SUB-LEASE AGREEMENT BETWEEN
COLLIN COUTY, TEXAS AND COLLIN COUNTY PROJECT ACCESS

This Sub-Lease Agreement ("Sub-Lease") is made effective by and between Collin County, Texas, a political subdivision of the State of Texas ("Sub-Landlord") and Collin County Project Access, a non profit corporation duly organized under the Laws of the State of Texas ("Sub-Tenant").

WHEREAS, pursuant to that certain Lease dated January 1, 2011 ("Primary Lease"), executed by and between the City of Frisco, Texas ("Primary Landlord") as Lessor, and Sub-Landlord, as Tenant, Sub-Landlord leased from the Primary Landlord the property, commonly known as the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas ("Building") consisting of a portion of the west side of the second floor and approximately 5,477 rentable square feet ("Premises"); and

WHEREAS, a copy of the Primary Lease is attached hereto as Exhibit A and made a part of this Sub-Lease; and

WHEREAS, Sub-Landlord now desires to Sub-Lease a portion of the Premises, (approximately 1,500 rentable square feet) (the "Sub-Lease Premises") described on the floor plan attached hereto as Exhibit B, and Sub-Tenant desires to lease the Sub-Lease Premises from Sub-Landlord; and

WHEREAS, Sub-Tenant and Sub-Landlord desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

WHEREAS, the services to be rendered by the Sub-Tenant as consideration for this Sub-Lease Agreement are based upon the fair market value of the services to be provided by Sub-Tenant to the citizens of Collin County; and

WHEREAS, the Primary Landlord has consented to such subletting from Sub-Landlord to Sub-Tenant;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the undersigned agree as follows:

1. **Subletting.** Sub-Landlord hereby agrees to sub-lease to Sub-Tenant the Sub-Lease Premises, and Sub-Tenant hereby agrees to sub-lease such Sub-Lease a portion of Premises from Sub-Landlord, on the terms and conditions as set forth herein.

2. **Sub-Lease Premises.** The Sub-Lease Premises, described in Exhibit B, shall include a total of approximately 1500 square feet. Sub-Tenant shall also have the right to use the common kitchen area and common restroom facilities in cooperation with Sub-Landlord and any other tenant occupying space in Sub-Lease Premises.

3. **Terms of Sub-Lease.**

A. **CONDITION.** Sub-Tenant has inspected the Sub-Lease Premises and agrees to accept the Sub-Lease Premises in its "AS-IS" condition with no improvements to be performed by Sub-Landlord or no warranties of any kind and with all faults and defects either known, unknown or later discovered. Sub-Tenant shall obtain prior written approval from Sub-Landlord for any and all Sub-Tenant improvements to the Sub-Lease Premises, which consent shall not be unreasonably withheld, conditioned or delayed by Sub-Landlord, and shall be governed by the Primary Lease as to Primary Landlord. Sub-Landlord shall respond to Sub-Tenant's written request for any improvements submitted with detailed drawings and specifications within ten (10) business days. Sub-Tenant must receive Sub-Landlord's prior written consent, which shall not be unreasonably withheld, concerning the contractor(s) and materials to be used and the nature of the work to be performed. Sub-Tenant shall provide Sub-Landlord with copies of any and all architectural and construction drawings, with specifications. Said drawings shall be attached to this Sub-Lease as an Exhibit prior to execution of the Sub-Lease by both parties, if Sub-Tenant plans any improvements upon Sub-Lease commencement. Sub-Landlord shall designate, in writing, at the time of the approval process if any of the improvements need to be returned to their original condition upon the termination of the Term, or if this Sub-Lease terminates for any other reason. Notwithstanding the foregoing provisions, Sub-Landlord makes no representation to Sub-Tenant as to whether Primary Landlord will approve or disapprove of any modifications, alterations or improvements.

B. **TERM.** The initial term of this Sub-Lease shall begin when the Parties execute this Sub-Lease by their respective authorized signatories and shall run until 11:59 PM, September 30, 2011. Thereafter, the annual term shall run for one year periods, commencing on October 1, 2011, (the "Commencement Date") and expiring at 11:59 PM local time on September 30, 2012, ("Term"). This lease term shall automatically renew for successive one year terms unless either Party gives thirty days written notice of cancellation.

C. **CONSIDERATION.** As payment for rent and consideration of the Sub-Lease, Sub-Tenant shall provide health care services to the indigent citizens of Collin County, Texas.

D. **EXPENSES AND OTHER COSTS.** The Sub-Lease shall be a gross Sub-Lease. Sub-Landlord shall pay any and all expenses and costs required under the Primary Lease and/or associated with the lease of the Premises. Sub-Tenant shall not be liable for any expenses or costs other than costs which are specifically enumerated in this Sub-Lease Agreement.

E. **USE.** The Premises shall be used only for the purposes of staffing and administrative needs of Sub-Tenant, not for providing medical services by doctors to individuals, and such other uses as may be permitted under the Primary Lease.

F. **ASSIGNMENT OR SUBLETTING.** Sub-Tenant may not assign its interest in this Agreement or Sub-Lease the Sub-Lease Premises in whole or in part to any other entity or person without the prior written consent of the Sub-Landlord and Landlord.

G. **SECURITY DEPOSIT.** None.

H. **SIGNAGE.** For the term hereof Sub-Tenant shall have the right, at its cost, to insert identification sign(s) within the area of such signs currently identifying the other tenants of the Premises. Sub-tenant shall use similar style, type, and size of signage as is existing at time of execution of this Sub-Lease.

4. Termination and Default.

A. This Agreement may be terminated without further liability on thirty (30) days' prior written notice by either party for any reason or without reason given. This Agreement may be terminated immediately by Sub-Landlord if any petition shall be filed by or against Sub-Tenant to have Sub-Tenant placed in receivership and/or bankruptcy. In the event of immediate termination, Sub-Tenant shall be given ten days to remove property which may be legally removed from Premises.

