

CO-APPLICANT AGREEMENT

Between the Sacramento County Board of Supervisors
and
Sacramento County Health Center Co-Applicant Board

This Co-Applicant Agreement ("Agreement") shall memorialize and reiterate the nature of the relationship between County of Sacramento ("COUNTY") and the Sacramento County Health Center Co-Applicant Board, ("CAB") who shall be considered as Co-Applicants ("Co-Applicants") as applied to Health Resources and Services Administration (HRSA) Regulations and Authorities pertaining to the operation of a Federally Qualified Health Center ("FQHC") in the County of Sacramento, California; and

WHEREAS, the COUNTY, through its Department of Health and Human Services (DHHS), provides primary care services to medically underserved communities and vulnerable populations in the County; and

WHEREAS, the United States Department of Health and Human Services Health Resources and Services Administration (HRSA) has established a program for FQHCs; and

WHEREAS, under the FQHC program, and subject to its requirements, the COUNTY may draw federal funding to provide primary care services to medically underserved communities and vulnerable populations; and

WHEREAS, the COUNTY believes it can better serve these populations through COUNTY participation in the FQHC program; and

WHEREAS, the COUNTY's participation in the FQHC program requires the COUNTY to comply with the applicable law and the formal policies of the United States Department of Health and Human Services HRSA; and

WHEREAS, the establishment of a community-based board that assumes specified authority and oversight responsibility over FQHC is a requirement for the COUNTY's participation in the FQHC program; and

WHEREAS, the oversight of the FQHCs shall be undertaken in the manner specified in law, pursuant to the regulations promulgated by HRSA, and recognizing the Co-Applicant status of the COUNTY, a unit of local government;

WHEREAS, consistent with applicable Federal laws, regulations, and policies regarding the establishment of a FQHC, the Parties have agreed to enter into a co-applicant arrangement for the purpose of maintaining the COUNTY's Health Center FQHC status; and

WHEREAS, under such arrangement the COUNTY through its DHHS, the public entity responsible for the operation of the Health Center, shall retain authority over certain general policy-setting functions and management of the Health Center, including specified governance functions, and, to the extent permitted by the COUNTY's enabling legislation, the COUNTY and the CAB shall share the authority to perform additional governance functions as specified in this Agreement; and

WHEREAS, the Parties wish to set forth in this Agreement, the authorities to be exercised by each Party and the shared responsibilities of the Parties with respect to the Health Center, in accordance with the Governance Requirements and other applicable Federal laws, regulations, policies and County Code; and

NOW, THEREFORE, the COUNTY and the CAB agree as follows:

A. Role of the CAB

1. Composition. As described in the CAB Bylaws, CAB provides community-based governance and oversight of the COUNTY's Health Center. The structure and composition of the CAB shall be as follows:
 - a. The members shall be representative of the general community served by the Health Center, shall be work or reside in or be associated with Sacramento County, and shall be selected for their skills, expertise and perspectives in, but not limited to, finance, legal affairs, business, health, managed care, social services, labor relations, and government. No more than one-half of such CAB may be individuals who derive more than ten percent (10%) of their annual income from the healthcare industry.
 - b. The Health Center's Project Director shall be an ex-officio, non-voting member of the CAB.
 - c. Except as provided in Section 1.1(b) above, no CAB shall be an employee or officer of the COUNTY's DHHS, or an immediate family member (i.e. a spouse, child, parent, brother or sister related by blood, adoption or marriage) to such an employee' or officer of the COUNTY's DHHS.
 - d. The CAB shall select CAB officers in accordance with the election process and nominating process described in the CAB's Bylaws.
 - e. Nominees for voting membership on the CAB can be submitted by anyone so long as the nominee meets the membership requirements of the Bylaws. Nominations shall be given to the Clerk of the Board or to the Chair for review and their recommendations will be presented to the Board of Supervisors for approval. CAB members may be removed from the CAB pursuant to the CAB's Bylaws.
 - f. Pursuant to CAB Bylaws, the term of office for CAB members shall be four (4) years. A CAB member shall be limited to no more than three (3) consecutive terms of membership. The effective date of membership corresponds to the date of appointment.
 - g. Removal: Any member may be removed whenever the best interests of the Health Center or the CAB will be served. The member whose removal is placed in issue shall be given prior notice of his/her proposed removal, and a reasonable opportunity to appear and be heard at a meeting of the CAB. A member may be removed pursuant to this section by a vote of two-thirds (2/3) of the total number of members then serving on the CAB. Continuous and frequent absences from the CAB meetings, without a reasonable excuse, shall be among the causes for removal. In the event that any member is absent without acceptable excuse from three (3) consecutive CAB meetings or from four (4) meetings within a period of six (6) months, the CAB shall automatically consider the removal of such person from the CAB in accordance with the procedures outlined.

