ATTACHMENT A

EMI HEALTH

ADMINISTRATIVE SERVICES AGREEMENT

for

TEXAS HOT OILERS

SELF-FUNDED MEDICAL PLAN(S)

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement relating to a self-funded benefit plan ("Agreement") is made and entered into by and between the Texas Hot Oilers (hereinafter "Plan Sponsor"), Group Health Plan (hereinafter "Health Plan"), and Educators Health Plans Life, Accident, and Health, Inc. (hereinafter "EMI Health").

EMI Health is a company organized under the laws of the State of Utah ("State") and duly qualified under the insurance laws of the State of Texas to provide certain administrative services in connection with self-funded employee benefit plans. Having been requested by Plan Sponsor, EMI Health is willing to provide administrative and consultative services for and on behalf of the Plan Sponsor in the manner set forth below.

Plan Sponsor desires to provide its eligible employees and their dependents who enroll (hereinafter "Enrollees") in the Plan Sponsor's Self-funded Plan (as more fully and completely described and defined in Appendix A, which is attached hereto and incorporated herein by this reference and hereinafter referred to as the "Plan") with the benefits set forth in the Plan. Plan Sponsor further desires to contract with EMI Health to have EMI Health provide services necessary for the administration and management of the Plan for Plan Sponsor, all according to the terms set forth below.

I. DUTIES OF EMI HEALTH

In consideration of the foregoing and of the mutual covenants, promises, and agreements more fully set forth in this Agreement below, EMI Health agrees to provide services necessary for the administration, operation, and implementation of the Plan, as follows:

1.1. Provide to the Plan Sponsor or its eligible employees all forms and documents necessary for (i) enrollment in the Plan, (ii) submission of claims, and (iii) other documents and forms necessary for Enrollees to receive or assign benefits offered by Plan Sponsor under the Plan. Provide to each Plan Participant two identification cards at no charge. Additional cards will be provided, upon request, for a fee, the amount of which will be determined by EMI Health.

1.2. Receive all new applications for membership in the Plan. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over such eligibility determinations. (Refer to section 2.4.)

1.3. Process and pay, according to the Plan, all claims received by EMI Health, in a timely manner, except claim forms that are not completed in proper form need not be paid and will be returned to the claimant with a request that the form be completed properly. Plan Sponsor acknowledges and agrees that (i) benefit determinations can only be made after a complete claim is submitted and fully processed by EMI Health and (ii) benefit determinations are subject to all eligibility requirements, limitations, exclusions, and other provisions of the Plan which are in effect when a claim is incurred.

1.4. Deny any and all claims that are, in the reasonable judgment of EMI Health, not within coverages outlined and provided in the Plan. When a claim is denied, advise the claimant Enrollee, in writing, of the fact of and the basis or reason for the denial.

1.5. Correspond with Enrollee claimants and their representatives regarding possible third-party liability or claimant liability for expenses paid by the Plan on behalf of Enrollee claimants and issue an initial written demand for payment or reimbursement. Beyond an initial written demand (which demands will be given only where legally justified in the reasonable judgment of EMI Health and its legal counsel), EMI Health shall have no responsibility or liability for the refusal

of Enrollee claimants or their representatives or other third parties to reimburse the Plan for such expenses and no obligation to take any legal action to enforce the Plan's subrogation rights. Notwithstanding the foregoing, EMI Health agrees to exercise, on behalf of the Plan Sponsor and the Plan, the right to offset the payment of future claims as a method of implementing recovery of any such unreimbursed sums. The aforesaid offset right, need only be exercised in those instances in which, in the reasonable judgment of EMI Health and its legal counsel, such right is properly and legally assertable. Offsetting may occur across any employer group plan or policy that is administered by EMI Health. In providing the above services, EMI Health does not represent or guarantee that it will discover or pursue each and every subrogation opportunity, or that all attempts at collection will be successful. Plan Sponsor is ultimately responsible for such discovery, pursuit, and collection.

1.6. Process and, as applicable, pay claims for dependents qualified under the Plan for coverage, provided that EMI Health shall have the right (but not the duty) to verify that a dependent for whom a claim is submitted is, in fact, a dependent qualified for coverage, as defined by the Plan.

1.7. With respect to disputed claims, provide procedures and services for adjudication and settlement consistent with the procedures and services for handling disputed claims provided by EMI Health in the administration of other similar plans. Plan Sponsor has had full opportunity to review and become familiar with the procedures and process of EMI Health in handling of disputed claims and hereby accepts and agrees to the same. Except as hereinafter provided with respect to the rights of the Plan Sponsor, EMI Health will have the authority and is hereby empowered on behalf of the Plan Sponsor to adjudicate and, as deemed appropriate in its reasonable judgment, settle any disputed claims other than claims regarding eligibility determinations. As part of the disputed claims handling process, a claims review committee will be utilized as the initial screen for any potential disputed claim. A claim settled or otherwise resolved by the claims review committee is not a disputed claim. EMI Health has no responsibility for the consequences, implications, or other results of the Plan Sponsor's determination to pay a claim or otherwise settle a claim over the objection or otherwise contrary to the claim determination made by EMI Health. In all events, EMI Health will follow its established procedures and shall follow through in a timely fashion at each level of the adjudication and resolution process.

