

**AMENDED AGREEMENT FOR
EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES**

THIS AGREEMENT is made and entered into by and between Brazoria County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Next Level Urgent Care, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County and Contractor entered into An Agreement for Employee Health and Wellness Clinical Services on, or about February 1, 2019; and

WHEREAS, County and Contractor wish to Amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section One. Services

- A. Contractor shall render on-site medical and wellness services to participating County employees, retirees and dependents and the County of Brazoria ("County") employees and dependents (hereinafter "clinic patients") in accordance with the Request for Proposal 18-48 for Employee Clinic Services, attached as *Exhibit A*, which exhibit is incorporated herein for all purposes, and the Response by Contractor attached as *Exhibit B*, which exhibit is incorporated herein for all purposes, specifically Option 2 and the other services described herein. Contractor shall meet or exceed the representations and requirements made in *Exhibits A and B*, unless requirements are subsequently modified by the written agreement of the Parties (hereinafter "Services").
- B. The Clinic shall be open as follows:
 - 1. 7:00 a.m. to 8:00 a.m. for lab draws;
 - 2. provider hours shall be Monday through Friday from 8:00 a.m. to 4:00 p.m.
- C. The Parties agree that the Primary Care services to be provided shall include, but are not limited to: health promotion, disease prevention, health maintenance, regular exams, minor emergency care, immunization, vaccinations and allergy management, counseling, patient education, diagnosis and treatment of acute and chronic illnesses which may involve collaborating with other health professionals, and utilizing consultation or referral as appropriate.
- D. Contractor shall design its services to accommodate a minimum of 20 patient appointments each day the clinic is open.

- E. Contractor shall not bill or otherwise solicit payment from Clinic patients, County or its group health plan, or County or its group health plan for Services.
- F. County, acting through its Human Resources Department, will provide Contractor access to a list of eligible participants to utilize the Clinic. County will maintain the accuracy of the list at all times.
- G. County, acting through its Human Resources Department (“Project Manager”), will provide Contractor access to a list of eligible participants to utilize the Clinic. County will maintain the accuracy of the list at all times.
- H. Contractor shall communicate all requests for direction, factual or statistical information relating to Services to the Project Manager. However, the Project Manager shall not serve as the agent of County or the Commissioners Court for any purpose other than conveying factual or statistical information. Contractor may rely on all factual or statistical information supplied by the Project Manager in response to these requests.
- I. Should the Medical Professional refer a patient to a hospital or another physician, medical professional, medical facility or other vendor for additional medical services outside of County Facility(ies), the Medical Professional shall make such referrals to approved vendors and providers under the County’s or County’s medical health plan or EAP as appropriate for benefit coverage eligibility. In addition, the Medical Professional shall assist the patient in obtaining pre-certification prior to undertaking any medical service for which pre-certification is a prerequisite to benefit coverage eligibility under County’s or County’s medical health plan or EAP.

Section Two. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays. Contractor will include sixteen hours of an MD onsite to see patients monthly and the remainder of the schedule will be staffed by an Advanced Practice Provider. Contractor will provide support personnel to provide for efficient operation of the health clinic.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by their conduct becomes detrimental to the Clinic shall, upon request of County, immediately be removed from association with the Clinic.
- C. All persons (whether Contractor’s employees or Contractor’s contractors) providing services under this Agreement shall submit to a background investigation conducted by the County. County may accept a criminal background investigation consisting of a minimum of five (5) years state and federal inquiry conducted by Contractor if conducted within the

ninety (90) days of hire by Contractor. Contractor is to notify the Project Manager of any and all personnel changes.

- D. At all times during the Agreement, Contractor shall ensure that Contractor's personnel maintain in good standing all professional license(s) and accreditations(s) applicable to Services. Contractor shall perform all acts necessary to ensure that Contractor's personnel maintain and improve their professional competence and training. Contractor shall notify County within two (2) business days if any adverse action related to personnel professional license(s) or accreditations(s) occurs. Contractor will provide the County with copies all license(s) and accreditations(s).

