

Kennedy

Attorneys & Counselors at Law

February 13, 2024

Via email terry@terryjacobsonlaw.com

County Judge H.M. Davenport, Jr.
Navarro County, Texas
Navarro County Courthouse
300 W. 3rd Ave., Suite 2
Corsicana, TX 75110

RE: Scope of Engagement Letter

Dear Judge Davenport:

We are pleased you have selected our law firm for your legal services. We are a health law boutique concentrating practice in healthcare regulatory and payment matters and other business services to healthcare providers and practitioners. Many of our clients are providers and practitioners participating in federal and state healthcare programs. We are required to set out in writing, the terms under which we furnish legal services. This letter sets out those terms and, upon your signature, will reflect your agreement to those terms.

ENGAGEMENT

Our engagement is to represent **Navarro County, Texas** (hereinafter referred to as "the Client"). This engagement does not include representation or protection of the interests of any of the Client's affiliates, subsidiaries, parents, individual directors, officers, employees, shareholders or other constituents. Our advice to the Client may involve matters that adversely affect the interests of or may conflict with the interests of such individuals or affiliates. In all such matters, our sole duty is to represent the interests of the Client.

We understand that the legal services contemplated at this time involve **advise Client on indigent care obligations under state and federal law**. If the Client requests, and the Firm agrees, the Firm will provide additional services with respect to additional matters. The terms of this letter will apply to such additional services unless superseded by another written agreement.

Client should expect high quality legal representation furnished in a courteous and responsive environment. If Client has any experience that falls short of its expectations, Client agrees to notify the Firm immediately so that we can address the problem.

The individuals signing this agreement warrant that they have the authority to enter the agreement on behalf of the Client. This Agreement will not take effect, and the Firm will have no obligation to provide legal services to the Client, until the firm receives a fully executed copy of this Agreement and the Client has paid the required retainer fee.

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markkennedylaw.com

DISCLAIMER OF GUARANTEE

It is impossible to foresee or predict the ultimate result or success of any engagement. Nothing in this agreement and nothing in any attorney's statement to the Clients will be construed as a promise or guarantee about the outcome of the matter. The Firm makes no such promises or guarantees.

BILLING AND FEES

We are not able to predict with any certainty the amount of effort that will be required to accomplish a specific task. It is not unusual for unexpected events to arise that materially affect the amount of legal work required.

Mark S. Kennedy will be the attorney assisting you with this matter, however, other attorneys within the firm or of counsel to the firm may also provide services on your behalf. Each individual assigned to work on this matter will keep records of the time expended in this representation, including preparation and review of documents, correspondence, telephone and office conferences, legal research, and any other time which, in our professional judgment, must be spent in the performance of our representation. From time to time this may include conferences with other attorneys in the Firm who have background, knowledge and experience in particular aspects of the representation.

We charge **\$305.00 per hour** for attorney time, and our time is kept and billed in tenths-of-an-hour. Certain work is billed at a fixed fee amount. We also charge for expenses incurred such as postage, travel, consultant fees etc., which are charged at the actual expense amount with no markup. To keep fees to a minimum, we may use and supervise persons who are not attorneys to perform services that do not require a law license and we will bill a reasonable fee for their services depending upon the work performed. We bill in hourly increments of one-tenth of an hour. We furnish a monthly invoice that will itemize all the services provided, by whom and any expenses incurred on your behalf. We understand clients' need to budget and we do our best to keep fees to a minimum and to alert you when we anticipate extraordinary time or expenses.

Our standard hourly fee is **\$305**. Our fee structure may be modified. In the event rates are increased, it will only be applied prospectively after notice to Client.

For the work anticipated at this time, we require an initial **retainer of \$4,500.00. Failure to pay and maintain retainer may result in withdrawal of representation.** We will deposit this amount in our Client Trust Account. Invoices are payable upon receipt at our office in Dallas County, Texas, and will be deducted from money you deposit in advance to our Client Trust Account. If the retainer is about to become exhausted, you may be asked to supplement the retainer with an additional deposit. If you fail, after written request, to keep an adequate amount of money on deposit in our Client Trust Fund to pay reasonably anticipated monthly invoices as they are generated, we may, at our sole discretion, withdraw from representation. We are under no obligation to incur any expense from a third party if sufficient funds are not maintained by you in our Client Trust Account. Any excess balance remaining in the Client Trust Account will be promptly refunded after the work is finished. You will be furnished with an invoice on a monthly basis that will itemize all the services provided, by whom and any expenses incurred on your behalf.