B. Governance Authorities and Responsibilities

1. The CAB shall have authority and responsibility for the Health Center activities as set forth below.
 - a. Collaborative Exercise of Authority. While the COUNTY, as the public agency, is the recipient of the Health Center grant and is accountable for

carrying out the approved Health Center Program scope of project, the term "co-applicant" is used to reflect that the public agency would not qualify on its own as meeting all the Health Center requirements. Both the COUNTY and the co-applicant CAB collectively constitute the "Health Center." The CAB however, retains the ultimate decision-making on duties and authorities beyond the general types of fiscal and personnel policies described above. The co-applicant arrangement allows for the CAB and the COUNTY to work collaboratively in the exercise of governance responsibilities.

- b. Adoption of Policies. Subject to the COUNTY's fiscal and personnel policies, including collective bargaining requirements, the CAB shall adopt the Health Center's policies concerning: (i) hours of operation; (ii) health services provided; (iii) quality-of-care audit procedures; and (iv) in the event of relocation or redevelopment of the physical plant, the locations of the Health Center's sites.
- c. Project Director. Subject to the COUNTY's personnel policies, the CAB shall have final authority to select, remove, and evaluate the Health Center's Project Director, as described in this Agreement.
- d. Approval of the Annual Budgets. Subject to the COUNTY's fiscal policies, the CAB shall have authority to approve the Health Center's annual operating and capital budget, consistent with this Agreement.
- e. Financial Management Protocol. Subject to and consistent with this Agreement, the CAB shall consult with the COUNTY's DHHS in establishing a written protocol regarding the adoption and periodic updating of policies for the financial management practices of the Health Center (including a system to assure accountability for the Health Center's resources, provision of an annual audit, long-range financial planning, billing and collection policies, and accounting procedures).
- f. Evaluation of the Health Center's Activities and Achievements. On at least an annual basis, the CAB, in conjunction with the COUNTY's DHHS, shall conduct an evaluation of the Health Center's activities and achievements and recommend, as necessary, revision of the Health Center's goals, objectives and strategic plan;
- g. Approval of Applications. The CAB shall approve applications for annual FQHC recertification, annual Section 330 grants (as applicable), changes to the scope and/or budget of the grant and other grant funds for the Health Center, in accordance with all applicable requirements of HRSA and other funding agencies.
- h. Compliance. The CAB, in conjunction with the COUNTY's DHHS, shall assure the Health Center's compliance with applicable federal, state, and local laws, regulations, and policies. The COUNTY's DHHS shall provide the CAB with periodic reports regarding the Health Center's legal and regulatory compliance program. On at least a biannual basis, the CAB shall evaluate the Health Center's compliance activities and, recommend, as necessary, the revision, restructuring, or updating of the compliance program by the COUNTY's DHHS.
- i. Quality Management. The CAB shall evaluate the quality management programs developed and recommended by the staff of the Health Center and approved by the COUNTY's DHHS in accordance with Section 2.2U). The CAB shall be integrated into the COUNTY's DHHS's quality management activities related to the Health Center, including audits and

state quality management reporting requirements. Quality management reports shall be shared periodically between the CAB and the COUNTY's DHHS representatives responsible for quality management matters at the Health Center. The Health Center's Project Director shall, as appropriate, report to the CAB on matters concerning the quality of the medical services provided by the Health Center.

