



Housekeeping/Janitorial Contract
Includes previous 3 invoices.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
TEXOMA COMMUNITY CENTER
AND
DUN-AL CLEANING, LLC

THIS AGREEMENT is made and entered by and between Texoma Community Center, a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, and a certified community behavioral health clinic (the “Center” or “CCBHC”) and Dun-Al Cleaning, LLC (the “Contractor”), a for the purpose of providing specialized services currently not available to the Center through its present staff of employees.

RECITALS

WHEREAS, Texoma Community Center is the Health and Human Services Commission (HHSC) designated mental health authority and intellectual and developmental disabilities authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of mental health services for the residents of Cooke, Fannin, and Grayson Counties, Texas; and

WHEREAS, Contractor is an individual or individuals who is or are duly licensed or certified to provide the services as described in this Agreement;

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor.** The relationship between the Center and Contractor will be that of an independent Contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Center and Contractor other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Contractor and Contractor’s personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the Center. Contractor agrees that it will not hold itself out as an agent of the Center to individuals served under this Agreement or to any other persons. Contractor understands and agrees that:
 - A. Center will not:
 - i. Withhold on Contractor’s behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Contractor; or
 - ii. make available to Contractor any benefits afforded to employees of Center.
 - B. All the payments, withholdings, and benefits, if any, are Contractor’s sole responsibility regarding reimbursement under this Agreement; and

- C. Contractor will indemnify and hold Center harmless from any and all loss or liability arising with respect to the payments, withholdings, and benefits, if any, described in this Agreement.
- D. In the event the Internal Revenue Service should question or challenge Contractor's independent Contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

- 2. **Professional Judgment.** In the performance of all services under this Agreement, Contractor is at all times acting as an independent Contractor engaged in the delivery of professional services. Contractor and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Center under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Center and HHSC.

II. OBLIGATIONS OF THE CONTRACTOR

- 1. **Scope of Services.** See Attachment A.
- 2. **Marketing.** Contractor hereby authorizes Center to identify Contractor in Center's Contractor list directory. This identification may only include Contractor's name, address, telephone number, Contractor profile with a description of Contractor's services and facilities. Notwithstanding the Contractor directory, Contractor additionally authorizes Center to maintain and make available to Clients and potential Clients, current information on Contractor as would be available for each Contractor of community services participating in the network. Contractor is aware that material may include results from consumer satisfaction surveys. In all other respects, Center and Contractor reserve the right to control the use of their respective names, symbols, trademarks and service marks existing or established during the term of this Agreement. Contractor will obtain prior approval in writing to use Center's name in any promotional materials. Any use of the Center's name in advertising or any other promotional material by the Contractor must be approved by the Center in writing prior to distribution of materials.
- 3. **Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract any services until approval of such subcontractors are approved by Center in writing. Any subcontractors or employees of Contractor are the direct responsibility of Contractor.

Further, the services of any officer, employee or agent to whom Contractor delegates the delivery of designated services are the direct responsibility of Contractor and Contractor agrees to indemnify and hold harmless Center, its employees, agents, officers, and assigns from any claim of liability arising from the negligent or wrongful acts of officer, employee, or agent to whom Contractor delegated the delivery of designated services.

- 4. **Representations and Warranties.**
 - A. Contractor represents and warrants at all times during this Agreement, that it, its officers, employees and agents will comply with:
 - i. all applicable policies and procedures of the Center, as applicable, which shall include, but not be limited to, clinical policies, procedures, and protocols; corporate compliance policies, procedures, and protocols; consumer privacy and confidentiality policies and procedures; and standards of conduct; and

