

CONTRACT AGREEMENT
BETWEEN
NAVARRO COUNTY, TEXAS AND
NAVARRO COUNTY AMBULATORY CARE ASSOCIATION, DBA:
DR. KENT E. ROGERS CLINIC

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 only payroll and benefit functions relating to 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 payroll functions for the administration of benefits of the NCACA to better 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 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 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 employee. These benefits include health insurance and life insurance coverage for employee's dependents, deferred compensation, a full line of AFLAC 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 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 County 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 with NCACA. The NCACA will be responsible for the cost of the physical.
- (c) The NCACA may elect to follow the County's Vacation and Sick Policy. If such election is made, the NCACA will provide a timesheet 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.
- (d) NCACA employees will be required to attend employee meetings held regarding standard benefits such as health insurance and retirement to remain informed as to changes in these benefits as they occur.
- (e) NCACA CEO has the authority to hire and fire employees, evaluate, discipline, decide salaries, (with Board of Directors setting salary ranges) provide training, write job descriptions for the Health Center, and to conduct day to day operations. The County will have no input.
- (f) NCACA will be responsible for professional medical liability.

SECTION II: 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 ninety (90) days written notice.

SECTION III: MISCELLANEOUS TERMS AND CONDITIONS:

- (a) The NCACA shall indemnify and hold harmless the County from all claims, losses, damages, costs, expenses, or liabilities, including but not limited to attorney's fees, of any kind arising under this Agreement or because 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 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, Texas 75110

NCACA Navarro County Ambulatory Care Association
PO BOX 2222
Corsicana, Texas 75151

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