



Item: AS: A-1

## COMMITTEE ON ACADEMIC AND STUDENT AFFAIRS

Tuesday, March 26, 2019

**SUBJECT: REQUEST FOR APPROVAL TO DESIGNATE THE FAU COMMUNITY HEALTH CENTER WITHIN THE CHRISTINE E. LYNN COLLEGE OF NURSING AS A FEDERALLY QUALIFIED HEALTH CENTER**

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### PROPOSED COMMITTEE ACTION

Request approval for the designation of the FAU Community Health Center within the Christine E. Lynn College of Nursing as a Federally Qualified Health Center.

### BACKGROUND INFORMATION

In 2014 within the Christine E. Lynn College of Nursing, Florida Atlantic University (FAU) launched the Community Health Center (CHC), a nurse-managed community health clinic that provides comprehensive primary and preventive health care and related services to residents of its medically underserved service area in West Palm Beach, Florida, which also serves as a teaching/learning site for FAU's nursing students and other allied health students and trainees. Building on the success of the CHC, and in alignment with the mission and strategic plans of both the University and the College, transitioning to a Federally Qualified Health Center (FQHC) status would provide the CHC with a more sustainable model that leverages federal funding opportunities. A congressionally-defined federal designation of FQHC is given to health centers that meet a set of requirements that include: non-profit status, community governance, location in and service to underserved/low income people, provision of a set of required services, and service to all members of the community, regardless of ability to pay, and availability of a sliding fee scale. The attached presentation outlines the rationale behind this move, as well as the strategies in place to mitigate risk. The full attached co-applicant agreement further describes the commitment of FAU to providing community healthcare, as well as the proposed relationship with the co-applicant and the responsibilities for compliance of all involved stakeholders.

### IMPLEMENTATION PLAN/DATE

Upon approval by the full Board of Trustees, FAU and Co-Applicant would proceed with the application for FQHC status.

## FISCAL IMPLICATIONS

The advantages for FAU and its community members include 1) cost-based enhanced rates for services covered by Medicaid and Medicare, 2) eligibility to participate in the 340B Federal Discount Drug Pricing Program, 3) US Health Resources and Services Administration (HRSA) annual grant \$650,000, and 4) Federal malpractice coverage. The director and all staff of Center are FAU employees and governed by FAU policies. Financial authority resides with FAU.

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**Supporting Documentation:** FHQC Co-Applicant Agreement, PowerPoint Presentation

**Presented by:** Dr. Bret Danilowicz, Provost and Vice President for Academic Affairs

**Phone:** 561-297-3062



Christine E. Lynn College of Nursing  
Community Health Center

**Application for a New Access Point  
Federally Qualified Health Center (FQHC)**

# Community Health Center Mission:

As a part of Florida Atlantic University, the College of Nursing Community Health Center is dedicated to **enriching student learning, faculty research/scholarship, faculty practice and service to the community.**



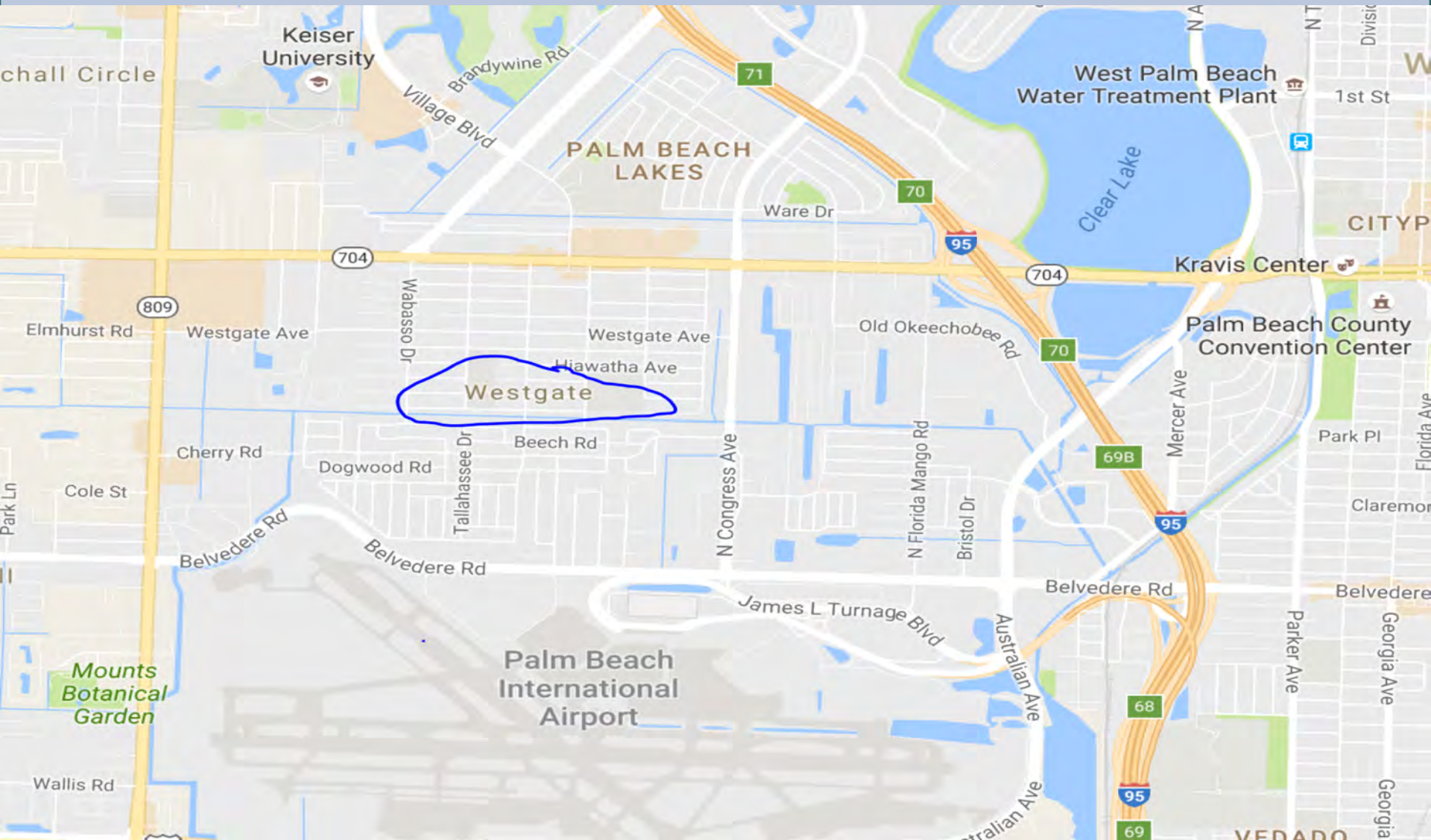


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FLORIDA ATLANTIC UNIVERSITY  
CHRISTINE E. LYNN COLLEGE OF NURSING  
QUANTIA FOUNDATION CENTER FOR INNOVATION  
IN SCHOOL AND COMMUNITY WELL-BEING

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## West Palm Beach, Florida



## Why do this?

- Essential for the sustainability of the Community Health Center (CHC)
- The CHC supports the missions of FAU and the CON
  - Excellent environment for clinical **teaching**
  - Opportunities for faculty and student **research**
  - **Engagement** with West Palm Beach community
  - **Service** to underserved populations
  - Site for faculty **practice**

# Alignment with Strategic Plan

- Grow the research enterprise.
- Achieve Carnegie classification as a community-engaged institution by 2020.
- Create an innovative branding and community outreach story that tells FAU's story and engages it with the local community.
- Promote excellence in educational experiences.



