

# ~~Mobile Medical Unit Advisory Council~~Health Care for the Homeless Co-Applicant Board & Pinellas County Board of County Commissioners **Co-Applicant Agreement**

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*Approved by Mobile Medical Unit Advisory Council/~~HCH Co-Applicant Board~~, June 2, 2015*

*Approved by Board of County Commissioners, August 18, 2015*

## *Proposed Changes:*

- Name change from MMUAC to HCH Co-Applicant Board
- MMU changed to health center to reflect all sites (MMU & Bayside Health Clinic)
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*The ~~Mobile Medical Unit Advisory Council (MMUAC)~~Health Care for the Homeless Co-Applicant Board (Co-Applicant Board) serves as the patient/community-based governing board to set health center policy for the ~~Healthcare~~Health Care for the Homeless Program on behalf of the Pinellas County Board of County Commissioners. As a public center, the ~~MMUAC-Co-Applicant Board~~ includes a representative majority of consumer/patient representatives, meets monthly and fulfills all the required authorities of a governing board. The purpose of the co-applicant arrangement is for the co-applicant board to oversee the implementation of the Section 330 grant and the operation of the ~~Healthcare~~Health Care for the Homeless Program ~~via the Mobile Medical Unit~~*

| operated by the Pinellas County Human Services Department in accordance with the terms of this Agreement and the Bylaws as adopted by the BCC and ~~MMUAC~~Co-Applicant Board.

## CO-APPLICANT AGREEMENT

### BETWEEN

~~Mobile Medical Unit Advisory Council (MMUAC)~~ Health Care for the Homeless Co-Applicant Board (Co-Applicant Board)

### AND

**Pinellas County Board of County Commissioners (BCC)**

This Co-Applicant Agreement (hereinafter referred to as "Agreement") is entered into this June 2, 2015, by and between the ~~Mobile Medical Unit Advisory Council (MMUAC)~~ Health Care for the Homeless Co-Applicant Board (Co-Applicant Board) and the Pinellas County Board of County Commissioners (BCC), herein represented by ~~MMUAC-Co-Applicant Board~~ and BCC, defined below, shall be collectively referred to as the "Parties").

### Recitals

**Whereas**, the ~~MMUAC-Co-Applicant Board~~ was established to serve as an advocate for consumers of the ~~Healthcare~~ Health Care for the Homeless program and per HRSA governance requirements, to oversee operations of the ~~Healthcare~~ Health Care for the Homeless program in Pinellas County; and

**Whereas**, The ~~Co-Applicant Board MMUAC~~ will assist the Pinellas County Human Services (PCHS) department to implement health services for homeless residents of Pinellas County. These services represent a significant effort by the PCHS to assure that homeless residents have access to an organized system of health care; and

**Whereas**, The ~~Co-Applicant Board MMUAC~~ shall review budgets that are included as part of the 330(h) initial and renewal applications; and

**Whereas**, The ~~Co-Applicant Board MMUAC~~ shall participate in the planning of the grant application to the U.S. Department of Health and Community Services (HHS), Health Resources and Services Administration, Bureau of Primary Health Care, under Section 330(h) of the Public Health Services Act for operation of a Federally Qualified Health Center; and

**Whereas**, pursuant to such funding by the HHS, the BCC and the ~~Co-Applicant Board MMUAC~~ must set forth the responsibilities of each party; and

**Whereas**, the BCC wishes to give support to the ~~Co-Applicant Board MMUAC~~, and recognizes the powers, privileges, and functions of each party as contained herein.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth in this Agreement, the receipt and adequacy of which are acknowledged by the Parties to this Agreement, ~~Co-Applicant Board MMUAC~~ and the BCC hereby agree as follows:

#### **1. Co-Applicant Board's MMUAC's Role.**

##### **1.1. MMUAC-Co-Applicant Board's Purpose:**

The ~~Co-Applicant Board MMUAC~~ shall oversee the implementation of the Section 330 grant and the operation of the ~~Healthcare~~Health Care for the Homeless Program operated by the Pinellas County Human Services Department in accordance with the terms of this Agreement and the Bylaws as adopted by the BCC and ~~Co-Applicant Board MMUAC~~. The Bylaws are incorporated herein by reference and attached as Exhibit A. The ~~Co-Applicant Board MMUAC~~ will provide guidance and assist the BCC and the PCHS Department to implement health services for Pinellas County homeless residents. These services shall provide assurance that homeless Pinellas County residents have access to an organized system of health care, and shall assure that County residents have adequate access to categorical public health programs. The ~~Co-Applicant Board MMUAC~~, BCC and PCHS Department shall be particularly committed to meeting the needs of the homeless population in the county.

