Community Care Collaborative (CCC) Board of Directors

Public Meeting

Monday, June 10, 2013
5:30 p.m.

Central Health Administrative Offices
1111 E. Cesar Chavez St.
Austin, Texas 78702

AGENDA*

I. Call to Order and Record of Attendance

II. General Business

A. Elect CCC Board Officers and Appoint Corporation Officers.

B. Discuss and take appropriate action on the CCC Conflict of Interest Policy.

C. Consent Agenda

All matters listed under the Consent Agenda will be considered by the Board of Directors to be routine and will be enacted by one motion. There will be no separate discussion of these items unless members of the Board request specific items to be moved from the Consent Agenda to the Regular Agenda for discussion prior to the time the Board of Directors votes on the motion to adopt the Consent Agenda.

1. Approve the CCC Restated Certificate of Formation and filing with the Secretary of State.

2. Approve the Bylaws of the CCC.

D. Regular Agenda

1. Discuss and take appropriate action on the Fiscal Year 2013 CCC Start-Up Budget.

2. Discuss the CCC (Medical Access Program) Benefit Plan.

3. Contracts

Consider and take appropriate action on the following agreements:

a. Omnibus Healthcare Services Agreement by and among Central Health, the Community Care Collaborative, and Seton Family of Hospitals
b. Agreement for Primary Care Services by and between Community Care Collaborative and Central Texas Community Health Centers D/B/A CommUnityCare and associated Delegated Credentialing Agreement

c. Agreement for Internal Medicine Services among Community Care Collaborative, Seton/UT Southwestern University Physicians Group, and Seton Family of Hospitals D/B/A University Medical Center at Brackenridge

d. Agreement for Insure-A-Kid Support Services by and between the Community Care Collaborative and Seton Healthcare Family

e. Agreement for Family Medicine Services by and between the Community Care Collaborative and Seton/UT Southwestern University Physicians Group

f. Agreement for Specialty Care Services between the Community Care Collaborative and Seton Family of Hospitals

g. Collaboration Agreement for Mammography Equipment by and between the Community Care Collaborative and Seton Healthcare Family

h. Agreement between the Community Care Collaborative and Cope Health Solutions

III. New Business

IV. Public Comments

V. Closed Session

VI. Closing

*The Board of Directors may take items in an order that differs from the posted order.

The Board of Directors may consider any matter posted on the agenda in a closed session if there are issues that require consideration in a closed session and the Board announces that the item will be considered during a closed session.

Consecutive interpretation services from Spanish to English are available during Citizens Communication or when public comment is invited. Please notify the front desk on arrival if services are needed.

Los servicios de interpretación consecutiva del español al inglés están disponibles para la comunicación de los ciudadanos o cuando se invita al público a hacer comentarios. Si necesita estos servicios, al llegar sírvase notificarle al personal de la recepción.
Community Care Collaborative (CCC)

Board of Directors Meeting

June 10, 2013

AGENDA Item II-B

Discuss and take appropriate action on the CCC Conflict of Interest Policy.
CONFLICT OF INTEREST POLICY

Existence of Conflicts of Interest

A potential conflict of interest exists at any time that the personal, professional, financial, or fiduciary interests of a Board member may be in conflict with, or at least create the appearance of being in conflict with, the fiduciary obligations of the Board member to the Corporation.

Central Health and Seton Interests

The Board is composed entirely of individuals (“Seton Appointees”) appointed by Seton Healthcare Family (“Seton”) and individuals (“Central Health Appointees”) appointed by the Travis County Healthcare District d/b/a Central Health (“Central Health Appointees”). In carrying out their Board duties and participating in Board decisions, both the Seton Appointees and the Central Health Appointees shall act in the best interest of the Corporation but the Seton Appointees may take into account Seton’s (and Seton affiliates) interests and the Central Health Appointees may take into account Central Health’s (and Central Health affiliates) interests, and such action shall not be considered a violation of such Board member’s duty of good faith, duty of loyalty, duty of due care, or any other fiduciary or legal duty to the Corporation. No Board member shall have any duty to prefer or favor the interest of the Corporation over the interest of the organization that appointed him or her to the Board, even if there exists a conflict between those respective interests.

Disclosure of Conflicts

A Board member shall disclose his or her potential conflict of interest whenever that Board member becomes aware of such conflict of interest. Disclosure of an actual or apparent conflict of interest shall be made in writing from the Board member to the Board or orally by the Board member at the outset of any meeting in which the conflict of interest may arise. Any such disclosure (i) shall contain a complete description of all material facts and circumstances that the Board member reasonably and in good faith believes are relevant to deliberations with respect to such actual or apparent conflict of interest and (ii) shall be recorded in the minutes of such meeting. In addition, each Board member is required to annually sign and submit to the Corporation a conflict disclosure statement.

The staff of the Corporation shall evaluate such disclosure statements and bring any potential conflicts to the attention of the Board. The staff of the Corporation shall also evaluate for conflicts of interest all issues to be brought before and considered by the Board prior to the Board considering such issues. If an issue presents a potential conflict of interest, the staff shall notify the Board prior to the Board considering the issue.

A Board member shall evaluate for conflicts of interest all issues to be brought before and considered by the Board prior to the Board considering such issues. If an issue presents a potential conflict of interest, the Board member shall notify the Board prior to the Board considering the issue. In addition, each Board member shall notify the Chair of the Board of a
potential conflict of interest of another Board member whenever appropriate in order to avoid inadvertent improprieties.

Addressing the Conflict of Interest

Upon disclosure of the existence of a potential conflict of interest by a Board member or the staff of the Corporation, and before beginning Board deliberation on the matter or transaction to which the conflict of interest relates, such Board member may remove himself or herself from participation in the applicable decision or discussion, or, in the alternative, the Board may require that the Board member present to the Board the material facts and circumstances relating to the conflict of interest, including whether such Board member believes that his or her continued participation in the deliberation or action on the matter is in the best interest of the Corporation. Such Board member may leave the Board meeting while the remaining Board members deliberate and determine whether a conflict of interest exists and whether such Board member should be permitted to participate in the deliberation or decision. A Board member shall not participate in any discussion or decision of the Board under any circumstances unless such Board member individually and the Board as a whole reasonably and in good faith believe that such participation is in the best interests of the Corporation; such determinations shall be reflected in the minutes of each Board meeting. Whether or not it is determined that a Board member has a conflict of interest and should not participate in an action of the Board, such Board member may count toward a quorum.

Decision

If the Board determines that a conflict of interest exists and that a Board member should not participate in a matter as a result of such conflict of interest or if a Board member removes himself or herself from participation in a matter because of a conflict of interest, the Board shall refer the matter for resolution and decision to the chief executive officers ("CEOs") of Central Health and Seton. If the CEOs cannot resolve the matter and make a mutually agreeable decision, the matter shall be subject to the dispute resolution process set forth in their Master Agreement.

Dispute Regarding Conflict of Interest

In the event that a Board member disagrees with the determination of the staff of the Corporation regarding the existence of a conflict of interest relating to that Board member, then the issue shall be referred to the disinterested Board members. The disinterested Board members will determine, upon the advice of legal counsel, whether a conflict of interest exists. No disinterested Board members will be required to remove themselves from participation when determining whether a conflict of interest exists.

In the event that an interested Board member disagrees with the determination of the disinterested Board members regarding the existence of, or the course of conduct to resolve, the conflict of interest, then the Board members shall refer such issue to the CEOs of Central Health and Seton. The two CEOs shall then attempt to resolve whether or not a conflict of interest exists. If the two CEOs determine that a conflict of interest does not exist, the Board, including participation by the interested Board member, shall then make a decision. If the two CEOs either
determine that a conflict of interest does exist or cannot agree on whether or not a conflict of interest exists, they shall then resolve the matter and make the decision at issue.
RESTATED
CERTIFICATE OF FORMATION
OF
COMMUNITY CARE COLLABORATIVE

The Board of Directors of Community Care Collaborative ("Board of Directors), acting under and in accordance with the Business Organizations Code of the State of Texas (the "TBOC"), hereby adopts the following Restated Certificate of Formation.

ARTICLE I
NAME

The name of the corporation (the "Corporation") is Community Care Collaborative.

ARTICLE II
NONPROFIT STATUS

The Corporation is a nonprofit corporation.

ARTICLE III
DURATION

The period of the Corporation's duration is perpetual.

ARTICLE IV
PURPOSES

The Corporation is formed and organized and shall be operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent United States tax laws (hereinafter referred to as the "Code"). Further, the Corporation is a public charity classified as such under Sections 509(a)(1) and 170(b)(1)(A)(iii) of the Code.

ARTICLE V
POWERS

In furtherance of the foregoing purposes, the Corporation shall have and may exercise all the powers specified in the TBOC.

ARTICLE VI
RESTRICTIONS ON THE APPLICATION AND USE OF NET EARNINGS AND NET INCOME OF THE CORPORATION

No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or any private individual; provided, however, that reasonable compensation may be paid for services rendered to or for the Corporation and expenses may be reimbursed or paid in furtherance of one or more of its purposes, reasonable interest may be paid
on any outstanding liability owed by the Corporation to any director or officer of the Corporation or any private individual, and the Corporation may indemnify its directors, officers, and employees with respect to actions taken in their capacities as such to the extent permitted under the TBOC, this Certificate of Formation, the Bylaws of the Corporation, and the Code. Subject to Article 4 hereof, the net income of the Corporation shall be applied in accordance with the Bylaws of the Corporation and/or certain operating principles to be adopted from time to time by the Directors.

ARTICLE VII
POLITICAL ACTIVITIES

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Code Section 501(h), and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE VIII
MEMBERSHIP

The Corporation shall have members with such membership rights in the Corporation as provided for in the Bylaws of the Corporation, subject to amendments thereof from time to time.

ARTICLE IX
CHARITABLE STATUS

Notwithstanding any other provision of this Certificate of Formation, the Corporation shall not carry on, conduct, engage, participate, or intervene in (a) any activity or transaction not permitted to be conducted or carried on by an organization exempt from taxation under Code Sections 501(c)(3) and 509(a)(1) and the regulations thereunder or by any organization, contributions to which are deductible under Code Sections 170(a)(1) and 170(c)(2) and the regulations thereunder, or (b) any activity or transaction which would result in the loss by the Corporation of its status as an exempt organization under the provisions of Code Sections 501(c)(3) and 501(a). The use, directly or indirectly, of any part of the Corporation's assets in any such activity or transaction is hereby expressly prohibited.

ARTICLE X
DISSOLUTION

Upon the dissolution of the Corporation, the disposition of all the assets of the Corporation shall be in a manner as provided by the Board of Directors in accordance with the following:

(i) The paying of or the making of provision of the payment of all of the liabilities, direct or indirect, contingent or otherwise, including without limitation, all liabilities evidenced in all outstanding loan agreements, credit agreements, master indentures and other similar documents.
(ii) Subject to compliance with any agreements between Travis County Health Care District d/b/a Central Health ("Central Health") and Seton Healthcare Family ("Seton"), all assets remaining after the payment of all of the liabilities of the Corporation shall be distributed to Seton or such other exempt organization(s) under Section 501(c)(3) of the Code as shall be determined by the governing board of Seton and to Central Health or such other public entity determined by the governing board of Central Health.

(iii) Any other assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction in Travis County, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes,

No director or officer of the Corporation and no private individual shall be entitled to share in the distribution of any assets of the Corporation (other than the payment of any outstanding liability owed to such person by the Corporation) in the event of its dissolution.

ARTICLE XI
BOARD OF DIRECTORS

The Board of Directors (i) shall be the governing body of the Corporation and (ii) shall direct and govern the affairs of the Corporation and the disposition of its property. The number of directors, the manner of their appointment or election, and the duration of their term shall be set forth in the Bylaws of the Corporation and may be changed from time to time by amendment to, or in the manner provided in, the Bylaws, but in no event shall there be less than three directors. The number of directors constituting the initial Board of Directors is five.

The names and addresses of the persons constituting the Board of Directors are as follows:

________________________

________________________

________________________

[Need list of directors]

ARTICLE XII
LIMITATION ON LIABILITY OF DIRECTORS

A director of the Corporation is not personally liable to the Corporation for monetary damages for acts or omissions arising by the director, in the director's capacity as a director; provided, however, that this provision shall not apply to the following:
(1) a breach of a director’s duty of loyalty to the Corporation;
(2) an act or omission not in good faith that constitutes a breach of duty of the
director to the Corporation, or involves intentional misconduct or a
knowing violation of the law;
(3) a transaction from which a director received an improper benefit, whether
or not the benefit resulted from an action taken within the scope of the
director’s duties; or
(4) an act or omission for which the liability of a director is expressly
provided for by statute.

