

**SANTA BARBARA COUNTY  
FQHC CO-APPLICANT AGREEMENT**

This Co-Applicant Agreement (“Agreement”) shall memorialize and reiterate the nature of the relationship between County of Santa Barbara acting through its Board of Supervisors (“COUNTY”) and the Santa Barbara County Health Center Board (“ HC BOARD”), (collectively, “the Parties”). The Parties shall be considered as Co-Applicants (“Co-Applicants”) pursuant to Section 330 of the Public Health Services Act and regulations and authorities as administered by the United States Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA) and regulations and authorities pertaining to the operation of a Federally Qualified Health Center (“FQHC”) in the County of Santa Barbara, California; and

WHEREAS, the Santa Barbara County Public Health Department has applied for and received designation as a Federally Qualified Health Center (FQHC), and a federal award to support the planning for and delivery of services to medically underserved populations, including those experiencing homelessness; and

WHEREAS, Santa Barbara County Public Health Department (SBCPHD) has created a Community Health Center and the Health Care for the Homeless Programs (“Programs”); and

WHEREAS SBCPHD has established eight (8) Health Care Centers which, in conjunction with various community partners and at various locations, provide care to the medically underserved and homeless populations based on financial support from the Section 330 grant; and

WHEREAS, as a condition of the receipt of the Section 330 grant funds, the Programs must have a governance structure that complies with HRSA requirements, including establishment of a Co-applicant Board with certain powers relating to the Programs; and

WHEREAS, for the mutual benefit of the parties, COUNTY and HC BOARD wish to enter an agreement reaffirming the Co-applicant board’s powers and obligations as defined in the County Code; and

WHEREAS, under such arrangement the COUNTY, as the public entity responsible for the operation of its Public Health Department Programs, shall retain authority over certain general policy-setting functions and management of all Programs, including limited governance functions, and, to the extent permitted by the State law, the COUNTY and the HC BOARD shall share the authority to perform additional governance functions as specified in this Agreement; and

WHEREAS, the Parties wish to set forth in this Agreement the authorities to be exercised by each Party and the shared responsibilities of the Parties with respect to the COUNTY’S Programs, in accordance with applicable governance requirements and other Federal laws, regulations and policies;

NOW, THEREFORE, the COUNTY and the HC BOARD agree as follows:

1. Composition of the Health Center Board. The structure and composition of the HC BOARD shall be in accordance with the County Code, and as further described following:

1.1 The HC BOARD shall consist of no less than nine (9) but no more than twenty five (25) members approved by the HC BOARD. All members of the HC BOARD shall be residents of Santa Barbara County and lawful citizens of the United States. No members shall have a financial interest which would constitute a conflict of interest.

1.2 A majority, at least fifty-one percent (51%), of the HC BOARD members must be individuals who are served by the COUNTY Programs as their principal source of primary care and should have used the Programs' health services within the last two (2) years ("Consumer Members"). A legal guardian of a dependent child or adult, or a legal sponsor of an immigrant, may also be considered a Consumer Member for HC BOARD composition purposes. Consumer Members must live in the service area of the Programs and must be individuals who, taken collectively, reasonably represent the Programs' consumers in terms of demographic factors such as race, ethnicity, and gender.

1.3 The remaining HC BOARD members shall be representative of the general community served by the Programs, and shall be selected for their expertise in health care delivery, community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns, or social service agencies within the County of Santa Barbara. No more than one-half of such HC BOARD members may be individuals who derive more than ten percent (10%) of their annual income from the health care industry.

1.4 The HC BOARD will also include at least one representation from consumers who have experienced homelessness or include advocates who have personally experienced or represent, have expertise in, or work closely with people who are homeless.

1.5 The Programs' Executive Director shall be an ex-officio, nonvoting member of the HC BOARD.

1.6 No voting HC BOARD member shall be an employee of the COUNTY's Public Health Department, or a spouse or child, parent, brother or sister, or related by blood, marriage or adoption, to such an employee of the COUNTY's Public Health Department. However a HC BOARD member may be an employee of the COUNTY.

1.7 The HC BOARD shall select HC BOARD officers in accordance with the election process and nominating process described in the HC BOARD's Bylaws.

2. Role of the HC BOARD. As described in the HC BOARD's Bylaws, the HC BOARD provides community-based governance and oversight of the COUNTY's Health Care Centers.

