



Dale County Commission

Commission Meeting Minutes – October 28, 2025

The Dale County Commission convened in a regular session Tuesday, October , 2025 the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Wilson followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda with the addition of Personnel and to table SE Regional Planning Commission board appointments.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 103726– 103831.
- Payroll Check Numbers: 155054 – 155054.
- Direct Deposit Check Numbers: 434225 - 434377.

Minutes: Commission Meeting of October 14, 2025.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – INMATE COMMUNICATION BID

Commissioner Carroll made a motion to approve to bid the inmate communication system for the Dale County Jail by accepting the Praseus quote of \$4,000-\$6,000.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – EMA ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT

Commissioner Enfinger made a motion to approve an EMA Alabama Inter-Local Mutual Aid Agreement. Exhibit 1.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – HVAC PREVENTIVE & MAINTENANCE PROGRAM

Commissioner Grantham made a motion to approve an one year HVAC Preventative & Maintenance Program Agreement and for this expenditure to be paid from Fund 116. Exhibit 2.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – EMS TAG DISTRIBUTION JULY-SEPTEMBER, 2025

Commissioner Enfinger made a motion to approve the EMS Tag Distribution for July-September, 2025. Exhibit 3.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – FLEXIBLE SPENDING ACCOUNTS

Commissioner Wilson made a motion to approve the benefit to employees of a Flexible Spending Account. Exhibit 4.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – CANCEL MEETING OF NOVEMBER 11, 2025

Commissioner Enfinger made a motion to approve the cancellation of the regular scheduled commission meeting of 11/11/25 due to it being a holiday- Veterans Day.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – CYBER SECURITY INSURANCE

Commissioner Wilson made a motion to approve participating in the new ACCA Cyber Security Insurance Program.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL

Commissioner Carroll made a motion to approve the following personnel change:

- Terry Robinette – Road & Bridge – Equipment Operator II – Part-Time New Hire.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, November 25, 2025, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Grantham seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Steve McKinnon, Chairman

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT**

WHEREAS, Act of Alabama 2025-206 amended the Code of Alabama 1975, §§31-9-9 and §31-9-11 to expand the scope wherein local jurisdictions may provide reciprocal aid and assistance to other public or private agencies in the State of Alabama pursuant to a mutual aid agreement; and

WHEREAS, Act of Alabama 2025-206 grants the authority to the governing body of each local jurisdiction to develop mutual aid agreements with other public and private agencies within this state for mutual aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state, and it further provides that employees of political subdivisions have the same powers and immunities when they act outside of the political subdivision pursuant to a mutual aid agreement; and

WHEREAS, each Entity desiring to participate in the Alabama Inter-Local Mutual Aid Agreement is required to adopt a resolution, signifying its desire to participate and its agreement to the terms and conditions of participation;

NOW, THEREFORE, BE IT RESOLVED, that Dale County, AL enters into the Alabama Inter-Local Mutual Aid Agreement with all other participating Entities and agrees to all terms and conditions set out therein.

BE IT FURTHER RESOLVED that Dale County, AL designates the Dale County Director of Emergency Management as its representative and administrator, and as such, grants them the authority to carry out all duties as outlined in the Alabama Inter-Local Mutual Aid Agreement.

BE IT FURTHER RESOLVED that the Commission Chairman of Dale County is hereby granted authority to execute all documents required for participation in the Alabama Inter-Local Mutual Aid Agreement.

BE IT FURTHER RESOLVED that a copy of this resolution and the executed Alabama Inter-Local Mutual Aid Agreement be immediately forwarded to the Alabama Association of Emergency Managers and the State of Alabama Emergency Management Agency.

IN WITNESS WHEREOF, the Dale County, AL (Commission Chairman) has caused this Resolution to be executed in its name and on its behalf on this 28 day of October, 2025.



Steven McKinnon
Chairman


Attest

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT
Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned Counties or Municipalities (hereinafter referred to as "County," or "Counties", "Municipality" or Municipalities" or, collectively, "local jurisdictions") to enable them to provide and receive reciprocal aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.

WHEREAS, Counties and Municipalities have expressed mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage reciprocal aid and assistance among the Counties and Municipalities; and

WHEREAS, a County or Municipality who has executed this Omnibus Agreement may need aid and assistance in the form of equipment, materials and supplies, property, and personnel or other support; and

WHEREAS, each County or Municipality may own and maintain equipment, materials and supplies, and employ trained personnel for a variety of public services and is willing, under certain conditions, to lend its equipment, materials and supplies, and personnel to other Counties and/or Municipalities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned County or Municipality agrees as follows:

Article I – APPLICABILITY

This Omnibus Agreement is available for execution by all Counties and Municipalities in the State of Alabama. Execution of the Omnibus Agreement by a County or Municipality will occur when the County or Municipality signs an identical version of this Omnibus Agreement.

Article II – DEFINITIONS

- A. Aid and Assistance means equipment, materials and supplies, and personnel offered in response to a Disaster too great to be dealt with unassisted, or to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.
- B. Assistance Costs means the costs associated with providing aid and assistance, and includes costs for equipment, materials, supplies, and personnel. For loaned equipment and personnel, assistance costs are those incurred by the Assisting Entity in providing any asset requested. Further agreements regarding Assistance Costs appear in Articles X, XI and XII, which address loans of equipment, materials and supplies, and personnel, respectively.
- C. Assisting Entity means a County or Municipality that has agreed to deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.

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- D. County means a political subdivision and includes all functions or departments of county government that provide aid and assistance including, but not limited to, public safety services.
- E. Emergency Management Director means the person(s) appointed by the County or Municipality to activate or respond to this Agreement on behalf of the County or Municipality.
- F. Emergency Contact Information Form means the form to be submitted by each County or Municipality that lists names, addresses, and 24-hour numbers for the Emergency Management Director or designees. The phone number of a dispatch office or other facility staffed 24 hours-a-day capable of contacting the Emergency Management Director or designee is also required.
- G. Entity means a County or Municipality that has agreed to receive aid and assistance from or deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.
- H. Event means any disaster too great to be dealt with unassisted, or any occurrence or situation which threatens or otherwise affects the public peace, health, and safety, or the lives and property of the people of the state.
- I. Local Jurisdiction means the governing body of each County or Municipality.
- J. Municipality means a political subdivision and includes all functions or departments of municipal government that provide aid and assistance including, but not limited to, public safety services.
- K. Omnibus Agreement or Agreement means this Inter-Local Mutual Aid Agreement, which includes identical agreements executed in counterparts binding the executing local jurisdictions to its terms and conditions to provide and receive aid and assistance. To be effective, this Omnibus Agreement must be fully executed by the governing body of each Participating Entity.
- L. Requesting Entity means a County or Municipality that has made a request of an Assisting Entity to deliver aid or assistance to another County or Municipality pursuant to the terms of this Agreement.
- M. Termination Date is the date upon which this Omnibus Agreement terminates pursuant to Articles V and XVI, which address terms and termination and modifications, respectively.

Article III – PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary as is the provision of aid and assistance. No County or Municipality will be liable to another County or Municipality or be in breach of or default under this Omnibus Agreement, on account of any delay in or failure to perform any obligation, except

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to make payment as specified in this Omnibus Agreement. However, each County or Municipality that executes this Omnibus Agreement is expected, as applicable, to:

- A. Ensure that every other Entity is provided with the most current Emergency Contact Information Form in a timely manner; and
- B. Participate in scheduled meetings to coordinate operational and administrative issues to the maximum extent possible; and
- C. Participate in exercises intended to test and evaluate the operational and administrative procedures developed to implement this Omnibus Agreement.

Article IV – ROLES OF EMERGENCY MANAGEMENT DIRECTORS

- A. Each Entity agrees that its Emergency Management Director or designee will serve as its representative in any meeting to address the administration and implementation of this Omnibus Agreement.
- B. The Emergency Management Directors or designee of each Entity will together:
 - 1. Identify the Emergency Management Director or designee from one of the participating Entities to serve as the administrator of this Omnibus Agreement.
 - 2. Meet annually or more often as necessary to review this Omnibus Agreement, develop and maintain procedures for implementation and administration, and evaluate experiences from actual use of this Omnibus Agreement.
 - 3. Identify industry standard rates pursuant to Article X of this Omnibus Agreement, which addresses loans of equipment.
 - 4. Develop planning details associated with being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
- C. The Emergency Management Director or designee of each Entity will, to the extent reasonably possible:
 - 1. Participate in any meetings convened to address administration and implementation of this Omnibus Agreement.
 - 2. Ensure appropriate staff are informed of pertinent implementation and coordination decisions and procedures.
 - 3. Maintain a manual containing a master copy of this Omnibus Agreement (as amended or revised), a list of Entities, and a copy of each Emergency Contact Information Form.