B. Sub-Tenant agrees and understands that Sub-Lease is contingent upon terms of the Primary Lease. If the Primary Lease terminates for any reason, this Sub-Lease shall terminate at the same time. Sub-Landlord shall not be liable for any damages, claims, or monetary losses suffered by Sub-Tenant due to termination of Sub-Lease. Notwithstanding anything contained in this Agreement to the contrary, no act or omission of Sub-Landlord or Sub-Tenant shall be construed as a termination of this Agreement. Termination of this Agreement must be in writing by mailing or delivering to the other Party notice of such termination, as herein provided.

C. Non Appropriation. This Sub-Lease shall be expressly contingent upon Collin County approving appropriations in its then current fiscal year budgets in amounts sufficient to satisfy its obligations under the Primary Lease. If Collin County chooses not to appropriate funds for renewal of Primary Lease, this Sub-Lease shall automatically terminate with termination of Primary Lease.

D. Cancellation of the Agreement for Delivery of Health Care Services. If Collin County or the Collin County Healthcare Trust chooses to cancel the Agreement for Delivery of Health Care Services with the Sub-Tenant as provided in Exhibit C, this Sub-Lease shall terminate within 90 days of the receipt of the notice of cancellation.

5. Destruction or Condemnation of the Sub-Lease Premises. This lease terminates if the Sub-Lease Premises is destroyed or condemned by proper authority. Sub-Tenant may elect to terminate this Agreement if the Sub-Lease Premises or any portion thereof, is damaged by giving notice to Sub-Landlord no more than ten (10) days following the date of such damage.

6. **Insurance.** Sub-Tenant, at Sub-Tenant's sole cost and expense, shall procure and maintain on the Sub-Lease Premises and any facilities which hereafter may be constructed or otherwise placed on the Sub-Lease Premises, bodily injury and premises damage insurance. The amount should be as is customary and reasonable for the Premises. Such insurance shall insure on an occurrence basis, against all liability of Sub-Tenant, its employees and agents arising out of or in connection with Sub-Tenant's use of the Sub-Lease Premises, all as provided for herein. Sub-Landlord shall be named as an additional insured on Sub-Tenant's policy. Sub-Tenant shall provide to Sub-Landlord a certificate of insurance evidencing the types of coverage required by this paragraph within thirty (30) days of the date of execution below.

7. **Warranty of Title and Quiet Enjoyment.** Sub-Landlord warrants that: (i) Sub-Landlord is the Lessee under that certain Lease Agreement dated September 1, 2008 and attached hereto as Exhibit A, between Sub-Landlord and the City of Frisco, as Lessor, which covers the Premises and Sub-Landlord and has rights of access thereto; (ii) Sub-Landlord has full right to make and perform this Agreement; and (iii) Sub-Landlord covenants and agrees with Sub-Tenant that upon Sub-Tenant observing and performing all the terms, covenants and conditions on Sub-Tenant's part to be observed and performed, Sub-Tenant may peacefully and quietly enjoy the Sub-Lease Premises.

8. **Compliance with the Law.** Sub-Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Sub-Lease Premises, and shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the premises. Sub-Tenant will require that all uses, operations and or activities at any time on the Sub-Lease Premises comply with applicable federal, state and local laws.

9. **Compliance with Landlord and Sub-Landlord rules and processes.** Sub-Tenant shall comply with all Landlord and Sub-Landlord rules and processes applicable to the use of the Sub-Lease Premises, and shall comply with all orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the premises.

10. **Miscellaneous.**

A. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

B. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties. Further, this Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Sub-Landlord warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement. Sub-Tenant warrants and represents that the individual executing this Agreement on behalf of Sub-Tenant.

C. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier or hand delivery to the address of the respective parties set forth below:

To the Sub-Landlord: Collin County, Texas
Attn: Office of the County Judge
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, TX 75071

To the Sub-Tenant: Collin County Project Access
_____
_____

Sub-Landlord or Sub-Tenant may from time to time designate any other address for this purpose by written notice to the other party. Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

D. This Agreement shall be governed by the laws of the State of Texas and shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie exclusively in Collin County, Texas.

E. In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be unconstitutional, invalid, illegal, or unenforceable in any respect, such unconstitutionality, invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Agreement.

F. Neither Sub-Landlord nor Sub-Tenant shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Sub-Landlord or Sub-Tenant and which by the exercise of due diligence Sub-Landlord or Sub-Tenant is unable, wholly or in part, to prevent or overcome.

G. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

H. Nothing contained in this Agreement is intended to waive, nor shall it be interpreted or deemed to waive, any governmental immunity or defense of either party or its officers, officials, agents, volunteers and employees.

THE UNDERSIGNED SUB-LANDLORD AND SUB-TENANT HAVE EXECUTED THIS AGREEMENT effective on the 11th day of April, 2011.

SUB-LANDLORD:

COLLIN COUNTY, TEXAS

By: _____

Title: County Judge

SUB-TENANT:

COLLIN COUNTY PROJECT ACCESS

By: _____

PRIMARY LANDLORD:
CITY OF FRISCO, TEXAS
Acknowledgment and Approval of Sub-Lease Agreement

By: _____

Title: _____

EXHIBIT A

PRIMARY LEASE

COURT ORDER NO. 2011- 140 -03-14

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Lease Agreement, City of Frisco – Construction & Projects

On **March 14, 2011** the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

Keith Self	**County Judge, Presiding**
Matt Shaheen	**Commissioner, Precinct 1**
Cheryl Williams	**Commissioner, Precinct 2**
Joe Jaynes	**Commissioner, Precinct 3**
Duncan Webb	**Commissioner, Precinct 4**

During such session the court considered a request for approval of Lease Agreement with the City of Frisco.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a Lease Agreement with the City of Frisco for property located at 6101 Frisco Square Blvd., Suite 2000, Frisco, Texas in the amount of $107,474.28 per annum commencing on January 1, 2011 through and including December 31, 2011 and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Joe Jaynes, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

COMMISSIONERS COURT COLLIN COUNTY TEXAS

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

COMMERCIAL LEASE

This Lease is made and entered into by and between the **CITY OF FRISCO, TEXAS, a Texas municipal corporation** organized under the laws of the State of Texas, referred to in this lease as "Lessor", and **COLLIN COUNTY, a Texas political subdivision**, referred to in this lease as "Lessee".

