

CONTRACT BETWEEN NAVARRO COUNTY AND NAVARRO COUNTY AMBULATORY CARE ASSOCIATION dba THE KENT ROGERS CLINIC FOR THE PROVISION OF INDIGENT HEALTHCARE SERVICES

Navarro County, a political subdivision of the State of Texas, hereinafter referred to as “the COUNTY,” and Navarro County Ambulatory Care Association doing business as The Kent Rogers Clinic located at 508 N. Main Street, Corsicana, Texas 75110-3010, referred to hereafter as “the CONTRACTOR,” agree to the provisions of indigent healthcare services as outlined below for the period June 1, 2024 through May 31, 2029. The COUNTY and the CONTRACTOR are sometimes referred to herein collectively as “the parties.”

RECITALS

- The COUNTY has a statutorily mandated responsibility to provide basic health care services to indigent citizens of Navarro County, Texas.
- The COUNTY desires to have and agrees to pay for healthcare services performed for eligible persons entitled to indigent residents of the COUNTY as determined by the CONTRACTOR, and subject to existing law.
- The CONTRACTOR agrees that it will provide competent healthcare services to indigent residents of Navarro County, Texas, or arrange for such services to be provided by other competent providers, as required by the controlling standards and rules of professional conduct, licensure, and Texas law.
- The COUNTY and the CONTRACTOR agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of healthcare services to eligible residents of the COUNTY by the CONTRACTOR and to reimburse CONTRACTOR for expenses reasonable incurred in screening individuals to determine whether they qualify as indigent.

TERMS AND CONDITIONS

The parties AGREE as follows:

I. DURATION OF CONTRACT

This Contract shall commence on June 1, 2024 and terminate on May 31, 2029, unless extended or terminated earlier in a manner allowed by this Contract. The COUNTY may, in its sole discretion, extend the term of this Contract for an additional period of up to another five years by providing notice to CONTRACTOR at least 180 days prior to the date of termination.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible Resident:

Eligible Resident means a person who is a resident of Navarro County and has been determined by the CONTRACTOR to meet the requirements of indigence pursuant to the laws of the State of Texas, and to be entitled to indigent healthcare services after application

to CONTRACTOR and approval.

B. Indigence/Indigent:

Indigence/Indigent shall mean and/or include:

1. An Uninsured person
2. Who is a resident of Navarro County, Texas;
3. Who requires "Basic Healthcare Services" as required by the State of Texas;
4. Who has completed an application for indigent healthcare services to be reviewed by CONTRACTOR; and
5. And who meets the requirements for indigency pursuant to Texas Law for income, resources, residency, and household composition;

C. Indigent Healthcare Services: The services for which the COUNTY is to pay the CONTRACTOR are Indigent Healthcare Services, including the Basic Services as set forth in this Contract, and which includes, but not limited to vaccines; medical screening; yearly physical exams; and laboratory and radiology services.

D. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract.

III. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for all purposes arising out of this Contract, an independent contractor, and neither the CONTRACTOR nor its employees shall be deemed employees of the County. The CONTRACTOR shall complete the requirements of this Contract according to the CONTRACTOR'S own means and methods of work, which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the COUNTY, but which will be executed under the licensure requirements for each person licensed for the provision of services contemplated by this Contract, except as specified herein.

IV. SCOPE OF SERVICES.

A. Together with other indigent healthcare services under direct contract to COUNTY, if any, CONTRACTOR, shall provide healthcare services to all eligible residents in Navarro County, Texas.

B. CONTRACTOR may utilize the services of other licensed providers and suppliers ("SUBCONTRACTORS") as needed, and as approved under the requirements of Section XVII of this Contract, in order to supply Eligible Residents with the required healthcare services (e.g. pharmacy and laboratory testing) that CONTRACTOR does not have the capability of providing itself, but such services fall under the requirements for Basic Healthcare Services. SUBCONTRACTOR costs, subject to COUNTY approval and subject to the requirements of applicable law, may be paid or reimbursed by COUNTY, otherwise agreed by COUNTY in writing, or provided under section XVII of this Contract.

V. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. CONTRACTOR shall have physically separate offices from the COUNTY to provide indigent healthcare services. CONTRACTOR shall maintain all ethical and communications privacy provisions as required by state and federal law. HOWEVER, CONTRACTOR shall report, as necessary for the operation of the indigent healthcare services programs for COUNTY, such information as required to COUNTY.
- B. CONTRACTOR agrees not to accept compensation directly from the patient on cases that qualify for indigent healthcare under this Contract.
- C. CONTRACTOR shall maintain the right to have other paying and insured private clients outside of this Contract; provided, however, that they shall structure their private practices in such a way as to avoid any conflicts with the indigent healthcare program covered by this Contract.
- D. CONTRACTOR further agrees that it will, in concert with COUNTY, and on its own, apply and attempt to participate in any and all grant programs that would further contribute to the payment for indigent healthcare services provided by CONTRACTOR under this Contract.
- E. CONTRACTOR agrees that it has secured or will secure at its own expense, all persons, employees, office space within Navarro County and equipment required to perform the services contemplated/required under this Contract.