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4. Provide the Emergency Management Director or designee of the participating Entities selected to serve as the administrator of this Omnibus Agreement with a copy of the Emergency Contact Information Form at the annual meeting of the Emergency Management Directors or whenever information in the form changes.
 5. Notify all participating Entities if any local jurisdiction terminates its participation in this Omnibus Agreement.
- D. The Emergency Management Director or designee of the Entity selected to serve as the administrator of this Omnibus Agreement will, to the extent reasonably possible:
1. Notify all participating Entities whenever a new local jurisdiction executes the Omnibus Agreement.
 2. Provide each participating Entity with a copy of the signature page of each newly executed Omnibus Agreement.
 3. Provide each participating Entity with a copy of any new or updated Emergency Contact Information Form submitted.
 4. Maintain and distribute checklists and other implementing procedures developed by the Emergency Management Director(s), or designee(s) to assist each participating Entity with the details of being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
 5. Organize and facilitate the annual meetings of the Emergency Management Director(s) or designees.
 6. Maintain a record of official documents associated with the development, adoption, implementation, and maintenance of this Omnibus Agreement including signed original agreements, Emergency Contact Information Forms, implementing procedures, and meeting agendas and minutes.
 7. It is recommended that local Emergency Management Directors and/or designees of each Entity in the local jurisdictions meet to discuss a plan for the coordination of resources and identify the strengths and weaknesses within their boundaries.

Article V – TERMS AND TERMINATION

- A. This Omnibus Agreement, which is the original agreement, is effective upon approval by the governing body of any local jurisdiction.
- B. A County or Municipality opting to terminate its participation in this Omnibus Agreement will provide notice by electronic mail to the County Emergency Management Director or designee of each participating Entity. Notice of termination becomes effective upon receipt of notice to terminate by the Emergency Management Director or designee. Any Entity

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terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI – PAYMENT FOR AID AND ASSISTANCE

- A. A Requesting Entity will receive an invoice from an Assisting Entity for all valid and invoiced costs associated with aid and assistance provided by the Assisting Entity within sixty (60) days after services are provided. The Assisting Entity, in its sole discretion, may elect to forgive repayment upon the written request of the Requesting Entity.
- B. In the event an Assisting Entity provides equipment or materials and supplies, the Assisting Entity will have the option to accept cash or in-kind payment for the equipment or materials and supplies provided.

Article VII – INDEPENDENT CONTRACTOR

- A. Each Assisting Entity will operate as an independent contractor of the Requesting Entity in the provision of any aid and assistance. Employees of the Assisting Entity will, at all times while performing emergency aid and assistance, continue to be employees of the Assisting Entity and will not be deemed employees of the Requesting Entity for any purpose. Wages, hours, and other terms and conditions of employment of the Assisting Entity will remain applicable to all its employees who provide aid and assistance. Each Assisting Entity will be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. A Requesting Entity will not be responsible for paying any wages, benefits, taxes, or other compensation directly to an Assisting Entity's employees. The costs associated with loaned employees are subject to the reimbursement process outlined in Article XII, which addresses loans of personnel.
- B. In no event will an Assisting Entity or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Requesting Entity under or by virtue of this Omnibus Agreement.

Article VIII – REQUESTS FOR AID AND ASSISTANCE

Requests for aid and assistance will be directed to the designated Emergency Management Director(s) or designee on the Emergency Contact Information Forms provided. The extent to which an Assisting Entity provides any aid and assistance will be at the Assisting Entity's sole discretion. This Omnibus Agreement will remain in effect until or unless it conflicts with federal and/or state laws.

Article IX – GENERAL NATURE OF EMERGENCY AID AND ASSISTANCE

Aid and assistance will be in the form of resources, such as equipment, materials and supplies, and personnel or the direct provision of services. Execution of the Omnibus Agreement will not create any duty to respond on the part of any County or Municipality. A County or Municipality will not be

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held liable for failing to provide aid and assistance. A County or Municipality has the absolute discretion to decline to provide any requested aid and assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "loaned" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII, which address loans of equipment, loans of materials and supplies, and loans of personnel, respectively.

Article X – LOANS OF EQUIPMENT

At the sole discretion of the Assisting Entity, equipment such as construction equipment, vehicles, tools, pumps, motors, etc., may be made available to a Requesting Entity. The cost to the Requesting Entity for use of equipment will be the Assisting Entity's actual costs or the Assisting Entity's costs based on current equipment rates. If no written rates have been established, the cost to the Requesting Entity will be based on the hourly operating costs set forth in an industry standard publication as selected by the Emergency Management Director(s), or as mutually agreed between the Requesting Entity and the Assisting Entity. For this Omnibus Agreement, equipment use begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity.

Equipment loans are subject to the following conditions:

- A. At the option of the Assisting Entity, equipment may be loaned with an operator. See Article XII, which addresses loans of personnel for terms and conditions applicable to use of loaned personnel.
- B. Each Assisting Entity will endeavor to provide equipment in good working order. All equipment is provided "as is," with no representations or warranties as to its fitness for a particular purpose or its general condition.
- C. Each Requesting Entity will, at its own expense, supply all fuel, lubrication, and necessary maintenance for loaned equipment. The Requesting Entity will take reasonable and proper precautions in the operation, storage, and maintenance of the Assisting Entity's equipment.
- D. Loaned equipment will be returned to the Assisting Entity upon release by the Requesting Entity, or immediately upon the Requesting Entity's receipt of an oral or written request from the Assisting Entity for the return of the equipment. When requested to return equipment to the Assisting Entity, the Requesting Entity will make every effort to return the equipment to the Assisting Entity within 24 hours of the request. In all cases, the Requesting Entity will notify the Assisting Entity when the Assisting Entity's equipment is released.
- E. Assisting Entity's costs related to the transportation, handling, and loading/unloading of equipment will be chargeable to the Requesting Entity. Assisting Entities will provide copies of invoices for such charges when provided by outside sources and will provide hourly accounting of charges for the Assisting Entity's employees who perform such services.

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- F. Without prejudice to an Assisting Entity's right to limitation of liability under Article XIV, in the event loaned equipment is lost or damaged while in the custody and/or use of the Requesting Entity, or while being returned by the Requesting Entity to the Assisting Entity, the Requesting Entity will reimburse the Assisting Entity for the reasonable cost of replacing or repairing said equipment. If the damaged equipment cannot be repaired within a time period specified by the Assisting Entity, then the Requesting Entity will reimburse the Assisting Entity for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" will be at the discretion of the Assisting Entity. If the Assisting Entity must lease or rent a piece of equipment while its equipment is being repaired or replaced, the Requesting Entity will reimburse the Assisting Entity for such costs. The Requesting Entity will have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. The Requesting Entity will not be liable for damage caused by the sole negligence of the Assisting Entity's operators.

Article XI – LOANS OF MATERIALS AND SUPPLIES

A Requesting Entity will reimburse an Assisting Entity in-kind or at the Assisting Entity's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between the Requesting Entity and Assisting Entity. Other reusable materials and supplies, which are returned (unused) to the Assisting Entity in clean, damage-free, condition, will not be charged to the Requesting Entity and no rental fee will be charged. The Assisting Entity will determine whether items returned are "clean and damage-free" and items will be treated as partially consumed or non-returnable if they are found to be damaged.

Article XII – LOANS OF PERSONNEL

- A. An Assisting Entity may, at its option, make its employees available to a Requesting Entity. Employees will be provided, at the Requesting Entity's expense, equal to the Assisting Entity's full costs, including employee salary or hourly wages, call back or overtime costs, benefits, and overhead. For this Omnibus Agreement, employee service begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity. All costs will be consistent with Assisting Entity's personnel contracts, if any, or other conditions of employment. Costs to feed and house loaned employees, if necessary, will be chargeable to and paid by the Requesting Entity. The Requesting Entity is responsible for assuring arrangements are made, as necessary, to provide for the safety, housing, meals, and transportation to and from job sites/housing sites for loaned employees, as necessary.
- B. Loaned employees will remain under the administrative control of the Assisting Entity but will be under the operational control of the emergency management authorities of the Requesting Entity. The Assisting Entity will not be liable for cessation or slowdown of work if the Assisting Entity's employees decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct the activities of others during a particular response operation does not relieve the Requesting Entity of any responsibility or create any liability on the part of the Assisting

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Entity for decisions and/or consequences of the response operation. When supervisory employees are loaned, the Assisting Entity may make stipulations on the scope and duties of those employees.