- ii. All applicable local, state, and federal laws, rules, regulations, handbooks, standards and guidelines now in effect and that become effective during the term of this Agreement including but not limited to All applicable standards set forth in HHSC Community Standards found in Title 26 of the Texas Administrative Code, Chapter 301, Subchapter G and Title 40 of the Texas Administrative Code, Chapter 5, a current copy of which may be requested from the Center or may be obtained at the following website address: www.sos.state.tx.us/tac/index.
 - iii. Performance under this agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Contractor will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code.
- B. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are duly licensed, certified, registered and possess other legally necessary and recognized credentials necessary to perform the services to be provided under this Agreement in accordance with the laws of the State of Texas.
- C. Contractor must inform the Center immediately of any changes including any termination, reduction, revocation or suspension to any certifications, registrations, or licenses held by the Contractor, its officers, employees or agents.
- D. Contractor will ensure the performance of services within the standards and scope of its profession and in a manner designed to assist in the Center's efficient operation of the Center. Contractor agrees to interact with Center staff, other Contractors with the Center, and consultants in a cooperative manner. The adequacy of the performance of this obligation will be determined at the Center's sole discretion.
- E. The Contractor represents and warrants that the execution and performance of this Agreement by Contractor will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Contractor is a party or otherwise subject.
- F. The Contractor represents and warrants that AIDS/HIV workplace guidelines, similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines, consistent with state and federal law, will be adopted and implemented by the Contractor.
- G. The Contractor represents and warrants that at the time of executing this Agreement, neither Contractor, its officers nor directors are currently held in abeyance or barred from the award of a federal, state or county contract. Contractor agrees to disclose this information in the event such abeyance occurs at anytime during the term of this Agreement. Such disclosure shall include when Contractor:
 - i. is currently held in abeyance from or barred from the award of a federal, state or county contract or if this occurs anytime during this Agreement's term;
 - ii. has been convicted of a criminal offense related to any county, state or federally funded program; or
 - iii. is placed on "vendor hold" status for any county, state, or federally funded Center or program.
- H. The Contractor represents and warrants that it has full power and authority to enter into this Agreement.
- I. Contractor represents and warrants that it is in compliance with and is eligible to receive payments from state funds as required by Texas Family Code §231.006.
- J. Contractor represents and warrants that he/she is not currently an employee of the Center.
- K. Contractor represents that Contractor is currently in good standing for state tax, pursuant to the Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.

5. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
6. **Reports of Abuse and Neglect.** Contractor must report to the Center's Client Rights Officer at 903-957-4874 and Department of Family and Protective Services (at 800-252-5400) allegations of abuse, neglect, and exploitation in compliance with federal and state law, and Center policies and procedures. Reporting to the Center's Client Rights officer shall include those allegations, confirmed or otherwise, which effects all individuals being served by the Contractor whether under this Agreement or not. Contractor further agrees to cooperate in all TDFPS investigations, according to TDFPS rules, guidelines and procedures.
7. **Required Information for Criminal Conviction Checks.** Contractor agrees to provide conviction data on Contractor or any of Contractor's officers, employees or agents whose duties place them in direct contact with clients in accordance with Vernon's Texas Codes Annotated, Health and Safety Code, §533.007, as amended; Chapter 250, the Texas Government Code §411.115; and Chapter 414, Subchapter K of Title 25 of the Texas Administrative Code. Results must be reported to the Center's Contracts Department on all existing staff, new staff, and must be updated annually for all employees. Should any employee have been convicted, received a probated sentence, or for whom there exists an arrest warrant or wanted persons notice relevant to his employment, Contractor will immediately remove the employee or agent from any direct contact with clients. If Contractor, its officers, employees or agents, has a conviction as described in this section of this Agreement, then this Agreement may be terminated without prior notice. For the purposes of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.
8. **Safety and Health.** Contractor agrees to adhere to Center safety protocols, policies and procedures when providing services on Center property. The Center assumes no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract whether performed at an Center facility or not. The Contractor shall take necessary steps to ensure or protect its clients, itself, and its personnel. The Contractor agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

III. REIMBURSEMENT OF SERVICES

1. **Bills for Payment.** Contractor will submit bills for payment for services within thirty (30) days following the provision of the service.
2. **Reimbursement.** Contractor will accept payment received from Center in accordance with the Fee Schedule set forth in Exhibit A as payment in full for Services provided pursuant to this Agreement. Payment may be made on a monthly or a semi-monthly basis and shall be based upon the services provided by Contractor and documented on the billing forms and approved either by the Chief Executive Officer, or by the Center employee(s) authorized to approve billing(s)
3. **Contract Rate Change Clause.** If a Contractor's contracted rates change during the period of the contract, the Contractor will be notified in writing and the contract will be amended to reflect such changes.

