

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PROJECT ACCESS-COLLIN COUNTY
AND
FAMILY HEALTH CENTER AT VIRGINIA PARKWAY**

This Memorandum of Understanding ("MOU") is entered into between Project Access-Collin County ("PACC"), a 501(c)3 non-profit organization with its office located at 8680 E. Main Street, Suite 3E, Frisco, Texas 75033 and the Family Health Center at Virginia Parkway. The Family Health Center at Virginia Parkway, a Federally Qualified Healthcare Center providing medical, dental and counseling services to children and adults having an office at 120 South Central Expressway, Suite 105 McKinney, Texas, 75070 for the purpose of providing medical and dental services to the uninsured and indigent residents in Collin County. PACC and the Family Health Center at Virginia Parkway may be referred to in this MOU individually as "Party" or collectively as "Parties."

I. PURPOSE.

The purpose of this MOU is to provide indigent and uninsured residents of Collin County with preventative and necessary medical and dental services. It also strengthens the relationships within the community, local clinics and organizations in Collin County.

II. GOALS.

The goal of this collaboration aims to:

- Provide medical and dental services for indigent and uninsured patients in Collin County.
- Pave the way for patients to focus on their own health.
- Reduce the number of visits to Hospital Emergency Departments for routine and/or preventative medical care.
- Strengthen community relationships.

III. PACC STATEMENT OF DUTIES.

Throughout the duration of this MOU, PACC will provide the Family Health Center at Virginia Parkway with the following:

- a) The initial training and orientation for the Family health Center at Virginia Parkway, its employees, agents, staff and volunteers;
- b) Coordinate activities related to PACC and the organizations staff;
- c) Screen patients for PACC program eligibility;
- d) Coordinate available and necessary specialty and ancillary referrals from organization;
- e) Provide patient navigation services to applicable patients to address unmet needs; and
- f) Provide PACC patients with no more than four (4) generic prescriptions per month, including approved medically necessary diabetic medications/supplies not to exceed

a 30-day supply/month or \$1,200 annually. *(Under no circumstances does PACC cover pain medications, psychiatric medications or over-the-counter medications.)*

IV. FAMILY HEALTH CENTER AT VIRGINIA PARKWAY STATEMENT OF DUTIES.

Throughout the duration of this MOU, the Family Health Center at Virginia Parkway will provide PACC with the following:

- a) Point of contact personnel for PACC staff for referrals;
- b) Accept ten (10) qualifying patients per month from PACC and serve as the patients' medical home.
- c) Accept ten (10) qualifying patients per month for dental services, including dental exams, routine cleanings, x-rays and necessary dental procedures including fillings, tooth extractions, crowns, relief of pain and infections;
- d) Coordinate medical care to accepted PACC patients.
- e) Refer appropriate PACC patients to the PACC office for available specialty care.
- f) Provide PACC with the appropriate specialty care referral forms for each patient and include available medical records and/or diagnostic reports and PACC authorization to use and disclose confidential health information form.

V. PATIENT ELIGIBILITY CRITERIA.

Family Health Center at Virginia Parkway agrees to adhere to the following standardized operating procedures for health services provided to PACC enrollees:

1. Define PACC eligibility *(PACC recognizes the clinic's eligibility guidelines and qualifications may differ)*:
 - a. Collin County resident
 - b. Income less than 200% federal poverty level
 - c. Unable to acquire private insurance and/or ineligible for governmental health insurance including VA, Medicare or Medicaid
 - d. Income Verification (one of the following necessary to verify household income)
 - i. Paycheck Remittance
 - ii. Tax Return
 - iii. Employment Verification
 - iv. Social Security, Worker's Compensation or Unemployment Determination letter
 - v. Proof of participation in governmental assistance program such as Food Stamps, CDIC or AFDC
 - vi. Attestation Letter
 - vii. Bank Statement
 - viii. Household Size *(used as exclusion/refer to Medicaid guidelines to determine "exclusion value")*.
 - ix. Assets Check
 1. Savings Account
 2. Stocks/Bonds
 3. Mutual Funds
 4. Retirement Accounts
 5. Trusts
 6. Medical Savings Accounts

VI. COMPENSATION.

Medical and dental services performed by the Family Health Center at Virginia Parkway, and its employees, agents, staff, volunteers or subcontractors to PACC patients shall be performed pro-bono. The Family Health Center at Virginia Parkway agrees that the patient, the Collin County Indigent Program, State, and/or PACC will not be billed for services or supplies provided to PACC patients. The Family Health Center at Virginia Parkway also agrees that no compensation is expected from the patient, the Collin County Indigent Program, State, and/or PACC in return for medical and/or dental services and supplies provided to PACC patients.

VII. MUTUAL RESPONSIBILITIES.

Family Health Center at Virginia Parkway and Project Access-Collin County agree to have open communication to resolve any concerns that may emerge between and among both organizations and the participants. Scheduled meetings with appropriate parties will take place on an agreed upon date, time and location.

VIII. CONFIDENTIALITY.

Family Health Center at Virginia Parkway and Project Access-Collin County agree to honor confidentiality policies of each party and maintain confidentiality, security and privacy of health information of program participants/patients in accordance with applicable state and federal health information privacy laws.