1.2. Composition of and Appointments to the ~~Co-Applicant Board MMUAC~~.

The ~~Co-Applicant Board MMUAC~~ shall present nominations for vacancies on the ~~Co-Applicant Board MMUAC~~ to the BCC for consideration and appointment consistent with its bylaws. Both the ~~Co-Applicant Board MMUAC~~ and the BCC shall work to maintain the same ratio of consumer members, provider members and community members as set out in the Board Composition section of the ~~MMUAC~~ Bylaws and required by Section 330 policies and guidelines.

1.3. Joint Application

The BCC and ~~Co-Applicant Board MMUAC~~ will take such actions as are required to make application for the Section 330 grant. They shall also take the steps necessary to name Pinellas County and the ~~Co-Applicant Board MMUAC~~ as co-applicants in these actions.

1.4. Governance Authorities and Responsibilities for Operation of the Health Center.

The ~~Co-Applicant Board MMUAC~~ shall exercise the following authorities and responsibilities of a co-applicant as set forth in Section 330, its implementing regulations and related BCC policies. These authorities and responsibilities include:

1.4.1. Access to Care: To increase the accessibility of primary care services to the homeless population which experiences a shortage of primary care.

1.4.2. Program Evaluation: Evaluating the ~~MMU-HCH~~ achievements at least annually and utilizing the knowledge gained thereby to revise the ~~MMU health center's~~ goals, objectives, plan and budget as necessary and appropriate, including providing advise regarding the establishment of linkages with other health care providers and/or health care programs.

1.4.3. Evaluation of Project Director: The Project Director shall be primarily responsible for the management and operation of the ~~Healthcare~~Health Care for the Homeless Program. The ~~Co-Applicant Board MMUAC~~ shall have the authority to suspend, remove, appoint and/or reappoint a person to the position

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of Project Director in accordance with the Pinellas County personnel rules and other procedures and policies of the Board of County Commissioners. The ~~Co-Applicant Board MMUAC~~ shall participate in the annual performance evaluation of the Project Director, to be conducted in accordance with HHS Health Resources and Services Administration's Bureau of Primary Health Care's Program Requirements ~~and Pinellas County personnel policies~~.

1.4.4. Personnel Policies: Personnel policies and procedures of the health center shall be those adopted by the Board of County Commissioners for Pinellas County employees (See Section 2.1.6 below). The ~~Co-Applicant Board MMUAC~~ may make recommendations to the BCC regarding the terms and conditions of those agreements as might benefit the operation of the ~~Healthcare~~Health Care for the Homeless Program.

1.4.5. Compliance: Evaluating itself periodically for efficiency, effectiveness, and compliance with all requirements imposed upon community health centers, as set forth in Section 330 of the Public Health Service Act, 42 U.S.C. § 254b;

In conjunction with Human Services, assuring that the ~~Health care~~Care for the Homeless Program is operated in compliance with applicable Federal, State and local laws and regulations; and

1.4.6. Subject to Section 2.1 of this Agreement, performing all other authorities and responsibilities that are required by Section 330 and its implementing regulations and policies to be vested in a Section 330-compliant governing Board.

1.4.7. Financial Plan and Budget: The Project Director, in collaboration with the finance department, shall prepare a budget and financial plan for each fiscal year, in accordance with Pinellas County policies and procedures. The ~~Co-Applicant Board MMUAC~~ shall annually review and approve the budget prepared by PCHS for the operation of the ~~Healthcare~~Health Care for the Homeless Program and recommend this budget to the BCC. The ~~Co-Applicant Board MMUAC~~ and BCC shall jointly approve the annual project period Service Area Competition grant application and Section 330 budget submitted to the Bureau of Primary Health Care.