- C. Any valid licenses issued to loaned employees by the Assisting Entity relating to the skills required for the requested work may be recognized by the Requesting Entity during the period of the Event and for purposes related to the Event.
- D. When requested to return employees to the Assisting Entity, the Requesting Entity will make every effort to return the employees to the Assisting Entity immediately upon receipt of the request. The Requesting Entity will notify the Assisting Entity when the Assisting Entity's employees are released.

Article XIII – RECORD KEEPING

Time sheets and/or daily logs showing hours worked, equipment, materials and supplies used or provided by the Assisting Entity will be recorded on a shift-by-shift basis by the Assisting Entity and/or the loaned employee(s) and will be provided to the Requesting Entity during the reimbursement processes. If no employees are loaned, the Assisting Entity will provide shipping records for equipment and materials and supplies, and the Requesting Entity is responsible for any required documentation of use of equipment and materials and supplies for state or federal reimbursement. Under all circumstances, the Requesting Entity remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article XIV – LIMITATION OF LIABILITY

- A. **RELEASE AND EXCULPATION.** Except in cases of willful misconduct or bad faith, the Requesting Entity releases and agrees that the Assisting Entity and its officers, employees, and agents will in no event incur any responsibility or liability to the Requesting Entity in relation to any and all costs, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing emergency aid and assistance to the Requesting Entity.
- B. **LIABILITY FOR PARTICIPATION.** This Agreement is not intended to limit or remove any limitations of liability, immunities, protections, or privileges the local jurisdiction (County or Municipality) or any emergency management worker would ordinarily possess.
- C. **DELAY/FAILURE TO RESPOND.** No Entity will be liable to another participating Entity for or be considered in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.

Article XV – WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

All Assisting Entity employees made available to a Requesting Entity will remain the general employees of the Assisting Entity while engaged in and carrying out duties, functions or activities

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pursuant to this Omnibus Agreement, and each Assisting Entity will remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Assisting Entity will provide workers' compensation in compliance with statutory requirements of the State of Alabama.

Article XVI – MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded without two-thirds concurrence of the Entities that are parties to this Agreement. Proposed modifications to this Omnibus Agreement must be made in writing and will not become effective until approved by two-thirds concurrence of the participating Entities. Each Entity must either approve a modification or notify all other participating Entities of its decision not to approve the modification. Approved modifications must be signed by an authorized representative of each participating Entity. The currently approved version of the Omnibus Agreement remains in force if a proposed modification is not ratified by two-thirds of the participating Entities. If a proposed modification is ratified by two-thirds of the participating Entities, the prior version of the agreement is terminated.

Article XVII – NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Omnibus Agreement is not intended to be exclusive among the participating Entities. Any Entity may enter into separate aid and assistance agreements with any other local jurisdiction. No such separate agreement will terminate any responsibility under this Omnibus Agreement.
- B. Other agreements for aid and assistance between any participating Entities are unaffected by this Omnibus Agreement and remain in effect until separately terminated in accordance with their own terms. When another agreement exists at the time a request for aid and assistance is made, the Assisting Entity and the Requesting Entity should be clear about the agreement under which the request is made and by which the assistance costs will be paid.
- C. Any participating Entity may donate resources to or share resources with any other local jurisdiction outside the terms of this Omnibus Agreement subject to any terms or conditions negotiated by those parties at the time the resources are provided.

Article XVIII – GOVERNMENTAL AUTHORITY

This Omnibus Agreement is subject to the laws, rules, regulations, orders, and other requirements, now or as amended, of all Entities having jurisdiction over any Event covered by this Omnibus Agreement.

Article XIX – NO DEDICATION OF FACILITIES

- A. No undertaking by any Entity to another Entity under any provision of this Omnibus Agreement will constitute a dedication of the facilities or assets of such Entity, or any

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portion thereof, to the public or to the other participating Entity.

- B. Nothing in this Omnibus Agreement will be construed to give a participating Entity any right of ownership, possession, use, or control of the facilities or assets of another Entity.

Article XX – NO PARTNERSHIP

This Omnibus Agreement will not be interpreted or construed to create an association, joint venture, or partnership among the participating Entities or to impose any partnership obligation or liability upon any Entity. Further, no Entity will be considered an agent of any other Entity or otherwise have authority to bind any other Entity.

Article XXI – NO THIRD-PARTY BENEFICIARY

Nothing in this Omnibus Agreement will be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Omnibus Agreement will not confer any right or remedy upon any person other than the participating Entities that are parties to this Omnibus Agreement. This Omnibus Agreement will not release or discharge any obligation or liability of any third party to any Entity.

Article XXII – ENTIRE AGREEMENT

This Omnibus Agreement constitutes the entire agreement, though other existing agreements of the Entities may take precedence over certain concepts outlined in this Omnibus Agreement.

Article XXIII – SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any participating Entity may terminate its participation in this Omnibus Agreement subject to Article V.

Article XXIV – GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Alabama.

Article XXV – VENUE

Any action arising from this Omnibus Agreement shall be brought in the County where the Event occurred.

Article XXVI – TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the participating Entities any protection provided by applicable tort claims laws.

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Article XXVII – WAIVER OF RIGHTS

Any waiver at any time by any participating Entity of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article XXVIII – INVALID PROVISION

The invalidity or unenforceability of any provision of this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Article XXIX – NOTICES

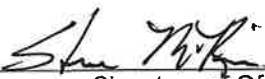

Except as otherwise stated, any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by electronic mail, or (iii) sent by United States Mail, postage prepaid, to the appropriate Emergency Management Director(s) or designee, at the address designated in the Emergency Contact Information Form.

SIGNATURE PAGE

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT

Omnibus Agreement

IN WITNESS WHEREOF, the Dale County Commission has caused this OMNIBUS AGREEMENT for Assistance to be executed by duly authorized representatives as of the date of their signatures below:

 _____ Signature of Officer	<u>10-28-25</u> _____ Date	 _____ Officer's Title
_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Counsel	_____ Date	_____ Counsel's Title

Name and title of primary Contact Representative:	Willie T. Worsham Dale County EMA	Name and title of alternate Contact Representative:	_____
Address:	168 South Merrick Ave Ozark, Alabama 36361-0817	Address:	_____ _____
Phone:	Office 334-774-2214 Cell 334-432-0343	Phone:	_____
Fax:	None	Fax:	_____
E-mail:	willie.worsham@dalecountyal.gov	E-mail:	_____

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Alabama Association of Emergency Managers, Mutual Aid Enhancement Special Committee
Attention: Michael Posey or Eric Jones
111 Grand Avenue, SW, Fort Payne, AL 35967
(256) 845-8569
mposey@dekalbcountyal.us
Eric.Jones@ema.alabama.gov
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)



MAINTENANCE AGREEMENT FOR COMFORT SYSTEMS USA (SOUTHEAST), INC.

Proposal Date: 10/7/2025
 Proposal Number: P05379
 Agreement Number:

Company
 Comfort Systems USA Southeast
 13040 US Hwy 84W
 Newton, AL 36352

Ph: 334-798-0500

Fax:

Bill To Identity	Agreement Location
Dale County Commission 202 HWY 123 S Ozark, AL 36360	Dale County Courthouse 100 E Court Sq Ozark, AL 36360

Comfort Systems USA Southeast will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Preventive CARE **SCHEDULES:** *Equipment Schedule *Equipment Pictures

Agreement coverage will commence on 11/1/2025.

The Agreement price is \$75,500.00 per year, payable in advanced installments of \$18,875.00 per Quarter beginning on the effective date of 11/1/2025 through 10/31/2026.

This Agreement is the property of Comfort Systems USA Southeast and is provided for Customer's use only. Comfort Systems USA Southeast guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the Agreement's anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution through no fault of Comfort Systems USA Southeast, the proposal amount may be modified to reflect those increases. A change in price of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution. Such price adjustments may be due to cost increases related to materials, components, labor, freight, regulatory compliance, or other events outside of Comfort Systems USA Southeast's control.

Company

Signature Sales Consultant

Accepted for Company by: Signature

Name & Title

Date / Phone / Fax

Customer

Signature (Authorized Representative)

Name (Print)

Title

Date

Matthew Grooms
 Comfort Systems USA
 New Business Development
 10/30/25 334-798-0500

Steve McKinnon
 Chairman
 10-28-25

OMNIA PARTNERS CONTRACT NO: 159052

Contractor License No: AL 04204 MS 15704 FL CMC057076/CFC1428144

[Type here]

Scope Covered

Preventive CARE Program

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored, and updated by the Service Provider. The service activities will be directed and scheduled on a regular basis by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON THE INVENTORY OF EQUIPMENT:

Operational Test and Inspect Service

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment operates according to manufacturer's recommendations, seasonal requirements, and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn or broken parts.

