THE STATE OF TEXAS)
)
) CONTRACT OF SERVICES
COUNTY OF COLLIN)

This Agreement ("Agreement") is made effective the 1st day of October 2010, by and between the Collin County Healthcare Foundation., acting by and through its Board of Directors, herein referred to as "Foundation" and Luan Pho, M.D., herein referred to as "Physician". It is the desire of the Foundation to have Physician provide and undertake the duties and obligations herein expressed in return for the consideration and other obligations herein stated.

Recitals

The Foundation desires to assure the availability of professional services of a duly licensed physician ("Physician Services") to certain Collin County ("County") employees, employee dependents, and indigent patients served in the Adult Health Program together with supervisory services in the Collin County Health Care Services Department's ("CCHA") clinic programs related to employees and employee dependents. The Foundation also seeks Physician Services, including consultations in connection with continuity of care coverage for the County's STD, TB and Immunization Clinic when the CCHA is unable to attend to these clinical duties.

Physician has agreed to provide Physician Services, as hereinafter defined, to the Foundation on an independent contractor basis, for the compensation stated herein.

NOW, THEREFORE, be it agreed by and between the Foundation and Dr. Luan Pho, M.D. ("Physician") for and in consideration of the mutual obligations of the parties as set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

Section 1 – Definitions.

A. **Supervisory Services-** The term "*Supervisory Services*" shall mean all services required in providing medical supervision of medical acts delegated by Physician to, and consulting as necessary with, the

nurses and physician assistant(s) performing services at all Employee, Dependent, Adult Health Care clinics, STD, TB, and Immunization Clinics.

B. **Physician Services-** The term "*Physician Services*" shall mean medically necessary services provided by a medical or osteopathic doctor, including medically necessary laboratory and x-ray services provided to or on behalf of a patient by a qualified provider pursuant to Physician's orders. For the purposes of this Agreement, Physician Services shall not include maternity services. In addition, Physician Services shall include Supervisory Services and Emergency Services as herein defined.

C. **Emergency Services-** The term "*Emergency Services*" means those medical services that must be provided immediately to sustain a person's life, to prevent serious permanent disfigurement or loss of impairment of the function of a bodily member or organ.

D. **Eligible County Employee-** This term "*Eligible County Employee*" shall mean any person who (a) is an elected official or classified as a full-time employee and (b) is covered under the County's group health insurance plan.

E. **Dependent-** This term "*Dependent*" shall mean any person who is (a) eligible for medical benefits as defined in the County's group health insurance and (b) is covered under the group health plan.

F. **Adult Health Clinic Patient-** This term "*Adult Health Clinic Patient*" shall mean any person who is currently or prospectively enrolled in the Collin County Indigent Healthcare Program and qualified to receive services from such program at the time such services are rendered.

Section 2 – Term And Termination

A. The initial term of this Agreement ("Initial Term") shall commence on the 1st day of October 2010, and shall continue for a period of Twelve (12) months, expiring at midnight CST on the 30th day of September 2011. Prior to or upon the expiration of the Initial Term, the parties may agree to renew the term of this Agreement for additional periods ("Renewal Terms") as mutually agreed upon. This Agreement may be terminated at any time during the Initial Term and/or any Renewal Terms by either party by providing at least Thirty (30) days advance written notice to the other party.

B. Notwithstanding anything to the contrary contained herein, in the event the Foundation receives written credible documentation of unsatisfactory practices and/or conduct by Physician in connection with his provision of Physician Services under this Agreement, the Foundation shall have the option to immediately terminate this Agreement without further obligation, other than to pay on a prorated basis for the services provided by Physician through the date of termination, including the Monthly Retainer Fee and the Hourly Fee described below.

C. Upon termination of this Agreement, Physician shall compile and submit a final invoice to the Foundation for Physician Services provided under this Agreement for which are unpaid and owing to Physician.

the Foundation shall make payment to Physician for all amounts set forth on the final invoice, to the extent not disputed, within Thirty (30) days of its receipt of the final invoice.

