agreement"), by and between Universal Management Company, LLC (hereinafter referred to as "Client") and Austin Benefits Group, a Michigan limited liability company.

Client desires to engage Austin Benefits Group to provide insurance placement and services, benefits advisory, and employee benefit administrative services set forth in Exhibit A; and

The capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Exhibit B to this Agreement.

Now, therefore, in consideration of the mutual promises made in this agreement, Austin Benefits Group and Client agree as follows:

1. TERM OF AGREEMENT

This agreement shall become effective on February 1, 2020 and terminate on January 31, 2021 unless terminated earlier by either party pursuant the terms and conditions herein.

2. PLAN(S) SUBJECT TO AGREEMENT

Austin Benefits Group agrees to perform the duties required of it under this agreement only with respect to the plans set forth on Exhibit C (the "Plans").

3. AUSTIN BENEFITS GROUP RESPONSIBILITIES

- (a) Austin Benefits Group's sole responsibilities shall be as described in this Agreement, including the obligations listed in any Appendix to this Agreement. Austin Benefits Group generally provides certain recordkeeping and other administrative services, as described further below. The parties acknowledge and agree that Austin Benefits Group is not considered a Third Party Administrator, as that term is defined by the Third Party Administrator Act, as set forth in MCL 550.901 et seq.
- (b) Austin Benefits Group shall provide customer service personnel and electronic administrative services during normal business hours as determined by Austin Benefits Group.. Austin Benefits Group shall provide administrative support between Client or Plan Participants and the entity responsible for processing benefit claims of Plan Participants. Austin Benefits Group shall not be responsible for processing any benefit claims.
- (c) Austin Benefits Group shall maintain, for the duration of this Agreement, the usual and customary documents, including electronic records, that relate to the Client and its Participants. Subject to compliance of HIPAA regulations, the client shall be entitled to a copy of any information used or created in connection with Austin Benefits Group's performance of the services described herein. Client's request for information shall be sufficiently limited in scope and Austin Benefits Group shall produce such information within a reasonable time when requested by the Client.

- (d) Austin Benefits Group shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement, provided that a higher standard of care will be exercised where required by applicable law.
- (e) Austin Benefits Group and Client agree that, to the fullest extent permitted by applicable law, the duties to be performed under this Agreement by Austin Benefits Group are non-discretionary duties. Austin Benefits Group and Client may agree to additional duties in writing as may be specified in an amendment to this Agreement, including amendment to any of the Appendices from time to time. With respect to any such additional duties, Austin Benefits Group and Client agree that, to the fullest extent permitted by applicable law, any such additional duties shall be non-discretionary duties. Austin Benefits Group and Client specifically agree that it is the parties' intent that Austin Benefits Group not constitute a Fiduciary pursuant to Section 3(21) of ERISA.
- (f) Austin Benefits Group may engage subcontractors to assist Austin Benefits Group in the performance of its obligations under this Agreement. Such subcontractors shall be disclosed to Client if engaged to perform any of the services described herein. Austin Benefits Group guarantees the subcontractor's performance to the same degree as if Austin Benefits Group provided the services directly. Austin Benefits Group will ensure that, if necessary, a Business Associate Agreement is in place with respect to applicable services provided by a subcontractor. Austin Benefits Group will indemnify and voluntarily assumes all responsibility for any liability or damages caused by subcontractors it engages.

4. CLIENT RESPONSIBILITIES DURING AGREEMENT

Client agrees that it has the duties and responsibilities set forth below to work with Austin Benefits Group during the term of this agreement.