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the property described in **Exhibit "A"** attached to this lease, which is a portion of Frisco City Hall, generally being the west side of the second floor consisting of 5,477 square feet, more or less. These premises are referred to in this lease as "the premises" or "the leased premises." In addition, the County will be attributed 982 square feet as a pro-rata share of common space in the building.

ARTICLE 1. TERM AND TERMINATION

Term of Lease

1.1 The term of this lease shall commence on January 1, 2011, and shall terminate on December 31, 2011. This lease may be renewed or extended by the parties upon written mutual agreement following the negotiation of any changes.

Termination

1.2 Either Lessor or Lessee shall have the right to terminate this lease with no penalty by giving the other party sixty (60) days written notice. Any amounts pre-paid by Lessee as rent shall be returned to Lessee within thirty (30) days of the termination date in a pro-rated amount.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay Lessor as rent for the leased premises a base rent of fifteen dollars ($15.00) per square foot for the 5,477 square feet which totals the sum of eighty-two thousand one hundred fifty-five dollars ($82,155.00) per annum during the lease term payable in monthly installments in the amount of six thousand eight hundred forty-six and 25/100 dollars ($6,846.25) per month in advance, with any amount owed for a partial month being pro-rated.

Additional Rent

2.2 Lessee also agrees to pay Lessor as rent for the leased premises additional rent of three and 94/100 dollars ($3.92) per square foot for the 5,477 square feet and the 982 square feet which totals the sum of twenty-five thousand three hundred nineteen and 28/100 dollars ($25,319.28) per annum during the lease term payable in monthly installments in the amount of two thousand one hundred twenty and 70/100 dollars ($2,109.94) per month in advance, with

any amount owed for a partial month being pro-rated, as Lessee's contribution to utilities, building maintenance, premises insurance and janitorial services.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee shall operate the leased premises for the purpose of public services, continuously during the term of this lease and shall not use the premises for a purpose that is not considered a public purpose by the central appraisal district. The Lessee also has the ability to utilize public meeting space in the building that is outside of the leased premises upon coordination with the Lessor. Lessee's hours of operation for public access are anticipated to be 8:00 a.m. to 5:00 p.m. weekdays, except that on Wednesdays Lessee will operate until 7:00 p.m. Lessee's employees shall have access to the leased premises during operating hours and at reasonable times before and after operating hours for opening setup and closing.

Waste, Nuisance, or Illegal Uses

3.2 Lessee shall not use, or permit the use of, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by the City of Frisco insurance policies. Collin County shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of Lessor, nor shall Collin County allow said unsafe purpose, including, but not limited to, the storage of any flammable materials, nor shall Collin County use any apparatus, machinery or device in or on said premises which shall make any noise or set up any vibration which can be detected by Lessor, or which shall in any way be a detriment to said building.

Parking

3.3 Lessee's employees, customers, guests and invitees shall have the right to park, without charge, during the term of this lease on the public parking surrounding the building, however Lessee's employees shall not park in the front rows or in spaces designated for visitors and shall follow the same policy's for parking as Lessor's employees.

[continued on following page]

ARTICLE 4. MAINTENANCE, SURRENDER AND HOLDOVER

Maintenance

4.1 Lessor shall maintain the leased premises and parking area in good condition, except that Lessee shall promptly make any repairs or replacements to the leased premises that are the result of damage caused by Lessee or Lessee's employees, agents, invitees, visitors or guests. Repairs and/or improvements made by Lessee must have Lessor's approval. If Lessee fails to make such repairs or replacements, Lessor, in its sole option, may, after proving ten (10) days written notice to Lessee, make such repairs or replacements and Lessee shall repay the costs incurred by Lessor as part of the next monthly rental payment due and owing, and failure to pay shall constitute and event of default.

Surrender

4.2 Lessee shall surrender the leased premises to Lessor at the expiration of this lease in good order, repair and condition, at least equal to the condition at the beginning of this lease, ordinary wear and tear excepted.

Holdover

4.3 Lessee shall vacate the leased premises immediately upon the expiration of the lease term or earlier termination of this lease. Lessee shall reimburse Lessor for and indemnify Lessor against all damages incurred by Lessor as a result of any delay by Lessee in vacating the leased premises. If Lessee does not vacate the leased premises upon the expiration of the lease term or earlier termination of this lease, Lessee's occupancy of the leased premises shall be a day-to-day tenancy, subject to all of the terms of this lease, except that the rent during the holdover period shall be increased to an amount which is one-and-one-half (1½) times the rent in effect on the expiration or termination of this lease, computed on a daily basis for each day of the holdover period, plus all additional sums due under this lease. This paragraph shall not be construed as Lessor's consent for Lessee to holdover or to extend this lease.

ARTICLE 5. HOLD HARMLESS

Hold Harmless Clause

5.1 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises or from its use of the leased premises, or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the leased premises, but Lessor shall not indemnify or hold harmless Lessor for its own negligence or willful misconduct. In case of any action or proceeding brought against Lessor by reason of such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

ARTICLE 6. TELEPHONE CHARGES

Telephone Charges

6.1 Lessee shall be responsible for installing and maintaining its own telephone system and shall be solely responsible for paying its own telephone utilities. Lessee shall be responsible for coordinating with Lessor, and obtaining Lessor's prior approval, for any wiring, cable or other technical alterations required to be made to the building or the leased premises for Lessee to receive telephone services.

ARTICLE 7. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

7.1 Lessee shall not make any structural alterations, additions, or improvements to the leased premises without the prior written consent of Lessor, and Lessee may not remove improvements or any part thereof without the consent of the Lessor. Nonstructural alterations, additions, or improvements shall not require approval by Lessor.

Property of Lessor

7.2 All alterations, additions, or improvements made by Lessee which remain on the leased premises at the expiration or termination of this Lease shall become the property of Lessor.

ARTICLE 8. TRADE FIXTURES AND SIGNS

Trade Fixtures

8.1 Lessee shall have the right at all times to erect or install shelves or other trade fixtures in, on, or about the leased premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee shall have the right to remove all trade fixtures at the termination of this lease. Any trade fixtures that have not been removed by Lessee at the termination of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor.

Signs

8.2 Lessee shall not have the right to install, erect, place or maintain interior or exterior signs, unless the sign is approved in writing by Lessor prior to installation. Lessor shall have sole discretion in determining whether a sign may be installed, erected, placed or maintained.

