

SERVICES AGREEMENT BETWEEN COLLIN COUNTY HEALTH CARE FOUNDATION AND HOPE'S DOOR, INC.

This Agreement is made January 1, 2012 by and between the Collin County Health Care Foundation, 825 N. McDonald Street, McKinney, Texas 75069 and Hope's Door, Inc., (FIN 75-2038796) 860 F Avenue, Suite 100, Plano, Texas 75074.

Whereas, Collin County Health Care Foundation, hereinafter referred to as "CCHCF", wishes to provide assistance to the most vulnerable, low income United States citizens and resident aliens of Collin County, Texas who are at or below 100% of the Federal Poverty Level, needing primary health care; and

Whereas, Hope's Door, Inc., hereinafter referred to as "Provider", provides assistance for the provision of primary health care and prescription assistance for low income, uninsured citizens, who are at or below 100% of the Federal Poverty Level (FPL), in Collin County, Texas.

NOW THEREFORE, this agreement is made and entered into by the Collin County Health Care Foundation and Hope's Door, Inc.

1. **Term of Agreement.** This agreement shall be effective as of January 1, 2012 and ends on December 31, 2012.
2. **Scope of Work.** Provider shall perform the following during the term of this agreement:
 - a. Provider shall provide assistance for limited primary health care (limited to sick visits, x-rays, laboratory services and prescription assistance) to U.S. Citizens and Resident Aliens with more than 40 working quarters of U.S. residency, of Collin County, Texas, who are clients of Hope's Door, Inc. and whose family household income is at or below 100% of the current published Federal Poverty Level.
 - b. This agreement will not pay for well visits, school or sports physicals or vaccinations or for individuals who are enrolled in SCHIP or Medicaid, Medicare, the Collin County Indigent Health Care program, have private insurance or any other payor.
 - c. 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 are U.S. Citizens and Resident Aliens residing and domiciled in Collin County, Texas, and whose household incomes are at or below 100% of the current published Federal Poverty Level to pay for assistance for primary health care services and prescriptions paid for by Provider.
 - d. Provider will be paid on an actual cost basis for sick medical visits, x-rays, laboratory services and for prescriptions (generic when possible) during the service agreement period. Patients must be domiciled and reside in Collin

County, Texas and have household incomes of at or below 100% of the Federal Poverty Level.

- e. At time of service, the Provider will provide clients with referral information for enrollment in the SCHIP and Medicaid programs.
 - f. Payment from CCHCF to Provider shall be contingent upon the completion of the invoice in the format provided and attached as Exhibit "A". (See Exhibit "A"). All data fields contained in Exhibit "A" must be completed in electronic format and submitted to CCHCF before any payment will be paid to Provider. CCHCF reserves the right to reject any claim for payment for incomplete or unverifiable data submitted by Provider.
 - g. CCHCF will only pay for client costs incurred between January 1, 2012 and December 31, 2012.
 - h. A prearranged site visit may be conducted on behalf of 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 agreement.
 - i. 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 total amount of this agreement shall not exceed \$3,425. Provider shall submit all invoices in an electronic, Microsoft Excel format on a quarterly basis. The payment will be on an after-the-fact, actual cost basis.
- i. The first invoice shall be submitted no later than April 20, 2012 for the period January 1, 2012 - March 31, 2012.
 - ii. The second invoice shall be submitted no later than July 20, 2012 for the period April 1, 2012 – June 30, 2012.
 - iii. The third invoice shall be submitted no later than October 20, 2012 for the period July 1, 2012 – September 30, 2012.
 - iv. The final invoice shall be submitted not later than January 15, 2013 for the period October 1, 2012 – December 31, 2012.

The Collin County Health Care Foundation reserves the right to adjust the payments based on incomplete or unverifiable data. Invoices shall be submitted in a Microsoft Excel format by e-mail to Delia Mason at dmason@co.collin.tx.us or by disk to Delia Mason, Collin County Health Care Foundation, 825 N. McDonald St, Suite 130, McKinney, Texas, 75069.

4. **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.

5. **Provider Licensure and Insurance.** Provider warrants that it is in legal compliance with all state and federal licensure requirements. 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 the services contemplated by this agreement. Provider has a current insurance policy which covers the services contemplated by this agreement. Provider agrees to maintain licensure and insurance for the term of this agreement.
6. **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.
7. **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 to provide certain basic data and information to CCHCF. This data and information is the same data and information requested for Exhibit "A". 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, attached as Exhibit "B". This data may be used by CCHCF, but is not limited to, verify contractual compliance, statistical research, health research and awareness.

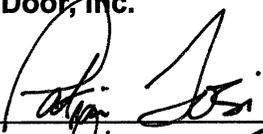
As further condition for transmitting the data and information subject to this agreement, Provider agrees to execute the attached Business Associate Agreement. Attached as Exhibit "C".

8. **Successors and Assigns.** This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.
9. **Severability.** The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is

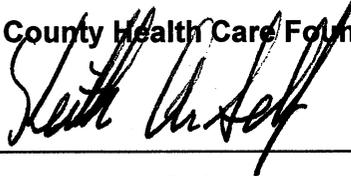
for any reason held by court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provisions have never been included.

10. **Entire Agreement.** This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
11. **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.
12. **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.

Hope's Door, Inc.

By: 
Name: Fabrice Tosi
Title: CEO
Date: 2/14/2012

Collin County Health Care Foundation

By: 
Name: Keith Self
Title: President
Date: 3/19/12