Section Three. Use of Clinic Space by Contractor

- A. Services shall be provided by Contractor at a County owned or leased building, hereinafter referred to as "the Clinic", as determined by County, which Contractor may use only for the purpose of providing health and wellness clinic operation services pursuant to this Agreement. The Clinic is located at 20799 County Road 171, Angleton, Texas 77515. Except as may be stated in writing provided to County, Contractor has inspected the Clinic and found it acceptable in "as is" condition for the performance of the Services.
- B. Any and all improvements of the Clinic, including any changes, modifications or additions, requested by Contractors must be reviewed and approved in advance by County, and shall, if approved, be constructed by County and funded by County unless otherwise mutually agreed by the Parties. All improvements to the Clinic shall become part of the Clinic, shall remain subject to this Agreement and shall be surrendered by Contractor upon termination of this Agreement. Personal property, furniture, and equipment removable without damage to the Clinic structure and paid for by Contractor shall remain the property of Contractor at all times.
- C. Contractor shall have the right to erect graphics or signs within or upon the Clinic, provided that: (1) Contractor shall bear the cost of all graphics or signs placed within the Clinic; and (2) all graphics and signs shall be approved in advance by County. All material distributed or posted by Contractor shall clearly indicate the material is being distributed or posted solely by Contractor and is not distributed, posted or sponsored by County. Contractor shall be prohibited from using the County name, County logo or County seal on any signage, stationery, informational material, forms or any other material used, posted or distributed by Contractor, including internet websites, without prior approval on a case-by-case basis.
- D. County shall not be responsible for any loss or damage to any equipment or supplies of Contractor, its agents, employees or subcontractors.
- E. County will be responsible for the lawful disposal of hazardous medical waste generated within the Clinic through an already existing contract.
- F. Contractor shall keep the Clinic in a clean, safe and attractive condition.

- G. County shall be responsible for utilities and facility maintenance of the Clinic to include the foundation, roof, exterior walls, main plumbing, central heating and cooling, cleaning services and utilities.
- H. Contractor shall notify the County's Project Manager whether additional items are needed or as equipment, electronics or furniture needs restoration, repair or replacement, with adequate notice consistent with County procurement and budget policies and procedures to enable County to timely restore, replace or repair said software, equipment, electronics or furniture that are needed for services agreed upon for any upcoming County fiscal year.
- I. It is the responsibility of Contractor to promptly notify County when maintenance/repair service is required including service for medical equipment, prior to maintenance or repair service commencing. The Project Manager must preapprove all maintenance or repair services in writing.

Section Four. Compensation and Payment

- A. Contractor's fees shall be calculated in accordance with Option 2, *Exhibit B*, consisting of the following:
 - 1. \$63,192.26 per month (increase to account for escalations and increased cost associated with operations)
 - 2. Pass-thru costs of clinic supplies and labs;
 - 3. Third Party HRA through HealthStatus at an annual cost of \$5,000 to be paid as a one-time lump sum payment with the initial payment; and
 - 4. Up to 8 two-hour off-site biometrics sessions and/or flu shot administration (at sites other than the clinic designated by the County) at \$200 per session. Each session will be invoiced the following month.

In no case shall the amount paid by County under this Agreement exceed the above amounts without approval of Commissioners Court.

B. Equipment and Supplies

- 1. Contractor shall furnish all medical and office supplies reasonably necessary for the performance of the medical services. County shall reimburse Contractor for actual costs of such supplies actually purchased and placed in County facility for the provision of medical services hereunder, which are separately invoiced with supporting original invoices by Contractor addressed to the Project Manager. Any supplies or equipment purchased will be marked as County property and inventoried in accordance with County policy.
- 2. Contractor shall develop procedures whereby all supplies utilized at the Clinic are tracked and inventoried. Contractor shall not charge County any surcharge, handling charge or markup for any supply or equipment purchase or repair.

- C. Upon each anniversary of this agreement, the fees may increase in accordance with the seasonally adjusted, consumer price index – all urban consumers, medical care services.

Contract renewal price increases shall not exceed six percent (6%) of the previous year's contract fees. All other pricing and discounts will remain the same.

- D. County will pay Contractor based on the following procedures: Contractor shall invoice County no more frequently than monthly by submitting to the Project Manager an original invoice showing the monthly fees set out in Section 4.a. prior to the first day of the month in a form acceptable to County. County will pay the first payment on or before **February 8, 2024** and continue monthly thereafter. Contractor shall invoice County for purchases no more frequently than monthly by submitting to the Project Manager an original invoice and all supporting backup of actual purchases of supplies. Project Manager shall review such invoices and approve with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days of receipt of the invoice. County reserves the right to withhold payment of all or part of an invoice pending verification of satisfactory work performed and actual cost for items purchased.

Section Five. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum certified as available by the Brazoria County Auditor, specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the amount certified as available by the Brazoria County Auditor.