1.4.8. Amendments to the Budget: Pinellas County budget policies and procedures will be utilized for all amendments to the jointly adopted ~~Healthcare~~Health Care for the Homeless Program budget. Amendments requiring full approval of the BCC shall also require approval of the ~~Co-Applicant Board MMUAC~~. ~~Co-Applicant Board MMUAC~~ approval shall either be obtained prior to the submission of the adjustment to the BCC or the action of the BCC shall be contingent upon the concurrence of the ~~Co-Applicant Board MMUAC~~.

1.4.9. Strategic Planning: The ~~Co-Applicant Board MMUAC~~ shall participate in the strategic planning process based on (i) an assessment of the health care needs of the community served by the ~~MMU~~health center, (ii) the scope and capabilities of other health care providers in the community, (iii) the resources available to the ~~MMU~~health center; and (iv) any policy changes that may be required to comply with such strategic plan.

**2. The BCC's Role.**

2.1. Governance Authorities and Responsibilities for the Health Center.

The BCC shall exercise certain governance responsibilities and authorities with respect to the MMU Health Care for the Homeless Program. These authorities and responsibilities include:

2.1.1. Access to Care: To arrange for the provision of comprehensive primary care services to the homeless residents of the Medically Underserved Areas (MUAs)/Medically Underserved Populations (MUPs) of Pinellas County.

2.1.2. Financial Management: Developing, adopting, and periodically updating policies for financial management practices, including a system to assure accountability for Health health Center-center resources, and long-range financial planning in conjunction with MMUAC;

2.1.3. Internal Controls: Developing, adopting, and periodically updating internal control procedures to ensure sound financial management procedures as well as purchasing policies and standards;

2.1.4. Personnel Policies: Developing, adopting, and periodically updating personnel policies and procedures that shall be applicable to all County employees. Policies and procedures shall set forth selection, performance review/evaluations, and dismissal procedures, employee compensation, including wage and salary scales and benefit packages, position descriptions and classification, employee grievance procedures, and which shall meet all Federal and/or State employment requirements including, but not limited to, equal employment opportunity, drug free workplace, and non-discrimination laws;

2.1.5. Strategic Planning: The BCC conducts annual strategic planning workshops that drive the departments programs and work activities for the year including the Pinellas County Health Program/Health Care for the Homeless Program. In conjunction with the The Co-Applicant Board MMUAC builds off the BCC driven goals and further, developing develops and adopting adops an the annual strategic plan; and

2.1.6. Compliance: In conjunction with the Co-Applicant Board MMUAC, assuring that the Health eare-Care for the Homeless Program is operated in compliance with applicable Federal, State and local laws and regulations.

2.2. Operational Responsibilities.

The BCC shall fulfill the following obligations with respect to Health eare-Care for the Homeless Program:

2.2.1. Applying for and maintaining all licenses, permits, certifications, and other approvals necessary for the operation of the Health eare-Care for the Homeless Program.

- 2.2.2. Budget: The Project Director, in collaboration with the finance department, shall prepare a budget and financial plan for each fiscal year, in accordance with Pinellas County policies and procedures. The Co-Applicant Board MMUAC shall annually review and approve the budget prepared by PCHS for the operation of the Health\_eCare for the Homeless Program. The MMUAC shall review and approve the annual Section 330 grant budget and recommend this budget to the BCC. The Co-Applicant Board MMUAC and BCC shall jointly approve the annual project period's Service Area Competition Section 330 budget submitted to the Bureau of Primary Health Care.
- 2.2.3. Amendments to the Budget: Pinellas County budget policies and procedures will be utilized for all amendments to the jointly adopted Health\_eCare for the Homeless Program budget. Amendments requiring full approval of the BCC shall also require approval of the Co-Applicant Board MMUAC. Co-Applicant Board MMUAC approval shall either be obtained prior to the submission of the adjustment to the BCC or the action of the BCC shall be contingent upon the concurrence of the Co-Applicant Board MMUAC.
- 2.2.4. Revenues: In accordance with Federal Section 330 regulations, receiving, managing and disbursing Health\_eCare for the Homeless Program revenues, if any, consistent with the Health\_eCare for the Homeless Program budget approved and Federal Program Requirements in accordance with this Agreement. Co-Applicant Board MMUAC shall not be required to disburse funds for any expenditure not authorized by a budget approved in accordance with this Agreement. BCC shall advise in writing to the Co-Applicant Board MMUAC before implementing any material change in the Health\_eCare for the Homeless Program approved budget.
- 2.2.5. Personnel: Directly employing or contracting for all Health\_eCare for the Homeless Program personnel (including the Project Director, other key management, and all clinical, administrative, and support staff) as may be necessary to operate the Health\_eCare for the Homeless Program and to furnish, or arrange for the provision of, the full range of primary, preventive, and supplemental health care services required by Section 330. Clinicians hired by the Health\_eCare for the Homeless Program shall meet the credentialing requirements and qualifications established by the BCC State of Florida.
- 2.2.6. Internal Controls: Developing and establishing management and control systems for the Health\_eCare for the Homeless Program-program that are in accordance with sound financial management procedures, including:
- 2.2.6.1. The establishment of billing and collection systems pursuant to which MMU-the health center shall make every reasonable effort to bill and collect payment from patients in accordance with the fee schedule and schedule of discounts established in accordance with 42 CFR §51c.303 and other billing and collection policies developed in consultation with the BCC, as well as make reasonable efforts to bill and collect payments without application of any discounts from public and private third party payors; and