# Alignment with Pillars and Platforms

- Health (Previous I-HeAL)
- Neuroscience
- Sensing and Smart Systems
- Big Data
- Community Engagement
- Diversity
- Peace, Justice and Human Rights
- Undergraduate Research and Inquiry

# History

- 1996 - Center for School and Community Wellness – Westgate was one site.
- 2009 - Westgate site closed.
- 2009 - Diabetes Research and Education Center – Molly Wilmot Center
- 2014 – Westgate Center reopens as FAU-CON Community Health Center

## Services Provided

- Integrated Primary-Behavioral Health Care
  - Comprehensive primary care across lifespan
  - Mental health evaluation and medication management
- Outreach community services (screenings for chronic illnesses)
- Therapy, counseling and case management
- Diabetes specialty care – (ADA certified)
- Laboratory tests (Quest)
- Telehealth

## Current Staff

- Family nurse practitioners
- Psychiatric-mental health nurse practitioners
- Social workers/Case managers
- Physicians – family practice and psychiatrist
- Medical assistants
- Certified diabetes educators (RNs)

# Population Demographics

Gender	Percentage
Female	59%
Male	41%
Ethnicity	
Hispanic	36%
Non-Hispanic	64%
Race	
Asian	<1%
Black	42%
White	50%
Pacific Islander	1%
Am. Indian/Native Am.	<1%
2 or more races	6%

## Number of Students at CHC - 2018

- 255 CON BSN students
- 24 CON Nurse Practitioner students
- 4 CON DNP student projects
- 12 FAU Medical students
- 2 FAU Social Work students
- 10 Palm Beach Atlantic PharmD students

**307 Total**

# Net Income and Patient Visits

	Community Health Center		
	FY2017	FY2016	FY2015
<b>Grant revenue</b>	\$ 1,219,570	\$ 1,055,302	\$ 552,605
<b>Net patient service revenue</b>	\$ 186,635	\$ 126,849	\$ 205,817
<b>Total Revenue</b>	\$ 1,406,205	\$ 1,182,151	\$ 758,422
<b>Expenses</b>	\$ (1,085,886)	\$ (979,591)	\$ (729,500)
<b>Net Income</b>	\$ 320,319	\$ 202,560	\$ 28,921
<b>Patient Visits</b>	6,861	5,255	4,612

## What Exactly is a Federally Qualified Health Center (FQHC)?

- FQHC is a congressionally-defined federal designation given to health centers that meet a set of requirements that include:
  - ✓ Non-profit status
  - ✓ Community governance
  - ✓ Location in and service to underserved/low income people
  - ✓ Provision of a set of required services
  - ✓ Service to all members of the community, regardless of ability to pay, and availability of a sliding fee scale



## **Advantages to Becoming a FQHC**

1. Cost-based enhanced rates for services covered by Medicaid and Medicare
2. Eligibility to participate in the 340B Federal Discount Drug Pricing Program
3. US Health Resources and Services Administration (HRSA) annual grant \$650,000 (does not apply to Look-Alikes)
4. Federal malpractice coverage (does not apply to Look-Alikes)

# Budget with/without FQHC

	Community Health Center (CHC)		
FY20	Current Budget	Budget with New Access Point	Budget with Look-Alike Support
Grant revenue	\$ -	\$ 650,000	\$ -
Patient service revenue	\$ 280,000	\$ 455,000	\$ 455,000
Fund balance/equity	110,000	-	-
	390,000	1,105,000	455,000
Expenses	390,000	390,000	390,000
FQHC board insurance	TBD	TBD	TBD
Net Income	\$ -	\$ 715,000	\$ 65,000

# Requirements of FQHC Status

- Provide Primary Care services for all life cycles
  - Infants, children, adolescents, adults, seniors
  - People with disabilities and chronic conditions
- Provide all of the following either directly or via agreement:
  - Prenatal care (**Health Care District, Found Care**)
  - Family planning (we provide)
  - Behavioral health services (we provide)
  - Dental care (**Genesis, Health Care District**)
  - Pharmaceuticals (**WPB pharmacy, CVS collaboration**)
  - Lab services (we provide)
  - Hospital inpatient and specialty care, radiology, and other diagnostic services (Collaborating providers, can be COM)
- Services available 40 hours/week and 24/7 on-call coverage
- Maintain quality services – Continuous quality improvement
- Submit HRSA reports – System to maintain data

# Requirements of FQHC Status cont.

- Governance requirements
  - FAU-CON (public entity) applies with a co-applicant, a community organization.
  - Co-applicant Board of the community organization has operational authority for the FQHC.
    - Minimum of 51% CHC patients or family members on Board
    - Diversity of strengths (fiscal, legal, academic, social services)
    - Ensures authentic community engagement
    - Should represent the diversity community served.
    - Associate Dean for Practice & Community Engagement & CHC Director (FAU employees) are ex-officio members
  - Director and all staff of Center are FAU employees and governed by FAU policies.
  - Financial authority resides with FAU.