1.8. Once a year, at the request of the Plan Sponsor, provide an accounting showing total remittances made by Plan Sponsor for the year.

1.9. On a monthly basis, invoice the Plan Sponsor for billed rates (as described in section 3.1).

1.10. Employ such personnel as it deems necessary to perform the duties and obligations required by this Agreement. EMI Health will pay all expenses incurred by it in the performance of its obligations hereunder, including, but not limited to, compensating its personnel, independent contractors, and the costs of office space and facilities, postage, telephone and other communication expenses, routine claim adjustments, computer operations and programming, and other ordinary expenses regularly incurred in the administration and operation of an employee benefit program of this nature. Other than for its own tax obligations, including with respect to its own employees, EMI Health will not, however, be responsible for any taxes (federal, state, or local) tax withholding, reporting, or other tax matters, obligations, or liabilities related to the Plan, the Enrollees (including employees of the Plan Sponsor), or other covered persons, or of the Plan Sponsor, its contractors, agents, employees, etc.; nor shall EMI Health bear extraordinary claims adjustment expenses such as the cost of special investigation or reporting services or any claim arising out of the payment or failure to pay a claim when acting pursuant to the determination responsibilities set forth in this Agreement or otherwise at the directions of Plan Sponsor. Plan Sponsor will also reimburse EMI Health for a proportionate share of any cost or expense reasonably incurred by EMI Health relating

to such taxes, including costs and reasonable attorneys' fees incurred in disputing such taxes, and any interest, fines, or penalties relating to such taxes.

1.11. Provide, with respect to the Plan as currently constituted or as hereafter amended during the term of this Agreement, as and to the extent requested in writing by the Plan Sponsor, within reasonable bounds, evaluation of and consultation with the Plan Sponsor concerning the structure, economics, needs, and costs associated with the purchase and acquisition of stoploss coverage for excess liability. The scope and extent of services rendered hereunder that are covered by the compensation and payments provided under this Agreement shall be in the reasonable discretion of EMI Health. In all events, a written request by the Plan Sponsor for such services shall be discussed and the scope and extent of the project shall be pre-defined with EMI Health providing to the Plan Sponsor an estimate of additional cost for the portions of the subject project that EMI Health believes are outside the coverage of this Agreement ("Additional Services"). If EMI Health determines that the project involves Additional Services or that the number of projects has now resulted in a requested project being in the category of Additional Services, EMI Health is not obligated to proceed with the project until an agreement, satisfactory to EMI Health, has been reached as to the payment for the Additional Services.

1.12. Provide, as requested by the Plan Sponsor in writing, information and data necessary to assist the Plan Sponsor in the completion of the Form 5500s, as necessary.

1.13. If an overpayment should be discovered by either EMI Health or Plan Sponsor, EMI Health shall use diligent efforts toward the recovery of any loss therefrom. EMI Health shall not be required to initiate legal proceedings or any such recovery except where the same is the definitively proven and direct result of the gross negligence of EMI Health or its employees. If an underpayment is discovered, EMI Health shall promptly adjust such underpayment to the correct amount. Losses by reason of overpayment or errors in payment that cannot be recovered pursuant to this paragraph shall be borne by the Plan Sponsor, and EMI Health shall have no liability for such errors, provided they are reasonable, made in good faith, and within acceptable industry standards.

1.14. Provide HIPAA certificates to former employees of Plan Sponsor in a timely manner, as dictated by applicable law and with respect to former employees of the Plan Sponsor covered under the Plan during the administration of EMI Health under this Agreement.

1.15. Satisfy any and all reporting and disclosure requirements applicable with respect to the claims administration process for the period of EMI Health's administration under this Agreement, as the same are imposed by law.

1.16 Conduct all responsibilities in compliance with all then applicable HIPAA regulations, including guidelines governing automation, computer security, and beneficiary confidentiality, as more fully set forth in Schedule A to this Agreement.

1.17 EMI Health shall arrange for the procurement of stop-loss insurance coverage with the approval of the Plan Sponsor. Plan Sponsor shall be solely responsible for the payment of all costs associated with stop-loss coverage, including premiums.

1.18 Make a provider network available to Enrollees located in agreed to geographical sites. EMI Health will provide directories of network providers, with periodic updates to the information in the directories. Providers in the network may change from time to time. EMI Health does not employ network providers and they are not agents or partners of EMI Health. Network providers

participate in the network only as independent contractors. Providers and Enrollees are solely responsible for health care services rendered to Enrollees.

II. DUTIES OF PLAN SPONSOR

2.1. The Plan Sponsor is the sponsor with full legal and other responsibility for the administration, operation, and implementation of the Plan and, notwithstanding the provisions of this Agreement under which EMI Health has taken on certain duties and responsibilities, still retains ultimate discretionary authority and all final authority and responsibility for the Plan and its operation and all obligations and liabilities arising under the Plan. EMI Health is empowered and obligated to act only as expressly stated in this Agreement or as mutually agreed to in writing with the Plan Sponsor.

