

Responder Health powered by Armor Up America Consulting Agreement

THIS AGREEMENT is entered into as of October 1, 2023, by and between Jack County, an entity located in Jack County, Texas hereinafter referred to as "CLIENT," and Armor Up America, a limited liability company incorporated in West Virginia, hereinafter referred to as "CONSULTANT."

In consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Definitions

- 1.1 "Participants" shall refer to CLIENT's First Responders and First Responder Dependents and at specific times may also include those individuals listed within the various Programs in Exhibit "A," which may include: HR/Benefits team members, Chief of Police and Fire Chief (or their respective designees), Peer Support Leadership, employees of CLIENT working to administer and/or communicate the Program).
- 1.2 "First Responders" shall mean sworn police officers, sworn firefighters, dispatchers, lead dispatchers, police service officers, community service officers, and selected non-sworn personnel in the police or fire departments, who, in the course of their professional duties with CLIENT, respond to fire, medical, criminal, hazardous material, or other similar emergencies.
- 1.3 "Dependents" shall mean spouses and children of First Responders.
- 1.4 "Peer Support Leadership" shall mean those individuals employed by, or representing, CLIENT who implement, or will oversee the implementation of, CLIENT's Peer Support Program.
- 1.5 "Responder Health" shall refer to the first responder support program designed and managed by Armor Up America that specializes in supporting First Responders and their Dependents across the United States. Responder Health may be used interchangeably with the term "Program."
- 1.6 "App" shall refer to the program application, provided by Armor Up America, which is included within the Program at no additional cost to CLIENT so long as the CLIENT has the Program.

2. Services

The CONSULTANT shall perform the scope of services set out in Exhibit "A", attached hereto and incorporated herein by reference as though fully set out, with such document at times hereinafter referred to as "the Services." During the term of this Agreement, CONSULTANT shall provide education, training and support to CLIENT and its Participants, as defined in the scope of services. Additionally, under the terms of this Agreement, Participants will have access to the App

referenced in Section 1.6 and Exhibit "A." CLIENT acknowledges that CONSULTANT is not providing medical care or advice to CLIENT or Participants and that education, training and any additional services included in the Program are not intended to be a substitute for the sound independent medical judgement of a physician or other health care provider.

3. Compensation

CLIENT shall pay CONSULTANT a fee of seven dollars and no cents (\$7.00) per individual First Responder, per month, who is employed by the CLIENT and is covered under the scope of this Agreement, for the Services specified in Exhibit "A." CLIENT will provide an updated total First Responder count to CONSULTANT no later than the 15th of the month. CLIENT also shall pay any additional agreed upon fee for in-person trainings as requested by CLIENT, as described in Exhibit "A."

3.1 CONSULTANT shall submit invoices monthly, within the first ten (10) days of the beginning of each month, as the work progresses. CLIENT shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the services. All payments made under this Agreement shall be made from currently available funds. CLIENT may elect to make one upfront payment for a full year of services if this is preferable to monthly payments.

3.2 CONSULTANT must give written notice that the Services have been completed or substantially completed, and CLIENT shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CLIENT upon the receipt of invoice shall pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

3.3 In the event CLIENT should request additional services not set forth in Exhibit "A," CONSULTANT and CLIENT shall agree on the compensation for those services prior to performance by CONSULTANT. This includes fees for onsite training requests and open enrollment meetings. Furthermore, the Parties must determine in advance whether Section 5 of this Agreement will apply to each request for additional services. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CLIENT.

3.4 CONSULTANT has partnered with YouTurn Health to provide peer coaching. The peer coaching is a separate fee that will be billed to the CLIENT only when utilized. Each participating member that receives coaching will be billed at a rate of \$350 per month. The peer coaching covers the individual and their family. This billing will show up on the monthly invoice from Armor Up America. In order to opt out of this program, you must notify Armor Up America in writing.

4. Confidential Relationship and Media Coverage

4.1 CLIENT may from time to time communicate to CONSULTANT contact information and benefit plan information to enable CONSULTANT to effectively perform the Services.

CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CLIENT. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 4, however, shall not apply to any part of the information that CONSULTANT proves: (i) is or becomes disclosed in publicly available sources of information through no fault of CONSULTANT; (ii) was rightfully in the possession of CONSULTANT before receipt from CLIENT, without any obligation of confidentiality; or (iii) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

4.2 CONSULTANT shall not disclose the identity of any Participant, any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CLIENT.

4.3 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have, respecting the information or other property of any other person, firm, or corporation, including CLIENT and Participants.

4.4 CONSULTANT shall not provide any public statements, press releases, articles, writings or materials to any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refer to the CLIENT, any Participants, or any of the services provided by CONSULTANT to CLIENT, under this Agreement without the prior written authorization of the CLIENT. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CLIENT's Public Affairs and Information Manager. This provision is intended to survive the expiration or termination of the Agreement.

5. Privacy Protection

5.1 The parties acknowledge that, in connection with providing the Services, CONSULTANT may receive and analyze health information about CLIENT'S Participants that may constitute "protected health information" or "PHI," as those terms are defined in the federal Health Insurance Portability and Accountability Act ("HIPAA"). Participants may submit PHI directly to CONSULTANT, in which event CONSULTANT shall obtain written, HIPAA/CMIA-compliant authorizations from Participants ("Authorizations"). CONSULTANT covenants and agrees that: (i) it will use the PHI solely in connection with its delivery of the Services and in a manner that is consistent with the Authorizations; (ii) it will not disclose or otherwise provide access to the PHI to anyone other than its employees, agents, contractors, or affiliates who need to access or use it to deliver the Services, each of whom will be bound by these restrictions and conditions; (iii) it shall take all measures as required by state and federal law, in addition to any additional reasonable measures, to prevent unauthorized access to the PHI by establishing and enforcing administrative, physical and technical safeguards; and (iv) it shall limit the PHI that CONSULTANT records, stores, or transmits to only that information absolutely necessary for the administration of Services covered under this Agreement.

5.2 CONSULTANT shall protect from unauthorized disclosure personally identifiable information ("PII") concerning persons receiving Services pursuant to this Agreement, except for statistical

information not identifying any Participant. The CONSULTANT shall not use such PII for any purpose not directly connected with the administration of Services provided herein. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such PII to anyone other than the CLIENT without prior written authorization from the CLIENT.

6. Proprietary Rights

The work product, any writings, discoveries, inventions, and innovations or data resulting from the services covered under this Agreement, shall, upon written request of the CLIENT, be promptly communicated to, and be the property of CLIENT; provided that, any such information subject to applicable confidentiality laws shall be treated in accordance therewith. Nothing in this section shall be construed to require the CONSULTANT to provide PII about any individual.

As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.

7. Term

7.1 This Agreement shall commence on October 1, 2023 and terminate on September 30, 2025 (the "Initial Term"). The CLIENT may terminate this Agreement upon sixty (60) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for Services performed through the effective termination date. This payment shall be the CLIENT's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CLIENT any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CLIENT for the purposes of this Agreement.

7.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CLIENT and CONSULTANT may mutually agree in writing to extend this Agreement for up to two (2) additional twelve (12) month periods (collectively, the "Renewal Terms"). Any Renewal Term shall be subject to the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CLIENT.

8. Records and Right to Audit

8.1 CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the CLIENT for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the CONSULTANT under this Agreement.

8.2 The CLIENT, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services provided to the CLIENT. If such audit shall disclose overpayment by CLIENT to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CLIENT. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

9. Insurance

Prior to performing Services under this Agreement, CONSULTANT at its own expense shall procure and maintain for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the CONSULTANT, their employees, agents, representatives, contractors, subcontractors, or affiliates. Said insurance shall be in type(s) and minimum(s) listed below:

9.1 Workers' Compensation and Employers' Liability

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the CLIENT's Governing State.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the CLIENT's governing Labor Code and shall apply to all employees of the CONSULTANT and any contractor or subcontractor of CONSULTANT providing services under the Agreement. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this Agreement will not be performed on CLIENT property, the CONSULTANT may submit a written request for exemption from this requirement.

9.2. Professional Liability

Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of \$1,000,000 per occurrence. Aggregate Policy minimum limit is \$2,000,000. A "claims made" policy is acceptable coverage which must be maintained during the Term of the Agreement and for three (3) years after completion and acceptance of the services by the CLIENT. Coverage, including any renewals, shall have the same retroactive date that is applicable to the policy.

