

MOBILE MEDICAL UNIT ADVISORY COUNCIL

HHS|HRSA – PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
HEALTH CARE FOR THE HOMELESS GRANT | #H80CS00024

MEETING AGENDA

JUNE 2, 2015 | 3:00 PM – 4:30 PM
PINELLAS HOPE, 5726 126TH AVE N, CLEARWATER, FL 33760
CONFERENCE CALL-IN: DIAL 1-727-582-2255; PASSCODE: 718007

Welcome | Introductions

1. Chairman's Report

- i) Appointment of New Members
- ii) Approval of Minutes, May 5, 2015
- iii) Unfinished Business/Follow-Up

2. Governance/Operations

- i) Board Member Orientation
- ii) Co-Applicant Agreement/Bylaws
- iii) MMU/Safe Harbor Calendar
- iv) Site Visit Compliance Update

3. Fiscal

- i) Budget Review
- ii) Notice of Awards

4. Clinical

- i) MMU Client Trend Report
- ii) Policies and Procedures
 - (1) Credentialing & Privileging Policy
- iii) Patient Centered Medical Home, Technical Assistance Update

5. Other Updates

- i) Bayside Health Clinic Update

Adjournment | Next Meeting: July 7, 2015, 3:00 pm, Pinellas Hope

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Nominees for Mobile Medical Unit Advisory Council:

- 1) **Sgt. Zachary Haisch**, Pinellas County Sheriff's Office (Safe Harbor)
- 2) **Laurie Lampert**, Respite Manager, Pinellas Hope, Catholic Charities Diocese of St. Petersburg

Co-Applicant Board Composition Requirements

- Board must be composed of individuals, a majority of whom are being served by the center and, this majority as a group, must represent the individuals being served by the center in terms of demographic factors such as race, ethnicity, and sex.
- Board must have at least 9 but no more than 25 members, as appropriate for the complexity of the organization,
- No more than two (2) MMU Advisory Council members may be Pinellas County Board of County Commission members,
- The remaining non-consumer members of the board shall be representative of the community in which the center's service are is located and shall be selected for their expertise in community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns, or social service agencies within the community;
- No more than one half (50% - for CHCs) of the non-consumer board members may derive more than 10% of their annual income from the health care industry.
- No employee or immediate family member of an employee of the public agency, or the co-applicant may serve as a member of the co-applicant board.

**Minutes of the Monthly Meeting of the
Mobile Medical Unit Advisory Council (MMUAC)
May 5, 2015 | 3:00 pm**

Location of Meeting:

Pinellas Safe Harbor
14840 49th St. N.
Clearwater, FL. 33762

Present at Meeting: Don Dean* (Chairman), Judy Murry, Dianne Clark, Valerie Leonard*, Tom Wedekind, Laura Childress*, Mark Dufva, and Rhonda Abbott. Staff and community members present: Laurie Lampert, Dr. Chitra Ravindra, Drew Wagner, Dale Williams, Tim Burns, and Elisa DeGregorio. (*Consumer)

The regular meeting of the Mobile Medical Unit Advisory Committee (MMUAC) was called to order at 3:00 p.m. on May 5, 2015 at Pinellas Safe Harbor by Chairman Don Dean.

I. Chairman's Report

- i. **Appointment of Members to Fill Vacancies on the MMUAC:** Per the Bylaws of the Mobile Medical Unit Advisory Council, Chairman Don Dean appointed the following individuals to fill vacancies on the MMUAC: Dianne Clarke, Operation PAR; Tom Wedekind, PEMHS; Rhonda Abbott, Homeless Leadership Board; Mark Dufva, Catholic Charities; Judy Murry, Pinellas Hope; and Valerie Leonard, Consumer. Chairman Dean thanked them for their interest and commitment to serve on the Council.
- ii. **Approval of Previous Minutes:** A motion to approve the minutes dated February 3, 2015, was made by Don Dean, seconded by Laura Childress and **unanimously approved.**

II. Governance/Operations

- i. **Board Orientation:** Elisa DeGregorio, Grants Manager, Pinellas County Human Services provided a brief orientation for new board members that covered the roles and responsibilities of the MMUAC, board composition and recruitment, and what to expect to see from the health center in the next several months. Ms. DeGregorio recommended that each month we have a brief overview of the different aspects of MMUAC governance. A copy of the presentation was included in the meeting packet.

Dianne Clarke asked if the MMUAC replaces the committees that were formed for the Bayside Health Clinic grant. Tim Burns responded that while the MMUAC is not a replacement for those committees, however the MMUAC will be responsible for the operations of the Bayside Health Clinic when it begins operations as part of the healthcare for the homeless program. The committees that were formed for Bayside previously were designed to help advise the County on the construction of the facility and the services it could provide. Due to the reduced size of the facility, there is no longer a need to continue hold those standing committees.

Laura Childress asked to define "consumers" on the MMUAC. Ms. DeGregorio responded with the definition that consumers are considered individuals that have visited the health center within the last 24 months.

Tom Wedekind asked about the overall budget for the healthcare for the homeless program. Tim Burns responded that we have various sources for funding the program including grant funds, county funds and limited program income. *Staff will provide a copy of the overall budget in a future meeting.*

Dianne Clarke asked to clarify the 10% of income from the healthcare industry – define healthcare industry. Staff will provide a definition/example at the next meeting.

- ii. **Co-Applicant Agreement/Bylaws:** Don Dean introduced the Co-Applicant Agreement and Bylaws (included in the meeting packet) to the members. He asked Ms. DeGregorio to briefly walk-through the agreement and bylaws included in their package. The agreement had specific notation changes to reflect the feedback provided by HRSA for changes. Chairman Dean recommended that the Council take the next month to review the Agreement and Bylaws and to submit any questions to the staff. He would then call for approval of the Agreement/Bylaws at the June Council meeting.
- iii. **MMU Calendar:** The May calendar (included in the meeting packet) for the MMU and Safe Harbor was presented to the Council. The council was reminded that the hours of operation of the health center fall under the responsibilities of the council to review. Chairman Dean asked the Council to consider a request by the staff to close down the MMU/Safe Harbor for two days on May 28th and 29th so the clinical staff could attend the *Evidence-Based Team Approach for Managing Patients with Diabetes, Heart Disease and Depression* Training in Orlando hosted by the University of Florida. Dr. Ravindra explained that the opportunity to attend this training would help the health center's goals to become a Level 3 Patient Centered Medical Home (PCMH). Dr. Ravindra briefly explained the PCMH recognition program. Tom Wedekind expressed his interest in the PCMH program and looked forward to continued updates, then made a motion to close the MMU on May 28th and 29th for the staff to attend the training. **The motion was seconded by Dianne Clarke and approved unanimously by the members.**

It was also noted that the clinic would be closed on May 6th for required certification training for the nurses. The case managers also will participate in an EHR training update that day as well.

Additional discussion regarding the expectations of the calendar was brought to the attention of the Council by Dale Williams. He suggested that while the calendar is created and the schedule is planned with the expectation of arriving and starting on time each day, that unexpected situations occur on occasion that may cause the MMU to arrive late or be cancelled for the day. Some examples include traffic congestions/accidents/road closures, van breakdowns, and having no driver for the van. The center currently only has one CDL licensed driver, Drew Wagner. Four additional staff members are scheduled for training in May to obtain their CDL license and will need to complete 20 hours of supervised driving to be fully licensed to drive the van. In some cases, the clinical team will be able to operate the clinic inside the facility designated for the day when the van is unavailable.

At Pinellas Hope, staff has used the Library on-site and has been offered use of the respite center to conduct clinic when the van is not available. Dale Williams suggested that the respite center should be the preferred location due to HIPAA requirements. Chairman Dean also asked if there is a way to monitor individuals coming from the outside on these days when service would be provided in the respite center. In the past, residents have had issues with theft of personal property by individuals who are not residents. *It was recommended that staff meet with Pinellas Hope staff to come up with a plan, signage, and/or protocol to conduct clinic on-site when the van is not available.*

Drew Wagner offered and will prepare the June and July calendar for the next meeting, so we can review the schedule and any anticipated changes in advance.

- iv. **Site Visit Status of Conditions Update:** Elisa DeGregorio, Grants Manager, provided an update on the on-going effort to lift the conditions on the grant that were identified as a result of the site visit in 2014. Seven conditions were placed on the grant, of which one condition has been completely lifted regarding the Sliding Scale Discount Fee Program. As of 5/5/15, four conditions are in the 120 day implementation period, including Credentialing and Privileging (due June 3, 2015), Hospital Admitting, Board Authority, and After Hours Coverage (due September 2, 2015). The two remaining conditions (OB/GYN Services and Mental Health/Substance Abuse Services) are submitting and we are waiting for feedback from HRSA and the NOA to move them into implementation. Ms. DeGregorio informed the Council that they will continue to get updates on the progress of these conditions and will be asked to review and approve changes to the program necessary to lift the conditions in the next several months. In some cases, we will also need to seek the approval of the Board of County Commissioners.

III. Fiscal

- i. **Notice of Awards:** Four Notice of Awards (NOAs) were provided in the meeting packet from the start of this fiscal year. Ms. DeGregorio walked through each NOA to help familiarize the Council with the format and reason for issuance of each award notice. Mr. Burns also added that each Notice of Award will be approved by the Board of County Commission, and when financial dollars are designated in the award notice, that the County will allocate that amount to the health center program in the overall county budget. A motion was made to accept the Notice of Awards (H80CS00024-14-00; H80CS00024-14-01, H80CS00024-14-02, H80CS00024-14-03, and H80CS00024-14-04) and seconded by Dianne Clarke. The motion was unanimously approved by the members.

IV. Clinical

- i. **Safe Harbor Update:** The Council was made aware of the new clinical team at Safe Harbor as a result of the Expanded Services grant awarded by HRSA to the county. Services on a pilot basis began in July with full service starting in October when the grant was awarded. As noted on the Trend Report, Safe Harbor has seen 286 unduplicated patients from Jan 1 – Mar 31 this year. Dr. Ravindra noted that service at this location has dramatically reduced calls to 911 during the clinic's operating hours. It was noted that many of the individuals can be triaged by a registered nurse in lieu of going to the emergency room.

Mark Dufva with Catholic Charities noted that they also are the 2nd highest utilizer of 911 calls at Pinellas Hope and would be interested in understanding what role they can play to better connect their residents to healthcare – either via the Mobile Medical Unit or other access points. *Staff will work with staff at Pinellas Hope to see what else we can do to communicate with residents about the MMU and future Bayside Clinic. We will also continue to discuss transportation alternatives as well.*

- ii. **Trend Report for Patient Counts/Encounters:** The Trend Report for Unduplicated Patients and Qualified Medical Encounters for the first quarter of 2014 were provided to the members. Dr. Ravindra clarified that the report provided shows cumulative numbers from month to month and that we will provide the updated copy of the report that shows the increase from month to month for comparison purposes.