2.2. The Plan Sponsor retains all final authority and responsibility in developing and determining, in accordance with applicable law, the benefits to be provided under the Plan, the language and provisions describing such benefits, the Plan's plan document, plan booklet, and where necessary, trust document. Plan Sponsor will secure legal review of such documents from Plan Sponsor's legal counsel and will also assure that the Plan is consistent with all applicable requirements of law. Plan Sponsor will provide copies of all such documents to EMI Health for its review to ensure that EMI Health can administer the Plan's benefits in the manner described. Plan Sponsor will notify EMI Health in writing of any change in Plan benefits or any other relevant Plan provision, including termination of the Plan, within a reasonable time prior to the change becoming effective. Provided EMI Health can reasonably implement the change, it will do so as soon as administratively practicable after such notice, subject to any relevant fee adjustment as provided in Section 3.1.

2.3. Except as expressly allocated as a responsibility of EMI Health under Section I or Schedule A attached hereto, the Plan Sponsor shall be responsible to review, approve, and distribute to all eligible Plan Participants (and return to EMI Health when necessary) all appropriate and necessary materials and documents including, but not limited to, summary plan descriptions, plan language amendments, enrollment forms, and applications, as may be necessary for the operation of the Plan or to satisfy the requirements of State or Federal laws or regulations.

2.4. Provide EMI Health with a list of Enrollees in the Plan at the beginning of the plan year and on a monthly basis, names, member identification numbers, and level or type of coverage of Enrollees that have discontinued participation or signed up in the Plan during the previous month. EMI Health will be entitled to rely on the most current information in its possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over any of its eligibility determinations.

2.5. Pay to EMI Health, the first day of the month of coverage, all considerations required under this Agreement.

2.6. Distribute a current Summary Plan Description (SPD)/handbook to each Enrollee and provide information concerning the Plan to eligible employees who might become Enrollees.

2.7. Identify and disclose to EMI Health the name of one or two administrative or management level employees, officers, or other personnel of the Plan Administrator who are designated as the primary contacts for EMI Health with respect to the administration of the Plan. Also, cooperate with EMI Health, in assuring that such liaison officers are fully apprised of the details and substance

of the Plan and this Agreement and cooperate in having such liaison officers participate in appropriate training and orientation with EMI Health to assure that the administration of the Plan by EMI Health in conjunction with the Plan Administrator is done efficiently and with a minimum of unnecessary cost or time expenditure.

2.8. Undertake reasonable educational and orientation efforts with Enrollee employees to assure their understanding of the Plan and the details of administration and operation of the same. Never represent or otherwise imply that EMI Health's role or responsibilities are other than as a contract administrator of the Plan, which the Plan Sponsor shall make clear is the ultimate responsibility of the Plan Sponsor.

2.9. Provide access to all information (with appropriate confidentiality protections and in compliance with applicable law, rules, and regulations) necessary to the proper administration of the Plan by EMI Health.

2.10. Coordinate with EMI Health, with respect to such compliance issues, and with respect to areas of compliance in the administration of the Plan with which EMI Health has experience, knowledge, and expertise, work closely with and correlate compliance with EMI Health. Plan Sponsor will take full responsibility for assuring that the Plan and its operation are in full compliance with all applicable law, rules, and regulations at all applicable levels of governmental oversight and regulation.

III. FEES, CLAIMS PAYMENT, AND OTHER MONETARY ISSUES

3.1. Plan Sponsor will pay to EMI Health the billed rates outlined in the most recent proposal or renewal letter on a monthly basis, the first day of the month of coverage, based on participation levels (number) of Enrollees (covered employees) for the specified period.

The fees shall remain in effect during the term of the Agreement as set forth in Article IV; provided, however, that EMI Health may change such fees as follows: (a) on each renewal date, (b) any time changes are made to the Agreement or Plan which affect these fees, (c) when there are changes in laws or regulations which affect the services provided by EMI Health under this Agreement, or (d) if the number of employees covered by the Plan or any option of the Plan changes by 10 percent or more. Any new fee which arises out of such change will be effective on the date such change occurs, even if such date is retroactive.

3.2. If, for any reason, the Plan Sponsor fails to make any payments required to be made under the terms of this Agreement on the first day of the month of coverage, EMI Health may:

a. suspend all claim payments under this Agreement, any predecessor Agreement, or a successor Agreement among the parties until all outstanding invoices are paid in full, regardless of whether or not the suspension of claims payments affects EMI Health's liability as set forth herein.
b. suspend the performance of any and all other of its services to the Plan Sponsor under the Plan until such time as the Plan Sponsor makes the proper remittance and provides evidence, satisfactory in the sole and absolute discretion and judgment of EMI Health, that the financial condition and ability of the Plan Sponsor to perform its obligations hereunder is fully assured and sound.
c. charge interest to the Plan Sponsor on all past fees due to EMI Health at the rate of one and one-half percent (1½%) per month (18% per annum) or the maximum rate allowed by law, whichever is less.