ARTICLE 9. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

9.1 If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, water leak or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Casualty

9.2 This Lease shall not terminate upon a casualty, regardless of the amount of damage by fire, water leak or other casualty. Lessor shall not be required to make any repairs. The lease may be terminated by either party in writing if Lessor determines that it will not make any repairs.

ARTICLE 10. DEFAULT

Default by Lessee

10.1 If Lessee shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, Lessor shall have all remedies at law or equity to dispossess Lessee from the leased premises, recover damages and to allow Lessor to retake possession of the leased premises, including an action for forcible entry and detainer.

Waiver of Breach

10.2 A waiver by either Lessor or Lessee of a breach or default of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the lease.

ARTICLE 11. INSPECTION BY LESSOR

11.1 Lessee shall permit representatives and employees of Lessor to enter into and on the leased premises at all reasonable times for the purpose of inspection of the premises and conducting any services, maintenance, etc.

ARTICLE 12. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

12.1 Lessee may not sublet, assign, encumber, or otherwise transfer this lease or any right or interest in this lease, or in the leased premises or the improvements on the leased premises.

Assignment by Lessor

12.2 Lessor may assign or transfer any or all of its interests under the terms of this lease provided that Lessor notifies such assignee of the contents of this Lease.

ARTICLE 13. MISCELLANEOUS

Notices and Addresses

13.1 All notices required under this lease must be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: City of Frisco
George Purefoy, City Manager
6101 Frisco Square Blvd.
Frisco, TX 75034

Lessee: Collin County
Bill Burke
4600 Community Ave.
McKinney, TX 75071

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

13.2 This lease shall be binding upon, and inure to the benefit of, the parties to this lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Texas Law to Apply

13.3 This lease shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Collin County, Texas.

Legal Construction

13.4 In case any one or more of the provisions contained in this lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the lease.

Prior Agreements Superseded

13.5 This lease constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

Amendment

13.6 No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

Rights and Remedies Cumulative

13.7 The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees and Costs

13.8 If, as a result of a breach of this lease by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this lease.

Force Majeure

13.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and. any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

13.10 Time is of the essence of this lease.

The undersigned Lessor and Lessee execute this agreement on the date set forth below, at Frisco, Collin County, Texas.

EXECUTED to be effective the 1st day of January, 2011.

[execution page follows]

LESSOR:

THE CITY OF FRISCO, TEXAS,
a Texas corporation organized under the laws of the State of Texas

By: _____
George Purefoy, City Manager
Date Executed: 4-12-11

LESSEE:

COLLIN COUNTY, TEXAS

By: _____
Printed Name: _____
Date Executed: 3/15/11

EXHIBIT A
(Leased Premises Diagram and Details)

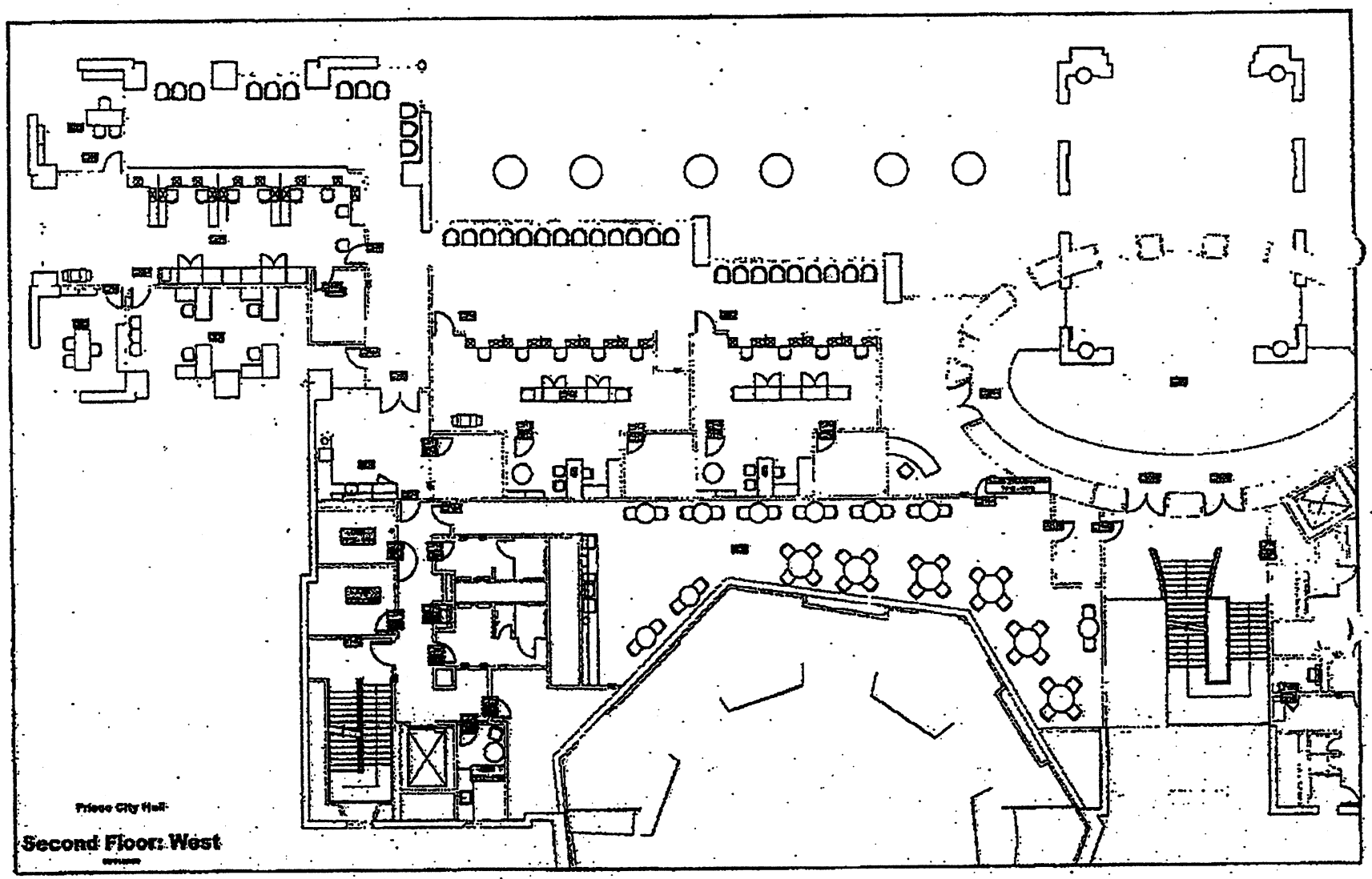
Prince City Hall
Second Floor: West

EXHIBIT B

SUB-LEASE PREMISES

EXHIBIT C

AGREEMENT FOR DELIVERY OF HEALTH CARE SERVICES

HEALTH CARE FOUNDATION

HCF RESOLUTION NO. 2011- 2035 -03-21

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Agreement, Project Access – Health Care