- j. Evaluation of the CAB. On at least a quarterly basis, the CAB shall evaluate its compliance with the Governance Requirements and report its findings and any recommendations for corrective action to the COUNTY's DHHS. The CAB shall evaluate itself and its actions for effectiveness, efficiency, and compliance with the authorities set forth in this Agreement on a yearly basis, consistent with the requirements of Section 330.
 - k. Personnel Policies. Subject to and consistent with this Agreement, the CAB ratifies and adopts the personnel policies and regulations developed and approved by the COUNTY (and as modified, revised or amended by the County), including, but not limited to, employee selection, performance review, evaluation, discipline and dismissal procedures, employee compensation, wage, salary and benefits, position descriptions and classifications, employee grievance procedures and processes, and equal employment opportunity practices.
2. Duties and Evaluation of the Project Director of the Health Center.
- a. Duties. The Project Director (a COUNTY employee) shall serve as the Director of the Health Center and shall have responsibility for the general care, management, supervision, and direction of the Health Center's affairs, consistent with the priorities and policies established by the CAB. The Project Director shall report directly to the CAB and shall act in that capacity in accordance with the best interests of the Health Center, regardless of and notwithstanding any employment arrangement between the Project Director and the COUNTY DHHS. The Project Director shall be responsible for the proper administration of all personnel policies applicable to the Health Center. The Project Director shall also have the authority to administer all contracts for goods and services as required for the operation of the Health Center, subject to the laws and policies applicable to the COUNTY's procurement and purchasing, the Health Center approved budget, and the laws and policies applicable to the COUNTY DHHS's administration of the budget and contracts.
 - b. Evaluation. The CAB shall review the Project Director's performance annually and shall comply with all applicable personnel, collective bargaining, and other employment related requirements of the COUNTY. The review shall be coordinated and conducted by the CAB's Executive Committee. The report of the annual review shall be submitted to the full CAB and to the COUNTY's Deputy Director of DHHS Primary Health Services Division.
3. Selection, Approval, and Removal of the Project Director.
- a. Search Committee.
 - i. The Search Committee shall include representatives of the CAB and the COUNTY.
 - ii. The Search Committee shall evaluate and conduct preliminary interviews of candidates for the Project Director in accordance with the COUNTY's personnel policies and procedures.

- iii. The Search Committee shall recommend one or more candidates from those individuals previously evaluated and interviewed for presentation to the CAB.
- b. Selection and Approval. Subject to the COUNTY's personnel and hiring policies, the CAB shall have authority to select and approve the Project Director from the slate of candidates presented by the Search Committee.
- c. Removal.
 - i. In accordance with the COUNTY's personnel policies, the Executive Committee identified in the CAB Bylaws shall develop criteria for removal of the Project Director, which will be presented to the full CAB for approval.
 - ii. Subject to the COUNTY's personnel policies, collective bargaining agreements and related requirements, the CAB shall have authority to require the removal of the Project Director from his or her position based on the criteria developed by the Executive Committee.

C. Role of the COUNTY

- 1. The COUNTY as a public agency. In accordance with federal requirements, the COUNTY and the CAB, recognize that the COUNTY as a public agency is constrained by law in the delegation of certain government functions to other entities, and is permitted to retain authority over general policies. Therefore, the COUNTY as a public agency center with an approved co-applicant board arrangement does not need further justification to retain authority for the establishment of the following types of general policies:
 - a. Fiscal Policies.
 - i. Internal control procedures to ensure sound financial management procedures.
 - ii. Purchasing policies and standards.
 - b. Personnel Policies.
 - i. Employee selection, performance review/evaluations, and dismissal procedures.
 - ii. Employee compensation, including wage and salary scales and benefit packages.
 - iii. Position descriptions and classification.
 - iv. Employee grievance procedures.
 - v. Equal opportunity practices.
- 2. Notwithstanding the terms of this Agreement or the Bylaws of the CAB and subject to the authorities shared with the CAB, neither Party shall take any action inconsistent with the COUNTY's authority to manage:
 - a. Fiscal Controls.
 - i. The COUNTY through its DHHS shall develop and shall provide preliminary recommendation for the annual operating and capital budgets of the Health Center. The DHHS shall recommend such budgets to the CAB for review and final approval. In the event that the CAB does not approve the recommended budget, the COUNTY through its DHHS and the CAB shall meet and confer to develop an appropriate budget that is satisfactory. If the COUNTY DHHS and the CAB fail to develop a mutually agreed upon budget within thirty (30) days of the initial review, then the dispute shall be resolved in accordance with Section F, 5 below. Subject to the