Professional Preventative Maintenance

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations, and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating costs and energy consumption.

Maintenance Supplies

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program. This includes washing all filters on each visit and changing the belts when needed.

[Type here]

Preventive CARE Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration not executed by Service Provider, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.

4. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material and other costs, unless otherwise negotiated upon.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.

8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all

claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.

19. Proof of full SARS-CoV-2/COVID vaccination for Comfort Systems USA Southeast workers have not been included in cost, schedule or staffing requirements. Should Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the contract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Owner is hereby notified that contractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but contractor does not guarantee that all workers required to complete contractor's work will be vaccinated.

20. This Maintenance Agreement shall be governed by and construed and interpreted in accordance with the laws of the State wherein the underlying service work occurs.

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Preventive CARE Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.

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3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.

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13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all

claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

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EMS FUNDS July - September, 2025

ARITON	\$	4,167.25
DALEVILLE	\$	17,669.35
ECHO	\$	26,753.75
LEVEL PLAINS	\$	1,500.00
MARLEY MILLS	\$	254.09
OZARK EMS	\$	26,587.06

\$76,931.49

EMS Funding July-September, 2025

% OF FUNDS TO BE DISTRIBUTED (3% for Rev Commission already taken out)	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RESPONSE/CALLS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$ -	\$ 20,836.25	\$ 20,836.25	Ozark EMS	1388/1392	\$ 204,321.25	\$ 20,836.25	\$ -
				Daleville	349	\$ 66,956.00	\$ 17,669.35	
				Clayhatchee				
				Level Plains	contract w/ enterprise	\$ 1,500.00	\$ 1,500.00	
23%	\$ -	\$ 19,169.35	\$ 19,169.35			+	\$ 19,169.35	\$ -
				Ariton	72/74	\$ 4,937.45	\$ 4,167.25	
				Marley Mill *	49/51	\$ 254.09	\$ 254.09	
10%	\$ 7,561.49	\$ 8,334.50	\$ 15,895.99			\$ 5,191.54	\$ 4,421.34	\$ 11,474.65
				Skipperville				
				Echo	701/706	\$ 22,400.46	\$ 13,335.20	
				Choctawhatchee				
				Ewil				
16%	\$ -	\$ 13,335.20	\$ 13,335.20			\$ 22,400.46	\$ 13,335.20	\$ -
				Newton (30%) Contract with Ozark Jan 24		see ozark	\$ 5,750.81	
				Pinckard (30%) Contract with Echo Jan 24		see Echo	\$ 5,750.81	
				Midland City (30%) Contract with Echo Jan 24		see Echo	\$ 5,750.81	
				Grimes (5%) Contract with Echo Jan 24		see Echo	\$ 958.47	
				Napier Field (5%) Contract with Echo Jan 24		see Echo	\$ 958.47	
23%	\$ -	\$ 19,169.35	\$ 19,169.35			\$0.00	\$ 19,169.35	\$ -
			\$ 7,561.49	\$ 80,844.65	\$ 88,406.14			
			\$ 7,561.49	\$ 80,844.65	\$ 88,406.14			

Total to distribute this period	\$ 80,844.65
Total carryover	\$ 7,561.49
	\$ 88,406.14

Total Funds for Current Quarter	3% for Rev Comm
\$ 83,345.00	\$ 2,500.35
Total qtr distribution	\$ 80,844.65

\$ 88,406.14	total EMS funding to distribute
\$ 88,406.14	Total on Books 705-23600-000
\$ -	difference

Total to Pay Out:	\$ 76,931.49
Total Ending Balance:	\$ 11,474.65

Exhibit 3



Dale County Commission

FSA ADMINISTRATION PROPOSAL

Prepared for:
Cheryl Ganey

Email: cheryl.ganey@dalecountyal.gov

ABA Sales Contact Information:

Rick Herring

Phone: (205) 335-8503

Email: rick@americanbenefitadministrators.com

Darell Eidson

Phone: (205) 335-8502

Email: darell@americanbenefitadministrators.com

American Benefit Administrators
P.O. Box 380844 Birmingham, AL 35238
Toll free 866.742.4900

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www.americanbenefitadministrators.com

American Benefit Administrators (ABA) is an independent third-party administrator of employee benefit programs and a purveyor of real benefits for real, unique businesses. Here, real benefits mean more than just “employee benefits.”

Real benefits are easy-to-manage, flexible, tailor-made solutions built on a start-to-finish client connection that makes HR administration more efficient and employees more satisfied participants.

Real benefits are an ideology of a partnership that isn’t short sighted or opportunistic; one that isn’t about bells, whistles, over-hyped solutions, or over-promised technologies.

ABA ADVANTAGES

- Over 80 years of combined employee benefit and compliance experience
- Commitment to low operating expenses and affordable pricing options
- On shore, highly responsive customer service excellence with transparency and accountability
- Endorsement of technology offering speed and 24/7/365 accessibility
- Commitment to our clients, employees & community to be the best service provider in the market.
- Dedicated implementation and support team focused on providing high quality service to you and your employees

For us, real benefits are a way of business and a tradition of excellence.

AT ABA —WE DELIVER MORE THAN JUST BENEFIT

Flexible Spending Accounts (FSA)

A **Flexible Spending Account (FSA)** is one of a number of tax-advantaged financial accounts that can be set up through a cafeteria plan of an employer. An FSA allows an employee to set aside a portion of earnings to pay for qualified expenses as established in the cafeteria plan, most commonly for medical expenses but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in payroll tax savings.

American Benefit Administrators will manage all aspects of administration and work closely with employers to ensure seamless Plan implementation, best plan design and administration in the co-employment environment, accurate ongoing administration, and dependable compliance.

- Dedicated Account Management
- ABA Debit Card, Claim Forms, Receipt Verification
- Email Alerts
- Mobile Application
- Web Access to Account Transactions and Balance
- Toll Free Customer Service
- IVR Phone Access
- Daily Reimbursements (M-F by Check or Direct Deposit)
- Daily Point-of-Service Reimbursement (ABA Debit Card)
- Third Quarter Account Balance Notifications
- IRS Form 5500 Annual Participant Count Report - upon request
- Non-Discrimination Testing Assessment

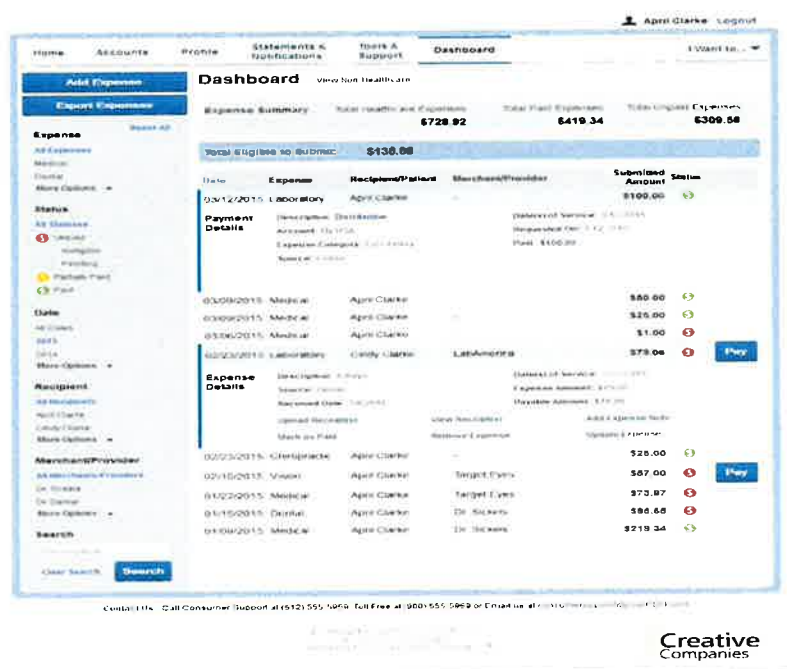


Participant Account Management

The Consumer Portal allows participants to become fully engaged in their benefit accounts. They may enroll in benefits, view information, store health expense data and receipts, file claims, file distribution requests, initiate a provider payment, manage their profile, view notifications, access forms, repay ineligible expenses by EFT and link to other helpful resources.