If the TBOC or any other statute of the State of Texas is amended to authorize the further
elimination or limitation of the liability of directors of the Corporation, then the liability of a
director of the Corporation shall be limited to the fullest extent permitted by the statutes of the
State of Texas, as so amended, and such elimination or limitation of liability shall be in addition
to, and not in lieu of, the limitation on the liability of a director of the Corporation provided by
the foregoing provisions of this Article 12. Any repeal of or amendment to this Article 12 shall
be prospective only and shall not adversely affect any limitation on the liability of a director of
the Corporation existing at the time of such repeal or amendment.

ARTICLE XIII
REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is [211 E. 7th Street, Suite
620, Austin, TX 78701-3218,] and the name of its registered agent at such address is
[Corporation Service Company d/b/a CSC Lawyers Incorporating Service Company.]

ARTICLE XIV
INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a
named defendant or respondent in litigation or other proceedings because the person is or was a
director or other person related to the Corporation as provided by the provisions of the TBOC
governing indemnification. As provided in the Bylaws of the Corporation, the Board of Directors
shall have the power to define the requirements and limitations for the Corporation to provide
indemnification.

IN WITNESS WHEREOF, the undersigned has executed on behalf of the Board of
Directors this Restated Certificate of Formation as of the ___ day of ___, 2013.

_________________________________________________________________
David W. Hilgers, Organizer
Community Care Collaborative (CCC)

Board of Directors Meeting

June 10, 2013

AGENDA Item II-C-2

Approve the Bylaws of the CCC.
BYLAWS

OF

COMMUNITY CARE COLLABORATIVE
BYLAWS
OF
COMMUNITY CARE COLLABORATIVE

ARTICLE 1
NAME AND PURPOSE

1.1 Name. The name of the corporation is Community Care Collaborative (the "Corporation").

1.2 Principal Office. The principal office of the Corporation shall be located at 1111 East Cesar Chavez Street, Austin, Texas 78702, or at such other place(s) within the City of Austin, Texas, as the board of directors (the "Board of Directors") of the Corporation may determine to be in the best interest of the Corporation.

1.3 Purpose. The Corporation is formed and organized exclusively for any and all purposes permitted by the Texas Business Organizations Code ("TBOC"), and is organized exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions hereafter in effect (the "Code"). Further, the Corporation is a public charity classified as such under Sections 509(a)(1) and (170(b)(1)(A)(III) of the Code.

No part of the Corporation's net earnings shall inure to the benefit of, or be distributable to, any director, officer or other private person, provided, that the Corporation shall be authorized and empowered to pay reasonable compensation and to reimburse for reasonable expenses for services rendered and to make payments and distributions in furtherance of such purposes. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on: (a) by a Corporation exempt from Federal income tax under Section 501(c)(3) of the Code; or (b) by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Code. The Corporation shall not engage in
activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Code and related regulations, rulings, and procedures, except to an insubstantial degree. The Corporation shall not carry on an unrelated trade or business except as a secondary purpose related to the Corporation’s primary, exempt purposes.

1.4 Agreement. Travis County Healthcare District d/b/a Central Health (“Central Health”), Seton Healthcare Family (“Seton”), and the Corporation are parties to a Master Agreement effective June 1, 2013 (“Master Agreement”) and Central Health, Seton Family of Hospitals, and the Corporation are parties to an Omnibus Healthcare Services Agreement effective June 1, 2013 (“Services Agreement”). The provisions of these Bylaws are subject to the terms of the Master Agreement and to the Services Agreement. If there is any inconsistency between these Bylaws and the Master Agreement or Services Agreement, the Master Agreement and/or Services Agreement (in that order) will prevail and the Bylaws will be deemed automatically amended to be consistent with the Master Agreement or Services Agreement, as applicable.

ARTICLE 2
MEMBERS

2.1 Classes of Members. The Corporation shall have members (“Members”). The Members of the Corporation shall be divided into membership classes. Initially, the Corporation shall have only Class A Members. By mutual agreement of the Class A Members, the Corporation may (a) increase the number of Class A Members and (b) create one or more additional classes of Members. Any additional Members shall (i) be wholly committed to the mission, purposes, and objectives of the Corporation, including a substantial focus on developing projects that will transform the present delivery system and eliminate the present fragmented, non-collaborative structure, (ii) demonstrate a willingness and commitment to provide substantial charity care services and to provide services to the safety net population of Travis County without regard to payment, and (iii) accept and agree to an appropriate financial commitment and acceptance of financial risk to support the Corporation commensurate with its membership interest as determined by the Class A Members.

2.2 Class A Members. The Class A Members of the Corporation are Central Health and Seton.
2.3  **Class A Membership Interests.** Central Health will maintain a fifty-one percent Class A membership interest in the Corporation, and Seton will maintain a forty-nine percent Class A membership interest in the Corporation.

2.4  **Powers and Duties.** The Members of the Corporation shall exercise such rights and perform such duties as required or permitted by law, the Certificate of Formation of the Corporation (the “Certificate of Formation”), and these Bylaws.

2.5  **Annual Meeting.** The Members may in their discretion hold an annual meeting at such date and time as may be designated from time to time by the Members to transact any business as may lawfully come before the meeting.

2.6  **Special Meetings.** The Members may call in their discretion special meetings.

2.7  **Action Reserved to the Class A Members.** The following matters are reserved solely to the Class A Members and, following consultation with the Board of Directors, shall require the affirmative action of all of the Class A Members to be effective:

2.7.1 Amendment or restatement of the Corporation's Certificate of Formation or Bylaws;

2.7.2 Change in the tax-exempt status or purpose of the Corporation;

2.7.3 Admission of any new Member to the Corporation or any transfer by any Member of its membership interest in the Corporation;

2.7.4 Capital contribution to the Corporation (except as permitted or required by the Master Agreement) or assumption or guarantee of debt of the Corporation by either Member;

2.7.5 Payment of monies or conveyance of assets by the Corporation to any Member or an Affiliate (as defined in Section 9.6) of a Member (except as permitted or required by the Master Agreement and law);

2.7.6 Any agreement (or amendment of an existing agreement) between the Corporation and a Member or an Affiliate of a Member;
2.7.7 Merger, acquisition, consolidation, or reorganization of the Corporation or, except for mandatory dissolution pursuant to Section 8.1.2 of the Master Agreement, dissolution of the Corporation;

2.7.8 Creation of committees in addition to those specifically provided for in the Bylaws and appointment and removal of all committee chairs and, with the exception of the Community Services Committee, all committee members;

2.7.9 Approval of the annual operating and capital budgets and any material deviation from the annual operating or capital budgets;

2.7.10 Incurrence of debt over $25,000, excluding trade payables;

2.7.11 Conveyance of any asset over $25,000;

2.7.12 Approval of fiscal policies that will provide for approval of variations in the annual budget and capital budget;

2.7.13 Adoption of the business and strategic plan of the Corporation;

2.7.14 Determination of the covered population to be served by the Corporation as set forth in the Services Agreement;

2.7.15 Filing of any voluntary petition in bankruptcy or for the appointment of a receiver;

2.7.16 Approval of any contract over $100,000 in value or that includes a term of greater than one year;

2.7.17 Approval of future Delivery System Reform Incentive Payments projects for or to be funded, managed, or implemented by the Corporation;

2.7.18 Filing of any voluntary petition in bankruptcy or for the appointment of a receiver;

2.7.19 Election and removal of officers and designation of titles for such officers; and

2.7.20 Approval of the coordination and funding of the federal qualified health centers as set forth in the Master Agreement.
2.8 **Action of the Class A Members.** Any action reserved to the Class A Members requires their unanimous approval, and such action may be taken at a meeting of the Members or, in the alternative, by unanimous written consent of the Class A Members setting forth the action to be taken.

2.9 **Non-Liability of Member.** No Member shall be individually liable for the debts, liabilities, or obligations of the Corporation.

**ARTICLE 3**

**BOARD OF DIRECTORS**

3.1 **Number and General Powers.** Except as provided by applicable law, the Certificate of Formation, or in these Bylaws, and subject to the reserved powers set forth in Section 2.7 of these Bylaws, the direction and governance of the affairs of the Corporation and the control and disposition of its properties and funds shall be vested in its Board of Directors ("Board"), which shall initially consist of five persons. The Board may from time to time also be referred to as the "Operating Board" or "Operations Board." By mutual agreement, the Class A Members may increase the size of the Board. The Board may make appropriate delegations of authority to the officers of the Corporation as permitted by the Bylaws, and may authorize one or more additional committees to act on it behalf under a specific written delegation of authority.

3.2 **Composition.** The Class A Members will appoint all individuals to the Board (each of these individuals is referred to as "Director" and collectively referred to as "Directors"), as follows: Central Health will in its sole and exclusive discretion appoint three individuals to the Board ("Central Health Appointees"), and Seton will in its sole and exclusive discretion appoint two individuals to the Board ("Seton Appointees"). By unanimous agreement, the Class A Members may (i) provide for additional Board members or (ii) provide for non-voting advisory Board members.

3.3 **Terms, Vacancies, and Appointment.** All Central Health Appointees will serve terms as determined by Central Health, and all Seton Appointees will serve terms as determined by Seton. A vacancy will be declared in any seat on the Board upon the death or resignation of a Director or upon removal by the Member that appointed such Director. Any vacancy occurring in the Board shall be filled in accordance with the following procedure: (i) if the
vacancy has occurred among the Central Health Appointees, Central Health will select and appoint an individual to become the replacement Director; and (ii) if the vacancy has occurred among the Seton Appointees, Seton will select and appoint an individual to become the replacement Director.

3.4 Resignation of Directors. Each Director shall have the right to resign at any time upon written notice thereof to the Member that appointed him or her and to the president or secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

3.5 Removal of Directors. Central Health may remove a Central Health Appointee from the Board, and Seton may remove a Seton Appointee from the Board at any time, each with or without cause, in the sole and exclusive discretion of Central Health and Seton, respectively.

3.6 Annual Meeting. The annual meeting of the Board for the election of officers consistent with the Bylaws and the transaction of such other business as may lawfully come before the meeting shall be held at such time and on such day as established from time-to-time by the Board. The chair of the Board or the secretary of the Corporation shall give a minimum of ten days notice of such meeting to each Director, either personally or by mail, telecopy, or electronic communication.

3.7 Regular and Special Meetings. Regular meetings of the Board shall be held no less than quarterly, and additional special meetings shall be held whenever called by any Member or the chair of the Board of the Corporation or upon written request of any two Directors. The chair of the Board or the secretary shall give at least three days notice of any such regular meeting and twenty-four hours notice of any such special meeting, either personally or by mail, telecopy, electronic communication.

3.8 Public Meetings. Members of the public may attend public meetings of the Board. Public meetings shall be conducted at least every other month and notice shall be posted on the Corporation website.
3.9 **Quorum for Meetings.** A majority of the Directors (including at least two Central Health Appointees and one Seton Appointee) shall constitute a quorum for the transaction of business at all meetings convened according to these Bylaws.

3.10 **Voting.** The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except as set forth below or as may be otherwise specifically provided by law or these Bylaws.

3.10.1 **Material Decisions.** The actions and decisions of the Corporation set forth below must be approved by both a majority of the Central Health Appointees and both of the Seton Appointees in order to become effective:

1. Composition and selection of the Corporation provider network and the form of the provider contracts;

2. Benefit plan and care management approach to services to be offered by the Corporation to the covered population (including without limitation the population covered by the Medical Access Program);

3. Approval of any application or request for any grants or awards, service agreements, or provider contracts;

4. Employment of any individual (including approval of any employment contract) or entering into any personal service contract not specifically contemplated in the annual budget; and

5. Approval of any contributions to the Class A Members as set forth in Section 3.14 of these Bylaws.

3.10.2 **Reciprocal Unilateral Voting Rights.** The Central Health Appointees shall retain the unilateral right in their sole discretion to determine Seton compliance with, and the unilateral right on behalf of the Corporation as a third party beneficiary to enter into, modify, or enforce, any agreement between the Corporation and Seton. The Seton Appointees shall retain the unilateral right in their sole discretion to determine Central Health compliance with, and the unilateral right on behalf of the Corporation as a third party beneficiary to enter into, modify, or enforce, any agreement between the Corporation and Central Health.
3.11 Proxies. A Director may vote at a meeting of the Board by proxy executed in writing by the Director and delivered to the secretary of the Corporation at or prior to such meeting; however, a Director present by proxy at any meeting of the Board may not be counted to determine whether a quorum is present at such meeting. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

3.12 Action by Written Consent. Any action required to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Directors as would be necessary to take that action at a meeting at which all of the Directors were present and voted, provided such consent is in the form provided for and such action is taken in accordance with the Certificate of Formation and these Bylaws.