2.1 Governance Authorities and Responsibilities. The HC BOARD shall have authority and responsibility for the following Program activities:

(a) Adoption of Policies. The HC BOARD shall adopt the Programs' policies concerning: (i) hours of operation; (ii) health services provided; (iii) quality-of-care audit procedures; (iv) credentialing and privileging of licensed and certified Programs staff; (v) patient satisfaction evaluation and grievance resolution; (vi) Sliding Fees; (vii) Billing and Collections; (viii) Contracting and Purchasing; (ix) in the event of relocation or redevelopment of the physical plant, the locations of the Programs' sites; and (x) any other policy required by HRSA;

(b) Executive Director. The HC BOARD shall have final authority to select, remove, and evaluate the Programs' Executive Director, as described in Sections 2.2 and 2.3 of this Agreement;

(c) Approval of the Annual Budgets. The HC BOARD shall have final authority to approve the Programs' annual operating and capital budget, which shall be prepared by the Programs' and preliminarily approved by the COUNTY's Public Health Department, consistent with Section 3.1 (a) of this Agreement;

(d) Financial Management Protocol. Subject to and consistent with Sections 3.1 and 3.2 of this Agreement, the HC BOARD shall consult with the COUNTY's Public Health Department in establishing a written protocol regarding the adoption and periodic updating of policies for the financial management practices of the Programs (including a system to assure accountability for the Programs' resources, provision of an annual audit, long-range financial planning, billing and collection policies, and accounting procedures);

(e) Evaluation of the Programs' Activities and Achievements. On at least an annual basis, the HC BOARD, in conjunction with the COUNTY's Public Health Department, shall conduct an evaluation of the Programs' activities and achievements and recommend, as necessary, revision of the Programs' goals, objectives and strategic plan;

(f) Approval of Applications. The HC BOARD, in conjunction with the COUNTY's Public Health Department shall approve applications for annual FQHC recertification, annual Section 330 grants (as applicable), and other grant funds for the Programs;

(g) Compliance. The HC BOARD, in conjunction with the COUNTY's Public Health Department, shall assure the Programs' compliance with applicable federal, state and local laws, regulations and policies. The COUNTY's Public Health Department shall provide the HC BOARD with periodic reports regarding

the Programs' legal and regulatory compliance program. On at least an annual basis, the HC BOARD shall evaluate the Programs' compliance activities and, recommend, as necessary, the revision, restructuring, or updating of the compliance program by the COUNTY's Public Health Department;

(h) Quality Management. The HC BOARD shall evaluate the quality management programs developed and recommended by the staff of the Programs and approved by the COUNTY's Public Health Department in accordance with Section 3.2(j). The HC BOARD shall be integrated into the COUNTY's Public Health Department's quality management activities related to the Programs and shall review and approve the Programs' annual Quality Improvement Plan, including audits and state quality management reporting requirements. Quality management reports shall be shared monthly between the HC BOARD and the COUNTY's Public Health Department representatives responsible for quality management matters at the Programs.

(i) Evaluation of the HC BOARD. On at least an annual basis, the HC BOARD shall evaluate its compliance with the governance requirements and report its findings and any recommendations for corrective action to the COUNTY's Public Health Department. The HC BOARD shall evaluate itself and its actions for effectiveness, efficiency and compliance with the authorities set forth in this Agreement on a yearly basis, consistent with the requirements of Section 330; and

(j) Personnel Policies. Other than the duties and evaluation of the Executive Director in Section 2.2 and 2.3 and consistent with Section 3.1(b), the COUNTY shall have oversight over all Personnel Policies.

## 2.2 Duties and Evaluation of the Executive Director.

(a) Executive Director: Shall be an employee or contractor of the COUNTY and shall, on behalf of the COUNTY, coordinate with the HC BOARD to meet the obligations under this Agreement.

(b) Duties. The Executive Director shall have responsibility for the general care, management, supervision, and direction of the Programs' affairs, consistent with the priorities and policies established by the HC BOARD. The Executive Director shall report directly to the HC BOARD and shall act in accordance with the best interests of the Programs, regardless of and notwithstanding any employment arrangement between the Executive Director and the COUNTY. The Executive Director shall have the authority to select, supervise, and discharge all Programs' personnel in accordance with the laws, collective bargaining agreements, and personnel policies applicable to the COUNTY (as reviewed by the HC BOARD in accordance with Section 3.1(b)). The Executive Director shall also have the authority to monitor and coordinate all contracts for goods and services as required for the operation of the Programs,

subject to the laws and policies applicable to the COUNTY's procurement and purchasing, the budget approved by the HC BOARD for the Programs, and the laws and policies applicable to the COUNTY's administration of contracts.