- View all account balance, history, and transaction detail: View the balance of each account, status of historical and pending activity from contributions and funding sources, including claims, bill-pay and debit card transactions.
- Transact with account: Request claim reimbursements, online bill-pay, distributions to own bank account.

- Manage personal information and communication options: View/Update personal data, sign up for and manage direct deposit and card status, sign up for text and e-mail communications.
- Utilize the Consumer Dashboard, which consolidates all-expense driven reimbursements from any plan, expenses logged within the online or mobile applications, debit card transactions, and bill pay distributions attributable to health expenses. The consumer may easily filter, organize, export, and pay expenses directly from the dashboard



Employer Account Management

- Enrollments, terminations and election updates; if there are less than 50 enrolled participants the employer will be responsible for entry into the employer portal, when there are more than 50 enrollments participants the employer will submit to ABA using the ABA Enrollment Excel Spreadsheet for ABA processing with the employer being responsible for the review of any errors, when there are 200+ enrolled participants EDI file transmission would be utilized. ABA is already integrated with UKG and Employee Navigator on participant demographic and enrollment file feeds.
- Payroll files will be needed for this plan type unless there is only one payroll schedule, when there is one payroll schedule ABA will automatically post contributions based on the annual election. If there is more than one payroll schedule ABA will provide the ABA Payroll Deduction Excel Spreadsheet for employer processing through the employer portal if there are less than 50 enrolled participants, when there are more than 50 enrollment participants the employer will submit to ABA using the ABA Payroll Deduction Spreadsheet for ABA processing with the employer being responsible for the review of any errors, where there are 200+ enrolled participants EDI file transmission would be utilized. ABA is already integrated with UKG on payroll file feeds.
- ABA will pull funding from your designated bank account based on claims that have been approved detail reports are available in the employer portal to aid in account reconciliation.

Flexible Spending Accounts (FSA)

The following FSA Plan types are included in the **FSA pricing**: Healthcare FSA, Dependent Care FSA, Limited Purpose FSA, and Commuter Benefit (Transit & Parking)

One-time Setup Fee: \$300.00

Includes: Data Setup, Banking Setup, Enrollment Data Imports and System Entry, ABA Debit Card, Employer Setup, Participant Online Accounts Setup

Annual renewal Fee:\$250.00

The annual fee includes one or any of the administrative services provided from ABA. Includes: Plan Document, SPD, IRS Form 5500 Annual Participant Count Report, Adoption Resolutions, and Plan Document Amendments. Annual Non-Discrimination testing assessment, the assessment includes Eligibility Test, Key Concentration, Benefits Test, Dependent Care 55% Average and 5% Owner Dependent Care. We do not test component benefit plan eligibility.

Monthly FSA Administration: \$4.50 per participant, per month

Monthly Commuter Benefit Administration: \$4.50 per participant, per month

Monthly Minimum: \$250.00

American Benefit Administrators Flexible Spending Account Services Agreement

RECITALS

- A. Dale Co. Inc. ("Employer") has established certain employee benefit programs, including one or more of the following: a health flexible spending arrangement ("Health FSA") under Code § 125 and a dependent care assistance program ("DCAP") under Code § 129. The Health FSA and the DCAP are each offered under a cafeteria plan under Code § 125.
- B. Employer has requested American Benefit Administrators ("TPA") to act as its agent for the payment of certain benefits and to furnish certain administrative services for one or more of the Health FSA and DCAP as described in this agreement (collectively, the "Program"). TPA shall provide such services as agent of Employer and agent of the Program.
- In consideration of the mutual promises contained in this agreement, Employer and TPA agree as follows.

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term

The effective date of this Agreement is 01-01-26 ("Effective Date"). The initial term shall be the initial twenty-four (24) month period commencing on the Effective Date; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 6.8.

1.2 Scope of Undertaking

Employer has sole and final authority to control and manage the operation of the Program. TPA is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of the Employer. Nor shall the TPA and Employer be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor. TPA does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act of omission or breach of duty by Employer. Nor is TPA in any way to be deemed insurer, underwriter or guarantor with respect to any benefits payable under the Program. TPA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Program. Nothing herein shall be deemed to constitute TPA as a party to the Program or to confer upon TPA any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon TPA any obligation to any employee of Employer or any person who is participating in the program ("Participant").

1.3 Definitions

- "Agreement" means this TPA Services Agreement, including all Appendices hereto.
- "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- "Code" means the Internal Revenue Code of 1986, as amended.
- "DCAP" has the meaning given in the Recitals.
- "Eligibility Reports" have the meaning described in Section 2.3.
- "Employer" has the meaning given in the Recitals.
- "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- "Effective Date" has the meaning given in Section 1.1.
- "Health FSA" has the meaning given in the Recitals.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.
- "Named Fiduciary" means the named fiduciary as defined in ERISA § 401(a)(1).
- "Participant" has the meaning given in Section 1.2.
- "Protected Health Information" or "PHI" has the meaning assigned to such term under HIPAA.
- "Plan" means the Health FSA or DCAP, as applicable.
- "Plan Administrator" means the administrator as defined in ERISA § 3(16)(A).
- "Program" and "TPA" have the meanings given in the Recitals.

ARTICLE II. EMPLOYER RESPONSIBILITIES**2.1 Sole Responsibilities**

- (a) *General.* Employer has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing, and interpreting the provisions of the Program and making all determinations there under. Employer gives TPA the authority to act on behalf of Employer in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by Employer and TPA. All final determinations as to a Participant's eligibility to the Program or entitlement to Program benefits are to be made by Employer, including any determination upon appeal of a denied claim for Program benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Program benefits for the purposes of ERISA.
- (b) *Examples.* Without limiting Employer's responsibilities described herein, it shall be Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or government returns (including Form 5500 returns) relating to the Plans; determine if and when a valid election change has occurred; handle Participant claim appeals; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plan in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Code and other applicable federal and state laws.

2.2 Service Charges; Funding

Employer shall pay TPA the service charges set forth in the Appendices hereto, as described in Article V. Employer shall promptly fund an account maintained for the payment of Program benefits as described in Article IV.

2.3 Information to TPA

Employer shall furnish the information requested by TPA as determined necessary to perform TPA's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Such information shall be provided to TPA in the time and in the manner agreed to by Employer and TPA. TPA shall have no responsibility with regard to benefits paid in error due to Employer's failure to timely update such information. From time to time thereafter, but no more frequently than monthly, TPA shall provide Employer with update reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by electronic medium unless otherwise agreed by the parties. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and shall bear the burden of proof in any dispute with TPA relating to the accuracy of any Eligibility Report. TPA shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report, and TPA shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to TPA as a consequence of Employer failing to review Eligibility Reports for accuracy. TPA shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information. Such Eligibility Reports shall be considered PHI and subject to the privacy rules under HIPAA and Section 3.11 of this agreement.

2.4 Plan Documents

Employer is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide TPA with all relevant documents, including but not limited to, the Program documents and any Program amendments. Employer will notify TPA of any changes to the Program at least thirty (30) days before the effective date of such changes. Employer acknowledges that TPA is not providing tax or legal advice and that Employer shall be solely responsible for determining the legal and tax status of the Program.

2.5 Liability for Claims

Employer is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. TPA does not insure or underwrite the liability of Employer under the Program. Except for the expenses specifically assumed by TPA in this Agreement, Employer is responsible for all expenses incident to the Program.

2.6 Indemnification

Employer shall indemnify TPA and hold it harmless from and against all loss, liability, damages, expense, attorneys' fees or other obligations, resulting from, or arising out of, any act or omission of Employer in connection with the Program or claim, demand, or lawsuit by Program Participants and beneficiaries against TPA in connection with benefit payments or services performed hereunder. In addition, Employer shall indemnify TPA and hold it harmless from and against any liability, expense, demand, or other obligation, resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Program or Employer is liable. Employer shall also have the indemnification obligation described in Section 3.3.

2.7 Medical Records

Employer shall, if required by law or regulation, notify each Participant and provide each Participant with an opportunity to opt out (if required) or 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 the Gramm-Leach-Bliley Act) to permit Employer and/or TPA to perform their obligations under this Agreement.

2.8 HIPAA Privacy

Employer shall provide TPA with notice of the privacy practices that Employer produces in accordance with HIPAA, as well as any subsequent changes to such notices. Employer shall provide TPA with any changes to, or revocation of, permission by a Participant to use or disclose PHI if such changes affect TPA's permitted or required uses or disclosures. Employer shall notify TPA of any restriction to the use or disclosure of PHI that Employer has agreed to in accordance with the privacy rules under HIPAA. Employer shall not request TPA to use or disclose PHI in any manner that would not be permissible under the privacy rules under HIPAA if done by Employer, except that TPA may use or disclose PHI for purposes of data aggregation and the management and administrative activities of TPA, as provided in Section 3.11 of this Agreement.