3.13 Conference Telephone or other Remote Communications Technology. Directors may participate in a meeting through use of (a) a conference telephone or similar communications equipment so long as all participants in such a meeting can hear one another; or (b) another suitable electronic communications system, including video conferencing technology or the Internet, only if (i) each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and (ii) the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

3.14 Contributions.

(a) Subject to applicable provisions of the TBOC, Section 3.10.1(5) of these Bylaws, the Master Agreement, and applicable contractual restrictions on the Corporation, the Board, upon a reasonable and good faith determination that the Corporation has adequate cash reserves to fund capital and operating needs and contingencies of the Corporation, may approve contributions to each of the Class A Members, provided that such Class A Member is at the time of such contribution either an organization described in section 501(c)(3) of the Code or a public institution.
(b) Subject to applicable provisions of the TBOC, Section 3.9.1(5) of these Bylaws, the Master Agreement, and applicable contractual restrictions on the Corporation, from time-to-time, upon the approval of the Board, upon a reasonable and good faith determination that the Corporation has adequate cash reserves to fund capital and operating needs and contingencies of the Corporation, the Board may declare and cause property of the Corporation other than cash to be contributed to the Members, which contributions may be made subject to existing liabilities and obligations, provided that each such Member is at the time of such contribution either an organization described in Section 501(c)(3) of the Code or a public institution.

ARTICLE 4
NOTICES

4.1 Form of Notice. Whenever under the provisions of these Bylaws, notice is required to be given to any Member, Director, or committee member, and no provision is made as to how such notice shall be given, such notice may be given personally, including, but not limited to, telephone, facsimile, or electronic communication, or such notice may be given in writing, by mail, postage prepaid, addressed to the Member or to such Director or committee member, as the case may be, at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given three days following the postmark of the letter.

4.2 Waiver. Whenever any notice is required to be given to any Member, Director or committee member under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director or committee member at any meeting shall constitute a waiver of notice of such meeting, except where a Director or committee member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
ARTICLE 5
GENERAL OFFICERS

5.1 Number, Election and Tenure, Resignation, and Removal.

(a) **Number.** The officers of the Board shall be a Chair and, in the discretion of the Board, one or more Vice Chairs as may be determined by the Board from time to time. The officers of the Corporation shall be a President and a Secretary and such other officers as may be determined by the Board of Directors from time to time.

(b) **Election and Tenure.** At each annual meeting of the Board, the Board shall elect in accordance with Section 2.7.19 of the Bylaws a Chair and one or more Vice Chairs (if any), President, Secretary, and all other officers of the Corporation (if any) to succeed any of such officers whose terms of office have expired or are about to expire. Each officer so elected or appointed shall take office on the next October 1 following the date of his or her election or appointment as an officer of the Board or Corporation unless otherwise designated by the Board or President, as applicable, and shall hold such office for one calendar year thereafter, and until his or her successor shall have been duly elected or appointed and qualified, or the date such officer dies, resigns or is removed. Any officer whose term of office shall have expired may be elected to succeed himself or herself, provided that the Chair may not succeed himself or herself for more than three consecutive terms. Any two or more offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person. The Chair shall be a Central Health Appointee.

(c) **Resignation.** Any officer may resign at any time by giving written notice thereof to the Chair or President of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.
(d) **Removal.** Any officer elected by the Board may be removed at any time by the Class A Members with or without cause, pursuant to Section 2.7.19. Any removal of an officer shall not prejudice the contract rights, if any, of such officer.

5.2 **Attendance at Meetings.** The Chair, or in his or her absence the Vice Chair, if any or if no Vice-Chair, such other Director named by the Board, shall call meetings of the Board to order, and shall act as chair of such meetings, and the Secretary of the Corporation shall act as Secretary of all such meetings, but in the absence of the Secretary, the chair of the meeting may appoint any person present to act as secretary of the meeting.

5.3 **Duties.** The principal duties of the several officers are as follows:

(a) **Chair.** The Chair, if present, shall preside at all meetings of the Board, shall be the principal officer of the Board and shall perform such other duties as may be assigned to him or her by the Board.

(b) **Vice Chair.** If there is to be one or more Vice Chairs, during the time of any vacancy in the office of Chair or in the event of the Chair’s absence or disability for any cause whatever, the Vice Chair, in order of seniority as an officer, shall have the duties and powers of the Chair. The Vice Chair shall perform such additional duties as may be prescribed from time to time by the Board.

(c) **President.** The President shall be the chief executive officer of the Corporation and shall have general charge and supervision of the business, property, and affairs of the Corporation. The President shall see that all orders and resolutions of the Board are carried into effect, shall sign and execute all legal documents and instruments in the name of the Corporation when authorized to do so by the Board, and shall perform such other duties as may be assigned to him or her from time-to-time by the Board. The President may maintain such other title(s) as the Class A Members may determine in accordance with Section 2.7.19 of the Bylaws.
(d) Secretary. The Secretary shall (i) have charge of the records and correspondence of the Corporation under the direction of the president, (ii) take and keep true minutes of all meetings of the Board of which, ex officio, he or she shall be the secretary, and (iii) shall perform such other duties as may be assigned to him or her from time-to-time by the Board. The Board may delegate all or part of these duties to the Corporation’s management.

5.4 Vacancies. Whenever a vacancy shall occur in the office of Chair, Vice Chair (if any), President, Secretary, or any other corporate officer, such vacancy shall exclusively be filled by the Board by the election of a new officer who shall take office on the effective date of his or her election and shall hold such office until the next October 1 following the date of his or her election, and until his or her successor shall have been duly elected and qualified, or the date such officer dies, resigns or is removed.

ARTICLE 6
APPOINTEE OFFICERS AND AGENTS

6.1 Appointive Officers and Agents. The Class A Members may in accordance with Section 2.7.19 of the Bylaws appoint such officers and agents in addition to those provided for in Article 5 of these Bylaws, as they may deem necessary. Such persons shall be appointed for such terms not exceeding three (3) years and shall have such authority and perform such duties as shall from time to time be prescribed by the Board. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board, and may be removed from office or discharged at any time with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents.

ARTICLE 7
STANDING AND SPECIAL COMMITTEES

7.1 Standing Committees. Subject to approval of all of the Class A Members, the Board may designate one or more standing committees as are necessary and which are not in conflict with other provisions of these Bylaws, and the authority and duties of any such standing committees shall be prescribed by the Board upon their designation. Each such standing
committee shall consist of two or more persons, who may, but need not be, limited to the Directors of the Corporation.

7.2 **Community Services Committee.** There shall be a standing Community Services Committee. The Community Services Committee will be composed of an equal number of Central Health designees and Seton designees. The Central Health Appointees shall appoint one-half of the individuals who will serve on the Community Services Committee, and the Seton Appointees shall appoint one-half of the individuals who will serve on the Community Services Committee. The scope of authority of the Community Services Committee shall be to consider, adopt, and recommend to the Board (i) a three-year rolling capital and operating forecast and strategic plan, (ii) the DSRIP Projects and other projects to be funded, managed, or operated by the Corporation, (iv) the population to be served by the Corporation, (v) the benefit plan to be provided to the covered population, (vi) the provider network to carry out the approved projects and to provide services to the covered population, and (vii) the overall health care delivery system to be provided by the IDS. Such recommendations shall be forwarded to the Board for its consideration, deliberation, possible modification, approval (subject to any modification), and inclusion in the annual budget of the Corporation.

7.3 **Special Committees.** Subject to approval of all of the Class A Members, the Board may designate one or more special committees as are necessary and which are not in conflict with other provisions of these Bylaws, and the authority and duties of any such special committees shall be prescribed by the Board upon their designation. Each such special committee shall consist of two or more persons appointed by the Chair of the Board, and approved by the Board and by the Class A Members, who may, but need not be, Directors of the Corporation. A special committee shall limit its activities to the accomplishment of the tasks for which it is designated and shall have no power to act except as specifically conferred by action of the Board. Upon the completion of the tasks for which designated, such special committee shall stand dissolved.

7.4 **Peer Review Committee.** The Board is authorized to create by resolution a committee to serve as a medical peer review committee to act in accordance with the applicable provisions of the Texas Medical Practice Act, Tex Occ. Code §151.002(a)(8) and §160.001-160.015, and the Health Care Quality Improvement Act, 42 U.S.C. Section 11101, *et seq.*
7.5  **Terms of Appointment.** An individual appointed to a standing or special committee shall serve either a one-year term of office or until the special committee is dissolved, whichever occurs first.

7.6  **Committee Chairs.** Unless otherwise provided for in these Bylaws, the Chair of the Corporation will designate a member of each standing or special committee to serve as its chair. An individual appointed as chair shall serve a one year term of office.

7.7  **Qualifications, Appointment and Removal.** Except as otherwise provided in these Bylaws, each member of each standing and special committee shall be appointed by the Board, subject to approval of the Members, shall serve at the pleasure of the Board and may be removed at any time by the Board, with or without cause. Except as otherwise provided in these Bylaws, the Board shall have the power at any time, subject to approval of the Class A Members, to fill vacancies and to change the membership of or to dissolve any standing or special committee.

7.8  **Meetings.** Meetings of a standing or special committee may be called at any time by the Chair, the Vice Chair (if any) or the President of the Corporation or the chair of such committee on not less than five business days advance notice to each member of such committee, given orally or in writing. All meetings of a standing or special committee shall be held at the principal office of the Corporation or at such other place as the chair of such committee shall designate.

7.9  **Limitations on Authority.** No standing or special committee shall have or assume, and there is hereby retained and reserved to the Board, any and all powers and duties vested in the Board which, under applicable law or any provision of the Certificate of Formation or these Bylaws, may not be delegated.

7.10  **Quorum and Voting.** Unless otherwise provided for in the Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

7.11  **Action by Written Consent.** Any action required or permitted to be taken at any meeting of a committee may be taken without a meeting if a consent in writing, setting forth the
action to be taken, shall be signed by all members of the committee and such consent shall have the same force and effect as a unanimous vote at a meeting.

7.12 Subcommittees. A committee may create one or more subcommittees to consider certain matters and make reports and recommendations to the committee. A majority of the members of each subcommittee must be members of the committee.

ARTICLE 8
INDEMNIFICATION OF DIRECTORS AND OFFICERS

8.1 Right to Indemnification. The Corporation shall indemnify Directors, officers, employees, and agents of the Corporation ("Indemnities") to the fullest extent required by Texas law and to the extent such Indemnities are eligible for permissive indemnification under Texas law, shall indemnify such persons to the fullest extent permitted by Texas law, subject in each case to restrictions, if any, in the Certificate of Formation. The Corporation shall have the power to purchase and shall purchase and maintain at its cost and expense insurance on behalf of such persons to the extent permitted by Texas law.

8.2 Reimbursement of Expenses. Subject to any restrictions in the Certificate of Formation, reasonable expenses incurred by an Indemnity who is or is threatened to be made a named defendant or respondent in a proceeding may be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding after (a) the Corporation receives a written affirmation by the Indemnity of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article and a written undertaking by or on behalf of the Indemnity to repay the amount paid or reimbursed if it is ultimately determined that he or she has not met those requirements and (b) a determination that the facts then known to those making the determination would not preclude indemnification under this Article.

8.3 Appearance as a Witness. Notwithstanding any other provisions of this Article, the Corporation may pay or reimburse expenses incurred by a Director or others in connection with his appearance as a witness or other participation in a proceeding at a time when such Director is not a named defendant or respondent in the proceeding.

8.4 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Director or other individual Person indemnified pursuant to this Article may have or hereafter
acquire under any law (common or statutory), provision of the Certificate of Formation or these Bylaws, agreement, vote of the disinterested Directors, or otherwise.

8.5 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, manager, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such individual Person against such expense, liability or loss under this Article.

8.6 Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director or any other individual person indemnified pursuant to this Article as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9
GENERAL PROVISIONS

9.1 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of October and end on September 30 of each calendar year.

9.2 Audit. The financial records of the Corporation shall be audited not less than annually by an independent accounting firm appointed by the Board and such firm shall provide a report to the Board.

9.3 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the meetings of the Board and the Board’s committees. The Corporation shall provide to and allow the Class A Members complete access to all books and records of the Corporation.
9.4 Seal. The Board may adopt a corporate seal to be in such form and to be used in such manner as the Board shall direct.

9.5 Policies, Rules and Regulations. The Board may, from time to time, make and promulgate such policies, rules and regulations as it may deem necessary.

9.6 Definitions. The following definitions shall apply to this Agreement:

(a) The term “Affiliate” shall mean a Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, another Person.

(b) The term “Control” shall mean (including the terms “Controlled by” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through membership in the non-profit corporation, limited liability company, or partnership appointment of the board of directors or trustees, ownership of voting securities, by contract, as trustee or executor, or otherwise.

(c) The term “Person” shall mean any individual, company, body politic, body corporate, association, corporation, partnership, limited liability company, firm, joint venture, trust, governmental entity or similar entity.

9.7 Headings. The headings used in these Bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these Bylaws.

ARTICLE 10
AMENDMENTS

The power to alter, amend, or repeal these Bylaws shall be vested exclusively in the Class A Members as set forth in Section 2.7 of the Bylaws.

