

CONTRACT FOR SERVICES

Witnesseth, this agreement by and between NAVARRO COUNTY, TEXAS (hereinafter "COUNTY") a political subdivision of the State of Texas, and the Navarro County Ambulatory Care Association (hereinafter "NCACA"), a Texas nonprofit corporation, each acting by and through its duly authorized representative as follows, that

WHEREAS, IT IS IN THE BEST INTEREST OF THE CITIZENS OF Navarro County for local governments to cooperate, where possible, with outside organizations in the provision of services where such cooperation will result in efficient, high quality and cost-effective provision of services; and

WHEREAS, the county and the NCACA have found it advisable to enter into an agreement for the provision of personnel functions relating to administration of the NCACA; and

WHEREAS, THE County recognizes the NCACA does not have the resources available to perform the functions; and

WHEREAS, the County realizes this assistance and support would be helpful in providing necessary personnel functions for administration of the NCACA and serve a public purpose of assisting in providing medical services to the citizens of Navarro County.

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

SECTION I: SCOPE OF SERVICES

The County will provide personnel service relating to payment of salary and administration of benefits on behalf of the NCACA including, but not limited to:

- (a) Full-time employees of the NCACA will be paid through County payroll and participate in County benefits in the same manner as a regular, full-time employee of the County. Current payroll dates are the 15th and last workday of the month. The County will provide the NCACA with a payroll schedule at the beginning of each calendar year.
- (b) Standard benefits available to any regular, full-time county employee. These benefits include: Social Security (FICA), Medicare, employee health insurance coverage, retirement, workers' compensation and unemployment.
- (c) Optional benefits available to any regular, full-time county employee. These benefits include health and life insurance coverage for employee's dependents, deferred compensation, a full line of ALAC insurance coverage, YMCA membership, and credit union. Optional benefits will be paid by the employee through payroll deduction. These benefits are subject to change as determined by the Navarro County Commissioners Court. NCACA employees will be notified of changes in optional benefits in the same manner and at the same time as any other county employee.
- (d) NCACA employees will be allowed to participate in the County's Payroll Direct Deposit Program.
- (e) The County will be responsible for benefit reporting and administration on behalf of NCACA employees.

- (f) The County will provide a report of the reimbursement amount required to meet each payroll prior to the actual payroll date in order to facilitate the reimbursement process. This report will be provided by fax, e-mail or by any other means as agreed between the County and the NCACA.

The NCACA agrees to the following:

- (a) NCACA will be responsible for all payroll costs and will reimburse the total payroll amount, salary and benefits, at least one working day prior to each payroll date.
- (b) All prospective employees of the NCACA will be required to take a physical prior to employment. The NCACA will be responsible for the cost of the physical.
- (c) NCACA employees will be subject to the County's sick-leave policy. Under the current policy, the employee accrues one day of sick-leave for each month of service. The maximum accrual is 60 days. NCACA employees will be eligible to participate in the County's sick-leave pool.
- (d) The NCACA may elect to follow the County's Vacation Policy. If such an election is made the NCACA will provide a time sheet to the County Treasurer's Office for each payroll period no later than each payroll date. If the NCACA elects to establish its own Vacation Policy, no vacation reporting will be required.
- (e) NCACA employees will be required to attend employee meetings held in regard to standard benefits such as health insurance and retirement in order to remain informed as to changes in these benefits as they occur.

SECTION 11: TERM OF AGREEMENT

- (a) The primary term of this Agreement shall be one (1) year. The Agreement will renew automatically each year unless notice is given as described in Section II (b).
- (b) Either party to this Agreement may cancel and terminate the same upon ten (10) days written notice.

SECTION III: MISCELLANEOUS TERMS AND CONDITIONS

- (a) The NCACA shall indemnify and hold harmless the County from any and all claims, losses, damages, costs, expenses or liabilities, including but not limited to attorneys' fees, of any kind arising under this Agreement or as a result of the County's performance hereunder.
- (b) This Agreement is not enforceable until approved and authorized in writing by the governing bodies of both parties.
- (c) **Force Majeure:** The parties to this agreement shall not be held to be in breach of the Agreement when they are prevented from performing their obligations under this Agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions or preemptions, embargoes, the act of default of the other party or other event beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical.
- (d) **Prior Agreement/Amendment:** This Agreement contains all agreements or understandings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This

Agreement shall not be modified or amended except by written instrument executed by duly authorized representatives of both parties.

- (e) **Venue:** This Agreement shall be deemed performable in Navarro County, Texas, and venue of all disputes relating thereto shall lie in the courts of Navarro County, Texas.
- (f) **Notices:** Any notice required or permitted to be given hereunder or under the laws of this State shall be given in writing and may be given via the United States Postal Service, certified mail or commercial courier services, addressed to the applicable party at the address set forth below:

County: Navarro County, Texas
 County Auditor's Office
 300 West Third Avenue, Suite 4
 Corsicana, TX 75110

NCACA: NAVARRO COUNTY AMBULATORY CARE ASS
PO BOX 518
CORSICANA TX 75110

Either party may, by written notice to the other party, specify a different person and address for notice purposes.

APPROVED AND RATIFIED by Navarro County, Texas this 23rd day of January, 2023.

ATTEST:

Henry Davel
 County Clerk
 Navarro County, Texas



NAVARRO COUNTY, TEXAS

BY: *HM Davenport*
 HM Davenport
 County Judge

APPROVED AND RATIFIED by the Board of Directors of the Navarro County Ambulatory Care Association this 20 day of January, 2023.

ATTEST:

NAVARRO COUNTY AMBULATORY CARE ASSOCIATION

Mary Stealy
 Secretary

BY: *Mary Summerall - CEO*
 President
Emily Carroll - President