4. **Overpayment.** In the event contractor receives overpayment of services provided. Contractor and center mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by Center's CFO or general counsel.
5. **Franchise Tax.** If Contractor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this contract may be withheld until such delinquency is remedied.

IV. RESPONSIBILITIES OF CENTER

1. **Payment.** In consideration of the obligations undertaken by Contractor, the Center agrees to pay Contractor \$6,880.00 per month based on the services provided listed in Exhibit A. This Contract must not exceed ~~\$61,920.00~~ \$55,040.00 during the term of this agreement. *This Agreement is at all times contingent upon the approval of the Center's Board of Trustee's or HHSC **and** the availability and receipt of state or federal funds, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduce at the discretion of the Center.*
2. **Contractor Relations.** All Contractor questions, issues, and comments regarding the management of this Agreement shall be directed to: Texoma Community Center, Attn: Contracts; 902 Cottonwood, Sherman, TX 75090

V. INSURANCE

1. Contractor agrees to maintain, at its sole cost and expense, policies of general and professional liability insurance coverage, vehicle/automobile coverage and workers compensation coverage in order to insure Contractor and Center against any claim for damages arising in connection with Contractor's responsibilities under this Agreement.
 - A. Contractor also agrees to maintain insurance, sufficient to meet state law, on all vehicles used to transport clients served by the Contractor.
 - B. Contractor further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.
 - C. Contractor may request a waiver from Center's Legal Department for any waivers in coverage due to non-applicability of the coverage to the service being provided under this Agreement.
2. Contractor shall furnish copies of all the above-described insurance policies and a certificate of insurance to the Center upon execution of this Agreement. All such insurance shall be secured and maintained with an insurance company or companies, satisfactory to the Center and shall name the Center as an additional insured if requested. The Center may withhold payments under the terms of this Agreement until the Contractor furnishes the Center copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. Contractor shall give the Center thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

VI. INDEMNIFICATION

Contractor hereby agrees to indemnify and hold harmless the Center and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's

fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of Contractor or Contractor's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

It is understood by Contractor that this "hold harmless" clause means that if the Contractor is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the Contractor will be responsible for any costs resulting from the damage, death or injury.

VII. TERM AND TERMINATION

1. **Term.** This Agreement is effective from ~~December 1, 2025~~ January 1, 2026 to August 31, 2026. In the event Center and Contractor are still negotiating, preparing, and/or reviewing the services or Contractor for renewal on the August 31, 2026 termination date, this agreement shall automatically extend for 90 days or until such time as a renewal agreement is approved by the Center's Board of Trustees, whichever comes first.
2. **Immediate Termination.** Center may terminate this Agreement immediately if (a) Center does not receive the funding to pay for designated services under this Agreement from the Texas Legislature, HHSC; (b) Center has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons with mental disability served under this Agreement; (c) Contractor has become ineligible to receive Center funds; (d) Contractor or its employees has its Texas license or certification suspended or revoked; (e) in the case of Contractors providing direct services to clients, failure to disclose a criminal conviction; (f) if the Contractor submits falsified documents or fraudulent billings.
3. **Termination upon Default.** Upon written Notice of Default of any of the obligations to be performed under the terms of this Agreement, the defaulting party will have fifteen (15) calendar days in which to correct or cure the default to the reasonable satisfaction of the non-defaulting party. If, at the end of such fifteen (15) calendar days cure period, such default remains uncorrected, then and in such event, the non-defaulting party shall have the right to terminate this Agreement upon an additional fifteen (15) business days written Notice of Termination to the defaulting party.
4. **Termination by Mutual Consent.** This Agreement may be terminated with thirty (30) days written notice by the parties' mutual consent or by the parties' inability to agree to amendments.
5. **Termination for Failure to Disclose Criminal Conviction.** The Center may immediately terminate this Agreement at its sole discretion if it determines that the Contractor did not fully and accurately disclose the following information concerning persons convicted of crimes:
 - A. The identity of any employee, officer, or other person directly or indirectly involved in this Agreement who has been convicted of any criminal offense related to any state or federally funded program; or
 - B. The identity of any employee, officer, or other person directly or indirectly involved in this Agreement who is in direct contact with persons served and who has been convicted of a crime