- (a) Client has the sole authority and responsibility for the Plans and their operation, including the authority and responsibility for establishing, administering, construing, and interpreting the provisions of the Plans and making all determinations thereunder. Client gives Austin Benefits Group the authority to act on behalf of Client in connection with the Plan, but only as expressly stated in this Agreement or as mutually agreed in writing by Client and Austin Benefits Group. All final determinations as to a Participant's entitlement to Plan benefits are to be made by the Client. Client is considered the Plan Administrator and Named Fiduciary of the Plan benefits for purposes of ERISA.
- (b) Client gives Austin Benefits Group the authority to act on behalf of the client in services outlined in Exhibit A. Such authority, however, does not limit Client's responsibilities as Plan Administrator and Client shall remain responsible for assuring that satisfies those responsibilities. Such responsibilities include, by way of example and not limitation compliance with COBRA; nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns); and to take all other

steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Code, Health Care Reform, and other applicable federal and state laws.

- (c) Client shall furnish the information requested by Austin Benefits Group as determined necessary to perform Austin Benefits Group's functions hereunder, including information concerning the Plans and the eligibility of individuals to participate in and receive Plan benefits. Such information shall be provided to Austin Benefits Group in a timely manner. Austin Benefits Group shall have no responsibility with regard to benefits paid (or not paid) in error, or with regard to failure to timely provide required notices or other communications, due to Client's failure to timely update such information.
- (d) Client is responsible for the Plans' compliance with all applicable federal and state laws and regulations, including amending Plan documents as necessary to comply with applicable law changes and reflect changes to the benefit arrangements. Client shall provide Austin Benefits Group with all relevant documentation, including but not limited to, the Plan documents and any Plan amendments. To the best of its ability, Client will notify Austin Benefits Group of any changes to the Plan at least thirty (30) days before the effective date of such changes. Client acknowledges that Austin Benefits Group is not providing tax or legal advice and that Client shall be solely responsible for determining the legal and tax status of the Plan.
- (e) Client is responsible for payment of benefits and applicable premiums to be provided by, the Plan. Austin Benefits Group does not insure, pay any premiums, or underwrite the liability of the Client under any Plan.
- (f) Client shall, if required by law or regulation, (a) notify each Participant and provide each Participant with an opportunity to opt out (if required); or (b) obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law (including HIPAA and the Gramm-Leach-Bliley Act) to permit Client and/or Austin Benefits Group to perform their duties under this Agreement.
- (g) Client has thirty (30) days to notify Austin Benefits Group of an error or problem for remedy if a responsibility was not met otherwise the client waives the right to terminate the agreement for said item.

5. CONFIDENTIALITY OF RECORDS AND HIPAA

- (a) Austin Benefits Group agrees to treat as confidential all records and other information relative to the Client that will not, without written authority from the Client, disclose to others during the term of this Agreement or thereafter any such records or other information except as required by applicable law.
- (b) Austin Benefits Group agrees that during the term of this Agreement, all records maintained for the Client shall be open to inspection and audit by the Client at reasonable times, and that such records shall be preserved and retained by Austin Benefits Group subject to the succeeding sentence, for the

greater of six years after the related filing date or such other period as may be required by applicable governing regulations as in effect from time to time.

- (c) Austin Benefits Group may be considered a business associate under HIPAA with regard to one or more employee benefit plans or arrangements offered as part of the Plan. To that extent, a Business Associate Agreement shall be established between each of the employee benefit programs considered to be a "covered entity" for purposes of HIPAA and Austin Benefits Group (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements.
- (d) Austin Benefits Group will give Client prompt notice in writing of any legal demand, complaint, subpoena, or similar request or claim of any kind where the underlying circumstances relate to or concern the services described herein. Austin Benefits Group shall give Client a reasonable amount of time to assess the request, complaint, or demand before it acts.