It is acknowledged and agreed that in no event is EMI Health individually or personally responsible for the payment of claims under the Plan. The obligations of EMI Health hereunder in paying claims is as the representative of the Plan Sponsor, whose obligation it is to pay the claims. EMI Health shall have no obligation to arrange for payment of benefits under the Plan if the Plan Sponsor has not made the requisite funds available in accordance with this Agreement. Further, in no event is EMI Health obligated to use its own funds or amounts received in payment of its fees or expenses to pay claims, and the Plan Sponsor shall have all responsibility for any shortfall in funds necessary to pay claims (after application of funds to pay the fees and other amounts due and owing to EMI Health for its services hereunder).

3.3. EMI Health shall not be responsible for any late filings, penalties, fines, taxes, etc. that may result from suspension or cessation of performance described in this section.

3.4. Prescription Drug Rebates. EMI Health retains all negotiated rebates.

IV. TERM AND TERMINATION

4.1. This Agreement will be effective December 1, 2023, and shall be effective through the last day of December 2024. This Agreement may automatically be renewed for one-year terms, unless the Plan Sponsor notifies EMI in writing by certified mail of its intent to terminate the contract at least sixty (60) days prior to the end of the current term.

4.2. Termination for Cause. This Agreement will terminate immediately on the failure of Plan Sponsor to adequately pay billed rates, unless corrected within 15 business days after written demand for such correction is given by EMI Health. This Agreement will also terminate if Plan Sponsor is in other material breach of agreement which is not corrected within 30 days after notice.

4.3. Records and Accounts on Termination. On termination of the Agreement, EMI Health will transfer to Plan Sponsor or any person designated by Plan Sponsor, less any sums owed by Plan Sponsor to EMI Health, control of all funds that belong to Plan Sponsor. EMI Health may provide Plan Sponsor with detailed claims and enrollment information, and any such other information that Plan Sponsor may reasonably request to facilitate transfer of administration of the Plan, which EMI Health holds in its records, files, or data base, only upon prepayment by Plan Sponsor of the reasonable estimated cost (including reasonable compensation for the time of EMI Health's employees, officers, and management) of providing the same.

4.4. Cooperation During Transition Period. Both parties agree to provide reasonable cooperation to effectuate a proper and efficient transition to the administration of the Plan by the

Plan Sponsor or other contract administrator after the termination of this Agreement without renewal. At the request of Plan Sponsor, EMI Health may provide claims processing for a period of 12 months following the Agreement's termination for claims incurred prior to the termination of the Agreement. EMI Health will not perform such services in the event the Agreement was terminated because Plan Sponsor failed to pay billed rates in a timely manner.

V. WARRANTIES

5.1. Plan Sponsor represents and warrants it has thoroughly considered the administrative requirements of the Plan and has had full opportunity to review the services, experience, and administrative wherewithal of EMI Health and has affirmatively, freely, and intentionally elected to contract with EMI Health to provide the services set forth in this Agreement.

5.2. Plan Sponsor further represents and warrants that it understands the financial and fiscal aspects of the Plan for which it assumes full responsibility for the fiscal integrity of its Plan.

5.3. EMI Health warrants and represents that it understands that all treatment and other medical or other records provided and or dealt with in connection with the rendition of the administrative services subject to the Agreement are confidential and will be handled by EMI Health and its employees engaged in the performance of the agreed services so as to avoid having them disclosed other than to Plan Sponsor's authorized personnel, to the insured (or the insured's parents if the insured is a minor), or as required by an order of a court of competent jurisdiction.

5.4. During the term of this Agreement and for a period of six months after any termination of this Agreement, neither EMI Health nor Plan Sponsor may hire, pay, consult, or involve any officer, agent, or employee of the other party doing insurance, administrative services, or consultative services in insurance or administrative services except with the other party's written consent.

VI. STATUS OF EMI HEALTH

6.1 EMI Health is not an employer, partner, or joint venturer with Plan Sponsor. Under this Agreement EMI Health is not an insurer, underwriter, or guarantor of any of the benefits payable under this Plan, nor is it the Plan Administrator of the Plan, as that term is used under ERISA or any comparable federal or state law.

6.2 It is understood and agreed EMI Health is engaged to perform services under this Agreement as an independent contractor. EMI Health will use its best efforts to implement such written instruction, if any, as to policy and procedures that may be given by Plan Sponsor to EMI Health provided such instruction and directions are consistent and compatible with the description of services to be performed by EMI Health and are not in violation of or contrary to any laws or regulations.

VII. AUDITS

7.1 EMI Health will process and pay eligible benefits in accordance with the Plan adopted by Plan Sponsor as legally modified and amended from time to time during the administration period of EMI Health. Where any payment error exists and is discovered, EMI Health will use reasonable effort to effectuate a recovery of any payments made in error, but will not be required to initiate formal legal proceedings.

7.2 All records created or maintained by EMI Health in connection with the performance of its obligations under this Agreement shall be the property of EMI Health. During the term of this Agreement, Plan Sponsor, or its designee may inspect its records in EMI Health's custody at reasonable times during normal business hours and upon reasonable advance notice to EMI Health. Plan Sponsor or its designee may obtain copies of any or all of those records at its own expense.