Chairman Dean expressed concern about the low numbers at **St. Vincent de Paul in St. Petersburg**. The report shows that through March 31st, 36 unduplicated clients were seen at this location. Service at this location did not begin until March and does not reflect a full quarter of service. Mr. Wagner also indicated that there are 78 beds at this particular shelter and that the length of stay is limited for individuals which may make it difficult to utilize the MMU at this location. Other residents are veterans and families who may have access to VA benefits or Medicaid. This area has also been identified as a high crime area and other facilities may not be interested in transporting and dropping off their clients to this site. While the van has experienced crime issues in the past, there have been no incidents since resuming service at this site. In fact, one resident of the facility is helping monitor individuals who are in the area for service on the van. Dianne Clarke asked; how many patients per day are required to make the site a viable site for the van? Drew Wagner responded with about 15-20/day. Dr. Ravindra added that there is a formula for the number of patients each doctor/nurse team can see which is equivalent to Drew's response.

The recommendation was brought forth to monitor the numbers for April and May and to schedule an appointment with St. Vincent de Paul to update them on the service levels to see if there is any additional outreach they can assist with before the Council makes any recommended changes to the schedule.

Judy Murry brought to the Council's attention that residents in **Pinellas Hope's Permanent Supportive Housing have been told that they are ineligible** to use the Mobile Medical Unit. With several more units scheduled to come on line at the end of the year, is it true that they are not eligible? Staff responded that there is an eligibility requirement that the individual be "homeless" but that the individual must be deemed homeless at the first visit, and if the individual obtains housing after that then they still have 12 months to utilize the service. Tim Burns also noted that as a FQHC 330 (h) we still could see up to 25% non-homeless individuals. *Staff would confirm this timeframe and eligibility requirement and get back to the Council.*

- iii. **UDS 2014 Review:** A copy of the UDS report for 2014 was included in the packet. Chairman Dean encouraged the Council to review the report, but no further action was taken.
- iv. **Patient Centered Medical Home:** A brief two page overview of the initiative was provided in the meeting packet. Dr. Ravindra provided a brief overview of the program earlier in the meeting. The PCMH initiative will continue to be included on the agenda for future Council meetings to update the members on our progress towards a Level 3 Recognition.

V. Other Updates

- i. **Bayside Health Clinic:** The Council was informed of the progress on the Bayside Health Clinic that will be constructed on the property adjacent to Safe Harbor. Ground breaking on the site will occur in late June/early July and the Council will be invited to attend. An overview of the project was included in the meeting packet.

The meeting was adjourned at 5:00 pm.

The next meeting will be held at 3:00 p.m. on June 2, 2015 at Pinellas Hope.

UNFINISHED BUSINESS (May 5, 2015)

1. Staff will provide a copy of the overall budget in a future meeting.
Clark Scott, Business & Financial Services Director is attending to present the budget.
2. Dianne Clarke asked to clarify the 10% of income from the healthcare industry – define healthcare industry. Staff will provide a definition/example at the next meeting.
In contacting our Project Officer at HRSA, we were told the following:

The intent of this requirement is to ensure that non-patient board members are representative of the community currently served by the health center and contribute to the overall expertise of the board by providing a variety of expertise (i.e., not all from the health care industry). Health centers should define in either bylaws or other board-approved policy the term "health care industry" for the purposes of board composition.

Please note: Health centers should plan to provide supporting documentation as to how they have defined (e.g. in bylaws, policy) "health care industry" and how they assess this aspect of board composition (e.g., through annual disclosure forms, questionnaires for prospective board members) to any site visit team.

“Providers of testing in the hospital or voluntary medical staff. It can also be equipment or pharmaceutical and insurance firms.”

- Law Dictionary: [What is HEALTH CARE INDUSTRY? definition of HEALTH CARE INDUSTRY \(Black's Law Dictionary\)](#)

http://en.wikipedia.org/wiki/Health_care_industry

“Comprises of providers of diagnostic, preventive, remedial, and therapeutic services such as doctors, nurses, hospitals and other private, public, and voluntary organizations. It also includes medical equipment and pharmaceutical manufacturers and health insurance firms.”

Read more: <http://www.businessdictionary.com/definition/health-care-industry.html#ixzz3bYlaxquc>

3. *It was recommended that staff meet with Pinellas Hope staff to come up with a plan, signage, and/or protocol to conduct clinic on-site when the van is not available.
Staff has contacted our communications staff to develop signage and a communications protocol for each site to notify clients in any change of schedule/location.*

4. *Staff will work with staff at Pinellas Hope to see what else we can do to communicate with residents about the MMU and future Bayside Clinic. We will also continue to discuss transportation alternatives as well.*
Staff has contacted our communications staff to develop a communications plan that increases awareness of the healthcare for the homeless program.
5. *The recommendation was brought forth to monitor the numbers for April and May and to schedule an appointment with St. Vincent de Paul to update them on the service levels to see if there is any additional outreach they can assist with before the Council makes any recommended changes to the schedule.*
Tim Burns is meeting with Michael Raposa on Tuesday, June 2nd and will make him aware of the conversation and invite him to participate in a future meeting.
6. *Staff would confirm this timeframe and eligibility requirement and get back to the Council.*
Each HCH program may set its own definition of transitional housing based on available resources. However, it is the intent of the HCH program to continue services to formerly homeless individuals for up to 12 months after the individual has obtained housing.
(HRSA/Bureau of Primary Health Care, Program Assistance Letter 1999-12)

Mobile Medical Unit Advisory Council

Healthcare for the Homeless



Key Management Staff

- Health center maintains a fully staffed health center management team as appropriate for the size and needs of the center. *(See organizational chart)*
- Prior approval by HRSA of a change in the Project Director/Executive Director/CEO position is required.

Scope of Project

- Sites
 - Mobile Medical Van
 - Pinellas County Health Campus (Safe Harbor/Bayside)
- Service Area:
 - Zip codes where majority of patients come from: 33713, 33709, 33701, 33781, 33705, 33756, 34689, 33714, 33755, 33762
- Target Population:
 - Homeless

Required Services | Additional Services

- Health center provides all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established written arrangements and referrals

Note: Health centers requesting funding to serve homeless individuals and their families must provide substance abuse services among their required services.



Contractual Services

- Health center exercises appropriate oversight and authority over all contracted services, including assuring that any subrecipient(s) meets Health Center program requirements.
 - Florida Department of Health in Pinellas County
 - Specialty Contractors



Collaborative Relationships

- Health center makes effort to establish and maintain collaborative relationships with other health care providers, including other health centers, in the service area of the center.



Financial Management and Control Policies

- Health center maintains accounting and internal control systems appropriate to the size and complexity of the organization reflecting Generally Accepted Accounting Principles (GAAP) and separates functions appropriate to organizational size to safeguard assets and maintain financial stability.
- Health center assures an annual independent financial audit is performed in accordance with Federal audit requirements, including submission of a corrective action plan addressing all findings, questioned costs, reportable conditions, and material weaknesses cited in the Audit Report.



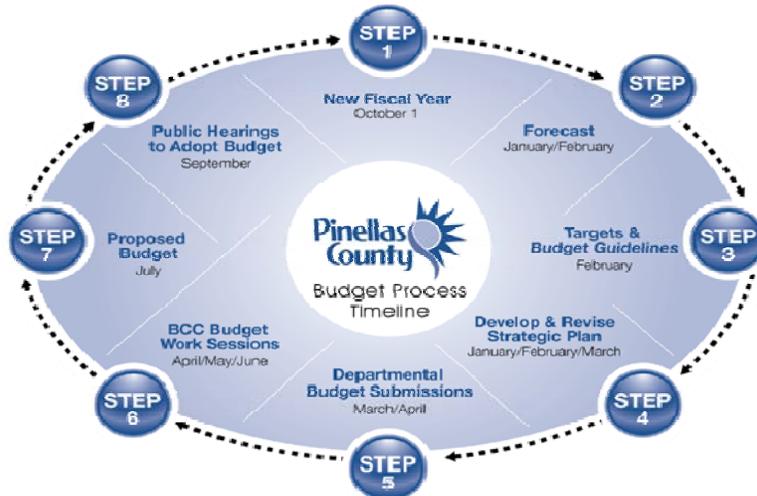
Billing and Collections

- Health center has systems in place to maximize collections and reimbursement for its costs in providing health services, including written billing, credit and collection policies and procedures.

Sliding Fee Discounts

- Health center has a system in place to determine eligibility for patient discounts adjusted on the basis of the patient's ability to pay.
- This system must provide a full discount to individuals and families with annual incomes at or below 100% of the Federal poverty guidelines (only nominal fees may be charged) and for those with incomes between 100% and 200% of poverty, fees must be charged in accordance with a sliding discount policy based on family size and income.
- No discounts may be provided to patients with incomes over 200 % of the Federal poverty guidelines.
- No patient will be denied health care services due to an individual's inability to pay for such services by the health center, assuring that any fees or payments required by the center for such services will be reduced or waived.

Budget | County Process



MMU Advisory Council | Looking Ahead

- July – Clinical Quality Assurance
- August – Strategic Planning

Mobile Medical Unit Advisory Council

Healthcare for the Homeless



Mobile Medical Unit Advisory Council BYLAWS

*Revised based on feedback from HRSA | Reviewed by MMUAC May 5th, Approval
June 2*

The Mobile Medical Unit Advisory Council (MMUAC)(Co-Applicant Board) serves as the patient/community-based governing board to set health center policy for the Healthcare for the Homeless Program on behalf of the Pinellas County Board of County Commissioners. As a public center, the MMUAC includes a representative majority of consumer/patient representatives, meets monthly and fulfills all the required authorities of a governing board. The purpose of the co-applicant arrangement is for the co-applicant board to oversee the implementation of the Section 330 grant and the operation of the Healthcare for the Homeless Program via the Mobile Medical Unit operated by the Pinellas County Human Services Department in accordance with the terms of this Agreement and the Bylaws as adopted by the BCC and MMUAC.

BYLAWS

ARTICLE I – NAME

This organization shall be known as the Mobile Medical Unit (MMU) Advisory Council.

ARTICLE II – MISSION

To bring community services and resources together to provide the best care possible for those in need.

ARTICLE III – GOALS

1. The MMU Advisory Council will assist the Pinellas County Human Services (PCHS) department to implement health services for residents of Pinellas County. These services represent a significant effort by the PCHS to assure that low-income residents have access to an organized system of health care. The MMU Advisory Council and PCHS shall be particularly committed to meeting the health care needs of at-risk indigent populations.
2. The MMU Advisory Council shall review budgets that are included as part of the 330(h) initial and review application.
3. The MMU Advisory Council will serve as an advocate for consumers of the MMU.
4. The MMU Advisory Council will strive to improve communication between the MMU Advisory Council and other service providers.
5. The MMU Advisory Council shall participate in the planning of the grant application to the U.S. Department of Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, under Section 330(h) of the Public Health Services Act for operation of a Federally Qualified Health Center.

