MEMORANDUM OF UNDERSTANDING
MOBILE MEDICAL UNIT (MMU) CO-LOCATION

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between Pinellas County (**COUNTY**), a political subdivision of the State of Florida, and Tarpon Springs Shepherd Center, Inc., 304 South Pinellas Avenue, Tarpon Springs, FL 34689 (**PROVIDER**).

WITNESSETH

WHEREAS, the **COUNTY**, is a Federally Qualified Health Center (FQHC) partially funded through a Health Resources and Services Administration (HRSA) Section 330(h) grant to provide health care for the homeless, hereinafter referred to as the "Health Care for the Homeless Program (HCHP)"; and

WHEREAS, the **COUNTY** utilizes a Mobile Medical Unit (MMU) throughout the County to provide basic healthcare to homeless residents who have no insurance, hereinafter referred to as "the target population"; and

WHEREAS, the **COUNTY** has contracted with the Florida Department of Health Pinellas County (DOH) for the provision of clinical staffing and services for the HCHP; and,

WHEREAS, the **COUNTY** requires a safe, vacant location to park the MMU to provide services; and,

WHEREAS, the **COUNTY** has established the Healthcare for the Homeless (HCH) Co-Applicant Board, formerly known as the Mobile Medical Unit Advisory Council (MMUAC), to serve as an advocate for consumers of the HCHP and per HRSA governance requirements, to oversee operations of the HCHP in Pinellas County; and

WHEREAS, the **COUNTY** has recognized the HCH Co-Applicant Board shall have the authority and responsibility to adjust the accessibility of primary care services to the target population.

WHEREAS, the **PROVIDER** offers community resources and referrals, meals, and vital support to homeless individuals within Pinellas County; and,

WHEREAS, the **PROVIDER** can benefit from the provision of on-site primary care services to the target population; and,

WHEREAS, the **COUNTY** seeks to maximize partner relationships and public outreach, and assure that the target population has access to an organized system of healthcare;

NOW THEREFORE, the **COUNTY** and **PROVIDER** agree as follows:

1. <u>Provider Responsibilities</u>

a. **PROVIDER** shall provide non-exclusive use of a designated parking site for staging and operation of the MMU, located at the Tarpon Springs Shepherd Center, 304 South Pinellas Ave., Tarpon Springs, FL 34689, during scheduled dates, approximately one (1) day per month for approximately five (5) hours per day. Dates and times may be adjusted by mutual agreement of the parties in writing with no further requirement to amend this MOU. **PROVIDER** shall ensure communication of approved adjustments is provided to DOH for recording.

b. **PROVIDER** shall make good faith efforts to provide private, accessible space for HCHP staff to continue to provide services during times when the MMU vehicle is out of service.

c. **PROVIDER** acknowledges that the **COUNTY** regularly evaluates service utilization at sites and makes recommendations to the HCH Co-Applicant Board regarding the continued co-location of the MMU as needed.

d. **PROVIDER** agrees that the DOH Public Health Services Manager, or designee, is the primary contact between the **COUNTY** and the **PROVIDER**'s designated site for services under this MOU.

e. **PROVIDER** agrees to provide an identified Staff Liaison who will collaborate with the **COUNTY**'s designee on schedule changes, required accommodations, or patient concerns.

f. **PROVIDER** agrees to maintain the area provided for herein in a manner allowing safe access to the MMU by MMU staff, patients and other parties visiting the MMU for official business.

2. <u>County Responsibilities.</u>

a. **COUNTY** agrees to provide the HCHP services on the MMU in accordance with the schedule outlined in section 1 (a) of this MOU.

b. **COUNTY** agrees that mobile primary care services will be managed and supervised by HCHP personnel.

c. **COUNTY** will provide materials, equipment, and supplies, as necessary, for the performance of tasks and duties associated with medical services rendered pursuant to this MOU.

d. **COUNTY** agrees that no adult will be denied access to services due to inability to pay.

e. **COUNTY** will review service utilization regularly and may recommend scheduling and site changes to the HCH Co-Applicant Board based upon number of encounters per service period. The recommended service level is an average of eight (8) service encounters per four (4) hours of service.

3. HIPAA

PROVIDER agrees to execute a HIPAA Business Associate Agreement, (See Attachment 1). **PROVIDER** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

4. Indemnification.

a. **PROVIDER** shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY** from all suits, actions, allegations, claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from **PROVIDER**; or by, or in consequence of, any neglect; or on account of any act or omission, neglect or misconduct; or by, or on account of, any claim or accounts recovered under any other laws, by-laws, ordinances, orders or decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

b. **Insurance**

i. **PROVIDER** shall maintain the following insurance: Commercial General Liability, including, but not limited to, Independent Contractor, Contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this agreement, with limits of liability for personal injury and/or bodily injury, including death, and property damage of not less than $1,000,000 each occurrence; $2,000,000 general aggregate Coverage shall be on an "occurrence" basis. A Certificate of Insurance shall be filed annually with Pinellas County Risk Management Department, 400 S. Ft. Harrison Ave, Clearwater, Florida 33756. Pinellas County Board of County Commissioners, shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self Insured Retentions of whatever nature.

ii. County is self-insured and shall provide a letter as documentation of insurance for which the County is responsible.

5. **Term.** This MOU shall be effective upon execution of the Parties and shall expire September 30, 2020, unless otherwise mutually modified. This MOU may be renewed based on the expiration of the initial term by mutual agreement of the parties if all terms and conditions remain the same.

6. **Termination.** Either party may terminate this MOU at any time with or without cause, upon thirty (30) days written notice to the other party.

7. Except as expressly provided in this MOU, neither Party may subcontract, assign or transfer its rights or obligations under this MOU without prior written consent of the other Party.

8. All rights and responsibilities provided for in this MOU are subject to the availability of grant funding.

9. This MOU constitutes the entire agreement between the Parties regarding MMU service co-location. It may be amended only in writing and signed by all parties to this MOU.

10. The Laws of the State of Florida shall control any interpretation or enforcement of this MOU.

ACCORDINGLY, the Parties hereto, through their lawful representative(s), hereby enter in to this MOU.

<Signature Page to Follows>

PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its County Administrator

By: _____
Mark S. Woodard

Date: August 7,2017

Provider: Tarpon Springs Shepherd Center

By: _____

Printed Name: Ada Torres-Del Gais

Title: Executive Director

Date: June 6, 2017

APPROVED AS TO FORM

By: _____
Office of the County Attorney
Senior Assistant County Attorney