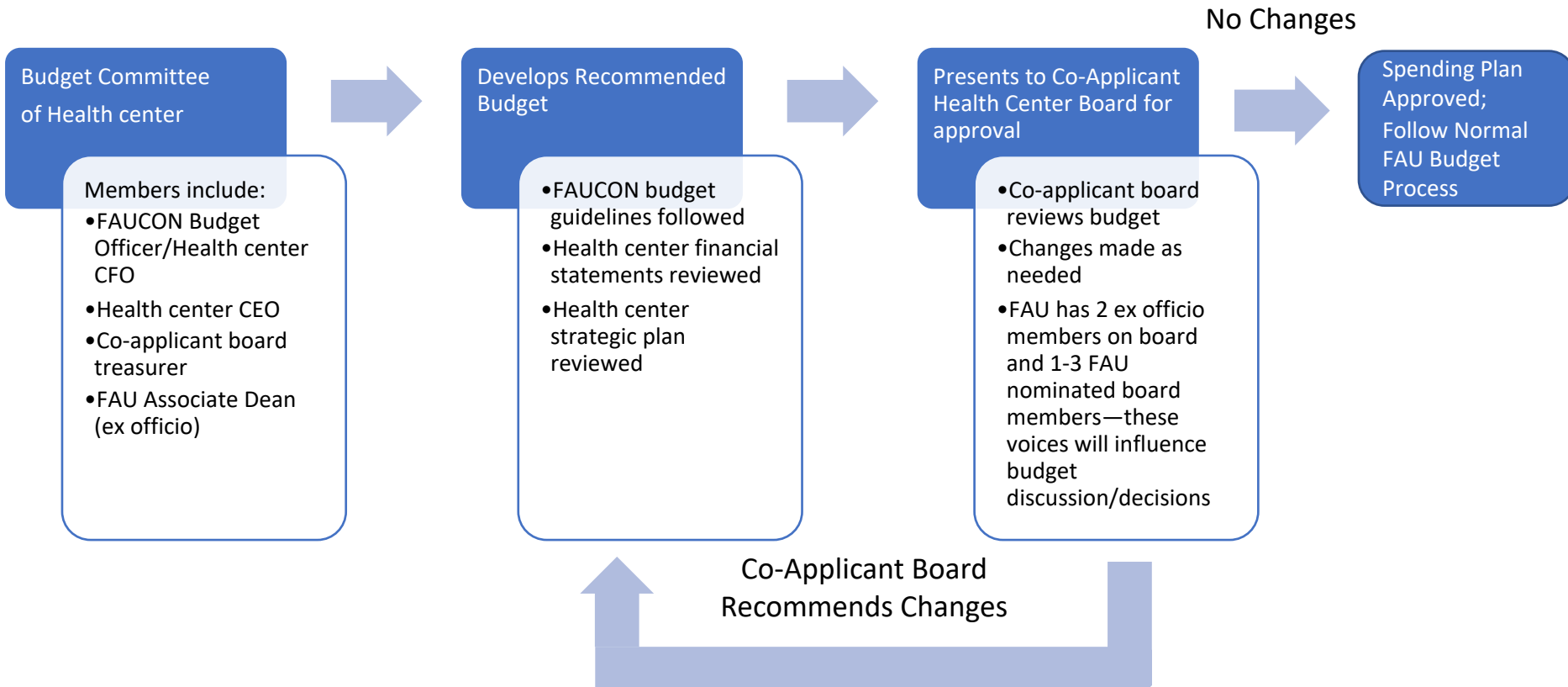
## **Role of the Co-Applicant Board in Public Entity Model**

- Determines Health Center services, and hours.
- Contributes to Health Center operational policies and procedures. (Center follows all public entity (FAU) HR and financial policies.)
- Collaborates with Director to develop and monitor budgets.
- Collaborates with public entity to hire, evaluate, and dismiss Health Center Director.
- Public entity is the grantee, receives and manages funds.

# Risk Assessment and Mitigation

Risks	Mitigation
Malpractice litigation Risk: Money, time, bad press (L)	Staff covered by Self-insurance Program; Board must purchase insurance. Low risk practice. CON has never had a claim. Protocols in place; Quality monitoring, High standards of care.
Cash flow is insufficient for operations. Risk: Budget Shortfall (M)	Annual budget is accurately projected based on volume and payer mix. Cash flows are monitored closely each month. Service and/or staff cuts are made promptly if revenue projections are not met. Clinic is well-managed by CON faculty and staff.
Disagreements with decisions of Co-Applicant Board Risk: FAU decision to close CHC, bad press, loss of community capital (L)	Qualified Board members nominated by ex-officio FAU members. Required board orientation and development. If FAU disagrees with a decision it pulls financial support, closes CHC. Phase out requires 3 months of staff salaries + payouts at cost + contracts = \$78,000. CON covers.

# Budget Flow Chart



- **At any point that the budget is not sustainable, or there is an unresolvable disagreement with the Board, FAU may close the facility with a maximum financial exposure of \$78,000 to be assumed by the College of Nursing.**



## Other State Universities with FQHCs or Rural HC?

<b>UCSF</b>	<b>San Francisco</b>	<b>California</b>
<b>Texas Tech</b>	<b>Lubbock</b>	<b>Texas</b>
<b>East Tennessee State</b>	<b>Johnson City</b>	<b>Tennessee</b>
<b>University of Alabama - Capstone</b>	<b>Parrish</b>	<b>Alabama</b>
<b>University of Colorado</b>	<b>Denver</b>	<b>Colorado</b>
<b>Purdue University</b>	<b>Delphi</b>	<b>Indiana</b>
<b>Rutgers University – Newark</b>	<b>Newark</b>	<b>New Jersey</b>
<b>Ohio State University (LL)</b>	<b>Columbus</b>	<b>Ohio</b>
<b>UF – Rural Clinic*</b>	<b>Gainesville</b>	<b>Florida</b>

## Success Stories

“It is a tremendous benefit to students who learn first-hand about social determinants of health and community-based care. The clinic often serves as a learning laboratory to test new models of care and further innovation.”

Amy Barton, PhD, RN, FAAN, Professor & Endowed Chair,  
Associate Dean, University of Colorado-Denver College of  
Nursing

“FQHCs provide ...advantages to meet...practice/clinical training and service goals... FQHCs...serve vulnerable populations; therefore, we are able to integrate our long-standing commitment to these populations....The agenda of the school of nursing and the agenda of HRSA FQHCs are one and the same. It is an arrangement that ...works very well”.

Bonnie Pilon, PhD, RN, NEA-BC, FAAN, Professor Emerita,  
Vanderbilt University

## Success Stories Continued:

”The FQHC at East Tennessee State University has transitioned the care for indigent and underserved from a cost center in the College of Nursing to a financially self-supporting entity. It has created interprofessional educational experiences across the academic health sciences. Lastly, patient outcomes are better than many primary care clinics.”

Patricia Vanhook PhD, RN, FNP, BC, FAAN, Associate Dean of Practice, East Tennessee State University

## Summary

- Five years of success with the FAU-CON CHC.
- Aligned with mission and strategic plans.
- Supported by past grant funding.
- Valued by the community.
- Sustainability requires transition to FQHC.
- Well-positioned to receive FQHC funding as New Access Point or Look-Alike.
- Strategies in place to mitigate risk.
- Consultants report positive experiences.

# Questions?

**CO-APPLICANT AGREEMENT**  
**BETWEEN**  
**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**  
**AND**  
**THE NORTHWEST COMMUNITY HEALTH ALLIANCE, INC.**

This Co-Applicant Agreement (“Agreement”) is effective as of March 1, 2019, (the “Effective Date”), by and between the Florida Atlantic University Board of Trustees (hereinafter “FAU” or the “University”), a public body corporate of the State of Florida, and the Northwest Community Health Alliance, Inc. (hereinafter “Co-Applicant Organization”), a non-profit corporation of the State of Florida that has applied for Section 501(c)(3) tax exempt status under the Internal Revenue Code (the “Code”). FAU and Co-Applicant Organization are each referred to herein as a “Party” and collectively the “Parties.”