ARTICLE 11
CONFLICT OF INTEREST POLICY

The Board shall adopt and maintain a Conflict of Interest Policy.
CERTIFICATE

I, the undersigned officer of Community Care Collaborative, a Texas non-profit corporation (the "Corporation"), do hereby certify that the foregoing Bylaws were duly adopted as the Bylaws of the Corporation on _________________, 2013 pursuant to the requirements of the Bylaws.

Dated: ____________________________

By:
Name: ____________________________
Title: ____________________________
Community Care Collaborative (CCC)

Board of Directors Meeting

June 10, 2013

AGENDA Item II-D-1

Discuss and take appropriate action on the Fiscal Year 2013 Start-Up Budget.
Community Care Collaborative Presentation to:
CCC Board of Directors

FY13 CCC Start-up Budget
June 10, 2013
Master Agreement

- Under Section 3.8 of the Master Agreement, certain powers are reserved to the Central Health Board of Managers and Seton’s Board and require approval from both Boards
  - Approval of Community Care Collaborative annual budgets, in addition to material deviations
FY13 CCC Budget – Start-up

- Start-up FY13 Budget (June 2013-September 2013)
- Necessary to begin operations
  - Delivery System Reform Incentive Program (DSRIP) projects
  - Existing healthcare delivery services previously approved by Central Health Board of Managers
- Start-up FY13 Budget will require additional amendments over the next four months
FY13 CCC Budget – Start-up

• Sources
  – Demonstration Year 1 (DY1) DSRIP Revenue ($8,994,823)
    • DSRIP start-up funds for Performing Providers
    • Local + federal share
    • Local IGT funded by Central Health ($3.6m)
    • Future Seton contributions thru budget amendments (if available)

• Uses
  – Healthcare Delivery
    • Existing services currently provided and approved by Central Health
      – Seton contracts as approved by Services Agreement
      – Current Central Health services previously approved by Central Health Board of Managers
  – DSRIP Project Costs
    • Costs associated with performance of DSRIP projects
FY 13 Start-up CCC Budget - Sources
Intergovernmental Transfer Overview
DSRIP DY1

Centers for Medicare & Medicaid Services

Federal Match

Central Health
$3,660,893

IGT Entity

Community Care Collaborative
$8,994,823

Performing Provider
FY13 CCC Budget – Start-up

• Uses
  – Healthcare Delivery
    • Existing services currently provided to Central Health
      – Seton contracts per Services Agreement
        » Insure-A-Kid
        » Paul Bass Specialty Care
        » Paul Bass Internal Medicine
        » Blackstock
        » Operation of Mammography equipment
      – CommUnityCare
FY13 Start-up CCC Budget

- Uses (continued)
  - DSRIP Project Costs
    - Submitted 14 DSRIP projects - $237 million of proposed valuation to CMS
    - Beginning DY2, metrics must be achieved in order to be paid
      - DY2 primary metric = Project Planning
      - DY2 Project valuation - $54.6 million
    - DSRIP Project Costs include:
      - DSRIP project management
      - Plan Development for each DSRIP project(metric)
      - Health Information Exchange development
CCC DSRIP Projects

DSRIP Project Timelines

DY 1
Dec 2011 - Sept 2012
Preliminary

DY 2
Oct 2012 - Sept 2013
Planning

DY 3
Oct 2013 - Sept 2014
Implementation

DY 4
Oct 2014 - Sept 2015
Performance & Outcomes

DY 5
Oct 2015 - Sept 2016
Performance & Outcomes
FY13 CCC Budget – Start-up

Sources
DSRIP Project Revenue $8,994,823
Total Sources $8,994,823

Uses
Healthcare Delivery $6,482,292
DSRIP Project Costs $2,512,531
Total Uses $8,994,823
FY13 CCC Budget – Start-up

• Next Steps
  - CH Board of Managers – June 5\textsuperscript{th}
    - Approval of FY13 CCC Start-up Budget
  - CCC Operating Board – June 10\textsuperscript{th} -5:30 pm
    - Approval of FY13 CCC Start-up Budget (public meeting)
• Discussion
Community Care Collaborative (CCC)

Board of Directors Meeting

June 10, 2013

AGENDA Item II-D-2

Discuss the CCC (Medical Access Program) Benefit Plan.
### Medical Access Program Benefits

<table>
<thead>
<tr>
<th>Physician Services</th>
<th>$10 Co-payment per visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Primary and preventive care (Primary Care Provider, PCP)</td>
<td></td>
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<tr>
<td>- Specialty physician</td>
<td></td>
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<tr>
<td>- Urgent Care</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Hospital In-Patient Services</th>
<th>$30 Co-payment per visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Requires that you get pre-approval from your doctor, except for emergencies threatening life or limb</td>
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<tr>
<td>- Hospital room</td>
<td></td>
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<tr>
<td>- Operating room/recovery room</td>
<td></td>
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<tr>
<td>- X-ray, laboratory, diagnostic, and therapeutic services</td>
<td></td>
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<tr>
<td>- Medications</td>
<td></td>
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<tr>
<td>- Intensive care/coronary care</td>
<td></td>
</tr>
<tr>
<td>- Physician hospital visits and care</td>
<td></td>
</tr>
<tr>
<td>- Surgery services</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outpatient Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Requires that your doctor get pre-approval from MAP for your services</td>
<td></td>
</tr>
<tr>
<td>- Surgery services (including Day Surgery)</td>
<td>$10 Co-payment per visit</td>
</tr>
<tr>
<td>- Occupational therapy (co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)</td>
<td>$10 Co-payment per incident</td>
</tr>
<tr>
<td>- Physical therapy (co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)</td>
<td>$10 Co-payment per incident</td>
</tr>
<tr>
<td>- Speech therapy (co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)</td>
<td>$10 Co-payment per incident</td>
</tr>
</tbody>
</table>

| Diagnostic X-Rays and Laboratory        | $0 Co-payment per visit  |

<table>
<thead>
<tr>
<th>Home Health Services, Limited Medical Equipment and Medical Supplies</th>
<th>$0 Co-payment per visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Requires that your provider get pre-approval from MAP for your services</td>
<td></td>
</tr>
<tr>
<td><strong>EMERGENCY CARE</strong></td>
<td>$25 Co-payment per visit</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td><strong>DENTAL SERVICES</strong></td>
<td>$10 Co-payment per visit</td>
</tr>
<tr>
<td>• Emergency and urgent dental services. General dental services include prophylaxis, x-ray, exam, filling and extraction. Limited specialty services include: oral surgery, limited pedodontics, and limited endodontics.</td>
<td>$35 Co-payment (per partial)</td>
</tr>
<tr>
<td>• Partial dentures</td>
<td>$50 Co-payment (per plate)</td>
</tr>
<tr>
<td>• Full dentures</td>
<td></td>
</tr>
<tr>
<td><strong>TRANSPORTATION SERVICES</strong></td>
<td>$0 Co-payment per visit</td>
</tr>
<tr>
<td>• Call 911 for emergencies that threaten life or limb</td>
<td></td>
</tr>
<tr>
<td>• Local emergency ambulance transportation only</td>
<td></td>
</tr>
<tr>
<td><strong>PRESCRIPTION DRUG SERVICES</strong></td>
<td>$10 or less Co-payment per prescription for 30 day supply</td>
</tr>
<tr>
<td>Prescriptions and disposable supplies (e.g., insulin syringes, chemstrips, etc.) obtained at the pharmacy.</td>
<td>$14 Co-payment per prescription for a 31-90 day supply</td>
</tr>
<tr>
<td><strong>HOMELESS ENROLLEES</strong></td>
<td>$0 Co-payment for all services</td>
</tr>
</tbody>
</table>

**Exclusions:**

1. If you fill out a form to ask if something will be covered by MAP, a **pre-authorization**, and the answer is no, then that thing is not covered.

2. Services not provided within the MAP system—the doctors and providers on the MAP list, unless you get pre-authorization.

3. Services provided by your relative or a member of your household.

4. Services that are not medically necessary to treat an injury or illness.

5. **Acute** inpatient hospital services and supplies that a **MAP review** finds did not need a hospital level of care and could have been provided at a clinic or another place.

6. Services resulting from any illegal act (including violation of probation) if you are put in jail or prison.

7. Non-emergency air transport.

8. Fees to someone else for completing or filing required forms or pre-authorizations.

9. Any equipment, supplements, or supplies not ordered by a doctor or provider and/or not considered appropriate and necessary to treat a documented medical condition/disease process.

10. Refills or prescriptions more than the number specified by the doctor or refills you get one year or more after the doctor’s original order.
11. Private hospital rooms—except when you have documents to show that it is medically necessary.

12. Charges for rental equipment if you move it from where it was delivered and do not immediately tell MAP the new location.

13. Services and supplies to anyone who is in a public institution (like a jail, prison, or state hospital).

14. In-patient hospital and related services for a patient in an institution for tuberculosis, mental disease, or a nursing section of a public institution for the intellectually disabled.

15. At war: Services resulting from any acts of war, declared or undeclared, or any type of military conflict, or from diseases or injuries gotten in any country at war or while on your way to or from any country at war, or from illness/injuries gotten while performing military services.

16. Services provided for any work-related illness or injury if Workers’ Compensation Benefits (or any other similar regulation of the United States) are provided or should be provided by the laws of the state or territory of the employer where the illness or injury happened.

17. Services, supplies and medications you could get from a manufacturer’s Patient Benefit Program or Patient Assistance Program, or another way (like other program or insurance), if you did not have MAP.

18. Services that can be paid by other insurance (health insurance, accident insurance, or other insurance) or by any private or other government benefit system, or any legally liable third party—someone who the law requires to pay your medical bills.

19. Services and supplies provided through any government plan or law that could cover your care (e.g., Victims of Crime, Texas Rehabilitation Commission, Veteran’s Benefits, Medicare, Medicaid, TRICARE, CHAMPUS, etc.).

20. Co-insurance fees and deductibles. MAP is not a secondary payer for any other insurance or governmental health care program. This means that MAP will not pay things another insurance will not cover for you.

21. Whole blood or packed red cells that are available at no cost to you.

22. Acupuncture, acupressure, or biofeedback.


24. Experimental services, supplies or medications—services and things that have not been approved by the Food and Drug Administration Services.

25. Hypnosis.

26. Massage: Services from a massage therapist.

27. Rolfing.

28. Educational counseling.

29. Hyperactivity testing.

30. Learning disabilities evaluations.

31. Mental Health: Care and treatment of mental and/or nervous disorders, psychiatric treatment or individual, family, or group counseling services, unless as a co-morbidity or secondary diagnosis during an inpatient stay or in the primary care setting.
32. Substance abuse and detox: Treatment programs for substance abuse and/or detoxification.
33. Autologous blood donations.
34. Autopsies.
35. Blood clotting factors.
36. Cellular Therapy.
37. Chemolase injections (Chemodiactin, Chymopapain).
38. Chemonucleolysis intervertebral disc.
39. Circumcision (routine) for clients one year of age or older.
40. Cosmetic surgery except if needed to repair an accidental injury, if the initial treatment is received within 12 months of the accident, or to help a malformed body part work better, or when you get pre-authorization for another medical reason.
41. Custodial or sanitaria care, rest cures, or for respite care.
42. Dermabrasion.
43. Dialysis (in-patient or out-patient) or supplies for dialysis, except for acute conditions not related to chronic renal failure while you are an inpatient.
44. Ergonovine provocation test.
45. Eye refractions, eye glasses, eye exercises, contact lenses, or other corrective devices, including materials and supplies, or fitting or examinations to prescribe or fit or change eye glasses, contacts, or any of these things for your eyes.
46. Fabric wrapping of abdominal aneurysms.
47. Hair analysis.
48. Histamine therapy - intravenous.
49. Hospice: Professional component of Hospice Services
50. Hyperthermia.
51. Immunotherapy for malignant disease.
52. Immunizations required for travel outside the United States.
53. Implantations (e.g., silicone, saline, penile, etc.).
54. Infertility supplies or medication.
55. Interpreter services.
56. Joint sclerotherapy.
57. Keratotomy or refractive surgeries: Radial and hexagonal keratotomy or refractive surgeries. keratoprosthesis/refractive keratoplasty.
58. Laetrile therapy.

59. Obesity procedures, obesity therapy and/or special diets (including medically supervised fasting and liquid nutrition) for weight reduction—even if for surgery or a specific medical condition.

60. Organ transplants, medications and/or treatments associated with the transplant.

61. Orthodontic treatment, crown, and bridge procedures.

62. Pain management programs (specialized) and/or treatment for chronic pain care, unless provided through MAP providers.

63. Prosthetic eye or facial quarter.

64. Rehabilitation Inpatient and intensive outpatient rehabilitation.

65. Sexuality treatments: Any treatment for transsexualism, gender dysphoria, sexual re-assignment or sex change, including, but not be limited to, drugs, surgery, medical or psychiatric care.