(c) Evaluation. The HC BOARD shall review the Executive Director's performance annually based on performance evaluation criteria approved by the HC BOARD. The review shall be coordinated and conducted by a subcommittee of the HC BOARD. The report of the annual review shall be submitted to the full HC BOARD and to the Public Health Department.

2.3 Selection, Approval, and Removal of Executive Director.

(a) Search.

(i) COUNTY may present the HC BOARD with qualified employees or contractors from the County that are already employed by the County at the time the Executive Director position becomes available; and, or in addition,

(ii) A search outside of the County Public Health department may be conducted for an Executive Director according to COUNTY's personnel policies.

(ii) If COUNTY conducts interviews, at least one representative of the HC BOARD must participate in the preliminary interviews and evaluation of candidates for the Executive Director's position in accordance with the COUNTY's personnel policies and procedures.

(b) Selection and Approval. The HC BOARD shall have sole authority to select and approve the Executive Director from the qualified candidates presented by COUNTY at the conclusion of the Search process.

(c) Removal.

(i) The Executive Committee identified in the HC BOARD's Bylaws shall use the performance criteria approved in Section 2.2(c) to assess potential removal of the Executive Director. A recommendation for removal will be presented to the full HC BOARD for approval. In accordance with Section 3.1(b) of this Agreement, such removal shall not constitute a termination of employment by the COUNTY.

3. Role of the COUNTY.

3.1 Notwithstanding the terms of this Agreement or the Bylaws of the HC BOARD, and subject to the authorities shared with the HC BOARD, neither Party shall take any action inconsistent with the COUNTY's authority to manage the following:

(a) Fiscal Controls.

(i) COUNTY through its Public Health Department shall work with the HC BOARD to agree upon preliminary budgets for the COUNTY budget process. Any disputes at this stage will be handled in accordance with Section 8.

(ii) The Parties shall not materially deviate from the adopted budget except that the COUNTY through its Public Health Department, as manager of the Programs, may modify planned fiscal activities if there is a reduction in available resources (e.g. decreased levels of reimbursement, diminished revenues, or adverse labor events) in accordance with California State law.

(iii) The COUNTY through its Public Health Department shall be solely responsible for the management of the financial affairs of the Programs.

(iv) The COUNTY shall have sole authority to develop and implement financial policies and controls related to the Programs, in consultation with the HC BOARD, as set forth in Section 2.1(d) of this Agreement.

(v) All funds received for services provided and all income otherwise generated by the Programs, including fees, premiums, third-party reimbursements and other state and local operational funding, and Section 330 grant funds, as well as all Program Income greater than the amount needed for operation of the health care center programs ("Excess Program Income"), shall be under the control of the COUNTY. All Program Income and Excess Program Income shall be used to further the goals of the Programs' federally-approved program and such uses shall be consistent with the policies and priorities established and approved by the HC BOARD.

(vi) The COUNTY through its Public Health Department shall have sole authority to receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Programs, consistent with Section 3.2(b) below.

(b) Employer-Employee Relations.

(i) COUNTY, in accordance with County, State, and Federal law shall maintain authority over employment matters and development and approval of personnel policies and procedures including selection and dismissal procedures, salary and benefit scales, employee grievance procedures and processes, equal employment opportunity practices, collective bargaining agreements, labor disputes and other labor and human resources issues, as well as agreements for the provision of staff

who are employees of other agencies or organizations. Consistent with Section 2.1(j) of this Agreement, the HC BOARD may review the personnel policies and procedures developed and approved by the COUNTY.

(ii) The Executive Director of the Programs shall be an employee or contractor of the COUNTY. Removal of the Executive Director by the HC BOARD pursuant to Section 2.3 of this Agreement shall not constitute a termination of employment by the County nor impede the continuation of the Executive Director's employment relationship with the COUNTY in another capacity, as may be agreed between the Executive Director and the COUNTY.

(c) Board of Supervisors Authority.