On **March 21, 2011,** the Health Care Foundation Board of Trustees of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

Keith Self	**President**
Matt Shaheen	**Trustee**
Cheryl Williams	**Trustee**
Joe Jaynes	**Trustee/Secretary**
Duncan Webb	**Trustee**

During such session the Health Care Foundation Board of Trustees considered a request for approval of an Agreement with Collin County Project Access.

Thereupon, a motion was made, seconded and carried with a majority vote of the Board for approval of an Agreement with Collin County Project Access for the delivery of Health Care Services for Indigent Residents of Collin County. The first patients will be referred 60 days from March 21, 2011. Same is hereby approved in accordance with the attached documentation.

Keith Self, President

ATTEST:

Joe Jaynes, Trustee/Secretary

The State of Texas §
§
County of Collin §

AGREEMENT FOR DELIVERY OF HEALTH CARE SERVICES FOR INDIGENT RESIDENTS OF COLLIN COUNTY, TEXAS

This agreement ("Agreement") is made by and between The Collin County Health Care Foundation, a Texas non-profit corporation (hereinafter referred to as "Payor"), and Collin County Project Access, a Texas non-profit corporation (hereinafter referred to as "Provider").

WHEREAS, Foundation is a Texas non-profit corporation, established by Collin County, Texas, in 1983, to provide health care to the citizens of Collin County, Texas and is a payor of medical services for individuals living in Collin County, Texas; and

WHEREAS, Provider is a non-profit corporation duly organized under the laws of the State of Texas which desires to serve as a provider of health care services to the indigent population of Collin County, Texas; and

WHEREAS, Provider desires to provide appropriate and cost effective health care services to indigent clients enrolled in Payor's Indigent Care Plan, such plan established pursuant to Chapter 61 of the Texas Health & Safety Code; and

WHEREAS, this Agreement is authorized by Section 61.029 of the Texas Health & Safety Code which allows a County to provide health care services to indigents by contracting with a private provider; and

WHEREAS, the Commissioners Court of Collin County, who serve on the Board of the Foundation and the Foundation believe this Agreement is in the best interest of the residents of Collin County so as to provide health care services to indigent residents of Collin County; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

I. DEFINITIONS.

When the following terms appear herein they shall have the meanings set forth in this section.

1.1 "Applicable Law" means all Texas and federal statutes, rules and applicable regulations.

1.2 "Covered Person" means an individual who is qualified under the Payor's Indigent Care Plan at the time a Provider's service is furnished.

1.3 "Covered Services" means any and all necessary medical care, medicines, and related supplies to be provided by the Provider to a Covered Person as mandated by Applicable Law, including but not limited to chapter 61 of the Texas Health & Safety Code and the regulations adopted there under.

1.4 "Foundation" means the Collin County Health Care Foundation.

1.5 "Party and Parties" means the three parties to this agreement as identified in the introductory paragraph.

1.6 "Payor" means Collin County Health Care Services, Texas.

1.7 "Physician" means doctor of medicine (M.D.), osteopath (D.O.), or podiatrist (D.P.M.) licensed and credentialed to practice under the terms of the State of Texas and acting within the scope of his or her license.

1.8 "Provider" means Collin County Project Access, a non-profit organization formed in the State of Texas.

1.9 "Service Providers" means physicians, facilities, and/or others licensed to practice a healthcare profession in the state of Texas who contract with Provider to render health care services to Indigents.

II. PROVIDER RESPONSIBILITIES.

2.1 Provision of Services.

2.1.1 Provider agrees to accept all referrals of Covered Persons and to provide Covered Services to Covered Persons.

2.1.2 All Covered Services provided shall be consistent with accepted standards of practice of licensed professional medical providers, with the same care and attention and office schedules and in the same physical settings as customarily provided for patients who are not Covered Persons. Provider shall not discriminate against any Covered Person because of race, physical handicap, color, religion, sex or national origin.

2.1.3 Provider is solely responsible for controlling costs and managing any and all services related to this Agreement, including but not limited to, administrative costs, diagnostic testing, prescriptions, specialty referrals, surgery, and hospital care.

2.1.4 Provider shall make all reasonable efforts to assist Covered Persons to qualify for private patient assistance programs offered by drug and medicine manufactures or providers.

2.2 Collin County is "payor of last resort". Provider agrees that Collin County is the "payor of last resort" as outlined in Chapter 61 of the Health and Safety Code. Should Provider receive payment from a third party source for Covered Services rendered to a Covered Person, (including but not limited to private insurance, Medicaid or other state or federal program), then Provider agrees to promptly refund to Payor any amounts recovered from a third party attributable to services provided to a Covered Person.

2.3 Referral to Licensed Medical Practitioners. Provider agrees to refer Covered Persons to medical practitioners who maintain a current license to practice medicine or other licensed health care profession in the State of Texas, along with all necessary state and federal licenses or registrations to prescribe and/or dispense controlled substances.

2.4 Insurance. Provider shall use all reasonable efforts to use Service Providers who maintain professional liability insurance with liability coverage in generally accepted amounts that are deemed prudent for the specific profession. Provider will notify Payor promptly if Provider becomes aware that a Covered Person files a claim or a notice of intent to commence action or dispute against the Provider, an agent of Provider, or a Service Provider in connection with Covered Services provided by Provider.