IX. COMPLIANCE DUTIES.

The Parties agree that the benefits to each Party under this Agreement do not require, are not payment for, and are not in any way contingent upon the referral or any other arrangement for the provision of any item or service offered by the other Party to any patients of such Party or any affiliate thereof. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-Kickback Statute and the Stark Law. Neither Party will conduct itself under the terms of this Agreement in a manner that would constitute a violation of the Anti-Kickback Statute, cause the referral or billing prohibitions of the Stark Law to be applicable to either party; or jeopardize the tax-exempt status of either party or any of its affiliates.

X. SECURITY AND CONFIDENTIALITY DUTIES.

The Family Health Center at Virginia Parkway agrees that the information it receives based on the person's consent for assistance for medical or dental services is highly confidential and sensitive. Some of the PACC information may also be highly confidential. The Family Health Center at Virginia Parkway and its employees, agents, staff, volunteers or subcontractors will treat all individual and PACC information it receives as confidential.

The Family Health Center at Virginia Parkway will receive, keep, retain, change, record, store, destroy, or otherwise hold, use, or give confidential information only in a secure manner. For this MOU, a secure manner means that the confidential information is made to be unusable, unreadable and indecipherable by unauthorized persons through either encryption or destruction of that information so that the confidential information cannot be read or otherwise reconstructed.

The Family Health Center at Virginia Parkway will immediately report to PACC any actual, potential, or attempted unauthorized access, use, disclosure, change, loss, or destruction of confidential information, which has the possibility for risking the confidentiality, integrity, or availability of the confidential information.

The Family Health Center at Virginia Parkway will make sure its officers, directors, employees, agents, staff, volunteers, or subcontractors are properly trained and educated and annually retrained on the importance of protecting confidential information and information security and promptly reporting any incident.

The Family Health Center at Virginia Parkway agrees that any and all unauthorized releases or uses of the individuals' confidential information or PACC confidential information may cause immediate and permanent harm to those individuals or PACC and may be a violation of state or federal laws. If the Family Health Center at Virginia Parkway, its officers, directors, employees, agents, staff, volunteers or subcontractors should use or release such confidential information to others without the person's or PACC's consent, PACC will immediately be allowed injunctive relief or any other remedies that PACC may have under law or equity without allowing for a time for the Family Health Center at Virginia Parkway to fix the problem.

It is a breach of this MOU for any person other than the individual to obtain confidential information without a signed consent form. It is also a breach of state and federal laws and regulations regarding confidential information and information security to obtain such information without signed consent forms.

XI. TERMINATION OF AGREEMENT.

Either party may terminate this Agreement at any time without cause, upon thirty (30) days written notice to the other party. Either Party shall have the right to terminate this Agreement immediately upon notice if the Party to whom such notice is given breaches any provision of this Agreement. The Party claiming the right to terminate shall set forth in such notice the facts underlying its claim that the other Party is in breach of this Agreement.

Notice of Breach and Termination for Cause. If a Party fails to meet a requirement of this MOU, the other Party will give notice of that failure to the Party not meeting the requirement. After 30 days of receiving the notice, and the failure is not fixed by the Party that failed to meet a requirement under the MOU to the other Party's satisfaction, then the other Party may end this MOU by giving notice of termination upon the Party that did not meet the requirements, and that notice will immediately end this MOU.

XII. TERM OF AGREEMENT.

The terms of this Agreement are effective as of <<Start Date>> for a term of <<Term Agreement>>.

XIII. CIVIL RIGHTS.

Neither Project Access-Collin County nor the Family Health Center at Virginia Parkway will discriminate against participants on the basis of race, sex, national origin, religion, age or disabilities.

XIV. NOTICES.

All written notices, requests, and communications, unless specifically required to be given in a specific way, may be sent to the address, fax, or email below by one of the following ways: 1) delivered in person, and getting signature showing that the delivery was made; 2) sent by a recognized overnight delivery service, such as Fed Ex or UPS, and getting a signature showing that the delivery was made; 3) sent by certified mail, and getting a signature showing that the delivery was made; 4) sent by fax, and a document showing the date and time the fax was sent; or 5) sent by email showing the date and time the email was sent. Either Party may at any time give notice in writing to the other Party of a change in address, telephone or fax number, or email address.

To Family Health Center at Virginia Parkway:

Family Health Center at Virginia Parkway
Allen Patterson
120 South Central Expressway, Suite 105
McKinney, Texas 75070
Office: 214-618-5600
Fax:
Email: APatterson@chcwf.com

To PACC:

Project Access-Collin County
Jennifer Bolton
8680 E. Main Street, Suite 3E
Frisco, Texas 75033
Office: 469-365-0772
Fax: 888-977-6892
Email: Jbolton@PACollin.org

XV. MISCELLANEOUS.

a. Amendment

This MOU may be amended or changed by the agreement of both Parties at any time during its duration. Amendments to this MOU must be in writing and signed by

the Parties. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on PACC unless PACC approves in writing.

b. Assignment

Neither Party shall assign any right, benefit, or duty under this MOU without getting the other Party's written agreement.

c. Counterparts; Electronic Transmission

The MOU may be signed by each Party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

d. Entire Agreement

This document represents the entire agreement between the Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

In WITNESS WHEREOF, this MOU has been signed by an authorized representative of each Party, to be effective as of the Effective Date.

Family Health Center at Virginia Parkway

Allen Patterson
Print Name

CEO
Title

[Signature]
Signature

8/30/2019
Date

Project Access-Collin County

Jennifer Bolton
Print Name

Executive Director
Title

[Signature]
Signature

8-29-19
Date

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