- requirements for adoption and approval of a public agency budget, the CAB shall have final authority to approve the annual operating and capital budgets of the Health Center.
- ii. The County will spend funds that are consistent with the CAB approved budget. The Parties shall not materially deviate from the adopted budget except that the COUNTY through its DHHS, as manager of the Health Center, may modify planned fiscal activities if there is a reduction in available resources (e.g. decreased levels of reimbursement, diminished revenues, or adverse labor events). The COUNTY through its DHHS shall immediately notify the CAB of any budgetary change that would materially modify the scope of the Health Center and seek the necessary approvals of such changes.
 - iii. The COUNTY through its DHHS shall be solely responsible for the management of the financial affairs of the Health Center, including capital and operating borrowing.
 - iv. The COUNTY through its DHHS shall have sole authority to develop and implement financial policies and controls related to the Health Center, in consultation with the CAB, as set forth in this Agreement.
 - v. All funds received for services provided and all income otherwise generated by the Health Center, including fees, premiums, third-party reimbursements and other state and local operational funding, and Section 330 grant funds ("Program Income"), as well as all Program Income greater than the amount budgeted ("Excess Program Income"), shall be under the control of the COUNTY. All Program Income and Excess Program Income shall be used to further the goals of the Health Center's federally approved program and consistent with the policies and priorities established by the CAB.
 - vi. The COUNTY through its DHHS shall have sole authority to receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Health Center, consistent with this Agreement.
- b. Funding From Governmental and Charitable Sources. Neither Party shall take any action that would negatively impact the COUNTY's funding from federal, state, or local sources or financial support from foundations or other charitable organizations.
 - c. Employer-Employee Relations.
 - i. Subject to the limitation of Section 1.4 of this Agreement regarding the selection, evaluation, approval and removal of the Health Center's Project Director, the COUNTY and its DHHS shall have sole authority over employment matters and development and approval of personnel policies and procedures, including but not limited to, the selection, discipline and dismissal, salary and benefit scales, employee grievance procedures and processes, equal employment opportunity practices, collective bargaining agreements, labor disputes and other labor and human resources issues, as well as agreements for the provision of staff who are employees of other agencies or organizations. Consistent with this

- Agreement, the CAB shall ratify and adopt the personnel policies and procedures developed and approved by the COUNTY.
- ii. The Project Director of the Health Center shall be an employee of the COUNTY DHHS. Removal of the Project Director by the CAB pursuant to this Agreement shall not constitute a termination of employment by the COUNTY nor impede the continuation of the Project Directors' employment relationship with the COUNTY.
- d. Operational Responsibilities. Subject to the governance responsibilities exercised by the CAB as administered by the Project Director, the COUNTY shall conduct the day-to-day operations of the Health Center. Such operational responsibilities shall include but not be limited to:
- i. Applying for and maintaining all licenses, permits, certifications, accreditations and approvals necessary for the operation of the Health Center.
 - ii. Credentialing and privileging of providers.
 - iii. Receiving, managing, and disbursing, as applicable, revenues of the Health Center consistent with the approved budget for the Health Center. The DHHS shall not be required to disburse funds for any expenditure not authorized by the approved budget.
 - iv. Subject to the limitations set forth in this Agreement, employing or contracting personnel to perform all clinical, managerial, and administrative services necessary to assure the provision of high-quality healthcare services to the Health Center's patients.
 - v. Subject to the limitations set forth in this Agreement, managing and evaluating all Health Center staff and, if necessary disciplining, terminating or removing such staff pursuant to the COUNTY's personnel policies and processes.
 - vi. Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs.
 - vii. Providing for the annual audit of the Health Center, which shall be undertaken in consultation with the CAB in accordance with this Agreement, consistent with the requirements of the United States Office of Management and Budget Circular A-133, and the compliance supplement applicable to the consolidated Health Center Program to determine, at a minimum, the fiscal integrity of financial transactions and reports and compliance with Section 330 requirements and the fiscal policies of the COUNTY. CAB shall accept the annual health center audit.
 - viii. Preparing monthly financial reports, which shall be submitted to the CAB, and managing financial matters related to the operation of the Health Center.
 - ix. Developing and managing internal control systems, in consultation with the CAB as set forth in this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:
 - a) eligibility determinations;
 - b) development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Health Center;