7.3 Notwithstanding this right to inspect records, Plan Sponsor shall not have access to any reports created by EMI Health from the date EMI Health mails renewal information to Plan Sponsor, or the date Plan Sponsor issues a Request for Proposal, until EMI Health receives Plan Sponsor's signed renewal confirmation or written notice that Plan Sponsor has selected another contract administrator.

VIII. HOLD HARMLESS AND INDEMNIFICATION

8.1 EMI Health shall indemnify and hold harmless the Plan Sponsor against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim, or judgment, including reasonable attorneys' fees, resulting from the grossly negligent acts or omissions or willful misconduct of EMI Health, its employees, officers, agents, and contractors, but only to the extent that such gross negligence or willful misconduct is a contributing cause of the expense, loss, suit, penalty, damage, claim, or judgment. This indemnification shall survive the termination of this Agreement.

8.2. The Plan Sponsor agrees to indemnify and hold harmless EMI Health against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim, or judgment, including reasonable attorneys' fees, arising out of, or resulting from EMI Health's performance of its services hereunder where EMI Health has reasonably adhered to the framework of material policies, interpretations, rules, practices, and procedures made or established by the Plan Sponsor, or has otherwise performed its services without gross negligence or willful misconduct and in accordance with industry practices or is being considered an entity responsible for payment under the Plan, as referenced in Federal Medicare Secondary Payer laws and regulations. This indemnification shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

9.1. This Agreement will bind and benefit the parties hereto and their respective successors or assigns, but it may not be assigned by either party without prior written consent of the other party.

9.2. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assured.

9.3. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Utah without resort to its conflict-of-laws rules.

9.4. In the event any provision of this Agreement is rendered invalid or unenforceable by any proper act of the Federal or State government or declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof will remain in force and in effect.

9.5. This Agreement, or any part, section, or provision hereof, may be amended at any time during the term hereof by the mutual written consent of the parties.

9.6. The section headings used herein have been inserted for convenience of reference only and do not in any way modify or restrict any of the terms or provisions hereof.

9.7. The failure by any party to this Agreement to object or take any action with respect to any conduct or omission of the other party will not be construed as a waiver of the breach or wrongful conduct or of any future breach of this Agreement.

9.8. Any notice required to be given pursuant to the terms or provisions of this Agreement must be in writing and may either be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to each party at the addresses that follow:

EMI Health	President 5101 S. Commerce Dr. Murray, Utah 84107
Texas Hot Oilers	Charlotte Plumlee P. O. Box 1007 Giddings, Texas 78942

9.9. Each party agrees to carry out all activities undertaken by it pursuant to this Agreement in conformance with all applicable federal and state laws.

9.10 Any claim, controversy, or dispute of any kind or nature arising out of, or in any way in connection with, this Agreement, the parties to this Agreement, or their conduct, directly or indirectly related to this Agreement and its subject matter (including the question of whether or not the resolution of the matter is subject to this arbitration clause) including, but not limited to, claims of breach of any covenant, promise, or obligation, or with respect to any warranty, representation, or certification under this Agreement shall be submitted for resolution through binding arbitration if the same is not resolved between the parties by negotiation and settlement. Such arbitration is mandatory, and both parties hereby knowingly and intentionally agree that binding arbitration is and shall be the exclusive method of resolving any such unresolved claim, controversy, or dispute. Either party may initiate arbitration proceedings by giving written notice to the other party (pursuant to the notice provisions provided hereunder) of the election to proceed with binding arbitration. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties hereto from a panel provided by an independent arbitration association. In the absence of an agreement by the parties as to the selection of an arbitrator, the arbitrator named by each of the parties shall, together, select the arbitrator for the proceeding from the said panel. All costs of the arbitration proceeding shall be borne equally by the parties hereto. Upon request by the selected arbitrator, each party will deposit in advance with the selected arbitrator a sum sufficient to cover the reasonably estimated costs of the arbitration proceeding payable to the arbitrator with respect to the conduct of the arbitration proceeding. Any failure to deposit such sums in the time frame required shall entitle the other party to the entry by the arbitrator of a default award in favor of such non-defaulting party in accordance with the relief requested by such non-defaulting party. The parties agree that the arbitrator may include in the award reasonable attorneys' fees incurred by the party prevailing in the arbitration proceeding. The decision and award of the arbitrator shall be final and binding upon the parties.

9.11. EMI Health's only duties with respect to ERISA or the Plan including, but not limited to, any responsibilities to provide notices of any legal right under ERISA or COBRA, as well as all obligations of disclosure and reporting are those which are expressly set forth and designated as duties of EMI Health. The parties agree that final discretion to deny or allow claims under the Plan rests in the Plan Sponsor.

9.12. The obligations of either EMI Health or Plan Sponsor under this Agreement shall be

suspended during the continuance of any force majeure applicable to the party. The term "force majeure" shall mean any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disasters, earthquake, governmental action, and unavailability or breakdown of equipment. The party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

9.13. If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing party pending the defaulting party's assumption or rejection will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.