ARTICLE IV – OBJECTIVES

1. To increase the accessibility of primary care services to uninsured/underinsured population groups which experience a shortage of primary care.
2. To assure that the MMU provides high quality primary care services.

ARTICLE V – SIZE AND COMPOSITION

A. Size

The MMU Advisory Council shall consist of not less than nine (9) and not more than 25 members.

B. Composition

1. A majority (at least 51%) of the MMU Advisory Council members shall be individuals who are a currently registered patient and must have accessed the health center in the past 24 months to receive at least one or more in-scope services that generated a health center visit. As a group, represent the individuals being serviced or to be served in terms of demographic factors, such as race, ethnicity and gender.
2. No more than one-half of the remaining members of the MMU Advisory Council may be individuals who derive more than ten percent (10%) of their annual income from the health care industry.
3. The remaining MMU Advisory Council members shall be representatives of the community, in which the catchment area is located and shall be selected for their expertise in community affairs, local government, finance, and banking, legal affairs, trade unions, and other commercial and industrial concerns, or social services agencies within the community.
4. No Council member shall be an employee of the Pinellas County or the spouse or child, parent, brother or sister by blood or marriage of such an employee.
5. No more than two (2) MMU Advisory Council members may be Pinellas County Board of County Commission members.
6. Conflicts of interest, as defined by FLORIDA law, or the appearance of conflicts of interest, shall be prohibited.
7. PCHS shall provide logistical and managerial assistance to the MMU Advisory Council.

ARTICLE VI – MEMBERSHIP AND TERMS OF OFFICE

A. Recruitment/Appointment

On an annual or as needed basis, the MMU Advisory Council shall nominate between one (1) and three (3) individuals to the MMU Advisory Council for each vacant council seat for consideration and appointment. The MMU Advisory Council may solicit nominations from the community, current or former consumers of the MMU, persons who are currently or formerly homeless, and other interested individuals who are committed and interested in the delivery of services of the Mobile Medical Unit. The Board of County Commissioners shall make appointments from the slate of nominees presented by the MMU Advisory Council. The MMU Advisory Council and the Board of County Commissioners will use their best efforts to maintain the same ration of consumer members, provider members and consumers-at-large as set out in Article V above.

B. Terms of Office

Members shall be appointed for terms of two (2) years and shall serve until his/her successor is appointed and qualified. Members may serve no more than three (3) consecutive full terms of office.

C. Removal

Any member of the Council may be removed for unexcused absences, inappropriate behavior or unfavorable representation of the MMU Advisory Council, contingent upon a 2/3 vote of the Council, after notice and an opportunity to be heard. An unexcused absence is defined as an absence of which the chair and/or staff coordinator was not notified in advance for the meeting. Not more than three consecutive unexcused absences from board meetings or failure to attend 75% of the meetings in any calendar year will be allowed.

D. Vacancies and Resignations

On an annual basis, vacancies occurring on the Council shall be filled in the same manner as previous appointments were made, following the guidance in Section A. In the process of filling vacancies, the Advisory Council shall extend their best efforts to maintain the Council's composition of consumer members, provider members and consumers-at-large. Any Council member appointed to fill a vacancy shall be appointed for the unexpired term of her/his predecessor in office.

All resignations must be in writing and submitted to the MMU Advisory Council Chairperson thirty (30) days prior to effective date.

The MMU Advisory Council Chairperson shall nominate an interim appointment to fill the remainder of the term of members removed pursuant to Sections C and D. A member appointed by the Chairperson shall serve as a full member of the Advisory Council pending confirmation by the Board of County Commissioners. The Chairperson in making interim appointments shall use best efforts to maintain the same ration of consumer members, provider members and consumers-at-large as set out in Article V above.

E. Compensation

Members of the Council shall serve without compensation. However, members may be reimbursed for reasonable expenses actually incurred related to their service on the MMU Advisory Council.

ARTICLE VII – MEETINGS AND VOTING

A. Annual Meeting

The MMU Advisory Council shall hold an annual meeting during the second quarter of each year. The date and time are to be decided by the Council members.

B. Regular and Special Meetings

Regular meetings of the MMU Advisory Council shall be monthly at a time and place to be decided by the Council. The agenda of each meeting will be distributed to the membership not later than two (2) business days prior to each meeting. Notices of meetings will be included on the Mobile Medical Unit monthly calendar. The agenda may be modified by a majority vote of the members present. All meetings of the Mobile Medical Unit Advisory Council shall be open to the public.

Where geography or other circumstances make monthly, in person participation in board meetings burdensome, monthly meetings may be conducted by telephone or other means of electronic communication where all parties can both listen and speak to all other parties.

Special meetings may be called by the Council Chairperson or by four (4) members of the MMU Advisory Council, at such time and place as may be deemed necessary.

C. Notice of Special Meetings

Council members shall be notified of the time, place and purpose of all special meetings of the MMU Advisory Council at least two (2) days prior by email, facsimile, correspondence, or hand delivery in person. Notices of special meetings of the MMU Advisory Council shall specify the business to be transacted at the special meeting and no other business except that specified shall be considered at the special meeting.

D. Quorum

A majority of the MMU Advisory Council members appointed and serving shall constitute a quorum for the transaction of business. Council officers can act in absence of quorum.

E. Voting

All members shall be deemed as equal members and a simple vote is all that is required. A minimum of three members must be present to solidify a vote, except as may be provided by statute or these bylaws.

F. Recording, Distribution and Storage of Minutes

The MMUAC shall keep a record of its proceedings and shall be custodian of all books, documents, and papers filed with it. All meetings of the MMUAC, as well as all records, books, documents, and papers, shall be open and available to the public in accordance with F.S. § 286.011.

ARTICLE VIII -- OFFICERS AND STAFF ASSISTANCE

A. Officers

The officers of the Council shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election and Terms of Office

The officers shall be elected by the Council during the annual meeting and shall take office immediately thereafter. Terms of office shall be for two (2) years or until their successors are elected. Officers shall be elected at the first meeting of the MMU Advisory Council and shall serve until the second annual meeting thereafter.

C. Removal

Any officer elected by the Council may be removed by two-thirds majority vote after notice and an opportunity to be heard.

D. Vacancy

The unexpired term of an officer not completing his or her term shall be filled by a majority vote of the MMU Advisory Council at the next regular meeting after the vacancy or at a special meeting called for that purpose. A majority vote of the total MMU Advisory Council membership shall be necessary to elect an officer.

E. Chairperson

The Chairperson shall be elected by a majority of the MMU Advisory Council membership and shall preside at all meetings of the MMU Advisory Council. The Chairperson shall make appointments to Councils, with approval of a majority of MMU Advisory Council members. The Chairperson shall arbitrate disputes between these Councils. The Chairperson shall be kept advised of the affairs of PCHS and ensure that all directives and policies are carried into effect. The Chairperson shall fill unexpired terms of Advisory Council members. The Chairperson shall perform other duties as may be assigned by the Council.

F. Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson and shall perform such other duties as from time to time may be assigned by the MMU Advisory Council.

G. Secretary

The Secretary shall keep the minutes of all meetings of the MMU Advisory Council. The Secretary shall give notices of all meetings of the MMU Advisory Council in accordance with the provisions of these bylaws or as required by statute or resolution. The Secretary shall perform other duties as assigned by the MMU Advisory Council.

H. Staff Assistance

PCHS STAFF shall ensure that secretarial and/or stenographic assistance and staff assistance, if appropriate, is provided to the MMU Advisory Council meetings and to the Chairperson in the performance of his/her MMU authorized duties, as may be reasonably requested.

ARTICLE IX – COUNCIL(S)

A. Ad-hoc Committees

The Council may establish ad-hoc Committees as it deems necessary to carry out the purpose and objectives of the MMU. The Chairperson, with the consent of a majority of MMU Advisory Council members, may appoint MMU members to these Committees. Ad-hoc Committees shall be advisory in nature.

B. Standing Committees

The Chairperson of the MMU Advisory Council shall, from among Council members, appoint with the concurrence of a majority of MMU Advisory Council members, the following standing Committees:

1. A Planning and Development Committee composed of four to five (4 -5) Advisory Council members shall be responsible for developing the goals and objectives of the MMU for monitoring and evaluating their implementation and progress, and for reviewing the MMU's by-laws. Additionally, this Committee will monitor local, state, and federal issues regularly informing the Board of these issues.
2. A Clinical Operations Committee composed of four to five (4 -5) council members shall work with PCHS on establishing all policies and procedures, except for personnel and fiscal policies and procedures (retained by Pinellas County Board of County Commissioners). This Council recommends the approval of the annual quality assurance/quality improvement plan to the full council, monitors the plan's implementation and results. This Council will meet at least quarterly.

The function of the standing Committees is advisory in nature. Any action or decision must be approved by the FULL MMU Advisory Council. No Council or individual member may decide any matter or action without specific Council approval. The PCHS Project Director shall be a non-voting member of all Committees.

C. General Committee Procedures

1. Term: Each standing Committee, except the Nominating Committee, shall be appointed at the annual meeting of the Advisory Council and shall serve for the ensuing year. Council chairpersons shall also serve for the ensuing year.

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2. Meeting Procedure: Every meeting of a standing Committee of the Advisory Council shall be called by its chairperson or by a majority of Council members. At the first meeting of a standing Council, a meeting schedule shall be determined. In the event that a special meeting is necessary, Council members shall be notified of the time, place and purpose of the special Council meeting at least two (2) business days prior by facsimile, correspondence, or hand delivery in person. A quorum for the conduct of Council business shall require the presence of a majority of the Council members.
 3. Membership: Only Council members may be appointed to standing Committees of the MMU Advisory Council. The Council may request that non-Council members attend MMU Advisory Council meetings to provide assistance or information.
 4. Voting: When a Council meets and votes on an issue, only members of that Council may vote. Advisory Council members who are present and who are not members of the Council may not vote. MMU Advisory Council is advisory in nature and all actions shall be forwarded for review and action/inaction to the full Board of County Commissioners.

ARTICLE X -- RESPONSIBILITIES OF THE COUNCIL

A. Personnel Policies and Procedures

The MMU Advisory Council, through its Cooperative Agreement, shall be bound by the Pinellas County personnel policies and procedures. These agreements and policies include selection and dismissal procedures, performance appraisal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity and non-discrimination practices as established by the Pinellas County Board of County Commissioners.

B. Financial Management

The MMU Advisory Council shall annually review the budget prepared by the PCHS Department for the operation of the MMU. The MMU Advisory Council shall advise the Pinellas County Board of County Commissioners regarding this budget. The MMU Advisory Council shall review and approve the annual Section 330 grant budget and recommend this budget to the Board of County Commissioners. The MMU Advisory Council and Board of County Commissioners shall jointly approve the annual Section 330 budget submitted to the Bureau of Primary Health Care.