66. Sterilization reversal.

67. Tattooing and/or tattoo removal.

68. Thermogram.

69. TMJ: Treatment or correction of temporomandibular joint (TMJ) dysfunction.

70. TORCH screen.

71. Adaptive equipment for daily living such as eating utensils, reachers, handheld shower extensions, etc.

72. Admission kits.

73. Air cleaners/purifiers.

74. Augmentive communication devices, e.g., TTY device, artificial voice box, and this kind of machinery.

75. Bed cradles.

76. Bladder stimulators (pacemakers).

77. Car seats.

78. Cervical pillows.

79. Electric wheelchairs or scooters (outpatient).

80. Enuresis monitors.

81. Feeding supplements (e.g., Ensure, Osmolyte) and supplies for long-term use.

82. Hearing aids.

83. Home and vehicle modifications, including ramps, tub rails/bars.
84. Humidifiers, except when used with respiratory equipment (for example., oxygen concentrators, CPAP/BIPAP, nebulizers, or for clients with a tracheostomy).

85. Implantable medication pumps and related supplies, with the exception of insulin pumps and related supplies..

86. Luxury or entertainment items (like TV, video, beauty aids, etc.).

87. Non-medical equipment: Equipment or services not primarily and usually used for a medical purpose (for example., an air conditioner might be used to lower room temperature to reduce fluid loss in a cardiac patient, or a whirlpool bath might be used in the treatment of osteoarthritis. however because the primary and usual use of these things is non-medical, they cannot be considered medical equipment).

88. Over bed tables.

89. Prosthetic breasts and mastectomy bras.

90. Thermometers.

91. Vocational, educational, exercise, and recreational equipment.

92. Waist/gait belts.

93. Whirlpool baths and saunas.
Community Care Collaborative (CCC)

Board of Directors Meeting

June 10, 2013

AGENDA Item II-D-3

Contracts – Consider and take appropriate action on the following agreements:

a. Omnibus Healthcare Services Agreement by and among Central Health, the Community Care Collaborative, and Seton Family of Hospitals (NO BACKUP)

b. Agreement for Primary Care Services by and between Community Care Collaborative and Central Texas Community Health Centers D/B/A CommUnityCare and associated Delegated Credentialing Agreement

c. Agreement for Internal Medicine Services among Community Care Collaborative, Seton/UT Southwestern University Physicians Group, and Seton Family of Hospitals D/B/A University Medical Center at Brackenridge (NO BACKUP)

d. Agreement for Insure-A-Kid Support Services by and between the Community Care Collaborative and Seton Healthcare Family (NO BACKUP)

e. Agreement for Family Medicine Services by and between the Community Care Collaborative and Seton/UT Southwestern University Physicians Group (NO BACKUP)

f. Agreement for Specialty Care Services between the Community Care Collaborative and Seton Family of Hospitals (NO BACKUP)

g. Collaboration Agreement for Mammography Equipment by and between the Community Care Collaborative and Seton Healthcare Family (NO BACKUP)

h. Agreement between the Community Care Collaborative and Cope Health Solutions
AGREEMENT FOR PRIMARY CARE SERVICES BY AND BETWEEN COMMUNITY CARE COLLABORATIVE AND CENTRAL TEXAS COMMUNITY HEALTH CENTERS

This Agreement for Primary Care Services ("Agreement") is entered into by and between the Community Care Collaborative, a Texas non-profit corporation ("CCC"), and Central Texas Community Health Centers d/b/a CommUnityCare, a Texas non-profit corporation ("Contractor"), effective as of June 1, 2013 (the "Effective Date").

WHEREAS, CCC desires to provide an integrated delivery system which includes comprehensive medical services as defined as "MAP Services" in Attachment A and "Expanded Services" in Attachment B (collectively, the "Services"), which include primary and preventive care for enrollees in the Medical Access Program ("MAP") ("Eligible MAP Patients") and "Additional Eligible Patients" defined in Attachment B (collectively, the "Eligible Patients"); and

WHEREAS, Contractor is a public-entity model Federally Qualified Health Center ("FQHC"), with the Travis County Healthcare District d/b/a Central Health, that receives a Federal grant pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. 254b ("Section 330"), administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services, to provide community-based comprehensive primary and preventive health care and related enabling services to medically underserved populations residing throughout Travis County, regardless of the individual’s or family’s ability to pay for such services; and

WHEREAS, nothing in this Agreement is intended to adversely impact Contractor’s ultimate authority to autonomously exercise its responsibilities under Section 330 and obligations set forth in its Co-Applicant Agreement with Central Health; and

WHEREAS, the Services cannot be made available to these Eligible Patients using CCC staff; and

WHEREAS, Contractor is engaged in the business of providing such Services; and

WHEREAS, the CCC desires to contract with Contractor to provide those Services and Contractor desires to provide those Services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged. CCC and Contractor agree as follows:

SECTION 1. RESPONSIBILITIES OF CONTRACTOR

1.1 Contractor Responsibilities. Contractor shall provide all Services at its facilities as specified in Attachment A and Attachment B hereto. In providing the
Services, Contractor shall be responsible for ensuring that all facilities, equipment, and staff are qualified to provide the Services.

1.1.1 Contractor shall ensure that all physicians providing Services under this Agreement are licensed to practice medicine in the State of Texas and that they maintain good professional standing at all times. Evidence of such licensing shall be submitted to CCC within thirty (30) days of the Effective Date and thereafter upon request by CCC.

1.1.2 Contractor shall ensure that all medical and support staff are licensed by the appropriate State of Texas licensing agency and that they maintain their licensure throughout the term of this Agreement. Evidence of such licensing shall be submitted to CCC within thirty (30) days of the Effective Date and thereafter upon request by CCC.

1.1.3 Contractor shall obtain and maintain all federal, state, and local licenses, certificates, and permits required in connection with the provision of Services at all Contractor facilities. Evidence of such licensing shall be submitted to CCC within thirty (30) days of the Effective Date and thereafter upon request by CCC.

1.1.4 Contractor agrees and warrants that all Services performed under this Agreement shall be consistent with the proper practice of medicine and that such Services shall be performed in accordance with the customary rules of ethics and conduct of the State of Texas and professional licensure boards and agencies.

1.1.5 Contractor agrees that it will ensure compliance with all Texas Medical Board rules regarding physician supervision of physician assistants and advanced nurse practitioners.

1.1.6 Contractor shall notify CCC immediately if any licensure(s) required under this Agreement is/are restricted, suspended, or revoked.

1.1.7 Contractor shall ensure that Services performed by employees, affiliate staff, and medical staff are consistent with local, state, and federal health care guidelines, standards, statutes, and regulations.

1.1.8 Contractor shall periodically test, calibrate, and adjust all equipment used in connection with the Services as necessary to ensure the equipment's proper and accurate operation.

1.1.9 Contractor represents and warrants that its physicians:

1.1.9.1 hold a current DEA narcotic registration certificate, where applicable and a current State narcotics license, where applicable; and

1.1.9.2 shall maintain all such licensure, compliance, certification, and registration throughout the term of this Agreement.
1.1.10 Contractor shall pursue recognition as a Patient Centered Medical Home from the National Committee for Quality Assurance.

1.1.11 Contractor shall provide documentation of Contractor’s current “Scope of Projects” and “Scope of Services”, and any changes to the Contractor’s “Scope of Projects” and “Scope of Services” during the Agreement Term, as those terms are defined by Health Resources and Services Administration.

1.2 **Availability of Services.** Contractor shall make available all Services required under this Agreement to Eligible Patients on a schedule to be agreed to by the parties, taking into consideration Contractor’s normal hours of operation.

1.3 **Records and Confidentiality.** Contractor shall maintain medical and billing records of Eligible Patients in accordance with all applicable laws and regulations, including but not limited to the federal Health Information Portability and Accountability Act of 1996 and its implementing regulations, as amended (“HIPAA”). The Parties agree that Contractor is a Covered Entity and disclosures anticipated herein shall be made in furtherance of an Organized Health Care Arrangement, as that term is defined under HIPAA, involving both Parties.

1.4 **Quality.**

1.4.1 Contractor warrants that it will maintain an ongoing Quality Assurance/Quality Improvement (“QA/QI”) program.

1.4.2 Upon request, Contractor shall provide CCC with access to clinical records of Eligible Patients for review of compliance with the quality assurance provisions of federal, state, or local law or regulation.

1.4.3 CCC may perform quality and utilization reviews/audits upon three (3) business days’ notice to Contractor. Access to Eligible Patients’ records, including clinical records, financial records, results of patient satisfaction surveys, information regarding patient complaints and feedback, incident reports, etc., shall be provided to CCC staff contemporaneously with these reviews/audits. If, during a CCC review, a utilization trend or quality problem is noted, Contractor agrees to develop a corrective action plan to address that trend or problem and will share that plan with CCC.

1.4.4 Contractor shall provide suitable space and communication access for CCC staff to perform on-site reviews in a confidential setting.

1.5 **Complaints.** Contractor shall develop, if necessary, and maintain a process for resolving complaints from Eligible Patients and shall monitor complaints from Eligible Patients on an ongoing basis. Contractor shall track and promptly resolve any service issues, problems, or complaints regarding Services provided under this Agreement. Contractor shall provide a printed copy of the process to CCC within thirty (30) days after request.
1.6 **Credentialing.** Contractor will participate in a formal process to allow CCC or its designee to collect, verify, and evaluate the professional credentials and qualifications of licensed individual providers against the criteria, standards, and requirements established by CCC for providing health care services to Eligible Patients. A credentialing committee will be utilized to determine whether such individual providers meet these criteria, standards, and requirements. In an effort to avoid duplication of Contractor’s credentialing efforts but ensure that CCC credentialing criteria, standards and requirements are met, the Parties have agreed to execute a Delegated Credentialing Agreement attached hereto as Attachment D and incorporated by reference.

1.7 **Reporting.** Contractor shall report to the CCC the following information:

1.7.1 On a quarterly basis, (i) an explanation of Contractor’s measurement of patient satisfaction, including the tool and methodology (include population, frequency and scoring tool); and (ii) results of last survey and actions implemented based of survey results from the last twelve months;

1.7.2 Annually, (i) an explanation of Contractor’s measurement of provider/staff satisfaction, including the tool and methodology (include population, frequency and scoring tool); and (ii) results of last survey and actions implemented based of survey results from the last twelve months;

1.7.3 On a quarterly basis, (i) rate of eye exams performed in the diabetic patient population; (ii) frequency of HbA1c testing; (iii) % of patients with HbA1C < 7%, 7-8%, or >8%; (iv) rate of foot exams performed in the diabetic patient population; and (v) the frequency of testing for micro albumin;

1.7.4 On a quarterly basis, (i) number of Next Available Routine Appointments for new patients; (ii) number of Next Available Routine Appointments for established patients; and (iii) the number of daily open urgent appointments; and

1.7.5 On a quarterly basis, an explanation of the system of notification of hospital admissions and follow up post discharge.

**SECTION 2. SCOPE OF SERVICES**

2.1 **General Requirements.** Contractor shall provide all qualified personnel, workspace equipment, and materials required to perform the Services required under this Agreement.

2.2 **Services.** Contractor, as a Federal Qualified Health Center, shall provide services as identified in Section 330 of the Public Health Service Act (42 USCS § 254b), and shall provide certain Services pursuant to the terms of Attachment A and Attachment B. Services shall also include those services identified in the
Contractor’s scope of services as approved by the Health Resources and Services Administration (Scope of Services).

SECTION 3. COMPENSATION

3.1 General Provisions. CCC shall pay Contractor for Services provided under this Agreement as set out in Attachment A and in Attachment B, as applicable.

3.1.1 Total Compensation. CCC and Contractor have estimated that Contractor’s provision of Services as specified in the Agreement during the Initial Term will result in fees up to $12,924,584 (Twelve Million Nine Hundred Twenty Four Thousand Five Hundred Eighty Four Dollars) (the “Initial Term Cap”). The Initial Term Cap is based on historical utilization of comprehensive services provided by Contractor to Eligible Patients. However, the parties recognize that the Initial Term Cap may be exceeded during the Initial Term if current utilization exceeds past utilization. If Contractor reasonably foresees that utilization will cause the fees to exceed the Initial Term Cap during the Initial Term, Contractor shall notify CCC of this possibility immediately pursuant to Section 5.6 of this Agreement. The parties will then negotiate to determine whether to amend the estimated fees in this Section 3.1.1 or to take other steps as agreed upon by the parties. No fees above the Initial Term Cap shall be payable by CCC unless an amendment to this Agreement has been executed, whereby a specified increase in expenditures for services to be provided under this Agreement during the period has been stipulated. CCC’s obligation is payable only and solely from current funds available for payment of services provided under this Agreement.

3.1.2 Monthly Compensation. CCC shall pay a prorated monthly amount of the Initial Term Cap during the Initial Term.

3.1.3 Approved Budget. Contractor’s budget as approved by Central Health shall not be amended without written approval of CCC. Contractor shall not incur costs that would require additional funding under this Agreement without approval of the CCC.

