

**AFFILIATION AND SERVICES AGREEMENT BETWEEN COLLIN COUNTY HEALTH CARE  
FOUNDATION AND DR. BROCK L. PIERCE, d.b.a. MCKINNEY OB-GYN**

This Agreement, made March 26, 2018 by and between the Collin County Health Care Foundation, 825 N. McDonald Street, McKinney, Texas 75069 and Dr. Brock L. Pierce, d.b.a. McKinney OB-GYN, 5236 W. University Drive, Suite 3150, McKinney, Texas 75071, a private healthcare clinic.

**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 legal residents of Collin County, Texas, needing health care services; and

**Whereas**, McKinney OB-GYN, provides obstetrician and gynecological support to patients in need of specialized care; and

**Whereas**, Collin County is a Governmental Entity legally authorized to enter into and has entered into Affiliation Agreements for, among other purposes, providing indigent care in the community it serves; and

**Whereas**, Collin County has or has agreed to transfer Public Funds to the Health and Human Services Commission ("HHSC") via intergovernmental transfer ("IGT") for use as the non-federal share of supplemental waiver payments (the "Supplemental Payments") to the affiliated health care providers; and

**NOW THEREFORE**, this agreement is made and entered into by the CCHCF and McKinney OB-GYN.

1. **Term of Agreement.** This agreement shall be effective upon approval and acceptance by the Texas Department of Health and Human Services Commission's Texas Healthcare Transformation and Quality Improvement Program 1115 Demonstration Waiver Program and shall be renewed annually pending the acceptance of protocols by the 1115 Waiver program.
2. **Scope of Work.** Provider shall perform the following during the term of this agreement:
  - a. CCHCF shall transfer funds to HHSC in an annual amount not to exceed \$177,977.80 upon adequate completion of agreed to protocols established in collaboration with HHSC.
  - b. CCHCF shall make up to two governmental transfers per Demonstration Year, as outlined by HHSC.
  - c. It is the responsibility of HHSC, in collaboration with the Centers for Medicare and Medicaid Services to approve McKinney OB-GYN as a satisfactory provider and to distribute funds to the Provider, based on protocol achievement(s).

3. **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 a violation of 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 a violation of performance under 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.
4. **Provider Licensure and Insurance.** Provider warrants that it is in legal compliance with all State and Federal medical licensure requirements if providing medical services. If 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 the agreement.
5. **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.
6. **Confidentiality of Protected Health Information.** Provider is required to comply with State and Federal laws relating to the privacy and confidentiality of client and client records that contain protected health information, or other health information made confidential by law.
7. **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.
8. **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.

9. **Entire Agreement.** This agreement embodies the entire agreement between the parties and may only be modified in writing executive by both parties.

10. **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.

11. **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.

Dr. Brock L. Pierce  
McKinney OB-GYN

By: \_\_\_\_\_

Name: Brock L. Pierce

Title: physician (M.D.)

Date: 3/19/2018

Collin County Health Care Foundation

By: \_\_\_\_\_

Name: Keith Self

Title: Board President

Date: 4/16/18