6. LIABILITY AND INDEMNITY

- (a) The Client will promptly notify Austin Benefits Group of any errors or omissions in information supplied by the Client to Austin Benefits Group. In such event, Austin Benefits Group's sole obligation shall be to use its reasonable efforts to correct any resulting errors in its own records or in any reports it has prepared for the Client.
- (b) Client shall indemnify and hold harmless Austin Benefits Group and its employees, agents and/or subcontractors from and against any loss, damage, liability, claim, cost, and expense, including reasonable legal fees (collectively, "Losses"), arising out of the negligence or willful misconduct of Client and/or its employees, agents or subcontractors in the performance of its obligations under the Plan or this Agreement, except to the extent the losses result from the negligence or willful misconduct of Austin Benefits Group or its employees, agents and/or subcontractors.
- (c) Austin Benefits Group shall indemnify and hold harmless Client and its employees, agents and/or subcontractors from and against any loss, damage, liability, claim, cost, and expense, including reasonable legal fees (collectively, "Losses"), arising out of the negligence or willful misconduct of Austin Benefits Group and/or its employees, agents or subcontractors in the performance of its obligations under the Plan or this Agreement, except to the extent the losses result from the negligence or willful misconduct of Client or its employees, agents and/or subcontractors.
- (d) It is understood that, in connection with this Agreement, Austin Benefits Group may also be engaged by the Client in one or more additional capacities, and that the terms of this Agreement or any such additional agreement may be embodied in one or more separate written agreements. The indemnification rights of Subsections (b) and (c) shall apply to this Agreement, any such additional agreement and any modification of this Agreement or such additional agreement and shall remain in full force and effect following the completion or termination of this Agreement.

- (e) In case of errors or loss of data caused by power failure, mechanical difficulties with information storage and retrieval systems, or other events not attributable to Its own gross negligence or willful misconduct or to the gross negligence or willful misconduct of its employees, Austin Benefits Group's sole obligation will be at its own expense to use its reasonable efforts to reconstruct any records of Client maintained by Austin Benefits Group and to amend any reports prepared by it which have been affected by such event. Under the circumstances described in the preceding sentence, the Client will provide duplicate data where available, and as needed, in order to assist Austin Benefits Group in the reconstruction of such records.

7. DISCLAIMERS

The Client recognizes, understands and accepts the potential liability for failing to transmit employee data to Austin Benefits Group on a timely basis.

8. TERMINATION OF AGREEMENT

- (a) Unless specifically agreed to otherwise in a written amendment to this Agreement, this Agreement shall automatically terminate as of the earliest of the following: (1) the effective date of any legislation which makes the Plans and/or this Agreement illegal; or (2) the date either party becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship.
- (b) This Agreement may be terminated as of the earliest of the following: (1) by Client upon the failure of Austin Benefits Group to perform its obligations in accordance with this Agreement; (2) by Austin Benefits Group upon the failure of Client to perform its obligations in accordance with this Agreement; or (3) by Client or Austin Benefits Group by giving the other party written notice at least thirty (30) days prior to the last day of the term then in effect under Section 1 of this Agreement.
- (c) Termination of this Agreement shall not terminate (1) the rights or obligations of either party arising out of a period prior to such termination; (2) the indemnity, confidentiality, privacy, and security provisions of this Agreement; or (3) any provision in this Agreement that specifically provides for survival following termination of this Agreement.
- (d) If Client terminates this Agreement prior to last day of the term then in effect under Section 1 of this Agreement, then Client shall pay to Austin Benefits Group a termination fee equal to all compensation / fees that Austin Benefits Group would have received under the Agreement or the Plans had the Agreement not been terminated prior to the last day of the term then in effect under Section 1.

9. REMEDIES

Parties understand that they have a right to litigate through a court and to have a judge or jury decide any dispute, but the parties hereby agree that any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- (a) No legal action or arbitration may be commenced by either Party until the complaining party has sent the other party a formal demand letter describing the dispute and setting forth a settlement or other proposed solution. Complaining party must give the other party at least thirty (30) days to respond.

10. GOVERNING LAW

This agreement shall be governed by the laws of the State of Michigan to the extent not preempted by federal law.

11. PROPRIETARY INFORMATION

The Client disclaims all rights to any computer programs, software, forms, plans and procedures developed to perform the services required under this Agreement.