9.14. The Plan Sponsor represents and warrants that it is duly organized, validly existing, and in good standing and authorized to conduct business under the laws of Texas and in the State of Texas. Plan Sponsor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Each of the persons signing below on behalf of Plan Sponsor represents and warrants that they have been duly authorized by appropriate action to execute this Agreement for and on behalf of Plan Sponsor.

9.15. This Agreement shall inure to the benefit of the respective parties hereunder, devisees, personal representatives, successors, and assigns.

9.16. Any facsimile signature on any counterpart shall be deemed to be an original signature for all purposes and shall fully bind the party whose authorized officer's or agent's facsimile signature appears on the counterpart.

X. SCHEDULES TO THE AGREEMENT

The following Schedules attach to, become part of the body of this Agreement, and are herein incorporated by reference. Schedules subsequently executed by both parties and attached hereto, shall be deemed amendments to this Agreement.

TITLE OF SCHEDULE

PRIVACY/SECURITY ISSUES – Schedule A
ERISA DISCLOSURE – Schedule B

IN WITNESS THEREOF, the parties hereto sign their names as duly authorized officers and have executed this Agreement.

PLAN SPONSOR:

TEXAS HOT OILERS

ADMINISTRATOR:

EMI HEALTH

By:_____
Print Name: Steven Morrison
Its: President
Date: November 2, 2023

HEALTH PLAN:

TEXAS HOT OILERS
SELF-FUNDED EMPLOYEE MEDICAL BENEFIT PLAN

SCHEDULE A

HIPAA BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN EMI HEALTH
AND TEXAS HOT OILERS
Effective December 1, 2023

In connection with the services presently being, or to be, provided by EMI Health ("Business Associate") to Texas Hot Oilers ("Covered Entity") ("Services"), or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended ("HIPAA"), Covered Entity, has advised Business Associate, that certain elements of the data that Business Associate accesses, creates and/or receives from, or on behalf of Covered Entity is Protected Health Information ("PHI") as that term is defined in HIPAA. This BAA will replace any previous BAA between the parties.

Therefore, Covered Entity and Business Associate are entering into this BAA to provide for the treatment and protection of such PHI as required by HIPAA, as amended by the Genetic Information Nondiscrimination Act of 2008, Public Law 110-233 ("GINA"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") under the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and their implementing regulations.

1. **Definitions**.

For purposes of this BAA, capitalized terms used but not otherwise defined herein shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context.

(a) "Breach" will have the same meaning as defined by 45 CFR §164.402.
(b) "Breach Notification Rule" will have the same meaning as "Notification in the Case of Breach of Unsecured PHI" at 45 CFR Part 164, Subpart D, as may be revised from time to time by the Secretary.
(c) "Data Aggregation" will have the same meaning as defined by 45 CFR §164.501.
(d) "Designated Record Set" will have the same meaning as defined by 45 CFR §164.501.
(e) "Electronic PHI" will have the same meaning as defined by 45 CFR §160.103.
(f) "Genetic Information" will have the same meaning as defined by Title I of GINA.
(g) "Individual" will have the same meaning as defined by 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
(h) "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as may be revised from time to time by the Secretary.
(i) "Protected Health Information" or "PHI" will have the same meaning as defined by 45 CFR §160.103, limited to the information accessed, created and/or received by Business Associate from or on behalf of the Covered Entity.
(j) "Required by Law" will have the same meaning as defined by 45 CFR §164.103.
(k) "Secretary" will mean the Secretary of the Department of Health and Human Services or his designee.
(l) "Security Incident" will mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations in an information system pursuant to 45 CFR §164.304. For purposes of this BAA a Security Incident does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.
(m) "Security Rule" will mean the Security Standards for the protection of Electronic PHI at

45 CFR, Parts 160 and 164, Subparts A and C, as may be revised from time to time by the Secretary.

(n) "Unsecured PHI" will mean PHI that is not secured through the use of a technology or methodology that renders such PHI unusable, unreadable or indecipherable to unauthorized individuals pursuant to 45 CFR §164.402.

2. **Use and Disclosure of PHI**. To fulfill its obligations under the Privacy Rule, Business Associate agrees to do the following:

(a) Business Associate may use or disclose PHI, provided that such use or disclosure of PHI would not violate the Privacy Rule, as follows: (1) as permitted or required in this BAA, including the provision of Services; (2) as Required by Law; (3) for the proper management and administration of Business Associate; (4) to fulfill any present or future legal responsibilities; (5) for Data Aggregation services to Covered Entity; or (6) any use and disclosure of PHI that has been de-identified within the meaning of 45 CFR §164.514.

(b) Use all appropriate safeguards to prevent the unauthorized use or disclosure of PHI and use reasonable efforts to mitigate any harmful effect.

(c) Report to the Covered Entity any unauthorized use or disclosure of PHI within ten (10) business days of becoming aware of such unauthorized use or disclosure. To the extent that such unauthorized use or disclosure of PHI described in this Section 2(c) also constitutes a Breach of Unsecured PHI, the provisions of this Section 2(c) shall not apply, but rather the provisions of Section 5(a) shall apply.