- 2.2.7. Financial Reports: On behalf of the BCC, PCHS is responsible for preparing monthly financial and operational reports for the Co-Applicant Board MMUAC, and any other reports reasonably requested by the Co-Applicant Board MMUAC in order to enable the Co-Applicant Board MMUAC to fulfill its responsibilities for the Health\_eCare for the Homeless Program;
- 2.2.8. Management Operations: ~~Under the direction of the~~The HS's health center's Project Director, shall ~~managing-oversee~~ the day-to-day business affairs of the ~~MMU~~health center. Such management functions may include, but are not limited to:
- 2.2.8.1. Developing clinical protocols, medical standards, productivity standards, and quality assurance programs designed to meet the health care policies and procedures established by the Co-Applicant Board MMUAC, as well as standards imposed by appropriate funding sources, government agencies, and certifying agencies; and
- 2.2.8.2. Providing all necessary management, administrative or financial expertise and personnel as shall be necessary to assure high level technical expertise in areas relevant to the Health\_eCare for the Homeless Program operations.

### 3. Mutual Obligations.

- 3.1. The Co-Applicant Board MMUAC Chair (or his/her duly authorized designee), on behalf of Health\_eCare for the Homeless Program, and the Health Center's Project Director (or his/her duly authorized designee), on behalf of the BCC, shall coordinate the Parties' efforts to meet their respective obligations under this Agreement and shall cooperate to communicate and resolve any issues between the Parties. Each shall be reasonably accessible and available for (i) consultations regarding day-to-day operations of the Health\_eCare for the Homeless Program; (ii) when requested, meetings of the Parties' respective governing boards; and (iii) otherwise as is reasonably necessary.
- 3.2. The Parties shall collaborate to provide orientation and training to Co-Applicant Board MMUAC members, in conjunction with Health\_eCare for the Homeless Program staff, in order to educate Co-Applicant Board MMUAC members regarding their legal duties and obligations vis-à-vis the Health\_eCare for the Homeless Program.
- 3.3. The Parties agree that Section 330 grant funds and grant-related income (including fees, premiums, and third-party reimbursements) and State, local and other operational funds which may be collected, shall be utilized to reimburse the Parties for costs incurred in carrying out each Party's obligations consistent with the approved Health\_eCare for the Homeless Program's annual budget.
- 3.4. Record Keeping and Reporting.
- 3.4.1. Each Party shall maintain records so as to enable the Parties to meet all grant-related reporting requirements. Specifically, Co-Applicant Board



~~MMUAC~~ shall assist the BCC, as requested, in the preparation of those portions of the financial report ("FFR"), as well as other reports, which pertain to the operation of the Health Care for the Homeless Program.

3.4.2. The Parties shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Agreement for a period of four (4) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the four (4) year period, the Parties agree to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such systems, records, reports, books, documents, and papers are retained.

3.4.3. The Parties agree that the BCC shall retain ownership of all medical records established and maintained relating to diagnosis and treatment of patients served by the Health eCare for the Homeless Program.

3.5. Ownership of Property and Equipment Acquired with Grant Funds.

3.5.1. The provisions of 45 C.F.R. § 74.40 et seq. apply to real property and equipment acquired under this Agreement. The Parties agree that the BCC shall be the title holder to all property purchased with grant funds.