WHEREAS, FAU is a public university in the State of Florida established under Section 1000.21, Florida Statutes, and governed by Article IX, Section 7 of the Florida Constitution;

WHEREAS, FAU is committed to supporting a health care delivery system that increases access to comprehensive, affordable acute, primary, and preventive and behavioral health care services to the residents of Florida who reside in medically underserved areas;

WHEREAS, FAU is committed to providing students of the Christine E. Lynn College of Nursing (the “College of Nursing”) and other allied health professions with a clinical site for practice with such underserved populations;

WHEREAS, FAU has developed and operated the FAU Community Health Center (the “Community Health Center” or the “Center”), a nurse-managed community health clinic that provides comprehensive primary and preventive health care and related services to residents of its medically underserved service area in West Palm Beach, Florida, and serves as a teaching/learning site for College of Nursing students and other allied health students and trainees;

WHEREAS, Co-Applicant Organization is a non-profit corporation organized to jointly oversee the operation of the Community Health Center in cooperation with FAU and to work with FAU to jointly obtain Federally Qualified Health Center (“FQHC”) status for the purpose of supporting a health care delivery system that increases access to affordable, comprehensive primary, behavioral, and preventive health care services to the residents of Florida who reside in medically underserved areas;

WHEREAS, to ensure compliance with the requirements for obtaining FQHC status, and possibly receiving a grant under section 330 of the Public Health Service Act (“PHS”), the Parties have agreed that the FAU shall serve as the public entity applicant, and Co-Applicant Organization shall serve as the “co-applicant” governing board consistent with the requirements of the laws, implementing regulations, and the Bureau of Primary Health Care’s (“BPHC”) program expectations for FQHCs;

WHEREAS, FAU and Co-Applicant Organization accept the responsibility of collaboratively overseeing the provision of affordable, comprehensive primary, behavioral, and preventive health care (including health education and enabling services) to the service population

in a manner that shall best meet their needs and complying with all applicable laws and regulations regarding public entity model FQHCs;

WHEREAS, FAU agrees to continue its support in accordance with the terms of this Agreement in order to help ensure the long-term sustainability of the Community Health Center, and agrees that the enhanced reimbursement rates, as well as any State and Federal grant dollars received for services rendered by the Community Health Center, shall be for the benefit of the Community Health Center, not to supplant FAU's current funding;

WHEREAS, Co-Applicant Organization agrees that any funding received in addition to the Section 330 funding will be routed through FAU and will be allocated and disbursed exclusively to support the Community Health Center operations; and

WHEREAS, in order to accomplish their mutual interests, FAU and Co-Applicant Organization wish to clearly define their roles and responsibilities with respect to the governance and operation of the Community Health Center in a manner consistent with the rules and regulations of Section 330 of the PHS, as well as the terms and conditions set forth in BPHC program expectations and guidelines and Health Resources & Services Administration ("HRSA") policies regarding public entity co-applicant arrangements.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as representations and covenants, the mutual promises herein made and exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FAU and Co-Applicant Organization agree as follows with respect to their roles and responsibilities for the Community Health Center:

1. Co-Applicant Organization's Role.

1.1 Composition of Co-Applicant Organization.

As set forth in Co-Applicant Organization's Bylaws, the composition of Co-Applicant Organization's Board shall comply with the requirements of Section 330 of the PHS and implementing regulations and applicable HRSA policies. The Associate Dean for Practice and Community Engagement (or other designee of the Dean of the College of Nursing) at the FAU College of Nursing shall serve as a non-voting, *ex officio* member of the Co-Applicant Organization Board.

1.2 Governance Authorities and Responsibilities.

Co-Applicant Organization shall exercise the following authorities and responsibilities of a co-applicant, as set forth in Section 330 of the PHS and implementing regulations, HRSA policies, and the Co-Applicant Organization's bylaws.

These authorities and responsibilities include:

- 1.2.1 In conjunction with FAU, assuring that the Community Health Center is operated in compliance with applicable Federal, State, and local laws and regulations;
- 1.2.2 Approval of the selection, annual evaluation, and dismissal as needed of the Director of the Community Health Center, in accordance with Section 3 of this Agreement, except that only FAU may terminate the employment of the Director in his/her capacity as an employee of FAU;
- 1.2.3 Final approval of the Community Health Center's annual operating and capital budgets, subject to Section 2.1.1 of this Agreement, consistent with the overall plan and budget developed jointly by the Co-Applicant Organization, Community Health Center management, and FAU;
- 1.2.4 Adoption of health care policies and policies for the Community Health Center's operation, including personnel policies and financial policies and procedures provided by FAU, subject to Section 2.1.2 and Section 2.1.3 of this Agreement, including those for billing and collections activities, a policy regarding determination of eligibility for services, and a charge structure, with criteria for a sliding fee schedule of discounts;
- 1.2.5 Selection of the Community Health Center's services, including the scope and availability of services, location, and hours of operation, and quality-of-care audit procedures and, in consultation with FAU, development and adoption of health care policies and procedures;
- 1.2.6 Development of an overall plan for the Community Health Center at least every three years, providing direction for long-range planning, including the identification of Community Health Center priorities and adopting a plan for financial management and capital expenditures, in collaboration with FAU; and evaluation, at least annually, of the Community Health Center's achievements and progress in meeting its annual and long-term goals and use of the knowledge gained thereby to conduct strategic planning and revise the Community Health Center's goals, objectives, plan and budget, as necessary and appropriate, in collaboration with FAU;
- 1.2.7 In conjunction with FAU, evaluation of the Community Health Center's activities, including service utilization patterns, productivity, patient satisfaction, achievement of program objectives, and development and implementation of a process for hearing and resolving patient complaints;
- 1.2.8 Approval of (a) applications for all government and foundation grant applications, (b) required reports required to be submitted in compliance with funder guidelines, and (c) the annual quality improvement plan;



- 1.2.9 All other authorities and responsibilities that are required by Section 330 of the PHS, implementing regulations, HRSA policies, BPHC expectations and policies to be vested in a Section 330-compliant governing board, except those specified in Section 2 of this Agreement;
- 1.2.10 In conjunction with FAU, pursue possible funding sources in order to assist in funding the needs of the Community Health Center; and
- 1.2.11 A complete copy of any proposed amendment to Co-Applicant Organization's bylaws must be mailed to FAU at least ten (10) days prior to the meeting at which any amendment is considered.

1.3. Indemnification.

Co-Applicant Organization shall indemnify and hold harmless FAU, its trustees, members, managers, officers, directors, employees and agents (the "FAUBOT Parties") from and against any and all claims, demands, charges, complaints, petitions, actions, causes of action, liabilities, suits, debts, costs, expenses (including attorneys' fees, court costs, and expenses of investigation, negotiations, and litigation), penalties, fines and assessments, and damages (collectively, "Losses") alleged to be resulting from or arising out of any act or omission of Co-Applicant Organization, its directors, officers, managers, members, employees, and agents, including without limitation any employee or agent of FAU (to the extent the employee or agent of FAU is (i) acting as an agent or otherwise under the supervision and control of Co-Applicant Organization; and (ii) acting outside the scope of his or her employment with FAU for purposes of, and within the meaning of, Section 768.28, Florida Statutes) in connection with this Agreement, including without limitation the delivery of healthcare services at the Community Health Center.

The indemnification obligations of Co-Applicant Organization to the FAUBOT Parties, hereunder, shall also apply with equal force and effect to any Losses attributable to the absence of the defense of state sovereign immunity by the FAUBOT Parties in connection with this Agreement, including without limitation, the delivery of healthcare services at the Community Health Center.

