

AUG 01 2011

**SERVICES AGREEMENT BETWEEN
COLLIN COUNTY HEALTH CARE FOUNDATION
AND PRIMACARE MEDICAL CENTERS**

This Agreement, made October 1, 2011 by and between the Collin County Health Care Foundation, 825 N. McDonald Street, McKinney, Texas 75069 and PrimaMed Physicians Association d/b/a PrimaCare Medical Centers, (hereinafter PrimaCare and/or Provider) 11910 Greenville Avenue, Suite 500, Dallas, Texas 75243.

Whereas, Collin County Health Care Foundation, hereinafter referred to as "CCHCF", wishes to provide assistance to the most vulnerable, low income United State citizens and legal residents of Collin County, Texas, needing primary and preventive health care; and

Whereas, PrimaCare Medical Centers, hereinafter referred to as "Provider", provides low cost primary and preventive health care to persons residing in the Collin County area; and

Whereas, PrimaCare Medical Centers has agreed to be a provider of primary care services for CCHCF. A detailed list of services and locations are attached and incorporated herein for all purposes.

NOW THEREFORE, this agreement is made and entered into by the Collin County Health Care Foundation and PrimaCare.

1. **Term of Agreement.** This agreement shall be effective as of October 1, 2011 and ends on September 30, 2012.
2. **Scope of Work.** Provider shall perform the following during the term of this agreement:
 - a. CCHCF shall pay Provider to provide limited primary health care to U.S. citizens and legal residents of Collin County, Texas. This agreement will not pay for well visits, or for individuals who are enrolled in SCHIP, Medicaid, Medicare or who have private insurance.
 - b. Provider is required to use due diligence in determining patient eligibility as condition of payment from CCHCF. Patients eligible for payment under this Agreement are those individuals who meet Collin County's eligibility criteria:
 1. Maintain a current and permanent residence within Collin County, Texas; and
 2. Are U.S. Citizens and legal residents of the United States; and
 3. Complete and sign the Collin County Health Care Eligibility Form and HIPAA release; and

4. Who do not have any health insurance, including, but not limited to Medicare, Medicaid, SCHIP, or a private insurance; and
 5. Have an income that is at or below 100% of the Federal Poverty Level; and
 6. Patient must pay PrimaCare a \$20.00 Co-pay for each visit.
 - c. Provider will be paid on a fee-for-service basis of \$105.00 per patient visit.
 - d. Payment from CCHCF to Provider shall be contingent upon the completion of a signed Collin County Health Care Eligibility Form and HIPAA release sent to CCHCF as a bill. CCHCF reserves the right to reject any claim for payment for incomplete or unverifiable data submitted by Provider.
 - e. PrimaCare will submit claims to CCHCF once per week.
 - f. CCHCF will only pay for patient visits between October 1, 2011 and September 30, 2012, subject to a maximum payout of \$400,000.00.
 - g. A prearranged site visit may be conducted on behalf of the CCHCF by the Manager, Collin County Health Care Services, her designee or the Collin County Auditors Office. CCHCF reserves the right to audit records for financial accuracy and contractual compliance for any and all claims made for payment for services rendered under this contract.
 - h. Any revision to this scope of work, including the use of funds, must be mutually approved in writing prior to the implementation of the revision, by both the Manager of the Collin County Health Care Services and Provider.
3. **Payment of Services.** The maximum available to all service providers for Collin County 2012 Fiscal Year is \$400,000. The payment will be on an after-the fact, fee-for-services-basis. No more than \$105.00 will be paid for each patient visit. Once the \$400,000.00 is expended, CCHCF will not reimburse contracted vendors for any more visits or services provided during the 2012 fiscal year. CCHCF will timely pay PrimaCare Medical Center after review and approval of any claim submitted.
4. The Collin County Health Care Foundation reserves the right to adjust the payments based on incomplete or unverifiable data. Invoices shall be submitted to 825 N. McDonald, Suite 110, McKinney, Texas 75069.
5. **Indemnification.** To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement. Provider expressly agrees to indemnify and defend CCHCF for any medical malpractice

claim, or related claim, brought against Provider in which CCHCF is made a party.

6. **Provider Licensure and Insurance.** Provider warrants that it is in legal compliance with all State and Federal Medical licensure requirements. Provider is licensed to provide Medical care. Provider agrees to notify CCHCF of any suspension, revocation, or disciplinary action by any State or Federal Licensing body related to Provider's ability to provide health care. Provider has a current malpractice insurance policy which covers the services contemplated by this agreement.
7. **Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.
8. **Confidentiality of Protected Health Information.** Provider is required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other health information made confidential by law.

Provider agrees that CCHCF is authorized to request, collect and receive protected health information under this agreement. Provider agrees to have each client or legal guardian of the client treated under this agreement to sign the attached HIPAA release form as part of the Collin County Health Care Eligibility Form. This data may be used by CCHCF, but is not limited to, verify contractual compliance, statistical research, health research and awareness.

As further condition for transmitting the data and information subject to this agreement, Provider agrees to execute the attached Business Associate Agreement. Attached as part of this Agreement.

9. **Successors and Assigns.** This agreement shall be binding upon parties hereto, their successor, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.
10. **Severability.** The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provisions have never been included.
11. **Entire Agreement.** This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

12. **Immunity.** It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.
13. **Termination.** This agreement may be terminated by either party for any reason after thirty (30) days written notice. The written notice shall be sent to the addresses identified in the first paragraph of this Agreement. Provider shall be paid for all services provided up to the effective date of termination upon proper proof and submission of all required documentation.

PrimaCare Medical Center

Collin County Health Care Foundation

By: Jennifer Stephenson
Name: Jennifer Stephenson
Title: Executive Director
Date: 8-30-11

By: Keith Self
Name: Keith Self
Title: President
Date: 9/28/11