3.1.4 Term Caps. It is the intent of the parties that a new payment methodology will be discussed and agreed to prior to the First Renewal Term. The Parties will take into account Contractor’s defined cost of services and any necessary risk adjustment.

3.2 Payment. Contractor shall accept payment from CCC (with any Co-payment made by an Eligible Patient) as payment in full for Services rendered under this Agreement and shall not further bill Eligible Patients for Services provided under this Agreement. Contractor shall make best efforts to utilize other sources of funds for Services. The Parties acknowledge that Section 330 funds are required to be the payor of last resort. Pursuant to Section 5.4, CCC may audit Contractor
to ensure that Contractor is appropriately billing other sources of funding, such as non-Section 330 grant funding, 1115 Medicaid Waiver funds, Medicaid, Medicare, private insurance or other payor programs or sources utilized by Contractor. If Contractor has not appropriately billed other funding sources as identified by audit, CCC shall offset the monthly compensation as identified in Section 3.1.2 for amounts not appropriately billed to other sources of funds.

3.3 **W-9 Taxpayer Identification Form.** Contractor shall provide CCC with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations. Contractor understands that this W-9 Form must be provided to CCC before any funds are payable under this Agreement. If there are any changes in the W-9 Form during the term of the Agreement, Contractor will immediately provide CCC with a new and correct W-9 Form.

### SECTION 4. TERM AND TERMINATION

4.1 **Term.** This Agreement shall become effective on June 1, 2013, and shall expire on September 30, 2013 ("Initial Term").

4.2 **Extensions.** This Agreement may be extended for up to four (4) additional one (1) year periods upon written agreement of both parties (each a "Renewal Term"). The Initial Term and any Renewal Term shall be referred to as an "Agreement Term."

4.3 **Holdover.** Upon expiration of the Initial Term or any Renewal Term, and CCC Notice to Contractor, Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to negotiate or award a new contract for the Services encompassed by this Agreement.

4.4 **Termination without Cause.** Either party shall have the right to terminate this Agreement, in whole or in part, without cause, at any time upon ninety (90) days prior written notice to the other party. Upon receipt of a notice of termination, the other party shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. CCC shall pay Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination if the terms of the Agreement have been met.

4.5 **Termination for Cause.** If either party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice if the termination is based on a default that affects the quality of care of Services. For other defaults, if the default is not cured within
thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than forty-five (45) days from the date of that further notice.

4.6 **Gratuities.** CCC may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Contractor or any agent or representative of Contractor to any CCC official or employee for the purpose of attempting to secure favorable treatment with respect to this Agreement. If this Agreement is terminated by CCC pursuant to this provision, CCC shall be entitled, in addition to any other rights and remedies, to recover from Contractor at least three (3) times the cost incurred by such Contractor in providing the gratuities.

SECTION 5. MISCELLANEOUS

5.1 **Compliance with Federal, State, and Local Laws.** Each party shall provide the services and activities to be performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA"), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. No party shall discriminate against any employee, applicant for employment, or Eligible Patient based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all Agreement services and activities, each party will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.

5.2 **Insurance.**

5.2.1 **General Requirements**

5.2.1.1 Contractor shall, at a minimum, carry insurance in the types and amounts indicated below for the duration of the Agreement.

5.2.1.2 Contractor shall forward certificates of insurance with the endorsements required below, or proof of self-funded liability coverage policy, as the case may be, to CCC as verification of coverage within fourteen (14) calendar days after the Effective Date, unless otherwise specified by CCC. Contractor shall
provide new certificates or proof within ten (10) working days of any renewal term of this Agreement.

5.2.1.3 Contractor shall not commence work until the required insurance is obtained and has been reviewed by CCC. Nothing in this Agreement is intended to and shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor.

5.2.1.4 Contractor must submit certificates of insurance to CCC for all subcontractors prior to subcontractors commencing work on the project.

5.2.1.5 Contractor’s and all subcontractors’ insurance coverage shall be provided through a funded self-insurance program or written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.2.1.6 If insurance policies are written for less than the amounts specified below, Contractor shall carry umbrella or excess liability insurance for any differences between the amounts specified and the actual coverage amounts. If excess liability insurance is provided, it shall follow the form of the primary coverage.

5.2.1.7 CCC shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.2.1.8 CCC reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to request reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by CCC based upon changes in statutory law, court decisions, the claims history of the industry, or the financial condition of the insurance company or Contractor. CCC shall not be responsible for any failure by Contractor to comply with a CCC request under this section that results in a loss to Contractor under this Agreement or as a result of services provided pursuant to this Agreement.

5.2.1.9 Contractor shall not cause any insurance required by this Agreement to be canceled nor permit any insurance to lapse during the term of the Agreement.
5.2.1.10 Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance or proof of self-funded coverage.

5.2.1.11 Contractor shall provide CCC thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

5.2.2 Specific Requirements

5.2.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence is $500,000 for coverages A and B. The policy shall contain the following provisions:

- Blanket contractual liability coverage for liability assumed under this Agreement; and

- Independent Contractor’s Coverage.

If Contractor is self-insured for this coverage, this section 5.2.2.1 will not apply to Contractor.

5.2.2.2 Professional Liability. Contractor represents and warrants that, in accordance with Federal Tort Claims Act (“FTCA”) procedures, Contractor and each of its medical providers providing services pursuant to this Agreement have been (or will have been) deemed employees of the Public Health Service and are thus entitled to FTCA coverage. Contractor shall ensure that both it and its medical providers maintain such FTCA coverage throughout this Agreement Term, and Contractor agrees to notify CCC as soon as possible in the event that either Contractor or any of its medical providers loses its deemed status. Contractor further agrees to provide evidence of the above coverage to CCC within thirty (30) days of the Effective Date and thereafter upon request by CCC.

5.3 INDEMNITY

5.3.1 CONTRACTOR’S INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW AND BY RULES AND REGULATIONS APPLICABLE TO FEDERALLY QUALIFIED HEALTH CENTERS, THE PARTIES EACH AGREE TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS AND LIABILITIES, EXCEPT THOSE RELATED TO PROFESSIONAL MALPRACTICE FOR WHICH CONTRACTOR IS DEEMED COVERED UNDER THE FEDERAL TORT CLAIMS ACT
(“FTCA”), WHETHER MERITORIOUS OR NOT, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE INDEMNIFYING PARTY’S NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE INDEMNIFYING PARTY’S PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, WHETHER WHOLLY OR PARTIALLY THE FAULT OF THE INDEMNIFYING PARTY. IT IS THE EXPRESS INTENTION OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS, TO THE EXTENT PERMITTED BY LAW, EXCLUDING THOSE CLAIMS FOR WHICH CONTRACTOR RELIES UPON FTCA COVERAGE, WHICH EXPLICITLY EXCLUDES OBLIGATIONS TO INDEMNIFY ARISING UNDER CONTRACT.

5.3.2 Claims Notification. If either party hereto receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against that party and which involves the services provided hereunder, then that party shall give written notice within three (3) working days after being notified of a claim or other action to the other party of: (A) the claim or other action or the threat of it; (B) the name and address of the person, firm, corporation, or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; (C) the basis of the claim, action, or proceeding; (D) the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and (E) the name or names of any person and/or entity(ies) against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 5 of this Agreement. Except as otherwise directed, the party receiving the notice shall furnish to the other affected party copies of all pertinent papers received with respect to these claims or actions.

5.4 Right to Audit. Contractor shall maintain and make available for inspection, audit, and/or reproduction by any authorized representative of CCC or any other governmental agency books, documents, and other evidence pertinent to the costs and expenses of this Agreement. Within seventy-two (72) hours of the receipt of notification that an audit will be made, all materials requested shall be made available to CCC’s authorized representatives. All records pertinent to the performance of this Agreement shall be maintained by Contractor until an audit is completed and all questions arising there from are resolved or four (4) years after termination of this Agreement, whichever occurs first, unless a longer retention period is required by law; except that records will be retained beyond the fourth year if an audit is in progress and/or the findings of a completed audit have not been satisfactorily resolved, and/or litigation involving this Agreement or the Services provided hereunder is still pending.
5.5 Independent Contractor. This Agreement does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Contractor’s services are and shall remain throughout the term of this Agreement those of an independent contractor. Contractor agrees and understands that Contractor is not and shall not be entitled to any of the rights and privileges established for CCC employees. Contractor’s clinicians shall maintain the ability to exercise independent professional judgment in the provision of its services.

5.6 Notices. Any notice or other communication by either party to the other shall be in writing and shall be given, and be deemed to have been given, if either delivered personally or mailed, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To CCC: Community Care Collaborative
Larry Wallace, Interim Executive Director
(or his successor in office)
1111 E. Cesar Chavez,
Austin, Texas 78702

To Contractor: Central Texas Community Health Centers
Leslee Froehlich (or her successor in office)
15 Waller Street
Austin, Texas 78702

5.7 Attachments. The attachments to this Agreement are hereby made a part of this Agreement as if set forth verbatim herein and constitute promised performances by the parties in accordance with all terms of this Agreement.

5.8 Assignment-Delegation. The Agreement shall be binding upon and inure to the benefit of CCC and Contractor and their respective successors and assigns. Contractor may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of CCC. CCC may make such assignment or transfer upon providing not less than thirty (30) days written notice to Contractor. The Agreement is not intended to confer rights or benefits on any person, firm, or entity not a party hereto, it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

5.9 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.10 Amendments. This Agreement can be amended only by a writing signed by both Parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement. The Parties acknowledges that no officer, agent, employee, or representative of CCC or Contractor has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by its Board of Directors under a specific provision of this Agreement or by separate action of its Board of Directors.
5.11 **Force Majeure.** Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while, and to the extent such default or delay is caused by acts of God, acts of domestic or foreign terrorism, fires, floods, riots, sabotage, strikes, or any other cause beyond the reasonable control of such party. Force majeure does not include economic or market conditions that affect a party's cost but not its ability to perform. The party invoking force majeure shall give prompt, timely, and adequate notice to the other party by facsimile transmission or by telephone confirmed promptly thereafter in writing and shall use due diligence to remedy the event of force majeure as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the service(s) will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.12 **Subcontracts.**

5.12.1 **Prior Approval Required.** Contractor shall not enter into any subcontracts for any services provided to Eligible Patients under this Agreement without the prior written approval or the prior written waiver of this right of approval from CCC. To the extent that Contractor has existing subcontracts as of the Effective Date of this Agreement, those subcontracts are hereby approved.

5.12.2 **HUB Subcontracting.** If use of a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure that HUBs (Historically Underutilized Business, as defined in Texas Government Code, Section 2161.001), have a maximum opportunity to be subcontractors under this Agreement. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Agreement and may result in termination of this Agreement.

5.13 **Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, CCC shall have the right, in addition to any other right or rights, to cancel this Agreement without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.14 **Rights, Copyrights, Patents, and Licenses.** Contractor warrants and agrees that: (a) all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to; (b) CCC shall not be liable for any infringement of those rights; and (c) any rights granted to CCC shall apply for the duration of this Agreement. Contractor agrees to indemnify CCC, its officers, agents, and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation and court costs and attorney's fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to material used in this Agreement.
5.15 Authority to Obligate CCC. The Parties acknowledge that no CCC or Contractor officer, agent, employee, or representative other than its Board of Directors has any authority to sign any document obligating CCC or Contractor unless expressly granted that authority by its Board of Directors under a specific provision of this Agreement or by separate action by its Board of Directors.

5.16 Payment of Taxes. Contractor acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind, will be withheld or paid by CCC on behalf of Contractor or its employees. Contractor and its employees will not be treated as CCC employees with respect to the services performed under the terms and conditions of this Agreement for federal and state tax purposes. Contractor accepts responsibility for the compensation of its employees, withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by Contractor. Contractor understands that it is responsible for paying, according to the law, its income tax. If Contractor is not a corporation, it further understands that it may be liable for self-employment (social security) tax to be paid by it according to law.

5.17 Debarment, Suspension and Other Responsibility Matters. Contractor, by signing this Agreement, hereby certifies that, to the best of its knowledge and belief, it:

(a) is not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this section, Contractor shall provide an explanation of such inability prior to the Effective Date of this Agreement for CCC’s consideration and evaluation, with the understanding that such inability may result in termination of this Agreement by CCC.
5.18 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect and enforceable in accordance with its terms.

5.19 **Jurisdiction and Venue.** The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.

5.20 **Public Information Act.** The parties acknowledge that CCC may be subject to the provisions of the Texas Public Information Act ("PIA"). In addition, the parties acknowledge that Contractor may be subject to the provisions of the Texas PIA. Each party authorizes the other party to submit any information provided under the Agreement or otherwise requested to be disclosed, including information labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. Neither party is obligating itself by this Agreement to submit the information to the Attorney General for a determination. Neither party shall have an obligation or duty to advocate the confidentiality of the other party’s material to the Attorney General or to any other person or entity. It is each party's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. The parties each waive any claim against the disclosing party and release from liability CCC, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Agreement or otherwise created, assembled, maintained, or held, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Agreement.