including any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

- i. Should any person have a conviction described above, Contractor will immediately remove the individual from direct contact with persons served.
- ii. If the Contractor has a conviction described above, this Agreement may be terminated immediately.

6. **Effect upon Termination.** Upon termination, the rights of Center and Contractor under this Agreement will terminate, except that termination will not release the parties of their respective obligations with respect to payments accrued for services by Contractor prior to termination;
7. **Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a dispute resolution panel composed of at least three persons selected by the Center's Chief Executive Officer or his designee and adhere to the following steps:
 - A. At least one member of the panel must be an employee or designee of the Contractor, at least one member must be an employee of the Center and at least one member must be an employee from another Network Contractor if feasible.
 - B. The panel shall hold a conference, which may be recorded, within the time period specified by the Center's Chief Executive Officer or his designee.
 - C. The panel shall make written recommendations concerning the resolution of the dispute based upon information presented by the Center and Contractor.
 - D. The recommendation shall be submitted to the Contractor within the specified time frame.
 - E. The Center's Chief Executive Officer or his designee serves as the final authority in the resolution process and may accept or reject all or part of the panel's recommendations.
 - F. Contractor shall be notified of the Center's Chief Executive Officer or his designee's final determination in writing.

VIII. NON-COMPLIANCE BY THE CONTRACTOR

1. **Penalties/Sanctions.** The failure of the Contractor to perform any responsibility set forth in this Agreement, its exhibits or attachments, or any law, regulation, rule or requirement incorporated by reference may result in any one or more of the following penalties to be imposed or taken by the Center, subject to notice as provided herein:
 - A. Submission of a Plan of Correction to the Center;
 - i. Withholding by the Center, in whole or in part, any payments due and owing to the Contractor until the Contractor has cured the breach to the satisfaction of the Center;
 - ii. If Center is able to demonstrate a direct link between a sanction or penalty imposed upon Center by HHSC or any other state or federal agency due to Contractor's performance, Contractor will refund/reimburse/remit to Center those portions of the sanction/penalty assessed to Center. Examples of such instances would be documentation chart audits, CARE accuracy, failure to report accurate and timely information/data, and etc.
2. **Imposition of Penalties.** The Center's Contract Manager or his/her designee shall commence the imposition of penalties as set out in this section when the Contract Manager is of the opinion a failure to perform by the Contractor has occurred. This procedure shall utilize the following steps:

- A. Prior to imposing any penalty, the Center Contract Manager shall send the Contractor a Proposal of Penalties by certified mail stating any alleged breach(es) and the applicable penalty;
 - B. The Contractor shall file any response with the Center's Legal Department within ten (10) business days from the date the notice is received;
 - C. The Legal Department shall review the response, and if he/she concludes that a breach has occurred, shall send out a "Notice of Penalties" by certified mail fifteen (15) business days from the date of receipt of the Contractor's Response;
 - D. The "Notice of Penalties" shall be sent to the Contractor, the Center's Chief Executive Officer, and the Center's Chief Financial Officer. If a Notice of Appeal is not filed by the Contractor within fifteen (15) business days from the date of the "Notice of Penalties", the appropriate action will be imposed by the Center's Legal Department.
3. **Appeals.** Any Contractor receiving a "Notice of Penalties" may appeal the imposition by filing a "Notice of Appeal" with the Center's Chief Executive Officer within fifteen (15) business days of the date of receipt of the "Notice of Penalties". The procedure should be as follows:
- A. The Center's Chief Executive Officer will select three (3) persons to form a resolution panel to hear the appeal within the time period specified. At least one member of the panel must be an employee of another Contractor;
 - i. The panel shall hold a conference within the time period specified by the Center's Chief Executive Officer. Based upon information presented by the Contractor and Center, the panel shall make recommendations concerning the resolution of the alleged breach (es). The Center's Chief Executive Officer serves as final authority in the resolution process and may accept or reject all or part of the panel's recommendations. Contractor shall be notified of the Center's Chief Executive Officer's final determination in writing; and
 - ii. The appeal of any penalty shall stay in the imposition of such action. If the penalty is affirmed, the Contractor shall remit any monetary amounts assessed in the affirmed action to the Center's Chief Financial Officer within 30 calendar days. The Center may seek recovery of the amount in any court of competent jurisdiction, if necessary.

IX. MISCELLANEOUS

- 1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1991 and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
- 2. **Corporate Compliance.** Center has an ongoing commitment to ensure that its affairs are conducted in accordance with applicable law and sound ethical business practice. Contractor agrees to adopt and implement a Business Code of Conduct and Corporate Compliance Plan, if applicable, similar to those adopted by Center and consistent with state and federal law. Contractor shall develop and implement a process for its employees, volunteers and Contractors to report possible compliance issues including a process for such reports to be fully and independently reviewed. Contractor is required to report

suspected fraud and unlawful conduct to the Center's Corporate Compliance Officer within 24 hours of becoming aware of the fraud/conduct/incident.

3. **Professional Conduct.** During the term of this Agreement, Contractor shall not engage in a business, calling, treatment, conduct or enterprise which is or may be, in Center's sole discretion, contrary to the interest, benefit, or reputation of Center. Contractor will conduct his/her relationships with Center and its employees and Clients referred by Center in a professional and positive manner and not make untruthful or otherwise disparaging statements regarding his/her relationship with Center, its employees or persons served.
4. **Lobbying and Political Activity.** Contractor shall not use funds received under this contract to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification or any contract or grant.
5. **Force Majeure Event.** Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

6. **Governmental Action Event.** A "Governmental Action" event may excuse performance of a provision under this agreement when the party's failure to act is required by the compliance with any

action, order, direction, request or control of any governmental authority or person purporting to act for any governmental authority.

7. **CDC Restrictions.** As is the case with any infectious disease, Parties to this contract agree to adhere to the issued guidance of the both the Center for Disease Control (CDC) regarding employee health and safety. Parties agree not to ask or require employees or individuals being served to do anything contrary to any guidelines or other government restrictions.
8. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Center and Contractor. However, the Center may amend the Contractor Manual by written notice to Contractor. Failure of Contractor to object in writing to any such proposed amendment within ten (10) business days of receipt of notice shall constitute acceptance.
9. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
10. **Additional Requirements/Renegotiation.** If Contractor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate in good faith to amend the Agreement.
11. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Grayson County, Texas.
12. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Center or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

Texoma Community Center Attn: Sylvia Cave, CEO 315 W. McLain Dr Sherman, TX 75092	Dun-Al Cleaning, LLC Attn: Melvin Dunlap 2508 Valley Ridge Ln Sherman, TX 75092
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13. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
14. **Effects of Severable Provision.** In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations of the parties to this Agreement in the manner as, in the sole judgment of the affected party:
 - A. will cause serious financial hardship to the affected party; or
 - B. will cause the affected party to act in violation of law or its corporate Articles or Bylaws, the party so affected will have the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the other party.

15. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated into this Agreement by this reference.
16. **Authority to Bind Center.** This Agreement is not binding upon the Center unless and until it has been executed by the Chief Executive Officer.
17. **Authority to Bind Contractor.** The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.
18. **No Third-Party Beneficiary.** Unless otherwise specifically stated in this Agreement, nothing in this Agreement is intended to, or shall be deemed or construed to, create any rights or remedies in any third party, including a Consumer. Nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to create any rights of any Consumer or duties or any responsibilities of Contractor or Center with respect to such Clients.
19. **No Waiver of Legal Protections.** The Parties expressly agree that no provision of this Agreement in any way is intended to constitute a waiver by the Center or the State of Texas of any immunities from suit or from liability that the Center or the State of Texas may have by operation of law.

TEXOMA COMMUNITY CENTER

Signed by:

 CB98656D4E4048A...

Sylvia A. Cave, CEO
 NAME AND TITLE

12/23/2025
 DATE

DUN-AL CLEANING, LLC

DocuSigned by:

 E7FC691F72CE43D...

Melvin Dunlap, Owner
 NAME AND TITLE

12/22/2025
 DATE

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF TEXOMA COMMUNITY CENTER IN OPEN MEETING ON THE 12^H DAY OF DECEMBER 2026.

Signed by:

 ED8A41E755E64A0
 Secretary to the Board of Trustees 12/12/2025

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED

SERVICE LOCATIONS AND FREQUENCY

301 N Grand Ave, Gainesville	2 Nights – Wednesday and Saturday
315 W. McLain Dr, Sherman	3 Nights – Monday, Wednesday and Friday
902 Cottonwood Dr, Sherman	3 Nights – Monday, Wednesday and Friday
1221 E 6th St, Bonham	3 Nights – Monday, Wednesday and Friday

SERVICE SCHEDULE

STANDARD SERVICE – INTERIOR ONLY – EACH SERVICE/NIGHT

FLOORS:

- Vacuuming, sweeping, mopping all floors.
- Spot clean carpet as needed.

ACCESSIBLE OFFICES AND COMMON AREAS

- General Dusting of all surfaces
- Emptying trash, and changing liners as needed
- Look for spider webs and remove
- Wipe down all entry and exit doors and windows to facilities

RESTROOMS:

- Cleaning and Sanitizing of sinks and toilets
- Restocking all restrooms

MONTHLY SERVICE – INCLUDES EXTERIOR

RESTROOMS:

- Wash walls and toilet partitions in restrooms

OFFICES AND COMMON AREAS ACCESSIBLE:

- Dust return air grills
- Dust windowsills

EXTERIOR:

- Clean exterior glass on entry and exit doors.

QUARTERLY SERVICE – INTERIOR ONLY

ACCESSIBLE OFFICES AND COMMON AREAS:

- Dust baseboards
- Dust entry ways
- Damp clean in corners and around edges of flooring
- Damp wipe accessible return air grills
- Damp wipe windowsills

ANNUAL SERVICE: Cost to be determined and approved
Clean Carpets; Clean Tile; Clean Exterior Windows

CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide all management, customer service, labor, materials, and equipment necessary to provide facility cleaning services and work environments in a responsible, safe, cost efficient, and environmentally friendly manner.
2. The Contractor is responsible for nightly cleaning services, as well as monthly and quarterly cleaning services. All extra cleaning services or expenses must get prior approval.
3. Contractor shall provide labor necessary.
4. Equipment must be properly guarded and meet all applicable OSHA standards. Equipment will only be used for its intended purpose.
5. The Contractor is responsible to ensure a means of communication with the TCC Facilities Manager during TCC's normal hours of operation.
6. The Contractor shall require all on-site employees to wear distinctive uniform clothing for ready identification while on duty. For new or replacement employees this requirement applies five (5) working days from the date the employee enters on duty.
7. Upon request from Facilities Manager, in written communication, preferably by electronic mail, a report of locations serviced, and property maintenance rendered.