D. In the event of termination, the Foundation and Physician agree to utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner that fully protects the rights of patients seen by Physician.

E. Upon termination of this Agreement, Physician shall return to the Foundation all books, records (including patient records) and notes and all other information, including electronic information, created and/or maintained by Physician and/or the Foundation in connection with the Physician Services provided by Physician under this Agreement. The parties' agree and acknowledge that such records and information are the property of the Foundation, regardless of who is responsible for their creation.

Section 3. – Description of Services.

Physician shall provide:

A. Under the express supervision and at the direction of the County Health Authority and/or County Health Director, Physician Services, including Emergency Services, medical advice and medical treatment to Eligible County Employees, Dependents and Adult Health Clinic Patients, as well as to STD, TB, and Immunization patients seen at the CCHA.. Physician will provide Physician Services of Twenty (20) hours per month which includes call coverage during the Initial Term of this Agreement and any Renewal Terms. Physician agrees that additional on site hours may be needed when the local health authority is unavailable to provide services;

B. Under the express supervision and at the direction of the County Health Authority and/or County Health Director, Physician shall provide Supervisory Services regarding the medical treatment and care Eligible County Employees, Dependents and Adult Health Clinic Patients via telephone with the nurse, or physician assistant on duty, which telephone supervision may include the prescribing of medications;

C. Physician's assessment and recommendation of medical equipment, first aid equipment and supplies needed by the Foundation in order for medical services to be rendered by medical personnel at the Foundation facilities and clinics, including those services to be provided by Physician and the physician assistants, nurses and other medical personnel;

D. Supervision of follow-up care of sick and/or injured patients, including Eligible County Employees, Dependents and Adult Health Clinic Patients;

E. Physician's accessibility by telephone to the nurse or by physician assistant on duty to answer questions and to assist in resolving medical issues, concerns and/or problems;

F. Periodic review of the County's medical record keeping system and suggestions and/or input as to how such system may be enhanced;

G. Pre-employment physicals for prospective county employees;

H. Supervision of nurses retained and/or employed by the Foundation or the County, as necessary in the sole discretion of Physician so as to enhance the quality of medical provided to Eligible County Employees, Dependents and Adult Health Clinic Patients and other persons seen by the nurses.

I. Services as acting Deputy Health Authority if for any reason the County Health Authority is incapable and/or unable to perform its duties;

J. Secondary supervision (Health Authority is primary supervisor) of physician assistant(s) retained and/or employed by the Foundation or the County, as necessary in the sole discretion of Physician so as to enhance the quality of medical provided to Eligible County Employees, Dependents and Adult Health Clinic Patients and other persons seen by the physician assistants;

K. Any other duties of responsibilities, which may hereafter, be agreed upon in writing signed by both Physician and the Foundation, which shall be appended hereto as amendments to this Agreement;

Section 4 – License And Continuing Education.

A. At all times during the term of this Agreement, including any renewal terms, Physician shall maintain in full force and affect the license and the annual registration issued to him by the Texas State Board of Medical Examiners. Tex. Rev. Civ. Stat. Ann. art.4495b, and all other licenses and certifications necessary to lawfully practice medicine within the State of Texas. In the event such licenses and/or certifications are revoked or suspended at any time, Physician shall immediately contact the Foundation Chairman and notify him/her of such event and shall immediately cease providing Physician Services to Eligible County Employees, Dependents and Adult Health Clinic Patients. The Foundation, at its sole option, may immediately terminate this Agreement

B. Physician shall enroll in and complete continuing education courses as is necessary to provide Physician Services of a high degree of quality and standard to Eligible County Employees, Dependents and Adult Health Clinic Patients and other persons receiving Physician Services under this Agreement

Section 5– The Foundation Obligations.

A.. In consideration for Physician's provision of Physician Services, which shall include, but are not limited to office visits, the Foundation agrees to pay compensation to Physician in the amount of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) per month as a retainer fee ("Monthly Retainer Fee").