VI. MINIMUM QUALIFICATIONS FOR STAFF OF CONTRACTOR PROVIDING INDIGENT HEALTHCARE SERVICES

- A. CONTRACTOR shall be licensed to practice medicine in Texas (i.e., shall be an active member of the Texas Medical Community with any required license up to date and current), and shall be capable, along with its staff of legally rendering the medical and other services required by CONTRACTOR under this Contract.
- B. CONTRACTOR shall follow Texas Health and Safety Act, Chapter 61, Indigent Healthcare; and all other pertinent portions of Texas laws, rules, and guidelines.
- C. Failure on the part of the CONTRACTOR to maintain medical standards in its clinic shall be considered a material breach of this Contract.

VII. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR shall provide quality healthcare services to all eligible clients to whom the CONTRACTOR determines are eligible for indigent services:
- B. CONTRACTOR shall maintain adequate office space and hours during normal business hours for appointments with eligible indigent clients. CONTRACTOR shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. CONTRACTOR shall make return calls within 24 hours of all calls from clients for which a message is left

requesting a return call.

- C. CONTRACTOR shall adequately treat and inform indigent patients in the same manner and processes as its non-indigent patients.
- D. In the event that CONTRACTOR is unable to provide Basic Healthcare Services as contemplated by this Contract, then arrangements shall be made for adequate coverage, at no additional cost to the COUNTY.

VIII. CONTRACTOR EVALUATION

In June of each year during the term of this Contract, and any extension thereof, commencing June 2025, the COUNTY shall appoint a team of 5 persons from the COUNTY who will meet with CONTRACTOR to review the prior year's progress in Indigent Care and to adjust, if needed, this Contract to better suit all parties involved, including the indigent residents who utilize the services contemplated by this Contract. If it is determined that CONTRACTOR is incapable of providing adequate services under this Contract, the COUNTY may terminate this Contract as provided in paragraph XV.

IX. COMPENSATION AND METHOD OF PAYMENT

- A. For services provided under this contract, COUNTY shall pay CONTRACTOR up to \$_____ monthly, for the period of June 1, 2024 through May 31, 2025, for reimbursement of reasonable expenses incurred in connection with the performance of services related to screening and qualifying applicants.

In addition, and subject to applicable state law, COUNTY agrees to also pay for health care services provided by CONTRACTOR and SUBCONTRACTORS in connection with the provision of health care services to qualified individuals. The timing and mechanisms of approval and payment will be negotiated between CONTRACTOR and COUNTY in a separate memorandum of understanding.

- C. Notwithstanding anything to the contrary, COUNTY shall not be required to pay for services in excess of those individually and cumulatively required by applicable law. Any additional payments will be provided by private, state, and/or federal programs that contribute to indigent healthcare, or are discretionary COUNTY funds that can be disseminated to CONTRACTOR by COUNTY in its sole discretion.
- D. CONTRACTOR shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff, transportation, and other materials, services, and persons necessary to perform this Contract.
- E. COUNTY has no obligation to withhold any taxes or other payments from the sums paid CONTRACTOR by COUNTY pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of CONTRACTOR.

X. REPORTS AND INSPECTIONS

- A. CONTRACTOR agrees to submit to the COUNTY the following reports at the times prescribed by COUNTY. Failure to submit required reports may be considered a breach of this contract and may result in the COUNTY withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section XIV (Corrective Action), if needed.
- B. CONTRACTOR shall provide the COUNTY or its designated officer a quarterly report of services rendered by CONTRACTOR during the previous calendar quarter. The report shall be submitted within ten working days after the end of said calendar quarter and shall include:
1. The number of services rendered by type that CONTRACTOR has performed during that quarter.
 2. Any other information as required by COUNTY.
- C. Board Complaints: CONTRACTOR shall immediately notify the COUNTY in writing if the CONTRACTOR becomes aware that a complaint lodged with the appropriate State licensing agency has resulted in the public or private reproof, suspension, or disbarment of any professional providing services under this Contract. In the event of a report of a private reproof, COUNTY shall maintain confidentiality of said report to the extent permitted by law.
- D. Inspections: CONTRACTOR agrees to grant the COUNTY full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the COUNTY may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the CONTRACTOR shall provide to the COUNTY right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the CONTRACTOR in a way that allows access by the COUNTY without breaching such confidentiality or privilege. The CONTRACTOR agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the COUNTY agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The COUNTY will respect the physician-patient privilege and any other confidentiality statute such as HIPAA.

XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. CONTRACTOR shall prepare and maintain records sufficient to enable COUNTY to determine the cost of indigent care services.
- B. Records shall be maintained for a period of five years after termination of this Contract unless written permission to destroy them is granted by the COUNTY.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. The COUNTY assumes no responsibility for the payment of any compensation, wages,

benefits, or taxes by the CONTRACTOR or its employees or others by reason of the Contract. CONTRACTOR shall protect, indemnify, and save harmless the COUNTY, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from CONTRACTOR's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the COUNTY'S wrongful withholding of funds due under this Contract.

- B. CONTRACTOR agrees that it is financially responsible and liable for and will repay the COUNTY for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.
- C. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by CONTRACTOR, or its agents, officers, or employees. CONTRACTOR'S obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. CONTRACTOR'S obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a CONTRACTOR, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

CONTRACTOR'S obligation to defend, indemnify, and hold the COUNTY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by COUNTY as a COUNTY employee or officer.

XIII. INSURANCE

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Navarro County Auditor at least five (5) days prior to the start of services to be performed by the CONTRACTOR. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Auditor.

A. General Liability. CONTRACTOR shall procure, and maintain during the entire term of this Contract, a policy of general liability insurance which covers all the work and services to be performed by CONTRACTOR under this Contract. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by CONTRACTOR under this Contract. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of Texas, and having at least

a "Best's" policyholder's rating of "A" or "A+." COUNTY will be named as "an additional named insured" on this policy. CONTRACTOR will provide the COUNTY a copy of the policy, a certificate of insurance, and an additional insured form showing the County as "an additional named insured". The certificate of insurance shall indicate that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.

B. Business Vehicle. If CONTRACTOR, or any employee or agent thereof, utilizes a motor vehicle in performing any of the work or services under this Contract, the CONTRACTOR shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all CONTRACTOR- owned vehicles and all hired and non-owned vehicles used in performing under this Contract.

C. Workers' Compensation. CONTRACTOR shall provide worker's compensation insurance coverage, in the legally required amount, for the CONTRACTOR'S employees utilized in providing work and services pursuant to this Contract. By executing a copy of this Contract CONTRACTOR acknowledges its obligations and responsibilities to its employees under the Texas Labor Code, and warrants that CONTRACTOR has complied with and will comply during the term of this Contract with all provisions of the Texas Labor Code with regard to its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

D. Professional Liability Insurance. CONTRACTOR shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least five (5) days prior to the start of any work by CONTRACTOR.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims- made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

XIV. CORRECTIVE ACTION

If the COUNTY reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The COUNTY will notify the CONTRACTOR in writing of the nature of the breach.
2. The CONTRACTOR shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The COUNTY will notify the CONTRACTOR in writing of the COUNTY'S determination as to the sufficiency of the CONTRACTOR'S corrective action plan. The determination of the sufficiency of the CONTRACTOR'S corrective action plan will be at the discretion of the COUNTY and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the CONTRACTOR does not concur with the determination, the CONTRACTOR may request a review of the decision by the Board of Supervisors. COUNTY agrees that it shall work with the CONTRACTOR to implement an appropriate corrective action plan accepted by the COUNTY or, if review has been requested, by A select committee appointed for this reason by the COUNTY.

In the event that CONTRACTOR under this Contract does not respond to the COUNTY'S notification within the appropriate time, or the CONTRACTOR'S corrective action plan for a substantial breach is determined by the COUNTY, following review by the Select committee, if found to be insufficient, the COUNTY may commence termination of this Contract in whole or in part pursuant to Section XV (Termination and Suspension.)

In addition, the COUNTY reserves the right to withhold a portion of subsequent payments owed the CONTRACTOR which are directly related to the breach of the Contract until the COUNTY is satisfied that corrective action has been taken or completed as described in Section IX (Compensation and Method of Payment.)

XV. TERMINATION AND SUSPENSION

- A. COUNTY may terminate this Contract in whole or in part upon 90 days written notice to the CONTRACTOR in the event that the CONTRACTOR under this contract:
 1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
 2. Engages in misappropriation of funds or misconduct as determined by Navarro County; or
 3. The duties, obligations, or services herein become illegal, or not feasible.