ARTICLE III. TPA RESPONSIBILITIES**3.1 Sole Responsibilities**

TPA's sole responsibilities shall be described in the Agreement (including obligations listed in any Appendix to this Agreement). TPA generally provides certain reimbursement and record keeping services, as describer further below.

3.2 Service Delivery

TPA shall provide Customer Service personnel during normal business hours as determined by TPA and shall provide online administrative services twenty-four (24) hours per day, seven (7) days per week. TPA shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required

in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment of decree.

3.3 Benefits Payment

TPA shall, as agent of Employer, operate under the express terms of this Agreement and the Program. TPA shall initially determine if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner, to Participants as set forth in Article III and Article IV, TPA shall have no duty or obligation with respect to administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Employer agrees that: (a) TPA has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-off claims submitted after the Effective Date) and maintaining legally required records of all Prior substantiation requirements; and (c) Employer shall indemnify and hold TPA harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

3.4 Reporting

TPA shall make available to Employer each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month. For purposes of Employer's Health FSA, Employer must provide certification that the plan document requires the Employer to comply with applicable privacy rules under HIPAA before TPA will make available the reports provided for in this Section to Employer. TPA shall also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month. For purposes of Employers' Health FSA, Employer is responsible for ensuring that any beneficiary of the Participant for whom a claim has been submitted to the Health FSA has agreed to the disclosure of his or her PHI to the Participant, if required by the privacy rules under HIPAA.

3.5 Claims Appeals

TPA shall refer to Employer or its designee, for final determination, any claim for benefits on coverage that is appealed after initial rejection by TPA or any class of claims that Employer may specify, including: (a) any question of eligibility or entitlement of the claimant for coverage under the Program; (b) any question with respect to the amount due; or (c) any other appeal.

3.6 Additional Documents

If Employer requests, and Employer and TPA mutually agree upon payment of applicable fees, then TPA shall furnish Employer: (a) sample documents to be reviewed by Employer with its legal counsel, for creation of customized documentation for the Program to be approved and executed by Employer, including board resolutions, summary plan descriptions (SPDs), plan documents and plan amendments (if any); and (b) sample administrative forms needed for TPA to perform under this Agreement.

3.7 Record keeping

TPA shall maintain, for the duration of the Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that TPA has prepared or that has otherwise come within its possession. These books, records and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at TPA's offices with reasonable prior notice. If this Agreement terminates, TPA may deliver, or at Employer's request, will deliver all such books, records and documents to Employer, subject to TPA's right to retain copies of any records it deems appropriate. Employer shall be required to pay TPA reasonable charges for transportation of duplication of such records.

3.8 Standard of Care; Erroneous Payments

TPA shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If TPA makes any payment under the Agreement to an ineligible person, or if more than the correct amount is paid, TPA shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, TPA will not be liable for such payment, unless TPA would otherwise be liable under another provision of this Agreement.

3.9 Notices to Participants

TPA shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices as required by state and/or federal law (including the Gramm-Leach-Bliley Act).

3.10 Compliance With Privacy Rules Under HIPAA

Capitalized terms used in this Section (but not otherwise defined in this Agreement) shall have the same meaning as defined in 45 C.F.R. §§ 160.103 and 164.501. Upon HIPAA's applicability date with regard to Employer's Health FSA, the following provisions will apply:

- (a) *General Responsibilities as a "Business Associate."* TPA recognizes that it is considered a "Business Associate" with regard to Employer's Health FSA for purposes of the privacy rules under HIPAA.
 1. TPA agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
 2. TPA agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement.
 3. TPA agrees to mitigate, to the extent practicable, any harmful effect that is known to TPA of a use or disclosure of PHI by TPA in violation of the terms of this Agreement.
 4. TPA agrees to report to Employer any use or disclosure of PHI not provided for by this Agreement.
 5. TPA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by TPA on behalf of Employer agrees to the same restrictions and conditions that apply throughout this Agreement to TPA with respect to such information.
 6. TPA agrees to provide access, at the request of Employer, and in the time and manner designated by Employer, to PHI in a Designated Record Set, to Employer or, as directed by Employer, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.
 7. TPA agrees to make any amendment(s) to PHI in a Designated Record Set that Employer directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Employer or an Individual, and in the time and manner designated by Employer.
 8. TPA agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by TPA on behalf of Employer available to Employer, or at the request of Employer, to the Secretary, in the time and manner designated by Employer or the Secretary, for purposes of the Secretary determining Employer's compliance with the privacy rules under HIPAA.
 9. TPA agrees to document such disclosures of PHI and information related to such disclosures as would be required for Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 10. TPA agrees to provide to Employer or an Individual, in the time and manner designated by Employer, information collected in accordance with Section 3.11(a)(9) to permit Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 11. In the event that TPA conducts Standard Transactions with or on behalf of the Health FSA, TPA will comply with the requirements in 45 C.F.R. Part 162. TPA will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162.

12. TPA will comply with any applicable provisions of the HIPAA Security Standard Requirements (as set forth in 45 C.F.R. parts 160, 162 and 164) as of the applicable regulatory compliance date and will ensure that any agents or subcontractors that assist TPA agree in writing to comply with the HIPAA Security Standard Requirements. If the Security Standard Requirements require the Health FSA to include additional specific contractual provisions in this Agreement, the TPA agrees to renegotiate this provision in good faith prior to such compliance date
- (b) *Permitted Uses and Disclosures by TPA.* TPA may use and disclose any PHI on behalf of, or to provide services to Employer, as specified in this Agreement; for the proper management and administration of TPA; to carry out the legal responsibilities of TPA; and to provide data aggregation services to Employer. Notwithstanding the foregoing, such use and disclosure of PHI may not violate the privacy rules of HIPAA.
 - (c) *Amendment to Comply with Privacy Rules.* TPA agrees to amend this Section as is necessary from time to time to comply with the requirements of the privacy rules under HIPAA.
 - (d) *Termination of Agreement.* TPA agrees to termination of this Agreement by Employer if the terms of this Section are violated. In addition, at termination of this Agreement, TPA agrees to return or destroy all PHI received by TPA under this Agreement or, to the extent that it is not feasible, to continue to limit the further uses and disclosures of that information as provided by this Section.

3.11 Non-Discretionary Duties; Additional Duties

TPA and Employer agree that the duties to be performed hereunder by TPA are non-discretionary duties. TPA and Employer may agree to additional duties in writing as may be specified in the Appendices from time to time.

ARTICLE IV. BENEFIT PROGRAM PAYMENT; EMPLOYER'S FUNDING RESPONSIBILITY

4.1 Payment of Benefits

Employer authorizes TPA to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of Employer for the payment of Program benefits. The Program bank account and its funds will belong to the Employer. All bank service charges resulting from the ordinary administration of the Program will be borne by the Employer. Each week or at such other interval as mutually agreed upon, TPA will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the bank account the amount needed for the payment of Program benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 4.1. TPA shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Program funds to or on behalf of Participants in payment of approved claims.

4.2 Funding of Benefits

Fund for any payment on behalf of the Participants under the Program, including but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of Employer, and Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payment to Participants under the Program, including claims for reimbursement for covered expenses, where such expenses are incurred and the claim is presented for payment during the term of this Agreement. Any insufficient funds will carry additional fees to the Employer and/or may result in termination of services.

ARTICLE V. TPA COMPENSATION

5.1 Service Charges

The amounts of monthly service charges of TPA are described in the Appendices. TPA may change the amount of such charges by providing at least thirty (30) days written or electronic notice to Employer. TPA may also change the monthly service charges as of the date any change is made in the Program.

5.2 Billing of Charges

All service charges of TPA, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

5.3 Payment of Charges

All charges under this Article B shall be determined by TPA and billed to Employer monthly. Alternatively, if so agreed by the parties, TPA may deduct payment from monthly service charges from the bank account maintained by Employer as described in Article IV. Employer shall make payment to TPA within ten (10) business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account maintained by Employer as described in Article IV.

ARTICLE VI. GENERAL PROVISIONS**6.1 Severability; Headings**

If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in the Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.2 Compliance; Non-Waiver

Failure by Employer or TPA to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 6.3.

6.3 Assignment; Amendment

Neither Employer nor TPA can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of Employer and TPA.

6.4 Audits

Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. An agent of either party may perform audits provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse TPA for TPA's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports, as the other party shall reasonable request.