9.3 General Provisions for all Insurance Coverage

9.3.1 Scope: These provisions apply to CONSULTANT, and any contractor or subcontractor providing services under this Agreement, unless specifically exempted in the Agreement or by law. Coverage shall state that the CONSULTANT's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except to the limits of the insured's liability.

9.3.2 Coverage Application: CONSULTANT's insurance must be primary as respect to the CLIENT, and its officers, employees, elected officials, appointees, and volunteers, and noncontributory with any other insurance, including self-insurance, maintained by the CLIENT for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the CLIENT.

9.3.3 Deductibles and self-insured retentions: Any deductibles or self-insured retentions must be disclosed to the CLIENT. The CLIENT reserves the right to review the insurance obtained by the CONSULTANT, in comparison to the requirements specified in this section.

9.3.4 Coverage continuation and cancellation: In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the Agreement, the CONSULTANT shall furnish the CLIENT proof of identical continued coverage no later than forty-five (45) days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the Term of this Agreement, or failure to provide proof of coverage at any time during the term of this Agreement, may result in cessation of work and/or termination of the contract by the CLIENT for cause. In addition to any other remedies CLIENT may have, CLIENT reserves the right to withhold payment if CONSULTANT fails to maintain insurance coverage as provided herein.

9.3.5 Subrogation: CONSULTANT must waive all rights of subrogation against the CLIENT for bodily injury (including death), property damage, or any other loss arising from work performed by the CONSULTANT for the CLIENT. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CLIENT has received a waiver of subrogation endorsement from the insurer.

9.3.6 Responsibility: Approval, disapproval, or failure to act by the CLIENT regarding any insurance supplied by the CONSULTANT, its contractors or its subcontractors shall not relieve the CONSULTANT of full responsibility or liability for damages and accidents, as set forth in the Agreement.

9.3.7 Payment of Premiums: Companies issuing insurance policies shall have no recourse against the CLIENT for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the CONSULTANT.

9.3.8 Proof of Insurance: The CLIENT reserves the right to request proof of insurance at any time.

10. Notices

All notices and invoices shall be remitted via email to the following addresses, unless the client specifically requests in writing that notices and/or invoices be mailed to the following addresses:

To CLIENT:

Jack County
100 N Main Room 202
Jacksboro, Texas 76458
Attn: Kim Dungan
Email: kdungan@jackcounty.org

To CONSULTANT:

Armor Up America
7215 Bosque Blvd. Suite 204
Waco, Texas 76710
Attn: John Allovio
billing@armorupamerica.com

11. Non-Discrimination

CONSULTANT shall not discriminate against any Participant because of race, color, sex, national origin, gender identity, sexual orientation, religion, age, handicap, or veteran status. CONSULTANT shall, where appropriate or required, take affirmative action to ensure that Participants are treated without regard to their race, color, sex, or national origin, gender identity, sexual orientation, religion, age, handicap, or veteran status. CONSULTANT shall cooperate with the CLIENT in using CONSULTANT's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

12. Hold Harmless

CONSULTANT agrees to indemnify, defend (with legal counsel approved by CLIENT) and hold harmless the CLIENT, its officers and employees from any and all claims, causes of action, settlements, and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom CONSULTANT is legally liable. If any action or proceeding is brought against the CLIENT by reason of any of the matters against which CONSULTANT has agreed to indemnify CLIENT as provided above, CONSULTANT, upon notice from CLIENT, must defend CLIENT at CONSULTANT's expense by counsel selected by CONSULTANT and approved by CLIENT. It is understood that the duty of CONSULTANT to indemnify and hold harmless, for those specific scenarios as provided above. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages which accrued prior to termination and whether or not insurance policies shall have been determined to apply.

13. General Provisions

13.1 CONSULTANT shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the CLIENT. The terms and conditions of Sections 4, 5, 7, 8, and 12 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.

13.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CLIENT for any purpose whatsoever, including, but not limited to, entitlement to CLIENT employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

13.3 In the conduct of the Services contemplated hereunder, the CONSULTANT shall comply with applicable state, federal, and local law, rules, and regulations.