2.5 Relationship of the Parties. Provider understands and agrees that in the provision of Covered Services under this Agreement, Provider is acting as an independent contractor and not as an employee or agent of Payor, Collin County, or any agent thereof.

2.6 Records and HIPAA. Provider shall treat all medical records of Covered Persons in accordance with all state and federal laws and standards pertaining to the confidentiality of such records. During the term of this Agreement and for five years thereafter, Payor shall have access during regular business hours to Provider's patient records, data, and books relating to Covered Services provided to Covered Persons or to be provided under the terms of this Agreement. Payor may make copies of any such records, data, and books. Provider agrees to sign and abide by the HIPAA Business Associates Agreement attached to this Agreement as Exhibit "A".

2.7 Non-Exclusivity. Nothing in this Agreement shall be construed to restrict Payor or Provider from entering into other similar contracts or agreements with other parties to provide Covered Services to Covered Persons. Nor, is this document an exclusive agreement for business affairs by and between the Parties.

2.8 Referrals to Be Accepted Thirty Days After First Payment. Provider shall accept Covered Persons and Covered Person(s) renewals beginning thirty (30) days after the first payment made under this Agreement. Payor will refer fifteen percent (15%) of pre-existing Covered Persons every month, beginning thirty (30) days after first payment under this Agreement, until Provider is assigned all Covered Persons.

III. PAYOR RESPONSIBILITIES

3.1 Payment to Provider. Payor shall pay to Provider $ 121,250.00 on the first of each quarter as payment in full for all Covered Services to be provided to Covered Persons during the quarter. Payments shall be made on the first of January, April, July, and October. A pro-rated payment shall be made if this Agreement commences on a date other than the first day of a quarter listed above. All payments made by Payor under this Agreement shall be made from current revenues available to Payor from the fiscal budget of Payor in effect at the time of such payment.

3.2 Qualifying Covered Persons. Payor shall be responsible to screen applicants to determine eligibility to participate in Payor's Indigent Health Care Plan as Covered Persons. Once an applicant has been determined by Payor to be a "Covered Person" under the terms of this Agreement and Payor's eligibility criteria, the Covered Person shall be immediately referred to Provider for the receipt of Covered Services. Covered Persons shall be instructed by Payor to receive Covered Services by and through Provider.

IV. TERM, TERMINATION, AND NONAPPROPRIATION

4.1 Initial and Renewal Terms. The initial term of this Agreement shall be for one (1) year and following the initial term shall automatically renew on a year-to year basis thereafter unless terminated as provided in Section 4.2 hereof.

4.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:

4.2-1 Termination by Provider or Payor. Provider or Payor shall, with or without cause, be entitled to terminate this Agreement at any time by giving the other Party at least ninety (90) days advance written notice. In such event, this Agreement shall terminate on the ninetieth (90th) day following receipt of such notice. The Parties may agree to terminate in less than ninety days by mutual written agreement. The Parties agree to pro-rate fees to adjust payment to the termination date of the Agreement.

4.2-2 Termination by Substantial Default. In the event of a substantial default in the performance of a Party's responsibilities hereunder, a Party shall give notice to the other that such other Party has substantially defaulted in the performance of an obligation under this Agreement, and to the extent such default shall not have been cured in a manner satisfactory to the non-defaulting Party within fifteen (15) days following the giving of such notice, the Party giving such notice shall have the right to terminate this Agreement at the end of such fifteen (15) day period.

4.2-3 Automatic Termination for Specific Breaches. Notwithstanding Section 4.2-2 above, this Agreement shall automatically terminate on the date: (1) Provider is found guilty of a criminal offense; (2) Provider commences a proceeding in Bankruptcy Court for dissolution or reorganization; or (3) Nonappropriation as provided in paragraph 4.3.

4.3 Nonappropriation. If sufficient funds are not appropriated for Payor to make payments due to Provider under this Agreement in any fiscal year during the term of this Agreement, an "Event of Nonappropriation" shall be deemed to have occurred and this Agreement shall terminate as of the first day of the fiscal year of such nonappropriation. In such event, Provider shall not be obligated to provide Covered Services under this Agreement beyond the then current fiscal year for which funds have been appropriated. Payor shall promptly deliver notice of an "Event of Nonappropriation" to the Provider.

4.4 Effects of Termination. Upon termination of this Agreement, neither Party shall have any further obligation hereunder except for (1) obligations accruing prior to the date of termination, including without limitation, any obligation by Provider to continue to provide health care services to Covered Persons, and (2) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, including without limitation, the patient record confidentiality provisions contained herein.

4.5 Notice to Covered Persons. For a period of not less than six (6) months after termination of this Agreement, Provider shall give notice to any Covered Person seeking services from Provider that services are no longer being provided by Provider and such Covered Person should contact the Collin County Health Care Services office.

V. MISCELLANEOUS

5.1 Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Collin County Commissioners Court
County Judge
2300 Bloomdale, Suite 4192
McKinney, Texas 75071

Collin County Project Access, Inc.
Chief Executive Officer
111 N. Tennessee Street, Suite 309-C
McKinney, TX 75069

or to such other address, and to the attention of such other person(s) or officer(s) as the Parties may designate by written notice.

5.2 Nature of Payor Program. Under the terms of this Agreement, Payor is neither an insurer nor an indemnifier of health care benefits nor a Hospital. Payor does not assume any liability for any acts or omissions of Provider or Provider's employees, agents, or representatives.

5.3 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with Applicable Law. To the extent any provision of this Agreement conflicts with Applicable Law, Texas law shall apply.

5.4 Assignment. No assignment of this Agreement or the rights and obligations hereunder by Provider shall be valid without the specific written consent of Payor.

5.5 Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

5.7 Amendments. This Agreement may be amended, modified or supplemented in whole or in part, and any provision hereof may be waived only by a written instrument duly executed by all Parties.

5.8 Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire Agreement between the Parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Collin County Health Care Foundation
By The Collin County Health Care Board of Trustees

Name:

President
Title:

4/12/11
Date

Collin County-Project Access, Inc.