12. NOTICE

Any notice under this Agreement shall be given in writing by certified mail, return receipt requested or by overnight courier providing delivery services on a national basis (e.g., Federal Express), to the address listed below;

- Austin Benefits Group
- Attn: President

38500 Woodward Ave, Suite 360
Bloomfield Hills, MI 48304

Universal Management Company
Attn : President
2570 Seminole Rd
Ann Arbor, MI 48108

14. ENTIRE AGREEMENT, AMENDMENT

This Agreement constitutes the entire agreement between parties with respect to the subject of the transaction contemplated hereby and supersedes all prior agreements with respect thereto. This Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

15. BINDING EFFECT

This agreement shall be binding upon the parties hereto, their successor and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Austin Benefits Group

Universal Management Company, LLC

DocuSigned by:
Dean Austin
C450B2F00CCA4EF...

Dean E. Austin, President & CEO

Tarek Farha

Tarek Farha,

EXHIBIT A

SERVICES

Plan Analytics

Assist with Rate Renewal Certification Completion
Analysis of benefit program

Enrollment Management

Processing of employee changes with all carriers
Processing of benefit plan selections during Open Enrollment
Processing of benefit plan selections for new hires
Processing of employee terminations
Maintain employee roster

Carrier Management / Service Requests / Compliance

Implementation of all coverages with all carriers
Assist with claim issues / questions
Assist with billing issues / questions
Assist with benefit program questions both at the administrator and employee levels
Provide COBRA vendor if applicable under federal law

Open Enrollment Management

Provide Open Enrollment materials and annual compliance documents

EXHIBIT B
DEFINITIONS

Capitalized terms, not otherwise defined in this Agreement shall have the following meanings:

“Business Associate Agreement” means any separate agreement entered into between one or more employee benefit plans or arrangements under the Plan and Austin Benefits Group (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including regulations thereunder.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations thereunder.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, including regulations thereunder.

“Electronic PHI” is a type of PHI and has the meaning assigned to such term under HIPAA.

“Health Care Reform” means the Patient Protection and Affordable Care Act, (PPACA), as amended by the Health Care and Education Reconciliation Act of 2010, (HCERA), and as further amended from time to time, including regulations thereunder.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, including regulations thereunder.

“Named Fiduciary” means the named fiduciary as defined in ERISA §402(a)(1).

“Participant” means any employee of Client or other person who is participating in the Plan.

“Plan” means each any plan or program through which benefits are provided to Participants; unless the context requires otherwise, a reference to “Plans” shall have the same meaning as “Plan.”

“Plan Administrator” means the administrator as defined in ERISA §3(16)(A).

“Plan Sponsor” means the Client.

“Protected Health Information” or **“PHI”** has the meaning assigned to such term under HIPAA.