3.6. Copyrightable Material.

3.6.1. If any copyrightable material is developed under this Agreement, the BCC shall hold all right, title and interest to such material, and BCC shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, authorize others or otherwise use such material.

3.7. Survival of Article. Sections 3.3, 3.4, 3.5, and 3.6 of this Article shall survive the termination of this Agreement without regard to the cause for termination.

3.8. Sovereign Immunity. Nothing in this Agreement shall limit, or shall be deemed to limit, the BCC's right to the protections and limitations provided by statutes designed to protect and limit the exposure and liability of the BCC as an instrumentality of the State of Florida.

4. Third Party Affiliations.

Neither Party shall execute a merger, consolidation, or comprehensive affiliation with a third party that affects, or may affect, the MMU-health center without the written consent of the other Party, which consent shall not be unreasonably withheld.

**5. Governing Law.**

5.1. Applicable Federal Laws, Regulations and Policies.

This Agreement shall be governed and construed in accordance with applicable Federal laws, regulations, and policies, including but not limited to: Section 330, its implementing regulations at 42 C.F.R. Part 51c, applicable BPHC policies (including, but not limited to, BPHC Program Expectations), the Public Health Service Grants Policy Statement in effect as of the date the Agreement is executed, DHHS administrative regulations set forth in 45 C.F.R Part 74, and relevant Office of Management and Budget Circulars.

5.2. Compliance with State and Local Law.

This Agreement is governed by the laws of the State of Florida. Each Party covenants to comply with all applicable laws, ordinances and codes of the State of Florida and local governments in the performance of the Agreement, including all licensing standards and applicable accreditation standards.

5.3. New BPHC Directives.

The ~~MMU Division health center's Project Director~~ shall submit promptly to each Party any additional directives that are received from the BPHC pertinent to the Section 330 grant, and the Parties shall comply with such additional directives, as applicable.

5.4. Non-Discrimination.

Each Party agrees that it and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin or ancestry.

6. Term.

This Agreement shall remain in effect during the project period of any Section 330 award the BCC receives with ~~Co-Applicant Board MMUAC as its co-applicant Board~~, unless terminated at an earlier date in accordance with the terms of Section 7 of this Agreement.

7. Termination.

7.1. Immediate Termination.

This Agreement shall terminate immediately upon the effective date of non-renewal or termination of the Section 330 grant, or upon the loss of any license, permit or other authorization required by law or regulation for operation of the Health eCare for the Homeless Program.

7.2. For Cause Termination.

Either Party may terminate this Agreement for cause in the event that the other Party fails to meet any material obligation under this Agreement, subject to Section 7.4 of this Agreement. Such for cause termination shall require sixty (60) days' prior written notice of intent to terminate during which period the Party that has allegedly failed to meet a material obligation may cure such failure or demonstrate that no such failure has occurred. Any dispute between the Parties regarding whether a breach of a material obligation has occurred, or that such a breach has been satisfactorily cured, will be resolved in accordance with Section 8 of this Agreement.

7.3. Termination for Mutual Convenience.

This Agreement may be terminated upon the mutual written consent of the Parties, subject to Section 7.4 of this Agreement.

7.4. Termination Contingent upon Bureau of Primary Health Care (BPHC) Approval.

For cause termination or termination for mutual convenience shall not become effective unless and until BPHC issues its written approval of such termination, if such approval is necessary.

**8. Dispute Resolution.**

The Parties shall first attempt to resolve any dispute arising under this Agreement by informal discussions between the liaison designated by BCC and the liaison designated by the [Co-Applicant Board MMUAC](#). In the event the Parties are unable to resolve the dispute through informal negotiations within a reasonable period of time after commencement of such discussions (not to exceed thirty [30] days), the Parties may pursue formal mediation, if they mutually agree to do so. If, after mediation (or in the absence of mutual consent to mediate), the Parties are still unable to resolve the dispute, either Party may thereafter pursue any remedy available at law.