- c) separate maintenance of the Health Center's business and financial records from other records related to the finances of the DHHS so as to ensure that funds of the Health Center may be properly allocated;
- d) accounting procedures and financial controls in accordance with generally accepted accounting principles;
- e) billing and collection of payments for services rendered to individuals who are: (1) eligible for federal, state or local public assistance; (2) eligible for payment by private third-party payors and (3) underinsured or uninsured and whose earnings fit the low- income criteria; and
- f) compliance with the terms and conditions of the FQHC Look- Alike and/or Grantee designation, as applicable.
- x. Unless otherwise stated in this Agreement, establishment of the Health Center's operational, management, and patient care policies.
- xi. Establishing ongoing quality improvement programs.
- xii. Ensuring the effective and efficient operation of the Health Center.

D. Mutual Obligations

1. Compliance with Laws and Regulations. The Parties shall have a mutual commitment and responsibility to work together to ensure that the Health Center provides care in compliance with all applicable federal, state and local laws, policies and regulations.
2. Financial Responsibility. Each Party agrees not to undertake expenditures in excess of the authorized budget and the available resources and to recognize the COUNTY DHHS's responsibility with respect to the Fiscal Controls and related financial matters described in this Agreement.
3. Expenses of Parties. The expenses of the COUNTY and the CAB incurred in carrying out its respective obligations for governance and operation of the Health Center pursuant to this Agreement shall be considered expenses incurred in furtherance of the health center program and thus shall be reimbursed in accordance with applicable program requirements and the fiscal policies of the COUNTY.
4. Record Keeping and Reporting.
 - a. Record keeping. Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents to enable the Parties to meet all Health Center-related reporting requirements. Records shall be maintained for a period of four (4) years from the date this Agreement expires or is terminated, unless state and/or federal law requires that records be maintained for a period greater than the four (4) year period specified herein ("the retention period"). If an audit, litigation, or other action involving the records is started before the end of the retention period, the Parties agree to maintain the records until the end of the retention 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, the California Department of Health Care Services, the Office of the Comptroller of the State of California or any of their duly authorized representatives, upon appropriate notice, such records, reports, books, documents, and papers as may be necessary for audit, examination,

excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to each Party's personnel for purposes of interview and discussion related to such documents.

- b. Confidentiality. Subject to the COUNTY's obligations, if any, to make public its records in accordance with applicable law, the Parties agree that all information, records, data, and data elements collected and maintained for the administration of this Agreement (in any form, including, but not limited to; written, oral, or contained on video tapes, audio tapes, computer diskettes or other storage devices) shall be treated as confidential and proprietary information. Accordingly, each Party shall take all reasonable precautions to protect such information from unauthorized disclosure; however, nothing contained herein shall be construed to prohibit any authorized Federal or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data element to which (s)he is lawfully entitled. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all protected health information ("PHI") of the patients receiving care provided by the Health Center, in accordance with all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").
- c. Medical Records. The Parties agree that the COUNTY's DHHS, as the operator of the Health Center, shall retain ownership of medical records established and maintained; relating to diagnosis and treatment of patients served by the Health Center.
- d. Insurance.
 - i. The COUNTY shall maintain Professional Liability Insurance, Workers' Compensation Insurance, and General Liability and Property Damage Insurance to cover Health Center activities.
 - ii. This Section shall survive the termination of this Agreement without regard to the cause for termination.
- e. Ownership of Property Acquired with Grant Funds. The provisions of 45 C.F.R. § 74.40, et seq., apply to tangible property acquired under this Agreement. The Parties agree that the COUNTY shall be the titleholder to all property purchased with grant funds.
- f. Copyrightable Material. If any copyrightable material is developed under this Agreement, the DHHS, Co-Applicant, and the U.S. Department of Health and Human Services ("HHS") shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, authorize others, or otherwise use such material.

E. Governing Law

1. Applicable Laws, Regulations, and Policies. This Agreement shall be governed and construed in accordance with applicable Federal laws, regulations, and policies. In addition, each Party covenants to comply with all applicable laws, ordinances, and codes of the State of California and all local governments in the performance of the Agreement, including all licensing standards and applicable accreditation standards.
2. New HRSA Directives. The Health Center's Project Director shall submit promptly to each Party any directives or policies that are received from HRSA after execution of this Agreement and are pertinent to applicable Section 330 grants,

and the Parties shall comply with such additional directives/policies, as they become applicable.