The MMU Advisory Council shall review management reports to support the PCHS and the Board of County Commissioners in the operation of the MMU. The MMU Advisory Council shall provide assurance to the Federal Bureau of Primary Care that the MMU shall operate within the adopted budget. The MMU Advisory Council shall set a fee schedule for the services provided through the MMU and shall recommend to the Board of County Commissioners policies for discounting fees (i.e. sliding fee scale) based on patient/family size and income.

Audits, as required by law for the 300 Grant Agreement shall be performed by an independent auditor. The audits may be performed in conjunction with other Pinellas County audits.

C. Evaluate Health Center Activities

The Council shall evaluate utilization patterns, productivity, patient satisfaction, and achievement of project objectives of the MMU, and shall develop and implement a process for hearing and resolving patient grievances.

The Council shall evaluate the MMU achievements at least annually and utilizing the knowledge gained thereby to revise the MMU goals, objectives, plan and budget as necessary and appropriate, including providing advice regarding the establishment of linkages with other health care providers and/or health care programs.

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

D. Compliance with Laws

The Council shall assure that the MMU is operated in compliance with applicable Federal, State and local laws and regulations.

E. Health Care Policies

The Council shall work with the MMU clinical staff to establish policies for health care delivery, including those dealing with the scope, availability and types of services, location and hours of services, and quality of care audit procedures.

F. Grants

The Advisory Council shall work with the PCHS to identify and make application for grant opportunities.

G. Administrative Assistance

The PCHS shall provide the administrative assistance necessary to fulfill the Council's responsibilities.

H. Conflict of Interest

No employee, officer or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers or agents of the recipients.

ARTICLE XI -- FISCAL YEAR

The fiscal year of the Council shall be November 1 through October 31.

ARTICLE XII -- ORDER OF BUSINESS

The order of business of the Council at its regular and annual meetings, unless changed by a majority vote of its members, shall be as follows:

Regular Meeting

1. Welcome and Call to Order
2. Approval of Minutes
3. Guest Speaker, if applicable
4. Community Input (limited to 3 minutes unless extended by the Chairperson)
5. Staff Reports (Governance, Fiscal, Clinical)
6. Committee Reports, if any
7. Other
8. Adjournment

Annual Meeting

1. Welcome, and Call to Order
2. Approval of Minutes
3. Community Input (limited to 3 minutes unless extended by the Chairperson)
4. Chairperson's Annual Report
5. Election of Board Officers
6. Unfinished Business
7. New Business
8. Board Announcements
9. Adjournment

ARTICLE XIII—AMENDMENTS

These bylaws may be amended at a regular meeting of the Council by a two-thirds vote of the entire membership of the MMU Advisory Council, only after the proposed change has been presented and discussed at a previous regular meeting. Amendments to the bylaws do not become effective until voted and approved by the Board of County Commissioners.

ARTICLE XIV -- PROXY

An absent MMU Advisory Council member shall not be allowed to vote by proxy.

ARTICLE XV -- PARLIAMENTARY AUTHORITY

The Parliamentary Authority of the Council shall be Robert's Rules of Order.

CONCLUSION

To the extent that any of the MMU Advisory Council By-laws are contrary to statutory requirements or the PCHS' authorization, they shall be of no force or effect.

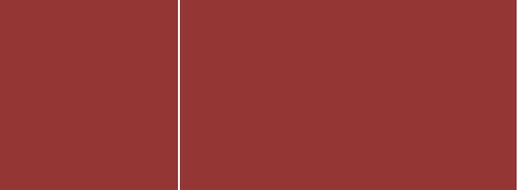
ADOPTED -

Approved by MMU Advisory Council 11/04/2014

Updated Draft as of 4/10/2015 per feedback from HRSA on 3/30/2015

Provided to MMU Advisory Council for review on 5/5/2015

Approved by MMU Advisory Council 00/00/2015



Mobile Medical Unit Advisory Council & Pinellas County Board of County Commissioners Co-Applicant Agreement

Revised based on feedback from HRSA | Review by MMUAC May 5th, Approval June 2, Submitted to BCC in July

The Mobile Medical Unit Advisory Council (MMUAC)(Co-Applicant Board) serves as the patient/community-based governing board to set health center policy for the Healthcare for the Homeless Program on behalf of the Pinellas County Board of County Commissioners. As a public center, the MMUAC includes a representative majority of consumer/patient representatives, meets monthly and fulfills all the required authorities of a governing board. The purpose of the co-applicant arrangement is for the co-applicant board to oversee the implementation of the Section 330 grant and the operation of the Healthcare for the Homeless Program via the Mobile Medical Unit operated by the Pinellas County Human Services Department in accordance with the terms of this Agreement and the Bylaws as adopted by the BCC and MMUAC.

CO-APPLICANT AGREEMENT

BETWEEN

Mobile Medical Unit Advisory Council (MMUAC)

AND

Pinellas County Board of County Commissioners (BCC)

This Co-Applicant Agreement (hereinafter referred to as “Agreement”) is entered into this November 4, 2014, by and between the Mobile Medical Unit Advisory Council (MMUAC) and the Pinellas County Board of County Commissioners (BCC), herein represented by MMUAC and BCC, defined below, shall be collectively referred to as the “Parties”).

Recitals

Whereas, the MMUAC was established to serve as an advocate for consumers of the Healthcare for the Homeless program and per HRSA governance requirements, to oversee operations of the Healthcare for the Homeless program in Pinellas County; and

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

Whereas, The MMUAC shall review budgets that are included as part of the 330(h) initial and renewal applications; and

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

Whereas, pursuant to such funding by the HHS, the BCC and the MMUAC must set forth the responsibilities of each party; and

Whereas, the BCC wishes to give support to the MMUAC, and recognizes the powers, privileges, and functions of each party as contained herein.

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

1. MMUAC’s Role.

1.1. MMUAC Purpose:

The MMUAC shall oversee the implementation of the Section 330 grant and the operation of the Healthcare for the Homeless Program operated by the Pinellas County

CO-APPLICANT AGREEMENT

Human Services Department in accordance with the terms of this Agreement and the Bylaws as adopted by the BCC and MMUAC. The Bylaws are incorporated herein by reference and attached as Exhibit A. The MMUAC will provide guidance and assist the BCC and the PCHS Department to implement health services for Pinellas County homeless residents. These services shall provide assurance that homeless Pinellas County residents have access to an organized system of health care, and shall assure that County residents have adequate access to categorical public health programs. The MMUAC, BCC and PCHS Department shall be particularly committed to meeting the needs of the homeless population in the county.

1.2. Composition of and Appointments to the MMUAC.

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

1.3. Joint Application

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

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

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

- 1.4.1. Access to Care: To increase the accessibility of primary care services to the homeless population which experiences a shortage of primary care.
- 1.4.2. Program Evaluation: Evaluating the MMU achievements at least annually and utilizing the knowledge gained thereby to revise the MMU goals, objectives, plan and budget as necessary and appropriate, including providing advise regarding the establishment of linkages with other health care providers and/or health care programs.
- 1.4.3. Evaluation of Project Director: The Project Director shall be primarily responsible for the management and operation of the Healthcare for the Homeless Program . The MMUAC shall have the authority to suspend, remove, appoint and/or reappoint a person the position of Project Director in accordance with the Pinellas County personnel rules and other procedures and policies of the Board of County Commissioners. The MMUAC shall participate in the annual performance evaluation of the Project Director, to be conducted in accordance with HHS Health Resources and Services Administration's Bureau of Primary Health Care's Program Requirements and Pinellas County personnel policies.

- 1.4.4. Personnel Policies: Personnel policies and procedures of the health center shall be those adopted by the Board of County Commissioners for Pinellas County employees (See Section 2.1.6 below). The MMUAC may make recommendations to the BCC regarding the terms and conditions of those agreements as might benefit the operation of the Healthcare for the Homeless Program.
- 1.4.5. Compliance: Evaluating itself periodically for efficiency, effectiveness, and compliance with all requirements imposed upon community health centers, as set forth in Section 330 of the Public Health Service Act, 42 U.S.C. § 254b;
- In conjunction with Human Services, assuring that the Healthcare for the Homeless Program is operated in compliance with applicable Federal, State and local laws and regulations; and
- 1.4.6. Subject to Section 2.1 of this Agreement, performing all other authorities and responsibilities that are required by Section 330 and its implementing regulations and policies to be vested in a Section 330-compliant governing Board.
- 1.4.7. Financial Plan and Budget: The Project Director, in collaboration with the finance department, shall prepare a budget and financial plan for each fiscal year, in accordance with Pinellas County policies and procedures. The MMUAC shall annually review and approve the budget prepared by PCHS for the operation of the Healthcare for the Homeless Program and recommend this budget to the BCC. The MMUAC and BCC shall jointly approve the annual Section 330 budget submitted to the Bureau of Primary Health Care.
- 1.4.8. Amendments to the Budget: Pinellas County budget policies and procedures will be utilized for all amendments to the jointly adopted Healthcare for the Homeless Program budget. Amendments requiring full approval of the BCC shall also require approval of the MMUAC. MMUAC approval shall either be obtained prior to the submission of the adjustment to the BCC or the action of the BCC shall be contingent upon the concurrence of the MMUAC.
- 1.4.9. Strategic Planning: The MMUAC shall participate in the strategic planning process based on (i) an assessment of the health care needs of the community served by the MMU, (ii) the scope and capabilities of other health care providers in the community, (iii) the resources available to the MMU; and (iv) any policy changes that may be required to comply with such strategic plan.

2. The BCC's Role.

2.1. Governance Authorities and Responsibilities for the Health Center.

The BCC shall exercise certain governance responsibilities and authorities with respect to the MMU. These authorities and responsibilities include:

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

- 2.1.2. Financial Management: Developing, adopting, and periodically updating policies for financial management practices, including a system to assure accountability for Health Center resources, and long-range financial planning in conjunction with MMUAC;
- 2.1.3. Internal Controls: Developing, adopting, and periodically updating internal control procedures to ensure sound financial management procedures as well as purchasing policies and standards;
- 2.1.4. Personnel Policies: Developing, adopting, and periodically updating personnel policies and procedures that shall be applicable to all County employees. Policies and procedures shall set forth selection, performance review/evaluations, and dismissal procedures, employee compensation, including wage and salary scales and benefit packages, position descriptions and classification, employee grievance procedures, and which shall meet all Federal and/or State employment requirements including, but not limited to, equal employment opportunity, drug free workplace, and non-discrimination laws;
- 2.1.5. Strategic Planning: In conjunction with the MMUAC, developing and adopting an annual strategic plan; and
- 2.1.6. Compliance: In conjunction with the MMUAC, assuring that the Healthcare for the Homeless Program is operated in compliance with applicable Federal, State and local laws and regulations.