Before the COUNTY terminates this Contract pursuant to this Section XV, the COUNTY shall provide the CONTRACTOR written notice of termination, which shall include the reasons for termination and the effective date of termination. The CONTRACTOR shall have the opportunity to submit a written response to the COUNTY within ten working days from the date of the COUNTY'S notice. If the CONTRACTOR elects to submit a written response, the COUNTY will review the response and make a determination within ten days after receipt. In the event the CONTRACTOR does not concur with the

determination of the COUNTY, the CONTRACTOR may request a review of the decision by the Board. In the event the County Board reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board. The Contract will remain in full force pending such termination. CONTRACTOR understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

- B. CONTRACTOR reserves the right to terminate this Contract with cause with 120 days written notice should the COUNTY materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, CONTRACTOR shall provide COUNTY with written notice of the alleged breach and COUNTY shall have 30 days in which to cure the breach. In the event that the CONTRACTOR terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the COUNTY, the CONTRACTOR shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the COUNTY that (i) no default actually occurred, or (ii) the failure to perform was without the CONTRACTOR'S control, fault or negligence.
- C. COUNTY or CONTRACTOR may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.
- D. Following termination or suspension of this Contract, the CONTRACTOR shall continue to provide services to indigent residents who had begun a treatment regime, and the COUNTY will be liable for any payments owed for the completion of that healthcare regime. The CONTRACTOR shall remit to the COUNTY any excess monies paid, but the work had yet to be completed or performed under the Contract. The COUNTY may request that the CONTRACTOR attempt to withdraw from any case not completed, and in that event, CONTRACTOR shall use best efforts to so turn the patient over to a different indigent care provider. The COUNTY will honor payment to the CONTRACTOR upon showing that services were provided for an eligible resident under the indigent healthcare program.
- E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the CONTRACTOR shall return to the COUNTY those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the CONTRACTOR by the COUNTY.
- F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in Section I.
- G. The ability of the COUNTY to enter into this Contract is based upon available funding from tax rolls and other various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, or is not collected, at any time during the term of this Contract COUNTY has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying CONTRACTOR of the termination, reduction, or modification of available funding. Upon receipt of such notice, CONTRACTOR may at its option terminate this

Contract without incurring any penalty or breaching the Contract.

XVI. FINANCIAL RESPONSIBILITY

The CONTRACTOR shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the CONTRACTOR, when not released within ten days, shall constitute a material breach of this Contract. Bankruptcy by the CONTRACTOR under this contract shall constitute a ground for termination of the Contract.

XVII. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign or subcontract any portion of this Contract without consent of the COUNTY. Any consent sought must be requested by the CONTRACTOR in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to locum tenons made on behalf of the CONTRACTOR under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of COUNTY) shall meet all experience requirements imposed by this Contract. COUNTY shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the CONTRACTOR under this contract.
- B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of healthcare services under the Contract to clients of the CONTRACTOR.
- C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the COUNTY. A fully executed copy of such contract shall be provided to the COUNTY before a subcontractor may begin to provide services under this Contract. The COUNTY shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the COUNTY reasonably deems to be not qualified. Upon request of the CONTRACTOR, the COUNTY shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to CONTRACTOR:

If to COUNTY:

With a copy to:
Navarro County Counsel

IXX. TRANSFER OF PATIENTS UPON TERMINATION OF CONTRACT

Upon termination of this Contract, or upon expiration or pursuant to Section XV, CONTRACTOR shall cooperate fully with the COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of healthcare services from CONTRACTOR to its successor. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor CONTRACTOR and to ensure the continued adequate medical treatment by the successor CONTRACTOR.

XX. NONDISCRIMINATION

During the performance of this Contract, neither the CONTRACTOR nor any party subcontracting with the CONTRACTOR under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The CONTRACTOR shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXI. CONFLICT OF INTEREST

No officer, employee, or agent of the COUNTY, or the State of Texas, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or in CONTRACTOR. If required by state law or by the COUNTY's own code, CONTRACTOR shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

XXII. MISCELLANEOUS PROVISIONS

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this

Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties agree that this Contract shall be governed by the laws of the State of Texas, and venue will lie in Navarro County, Texas.

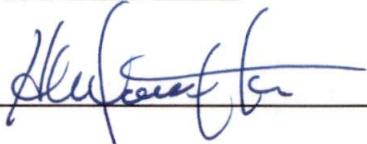
The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

EXECUTION

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND AGREED TO THESE TERMS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS _____ DAY OF _____.

NAVARRO COUNTY

By: 

Dated: MAY 28-, 2024

CONTRACTOR

By: _____

Dated: _____