(d) Ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply throughout this BAA to Business Associate with respect to such PHI.

(e) Provide access, at the request of the Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to the Covered Entity, or as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524. Business Associate shall have the right to charge the Individual a reasonable cost-based fee, as permitted by 45 CFR §164.524. Business Associate assumes no obligation to coordinate the provision of PHI maintained by other agents or subcontractors of the Covered Entity or business associates of the Covered Entity's Group Health Plan.

(f) At the request of the Covered Entity, make amendments to PHI that it maintains in a Designated Record Set, as directed by the Covered Entity, and to incorporate any amendments to PHI in accordance with 45 CFR §164.526.

(g) Make its internal practices, books, and records, including without limitation its policies and procedures and PHI, relating to the Services, available to Covered Entity, or upon its request to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with Privacy Rule.

(h) Document disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to an Individual's request for an accounting of disclosures of PHI in accordance with the Privacy Rule. Such records of disclosure shall include: (1) the date of disclosure; (2) the name of and, if known, the address of the recipient of the PHI; (3) a brief description of PHI disclosed; and (4) a brief statement that would reasonably inform Covered Entity of the purpose of the disclosure. Business Associate shall provide such information in the time and manner requested by Covered Entity.

(i) Request, use or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(j) To not use or disclose PHI that contains Genetic Information if such use or disclosure would violate GINA.

(k) not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.

(l) not make or cause to be made any communication about a product or service that is prohibited by

42 U.S.C. § 17936(a) as of its Compliance Date.

(m) not make or cause to be written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.
(n) accommodate reasonable requests by Individuals for confidential communications in accordance with 42 U.S.C. § 164.522(b)

3. **Security of Electronic PHI**. To fulfill its obligations under the Security Rule, Business Associate agrees to do the following:

(a) Establish and maintain appropriate administrative, physical and technical safeguards, as provided in 45 CFR §§ 164.308, 164.310, and 164.312, respectively, that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI.
(b) Follow generally accepted system security principles and the requirements of the Security Rule.
(c) Establish and maintain appropriate policies and procedures and documentation, as provided in 45 CFR §164.316.
(d) Ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such Electronic PHI.
(e) Report any Security Incident to Covered Entity within ten (10) business days of becoming aware of such Security Incident.

4. **Obligations of Covered Entity**.

(a) In accordance with 45 CFR §164.520, the Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI.
(b) Covered Entity will 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. All information received by Business Associate should be regarded as PHI unless it clearly contains no PHI.
(c) Covered Entity shall ensure that it provides to Business Associate only that PHI which is minimally necessary to perform the services provided by the Business Associate.

5. **Breach Notification Requirements**.

(a) For purposes of this Section 5, Business Associate shall have the responsibility, following a suspected Breach by Business Associate, to determine if such Breach constitutes a Breach of Unsecured PHI in accordance with the Breach Notification Rule. Business Associate shall notify the Covered Entity, in writing, within ten (10) business days following Business Associate's discovery of a Breach of Unsecured PHI.
(b) To the extent that Business Associate determines that a Breach of Unsecured PHI has occurred, Business Associate shall provide written notice, on behalf of the Covered Entity, within no more than sixty (60) days following the date the Breach of Unsecured PHI is discovered by Business Associate, or such later date as is authorized under 45 CFR §164.412, to:
    (1) each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of the Breach; and
    (2) the media, to the extent required under 45 CFR §164.406.
(c) Unless the individual has agreed to electronic notice as set forth in 45 CFR §164.404, Business Associate shall send notices to individuals described herein using the last known address of the individual on file with Business Associate. If the notice to any individual is returned as undeliverable, Business Associate shall take such action as is required by the Breach Notification Rule.

(d) Business Associate shall be responsible for the drafting, content, form and method of delivery of each of the notices required to be provided by Business Associate under this Section 5; provided, however that Business Associate shall comply, in all respects, with 45 CFR §164.404 and any other applicable breach notification provisions of the Breach Notification.
(e) Any notices required to be delivered by Business Associate hereunder shall be at the expense of the Business Associate.
(f) Business Associate shall conduct any risk assessment necessary to determine whether notification is required hereunder and will maintain any records related thereto in accordance with Business Associate's internal policies and procedures and the applicable provisions of the Breach Notification Rule.

6. **Application of Civil and Criminal Penalties**. Business Associate acknowledges that it is subject to 42 U.S.C. 1320d-5 and 1320d-6 in the same manner as such sections apply to a covered entity, to the extent that Business Associate violates §§ 13401(a), 13404(a), or 13404(b) of the HITECH Act.

7. **Term/Termination**.