Signature

Octavio De La Pena, MD
Name:

President
Title:

April 11, 2011
Date

Exhibit "A"

HIPAA BAA

Collin County Health Care Foundation
Business Associate Contract
in accordance with
the Health Insurance Portability and Accountability Act
And Incorporated Security Addendum

This Agreement is entered into by and between Collin County Health Care Foundation ("CCHCF" and "Business Associate") and Collin County Project Access ("Provider") and is intended to be effective as of the same day the AGREEMENT FOR DELIVERY OF HEALTH CARE SERVICES FOR INDIGENT RESIDENTS OF COLLIN COUNTY, TEXAS is signed and effective between the two Parties ("Effective Date").

WITNESSETH:

WHEREAS, CCHCF, as an entity involved in providing health care to the citizens of Collin County, Texas, and is a payor of medical services for individuals living in Collin County, Texas, and desires to become a Business Associate of Provider which provides health care services and or referrals for medical treatment to medical service providers to individuals residing in Collin County, Texas; and

WHEREAS, CCHCF, as an entity involved in providing health care to the citizens of Collin, County, Texas, and is a payor of medical services, has a duty to ensure proper use of all funds extended to Provider for treating citizens of Collin County, Texas, and CCHCF participates in studies and research to aid in health care treatment and awareness of the citizens of Collin County, Texas, and therefore has a need to review certain data and information associated with medical services being paid to and provided by Provider; and

WHEREAS, Provider will make available and/or transfer to CCHCF certain data and information which may be Protected Health Information, in conjunction with goods, services, and treatment that are being provided by Provider to an individual whose medical treatment is paid by CCHCF, and therefore such data and information that is confidential must be afforded special treatment and protection; and

WHEREAS, CCHCF will have access to and/or receive from Provider certain Protected Health Information that can be used or disclosed only in accordance with this Contract and the HHS Privacy Regulations; and

WHEREAS, CHHCF and Provider hereby agree to comply in all of their business transactions with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions in any other written or oral agreement entered by the parties, the terms of this Agreement shall govern.

NOW, THEREFORE, CCHCF and Provider agree as follows:

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

   a. "Contract" shall refer to this document.

   b. BUSINESS ASSOCIATE" shall mean Collin County Health Care Foundation also referred to as CCHCF.

   c. "CCHCF" shall mean the COLLIN COUNTY HEALTH CARE FOUNDATION , a Business Associate under this Agreement.

   d. "Health Care Operations" are certain administrative, financial, legal, and quality improvement activities of a covered entity that are necessary to run its business and to support the core functions of treatment and payment. These activities, are listed in the definition of "health care operations" at 45 CFR 164.501.

   e. "HHS Privacy Regulations" shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.

   f. "Individual" shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term "individual" is defined by 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

   g. "Protected Health Information" shall have the same meaning as the term protected health "Protected Health Information" in 45 CFR 164.501, limited to the Protected Health Information created or received by Business Associate from or on behalf of CCHCF..

   h. "Required by Law" shall have the same meaning as the term has in 45 CRT 164.501.

   i. "Parties" shall mean Collin County Project Access (Provider) and Collin County Health Care Foundation (BUSINESS ASSOCIATE and CCHCF)..

   j. "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

2. **Term**. The term of this Agreement shall commence as of the Effective Date, and shall expire when all of the Protected Health Information provided by Provider to

Business Associate is destroyed, deleted from data indices, or returned to Provider pursuant to clause 7(i).

3. **Renewal Terms**. This Agreement may be renewed for additional terms following the expiration of the Term, by a writing executed by the Parties setting forth such renewal terms.

4. **Limits on Use and Disclosure Established by Terms of Contract**. CCHCF hereby agrees that it shall be prohibited from using or disclosing the Protected Health Information provided or made available by Provider for any purpose other than as expressly permitted by this Contract or as required by law. (ref. 164.504(e)(2)(i).)

5. **Stated Purposes for which CCHCF May Use or Disclose Protected Health Information**. The Parties hereby agree that CCHCF shall be permitted to use and/or disclose Protected Health Information provided or made available from Provider for the following stated purposes:

   CCHCF shall be entitled to access and or use the minimum necessary Protected Health Information as is necessary for CCHCF to carry out its duties to ensure that CCHCF funds are used as stated in the attached and incorporated AGREEMENT FOR DELIVERY OF HEALTH CARE SERVICES FOR INDIGENT RESIDENTS OF COLLIN COUNTY, TEXAS, with the Provider for the provision of medical services to low income, uninsured United State's citizens and legal residents residing and domiciled in Collin County, Texas, and further to use such data and information to participate in studies and research for the benefit of health care and awareness to the benefit of the citizens of the United States, Texas, and Collin County, Texas. **(ref. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)**

6. **Additional Purposes For Which CCHCF May Use Or Disclose Protected Health Information**. In addition to the Stated Purposes for which CCHCF may use or disclose Protected Health Information described in clause 5, CCHCF may use or disclose Protected Health Information provided or made available from Provider for the following additional purpose(s):

   a. **Use of Protected Health Information for Management, Administration and Legal Responsibilities**. CCHCF is permitted to use Protected Health Information if necessary for the proper management and administration of CCHCF or to carry out legal responsibilities of CCHCF. (ref. 164.504 (e)(4)(i)(A-B))

b. **Disclosure of Protected Health Information For Management, Administration and Legal Responsibilities.** CCHCF is permitted to disclose Protected Health Information received from Provider for the proper management and administration of CCHCF or to carry out legal responsibilities of CCHCF, provided:

i. The disclosure is required by law; or

ii. That CCHCF obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information, and the person immediately notifies the CCHCF of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached. (ref. 164.504(e)(4)(ii).

c. **Data Aggregation Services.** CCHCF is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of Provider or CCHCF. (ref.164.504(e)(2)(i)(B))