2.2. Operational Responsibilities.

The BCC shall fulfill the following obligations with respect to Healthcare for the Homeless Program:

- 2.2.1. Applying for and maintaining all licenses, permits, certifications, and other approvals necessary for the operation of the Healthcare for the Homeless Program.
- 2.2.2. Budget: The Project Director, in collaboration with the finance department, shall prepare a budget and financial plan for each fiscal year, in accordance with Pinellas County policies and procedures. The MMUAC shall annually review the budget prepared by PCHS for the operation of the Healthcare for the Homeless Program. The MMUAC shall review and approve the annual Section 330 grant budget and recommend this budget to the BCC. The MMUAC and BCC shall jointly approve the annual Section 330 budget submitted to the Bureau of Primary Health Care.
- 2.2.3. Amendments to the Budget: Pinellas County budget policies and procedures will be utilized for all amendments to the jointly adopted Healthcare for the Homeless Program budget. Amendments requiring full approval of the BCC shall also require approval of the MMUAC. MMUAC approval shall either be obtained prior to the submission of the adjustment to the BCC or the action of the BCC shall be contingent upon the concurrence of the MMUAC.

- 2.2.4. In accordance with Federal Section 330 regulations, receiving, managing and disbursing Healthcare for the Homeless Program revenues, if any, consistent with the Healthcare for the Homeless Program budget approved and Federal Program Requirements in accordance with this Agreement. MMUAC shall not be required to disburse funds for any expenditure not authorized by a budget approved in accordance with this Agreement. BCC shall advise in writing to the MMUAC before implementing any material change in the Healthcare for the Homeless Program approved budget.
- 2.2.5. Directly employing or contracting for all Healthcare for the Homeless Program personnel (including the Project Director, other key management, and all clinical, administrative, and support staff) as may be necessary to operate the Healthcare for the Homeless Program and to furnish, or arrange for the provision of, the full range of primary, preventive, and supplemental health care services required by Section 330. Clinicians hired by the Healthcare for the Homeless Program shall meet the credentialing requirements and qualifications established by the BCC.
- 2.2.6. Developing and establishing management and control systems for the Healthcare for the Homeless Program that are in accordance with sound financial management procedures, including:
 - 2.2.6.1. The establishment of billing and collection systems pursuant to which MMU shall make every reasonable effort to bill and collect payment from patients in accordance with the fee schedule and schedule of discounts established in accordance with 42 CFR §51c.303 and other billing and collection policies developed in consultation with the BCC, as well as make reasonable efforts to bill and collect payments without application of any discounts from public and private third party payors; and
- 2.2.7. On behalf of the BCC, PCHS is responsible for preparing monthly financial and operational reports for the MMUAC, and any other reports reasonably requested by the MMUAC in order to enable the MMUAC to fulfill its responsibilities for the Healthcare for the Homeless Program;
- 2.2.8. Under the direction of the HS's Project Director, managing the day-to-day business affairs of the MMU. Such management functions may include, but are not limited to:
 - 2.2.8.1. Developing clinical protocols, medical standards, productivity standards, and quality assurance programs designed to meet the health care policies and procedures established by the MMUAC, as well as standards imposed by appropriate funding sources, government agencies, and certifying agencies; and
 - 2.2.8.2. Providing all necessary management, administrative or financial expertise and personnel as shall be necessary to assure high level technical expertise in areas relevant to the Healthcare for the Homeless Program operations.

3. Mutual Obligations.

- 3.1. The MMUAC Chair (or his/her duly authorized designee), on behalf of Healthcare for the Homeless Program, and the Health Center's Project Director (or his/her duly authorized designee), on behalf of the BCC, shall coordinate the Parties' efforts to meet their respective obligations under this Agreement and shall cooperate to communicate and resolve any issues between the Parties. Each shall be reasonably accessible and available for (i) consultations regarding day-to-day operations of the Healthcare for the Homeless Program; (ii) when requested, meetings of the Parties' respective governing boards; and (iii) otherwise as is reasonably necessary.
- 3.2. The Parties shall collaborate to provide orientation and training to MMUAC members, in conjunction with Healthcare for the Homeless Program staff, in order to educate MMUAC members regarding their legal duties and obligations vis-à-vis the Healthcare for the Homeless Program.
- 3.3. The Parties agree that Section 330 grant funds and grant-related income (including fees, premiums, and third-party reimbursements) and State, local and other operational funds which may be collected, shall be utilized to reimburse the Parties for costs incurred in carrying out each Party's obligations consistent with the approved Healthcare for the Homeless Program's annual budget.
- 3.4. Record Keeping and Reporting.
 - 3.4.1. Each Party shall maintain records so as to enable the Parties to meet all grant-related reporting requirements. Specifically, MMUAC shall assist the BCC, as requested, in the preparation of those portions of the financial report ("FFR"), as well as other reports, which pertain to the operation of the Healthcare for the Homeless Program.
 - 3.4.2. The Parties shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Agreement for a period of four (4) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the four (4) year period, the Parties agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such systems, records, reports, books, documents, and papers are retained.
 - 3.4.3. The Parties agree that the BCC shall retain ownership of all medical records established and maintained relating to diagnosis and treatment of patients served by the Healthcare for the Homeless Program.

3.5. Insurance.

- 3.5.1. Professional Liability Insurance. To the extent permitted by Federal law, in lieu of the professional liability insurance coverage specified, the Parties agree to apply for and secure, on behalf of the MMU, the BCC and all personnel employed (and, in certain circumstances, contracted) by the public entity to provide services on behalf of the Health Center, Federal Tort Claims Act (FTCA) coverage for professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing health services at the MMU to MMU patients.
- 3.5.2. Workers' Compensation Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by the BCC, the BCC shall provide, at its sole cost and expense, throughout the term of this Agreement, worker's compensation insurance or self insurance for its employees and such other persons as required by law, as the same may be from time to time amended. The BCC shall require its subcontractors to provide Worker's Compensation Insurance for its employees in accordance with applicable law.
- 3.5.3. Liability and Property Damage Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by the BCC, the BCC shall provide, at its sole cost and expense, general liability insurance or self insurance (including but not limited to automobile and broad form contractual coverage) against bodily injury or death of any person, as well as insurance or self insurance against liability for property damages, related to the Healthcare for the Homeless Program.
- 3.5.4. Directors and Officers Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by the BCC, each Party shall provide, at its sole cost and expense, throughout the term of this Agreement, directors and officers insurance or self insurance consistent with prevailing standards.
- 3.5.5. 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.
- 3.5.6. Proof of Insurance. Each Party agrees to provide the other Party with a minimum of thirty (30) days' prior written notice in the event any of the insurance policies or self-insurance funds required are canceled, or materially changed or materially amended. Each Party shall, from time to time, upon reasonable request of the other Party, furnish such Party with 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.

3.6. Indemnification.

3.6.1. Each Party agrees to hold harmless the other Party and its directors, officers, employees and agents from any and all claims or losses resulting to the other Party and/or any third parties, including attorneys' fees, costs and expenses, arising out of the indemnifying Party's performance or failure to fully perform any of its obligations under this Agreement.

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

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

3.8. Copyrightable Material.

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

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

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

4. Third Party Affiliations.

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

5. Governing Law.

5.1. Applicable Federal Laws, Regulations and Policies.

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

5.2. Compliance with State and Local Law.

This Agreement is governed by the laws of the State of Florida. Each Party

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

5.3. New BPHC Directives.

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

5.4. Non-Discrimination.

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

6. **Term.**

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

7. **Termination.**

7.1. Immediate Termination.

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

7.2. For Cause Termination.

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

7.3. Termination for Mutual Convenience.

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

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

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

8. **Dispute Resolution.**

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

9. **Proprietary Information and Confidentiality.**

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

agrees: (i) to turn over promptly to the other Party any memoranda, notes, records, and/or other documents created by it which contain references to such other Party's confidential or proprietary information; and (ii) that it will not retain any copies, extracts or other reproductions, in whole or in part, of such returned confidential or proprietary information or any memoranda, notes, records and/or other documents related to such information.

9.4. The Parties agree that their obligations and representations regarding all confidential and proprietary information shall be in effect during the term of this Agreement and shall survive the expiration or termination (regardless of the cause of termination) of this Agreement.

9.5. The Parties shall ensure that their respective directors, officers, employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

10. Notices.

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

For MMUAC: Mobile Medical Unit Advisory Council
Attn: Chairman
Care of: Pinellas County Human Services Director
440 Court Street, 2nd Floor
Clearwater, FL 33756

For BCC: Pinellas County Human Services Department
Attn. Director, Human Services
440 Court Street, 2nd Floor
Clearwater, FL 33756

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

11. Assignment.

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

12. Non-Severability.

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, or should any part of this Agreement, as determined by DHHS or any other governmental authority, cause BCC and the MMUAC (as co-applicants) not to comply with Section 330, the Parties agree to attempt to amend this Agreement as shall reasonably necessary to achieve compliance. In

the event that the Parties reach such an agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted. In the event that no such amendments or agreements for amendments can reasonably be made, this Agreement shall immediately terminate.

13. Amendments.

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

14. Descriptive Headings.

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

15. Waiver.

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

16. Agency.

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

17. Third-Party Beneficiaries.

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

18. Entire Agreement.

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

CO-APPLICANT AGREEMENT

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

Mobile Medical Unit Advisory Council

By: _____

Title: _____

Print: _____

Date: _____

Pinellas County Board of County Commissioners

By: _____

Title: _____

Print: _____

Date: _____

June 2015

Mobile Medical Unit Calendar

(VAN Maintenance Every Monday 3:30 – 5:00)