Nothing herein shall constitute a waiver of any defenses or immunities applicable to the FAUBOT Parties, specifically including without limitation any rights of sovereign immunity; provided, however, that state sovereign immunity will not be asserted by Co-Applicant Organization as a defense to any Loss absent conference with, written approval by, and oversight of and control by FAU and the Florida Atlantic University College of Medicine Self-Insurance Program (the "SIP"), a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. The indemnification obligations of Co-Applicant

Organization hereunder do not alter or modify in any way the requirement that the litigation defense of the FAUBOT Parties be directed and managed by the SIP.

The indemnification obligations set forth in this section shall survive the termination or expiration of this Agreement.

1.4. Patient Notification.

Co-Applicant Organization acknowledges that, subject to certain notice provisions, Section 1012.965, Florida Statutes precludes an employee or agent of FAU from being deemed to be an agent of any other entity in any civil action. Co-Applicant Organization will ensure notification of patients that they will be receiving care from FAU employees and/or agents and that liability, if any, that may arise from that care is limited as provided by law. Each patient who receives services at the Community Health Center shall acknowledge receipt of this information in writing by signing a notice of limited liability in accordance with Fla. Stat. § 1012.965 and attached hereto as a sample in Exhibit A.

2. FAU's Role.

2.1 Administrative Authorities and Responsibilities.

FAU shall exercise certain responsibilities and authorities with respect to the operation of Community Health Center. These authorities and responsibilities include:

2.1.1 In conjunction with Co-Applicant Organization and Community Health Center management pursuant to Section 1.2.3, developing and, prior to submission to the Co-Applicant Organization for final approval, assisting Co-Applicant Organization in the development of the Community Health Center's annual operating and capital budgets and initially approving such budgets;

2.1.2 Developing financial policies and procedures, and implementing management and control systems in accordance with sound financial management practices, including but not limited to a system to: (a) ensure accountability for all resources applicable to the Community Health Center, (b) provide for long-range financial planning, (c) provide for an annual audit (consistent with Section 2.2.4.1 in this Agreement), and (d) provide for accounting procedures and financial controls, including for such activities as billing and collection, eligibility determination (including a charge structure), and criteria for sliding fee discount schedules (consistent with Section 2.2.4.2 of this Agreement);

- 2.1.3 Subject to Section 3 of this Agreement regarding the Director, establishing personnel policies and procedures which shall be applicable to all employees who are assigned to the Community Health Center under this Agreement (including the Director and all other Community Health Center employees who shall be employees of FAU and be selected by, and report to, the Director, subject to FAU's approval). Such policies and procedures shall set forth selection and dismissal procedures, salary and benefit scales, and employee grievance procedures, and shall meet all Federal employment requirements, including but not limited to, those regarding equal employment opportunity, smoke-free, drug-free workplace, and non-discrimination; and
- 2.1.4 FAU, through its compliance program, may provide Co-Applicant Organization with periodic reports regarding the Community Health Center's legal and regulatory compliance.

## 2.2 Operational Responsibilities.

FAU shall fulfill the following obligations with respect to the Community Health Center:

- 2.2.1 Applying for and maintaining all licenses, permits, certifications, and approvals necessary for the operation of the Community Health Center;
- 2.2.2 Employing all clinical, management, and administrative personnel selected by the Director and necessary for the operation of the Community Health Center in accordance with the budget approved by the Co-Applicant Organization and FAU; FAU remains responsible, through its employees and agents, for the actual delivery of care in the Community Health Center as well as the implementation of the Center's policies, procedures and strategic plan;
- 2.2.3 Receiving, managing, and disbursing revenues and grant funds consistent with the Community Health Center's budget approved in accordance with this Agreement. FAU shall not be required to disburse funds for any expenditure not authorized by a budget approved in accordance with this Agreement. FAU shall seek and obtain prior written approval from Co-Applicant Organization before implementing any change in the Community Health Center's approved budget, except in the event such budget modification is required by the laws of the State of Florida or the regulations or policies of the Florida Board of Governors or FAU and a dispute between the Parties related to such budget amendment cannot be resolved pursuant to Section 8 of this Agreement. FAU shall have ultimate fiscal accountability for all patient-related and grant funds and shall have responsibility for obtaining all required approvals from funding agencies

prior to effecting budgetary revisions;

2.2.4 Developing the management and control systems for the Community Health Center that are in accordance with sound financial management procedures, including:

2.2.4.1 The provision for a full and separate audit of the Community Health Center on an annual basis to determine, at a minimum, the fiscal integrity of financial transactions and reports, and compliance with Section 330 PHS requirements, provided that FAU shall procure an auditor that has been approved by the Co-Applicant Organization (which shall not unreasonably withhold such approval);

2.2.4.2 Maintenance of a billing and collection systems pursuant to which the Community Health Center shall make every reasonable effort to bill and collect payment from patients in accordance with a fee schedule and schedule of discounts established by the Co-Applicant Organization that is in compliance with Title 42 Code of Federal Regulations Section 51c.101 and other billing and collection policies developed in consultation with the Co-Applicant Organization, as well as make reasonable efforts to bill and collect payments from public and private third party payors; and

2.2.5 Preparing monthly financial reports for the Co-Applicant Organization, and maintaining and providing any other reports reasonably requested by Co-Applicant Organization in order to enable Co-Applicant Organization to fulfill its responsibilities for the Community Health Center.

### 3. Community Health Center Director.

3.1 Employment. The Director (the “Director”) shall be a full-time FAU employee, and all of his/her time shall be designated to supporting the Community Health Center. Co-Applicant Organization shall utilize FAU personnel policies and procedures for the selection, evaluation, and dismissal of its Director as set forth below. FAU acknowledges that Co-Applicant Organization shall possess the authority to approve the selection and dismissal of the Director, and shall have authority to conduct an independent evaluation of the Director.

3.1.1 Reporting Obligations. The Director shall report to the Co-Applicant Organization, which is responsible for oversight and evaluation of Director. The Director shall also report to the Associate Dean for Practice and Community Engagement (or other designee of the Dean of the College of Nursing) within the College of Nursing.

