

**AGREEMENT TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME
INDIVIDUALS**

BETWEEN

THE TOWN OF PROSPER, TEXAS

AND

COOK CHILDREN'S MEDICAL CENTER - PROSPER

THIS AGREEMENT is made this __ day of March, 2026, by and between the Town of Prosper, Texas ("Prosper"), located at 250 W. First Street, Prosper, Texas 75058 and Cook Children's Medical Center - Prosper ("Hospital"), a non-profit corporation organized and existing under the laws of the State of Texas, located 4200 W. University Drive, Prosper, Texas 75078.

RECITALS:

WHEREAS, Hospital is a non-profit hospital that plays a vital role in the health care safety net by supporting programs that benefit the indigent, uninsured, and underinsured population in the State of Texas;

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must maintain a contract with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act (SSA)) nor eligible for assistance under Medicaid (Title XIX of the SSA);

WHEREAS, Hospital desires to affirm its commitment to Prosper to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and

WHEREAS, Prosper agrees to accept such commitment on behalf of the citizens of Prosper, Texas.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, by and between the parties to this Agreement, as follows:

1. Commitment of Hospital to Provide Care to the Indigent, Uninsured, and Underinsured.

During the term of this Agreement, Hospital agrees to continue its historic commitment to the provision of healthcare to indigent, uninsured and underinsured residents of the State of Texas, including low-income residents who do not qualify for Medicaid or Medicare. In any event, Hospital will assure that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of Town of Prosper.

- a. Prosper accepts the commitment of Hospital set forth above;
- b. Prosper acknowledges that Hospital's commitment to provide healthcare to indigent, uninsured and underinsured residents of the State of Texas extends back to the date that Hospital opened in 2023; and
- c. Prosper shall provide to Hospital the name, title, email address, and phone number of a government official who can certify the status of this Agreement. The Health Resources and Services Administration's Office of Pharmacy Affairs (OPA) may send to the government official an email asking the government official to certify the status of this Agreement. Prosper will ensure that the government official responds to the email from OPA by certifying the status of this Agreement within five days of receiving the email.

3. Representations of Hospital.

Hospital represents that as of the date hereof:

- a. Hospital is a corporation duly organized and validly existing in good standing under the laws of the State of Texas with the corporate power and authority to enter into and perform its obligations under this Agreement; and
- b. Hospital is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under applicable laws of the State of Texas.

4. Termination.

This Agreement shall continue until terminated by either party upon not less than sixty (60) days' prior written notice to the other party.

5. Notice.

All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Send to: Town of Prosper, Texas
Attention: Town Manager
250 W. First Street
Prosper, Texas 75078

Send to: Cook Children's Medical Center - Prosper
Attention: Chief Legal Officer
801 Seventh Avenue,
Fort Worth, Texas 76104

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excepting any conflict of law provisions which would serve to defeat application of the State of Texas substantive law.

7. Entire Agreement

This Agreement supersedes all previous contracts and constitutes the entire agreement of whatsoever kind or nature, existing between or among the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, Hospital and Prosper have executed this Agreement as of the day and year first written above by their duly authorized representatives.

**COOK CHILDREN'S MEDICAL
CENTER - PROSPER**

THE TOWN OF PROSPER, TEXAS

Name:

Name: David F. Bristol

Title:

Title: Mayor

Date:

Date: February 10, 2026