EXHIBIT C

PLANS SUBJECT TO AGREEMENT

Medical – HAP

Life – The Hartford

EXHIBIT D

Business Associate Agreement

Definitions

- (a) Breach means a “breach” as defined in 45 CFR § 164.402, as the same may be revised or recodified from time to time (except that this definition will not apply (and will not supersede any other definition of the term “breach”) with respect to any of the Policies & Procedures adopted for purposes of complying with the Security Rules).
- (b) Business Associate. ”Business Associate” shall mean Austin Financial Group, LLC DBA Austin Benefits Group.
- (c) Covered Entity. “Covered Entity” shall mean **Universal Management Company, LLC**
- (d) HITECH Act means the Health Information Technology for Economic and Clinical Health Act.
- (e) Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Notification Rules means regulations regarding Notification in the Case of Breach of Unsecured Protected Health Information issued by the Department of Health and Human Services (DHHS) pursuant to the HITECH Act, and found at 45 CFR Part 160 and Part 164, subparts A and D, as the same may be revised or recodified from time to time, and includes associated guidance issued by DHHS.
- (g) Non-Permitted Use or Disclosure means a Use or Disclosure of the Plan’s Unsecured Protected Health Information that is not permitted by this Agreement.
- (h) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (i) Protected Health Information. “Protected Health Information” (“PHI”) shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. The term “Protected Health Information” shall also include the term “Electronic Protected Health Information” as the term is defined within HIPAA.
- (j) Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.
- (k) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (l) Unsecured Protected Health Information means “unsecured protected health information” as defined in 45 CFR § 164.402, as the same may be revised or recodified from time to time.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law. Furthermore, upon the request of an Individual, Business Associate will not disclose such Individual's PHI for purposes of Payment or Health Care Operations if the Individual paid in full out of pocket for the for the health care item or service to which the PHI relates, in accordance with HITECH (including 42 U.S.C.A. section 17935(a)).
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI relating to the Plan.
- (d) Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures consistent with and in compliance with the Security Regulations and HITECH to preserve the integrity, confidentiality and availability of all electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan. Business Associate shall document and keep these security measures current in accordance with the Security Regulations and HITECH (including 42 U.S.C.A. section 17931).
- (e) Business Associate shall report to the Plan in writing (a) any Security Incident; or (2) any use or disclosure of PHI not permitted by this Agreement; or (3) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932, of which it becomes aware. For purposes of this Agreement, the term "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Plan.
 - (1) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Plan's Privacy Official (or to the Plan's Security Official in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall:
 - (i) identify the nature of the unauthorized use or disclosure or Security Incident; (ii) identify the PHI affected; (iii) identify who made the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (iv) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure or Security Incident; (v) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (vi) provide such other information, including a written report, as reasonably requested by the Plan's Privacy Official or Security Official. Any Security Incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

- (2) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Plan's Privacy Official of any Breach of Unsecured PHI within three business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Plan shall identify or describe: (i) the affected Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (ii) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) the types of Unsecured PHI involved in the Breach; (v) any specific steps the Individual should take to protect him or herself from potential harm related to the Breach; (vi) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (vii) contact procedures for how the Individual can obtain further information from the Business Associate; and (viii) such other information, including the risk assessment analysis prepared by the Business Associate, as reasonably requested by the Plan's Privacy Official.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate, the Privacy and Security Regulations and HITECH with respect to such information.
- (g) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524 and to meet the electronic transmission requirements for access to Electronic Health Records by Individuals in accordance with HITECH, including 42 U.S.C.A. section 17935(e). Business Associate shall provide access in the time and manner set forth in the Plan's health information privacy policies and procedures
- (h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Plan shall designate the time and manner in which Business Associate shall provide the accounting of its disclosures to Plan.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

- (a) Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or to the Secretary, in a timely manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (b) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (c) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (d) Business Associate, on behalf of the Plan Sponsor of the Covered Entity, may use or disclose information, data, documents and records necessary for the sponsor to comply with the Early Retiree Reinsurance Program, as created by the Patient Protection and Affordable Care Act, Pub. L. No. 111-49, in a time and manner specified by the Secretary. The Business Associate acknowledges that PHI used in this manner is for the purpose of obtaining available Federal funds.

Specific Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).
- (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

- (a) Covered Entity. Business Associate shall use and/or disclose Protected Health Information ("PHI") created for or received from or on behalf of Plan only to the extent necessary to satisfy Business Associate's obligations under the Agreement. Plan shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule.

Immediately upon discovering any Non-Permitted Use or Disclosure, the Business Associate will report to the Plan at least the following information:

- (1) A brief description of the Non-Permitted Use or Disclosure, including the date it occurred, if known, and the date it was discovered
- (2) For each affected individual, a description of the types of Unsecured Protected Health Information that were involved in the Non-Permitted Use or Disclosure, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
- (3) The identity of any individuals making the Non-Permitted Use or Disclosure
- (4) The identity of any individuals who received the Non-Permitted Disclosure
- (5) The steps that the Business Associate has taken to mitigate any harm that might be caused by the Non-Permitted Use or Disclosure

- (6) Any steps affected individuals should take to protect themselves from potential harm resulting from the Non-Permitted Use or Disclosure
- (7) A brief description of what the Business Associate is doing to investigate the Non-Permitted Use or Disclosure, to mitigate harm to affected individuals, and to protect against any further Non-Permitted Use or Disclosure
- (8) The contact procedures for individuals to ask questions or learn additional information, which must include a toll-free telephone number and an e-mail address or website
- (9) Such other information, including a written report, as the Plan may reasonably request

The Business Associate is deemed to have discovered any Non-Permitted Use or Disclosure when it would be treated as discovered according to 45 CFR § 164.410.

