

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **QuadMed, Inc., 11210 Phillips Industrial Blvd, Jacksonville, FL 32256** (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **Bound Tree Medical, LLC. ("Bound Tree"), 5000 Tuttle Crossing, Dublin, OH. 43016** (hereinafter "Assignee") in the contract(s) described as follows:

Contract# **23IFB99- EMS Medical Supplies** by and between County and Assignor, being awarded by County to Assignor on **(September 19, 2023)** which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, the County, Assignor, and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.
2. Following the execution of this Consent to Contract Assignment, the Assignee shall fully perform all services and/or provide all goods in accordance with the terms and conditions of the Contract as if the Assignee was an original party to the Contract.
3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees, and legal representatives.
4. Assumption. Assignee hereby accepts the assignment and/or assumption of Contract # **23IFB99- EMS Medical Supplies** from Assignor and acknowledges and represents that it will abide by and assume each and every term, obligation and condition, including, but not limited to, each and every responsibility, duty, and obligation of Assignor set forth in each Assumed Contract, whether arising prior to, on or subsequent to the date of this assignment.
5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.
6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.
8. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed, and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

ASSIGNOR:

Quad Med, Inc

By:  _____

Printed Name: Darrell Hughes

Title: Secretary

Date: December 23rd _____, 2024

ASSIGNEE:

Bound Tree Medical, LLC

By:  _____

Printed Name: Darrell Hughes

Title: Secretary

Date: December 23rd _____, 2024