5.21 **Entire Agreement.** This Agreement supersedes all previous representations or contracts and constitutes the entire agreement between the parties. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by both parties hereto.

5.22 **No Third-Party Beneficiary.** No provision of this Agreement is intended to benefit any person or entity, nor shall any person or entity not a party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.

5.23 **Dispute Resolution.**
5.23.1 **Definition of Dispute.** “Dispute” means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of the Agreement.

5.23.2 **Negotiation.** In the event of a Dispute between the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation as set forth herein.

5.23.3 **Mediation.** If a Dispute arises between the parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the Dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

5.24 **Headings.** Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this Agreement.

5.25 **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that CCC has declared a holiday for its employees, the last day is the next business day that is not a CCC holiday.

5.26 **Gender and Number.** Words of any gender in this Agreement shall be construed to include any other gender, and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

5.27 **Stark Law, Anti-Kickback Statute, Civil Money Penalties Law, and Similar State Prohibitions.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including but not limited to the federal Stark law and regulations, the federal Anti-Kickback Act and regulations, the federal civil money penalties law and regulations, and similar state law and regulatory prohibitions, including but not limited to the Texas Health & Safety Code illegal remuneration law. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a
manner to constitute a violation of the Stark law, Anti-Kickback Act, the civil money penalties law, or similar state prohibitions.

5.28 **No Referral Obligation.** The parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly): (a) CCC’s use of any service related to Contractor, or the referral of any patients treated by CCC to Contractor; or (b) Contractor’s use of any services related to CCC, or the referral of any patients treated by Contractor to CCC. This Agreement does not prohibit a party or any employee of a party from obtaining membership on the medical staff of any other hospital or health care entity or from referring patients to or utilizing the services of any other hospital or health care entity.

**IN WITNESS WHEREOF,** the parties have duly executed this Agreement to be effective on June 1, 2013.

**CENTRAL TEXAS COMMUNITY HEALTH CENTERS**

---

Signature

Name Printed

Title

Date

**COMMUNITY CARE COLLABORATIVE**

---

Signature

Name Printed

Title

Date
ATTACHMENT A
MAP SERVICES AND COMPENSATION

A. SCOPE OF MAP SERVICES

1. **Locations.** Contractor shall provide primary care services ("MAP Services") to enrollees in the Medical Access Program ("MAP") ("Eligible MAP Patients") at Contractor clinic locations as identified in Contractor’s Scope of Project.

2. **Eligible MAP Patients.** Contractor is responsible for verifying an individual’s MAP eligibility and Primary Care Provider on the date of service using CCC’s online verification system.

3. **MAP Services.** "MAP Services” means:
   a. Adult primary and preventative health care;
   b. Pediatric primary and preventative health care;
   c. Obstetrics and gynecology services;
   d. Laboratory and radiology services ordered routinely by a Contractor provider during the patient office visit and those laboratory or radiology services recommended prior to specialist referrals as ordered by a Contractor provider and included within Contractor’s Scope of Services;
   e. Disposable medical supplies routinely provided during a provider’s office visit;
   f. Behavioral health services;
   g. Dental;
   h. Specialty care services as identified in Contractor’s Scope of Services;
   i. Pharmaceutical services for medications identified on the MAP Formulary (Attachment C), which may be provided at Contractor’s pharmacy or Contractor’s contracted pharmacy; and
   j. Other services as outlined in the MAP Handbook upon the Effective Date and within Contractor’s Scope of Services. CCC shall provide Contractor 30 (thirty) days notice of any changes to the MAP Handbook.

4. **Appointments.** Contractor shall provide Eligible MAP Patients with timely appointments.

B. CO-PAYMENTS

Contractor shall collect Co-payments pursuant to the terms of this section. A “Co-payment” means the fee that an Eligible MAP Patient is obligated to pay to Contractor under the MAP guidelines as established by CCC for each face-to-face meeting between an Eligible MAP Patient and a provider as defined herein. For some Eligible MAP Patients, the Co-payment may be Zero Dollars ($0.00). As of the Effective Date, except for those Eligible MAP Patients who have a $0.00 Co-payment, the Co-payment is Ten
Dollars ($10.00); said fee will automatically be amended under this Agreement to match any fee set by CCC during the term(s) of this Agreement. CCC will attempt to notify Contractor in writing at least thirty (30) days in advance of any Co-payment increase. However, CCC is not responsible for any loss of revenue by Contractor due to the increased Co-payment amount if the increase goes into effect less than thirty (30) days from the date of CCC’s notice to Contractor.

1. Contractor shall collect from each Eligible MAP Patient a Co-payment of $10.00 (or such rate as is set and approved by CCC), unless the patient’s Co-payment is $0.00, at each face-to-face meeting between an Eligible MAP Patient and a provider. The Co-payment may be collected from or billed directly to the patient.

2. Contractor shall not deny services to any Eligible MAP Patient who is unable to submit the full Co-payment.

3. Contractor may offer Eligible MAP Patients who are unable to submit the full Co-payment the option to work out a payment schedule.

4. Contractor shall not bill any Eligible MAP Patient for any difference between the customary cost of services and prices that have been agreed to pursuant to this Agreement, except for the Co-payment as provided herein.

C. CLAIMS AND SUBMISSION DEADLINE

1. **Claims.** Contractor shall submit to CCC a separate and complete CMS 1500 form for each Eligible MAP Patient to whom MAP Services are provided. Contractor shall use its best efforts to submit electronic claims through CCC’s claims clearinghouse. At a minimum, each CMS 1500 claim shall include the following information for each Eligible MAP Patient:

   - ID number;
   - Name;
   - Date of birth;
   - Residence address;
   - Date of service;
   - Procedures/services provided (CPT);
   - Modifiers;
   - Diagnoses (ICD-9); and
   - Fee for procedure/service provided.

2. **Claims Submission Deadline.** Contractor must submit final claims for MAP Services rendered during the Agreement Term to CCC within ninety-five (95) calendar days after the date services are rendered. CCC shall have no obligation to pay claims or bills received after ninety-five (95) calendar days after the date Services are rendered. If this Agreement is terminated prior to the expiration of any Agreement Term, Contractor must submit final claims for MAP Services rendered during the
Agreement Term to CCC within sixty (60) calendar days after the Termination Date. CCC shall have no obligation to pay claims or bills received after sixty (60) calendar days after the Termination Date if this Agreement is terminated prior to the expiration of any Agreement Term. In the event CCC requests additional information in order to process a claim, Contractor shall provide such additional information within sixty (60) calendar days of CCC’s request.

D. CCC RESPONSIBILITIES

1. **Eligibility.** CCC shall ensure access to an on-line eligibility system so that Contractor can verify an individual’s MAP eligibility.

2. **Enrollee Reports.** CCC shall provide monthly enrollee reports in a mutually agreed-upon format and medium if requested by Contractor.
ATTACHMENT B
EXPANDED SERVICES AND COMPENSATION

A. SCOPE OF EXPANDED SERVICES

1. Locations. Contractor shall provide Expanded Services, as defined herein, to Additional Eligible Patients, as defined herein, at Contractor clinic locations as identified in Contractor’s scope.

2. Additional Eligible Patients.
   a. Contractor agrees to provide Expanded Services to Additional Eligible Patients.
   b. An “Additional Eligible Patient” must:
      i. be at least eighteen (18) years of age;
      ii. be a resident of Travis County, which is determined by proof of actual residence in the county or the person’s stated intention to reside in Travis County for an indefinite period, together with a statement that the person did not move into Travis County solely to seek health care assistance;
      iii. have a household income at or below two hundred percent (200%) of the Federal Poverty Income Guidelines that are applicable to a household with the same number of persons as the household of the potential client or who meets other specific income guidelines set forth as applicable to a specific program identified in this Agreement; and
      iv. be otherwise uninsured.
   c. Contractor is responsible for verifying that an individual is an Additional Eligible Patient on the date of service.

3. Expanded Services means:
   a. Adult primary and preventative health care;
   b. Pediatric primary and preventative health care;
   c. Obstetrics and gynecology services;
   d. Laboratory and radiology services ordered routinely by a Contractor provider during the patient office visit and those laboratory and radiology services recommended prior to specialist referrals as ordered by a Contractor provider and included within Contractor’s Scope of Services;
   e. Disposable medical supplies routinely provided during a provider’s office visit;
   f. Behavioral health services;
   g. Dental;
   h. Specialty care services as identified in Contractor’s Scope of Services
   i. Pharmaceutical services for medications identified on the MAP Formulary (Attachment D), which may be provided at Contractor’s pharmacy or Contractor’s contracted pharmacy; and
j. Other services as outlined in the MAP Handbook and within Contractor’s Scope of Services.

4. **Appointments.** Contractor shall provide Additional Eligible Patients with timely appointments.

**B. CO-PAYMENTS**
Contractor shall collect a Co-payment based on the Contractor’s current patient responsibility policies from each Additional Eligible Patient for each office visit or consultation.

**C. ENCOUNTER DATA AND INVOICES**

1. **Encounter Data.** Contractor shall submit monthly to CCC electronically all data necessary to generate encounter reports for Expanded Services provided to Additional Eligible Patients under this Agreement. Contractor shall submit at least the following data elements to a secured FTP site:
   - Patient name;
   - Date of birth;
   - Residency address;
   - Date of service;
   - All Procedures and services provided (CPT);
   - All Diagnoses (ICD-9);
   - Name and title of provider rendering care; and
   - Clinic location.

2. **Submission Deadline.** Contractor must submit final claims for services rendered during the Agreement Term to CCC within ninety-five (95) calendar days after the date services are rendered. CCC shall have no obligation to pay claims or bills received after ninety-five (95) calendar days after the date Services are rendered. If this Agreement is terminated prior to the expiration of any Agreement Term, Contractor must submit final claims for Services rendered during the abbreviated Agreement Term to CCC within sixty (60) calendar days after the Termination Date. CCC shall have no obligation to pay claims or bills received after sixty (60) calendar days after the Termination Date if this Agreement is terminated prior to the expiration of any Agreement Term. In the event CCC requests additional information in order to process a claim, Contractor shall provide such additional information within sixty (60) calendar days of CCC’s request.
DELEGATED CREDENTIALING AGREEMENT

This Credentialing Delegation Agreement ("Agreement") is made as of June 1, 2013 (the "Effective Date") by and between the Community Care Collaborative, a Texas non-profit corporation ("CCC"), and Central Texas Community Health Centers d/b/a CommUnityCare, a Texas non-profit corporation ("Provider") (individually a "Party", collectively "Parties").

RECATALS

A. CCC desires to provide an integrated delivery system ("IDS") which includes comprehensive medical services to eligible patients under the terms of an Agreement for Primary Care Services By and Between Community Care Collaborative and Central Texas Community Health Centers ("Provider Agreement"); and

B. Provider operates a public Federally Qualified Health Center ("FQHC") that receives a Federal grant pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. 254b, ("Section 330") administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services, to provide community-based comprehensive primary and preventive health care and related enabling services to medically underserved populations residing throughout Travis County, regardless of the individual’s or family’s ability to pay for such services; and

C. CCC desires that Provider perform certain credentialing services on behalf of CCC, and Provider desires to perform such services within the scope of the Provider Agreement.

Now, therefore, CCC and Provider agree as follows:

ARTICLE ONE
DEFINITIONS

1.1 Credentialing Delegation Policies and Procedures means those policies and procedures adopted by CCC relating to the delegation of credentialing activities, as amended by CCC from time to time.

1.2 Credentialing Program Assessment Policies and Procedures means those policies and procedures adopted by CCC relating to the assessment of its credentialing program, as amended by CCC from time to time.

1.3 HHSC means the Texas Health and Human Services Commission.

1.4 Provider Agreement means that certain agreement between CCC and Provider whereby Provider has agreed to provide medical and/or healthcare services to Members enrolled in Benefit Plans (as those terms are defined in Provider Agreement).
1.5 Provider Facility means a healthcare facility owned or operated by Provider.

1.6 Provider Physician means a physician who through an employment or contractual arrangement provides medical services on behalf of Provider.

1.7 Provider Practitioner means a licensed or certified healthcare provider who is not a physician or facility and who through an employment or contractual arrangement provides healthcare services on behalf of Provider.

1.8 Provider Physicians, Practitioners and Facilities means Provider Physicians, Provider Practitioners and Provider Facilities.

1.9 Provider PCP means a Provider Physician who specializes in pediatrics, family medicine, internal medicine, or obstetrics and gynecology and who generally provides primary care physician services.

1.10 TDI means the Texas Department of Insurance.

ARTICLE TWO
CONSIDERATION

2.1 CCC enters into this Agreement in order to more efficiently credential and re-credential Provider Physicians, Practitioners and Facilities.

2.2 Provider enters into this Agreement in order to participate in the IDS and to help ensure that Provider Physicians, Practitioners and Facilities are credentialed as efficiently and expeditiously as possible.