7. **CCHCF OBLIGATIONS:**

a. **Limits on Use and Further Disclosure Established by Contract and Law.** CCHCF hereby agrees that the Protected Health Information provided or made available by Provider shall not be further used or disclosed other than is permitted or required by the Contract or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A))

b. **Appropriate Safeguards.** CCHCF will establish and maintain appropriate safeguards to prevent any use or disclosure of the Protected Health Information, other than as provided for by this Contract. (ref. 164.504(e)(2)(ii)(B))

c. **Reports of Improper Use or Disclosure.** CCHCF hereby agrees that it shall report to Provider **within two (2) days of discovery** any use or disclosure of Protected Health Information not provided for or allowed by this Contract. (ref. 164.504(e)(2)(ii)(C))

d. **Subcontractors and Agents.** CCHCF hereby agrees that anytime Protected Health Information is provided or made available to any subcontractors or agents, CCHCF must enter into a subcontract with the

subcontractor or agent that contains the same terms, conditions and restriction on the use and disclosure of Protected Health Information as contained in this Contract. (ref. 164.504(e)(2)(ii)(D))

e. **Right of Access to Protected Health Information**. CCHCF hereby agrees to make available and provide a right of access to Protected Health Information by an Individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524, including substitution of the words "CCHCF" with BUSINESS ASSOCIATE where appropriate. (ref. 164.504(e)(2)(ii)(E))

f. **Amendment and Incorporation of Amendments**. CCHCF agrees to make available Protected Health Information available for amendment and to incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. 164.526, including substitution of the words "CCHCF" with BUSINESS ASSOCIATE where appropriate. (ref. 164.504(e)(2)(ii)(F))

g. **Provide Accounting**. CCHCF agrees to make Protected Health Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "CCHCF" with BUSINESS ASSOCIATE where appropriate. (ref. 164.504(e)(2)(ii)(G))

h. **Access to Books and Records**. CCHCF hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Protected Health Information received from, or created or received by Provider available to the Secretary or the Secretary's designee for the purposes of determining compliance with the HHS Privacy Regulations. (ref. 164.504(e)(2)(ii)(H))

i. **Return or Destruction of Protected Health Information**. At termination of this Contract, CCHCF hereby agrees to return, delete from its indices, or destroy all Protected Health Information received from, or created or received by CCHCF from Provider. CCHCF agrees not to retain any copies of the Protected Health Information after termination of this Contract. If return or destruction of the Protected Health Information is not feasible, CCHCF agrees to extend the protections of this Contract for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure. If CCHCF elects to destroy or delete from its indices the Protected Health Information, it shall certify to Provider that the Protected Health Information has been destroyed. (ref. 164.504(e)(2)(ii)(I))

j. **Mitigation Procedures**. CCHCF agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from

the use or disclosure of Protected Health Information in a manner contrary to this Contract or the HHS Privacy Regulations. (ref. 164.530(f))

CCHCF agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the HHS Privacy Regulations. (164.530(e)(1))

8. **Obligations of Business Associate**

Provisions for Business Associate to Inform Provider of Privacy Practices and Restrictions:

a. Business Associate shall notify Provider of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associates use or disclosure of Protected Health Information.

b. Business Associate shall notify Provider of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associates use or disclosure of Protected Health Information.

c. Business Associate shall notify Provider of any restriction to the use or disclosure of Protected Health Information that Business Associate has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associates use or disclosure of Protected Health Information.

9. **Property Rights**. The Protected Health Information shall be and remain the property of Provider. CCHCF agrees that it acquires no title or rights to the Protected Health Information, including any de-identified Protected Health Information, as a result of this Contract.

10. **Termination of Contract**. Both parties agree that either party has the right to immediately terminate this Contract and seek relief under the Disputes Article if either party determines that either party has violated a material term of this Contract. (ref. 164.506(e)(2)(iii))

11. **Grounds for Breach**. Any non compliance by Business Associate with this contract or the HHS Privacy Regulations will automatically be considered grounds for Breach, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non compliance.

12. **Choice of Law**. This Contract shall be governed by the law of the State of Texas. The Parties also agree that for purposes of privacy rights, the HHS Privacy Regulation shall supercede all applicable state laws.

13. **Disputes**. Any controversy or claim arising out of or relating to the contract will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except for injunctive relief as described below in article or in court of competent jurisdiction.

14. **Injunctive Relief**. Notwithstanding any rights or remedies provided for in this Contract, Provider retains all rights to seek injunctive relief in a court of competent jurisdiction to prevent or stop the unauthorized use or disclosure of Protected Health Information by CCHCF or any agent, contractor or third party that received Protected Health Information from CCHCF.

MISCELLANEOUS:

15. **Binding Nature and Assignment**. This Contract shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

16. **Notices**. Whenever under this Contract one party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States Mail, postage prepaid, and addressed as follows:

CCHCF:

Candy Blair
Collin County Health Care Foundation
825 N. McDonald Street, Suite 110
McKinney, TX 75069

PROVIDER:

Collin County Project Access, Inc.
111 N. Tennessee Street, Suite 509-C
McKinney, TX 75069

Either Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

17. **Good Faith**. The Parties agree to exercise good faith in the performance of this Contract.

18. **Article Headings**. The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Contract.

19. **Force Majeure**. Business Associate shall be excused from performance under this Contract for any period Business Associate is prevented from performing any services pursuant hereto, in whole or in part, as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such nonperformance shall not be grounds for termination.

20. **Attorney's Fees**. Except as otherwise specified in this Contract, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Contract, the prevailing Party shall be entitled to collect reasonable attorney's fees related to the enforcement of this Contract.

21. **Entire Agreement**. This Contract constitutes the entire agreement between the Parties for the purposes of a Business Associate Contract in accordance with the Health Insurance Portability and Accountability Act. There are no understandings or agreements relating to this Contract which are not fully expressed in this Contract and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

22. **Security Addendum**. Pursuant to the requirements of the Security Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("Security Rule") found at 45 CFR Part 164. The Provider and CCHCF agree to assume the following obligations regarding electronic Protected Health Information (e-PHI):

    a. CCHCF and Provider agree to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits.

    b. CCHCF and Provider will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.

    c. CCHCF and Provider agree to alert the other party of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report of any loss of data or other information system compromise as a result of the incident.

d. CCHCF and Provider agree to termination of the BA Agreement if either party reasonably determines that either party has violated a material term of this Amendment.

IN WITNESS WHEREOF, Provider and CCHCF have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Colin County Project Access
("PROVIDER")
By: _____
Print Name: Octavio De La Pena, MD
Title: PACC President

Collin County Health Care Foundation("CCHCF and Business Associate")
By: _____
Print Name: Keith Self
Title: President of CCHCF