(a) *Term.* This BAA shall be effective as of the later of: (1) the date the governing rule becomes effective; or (2) the date of execution of the BAA by both parties. This BAA shall terminate as provided in Section 7(b) below or upon ninety (90) days written notice by the Covered Entity or Business Associate.
(b) *Termination for Cause*. Upon either party's knowledge of a material breach of this BAA by the other party, the non-breaching party shall either:
  (1) Provide an opportunity for the breaching party to cure the breach or end the violation and, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, terminate this BAA and any underlying service agreement; or
  (2) Immediately terminate this BAA and any underlying service agreement if the breaching party has breached a material term of this BAA and cure is not possible; or
  (3) If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.
(c) *Effect of Termination.*
  (1) Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  (2) In the event that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In the event that it is determined that return or destruction of the PHI is infeasible, Business Associate will continue to extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. **Notices**. All notices, requests, consents and other communications hereunder will be: (a) in writing; (b) addressed to the receiving party's address set forth below, or to such other address as a party may designate by notice hereunder; and (c) will be either: (1) delivered by hand; (2) made via facsimile transmission; (3) sent by overnight courier; or (4) sent by registered or certified mail, return receipt requested, postage prepaid.

If to Business Associate:

EMI Health
ATTN: Compliance Officer
5101 South Commerce Drive
Murray, Utah 84107

If to Covered Entity:

Texas Hot Oilers
ATTN: Charlotte Plumlee
P. O. Box 1007
Giddings, Texas 78942

9. **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies or obligations whatsoever.

10. **Modifications and Amendments**. The terms and provisions of this BAA may be modified or amended only by written agreement, executed by the parties hereto and any such amendment will comply with the applicable requirements of HIPAA.

11. **Regulatory References**. A reference to HIPAA in this BAA or with respect to a section in the Privacy Rule, the Security Rule, GINA or the HITECH Act, means the section as in effect or as amended, and for which compliance is required hereunder.

12. **Relationship of the Parties**. Business Associate shall be deemed an independent contractor in the performance of its obligations hereunder and shall not be considered an agent of the Covered Entity.

13. **Severability**. The parties intend this BAA to be enforced as written. However if any portion or provision of this BAA will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this BAA, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this BAA will be valid and enforceable to the fullest extent permitted by law.

14. **Governing Law**. This BAA will be governed by and construed in accordance with the laws of the Utah to the extent not pre-empted by HIPAA or other applicable Federal law.

15. **Counterparts**. This BAA may be signed in counterparts, which together will constitute one agreement.

SCHEDULE B
ERISA DISCLOSURE

(NOTE: This Schedule does not apply to "governmental plans" as defined in Internal Revenue Code Section 414(d) and ERISA Section 3 32).

Prohibited Transaction Class Exemption 84-24 (PTE 84-24), as issued by the Department of Labor, permits the receipt of reasonable compensation by certain enumerated interested parties for services rendered if proper disclosure is given and the transaction is approved by appropriate independent Plan fiduciaries. PTE 84-24 requires that the transaction be at arm's length and in the best interest of Plan Participants. This notice serves to satisfy the disclosure requirement of PTE 84-24.

A. Description of Transaction:
Excess-loss Stoploss coverage Contract

B. Name of Insurer:
Educators Health Plans Life, Accident, and Health, Inc. (excess or stop-loss reinsurance carrier)

C. ____ The TPA is not affiliated with the Insurer whose contract is being recommended and is not limited by any agreement with the Insurer.

X The TPA is affiliated with the Insurer whose contract is being recommended or is limited by an agreement with the Insurer. Explain: The TPA and the excess stop-loss insurer are the same entity.

D. Sales Commission (expressed as a percentage of gross annual premiums). If override commissions apply, explain below:

Standard commissions and override apply.

E. Description of any additional charges, fees, discounts, penalties, or adjustment incurred by the Health Plan or which may be incurred by the Health Plan under the insurance company policy or contract.

F. EMI Health may receive additional compensation from the Insurer in the form of a production bonus, service fees, override commissions, or a profit sharing arrangement. Such compensation may be based upon EMI Health's potential volume of business with the Insurer, the overall profitability of the Insurer's business, or other similar factors. The amount of such additional compensation, if any, will not be known until the end of the agreement period with the Insurer. Information regarding such additional compensation, insofar as it relates to the Plan, will be available for the Plan fiduciaries' review after such amounts have been determined.

G. EMI Health may receive interest from banks on account balances and compensation from pharmaceutical manufacturers, health care providers, managed care service providers, PPOs, HMOs, large case negotiators, etc. EMI Health will retain such compensation to reasonably compensate EMI Health for its costs resulting from such utilization.

H. Pursuant to Section 1395x(V)(1)(1) of Title 42, of the U.S. Code with respect to any services furnished by EMI Health hereunder, the value or cost of which is $10,000 or greater over a 12-

month period, until the expiration of four years after termination of this Agreement, upon written request by the Secretary of the U.S. Department of Health and Human Services or the Comptroller General or the U.S. General Accounting Office or any of their duly authorized and appointed representatives, EMI Health will make available a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of services provided by EMI Health under this Agreement.

I hereby acknowledge that, in my capacity as an independent fiduciary with authority to act on behalf of the Health Plan, I have received the above information concerning the above transaction and I approve the transaction on behalf of the Health Plan. I am not an insurance agent or broker, pension consultant, or insurance company involved in the transaction. Further, I will not receive any compensation or other consideration, directly or indirectly, for my own personal account from any party dealing with the Health Plan in connection with the transaction.