2.3 The Parties each acknowledge and agree that the mutual consideration represented herein is sufficient for them to each enter into this Agreement.

ARTICLE THREE
PROVIDER’S REPRESENTATIONS AND WARRANTIES

3.1 Provider represents and warrants to CCC as follows:

a. Provider does, and will continue to, satisfy National Committee for Quality Assurance (NCQA) credentialing standards, as well as applicable credentialing requirements and policies issued by the Health Resources and Services Administration (HRSA), including but not limited to requirements set forth in Policy Information Notices #2001-16 and 2002-22.

b. Provider has reviewed CCC’s Credentialing Delegation Policies and Procedures and Credentialing Program Assessment Policies and Procedures.

c. Provider does, and will continue to, satisfy CCC’s requirements for credentialing delegation as provided in the most recent versions of CCC’s Credentialing

d. Provider acknowledges and agrees that CCC retains the right, at its sole discretion, to amend, add, change, or modify the Credentialing Delegation Policies and Procedures or the Credentialing Program Assessment Policies and Procedures at any time, provided that such amendments and/or modifications do not adversely impact Provider’s ability to comply with the HRSA requirements and policies set forth in Section 3.2(a) above.

3.2 CCC’s Representations and Warranties:

a. CCC represents and warrants that it has completed an initial assessment of Provider and has determined that Provider is able and qualified to engage in the credentialing activities identified below; provided that Provider has not, in the course of the initial assessment, misrepresented its qualifications and abilities.

ARTICLE FOUR
DELEGATION OF CREDENTIALING ACTIVITIES

4.1 For the term of this Agreement, CCC delegates to Provider the credentialing activities identified in Sections 4.3, 4.4, and 4.5, as applicable.

4.2 CCC will conduct any and all credentialing activities not identified in Sections 4.3, 4.4 and 4.5, including:

a. Credentialing committee review and decision-making to approve or deny Provider Physicians, Practitioners and Facilities at both initial credentialing and recredentialing;

b. Review and approve, deny, suspend or terminate Provider Physicians, Practitioners and Facilities for participation in the Provider Agreement; and

c. Handling credentialing/recredentialing decision appeals.

CCC retains ultimate responsibility for any and all credentialing activities, whether delegated or not delegated.

4.3 Provider will provide the following credentialing and re-credentialing services for Provider Physicians, Practitioners and Facilities, as more fully described in CCC’s Credentialing Delegation Policies and Procedures:

a. Processing applications for credentialing and re-credentialing;

b. Verification from NCQA-approved primary sources of all required information for primary source verification and routine monitoring including, but not limited to, state licensing agencies, independent accreditation agencies, federal and state
drug enforcement agencies and agencies and companies responsible for the administration of Medicare and Medicaid;

c. Ongoing monitoring of member complaints, state licensing agency complaints and sanctions, Medicare/Medicaid program exclusions and other sanctions;

d. Verification, from the carrier(s), of general liability insurance and professional malpractice coverage for employees; and

e. Oversight of any credentialing activities sub-delegated to credentials verification organizations or provider organizations.

4.4 Provider will provide site visits and medical record keeping practice reviews for Provider PCPs, as more fully described in CCC’s Credentialing Delegation Policies and Procedures.

4.5 Provider will provide the following credentialing and recredentialing services for Provider Facilities, as more fully described in CCC’s Credentialing Delegation Policies and Procedures:

a. Confirmation that Provider Facility is in good standing with the state and federal regulatory bodies;

b. Confirmation that Provider Facility is currently certified to provider services in the Medicare and Medicaid program through:

i. A Medicare and Medicaid approved independent accrediting body; or

ii. A Medicare and Medicaid approved governmental agency.

4.6 Provider may sub-delegate certain credentialing activities provided that the sub-delegation arrangements are pre-approved, in writing, by CCC. Provider must obtain CCC’s prior written approval to change an approved sub-delegation arrangement.

ARTICLE FIVE
REPORTING

CCC and Provider shall provide each other with ongoing information as required by, and in accordance with, CCC’s Credentialing Delegation Policies and Procedures and Credentialing Program Assessment Policies and Procedures.

ARTICLE SIX
CREDENTIALING PROGRAM ASSESSMENT

6.1 In accordance with the Credentialing Delegation Policies and Procedures and Credentialing Program Assessment Policies and Procedures, CCC shall conduct periodic assessments of Provider’s credentialing program.
6.2 Provider shall provide access to all records necessary to assess Provider’s credentialing program.

6.3 CCC shall request corrective action for any deficiencies identified during its assessments. Provider shall respond in writing within thirty (30) days of receipt of a request for corrective action from CCC, and shall complete corrective action in a manner and timeframe acceptable to CCC.

6.4 Upon request, Provider shall provide access to credentialing files and records for duly authorized representatives of the federal Department of Health and Human Services, the Texas Health and Human Services Commission, and other agencies with appropriate jurisdiction.

6.5 Provider agrees to provide access to credentialing files and records for NCQA reviewers as necessary to facilitate CCC’s NCQA accreditation process.

6.6 The Parties agree that release of any credentialing information that contains Protected Health Information (“PHI”), as that term is defined by the Health Insurance Portability and Accountability Act (“HIPAA”), shall be limited to the minimum necessary to accomplish the activities governed by this Agreement.

ARTICLE SEVEN
TERM

7.1 The term of this Agreement shall run concurrently with Provider Agreement unless terminated sooner as provided in this Agreement.

7.2 Either Party may terminate this Agreement, with or without cause, by providing the other Party thirty (30) days advance written notice.

7.3 In the event this Agreement terminates, the Parties will develop a mutually agreeable transfer of Provider’s credentialing information to CCC or a designee of CCC.

ARTICLE EIGHT
CONFIDENTIALITY

8.1 Provider and CCC shall use information shared pursuant to this Agreement only for credentialing and re-credentialing. Provider and CCC agree to hold all provider and member information shared under the terms of this Agreement confidential, except as otherwise required by law.

8.2 The Parties acknowledge and agree that they are each a Covered Entity, as that term is defined by HIPAA and under similar Texas law. Each Party shall comply with the privacy and security rules of HIPAA and similar Texas law.

8.3 Assessment documents, corrective action, reports, correspondence and other documentation relating to credentialing delegation are protected from discovery under federal and state law. In the event Provider is requested to disclose any such information
by deposition, interrogatories, subpoena, or similar legal process or by court or administrative order, Provider shall immediately upon receiving any such request, process or order, and if reasonably possible before any disclosure in response thereto, notify CCC so that CCC may seek an appropriate and timely order or take such action as it deems advisable in respect thereto. In the event that a protective order or other legal remedy is not obtained, Provider shall furnish only that portion of the information which Provider is advised by written opinion of counsel is legally required and shall exercise its best efforts to assist CCC to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the information that is disclosed.

ARTICLE NINE
MISCELLANEOUS

9.1 Force Majeure. Notwithstanding anything in this Agreement to the contrary, CCC and Provider shall each be excused, discharged and released from performance under this Agreement to the extent such performance is limited, delayed or prevented in whole or in part for any reason whatsoever not reasonably within the control of the affected Party, including but not limited to any acts of God, war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), any strike and/or industrial dispute, work stoppage, embargo or ban, non-performance of suppliers, transportation delays or by any law, regulation or order. In the event that any action of a government authority impairs, limits or delays CCC’s performance of any obligation hereunder, CCC shall be excused from such performance, and CCC’s failure to perform such obligation for such reason shall not constitute a breach of this Agreement. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as such conditions cease, the Party affected thereby shall promptly fulfill its obligations under this Agreement.

9.2 Amendments. Except as otherwise provided in this Agreement, this Agreement may be amended in writing as mutually agreed upon by the parties. In addition, CCC may, acting on its own initiative or at the request of HHSC or TDI, amend any provision of this Agreement to conform to mandatory changes in the law. CCC shall provide Provider with at least ninety (90) days advanced written notice, of a proposed amendment of any material term or condition of this Agreement, prior to the effective date of the amendment. Provider’s failure to accept or object to any such amendment, shall give the Provider the right to terminate this Agreement upon no more or less than ninety (90) days’ prior written notice.

9.3 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter, superseding all oral or written, previous or contemporaneous agreements between the Parties. This Agreement is executed contemporaneously with the Provider Agreement.

9.4 Waiver. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No act, delay or omission done, suffered or permitted by a Party shall be deemed to exhaust or impair any right, remedy or power of such Party hereunder.
9.5 **Severability.** Should any clause or provision hereof be held to be invalid or legally unenforceable, such ruling shall in no way affect the validity or enforceability of any other clause or provision hereof, and this Agreement shall be reformed to eliminate the invalid or unenforceable provision in a manner that most closely approximates the intent of the Parties with respect to this Agreement.

9.6 **Assignment.** This Agreement shall not be assigned, sublet, delegated or transferred by Provider without the prior written consent of CCC. This Agreement may be assigned by CCC without prior written consent.

9.7 **Governing Law.** This Agreement shall be governed by federal law and the laws of the State of Texas.

9.8 **Venue.** The Venue for any dispute arising from or relating to this Agreement shall be Austin, Travis County, Texas.

9.9 **Contracts with Other Parties.** Nothing in this Agreement shall prevent Provider from contracting with any health maintenance organization or other pre-paid health plans other than CCC, or shall prevent CCC from contracting with any healthcare provider other than Provider.

9.10 **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be deemed given if sent by certified mail, return receipt requested, Postage prepaid, or by personal delivery or confirmed telecopy, to CCC at:

To CCC:  
Community Care Collaborative  
Larry Wallace, Interim Executive Director  
(or his successor in office)  
1111 E. Cesar Chavez  
Austin, Texas 78702

To Contractor:  
Central Texas Community Health Centers  
Leslee Froehlich (or her successor in office)  
15 Waller Street  
Austin, Texas 78702  
with a copy to Attn: Credentialing

or at such other address as either CCC or Provider shall designate by like notice to the other Party. Any notice given by mail in the manner specified herein shall be deemed received on the date indicated on the return receipt card. Any notice given by telecopy or personal delivery shall be deemed received on the date of transmission or delivery, as the case may be.

9.11 **Liability.** Each Party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. No Party to this Agreement shall be responsible for the acts and omissions of entities or individuals not a party to this Agreement.
9.12 **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the Party may be entitled.

9.13 **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to the other Party hereto.

9.14 **Costs Associated with this Agreement.** Except as otherwise provided herein, each Party shall bear the costs of its own legal, accounting, and other services necessary to comply with its duties and obligations under this Agreement.

9.15 **Confidentiality of Proprietary Information.** The Parties acknowledge that in connection with their performance under this Agreement, each may have access to proprietary, non-public information concerning the other's business and operations, including, but not limited to, the terms of this Agreement ("Confidential Information"). The Parties agree that neither will utilize or disclose to any third party the other Party's Confidential Information for any purpose other than the performance of this Agreement, except as required by law or expressly authorized by the other Party. Any confidential material or information shall be returned to the originating Party upon termination of the Agreement.

IN WITNESS WHEREOF, CCC and Provider have entered into this Agreement as of the Effective Date.

CCC

________________________________________

By: ________________________________

Title: ________________________________

Date: ________________________________

CommUnityCare

________________________________________

By: ________________________________

Title: ________________________________

Date: ________________________________
Community Care Collaborative Presentation to:
CCC Board of Directors

DSRIP Project Management
Cope Health Solutions
June 10, 2013
Community Care Collaborative

- Powers reserved to the CH Board and Seton’s Board under Section 3.8:
  15. Approval of any contract greater than $100,000 or with a term longer than one year
Community Care Collaborative

- 14 Delivery System Reform Incentive Projects submitted to CMS
- Project Valuation - $237 million
- Timeline – DY2 – DY5
  - October 2012 – September 2016
Community Care Collaborative
DSRIP Project Valuation

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Scope of Work:
1. Provide Project Management services
2. Assess resources and requirements for DSRIP projects
3. Completion of DSRIP project tasks that satisfy required metrics to achieve DSRIP project payments
4. Prepare reports and updates for submission to HHSC
5. Assist with anchor entity responsibilities
Community Care Collaborative

• Contractor Requirements
  – Successful large-scale healthcare project implementation
  – Seasoned management team/Clinical resources
  – Experience in community-based projects/FQHC
  – HIE IT experience

• Preferences
  – Experience in safety net population
  – Familiar with 1115 waiver
Community Care Collaborative

- Selected Vendor
  - Cope Health Solutions
    - Non-profit entity
    - Successful implementation in community-based healthcare projects
    - Familiar with California 1115 waiver
    - Lead role in RHP Plan development for Texas 1115 Waiver in Region 10 (JPS – Fort Worth)
Community Care Collaborative

• Proposal
  – Completion of 14 DY2 DSRIP Project metrics for an amount NTE $1,599,000

• Recommendation
  – Approval of contract between Cope Health Solutions and Community Care Collaborative