3.1.2 Selection Process of the Director.

- 3.1.2.1 The job description for the Director shall be drafted by Co-Applicant Organization or its designee, in collaboration with FAU. The job description shall state that the Director is responsible for the day-to-day operations of the entities and services overseen by Co-Applicant Organization. The job description shall state that the Director is responsible for ensuring that the Community Health Center is operated in accordance with short and long-term goals approved by the Co-Applicant Organization, and is charged with providing leadership, overall direction, and administration of the operations of the Community Health Center. Minimum qualifications of the Director shall require that the individual be a registered nurse licensed in the State of Florida, with a master's degree in nursing or related administrative field, and must have a minimum of five (5) years senior administration experience in a health or human service agency.
- 3.1.2.2 In the case of a vacancy, Co-Applicant Organization, in collaboration with FAU, shall post and advertise for the position. Upon such times as the position of Director is vacant, an Interim Director shall be appointed by Co-Applicant Organization, in consultation with FAU.
- 3.1.2.3 Applications for the Director position shall be received and processed by FAU staff, with copies of all applications that meet the criteria being forwarded to Co-Applicant Organization.
- 3.1.2.4 In selecting a Director, Co-Applicant Organization shall form a five (5)-member interview panel, which shall consist of the following: three (3) Co-Applicant Organization Board members and two (2) FAU designees. The interview panel shall review the applications of the qualified applicants and select the best applicants to be candidates. The selected candidates shall be interviewed by the interview panel. A candidate shall be selected by this interview panel and recommended to Co-Applicant Organization for approval. If the interview panel does not select any candidate for recommendation to Co-Applicant Organization, the selection process shall start over.
- 3.1.2.5 Co-Applicant Organization shall approve or disapprove the selection by the interview panel. If the Co-Applicant Organization approves the candidate, the candidate's information shall be submitted to FAU for pre-employment processing, including but not limited to background check for hiring by FAU, after which he or she shall be hired by FAU and assigned to the Community Health Center. If Co-Applicant Organization disapproves the selection, the

candidate declines the offer, or the candidate fails the pre-employment process, the interview panel shall reconvene and either recommend the second-ranked candidate or recommend starting the selection process over.

### 3.2 Role of the Director.

- 3.2.1 The Director is responsible for the management and day-to-day operation of the Community Health Center, and for designing, implementing, and overseeing the delivery and quality of healthcare provided to the clients of the Community Health Center.
- 3.2.2 The Director is responsible for the supervision of the staff and shall have the authority to select and dismiss staff in accordance with the personnel policies and procedures established by FAU and adopted by the Co-Applicant Organization.
- 3.2.3 The Director shall be directed by the Co-Applicant Organization regarding the overall operation of the Community Health Center.
- 3.2.4 The Director shall provide the Co-Applicant Organization with monthly reports regarding the operation of the Community Health Center, including, but not limited to, the following information:
  - 3.2.4.1 Productivity and staffing issues;
  - 3.2.4.2 Utilization data by service; and
  - 3.2.4.3. Financial information.
- 3.2.5 The Director shall manage the staff's work schedules and ensure that staff are informed of and abide by the policies and procedures and the hours of operation adopted by the Co-Applicant Organization.
- 3.2.6 The Director shall assist Co-Applicant Organization in providing orientation and ongoing training to Co-Applicant Organization Board members to acquaint them with the scope of their role as Board members as well as background information to allow them to function effectively.
- 3.2.7 The Director shall also:
  - 3.2.7.1 Serve as a liaison between Co-Applicant Organization and FAU, collaborating organizations, and other health care providers;
  - 3.2.7.2 Recommend policies to the Co-Applicant Organization and implement approved policies to govern and manage the affairs of the Community Health Center;

- 3.2.7.3 Identify and resolve problems, provide periodic reports to Co-Applicant Organization relative to its objectives and strategic initiatives, and carry out the strategic initiatives;
- 3.2.7.4 Advise Co-Applicant Organization and FAU regarding risk management, quality assurance, and improvement and utilization management programs;
- 3.2.7.5 Advise the management team on matters of governance and Co-Applicant relations;
- 3.2.7.6 Perform other duties as assigned by the Co-Applicant Organization;
- 3.2.7.7 Serve as an *ex-officio* member of all standing the Co-Applicant Organization Board committees and subcommittees; and
- 3.2.7.8 Report to FAU on the activities and operations of the Community Health Center and work collaboratively with FAU to assure the success and viability of the Community Health Center through standardization and quality of care that is disseminated across all FAU clinical sites.

### 3.3 Performance Evaluations.

- 3.3.1 Performance standards and achievement of goals and objectives established by Co-Applicant Organization shall be used by Co-Applicant Organization to evaluate the Director periodically, but at minimum, no fewer than one time annually after the close of the prior fiscal year. Co-Applicant Organization and representatives of FAU shall meet to discuss the performance evaluation.
- 3.3.2 If the Director is not meeting performance expectations set by Co-Applicant Organization, disciplinary action may be initiated by following the personnel policies and procedures established by FAU and adopted by Co-Applicant Organization.
- 3.3.3 If it is determined that disciplinary action is necessary, Co-Applicant Organization, in conjunction with FAU, will take appropriate disciplinary action consistent with the regulations and personnel policies and procedures of FAU; Co-Applicant Organization shall provide a written copy of the disciplinary action to FAU.
- 3.3.4 The evaluation and any disciplinary action records shall become an official part of the Director's personnel file.

### 3.4 Removal of the Director. If Co-Applicant Organization determines that the

Director should be dismissed from the Community Health Center, the Co-Applicant Organization, or its designee, shall meet and consult with FAU prior to completion of this action. Unless FAU determines such dismissal would be contrary to law or to the regulations, policies and procedures of FAU, FAU shall accept Co-Applicant Organization's decision to dismiss the Director and shall promptly initiate the process to recruit a new Director in accordance with the procedures set forth above. FAU retains sole authority to terminate its employment of the Director.

4. Mutual Obligations.

4.1 Budget.

4.1.1 FAU shall be solely responsible for the management of the financial affairs of the Community Health Center. Notwithstanding the foregoing, FAU shall provide budget services and shall assist Co-Applicant Organization in the development of the budget in accordance with financial policies and procedures established by FAU and adopted by the Co-Applicant Organization. FAU and Co-Applicant Organization acknowledge that each must collaborate in the development of the budget and approval of the final budget of the Community Health Center.

4.1.2 FAU and Co-Applicant Organization agree to comply with FAU's financial policies and procedures established by FAU and adopted by the Co-Applicant Organization for the budget process as set forth below.

4.1.2.1 The Co-Applicant Organization, Director, and FAU shall meet prior to development of the budget to establish budgetary guidelines and service delivery objectives, consistent with the Community Health Center's strategic plan.

4.1.2.2. The Director shall develop, in accordance with FAU budgetary guidelines and the Community Health Center's strategic plan, and present to the Co-Applicant Organization Finance Committee the recommended annual budget. The Finance Committee shall review the preliminary budget and shall recommend it, with or without revisions, to the full Co-Applicant Organization Board.

4.1.2.3 the Co-Applicant Organization Board shall vote to approve the budget after deliberation, or return to FAU with recommended revisions.

4.1.2.4 After return of the budget to FAU, FAU shall notify Co-Applicant Organization that either (i) the budget has been accepted as approved by the Co-Applicant Organization, (ii) the recommended



revisions to the budget have been adopted and return the revised budget back to Co-Applicant Organization for action, or (iii) FAU disagrees with the recommendations and sets an appointment with Co-Applicant Organization Board Finance Committee for further deliberation.

4.1.2.5 The final acceptance by the Co-Applicant Organization shall constitute the official “approval” of the budget.

4.1.2.6 In the event that FAU and Co-Applicant Organization cannot agree to the Community Health Center budget, the issue shall be submitted for resolution through the dispute resolution process described in Section 8.

