

SERVICES AGREEMENT BETWEEN COLLIN COUNTY HEALTH CARE FOUNDATION and CHILDREN AND COMMUNITY HEALTH CENTER OF MCKINNEY

This Agreement is made March 1, 2023 by and between the Collin County Health Care Foundation, 825 N. McDonald Street, McKinney, Texas 75069 and Children and Community Health Center of McKinney, 4510 Medical Center Drive, Suite 204, McKinney, Texas, 75069.

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.

Whereas, Children and Community Health Center of McKinney, hereinafter referred to as “Community Health Clinic” provides assistance to Collin County, Texas residents needing patient clinic visits and specialist visits, who are at or below 100% of the current published Federal Poverty Level.

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

1. **Term of Agreement.** This agreement shall be effective as of March 1, 2023 and ends on February 29, 2024.
 - a. Provider shall agree that their organization will not participate in, promote, make referrals or directly provide any type of abortion related services during the term of the contract year with Collin County Health Care Foundation.

2. **Scope of Work.** Provider shall perform the following during the term of this agreement:
 - a. Provider shall provide limited primary health care assistance to U.S. Citizens and Resident Aliens with more than 40 working quarters of U.S. residency, of Collin County, Texas. This agreement will not pay for well visits, school, sports or work physicals, or for individuals who are enrolled in SCHIP, Medicaid, Medicare, Collin County Indigent Health Care Program, or have private health 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 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 primary health care services and prescriptions provided by Provider.
 - c. Provider will be paid on a fee-for-service basis of \$85.00 per Patient Medical Visit and \$150.00 per Specialist Visit. Allowable services under this

agreement include sick medical visits, laboratory services, immunizations and prescription medications. Patients must be domiciled and reside in Collin County, Texas. Well patient visits will not be reimbursed. No application or administrative costs are allowed.

- d. 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.
 - e. CCHCF will only pay for services provided between March 1, 2023 and February 29, 2024.
 - f. 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.
 - g. 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 **\$50,000**. Provider shall submit all invoices in an electronic, Microsoft Excel format on a quarterly basis. Payment for services shall not exceed the actual cost incurred for allowable services. The payment will be on an after-the-fact, actual cost basis.
- a. The first invoice shall be submitted no later than June 9, 2023 for the period March 1, 2023 – May 31, 2023.
 - b. The second invoice shall be submitted no later than September 8, 2023 for the period June 1, 2023 – August 31, 2023.
 - c. The third invoice shall be submitted no later than December 8, 2023 for the period September 1, 2023 – November 30, 2023.
 - d. The final invoice shall be submitted no later than March 8, 2024 for the period December 1, 2023 – February 29, 2024.

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 Alison Thrasher at athrasher@co.collin.tx.us.

4. **Indemnification.** To the fullest 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", or similar HIPAA release form assigned by the organization. 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 term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
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.
13. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Community Health Clinic

By: Steve Wurm
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Name: Steve Wurm

Title: Executive Director

Date: 2/9/2023

Collin County Health Care Foundation

By: _____

Name: Chris Hill

Title: President

Date: _____