6.5 Non-Disclosure of Proprietary Information

- (a) *General.* Employer and TPA each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and TPA agree that each party shall; (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) shall not use confidential information of the other

party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

- (b) *Confidential Information Defined.* Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof; (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records and correspondence concerning the parties' respective businesses or finances. The terms and conditions of the Section 6.5 shall survive the termination of this Agreement.

6.6 Arbitration

Any controversy or claim arising out of or relating to this Agreement between Employer and TPA, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in ALABAMA.

6.7 Notices and Communications

- (a) *Notices.* All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

- (b) *Addresses.*

Employer's address for notices as described above is: _____

TPA's address for notices as described above is: **PO Box 380844, Birmingham, AL 35238.**

- (c) *Communications.* Employer agrees that TPA may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer ("Named Contact") and specifically agrees to indemnify TPA and hold it harmless; (a) for any such communications directed to Employer through the Named Contact attempted via fax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (b) from any claim for the improper use or disclosure of any health information by TPA where such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

6.8 Termination of Agreement

- (a) *Automatic.* This Agreement shall automatically terminate as of the earliest of the following; (i) the effective date of any legislation which makes the Program and/or this Agreement illegal; (ii) the date Employer becomes insolvent, or bankrupt, or subject to liquidation or receivership or (iii) the termination date of the Program, subject to any agreement between Employer and TPA regarding payment of benefits after the Program is terminated.
- (b) *Optional.* This Agreement may be terminated as of the earliest of the following; (i) by TPA upon the failure of Employer to pay any charges within ten (10) business days after they are due and payable as

provided in Article V; (ii) by TPA upon the failure of Employer to perform its obligations in accordance with this Agreement, (iii) by Employer upon the failure of TPA to perform its obligations in accordance with this Agreement, including the provisions of Section 3.11; or (iv) by either Employer or TPA, as of the end of the term of this Agreement, by giving the other party thirty (30) days written notice.

- (c) *Limited Continuation After Termination.* If the Program is terminated, Employer and TPA may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Program benefit, expense or claims incurred prior to the date of Program termination. In addition, if this Agreement is terminated while the Program continues in effect, Employer and TPA may mutually agree in writing that this Agreement shall continue for the purposes of payment of any claims for which request for reimbursements have been received by TPA before the date of such termination. If this Agreement is continued in accordance with this subsection (c), employer shall pay the monthly service charges incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's service charge.
- (d) *Survival of Certain Provisions.* Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality and privacy provisions of the Agreement shall survive its termination.

6.9 Complete Agreement; Governing Law

This Agreement (including the Appendices) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties. This agreement shall be construed, enforced and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, Employer and TPA have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

American Benefit Administrators as TPA

_____ as Employer

Dale County Commission

By (authorized signature): Richard Herring

By (authorized signature):

Richard Herring

Steve McKinrow

Title: Owner _____

Title:

Steve McKinrow, Chairman

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into as of the 28 day of Oct, 2025 ("Effective Date") by and between Dak Co. Co. (Company Name) on behalf of the _____ COMPANY GROUP HEALTH PLAN(S) NAME) with a principal place of business at _____ ("Covered Entity") and the American Benefit Administrators, LLC division of Patriot Growth Insurance Services, LLC with a principal place of business at 246 Inverness Center Drive, Birmingham AL 35242 ("Business Associate"). (Covered Entity and Business Associate may be individually referred to as the "Party" and collectively referred to as the "Parties.")

WITNESSETH

WHEREAS, Business Associate performs functions, activities, or services (the "Services") to, or on behalf of, Covered Entity that may involve access by Business Associate to Protected Health Information ("PHI"). Such Services are identified more fully in a separate agreement between the Parties "Service Agreement")

WHEREAS, Business Associate acknowledges that it is directly subject to certain requirements of the HIPAA Privacy, Security, and Breach Notification Rules (the "HIPAA Rules") including 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of HIPAA;

WHEREAS, this Agreement is intended to ensure that Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI that Business Associate may create, receive, maintain or transmit in connection with the Services, consistent with the standards set forth in regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, including without limitation the amendments in the American Recovery and Reinvestment Act of 2009 ("ARRA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and all implementing regulations, ("HIPAA");

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties hereto agree as follows:

I. Definitions.

Terms used in this Agreement but not otherwise defined, shall have the same meaning as those terms in the HIPAA Rules. Such terms include but are not limited to the following Business Associate, Covered Entity, Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information ("Unsecured PHI"), and Use.

II. Obligations and Activities of Business Associate.

Business Associate agrees to:

- A. Not Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- B. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent Use or Disclosure of PHI other than as provided for by this Agreement. In doing so, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA, conducting a security risk assessment, and training Business Associate employees who will have access to PHI with respect to the policies and procedures required by HIPAA;
- C. Report to Covered Entity any Use or Disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 CFR §164.410, and any Security Incident of which it becomes aware, or through the existence of reasonable diligence should become aware. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of any unauthorized Disclosure of PHI by Business Associate or its agents or Subcontractors;
- D. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information in accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2);
- E. Abide by the following with regard to Individuals' access to PHI:
 - 1. In order to allow Covered Entity to respond to a request by an Individual for access pursuant to 45 CFR §164.524, Business Associate, shall, within fifteen (15) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set. If PHI is stored offsite, PHI shall be made available to Covered Entity within twenty (20) days of Business Associate's receipt of written request.
 - 2. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within ten (10) business days. Before forwarding any PHI to Covered Entity, Business Associate shall indicate in the Designated Record Set any

material it deems unavailable to the Individual pursuant to 45 CFR §164.524.

3. Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR §164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

F. Abide by the following with regard to amendment of PHI:

1. In order to allow Covered Entity to respond to a request by an Individual for an amendment pursuant to 45 CFR §164.526, Business Associate shall, within twenty (20) business days of a written request by Covered Entity for an amendment to PHI about an Individual contained in a Designated Record Set, make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set.
2. In the event any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within ten (10) business days of the receipt of the request. Before forwarding any PHI to Covered Entity, Business Associate shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 CFR §164.526.
3. Any denial of amendment to PHI determined by Covered Entity pursuant to 45 CFR §164.526 (and conveyed to Business Associate by Covered Entity) shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.
4. Within twenty (20) business days of receipt of a request from Covered Entity to amend an Individual's PHI in the Designated Record Set, Business Associate shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR §164.526.

G. Abide by the following with regard to accounting of Disclosures:

1. In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 CFR §164.528, Business Associate shall, within fifteen (15) business days of a written request by Covered Entity for an accounting of Disclosures of PHI about an Individual, provide such accounting to Covered Entity.
2. At a minimum, Business Associate shall provide the following information regarding all Disclosures in the accounting: (i) the date of each Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of each Disclosure.

3. In the event any Individual requests an accounting of Disclosure of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within ten (10) business days.
 4. Business Associate shall implement an appropriate recordkeeping process and may develop other reasonable processes and procedures to handle requests from Individuals, including a requirement that requests be made in writing, the creation of a form for use by Individuals in making such requests, and the right to charge the individual a reasonable cost-based fee to the extent consistent with 45 CFR §164.524.
 5. Business Associate shall support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 CFR §164.528.
- H. Comply with the requirements under Subpart E of 45 CFR Part 164 ("Subpart E") that apply to the Covered Entity in the performance of its obligation(s) to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E;
- I. Permit the Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity in order to ensure that Covered Entity is in compliance with the requirements of the Privacy Rule.
- J. Comply, and require any applicable Subcontractor to comply, with each applicable requirement of the Electronic Transactions Rule and any operating rules adopted by HHS with respect to such transactions if Business Associate (or any applicable Subcontractor) conducts electronic transactions on behalf of Covered Entity for which HHS has established standards.
- K. Not engage in any sale of PHI and not Use or Disclose Genetic Information for underwriting purposes as defined by or in violation of the HIPAA Rules.
- L. VACATED
- M. Comply with the Part 2 Final Rule addressing the Confidentiality of Substance Use Disorder ("SUD") Patient Records:
1. If Business Associate does not receive patient identifying information that is protected by Part 2 ("Part 2 Information"), the obligations in this Section will not apply.
 2. To the extent that in performing its services for or on behalf of Covered Entity, Business Associate receives, stores, Uses, processes, Discloses, Maintains, transmits or otherwise deals with Part 2 Information, Business

Associate acknowledges agrees that for the purpose of such federal law it: is bound by Part 2;

(ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by Part 2;

(iii) will implement appropriate safeguards to prevent unauthorized Uses and Disclosures consistent with its obligations in the Agreement;

(iv) will limit its requests, uses, and disclosures of Part 2 Information to the minimum amount necessary to carry out the services; and

(v) will report any unauthorized Uses, Disclosures, or breaches of Part 2 Information to Covered Entity consistent with its obligations in the Agreement.