Monday

Tuesday

Wednesday

Thursday

Friday

<p>1 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:00pm</p> <p>12:30 pm – 3:30 pm Turning Point Clients</p>	<p>2 <u>Clearwater</u> Pinellas Hope 5726 126th Ave. North 8:30am – 5:00pm</p> <p>MMUAC Meeting 3:00 pm Pinellas Hope</p>	<p>3 <u>Clearwater</u> Pinellas Hope 5726 126th Ave. North 8:30am – 5:00pm</p> <p>(Van located in back parking area)</p>	<p>4 <u>St. Petersburg</u> Salvation Army ARC 5885 66th St No 8:30am – 5:00pm</p>	<p>5 <u>St. Petersburg</u> Salvation Army One Stop 1400 4th St. South 8:30am – 4:00pm</p>
<p>8 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:00pm</p> <p>12:30 pm – 3:30 pm Turning Point Clients</p>	<p>9 <u>St Petersburg</u> SVDP Center of Hope 401 15th Street N St Petersburg, FL 33713 (8:30am –5:00pm)</p>	<p>10 <u>Clearwater</u> Pinellas Hope 5726 126th Ave. North 8:30am –5:00pm</p> <p>(Van located in back parking area)</p>	<p>11 <u>St. Petersburg</u> Salvation Army ARC 5885 66th St No 8:30am –5:00pm</p>	<p>12 <u>St. Petersburg</u> Salvation Army One Stop 1400 4th St. South 8:30am – 4:00pm</p>
<p>15 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:30pm</p> <p>Staff Meeting 1:30 – 3:30pm</p>	<p>16 <u>Clearwater</u> Pinellas Hope 5726 126th Ave. North 8:30am – 5:00pm</p> <p>(Van located in back parking area)</p>	<p>17 <u>Clearwater</u> Pinellas Hope 5726 126th Ave. North 8:30am –12:00pm</p> <p>1:30 pm – 5:00 pm Training</p>	<p>18 <u>St. Petersburg</u> Salvation Army ARC 5885 66th St No 8:30am – 5:00pm</p>	<p>19 <u>No Services</u> Training Day</p>
<p>22 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:30pm</p> <p>12:30 pm – 3:30 pm Turning Point Clients</p>	<p>23 <u>St Petersburg</u> SVDP Center of Hope 401 15th Street N St Petersburg, FL 33713 8:30am –5:00pm)</p>	<p>24 <u>Clearwater</u> Pinellas Hope 5726 126th Ave. North 8:30am –5:00pm</p> <p>(Van located in back parking area)</p>	<p>25 <u>St. Petersburg</u> Salvation Army ARC 5885 66th St No 8:30am – 5:00pm</p>	<p>26 <u>St. Petersburg</u> Salvation Army One Stop 1400 4th St. South 8:30am – 4:00pm</p>
<p>29 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:00pm</p> <p>12:30 pm – 3:30 pm Turning Point Clients</p>	<p>30 <u>Clearwater</u> Pinellas Hope 5726 126th Ave. North 8:30am – 5:00pm</p> <p>(Van located in back parking area)</p>			

No Appointment Necessary--Walk-ups Preferred

www.pinellascounty.org/humanservices 727-453-7866

Monday

Tuesday

Wednesday

Thursday

Friday

1 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	2 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	3 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	4 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm Nurse Only	5 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 4:30pm Nurse Only
8 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	9 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	10 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	11 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	12 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 4:30pm
15 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm <u>Staff Meeting</u> 1:30 – 3:30pm	16 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	17 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 12:00pm 1:30 pm – 5:00 pm Training	18 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm Nurse Only	19 <u>No Services</u> <u>Training Day</u>
22 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	23 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	24 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	25 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	26 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 4:30pm
29 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	30 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm			

No Appointment Necessary--Walk-ups Preferred

www.pinellascounty.org/humanservices 727-453-7866

July 2015

Mobile Medical Unit Calendar

(VAN Maintenance Every Monday 3:30 – 5:00)

Monday

Tuesday

Wednesday

Thursday

Friday

		1 <u>Clearwater</u> Pinellas Hope 5726 126 th Ave. North 8:30am – 5:00pm (Van located in back parking area)	2 <u>St. Petersburg</u> Salvation Army ARC 5885 66 th St No 8:30am – 5:00pm	3 4th of July Holiday No services
6 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:30pm 12:30 pm – 3:30 pm Turning Point Clients	7 <u>Clearwater</u> Pinellas Hope 5726 126 th Ave. North 8:30am – 5:00pm MMUAC Meeting 3:00 pm Pinellas Hope	8 <u>Clearwater</u> Pinellas Hope 5726 126 th Ave. North 8:30am – 5:00pm (Van located in back parking area)	9 <u>St. Petersburg</u> Salvation Army ARC 5885 66 th St No 8:30am – 5:00pm	10 <u>St. Petersburg</u> Salvation Army One Stop 1400 4 th St. South 8:30am – 4:00pm
13 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:30pm 12:30 pm – 3:30 pm Turning Point Clients	14 <u>St Petersburg</u> SVDP Center of Hope 401 15th Street N St Petersburg, FL 33713 8:30am – 5:00pm	15 <u>Clearwater</u> Pinellas Hope 5726 126 th Ave. North 8:30am – 5:00pm (Van located in back parking area)	16 <u>St. Petersburg</u> Salvation Army ARC 5885 66 th St No 8:30am – 5:00pm	17 <u>St. Petersburg</u> Salvation Army One Stop 1400 4 th St. South 8:30am – 4:00pm
20 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:30pm Staff Meeting 12:30 – 3:30 pm	21 <u>Clearwater</u> Pinellas Hope 5726 126 th Ave. North 8:30am – 5:00pm (Van located in back parking area)	22 <u>Clearwater</u> Pinellas Hope 5726 126 th Ave. North 8:30am – 5:00pm (Van located in back parking area)	23 <u>St. Petersburg</u> Salvation Army ARC 5885 66 th St No 8:30am – 5:00pm	24 <u>St. Petersburg</u> Salvation Army One Stop 1400 4 th St. South 8:30am – 4:00pm
27 <u>Clearwater</u> SVDP Soup Kitchen 1340 Pierce Street 8:30am – 12:30pm 12:30 pm – 3:30 pm Turning Point Clients	28 <u>St Petersburg</u> SVDP Center of Hope 401 15th Street N St Petersburg, FL 33713 8:30am – 5:00pm	29 <u>Clearwater</u> Pinellas Hope 5726 126 th Ave. North 8:30am – 5:00pm (Van located in back parking area)	30 <u>St. Petersburg</u> Salvation Army ARC 5885 66 th St No 8:30am – 5:00pm	31 <u>St. Petersburg</u> Salvation Army One Stop 1400 4 th St. South 8:30am – 4:00pm

No Appointment Necessary--Walk-ups Preferred

www.pinellascounty.org/humanservices 727-453-7866

July 2015

Safe Harbor Calendar

Monday

Tuesday

Wednesday

Thursday

Friday

		1 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	2 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	3 4th of July Holiday No services
6 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	7 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	8 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 1:00 pm – 5:00pm	9 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm Nurse Only	10 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm Nurrae Only
13 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	14 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	15 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	16 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	17 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm
20 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 12:30 pm Staff Meeting 12:30 – 3:30pm	21 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	22 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	23 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	24 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm
27 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00 pm	28 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	29 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	30 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm	31 <u>Clearwater</u> Safe Harbor 14840 49 th St. No. 8:30am – 5:00pm

No Appointment Necessary--Walk-ups Preferred

www.pinellascounty.org/humanservices 727-453-7866

**PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
HEALTH & COMMUNITY SERVICES DEPARTMENT**

HEALTH CENTERS | MOBILE MEDICAL UNIT | #H80CS00024
SITE VISIT MAY 6-8, 2014 | STATUS OF CONDITIONS

CONDITION #1: ARRANGEMENTS FOR HOSPITAL ADMITTING AND CONTINUITY OF CARE

R.4.1 Arrangements for Hospital Admitting and Continuity of Care: Health center physicians have admitting privileges at one or more referral hospitals, or other such arrangement to ensure continuity of care. In cases where hospital arrangements (including admitting privileges and membership) are not possible, the health center must firmly establish arrangements for hospitalization, discharge planning, and patient tracking. (Section 330(k)(3)(L) of the PHS Act)

Submission Requirement: Within 90 days, provide a plan for obtaining admitting privileges and/or for developing other firmly established arrangements for health center patients that require hospitalization and which ensures continuity of care in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented.

CONDITION #1 | INPATIENT HOSPITAL TRACKING POLICY AND PROCEDURE

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
09/16/14	09/18/14	Feedback received 4/10/15 NOA Issued 5/5/15 for 120 day implementation	MMUAC Approved at Mtg- 11/4/14	Due 9/2/15 or Due 9/19/15?	

CONDITION #2: AFTER HOURS COVERAGE

R.2.2 After Hours Coverage: Health center provides professional coverage for medical emergencies during hours when the center is closed. (Section 330(k)(3)(A) of the PHS Act and 42 CFR Part 51c.102(h)(4)).

Submission Requirement: Within 90 days, provide a plan for after hours coverage in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented.

CONDITION #2 | AFTER HOURS COVERAGE POLICY & PROCEDURE

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
09/16/14	09/18/14	Feedback provided on 10/28/14 NOA issued 5/5/15 for 120 day implementation	MMUAC Approved at Mtg - 11/4/14	Due 9/2/15 or Due 9/19/15?	

CONDITION #3: SUBSTANCE ABUSE SERVICES

R.2.3 Substance Abuse Services (Health Care for Homeless): Health center provides all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established written arrangements and referrals. (Section 330(a) of the PHS Act) Health centers requesting funding to serve homeless individuals and their families must provide substance abuse services among their required services. (Section 330(h)(2) of the PHS Act) Based upon a recent review, substance abuse services are not currently being offered either directly or through an appropriate established written arrangement or referral.

Submission Requirement: Within 90 days, provide a plan to offer substance abuse services in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented.

CONDITION #3 | MENTAL HEALTH/SUBSTANCE ABUSE SUB-CONTRACT W/FLORIDA DEPT OF HEALTH

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
10/7/14	10/22/14	Feedback received 5/19/15 Received NOA 5/27/15	BCC Approved at 10/21 Mtg	Due 9/24/15	

CONDITION #3 | MENTAL HEALTH/SUBSTANCE ABUSE POLICY & PROCEDURE

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
9/16/14	10/22/14	Feedback received 5/19/15 Received NOA 5/27/15	MMUAC Approved at Mtg - 11/4/14	Due 9/24/15	

CONDITION #4: SLIDING FEE DISCOUNT PROGRAM

R.2.4 Sliding Fee Discount Program: Health center has a system in place to determine eligibility for patient discounts adjusted on the basis of the patient's ability to pay. This system must provide a full discount to individuals and families with annual incomes at or below 100% of the Federal poverty guidelines (only nominal fees may be charged) and for those with incomes between 100% and 200% of poverty, fees must be charged in accordance with a sliding discount policy based on family size and income. No discounts may be provided to patients with incomes over 200 percent of the Federal poverty guidelines. No patient will be denied health care services due to an individual's inability to pay for services by the health center, assuring that any fees or payments required by the health center for such services will be reduced or waived. (Section 330(k)(3)(G) of the PHS Act, 42 CFR Part 1.305(f)) and 42 CFR Part 51c.303(u).

Submission Requirement: Within 90 days, provide a plan for a sliding fee discount program, including updating the schedule of discounts if appropriate, in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented.

Completed

CONDITION #4 | SLIDING SCALE FEE ASSESSMENT & BILLING PROCEDURES POLICY & PROCEDURE

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
9/16/14	9/18/14	Feedback provided on 10/28/14	MMUAC Approved at Mtg - 11/4/14	Resubmitted to HRSA on 11/12	3/5/2014

CONDITION #5: CREDENTIALING & PRIVILEGING

Health center maintains a core staff as necessary to carry out all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established arrangements and referrals. Staff must be appropriately licensed, credentialed and privileged (Section 330(a)(1), (b)(1)(2), (k)(3)(C), and (k)(3)(I) of the PHS Act).