4.1.2.7 Throughout the budget year, either Party shall notify the other Party of any proposed amendment to the budget. Except in situations in which FAU has determined that a proposed budget amendment is required for FAU to comply with its constitutional and statutory obligations, if both of the Parties cannot agree on the amendment to the budget, the proposal shall be submitted to the dispute resolution process described in Section 8. Notwithstanding the foregoing, in the event a budget modification is required by the laws of the State of Florida or the regulations, policies or procedures of FAU and a dispute between the Parties related to such budget amendment cannot be resolved pursuant to Section 8 of this Agreement, FAU shall not be required to obtain Co-Applicant Organization’s approval for such budget amendment.

#### 4.2 Coordination by the Parties.

The Chairperson of the Co-Applicant Organization Board (or designee), on behalf of Co-Applicant Organization, and FAU’s Dean of the College of Nursing (or designee), on behalf of FAU, shall coordinate the Parties’ efforts to meet their respective obligations under this Agreement and shall cooperate with each other to communicate and resolve any issues between the Parties. Each of the aforementioned individuals shall be reasonably accessible and available for consultations regarding the operations of the Community Health Center and as may be otherwise reasonably necessary. Regularly scheduled meetings between the Chairperson of the Co-Applicant Organization Board, the Director, the Dean of the College of Nursing (or designee), and other personnel from FAU or its College of Nursing, as appropriate, shall be conducted to discuss general administrative, operations and business affairs of the Community Health Center.

#### 4.3 Cost Reimbursement.

The Parties agree that income that may be collected, including fees, premiums, third-party reimbursements, and State and local funding, as well as any grant funds and grant-related income shall be used to reimburse the Parties for costs incurred in carrying out each Party's obligations pursuant to this Agreement.

4.4 Excess Program Income.

Subject to the laws of the State of Florida and the regulations, policies and procedures of FAU and all other requirements applicable to the receipt of Section 330 grant funds, the Parties agree that any excess program income that may accrue after all expenses are paid is to be allocated for the exclusive use on capital or services of the Community Health Center and/or in a manner that furthers the objectives of the Community Health Center, and that FAU and Co-Applicant Organization must approve any decisions on how the funds are to be allocated.

4.5 Insurance.

4.5.1 FAU.

4.5.1.1 FAU warrants and represents that it self-insures for professional liability insurance for itself and for its public employees and students who provide health care services, as described on the Certificate of Liability Protection attached hereto as Exhibit B.

4.5.1.2 Non-FAU employees, such as professionals who are contracted with the Co-Applicant Organization to provide services at the Community Health Center, shall be required through their contract to provide professional and general liability insurance. These professionals are specifically not covered under FAU's SIP.

4.5.2 Co-Applicant Organization.

Co-Applicant Organization shall secure and maintain, or cause to be secured and maintained, during the term of this Agreement, Directors and Officers liability, comprehensive general liability, and professional liability insurance against liabilities and damages arising from actions or omissions of Co-Applicant Organization pursuant to this Agreement or otherwise arising from, or in connection with, a Loss for which Co-Applicant Organization could have an indemnification obligation under Section 1.3 of this Agreement, with an insurance carrier with a minimum AM Best A- VII rating, and with limits no less than \$2,000,000 per incident and \$5,000,000 aggregate.

4.5.3 Policy Type.

If any policy required by this section is written in a “claims made,” as opposed to an “occurrence” form, the policyholder agrees to purchase, self insure, or otherwise make arrangements for a “tail” or extended disclosure period policy for all activities so insured during the course of this Agreement.

#### 4.5.4 Proof of Insurance.

FAU and Co-Applicant Organization each agree to provide to the other Party a minimum of thirty (30) days’ prior written notice in the event any of the insurance policies or self-insurance funds required are modified, revised, or canceled in whole or in part. FAU and Co-Applicant Organization shall, from time to time, upon reasonable request of the other party, furnish written evidence that the policies of insurance required hereunder are in full force and effect and valid and existing in accordance with the provisions of this Agreement.

#### 4.6 Ownership of Property Acquired with Grant Funds.

The provisions of 45 CFR Section 74.40 *et seq.* apply to tangible property acquired under this Agreement. Unless otherwise agreed in writing, Co-Applicant Organization agrees that FAU shall be the titleholder to all property purchased with any grant funds obtained.

#### 4.7 Intellectual Property.

If any intellectual property or copyrightable material is developed under this Agreement, FAU shall hold all right, title, and interest in such material, subject to the rights of the federal government or any other sponsor in and to such intellectual property.

#### 4.8 Ownership of Patient Information.

The patients treated at the Community Health Center are to be considered the patients of FAU, and all patient records and information will be the property of FAU.

#### 4.9 Survival.

Sections 1.3, 4.6, 4.7, and 4.8 (and any other provisions that by the nature of their terms would apply after the expiration or termination of this Agreement) of this Agreement shall survive the expiration or termination of this Agreement without regard to the cause for termination.

### 5. Relationship between the Co-Applicant Organization and FAU.

The Parties agree that Co-Applicant Organization shall work collaboratively with FAU and shall be managed and operated in accordance with the laws and policies of the Florida Board of Governors and FAU.

6. Third Party Affiliations.

FAU shall notify Co-Applicant Organization when it is considering any merger, consolidation, or major structural or contractual affiliation with a third party that may materially affect the Community Health Center; however, the decision to proceed with any such transaction is solely at the discretion of FAU. Co-Applicant Organization shall not enter into any merger, consolidation, or major structural or contractual affiliation with a third party without the written consent of FAU.

7. Governing Law, Term and Termination.

7.1 Applicable Laws, Regulations, and Policies.

This Agreement shall be governed by and construed in accordance with applicable Federal and State laws, regulations, and policies, including but not limited to: Section 330 of the PHS; Title 42 CFR Part 51c; the terms and conditions of any Section 330 grant awarded to FAU; PHS Grants Policy Statements in effect as of the date the Agreement is executed; 45 CFR Part 74; and relevant OMB Circulars.

7.2 Compliance with State and Local Law.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action hereunder shall be in Palm Beach County, Florida. Both Parties agree to comply with all applicable laws, ordinances, and codes of the State of Florida and local governments in the performance of this Agreement, including all licensing standards and applicable accreditation standards.

7.3 Term.

This Agreement shall commence on March 1, 2019 for an initial term of three (3) years. At the end of such initial term, this Agreement will automatically renew for subsequent annual periods unless otherwise terminated in accordance with the provisions herein.

7.4 Termination for Convenience.

This Agreement may be terminated upon the mutual approval of FAU and Co-Applicant Organization, or upon written notice by one Party to the other Party no less than 90 days of receipt prior to the termination date. Notice of termination

shall be provided to HRSA at the same time.

7.5 Termination for Breach.

If either FAU or Co-Applicant Organization breaches any of the terms or conditions of this Agreement and fails to remedy that breach within thirty (30) days after receipt of written notice of such breach from the other Party, the Party giving notice may, at its option and in addition to any other remedies it may have in law or in equity, terminate this Agreement by sending written notice of termination to the other Party. Termination shall not become effective unless and until HRSA has been notified of such termination.