3. Non-Discrimination. By signing this Agreement, the CAB agrees to comply with the COUNTY's Equal Employment Opportunity Non-Discrimination Policy and all related personnel policies as well as all related federal requirements.
4. Term. This Agreement shall commence upon execution and is continuous and shall remain in effect during the project period of any Section 330 grant award that the DHHS receives with CAB as its Co-Applicant, unless the termination of CAB at an earlier date in accordance with the terms of Section F of this Agreement.

F. Termination

1. Reporting. Termination of this agreement will be reported to HRSA within ten (10) days. The grant award may be affected by such termination.
2. Immediate Termination. This Agreement shall terminate immediately upon the non-renewal or termination of the Section 330 grant.
3. For Cause Termination. Either party may terminate this Agreement "for cause" in the event that the other Party fails to meet its material obligations under this Agreement. Such "for cause" termination shall require ninety days prior written notice of intent to terminate during which period the Party that has allegedly failed to meet its material obligations 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 this Agreement.
4. Without Cause. County may terminate this agreement without cause with sixty (60) days' notice.
5. Termination by Mutual Agreement. This Agreement may be terminated upon the mutual approval of the Parties in writing.
6. Termination Contingent upon HRSA Approval. With the exception of a termination for cause arising from the voluntary or involuntary loss of the Health Center's FQHC designation (or its Section 330 grant), either party may terminate this agreement on 120 days written notice; however, such termination shall not become effective unless and until HRSA issues its written approval of such termination.
7. Dispute Resolution and Mediation. The Parties shall first attempt to resolve any dispute or impasse in decision-making arising under or relating to this Agreement by informal discussions between the Project Director of the Health Center and the Chair of the CAB. Any dispute or impasse not resolved within a reasonable time following such discussions (not to exceed thirty (30) days) shall be resolved by mediation by the County Administrative Officer. If the Parties are unable to resolve the dispute through mediation, either Party may pursue any remedy available at law.
8. Notices. All notices permitted or required by this Agreement shall be deemed given when made in writing and delivered personally or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the addresses set forth below or such other addresses as the Party may designate in writing:

For CAB:

Chairperson

Sacramento County Health Center Co-Applicant Board

1321 North C Street

Sacramento, CA 95811
For the County of Sacramento:
DHHS Director
County of Sacramento DHHS
7001-A East Parkway, Suite 1000
Sacramento, CA 95823

G. 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 and HRSA. Furthermore, the Co-Applicant shall not execute a merger, consolidation, or major structural or contractual affiliation with a third party that materially impacts the governance or operation of the Health Center or materially impairs its performance under this Agreement without the written consent of the County of Sacramento. The Parties agree that the Co-Applicant's designation by HRSA as an FQHC cannot be transferred to another entity without express prior written consent from HRSA.

H. Severability

The terms of this Agreement are severable, and the illegality or invalidity of any term or provision shall not affect the validity of any other term or provision, all of which shall remain in full force and effect.

I. Amendments

The Parties may agree to amend this Agreement, which shall be in writing and signed by the Parties.

J. 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 or representative of the waiving Party.

K. Agency

Except as may be required by the State as a condition of licensure, neither Party is, nor shall be deemed to be, an employee, agent, co-venture 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.

L. 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.

M. Force Majeure

In the event either Party is unable to timely perform its obligations hereunder due to causes that are beyond its control, including, without limitation, strikes, riots,

earthquakes, epidemics, war, fire, or any other general catastrophe or act of God, neither Party shall be liable to the other for any loss or damage resulting therefrom.

N. Co-Applicant CAB Bylaws

Duly approved bylaws have been enacted by the CAB and are party to this agreement articulating an enduring structure and scope of authority guiding the activities of the CAB. Those Bylaws mirror this Agreement, are intended for the regulation of the CAB, and shall be regarded as rules and regulations of the CAB.

O. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and no statements, promises or inducements made by a Party or by agents of either Party, which are not contained in this Agreement, shall be valid or binding.

P. Execution

In witness whereof, the parties have executed this agreement below by their authorized representatives.

Paula Lomazzi – Chair, CAB

Date

Marcia Jo, JD/MPA, Project Coordinator

Date

Sherri Z. Heller, Ed.D, Director

Date