The Business Associate will provide the report required by paragraph (a) to the Plan's Privacy Official or Security Official as soon as possible, but in no event later than 30 days after discovery as specified in paragraph (b).

The report required by paragraph (a) may be delayed to the extent that such delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412.

The provisions of the Agreement are extended as needed to cover the Plan's obligations under the Notification Rules. For example (and without limiting the generality of the preceding sentence), the provisions that cause various obligations to survive beyond termination of the Agreement are extended as needed so that the Business Associate will report to the Plan any Non-Permitted Use or Disclosure occurring after termination of the Agreement.

Specific Use and Disclosure Provisions

- (a) Business Associate may use PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose PHI for such purposes only if:
 - (1) The Disclosure is required by law; or
 - (2) Business Associate obtains reasonable assurance from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - a. Hold such PHI in confidence and Use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - b. Notify Business Associate of any instance in which the person or organization becomes aware that the confidentiality of such PHI was breached.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Obligations of Business Associate

- (a) Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security safeguards to preserve the confidentiality, integrity and availability of all PHI. Business Associate shall document and keep these safeguards current.
- (b) If Business Associate conducts any Standard Transaction for or on behalf of Plan, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Plan that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specifications(s).
- (c) Business Associate shall make available to Plan PHI necessary for Plan to respond to an Individual's request for access to PHI. Business Associate shall forward to Plan any and all requests by an Individual to access such records.
- (d) Business Associate shall, upon receipt of notice from Plan, amend or correct PHI in its possession or under its control.
- (e) Business Associate shall report breaches of unsecured PHI to the covered entity in accordance with 45 CFR 164.410.

- (f) Business Associate will ensure that any subcontractors that create or receive PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate in respect to such information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of **February 1, 2020**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Plan's knowledge of a material breach by Business Associate, Plan shall:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Plan.
- (c) Return or Destruction of Health Information
 - (1) Except as provided in paragraph (2) of this section, upon termination, cancellation, expiration or other conclusion of this Agreement, Business Associate shall return to Plan or destroy all Protected Health Information received from Plan, or created or received by Business Associate on behalf of Plan. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Plan notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Automatic Amendment. Effective when compliance is required with regard to any future final regulations relating to the Plan's or the Business Associate's

obligations under the Privacy Rules, the Security Rules or the Notification Rules, the Agreement will be automatically amended so that the Plan and the Business Associate remain in compliance with applicable requirements.

- (c) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.
- (c) Hold Harmless. Business Associate shall indemnify and hold the Plan and its employees, directors and trustees harmless from all liabilities, penalties, taxes, costs, expenses or damages of any sort resulting from or attributable to Business Associate's breach of this Agreement
- (d) Interpretation. Any ambiguity in this Agreement or the application of its terms will be resolved in a manner that (1) permits the Plan and the Business Associate to comply with the applicable requirements of the Privacy Rules, the Security Rules, and the Notification Rules; and (2) does not require the Plan or the Business Associate to meet any standard that is more stringent than those applicable to each of them under the Privacy Rules, the Security Rules, and the Notification Rules.
- (e) Conflict. In the event of any conflict between the terms of this Agreement and any other agreements between the parties, the terms of this Agreement shall govern the Use and Disclosure of PHI.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement.

Universal Management Company, LLC

By: Tarek Farha
 Name: Tarek Farha
 Title:
 Date: 1/24/2020

**AUSTIN FINANCIAL GROUP LLC, DBA
AUSTIN BENEFITS GROUP**

DocuSigned by:
 By: Dean Austin
 Name: Dean F. Austin
 Title: President & CEO
 Date: 1/26/2020