The Monthly Retainer Fee shall be prorated for any partial month for which Physician Services are rendered during the Term of this Agreement or any Renewal Terms. Payment of the Monthly Retainer Fee shall be due on the 1st day of each month.

B. With the prior written approval of the County Health Authority or County Health Care Director, the Foundation shall compensate Physician for the provision of Physician Services at the hourly rate ("Hourly Fee") of Seventy Five and No/100 Dollars ($75.00) for Physician Services provided in excess of the twenty (20) hours per month contracted hereunder. Within the 15th day following the end of each month of this Agreement, Physician shall submit an invoice for payment to the Foundation, such invoice detailing the hours worked by Physician as per this Agreement. Such invoice shall contain such other information as is required or requested by the County Auditor to confirm the accuracy of such invoices for processing and payment. The Foundation shall pay all undisputed amounts due and owing to Physician within Thirty (30) days of receipt of an invoice from Physician.

C. Reimbursement to Physician for required travel or meetings shall be paid by the Foundation at usual costs/county rates, and such payments shall be in addition to the Monthly Retainer Fee and the Hourly Fee. Physician shall keep and maintain and submit to the Foundation expense receipts as are required by the Foundation policies in order to be entitled to such reimbursements.

D. During the Initial Term of this Agreement and any Renewal Terms, the Foundation shall provide to Physician sufficient office space, including equipment and furnishings as reasonably necessary for the performance of Physician's administrative functions, duties and recordkeeping requirements and to allow Physician to render Supervisory Services as defined herein.

E. Other than as set forth herein, Physician agrees that Physician is responsible for the payment of all expenses associated with Physician's practice. In addition, as an independent contractor, Physician shall be solely and completely responsible for all withholding as well as payment of taxes as may arise from Physician's receiving compensation under this Agreement. Physician shall not be entitled to any benefits afforded to County employees.

Section 6 Mutual Obligations.

A. Replacement of Physician Assistant - The Foundation and Physician mutually agrees that in the event that a physician assistant employed by the Health Care Services in a health clinic for which Physician provides Supervisory Services under this Agreement leaves the employment of the Foundation and Health Care Services wishes to replace the physician assistant, the Foundation and Physician shall work together in selecting a mutually acceptable replacement physician assistant.

B. The Foundation and Physician mutually agree to discuss and negotiate in good faith reasonable adjustments to the compensation to be paid to Physician if additional duties, consultations, supervisory requirements, or added Physician Services (beyond the parties' expectations at the time of commencement of this Agreement) are necessary for the provision of medical services to Eligible County Employees, Dependents and Adult Health Clinic Patients. Such agreements regarding compensation adjustments shall be reduced to writing, executed by the parties and appended to this Agreement as and amendment thereto.

Section 7 – Records Management.

A. Review by County. Physician will keep and maintain accurate books and records of the dates and time periods for which he has furnished Physician Services pursuant to this Agreement as well as patient records and other administrative records consistent with prudent medical and administrative practices and shall allow the Foundation to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and state and federal laws, rules and regulations. The Foundation and Physician shall ensure that reasonable steps are undertaken to ensure patient confidentiality and that all HIPPA requirements are met in the sharing of such records and information, to the extent applicable.

B. Records Maintenance and Review by State of Federal Agencies. All patient records created, amended and or maintained by Physician in connection with the provision of Physician Services shall be provided and transferred on a monthly basis by Physician to the Foundation by the Fifteenth (15^{th}) day of the following month. All records created and/or maintained by Physician regarding the provision of Physician services during a calendar month that have not been transferred to the Foundation shall be made available by Physician for inspection and audit by governmental agencies as may be authorized by law to conduct such inspections and/or audits.

Section 8 - Nondiscrimination Policy.

A. Physician and the Foundation agree in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1974, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

Section 9 – Insurance And Indemnification.