Doug Gray, Facilities Manager
902 Cottonwood, Sherman, TX 75090
Email: dgray@texomacc.org

9. Contractor will provide Center with SDS sheets for all products used.

CENTER RESPONSIBILITIES

1. Center shall provide the Contractor with a current list of holiday closures for all center facilities.
2. Center shall provide the Contractor with notice of intent of Center facility closure as soon it becomes known to the Facilities Manager.

EXHIBIT B
QUALIFICATIONS OF CONTRACTOR

PLEASE PROVIDE COPIES OF THE FOLLOWING INFORMATION:

1. Certificate of Insurance

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
BUSINESS ASSOCIATE ATTACHMENT

This Business Associate Agreement (“**Agreement**”), is entered into by and between Center (“**Covered Entity**”) and My Lawn Guy (the “**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”)

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the “Underlying Agreements”), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information relating to patients of Covered Entity (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (HITECH Act) and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, “HIPAA”); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree that each of the Underlying Agreements shall hereby be amended as follows:

1. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“**HIPAA**”), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“**HITECH**”), and any current and future regulations promulgated under HIPAA or HITECH: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Definitions.

- A. “Breach”- shall have same meaning given to such term as defined in 45 CFR § 164.402.
- B. “Business Associate” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- C. “Covered Entity” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- D. “Designated Record Set” shall have the same meaning given to such term as defined in 45 CFR § 164.501.
- E. “Disclosure” shall have the same meaning given to such terms as defined in 45 CFR § 160.103.
- F. “Electronic Protected Health Information “or “e-PHI” shall have the same meaning given to such term as defined in 45 CFR § 160.103 limited to the information transmitted or maintained by the Business Associate in electronic form format or media.
- G. “Individual” shall have the same meaning given to such term as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

- H. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E respectively.
- I. "Protected Health Information" or "PHI" shall have the same meaning given to such term as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- J. "Required By Law" shall have the same meaning given such term as defined in 45 CFR§ 164.103 and The Health Information Technology for Economic and Clinical Health Act (HITECH) Division A: Title XIII, Subtitle D.
- K. "Security" or "Security Measures" encompass all of the administrative, physical, and technical safeguards in an information system specified in subpart C of 45, CFR § 164.
- L. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information as specified in subparts A and C in 45 C.F.R. Parts 160 and 164, respectively.
- M. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. **Obligations and Activities of Business Associate**

- A. Business Associate may not use or disclose protected health information other than as permitted or required by the Underlying Agreement or as required by law:
- B. Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as required by law to, protect the confidentiality, integrity and availability of any electronic Protected Health Information (e-PHI) that it may receive, maintain or transmit on behalf of the Covered Entity in compliance with Subpart C of 45 CFR Part 164.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware, involving Protected Health Information of the Covered Entity as required at 45 CFR 164.410.
- E. Business Associate must in accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractor s, agents or affiliates of the Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Subject to the United States and State of Texas export control and foreign outsourcing laws, rules and regulations, the Business Associate will require any of its subcontractor s and agents either based in the United States or a foreign country, to provide a reasonable assurance, evidenced in writing, that the subcontractor or agent will comply with the same privacy and security obligations as the Business Associate with respect to such PHI either set forth in this Agreement or in applicable law, rules and regulations.
- F. Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR §164.524.
- G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

- H. Business Associate agrees to make available internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
 - I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
 - J. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
 - K. Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, disclosure and re-disclosure requirements of Texas law to the extent such requirements may be applicable.
 - L. If Business Associate, in performance of the contracted services, extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 16 C.F.R. § 681.2(b)(3), the Business Associate shall comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.
 - M. Business Associate understands and agrees that it will not access or use any Protected Health Information of any patient except for those patients whose accounts have been assigned to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.
 - N. Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to Business Associate.
2. **Permitted Uses and Disclosures by Business Associate.** In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the underlying agreement, and only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). It means that:
- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided

that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- C. Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of Texas at any time, that remote audits of such access may occur at any time, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.
3. **Responsibilities of the Parties with Respect to Protected Health Information.** Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees
- A. to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - B. to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose Protected Health Information, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - C. to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement. Except if the Business Associate will use or disclose Protected Health Information for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.
4. **Application of Security and Privacy Provisions to Business Associate.**
- A. Security Measures: 45 CFR §164.308, 164.310, 164.312 and 164.316, dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate as Required By Law. Any additional security requirements contained in Division A Title XIII Health Information Technology of the American Recovery and Reinvestment Act that apply to Covered Entity shall also apply to Business Associate as of February 17, 2010. Business Associates that require access to Covered Entity electronic patient systems and electronic infrastructure systems (either on site or remote) will supply the necessary information of employees to uniquely identify such employees, as employees with a need to access systems and will supply to Covered Entity Information Security Officer a valid state or federal issued photo ID for such employees to receive a unique user name and password to access the system(s).
 - B. Application of Civil and Criminal Penalties- If Business Associate violates any security provision as Required By Law specified in subparagraph (a) above, sections 1176 and 1177 of the Social Security Act 42 U.S.C. §1320d-5, 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provision.

5. Information Breach Notification Requirements.

- A. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).
- B. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.
- C. Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

6. Term and Termination.

- A. Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below) and shall terminate at termination of underlying agreement or on the date Covered Entity terminates this agreement for cause as authorized on paragraph (b) of this section, whichever is sooner.
- B. Termination for Cause. The parties acknowledge that in the event the Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of the Covered Entity, unsuccessful, ineffective or not feasible, then the Covered Entity may terminate, in its sole discretion, any or all of the Underlying Agreements upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of the Department of Health and Human Services.
- C. Effect of Termination.
 - i. Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all Protected Health Information pursuant to 45 CFR § 164.504(e)(2)(I) received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification, in writing, of the conditions that make return or destruction infeasible. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Covered Entity may disagree with the Business Associate's determination. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the

return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.

D. **Automatic Termination.** This Agreement will automatically terminate without any further action of the Parties upon termination or expiration of the Underlying Agreement.

E. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date of the last signature below.

7. **Insurance and Indemnification.** Indemnification. The Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. The Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

8. **Miscellaneous.**

A. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

B. **Agreement.** The Parties agree to take such action as is necessary to amend the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law §104-191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.

C. **Amendments / Waiver.** This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.

D. **Survival.** The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement and/or the Underlying Agreements, as shall the rights of access and inspection of Covered Entity.

E. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

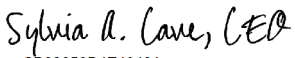
F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

G. **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief

as Covered Entity shall deem appropriate. Such rights of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

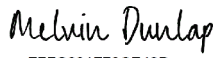
9. **Governing Law; Conflict.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Grayson County, Texas. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

Texoma Community Center

Signed by:

CB98656D4E4048A...
Signature

Date 12/23/2025

Dun-Al Cleaning LLC

DocuSigned by:

E7FC691F72CE43D...
Signature

Date 12/22/2025

Previous 3 Months' Invoices for Review

Dun-Al, LLC
2508 Valley Ridge Lane
Sherman, TX 75092

Invoice

Date	Invoice #
5/29/2026	3036

Bill To
Texoma Community Center 315 W McLain Dr Sherman, TX 75092

Description		Amount
Janitorial cleaning as described in contract for the month of May		6,880.00 0.00
		</

Dun-Al, LLC
2508 Valley Ridge Lane
Sherman, TX 75092

Invoice

Date	Invoice #
6/30/2026	3059

Bill To
Texoma Community Center 315 W McLain Dr Sherman, TX 75092

Description		Amount
Janitorial cleaning as described in contract for the month of June		6,880.00 0.00
		</

Dun-Al, LLC
2508 Valley Ridge Lane
Sherman, TX 75092

Invoice

Date	Invoice #
7/31/2026	3077

Bill To
Texoma Community Center 315 W McLain Dr Sherman, TX 75092

Description		Amount
Janitorial cleaning as described in contract for the month of July		6,880.00 0.00