COUNTY shall maintain authority over County Public Health operations not specified herein, contractual relationships with the FQHCs, and any other matters not expressly delegated to the HC BOARD in this Agreement in accordance with California State law. The HC BOARD may not take any action that is inconsistent with any provision of County ordinance, and County policy, or any other official action.

3.2 Operational Responsibilities. The COUNTY through its Public Health Department's Executive Director shall have responsibility for the day-to-day operations of the Programs. Such operational responsibilities shall include but not be limited to:

- (a) Applying for and maintaining all licenses, permits, certifications, accreditations and approvals necessary for the operation of the Programs.
- (b) Receiving, managing and disbursing, as applicable, revenues of the Programs consistent with the approved budget for the Programs. The COUNTY shall not be required to disburse funds for any expenditure not authorized by the approved budget.
- (c) Subject to Section 2.2(b) of this Agreement, employing or contracting personnel to perform all clinical, managerial, and administrative services necessary to assure the provision of high-quality health care services to the Programs' patients.
- (d) Subject to Section 2.2(b) this Agreement, managing and evaluating all Programs' staff and, if necessary removing such staff pursuant to the COUNTY's personnel policies.
- (e) Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs.

(f) Ensuring the provision of the annual audit of the Programs, which is approved in consultation with the HC BOARD in accordance with Section 2.1(d), consistent with the requirements of the United States Office of Management and Budget, and the compliance supplement applicable to the consolidated Programs to determine, at a minimum, the fiscal integrity of financial transactions and reports and compliance with Section 330 requirements.

(g) Preparing monthly financial reports, which shall be submitted to the HC BOARD, and managing financial matters related to the operation of the Programs.

(h) Developing and managing internal control systems, in consultation with the HC BOARD as set forth in Section 2.1(d) of this Agreement (as applicable), in accordance with sound management procedures and with Section 330 requirements that provide for:

(i) patient eligibility determinations;

(ii) development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Programs;

(iii) separate maintenance of the Programs' business and financial records from other records related to the finances of the Public Health Department so as to ensure that funds of the Programs may be properly allocated;

(iv) accounting procedures and financial controls in accordance with generally accepted accounting principles;

(v) a schedule of charges and partial payment schedules (i.e., a sliding fee policy, with a nominal fee and schedule of discounts) for services provided to certain uninsured and underinsured patients as specified in HRSA regulations;

(vi) billing and collection of payments for services rendered to individuals who are: (1) eligible for federal, state or local public assistance; (2) eligible for payment by contracted private third-party payors; and (3) underinsured or uninsured and whose earnings fit the low-income criteria; and

(vii) compliance with the terms and conditions of the FQHC Grantee designation, as applicable.

(i) Unless otherwise stated in this Agreement, establishment of the Programs' operational, management, and patient care policies including but not limited to policies related to:



- a. a code of ethics;
- b. enforcement of standards mandated by state law, regulation or administrative guidance;
- c. appointment and evaluation of medical and dental clinicians and the assignment of staff privileges;
- d. patient emergencies;
- e. the provision of staff, space, facilities, supplies and equipment for all functions and services;
- f. the maintenance of all equipment in safe and working order;
- g. the maintenance and security of the Programs;
- h. maintenance and security of medical records;
- i. incident reporting; and
- j. approval of written contracts and agreements.

(j) Establishing ongoing quality management programs that include clinical services and management, are overseen by the Medical Director, and maintain the confidentiality of records, per 42 U.S.C. § 254b(k)(3)(C) and 42 C.F.R. § 51c.303(c)(1)-(2).

(k) Ensuring the effective and efficient operation of the Programs.

3.3 Appointment of Future HC BOARD members. The HC BOARD shall receive at-large nominations and shall select future appointees to the HC BOARD pursuant to HC BOARD Bylaws.

#### 4. Mutual Obligations

4.1 Compliance with Laws and Regulations. The Parties shall have a mutual commitment and responsibility to work together to ensure that the Programs provide care in compliance with all federal, state and local laws and regulations.

4.2 Financial Responsibility. Each Party agrees not to undertake expenditures in excess of available resources and to recognize the COUNTY's responsibility with respect to the fiscal controls and related financial matters, described in Sections 2.1(c) and 2.1(d) of this Agreement.