7.6 Effect of Termination or Expiration.

In the event of termination or expiration, Co-Applicant Organization shall no longer serve as the governing body with oversight authority over the Community Health Center, and the operation of the Community Health Center will revert back to the sole control of FAU. In the event of termination or expiration, the Parties agree to cooperate as necessary to ensure a smooth transition regarding the operation of the Community Health Center and to take any necessary actions with regard to HRSA.

8. Dispute Resolution.

FAU and Co-Applicant Organization shall first attempt to resolve any dispute arising under this Agreement by informal discussions between the Chairperson of the Co-Applicant Organization Board (or designee) and FAU's Dean of the College of Nursing (or designee), subject to good cause exceptions including, but not limited to, disputes determined by either Party to require immediate relief (i.e., circumstances under which an extended resolution procedure may endanger the health and safety of the patients). In the event FAU and Co-Applicant Organization are unable to resolve the dispute through informal negotiations within a reasonable period of time from the commencement of such discussions (not to exceed thirty (30) days), the parties agree to submit the dispute to non-binding arbitration or mediation agreeable to both Parties. The Parties will make good faith efforts to resolve any dispute that arises between them. This section does not foreclose either Party from pursuing any judicial remedy upon completion of non-binding arbitration or mediation.

9. Proprietary Information, Confidentiality and Survival.

9.1. Confidentiality.

Both FAU and Co-Applicant Organization (and their trustees, 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 Community Health Center, in accordance with all applicable State and Federal laws and regulations and the Community Health Center's policies and procedures, regarding the confidentiality of such information. Neither FAU nor Co-Applicant Organization (or their trustees, directors, officers, employees, agents, and contractors) shall 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, in accordance with the Community Health Center's policies and procedures.

Applicable Federal laws include, but are not limited to, the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy standards as contained in 45 C.F.R. Parts 160 and 164 and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164; and the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (the "HITECH Act"), and the requirements of any regulations promulgated thereunder.

FAU employees assigned to the Community Health Center shall be subject to the policies and procedures of FAU related to HIPAA and the protection of human subjects while performing services for the Community Health Center under this Agreement.

9.2. Disclosure.

Except as is necessary in the performance of this Agreement and/or as required by the Florida Public Records Act, or as authorized in writing by the Parties to this Agreement or as otherwise required by law or court order, neither FAU nor Co-Applicant Organization (nor its trustees, directors, officers, employees, agents, and contractors) shall disclose to any person, institution, entity, company, or any other party, any information that is directly or indirectly related to the other Party that it (or its trustees, directors, officers, employees, agents, and contractors) receives in any form (including, but not limited to, written, oral, or contained on video tapes, audio tapes, flash drives, computer diskettes, other electronic format, etc.) as a result of performing obligations under this Agreement, or of which it is otherwise aware. FAU and Co-Applicant Organization (and their trustees, 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, flash drives, computer diskettes, other electronic format, etc.) 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 or required by law or court order.

9.3 Survival.

FAU and Co-Applicant Organization agree that their obligations and representations regarding confidential and proprietary information (including the continued confidentiality of information transmitted orally but reduced subsequently to writing), shall be in effect during the term of this Agreement and shall survive the expiration or termination (regardless of the cause of the termination) of this Agreement.

10. Fund Availability.

If funds supporting the Community Health Center become materially reduced or unavailable, as determined by FAU, FAU may terminate or seek to amend this Agreement as provided for in Section 17.

11. Section 501(c)(3) Status of the Co-Applicant Organization.

This Agreement is expressly subject to and contingent upon the Co-Applicant Organization obtaining and maintaining an exemption from federal income tax under Section 501(c)(3) of the Code. If at any time the Co-Applicant Organization fails to obtain or loses its 501(c)(3) tax-exempt status, either Party may terminate or seek to amend this Agreement pursuant to Section 7 and Section 17, respectively.

12. Nurse-Managed Clinic and Teaching/Learning Site.

The Parties agree that the Community Health Center shall continue to be operated as a nurse-managed clinic and shall serve as a teaching/learning site for the clinical training of FAU College of Nursing and other allied health students and trainees.

13. Nondiscrimination.

The Parties agree that neither shall discriminate on the basis of race, color, sex, religion, age national origin, veteran status, disability, sexual orientation or any legally protected basis in any aspect of employment, training, services offered, or in the carrying out of any its obligations under this Agreement. All programs, activities, and services contemplated under this Agreement shall be administered on a non-discriminatory basis, subject to the provisions of applicable State and Federal law and regulations.

14. 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 parties to this Agreement may designate in writing:

For Co-Applicant: Northwest Community Health Alliance, Inc.  
409 N. Rosemary Avenue  
West Palm Beach, FL 33401  
Attn: Chairperson, Mr. Ronald Davis

For FAU: \_\_\_\_\_  
\_\_\_\_\_ Street  
\_\_\_\_\_, \_\_\_\_\_  
Attn: Provost, \_\_\_\_\_

For College of Nursing: \_\_\_\_\_  
\_\_\_\_\_ Street  
\_\_\_\_\_, \_\_\_\_\_  
Attn: \_\_\_\_\_, \_\_\_\_\_

15. Assignment.

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.

16. 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 cause Co-Applicant Organization and/or FAU (as co-applicants) not to comply with Section 330 of PHS, the Parties agree to attempt to amend this Agreement as shall be reasonably necessary to achieve compliance. In the event that FAU and Co-Applicant Organization 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 be made, this Agreement shall immediately terminate.

17. Amendments.

Any amendments to this Agreement shall be in writing and signed by both FAU and Co-Applicant Organization. Amendment of any provision(s) of this Agreement shall not affect the remaining provisions and, except for the specific provision of the Agreement that thereby may be amended, this Agreement shall remain in full force and effect as originally executed.

18. Descriptive Headings.



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

19. Waiver.

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

20. Agency.

Nothing contained in this Agreement shall be construed or implied to create an agency, joint venture, or partnership between the Parties hereto. Neither FAU nor Co-Applicant Organization is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party to this Agreement for any purpose. Neither FAU nor Co-Applicant Organization shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party to this Agreement be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so.

21. Third-Party Beneficiaries.

None of the provisions of this Agreement shall be for the benefit or enforceable by any third party, including, without limitation, any creditor of either FAU or Co-Applicant Organization. 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, obligation or otherwise against either Party to this Agreement.

22. Entire Agreement.

This Agreement constitutes the entire agreement of FAU and Co-Applicant Organization with respect to the subject matter herein and, as such, supersedes all prior agreements or understandings between the Parties, whether oral or written, relating to such subject matter.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, FAU and Co-Applicant Organization have caused this Agreement to be executed by their duly authorized representatives.

**Florida Atlantic University Board of Trustees**

**Christine E. Lynn College of Nursing**

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

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

Name: Dr. John Kelly

Name: Dr. Marlaine Smith

Title: President

Title: Dean

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

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

Northwest Community Health Alliance, Inc.

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

Name: Mr. Ronald Davis

Title: Chairperson

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

**Exhibit A, Notice of Limited Liability**  
(see attached)

**Exhibit B, Certificate of Liability Protection**  
(see attached)