**9. Proprietary Information and Confidentiality.**

- 9.1. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of the patients receiving care provided by the Health\_eCare for the Homeless Program, in accordance with all applicable State and Federal laws and regulations and the Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties (and their directors, officers, employees, agents, and contractors) shall not divulge such information to any third parties without the patient's written consent, except as may be required by law or as may be necessary to provide service to such patient.
- 9.2. Except as is necessary in the performance of this Agreement, or as authorized in writing by a Party or by law, neither Party (nor its directors, officers, employees, agents, and contractors) shall disclose to any person, institution, entity, company, or any other party, any information which is directly or indirectly related to the other Party that it (or its directors, officers, employees, agents, and contractors) receives in any form (including, but not limited to, written, oral, or contained on video tapes, audio tapes or computer diskettes) as a result of performing obligations under this Agreement, or of which it is otherwise aware. The Parties (and their directors, officers, employees, agents, and contractors) also agree not to disclose, except to each other, any proprietary information, professional secrets or other information obtained in any form (including, but not limited to, written, oral, or contained on video tapes, audio tapes or computer diskettes) during the course of carrying out the responsibilities under this Agreement, unless the disclosing Party receives prior written authorization to do so from the other Party or as authorized by law.
- 9.3. Each Party shall retain title and all rights to the confidential and proprietary information which has been disclosed to the other Party. Upon expiration or termination of this Agreement, or upon request of a Party for any reason, each Party agrees to return promptly to the other Party all confidential and proprietary information in any physical form whatsoever (including, but not limited to, writings, audio tapes, video tapes, and computer diskettes). Further, each Party agrees: (i) to turn over promptly to the other Party any memoranda, notes, records, and/or other documents created by it which contain references to such other Party's confidential or proprietary information; and (ii) that it will not retain any copies, extracts or other reproductions, in whole or in part, of such returned confidential or proprietary information or any memoranda, notes, records and/or other documents related to such information.

- 9.4. The Parties agree that their obligations and representations regarding all confidential and proprietary information shall be in effect during the term of this Agreement and shall survive the expiration or termination (regardless of the cause of termination) of this Agreement.
- 9.5. The Parties shall ensure that their respective directors, officers, employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

**10. Notices.**

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the address set forth below, or such other address as the Party may designate in writing:

For ~~Co-Applicant Board~~MMUAC: ~~Mobile Medical Unit Advisory Council~~Health Care for the Homeless Co-Applicant Board  
Attn: Chairman  
Care of: Pinellas County ~~Human Services Director~~Health Care Administrator  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

For BCC: Pinellas County Human Services Department  
Attn. ~~Director~~Health Care Administrator, Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

**11. Assignment.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective transferees, successors and assigns; provided that neither Party shall have the right to assign, delegate or transfer this Agreement, or its rights and obligations hereunder, without the express prior written consent of the other Party provided prior to such action.

**12. Non-Severability.**

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, or should any part of this Agreement, as determined by DHHS or any other governmental authority, cause BCC and the ~~Co-Applicant Board~~ MMUAC (as co-applicants)-not to comply with Section 330, the Parties agree to attempt to amend this Agreement as shall reasonably necessary to achieve compliance. In the event that the Parties reach such an agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted. In the event that no such amendments or agreements for amendments can reasonably

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be made, this Agreement shall immediately terminate.

**13. Amendments.**

Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment.

**14. Descriptive Headings.**

The descriptive headings in this Agreement are for convenience only, and shall be of no force or effect in construing the interpreting any of the provisions of this Agreement.

**15. Waiver.**

No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

**16. Agency.**

Neither Party is, nor shall be deemed to be, an employee, agent, co-venturer or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so.

**17. Third-Party Beneficiaries.**

None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either Party. No third party shall obtain any right under any provision of this Agreement or shall by reason of any provisions make any claim relating to any debt, liability, and obligation or otherwise against any Party to this Agreement.

**18. Entire Agreement.**

This Agreement constitutes the entire agreement of the Parties with respect to the Parties' joint operation of the ~~MMU as a public~~ health center receiving funds pursuant to Section 330 of the Public Health Service Act, and supersedes all prior oral and unsigned agreements.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:  
Ken Burke  
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA  
Acting by and through its Board of County  
Commissioners

By: \_\_\_\_\_  
Deputy Clerk

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

Date: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

~~MOBILE MEDICAL UNIT ADVISORY  
COUNCIL HEALTH CARE FOR THE  
HOMELESS CO-APPLICANT BOARD~~

By: \_\_\_\_\_  
Assistant County Attorney

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

Date: \_\_\_\_\_