The Client has the right to terminate, in writing, our representation at any time. In the event of termination of this engagement by either party, all fees and expenses incurred on the Client's behalf, whether billed or unbilled, shall become immediately due and payable to the extent not already billed and payable.

Further, if the scope of our representation changes from that described above, we may require an additional deposit to our Client Trust Account.

INFORMATION FROM THE CLIENT

The firm will not be responsible for independently verifying the truth and accuracy of information supplied by or on behalf of the Clients to the Firm. The Client's delivery of such information to the Firm constitutes a warranty of its accuracy and completeness. In addition, the Client understands that the Firm will be relying on the Client to review for correctness all documents or communications drafted by the Firm that will or could be submitted to third parties or reviewed by auditors or examiners, including regulatory authorities. The Firm will not be responsible for any due diligence in connection with the acquisition of any property unless specifically provided in writing signed by both parties.

CLIENT CONTACT

The Firm's contacts with the Client for this engagement will be **County Judge H.M. Davenport, Jr. and Terry Jacobson, Esq.** and the Firm will act only pursuant to instructions received from them concerning this matter.

ELECTRONIC COMMUNICATIONS

The Client recognizes that electronic communications cannot be fully protected from unauthorized interception. In addition, human error may at times result in electronic communication being mis-sent or misrouted once received. Nonetheless, for efficiency purposes, the Client authorizes the Firm to transmit information, including information of a confidential nature, to the Client by e-mail and facsimile.

DOCUMENT RETENTION

We will retain all documents you furnish us in our client files for this matter. At the conclusion of this matter, it will be the Client's obligation to advise us which, if any, of the documents in our files are to be returned to the Client. We may keep copies for our records to the extent we deem advisable. We will retain any remaining documents in our files for a limited period of time and ultimately will destroy them in accordance with our retention program then in effect. Client agrees that all the Firm's work product is the property of the Firm.

CONFLICTS OF INTERESTS

As of the date of this letter, the Firm has conducted a search of its other client relationships in order to determine whether this representation would create a conflict of interest in connection with any other attorney-client relationships of the Firm. Notwithstanding that fact, issues involving the legal affairs of other Firm clients, while not perceived to be present now, could arise such that the interests of other Firm clients and the Client could become adverse at a future date. In the event this occurs, the Firm could not represent the Client in a matter adverse to another Firm clients, and the Client would be required to retain new counsel to represent its interests in such matter. In such event, the Firm will spend sufficient time with substitute counsel to educate them in relation to the status of the engagement, to the extent of the Firm's involvement, at no cost or expense to the Client.

COMPLAINT TO THE STATE BAR

The State Bar of Texas requires we advise the Client as follows:

“The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.”

GOVERNING LAW; COMPLETE AGREEMENT

This engagement letter, and the relationship between the Client and the Firm (including any dispute), shall be governed by the laws of the State of Texas. This engagement letter contains the entire agreement between the Clients and the Firm regarding the matters described herein and supersedes any and all prior oral or written agreements.

This engagement letter may only be changed by a written amendment executed by both the Client and the Firm, except that the purpose of the engagement may be changed as provided above.

EXECUTION OF AGREEMENT

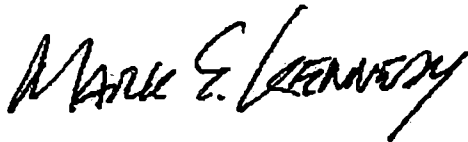
We will need a written confirmation of the terms of our services and your agreement to those terms by **signing one copy of this letter and returning it to us with your retainer payment of \$4,500.00 payable in accordance with this agreement to the Mark S. Kennedy, P.C. Client Trust Account.** Thank you again for calling. We work hard to earn the confidence our clients place in us.

If you have questions, please do not hesitate to call our office.

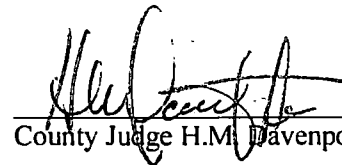
Yours truly,

Accepted and agreed to:

Navarro County



Kennedy, Attorneys & Counselors at Law



2-14-24
County Judge H.M. Davenport, Jr. (Date)