Submission Requirement: Within 90 days, provide a plan for developing credentialing and privileging policies and procedures that meet the requirements articulated by the Health Resources and Services Administration (HRSA) in Policy Information Notices (PIN) 2002-22 and 2001-16 and if applicable, documentation that demonstrates that all providers are appropriately credentialed and privileged to perform the activities and procedures detailed within the health center’s approved scope of project OR provide board approved documentation that compliance with this requirement has been implemented. The plan must:

- Include a description of health center processes to ensure all health center providers are appropriately licensed, credentialed and privileged to perform the activities and procedures detailed within the health center’s approved scope of project. This plan must also
- Ensure policies and procedures will address credentialing and privileging for all licensed or certified health center practitioners, employed or contracted, volunteers and locum tenens, currently providing services at the health center sites or locations in accordance with the requirements of Policy Information Notices (PIN) 2002-22 and 2001-16.
- Have appropriate documentation of credentialing and privileging and include written confirmation of credentialing and privileging (i.e., primary source copies of the health center’s provider files that document provider licensure, registration, or certification; education, training, current competence, and health fitness, among other things) for all licensed or certified health center practitioners, employed or contracted, volunteers and locum tenens, currently providing services at all health center sites or locations in accordance with the requirements of PINs 2002-22 and 2001-16.

Please note that the Federally Supported Health Centers Assistance Act (FSHCAA), section 224 of the PHS Act (42 U.S.C. 233(g)(n)), as a condition of health center eligibility for deemed federal employment, requires that health centers demonstrate implementation of appropriate policies and procedures to reduce the risk of medical malpractice and associated lawsuits, and review and verification of the professional credentials, fitness, and license status, among other items, of its licensed or certified health care practitioners. Review PIN 2002-22 and PIN 2001-16 for additional guidance on the credentialing and privileging requirements for health center providers.

CONDITION #5 | CREDENTIALING & PRIVILEGING POLICY & PROCEDURE

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
9/16/14	9/18/14	Feedback issued 4/10/15 NOA Issued 2/3/2015	MMUAC Approved - Mtg 11/4/14	Due June 3, 2015 or Sept 19, 2015?	

CONDITION #6: REQUIRED OR ADDITIONAL SERVICES

R.2.3 Required or Additional Services: Health center provides all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established written arrangements and referrals. (Section 330(a) of the PHS Act). Based upon a recent review, one or more required or additional service is not currently being offered either directly or through an appropriate established written arrangement or referral.

Submission Requirement: Within 90 days, provide a plan to offer these services in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented.

CONDITION #6 | FLORIDA DEPT OF HEALTH CONTRACT AMENDMENT for OB/GYN SERVICES

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
10/7/14	10/22/14	Feedback received 5/19/15 Received NOA 5/27/15	BCC Approved at 10/21 Mtg	Due 9/24/15	

CONDITION #6 | OB/PRE-NATAL TRACKING & REFERRAL POLICY & PROCEDURE

Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
9/16/14	10/22/14	Feedback received 5/19/15 Received NOA 5/27/15	MMUAC Approved at Mtg - 11/4/14	Due 9/24/15	

CONDITION #7: BOARD AUTHORITY

R.7.1 Board Authority: Health center governing board maintains appropriate authority to oversee the operations of the center, including:

- holding monthly meetings;
- approval of the health center grant application and budget;
- selection/dismissal and performance evaluation of the health center CEO;
- selection of services to be provided and the health center hours of operations;
- measuring and evaluating the organization's progress in meeting its annual and long term programmatic and financial goals and developing plans for the long range viability of the organization by engaging in strategic planning, ongoing review of the organization's mission and bylaws, evaluating patient satisfaction, and monitoring organizational assets and performance; and establishment of general policies for the health center. (Section 330(k)(3)(H) of the PHS Act and 42 CFR Part 51c.304)

Note: In the case of public centers (also referred to as public entities) with co-applicant governing boards, the public center is permitted to retain authority for establishing general policies (fiscal and personnel policies) for the health center (Section 330(k)(3)(H) of the PHS Act and 42 CFR 51c.304(d)(iii) and (iv)).

Submission Requirement: Within 90 days, provide a plan to address all applicable board authority issues in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented.

CONDITION #7 CO-APPLICANT AGREEMENT					
Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
10/21/22	11/12/14	Feedback provided by email from HRSA PO on 2/26/2015 NOA issued 5/5/15 for 120 day implementation	MMUAC Approved at Mtg 11/4 BCC Mtg TBD	Due 9/2/15 or Due 9/19/15?	

CONDITION #7 NOTICE OF AWARDS/GRANT APPLICATIONS & BUDGET					
Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
10/7/14	11/12/14	NOA issued 5/5/15 for 120 day implementation	BCC Approved – Mtg 10/21 MMUAC Approved Mtg - 11/4	Due 9/2/15 or Due 9/19/15?	

CONDITION #7 MMUAC SCHEDULE OF MEETINGS & MEETING MINUTES					
Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
Need 9/2/14 minutes and 10/7/14 minutes	11/12/14	Feedback provided by email from HRSA PO on 3/30/2015 NOA issued 5/5/15 for 120 day implementation	MMUAC Approved - Mtg 11/4/14	Due 9/2/15 or Due 9/19/15?	

CONDITION #7 MMUAC BY-LAWS					
Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant
9/16/14	11/12/14	Feedback provided by email from HRSA PO on 3/30/2015 NOA issued 5/5/15 for 120 day implementation	MMUAC Approved - Mtg 11/4/14	Due 9/2/15 or Due 9/19/15?	

CONDITION #7 2014-2015 ANNUAL WORK PLAN					
Final Draft Completed (reviewed by DOH/HCS)	Final PLAN Submitted to HRSA via EHB	Approved by HRSA for Implementation within 120 days	BCC or MMUAC Review & Approval	Approved Documentation Submitted to HRSA	HRSA lifts condition on grant

DOH/HCS)			HRSA	
9/24/14	11/12/14	NOA issued 5/5/15 for 120 day implementation	MMUAC Approved - Mtg 11/4/14	Due 9/2/15 or Due 9/19/15?

Pinellas County

Standard Expenditures by Center - Detail

Entity : C301210 Health Services - GF

Version : Department Budget

Cost Ctr	Description	FY16 Request
PERSONAL SERVICES TOTAL		0
301210	O5310001 Professional Services	540,570
301210	O5310021 Lab&Radiology Fee-Non-Con	25,200
301210	O5460001 Repair&Maintenance Svcs	22,950
301210	O5496521 Intgv Sv-Fleet-Op & Maint	12,360
301210	O5496522 Intgv Sv-Flt-Veh Rplcmnt	49,420
OPERATING EXPENSES TOTAL		650,500
REPORT TOTAL		650,500

HRSA Grant	493,866
GF: Veh Repl	49,420
LIP Grant	53,110
GF: Other	46,500
	<u>642,896</u>

Entity : C301211 Safe Harbor Clinic - GF

Version : Department Budget

Cost Ctr	Description	FY16 Request
PERSONAL SERVICES TOTAL		0
301211	O5310001 Professional Services	522,720
301211	O5310021 Lab&Radiology Fee-Non-Con	10,000
OPERATING EXPENSES TOTAL		532,720
REPORT TOTAL		532,720

HRSA Grant	194,476
GF	338,236
	<u>532,712</u>

Contract Budget: Department of Health in Pinellas County

FY15

MOBILE MEDICAL UNIT	
Registered Nurse- Streicher	64,226
Senior Physician- Mungara	156,961
Supervisor/Case Mgr/- Wagner	57,507
Nurse-LPN - Hernandez, O.	52,863
Patient Support Staff- Howland	30,600
Patient Support Staff- TBD	29,040
Lab Services- MMU clients	31,226
Expenses include medical supplies, travel, e	14,500
5% Administrative Cost	19,560
Total Mobile Medical Unit	456,483

SAFE HARBOR SHELTER CLINIC	
Senior Physician- E. Yacobi	124,276
Team Supervisor	4,312
Case Mgr- F. Guillet	57,251
MA & Nurse-M. Gray & L. Werner	87,430
Support Staff-TBD	29,813
Lab Services-MMU Safe Harbor Shelter Clin	10,000
Expense-including equipment for set up, me	10,000
5% Administrative Cost	15,154
Total Safe Harbor Shelter Clinic	338,236

Grant Budget: HRSA

MMU Grant Budget		FY15 Federal	FY15 Match	FY15 Total
C301210	Travel O&E	1,439		1,439
C301210	Med Director	17,836		17,836
C301210	Physician	155,100		155,100
C301210	QA	8,700		8,700
C301210	Nurses	119,800		119,800
C301210	Supervisor	56,800		56,800
C301210	Supt Staff/Driver	45,500		45,500
C301210	O&E Staff	88,691		88,691
		493,866	0	493,866
C301210	Printing / Forms		2,000	2,000
C301210	Gas		15,000	15,000
C301210	Maintenance/service/repair Van		29,500	29,500
		0	46,500	46,500
	Grant Subtotal C301210	493,866	46,500	540,366
	Non-grant MMU Veh Repl C301210		49,420	49,420
		493,866	95,920	589,786
C301215	Salaries / Fringe CM & Analyst		61,555	61,555
C301330	Mental Health & SA		100,000	100,000
C301215	Specialty Care		100,000	100,000
C301215	Dental	87,390	14,110	101,500
C301215	Rx Services		100,000	100,000
C100200	Prog Income		1,764	1,764
		87,390	377,429	464,819
	Total MMU Grant Budget	581,256	423,929	1,005,185

Grant Budget: HRSA

Safe Harbor / Bayside Grant Budget

Budget Justification	Year 1 (FY15)	Year 1 (FY15)	Year 2 (FY16)
	Federal	Non-Federal	
C301211 Physician	\$45,549		\$48,586
C301211 LPN	\$12,272		\$13,090
C301211 Case Manager	\$11,781		\$12,566
C301211 Transportation/Driver	\$8,869		\$9,460
TOTAL PERSONNEL	\$78,471	\$0	\$83,702
C301211 TOTAL FRINGE	\$30,917		\$32,979
C301211 TOTAL SUPPLIES	\$12,189	\$0	\$4,530
C301330 Behavioral Health Services	\$14,560		\$14,560
Dental Encounters			
C301215 Y1 - \$108/encounter @ 296 encounters	\$32,037		
C301215 Y2 - \$108/encounter @ 300 encounters			\$32,403
C301211 Transportation	\$4,697		\$4,697
C301211 Laboratory Services	\$10,000		\$10,000
C301215 Pharmacy Services		\$191,700	
TOTAL CONTRACTUAL	\$61,294	\$191,700	\$61,660
Gas (for shuttle transport for Oral Health Services Project)	\$2,605	\$0	\$2,605
TOTAL DIRECT CHARGES (Sum of all TOTAL Expenses above)	\$185,476	\$191,700	\$185,476
Additional funds:	9,000		9,000
NGA 090414	194,476	191,700	194,476