A. Physician shall procure and be responsible for maintaining one or more policies of malpractice and/or professional liability insurance coverage. It is agreed that at all times during the term of this Agreement, including any renewal terms, such malpractice liability coverage shall be maintained by Physician in an amount not less than Two Hundred Thousand Dollars ($200,000) per occurrence and Six Hundred Thousand Dollars ($600,000) aggregate, with a deductible not to exceed Ten Thousand Dollars ($10,000). Such policy(ies) shall not be terminated or reduced without at least thirty (30) days advance notice being provided to the Foundation. The parties understand and agree that notwithstanding anything to the contrary contained herein, the lapse of malpractice liability insurance by Physician shall be grounds for the immediate termination of this Agreement by the Foundation without further obligation or penalty, other than to pay for Physician Services provided by Physician through the date of termination. The parties agree that Physician shall be an independent contractor and not an employee of the Foundation or the County under this Agreement and that Physician shall purchase and maintain such professional liability insurance as will protect Physician, the Foundation and the County from any claims arising out of or incident to the services provided of this Agreement.

B. The Foundation will provide at its expense general liability insurance as it pertains to the delivery of services at the Foundation Health Care Services, including its clinics and the operations thereof, but not for the personal actions of Physician in rendering Physician services pursuant to this Agreement.

C. PHYSICIAN SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOUNDATION, ITS OFFICERS, DIRECTORS AND AGENTS FROM ALL CLAIMS OF ANY NATURE WHATSOEVER INCLUDING ALL DEFENSE COSTS INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES ARISING FROM ANY ACTION AND/OR ACT OR THE ALLEGED MALPRACTICE AND/OR FAILURE TO ACT BY PHYSICIAN IN CONNECTION WITH THE PHYSICIAN SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT. THIS INDEMNITY OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL BE IN FORCE AND EFFECT REGARDLESS OF WHETHER SUCH CLAIMS ARE COVERED BY APPLICABLE POLICIES OF INSURANCE.

Section 10– Notices.

A. All written communications provided for hereunder shall be deemed to be given when delivered in person or deposited in the United States Mail, First Class, Registered or Certified, Return Receipt Requested, with proper postage, prepaid addressed as follows:

1) **If to Physician, address to:**

Luan Pho, M.D., P.A.
1105 N. Central Expwy Ste. 260
Allen, TX. 75013

2) **If to the County, address to:**

Collin County Health Care Services
Collin County Healthcare Foundation
825 S. McDonald St. Ste 130
McKinney, TX. 75069

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

Section 11 – Amendment.

This Agreement shall not be amended or modified other than in a written agreement signed by all parties hereto.

Section 12 – Miscellaneous

A. Controlling Law and Venue. This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas. Venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

B. Captions. The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.

C. Non-assign ability/Pledge of Revenues. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Physician without the prior written consent of the Foundation. Physician shall not assign the compensation to be paid to Physician under this Agreement to any third party without the prior written consent of the Foundation.

D. Mutual Obligations. All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligations under the Agreement.

E. Exclusive Rights. The Foundation and Physician have the exclusive right to bring suit to enforce this Agreement and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

F. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

G. Severability. If any provision of this Agreement shall be deemed void or invalid, such provision shall be deemed severed from the remainder of the Agreement which shall remain in full force and effect.

H. Entire Agreement. This Agreement, together with all exhibits attached hereto, embody the entire agreement between the parties hereto relative to the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Foundation and Physician with respect to the subject matter of this Agreement. There are no representations and warranties between the Foundation and Physician other than those contained in this Agreement. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties to this Agreement.

I. Construction. Although drawn by one party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

J. Non-waiver. Failure of a party to exercise any right or remedy in the event of default by the other party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

K. Further Assurances. Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

L. Retention of Defenses. The Parties agree that, neither this Agreement nor the parties' performance hereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon negligence.

M. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed to be an original.

N. Authority. The undersigned officers of the the Foundation and Physician by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original this 29th day of September, 2010.

PHYSICIAN:

LUAN PHO, MD.

By: _____

Title: MD

Date: 9/8/10

COLLIN COUNTY HEALTHCARE FOUNDATION

By: _____

Title: President

Date: 9/29/10