Section Six. Term

~~The term of this Agreement shall be for a period of twelve (12) months, commencing on February 1, 2024, and ending at the close of business on January 31, 2025, with four (4) additional one-year renewal options at County's sole discretion and subject to the same terms and conditions. Either party shall have the right to terminate this Agreement as provided herein.~~

The term of this Amended Agreement shall be for a period of two (2) months, commencing on February 1, 2025 and ending at the close of business on March 31, 2025. Any further renewals shall be

Section Seven. Termination

upon agreement of the parties and made in writing. _____ Initials _____ Initials

- A. Termination for Non-Appropriation: County shall have the right to terminate this Agreement in the event of non-appropriation of funds by the County's governing body. County shall provide Contractor with sixty (60) days advanced written notice of such non-appropriation termination. County shall compensate Contractor, in accordance with the fee schedule as provided in **Exhibit B**, for Services provided prior to the date of termination specified in the notice. The contractor shall not be entitled to lost or anticipated profits should County choose to exercise its option to terminate for non-appropriation of funds.

B. Termination for Convenience: After the initial year of this Agreement, either Party may terminate this Agreement at any time upon 120 days written notice.

C. Termination for Default

1. This Agreement may be terminated in whole or part for cause in the following circumstances:

a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

b. If either party materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the other Party's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice specifying such breach or failure.

D. Upon termination of this Agreement, County shall compensate Contractor in accordance with the Compensation and Payment Section above, only for those services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. The contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation and Payment Section above.

E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section Eight. Modifications and Waivers

A. The parties may not make amendments or waive any rights provided by this Agreement, except by a written agreement executed by both parties.

B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section Nine. Inspection of Books and Records

Contractor will permit the County, or any duly authorized agent of the County, to inspect and examine the books and non-patient identified records of the Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County may review any and all of the Services performed by Contractor pursuant to this Agreement, along with the use and occupancy of the Clinic authorized under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

Section Ten. Medical Records

- A. The contractor shall maintain complete and accurate electronic medical records (hereinafter "EMR") for each Clinic patient. For purposes of this Agreement, an EMR is a real-time transaction-processing database of medical information. Records will be kept in a professional and legally compliant manner consistent with the accepted practices of the professional medical community.
- B. All medical records maintained by Contractor in connection with this Agreement shall be property of each individual patient and Contractor shall be the custodian of the records and data during the term of this Agreement. The contractor shall comply with all federal and state medical record requirements including but not limited to the Health Insurance Portability and Accountability Act. Contractors will at all times comply and require that any subcontractor comply with all applicable provisions of such laws, regulations and policies.
- C. County understands and agrees that all of the medical records and other protected health information maintained by Contractor will be held in the strictest confidence. County is not entitled to access any patient identified medical records or protected health information of Clinic patients without the appropriate written authorization from the patient unless medical records are a result of occupational medical services provided (i.e. Worker's Compensation or Pre-Employment Physicals) or as otherwise permitted by law.
- D. The retention of all medical records shall comply with applicable State and Federal laws, and it is the responsibility of the Contractor to ensure compliance. Contractor shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records and ensure that all employees are trained to adhere to the policies.
- E. Upon termination of this Agreement, Contractor shall provide notice to all patients and facilitate the transfer of patient medical records to a provider as designated by each patient. Upon request of any patient at any time and payment of a reasonable copy fee, Contractor shall provide patient a copy of patient's medical record. At no time shall the County be the custodian of any medical records and/or data of any patient.

Section Eleven. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance that shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County.

Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having an AM Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 2. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 3. Professional Liability insurance with limits not less than \$1,000,000.
 4. Medical Malpractice Liability Insurance: Medical Malpractice Liability Insurance shall be maintained with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability.
- C. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- D. If required coverage is written on a claim-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- E. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.
- F. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Brazoria County.

- G. In the event of any accident or claim occurring on County's Facility(ies) while under the care and custody of Contractor, a report shall be made as soon as possible, but not later than the next business day following the accident or event giving rise to a claim, to Project Manager on the Brazoria County Incident/Accident Report Form attached hereto as *Exhibit C*, which exhibit is incorporated herein for all purposes. In addition, Contractor shall promptly notify Project Manager in writing of the receipt of any legal suit or claim in any way concerning the Medical Services provided hereunder or the County Facility(ies) under the care of custody of Contractor for rendering such services hereunder. County shall have the right, but not the obligation, to participate in defense of any litigation, claim or demand arising hereunder, without relieving Contractor of its obligations under Section 12.
- H. Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