13.4 CONSULTANT shall not export, directly or indirectly, any technical data, which will not in any way identify any Participant or contain any PHI or PII, acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

13.5 The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

13.6 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

13.7 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas, Texas.

13.8 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

13.9 This Agreement shall constitute the entire understanding between CONSULTANT and CLIENT respecting the Services described herein. The terms and conditions of any purchase order or invoice shall have no effect upon this Agreement and shall be used for payment and accounting purposes only.

13.10 Title to articles, paragraphs, and subparagraphs are for informational purposes only and shall not be considered a substantive part of this Agreement.

13.11 New Employee Work Eligibility Status. CONSULTANT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of

Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If CONSULTANT is an individual or sole proprietorship, the following applies:

1. CONSULTANT must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If CONSULTANT indicates on such attestation form that he or she is a qualified alien, the Provider agrees to provide the US Citizenship and Immigration Services documentation required to verify the CONSULTANT's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. CONSULTANT understands and agrees that lawful presence in the United States is required and CONSULTANT may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

13.12. Interest of the CLIENT. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the agreement voidable by the Mayor or Council.

13.13. Interest of the CONSULTANT. CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement; he further covenants that in the performance of this agreement, no person having any such interest shall be employed.

13.14. Equal employment opportunity clause. Annexed hereto as Exhibit "C" and made a part hereof by reference are the equal employment provisions of this contract. Refusal by the CONSULTANT to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

- (1) Withholding of all future payments under the involved contracts to CONSULTANT in violation until it is determined that CONSULTANT is in compliance with the provisions of the contract;
- (2) Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as CONSULTANT demonstrates that he has established and shall carry out the policies of the program as herein outlined.

14. Responsibilities of Client

14.1 CLIENT will provide its Participants with information about the Program, and how Participants may access Services.

14.2 CLIENT will notify eligible Participants regarding the date(s) of the "Kick Off Meeting(s)" to be held in person, unless otherwise specified in the Scope of Services, to introduce Participants to the Program and the Services available.

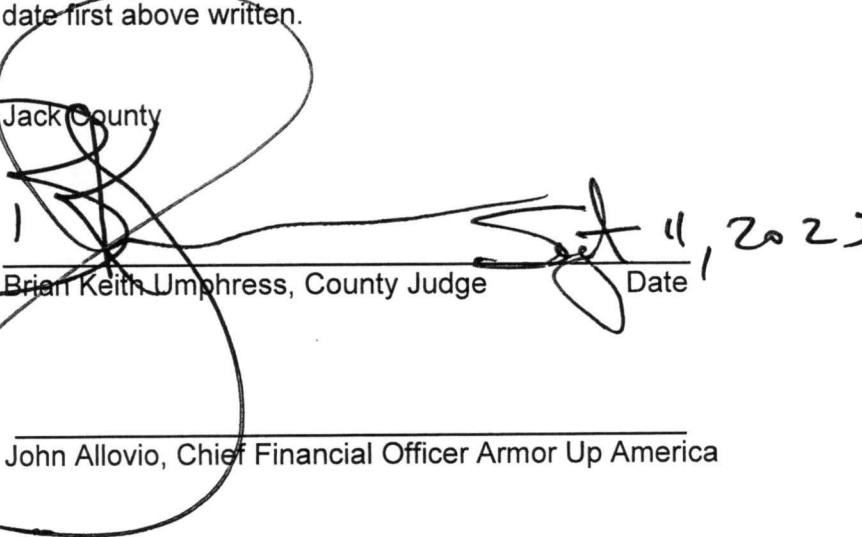
14.3 CLIENT will provide CONSULTANT with information that has been reasonably requested in order to coordinate Services, such as the number of Participants eligible for Services and other information necessary to deliver Services. This may include Participant emails and benefit plan information.

14.4 CLIENT maintains ultimate responsibility for determining whether the Program, as offered to its Participants, is subject to any state or federal laws or regulations governing employee benefit plans or programming and, if so, to ensure compliance with applicable laws and regulations.

14.5 CLIENT shall timely pay all fees as outlined in this Agreement, as well as any additional fees agreed upon as an amendment or addendum to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Jack County



Brian Keith Umphress, County Judge

Date

11, 2023

John Allovio, Chief Financial Officer Armor Up America