3Business Associate will only redisclose Part 2 Information without patient consent to a Subcontractor if:

(i) the Part 2 Information is necessary for Subcontractor to assist Business Associate with providing the services;

(ii) the Subcontractor agrees to the same obligations set forth in this Section with respect to the Part 2 Information; and

(iii) the Subcontractor only further discloses the Part 2 Information back to Business Associate or Covered Entity, unless otherwise permitted by Part 2.

III. Permitted Uses and Disclosures by Business Associate.

A. Business Associate may Use, Disclose and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity participates, in order to:

1. Assist in the proper management and administration of Business Associate and/or to carry out the legal responsibilities of Business Associate.
2. Perform the Services set forth in the Services Agreement or as identified in this Agreement.
3. Create de-identified information and/or Summary Health Information in conformance with HIPAA.
4. Provide data aggregation services on behalf of the Covered Entity.
5. Assist with other functions as determined necessary by the Covered Entity or as Required by Law.

- B. Business Associate warrants that Business Associate, its agents, and any Subcontractors shall not Use or Disclose PHI other than as permitted or required by this Agreement or Required by Law and shall not Use or Disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if Used or Disclosed in such manner by Covered Entity.
- C. Business Associate agrees to make any Use, Disclosure, or request for PHI consistent with Covered Entity's Minimum Necessary policies and procedures. Covered Entity further understands and acknowledges that, to the extent Business Associate requests that Covered Entity Disclose PHI to Business Associate, such request is only for the Minimum Necessary PHI for the accomplishment of the Business Associate's purpose.
- D. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E if done by Covered Entity.

IV. Obligations of Covered Entity.

- A. Covered Entity warrants that Covered Entity, its directors, officers, subcontractors, employees, affiliates, agents, and representatives (i) shall comply with each applicable requirement of the HIPAA Rules, including its Use or Disclosure of PHI; (ii) shall not Use or Disclose PHI in any manner that violates applicable federal and state laws; (iii) shall not request Business Associate Use or Disclose PHI in any manner that violates applicable federal and state laws if such Use or Disclosure were done by Covered Entity; and (iv) may only request Business Associate Disclose PHI directly to another party only for the purposes allowed by the Privacy Rule.
- B. 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 PHI or its obligations under this Agreement.
- C. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI or its obligations under this Agreement.
- D. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI 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 PHI or its obligations under this Agreement.
- E. In accordance with Section II (E) (F) and (G) and to allow Business Associate to perform its duties as stated in those Paragraphs, Covered Entity shall notify Business Associate within five (5) business days of certain requests by Individuals (a) for access to PHI contained in a Designated Record Set, (b) to amend PHI contained in a Designated Record Set, or (c) for an accounting of certain disclosures

of PHI. Covered Entity agrees that it shall only forward such requests to Business Associate if Covered Entity itself cannot properly handle such request.

- F. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E if done by Covered Entity.

V. Disclosure to Third Parties.

- A. Business Associate shall obtain and maintain an agreement with each Subcontractor and agent that has or will have access to PHI, which is received from or created or received by Business Associate on behalf of Covered Entity. Pursuant to such agreement, any such Subcontractor and agent of Business Associate agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to the Agreement with respect to PHI.
- B. Business Associate shall also (i) obtain reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and only Used or further Disclosed as Required by Law or for the purpose for which it was Disclosed; and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

VI. Reporting of Breaches and Improper Disclosures.

- A. In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, Discloses or otherwise holds or Uses on behalf of Covered Entity, Business Associate shall report such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period.
- B. Notice of a Breach shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed during the Breach. Business Associate shall also provide Covered Entity with any other available information that the Covered Entity is required to include in its notification to the Individual under 45 CFR §164.404(c) within the period set forth in the preceding paragraph or promptly thereafter as information becomes available. Such information may include the date of the Breach, the scope of the Breach, Business Associate's response to the Breach, the identification of the party responsible for causing the Breach, if known, and any other information required by the applicable regulations. Absence of any of the above information will not be cause for Business Associate to delay the report to Covered Entity.
- C. Business Associate shall maintain such documentation as necessary to demonstrate that all required notifications to Covered Entity were made or that notification was

not required as set forth in the HIPAA Rules. Furthermore, Business Associate shall adhere to the administrative requirements set forth in 45 CFR §164.414 as they relate to the Breach notification rules.

- D. In the event of any Security Incident or other Use or Disclosure that does not constitute a Breach, but that is an unauthorized or improper Use or Disclosure of any PHI under this Agreement or applicable any law of which Business Associate becomes aware, Business Associate shall report to Covered Entity such Security Incident or other unauthorized or improper Use or Disclosure as soon as practicable, but in no event later than thirty (30) business days of the date on which Business Associate becomes aware of such Security Incident or improper Use or Disclosure. In such event, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to Business Associate of such unauthorized or improper Use or Disclosure.

VII. Term and Termination.

- A. This Agreement shall become effective on the Effective Date and remain effective for as long as Business Associate is providing the Services or until the expiration of any Service Agreement, unless terminated sooner in accordance with this Agreement.
- B. Where either Party has knowledge of a material breach of this Agreement by the other Party and cure is possible, the non-breaching Party shall provide the breaching Party with an opportunity to cure. Where said breach is not cured within thirty (30) calendar days of the breaching Party's receipt of notice from the non-breaching Party of said breach, the non-breaching Party may terminate this Agreement.

VIII. Return/Destruction of PHI Upon Termination.

- A. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. If feasible, return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 4. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same

conditions set out in Section III of this Agreement which applied prior to termination; and

5. If feasible, return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- B. To the extent that return or destruction of PHI is not feasible as set forth above, Business Associate shall extend the protections and safeguards of this Agreement to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Services, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.

IX. Miscellaneous.

- A. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.
- B. **Governing Law.** This Agreement shall be construed and enforced according to HIPAA, and the laws of the state of AL (other than its laws respecting choice of law) to the extent not preempted by HIPAA.
- C. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
- D. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of HIPAA.
- E. **Complete Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein, related to the subject matter of the Agreement. Unless expressly provided otherwise herein, this Agreement may not be modified unless in writing signed by the duly authorized representatives of both Parties. If any provision or part thereof is found to be invalid, the remaining provisions shall remain in full force and effect.
- F. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the successors and assigns of the Parties. However, this Agreement is not assignable by either Party without the prior written consent of the other Party, except that Business Associate may assign or transfer this Agreement to any entity owned by or under common control with Business Associate.

- G. **Indemnification.** Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper Use or Disclosure of PHI or other breach of or failure to perform its obligations under this Agreement.
- H. **No Third Party Beneficiaries.** The Parties agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, or obligations or liabilities whatsoever.
- I. **Survival.** The respective rights and obligations of the Parties, as applicable, under Sections VII, VIII and IX.G of this Agreement shall survive the termination of this Agreement.
- J. **Remedies.** The Parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either Party has actual notice of an intended breach, such Party shall be entitled to a remedy of specific performance and/or injunction enjoining the other Party from violating or further violating this Agreement. The Parties agree the election of the Party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such Party may have to recover damages.
- K. **Independent Contractor Relationship.** Regarding its duties and responsibilities hereunder, Business Associate shall have the status of an independent contractor with respect to Covered Entity.
- L. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original.
- M. **Waiver.** The failure of Covered Entity or Business Associate to enforce or insist upon any of the applicable provisions of this Agreement shall not be construed as a waiver of Covered Entity's or Business Associate's rights hereunder unless it is in writing and signed by a duly authorized officer of Covered Entity and Business Associate. A waiver with respect to one event shall not be construed as continuing, or as a bar to, or a waiver of any right or remedy as to subsequent events.
- N. **Notices.** All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties

shall be as follows; or as otherwise designated by any Party through notice to the other Party:

If to Covered Entity:

If to Business Associate:

Caroline Smith, Privacy Officer
Patriot Growth Insurance Services, LLC
501 Office Center Dr., Suite 215
Fort Washington, PA 19034

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

<p>Covered Entity: <u>Dale County Comm</u> By: <u>Steve McKinney</u> Print: <u>Steve McKinney</u> Title: <u>Chairman</u> Date: <u>10-28-25</u></p>	<p>Business Associate: _____ By: <u>Richard Herring</u> Print: Richard Herring Title: Owner _____ Date: 06/28/2025 _____</p>
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