Section Twelve. Indemnity

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS, LAWSUITS, DAMAGES, JUDGMENTS OR LIABILITIES OF ANY KIND WHATSOEVER ARISING OUT OF THE OPERATION AND/OR MAINTENANCE OF THE AFORESAID PROGRAM OF HEALTHCARE SERVICES AS CONDUCTED BY CONTRACTOR, ITS EMPLOYEES OR AGENTS, IT BEING THE EXPRESS UNDERSTANDING OF THE PARTIES HERETO THAT CONTRACTOR SHALL PROVIDE THE ACTUAL HEALTHCARE SERVICES, AND HAVE COMPLETE RESPONSIBILITY FOR SUCH HEALTHCARE SERVICES PROVIDED BY ITS EMPLOYEES, CONTRACTORS, AND AGENTS AND ANY LAWSUIT ARISING SOLELY OUT OF SUCH DELIVERY OF HEALTHCARE.

Section Thirteen. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer

or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The contractor shall use its best efforts to assist the County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. The contractor will, at its sole expense, cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, should remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of the County and are reasonable in scope and content.
- D. The contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Acts.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section Fourteen. Independent Contractor

The relationship of the parties under this Agreement is that Contractor is an independent contractor. To the extent Contractor performs Services under this Agreement, it shall do so solely in the capacity of an independent contractor in its relationship with County. Contractor shall exercise independent judgment in making all medical decisions with respect to its patients and in managing and operating the Clinic pursuant to this Agreement, and is solely responsible for

making medical decisions, scheduling, prioritizing, staffing clinic operations, and determining how Clinic operations are to be performed. No term or provision of this Agreement or act of Contractor during the term of this Agreement shall be construed as making Contractor the agent, servant or employee of County, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which County provides to its employees. No term or provision of this Agreement or act of Contractor in performing under the terms of this Agreement shall be construed as creating a partnership, joint venture, or joint enterprise, or making Contractor the agent, servant, employee, partner or joint venture of the County.

Section Fifteen. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Brazoria County
Attn: County Judge
237 E. Locust, Suite 401
Angleton, Texas 77515

With a copy to: Brazoria County Human Resources Director
237 E. Locust, Suite 203
Angleton, Texas 77515
Phone: (979) 864-1809
Fax: (979) 864-1035
Email: hollyf@brazoria-county.com

Contractor: Next Level Urgent Care, LLC
5718 Westheimer, Suite 1800
Houston, Texas 77057
Phone: (713) 501-9473
Email: jbreeze@nlucc.com

- C. Notice is affecting only if the party giving or making the Notice has complied with subsections 15 (A) and 15 (B). A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section Sixteen. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, data privacy laws, minimum and maximum salary and wage statutes and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section Seventeen. Performance Warranty

Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section Eighteen. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section Nineteen. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and Contractor waives the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section Twenty. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section Twenty-One. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section Twenty-Two. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section Twenty-Three. Publicity

Contact with citizens of Brazoria County, media outlets, or governmental agencies shall be the sole responsibility of the County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section Twenty-Four. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section Twenty-Five. Entire Agreement

This Agreement contains the entire Agreement among the parties and supersedes all other negotiation and agreements, whether written or oral. Attached hereto is *Exhibit A: RFP: RFP 18-48 Employee Health Clinic*; *Exhibit B: Next Level Urgent Care, LLC Response to RFP 18-48*; all of which are incorporated by reference as if set forth herein verbatim for all purposes.

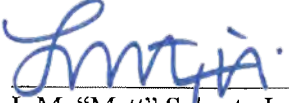
Section Twenty-Six. Conflict

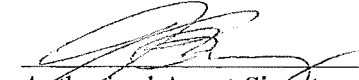
In the event there is a conflict, the following have priority with regard to the conflict: first; this document titled *Agreement for Health and Wellness Clinical Services Pursuant to RFP 18-48*, second; *Exhibit A, RFP 18-48*; third; *Exhibit B, Next Level Urgent Care, LLC Response to RFP 18-48*.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of February, 2024.

BRAZORIA COUNTY

NEXT LEVEL URGENT CARE, LLC


L.M. "Matt" Sebesta Jr.
County Judge


Authorized Agent-Signature
Printed Name: Juliet Breche, MD
Title: CEO

01/29/24
Date

1/24/24
Date

Attachments:

- Exhibit A: RFP 18-48
- Exhibit B: Next Level Urgent Care, LLC Response to RFP 18-48
- Exhibit C: County Incident/Accident Report Form

Amended on _____

BRAZORIA COUNTY

NEXT LEVEL URGENT CARE, LLC

L.M. "Matt" Sebesta Jr.
County Judge

Authorized Agent-Signature
Printed Name: _____
Title: _____

Date: _____

Date: _____