(a) Funding From Governmental and Charitable Sources. Neither Party shall take any action that would negatively impact the COUNTY's funding from federal, state, or local sources or financial support from foundations or other charitable organizations.

4.3 Expenses of Parties. The expenses of the COUNTY and the HC BOARD incurred in carrying out its respective obligations for governance and operation of the Programs pursuant to this Agreement shall be considered expenses incurred in furtherance of the Programs and thus shall be reimbursed utilizing Program Income and Excess Program Income.

4.4 Record-Keeping and Reporting.

(a) Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents so as to enable the Parties to meet all Programs' related reporting requirements. Records shall be maintained for a period of four (4) years from the date this Agreement expires or is terminated, unless state and/or federal law requires that records be maintained for a period greater than a four (4) year period specified herein ("the retention period"). If an audit, litigation, or other action involving the records is started before the end of the retention period, the Parties agree to maintain the records until the end of the retention period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Controller General of the United States, the California Department of Health Care Services, the Office of the Comptroller of the State of California or any of their duly authorized representatives, upon appropriate notice, such records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to each Party's personnel for purposes of interview and discussion related to such documents.

(b) Confidentiality. Subject to the COUNTY's obligations, if any, to make public its records in accordance with applicable state law, the Parties agree that all information, records, data, and data elements collected and maintained for the administration of this Agreement (in any form, including, but not limited to, written, oral, or contained on video tapes, audio tapes or computer diskettes) shall be treated as confidential and proprietary information. Accordingly, each Party shall take all reasonable precautions to protect such information from unauthorized disclosure; however, nothing contained herein shall be construed to prohibit any Federal or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data element to which (s)he is lawfully entitled. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all protected health information ("PHI") of the patients receiving care provided by the Programs, in accordance with all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").

(c) Medical Records. The Parties agree that the COUNTY's Public Health Department, shall retain ownership of all medical records established and maintained relating to diagnosis and treatment of patients served by the Programs.

4.5 Insurance. The COUNTY shall maintain General Liability and Professional Liability for the HC BOARD only while acting in the course and scope of their responsibilities as described in this Agreement.

4.6 Ownership of Property Acquired with Grant Funds. The provisions of 45 C.F.R. § 74.40, et seq. (or as superseded by 45 C.F.R. Part 75) apply to tangible property acquired under this Agreement. The Parties agree that the COUNTY shall be the title holder to all property purchased with grant funds.

4.7 Copyrightable Material. If any copyrightable material is developed under this Agreement, the Public Health Department, HC BOARD and the U.S. Department of Health & Human Services (“HHS”) shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, and authorize others to use, or otherwise use such material.

5. Governing Law.

5.1 Applicable Laws, Regulations and Policies. This Agreement shall be governed and construed in accordance with all applicable program requirements and grant conditions, related federal statutes, rules, and regulations and other Federal, State and local laws and regulations including all licensing standards and applicable accreditation standards.

5.2 New HRSA Directives. The Programs' Executive Director shall submit promptly to each Party any directives or policies that are received from HRSA after execution of this Agreement relating to applicable Section 330 grants, and the Parties shall comply with such additional directives/policies, as they become applicable.

6. Term.

This Agreement, upon COUNTY approval, shall remain in effect during the project period of any Section 330 grant award that the COUNTY receives with the HC BOARD as Co-applicant, 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 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 Programs.

7.2 For-Cause Termination. Either party may terminate this Agreement “for cause” in the event that the other Party fails to meet its material obligations under this Agreement. Such “for cause” termination shall require ninety (90) days prior written notice of intent to terminate during which period the Party that has allegedly failed to meet its material obligations may cure such failure or demonstrate that no such failure has occurred. Any dispute between the Parties regarding whether a breach of a material

obligation has occurred, or that such a breach has been satisfactorily cured, will be resolved in accordance with this Agreement under Section 8.

7.3 Termination for Mutual Convenience. This Agreement may be terminated upon the mutual approval of the Parties.

(a) Termination Contingent upon HRSA Approval.

With the exception of a termination for cause arising from the voluntary or involuntary loss of the Programs' FQHC designation (or its Section 330 grant), termination shall not become effective unless and until HRSA issues its written approval of such termination.