Grant Budget: Low Income Pool

	FY15
LIP Grant Revenue	53,110
LIP Grant Matching Payments	22,720
	30,390

1. DATE ISSUED: 05/20/2015		2. PROGRAM CFDA: 93.224	
3. SUPERSEDES AWARD NOTICE dated: 05/05/2015 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.			
4a. AWARD NO.: 4 H80CS00024-14-05		4b. GRANT NO.: H80CS00024	5. FORMER GRANT NO.: H66CS00382
6. PROJECT PERIOD: FROM: 11/01/2001 THROUGH: 02/29/2016			
7. BUDGET PERIOD: FROM: 11/01/2014 THROUGH: 02/29/2016			



8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER

9. GRANTEE NAME AND ADDRESS:
Pinellas County Board of County Commissioners
315 Court Street
Clearwater, FL 33756-5165
DUNS NUMBER:
055200216
BHCMS # 042040

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Maureen Freaney
Pinellas County Board of County Commissioners
2189 Cleveland Street
Clearwater, FL 33765-3242

11. APPROVED BUDGET: (Excludes Direct Assistance)
 Grant Funds Only
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages :	\$42,832.00
b. Fringe Benefits :	\$18,723.00
c. Total Personnel Costs :	\$61,555.00
d. Consultant Costs :	\$0.00
e. Equipment :	\$0.00
f. Supplies :	\$0.00
g. Travel :	\$1,439.00
h. Construction/Alteration and Renovation :	\$0.00
i. Other :	\$245,146.00
j. Consortium/Contractual Costs :	\$893,927.00
k. Trainee Related Expenses :	\$0.00
l. Trainee Stipends :	\$0.00
m. Trainee Tuition and Fees :	\$0.00
n. Trainee Travel :	\$0.00
o. TOTAL DIRECT COSTS :	\$1,202,067.00
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q. TOTAL APPROVED BUDGET :	\$1,202,067.00
i. Less Non-Federal Share:	\$423,929.00
ii. Federal Share:	\$778,138.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$778,138.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$342,196.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$435,942.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not applicable	

14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
A=Addition B=Deduction C=Cost Sharing or Matching D=Other [D]
 Estimated Program Income: \$1,764.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
 a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [X]Yes []No)

Electronically signed by Sheila Gale , Grants Management Officer on : 05/20/2015

17. OBJ. CLASS: 41.51 **18. CRS-EIN:** 1596000800A2 **19. FUTURE RECOMMENDED FUNDING:** \$581,256.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
15 - 3980879	93.224	15H80CS00024	\$168,717.00	\$0.00	HCH	HealthCareCenters_15
15 - 398879E	93.527	15H80CS00024	\$267,225.00	\$0.00	HCH	HealthCareCenters_15

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Condition(s)

1. Due Date: Within 30 Days of Award Issue Date

Submit a revised SF 424A, Line Item Budget, and Budget Narrative Justification for the Federal award of \$193,752. The Federal amount refers to only the Federal section 330 Health Center Program grant funding for this award, not all Federal grant funding that an applicant receives. Also include the budget breakdown for non-Federal resources. (Refer to budget requirements in the Service Area Funding Opportunity Announcement or Budget Period Renewal Non-Competing Continuation guidance for budget format.)

The budget justification must detail the costs of each line item within each object class category. For the Personnel line item, you must include the following for each employee supported by funds from this award: name of employee; base salary; % FTE on the grant; and amount of Federal funds (wages and % of fringe benefits) to be paid for the budget year. This personnel information requirement also applies to subawards/subcontracts supported by Federal funds from this grant.

Federal grant funds may not be used to pay the salary of an individual at a rate in excess of Federal Executive Level II of the Federal Executive Pay scale (currently \$183,300). This amount reflects an individual's base salary **exclusive of fringe benefits** and income that an individual may be permitted to earn outside of the duties to the applicant organization (i.e., rate limitation only limits the amount that may be awarded and charged to HRSA grants.)

Please contact your Grants Management Specialist for specific submission instructions.

Failure to submit the Federal Budget within 30 days will result in denial of access to funds in the PMS account related to this Grant.

Grant Specific Term(s)

- This action completes funding of the FY 2015 budget period at the grantee's current target funding level.
- FY 2015 outreach and enrollment (O/E) funding has been included with the ongoing level of funding to support continued O/E assistance activities funded initially in FY 2013. The grantee will be required to continue to report on O/E progress via a quarterly progress report (QPR) to be submitted through the HRSA Electronic Handbook (EHB). HRSA will provide additional guidance regarding future funding and reporting requirements.
- Starting in Fiscal Year 2016, to ensure that all health centers have sufficient opportunity to prepare and submit their Service Area Competition and Budget Period Progress Report applications, Health Center Program grants will no longer be assigned November 1 budget period start dates. To facilitate this transition, existing grants with a budget period end date of October 31, 2015 will receive budget period extensions for up to four months. With this notice of award, your budget start date is being changed to either January 1, February 1, or March 1. Consequently, this action includes prorated base continuation support at your current FY 2015 target. Direct any questions to the Grants Management Specialist assigned to your grant. The adjustment to November 1 budget period start dates will be announced publicly via Federal Register Notice.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Maureen Freaney	Program Director	njackson@co.pinellas.fl.us

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Dalana Johnson at:
MailStop Code: 17-89
Central Southeast Division
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: djohnson1@hrsa.gov
Phone: (301) 443-7182

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Vincent Mani at:
5600 Fishers Lane
Rockville, MD, 20857-
Email: vmani@hrsa.gov
Phone: (301) 945-0900

1. DATE ISSUED: 05/27/2015		2. PROGRAM CFDA: 93.224	
3. SUPERSEDES AWARD NOTICE dated: 05/20/2015 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.			
4a. AWARD NO.: 6 H80CS00024-14-06		4b. GRANT NO.: H80CS00024	5. FORMER GRANT NO.: H66CS00382
6. PROJECT PERIOD: FROM: 11/01/2001 THROUGH: 02/29/2016			
7. BUDGET PERIOD: FROM: 11/01/2014 THROUGH: 02/29/2016			



8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER

9. GRANTEE NAME AND ADDRESS:
Pinellas County Board of County Commissioners
315 Court Street
Clearwater, FL 33756-5165
DUNS NUMBER:
055200216
BHCMS # 042040

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p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q. TOTAL APPROVED BUDGET :	\$1,202,067.00
i. Less Non-Federal Share:	\$423,929.00
ii. Federal Share:	\$778,138.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$778,138.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$778,138.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$0.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not applicable	

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 Estimated Program Income: \$1,764.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
 a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [X]Yes []No)
 This NoA is issued to remove one or more Grant Conditions imposed on projects.

Electronically signed by Angela Wade , Grants Management Officer on : 05/27/2015

17. OBJ. CLASS: 41.51 **18. CRS-EIN:** 1596000800A2 **19. FUTURE RECOMMENDED FUNDING:** \$581,256.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
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Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Program Specific Condition(s)

1. Due Date: Within 120 Days of Award Issue Date

R.2.3.120 Required or Additional Services: Health centers are expected to comply with all applicable statutory and regulatory requirements. In your most recent Notice of Award (NoA), your organization was required to provide a plan to offer required or additional services in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented. (Section 330(a) of the PHS Act). Based upon a review of the required response, HRSA has approved your plan. Within 120 days, provide board approved documentation that compliance with this requirement has been implemented, per the HRSA approved, time-phased plan. Please contact your project officer for additional assistance and/or information on the required elements of your response. (45 CFR Part 74.14 and 45 CFR Part 74.62(a))

2. Due Date: Within 120 Days of Award Issue Date

R.2.3.120 Substance Abuse Services (Health Care for Homeless): Health centers are expected to comply with all applicable statutory and regulatory requirements. In your most recent Notice of Award (NoA), your organization was required to provide a plan to offer substance abuse services in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented. (Section 330(h)(2) of the PHS Act). Based upon a review of the required response, HRSA has approved your plan. Within 120 days, provide board approved documentation that compliance with this requirement has been implemented, per the HRSA approved, time-phased plan. Please contact your project officer for additional assistance and/or information on the required elements of your response. (45 CFR Part 74.14 and 45 CFR Part 74.62(a))

Grant Specific Term(s)

- The grant condition stated below on NGA (6 H80CS00024-13-05) is hereby lifted and will be replaced by the grant condition stated above. As of 10/10/2014, HRSA has not received the submission for the condition stated below which was originally issued in Notice of Award# 6 H80CS00024-13-05 . This condition is being transferred from the previous budget period (11/01/2013 - 10/31/2014) to the new budget period (11/01/2014 - 10/31/2015). **The due date for the related submission is 11/13/2014.**

"

R.2.3 Required or Additional Services: Health center provides all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established written arrangements and referrals. (Section 330(a) of the PHS Act). Based upon a recent review, one or more required or additional service is not currently being offered either directly or through an appropriate established written arrangement or referral. Within 90 days, provide a plan to offer these services in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented. Please contact your project officer for additional assistance and/or information on the required elements of your response. (45 CFR Part 74.62(a))

"

- The grant condition stated below on NGA (6 H80CS00024-13-05) is hereby lifted and will be replaced by the grant condition stated above. As of 10/10/2014, HRSA has not received the submission for the condition stated below which was originally issued in Notice of Award# 6 H80CS00024-13-05 . This condition is being transferred from the previous budget period (11/01/2013 - 10/31/2014) to the new budget period (11/01/2014 - 10/31/2015). **The due date for the related submission is 11/13/2014.**

"

R.2.3 Substance Abuse Services (Health Care for Homeless): Health center provides all required primary, preventive, enabling health services and additional health services as appropriate and necessary, either directly or through established written arrangements and referrals. (Section 330(a) of the PHS Act) Health centers requesting funding to serve homeless individuals and their families must provide substance abuse services among their required services. (Section 330(h)(2) of the PHS Act) Based upon a recent review,

substance abuse services are not currently being offered either directly or through an appropriate established written arrangement or referral. Within 90 days, provide a plan to offer substance abuse services in accordance with program requirements OR provide board approved documentation that compliance with this requirement has been implemented. Please contact your project officer for additional assistance and/or information on the required elements of your response. (45 CFR Part 74.62(a))

".

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Maureen Freaney	Program Director	njackson@co.pinellas.fl.us

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Dalana Johnson at:

MailStop Code: 17-89

Central Southeast Division

5600 Fishers Ln

Rockville, MD, 20852-1750

Email: djohnson1@hrsa.gov

Phone: (301) 443-7182

Division of Grants Management Operations:

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5600 Fishers Lane

Rockville, MD, 20857-

Email: vmani@hrsa.gov

Phone: (301) 945-0900