8. Dispute Resolution and Mediation.

The Parties shall first attempt to resolve any dispute or impasse in decision-making arising under this Agreement by informal discussions between the designated representatives. Any dispute or impasse in decision making not resolved within a reasonable time following such discussions (not to exceed thirty (30) days) shall be resolved by mediation by the County Executive Officer. If the Parties are unable to resolve the dispute through mediation, either Party may pursue any remedy available at law.

9. Notices and Designated Representatives.

All notices permitted or required by this Agreement shall be deemed satisfied when provided in writing and delivered personally or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party's designated representative at the addresses set forth below, or such other addresses as the Party may designate in writing:

**For HC BOARD**

Chairperson  
County of Santa Barbara Health Center Board  
300 N. San Antonio Road, Bldg. 1, Room A 104  
Santa Barbara CA, 93110

**For Health Care Centers' Operations:**

Executive Director  
Santa Barbara County Public Health Department  
300 N. San Antonio Road, Bldg. 1, Room A 104  
Santa Barbara CA, 93110

**For the County of Santa Barbara**

Public Health Department Director:  
County of Santa Barbara Public Health Department  
300 N. San Antonio Road, Bldg. 8  
Santa Barbara CA, 93110

10. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective transferees, successors and assigns; provided that neither Party shall have the right to assign, delegate or transfer this Agreement, or its rights and obligations hereunder, without the express prior written consent of the other Party and HRSA. Furthermore, the HC BOARD shall not execute a merger, consolidation, or major structural or contractual affiliation with a third party that materially impacts the governance or operation of the Programs or materially impairs its performance under this Agreement without the written consent of the COUNTY. The Parties agree that the COUNTY's FQHC designation by HRSA cannot be transferred to another entity without express prior written consent from HRSA.

11. Severability.

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 the U.S. Department of Health and Human Services or any other governmental authority, cause the Parties, as the applicant for FQHC Grantee designation, not to comply with Section 330-related requirements, the Parties agree to attempt to amend this Agreement as shall be reasonably necessary to achieve compliance.

- (a) 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.
- (b) In the event that no such amendments or agreements for amendments can reasonably be made, this Agreement shall immediately terminate.

12. Amendments.

Any amendment to this Agreement shall be in writing and signed by both Parties.

13. 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.

14. 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.

15. Force Majeure.

In the event either Party is unable to timely perform its obligations hereunder due to causes that are beyond its control, including, without limitation, strikes, riots, earthquakes, epidemics, war, fire, or any other general catastrophe or act of God, neither Party shall be liable to the other for any loss or damage resulting therefrom.

16. Entire Agreement.

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

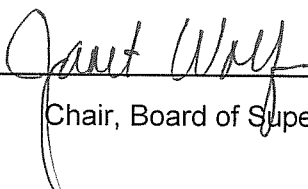
**SANTA BARBARA COUNTY  
FQHC CO-APPLICANT AGREEMENT**


Execution:

In witness whereof, the parties have executed this agreement, on the date approved by their duly authorized representatives.

COUNTY OF SANTA BARBARA

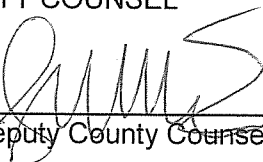
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

  
\_\_\_\_\_  
Chair, Board of Supervisors

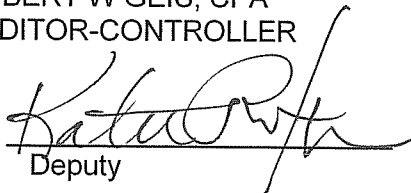
By:   
\_\_\_\_\_  
Deputy Clerk

Date: 9-9-15


APPROVED AS TO FORM:  
MICHAEL C. GHIZONNI  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Deputy County Counsel

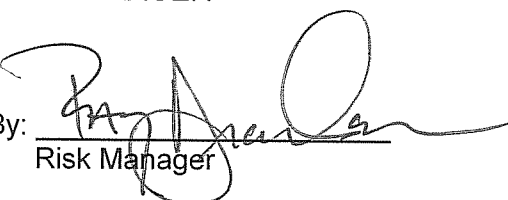
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

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


APPROVED  
TAKASHI WADA, MD, MPH  
DIRECTOR/HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

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

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGER

By:   
\_\_\_\_\_  
Risk Manager

COUNTY OF SANTA BARBARA HEALTH CENTER BOARD

By:  Date: 8-17-15  
Chair, Health Center Board