

AMENDED AND RESTATED CO-APPLICANT OPERATIONAL ARRANGEMENT

Between the

MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT

(Public Agency)

and the

VALLEYWISE COMMUNITY HEALTH CENTERS GOVERNING COUNCIL

(Co-Applicant)

This Amended and Restated Co-Applicant Operational Arrangement (Arrangement) is entered into by and between the Maricopa County Special Health Care District Board of Directors (Board), and the Valleywise Community Health Centers Governing Council (Governing Council or Co-Applicant) (collectively the Parties).

WHEREAS, the Maricopa County Special Health Care District (District), a political subdivision of the state of Arizona, is statutorily empowered to operate pursuant to Title 48, Chapter 31, of the Arizona Revised Statutes and A.R.S. § 48-5501 et. seq. and acting through its Board, is authorized to accept and utilize federal and state funds and enter into agreements with other entities for the delivery and supervision of health care services at District operated health care facilities; and,

WHEREAS, the Co-Applicant, through its Governing Council, is organized to provide governance and oversight of Federally Qualified Health Centers (FQHCs) owned and operated by the District that provide primary and preventive health care and related services (including, but not limited to, ancillary services), regardless of an individual's or family's ability to pay; and,

WHEREAS, since 2019, the Parties have co-applied for, and have been awarded by the Health Resources and Services Administration (HRSA) within the United States Department of Health and Human Services (DHHS), designation to operate a public center pursuant to Section 330 of the Public Health Service Act, which includes the FQHCs (the Health Center Program); and,

WHEREAS, the Parties agree that the District, having received FQHC designation from HRSA, will serve as the Public Agency and, as applicable, the recipient of federal funding, which may include Section 330 grant funding; and that the Governing Council will serve as the Co-Applicant, consistent with the requirements of Section 330 and applicable HRSA policies and pronouncements; and that the District acting as the Public Agency and the Governing Council acting as the Co-Applicant, together constitute the Health Center Project under HRSA policy; and,

WHEREAS, the Parties understand that Section 330, which was enacted by Congress, permits a public entity to operate a public center and to retain general policy-making authority; and,

WHEREAS, HRSA policy has stated (i) that a public center may consist of a public entity and a co-applicant which, when combined, meet the Section 330 governance requirements; and (ii) that many public entities are required by law to retain final authority for certain types of activities; and,

WHEREAS, in order to accomplish their shared interests, the Board and Governing Council, acting collectively as the public center, wish to clarify and define their respective roles and responsibilities and their shared duties with regard to the governance and operation of the FQHCs in a manner consistent with the requirements of Section 330, its implementing regulations and HRSA's policies and Compliance Manual.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Arrangement, the Parties agree as follows;

1. Governing Council's Governance Authorities and Responsibilities

The Governing Council's governance authorities and responsibilities shall comply with the requirements of Section 330, its implementing regulations, and HRSA's policies and Compliance Manual. The Governing Council shall specifically exercise the following authorities and responsibilities regarding the management and operation of the FQHCs:

- 1.1 Annually review the service area by zip codes reported on Form 5B: Service Sites;
- 1.2 Complete or update a community needs assessment of the current patient population at least once every three (3) years to identify and improve access and the delivery of health care services;
- 1.3 Review and approve additional health services to offer, if any, in order to meet the health needs of the patient population served by the FQHCs, as long as it is consistent with the District's facility, strategic, business, financial, and capital plans;
- 1.4 Annually review a list of FQHCs, including addresses, hours of operation by clinic, and information on general services offered at each clinic reported on Form 5B: Service Sites; Approve changes to hours of operation, or changes in services offered.
- 1.5 Approve location of any new FQHCs or closure of existing FQHCs as long as it is consistent with the District's facility, strategic, business, financial, and capital plans;
- 1.6 Ensure written operating procedures exist for responding to patient medical emergencies during each FQHCs' regularly scheduled hours of operation;

- 1.7 Ensure written operating procedures exist for responding to patient medical emergencies after each FQHCs' regularly scheduled hours of operation;
- 1.8 Ensure written operating procedures are in place to obtain medical information related to an FQHC patient's hospital or emergency department visit;
- 1.9 Review and approve a sliding fee discount program (SFDP) policy for the FQHCs at least every three (3) years. Evaluate the effectiveness of the SFDP in reducing financial barriers to care, and the rate which patients within each discount category are accessing services;
- 1.10 Annually review and approve a sliding fee discount schedule for the FQHCs based on the most recent Federal Poverty Guidelines;
- 1.11 Review and approve at least every two (2) years, a Quality Improvement/Quality Assurance (QI/QA) program for the FQHCs that addresses the quality and utilization of services, patient satisfaction, patient grievance process and patient safety including adverse events;
- 1.12 Ensure that QI/QA data, including quality metrics, patient satisfaction, and patient safety, is shared with the Governing Council at least quarterly, and a patient grievance summary is shared with the Governing Council at least annually;
- 1.13 Ensure written quality of care audit procedures are in place and the audit is shared with the Governing Council annually;
- 1.14 Select/hire the Chief Executive Officer (FQHCs CEO) after receiving prior approval from HRSA and as set forth in Paragraph 6 below;
- 1.15 Annually evaluate the FQHCs CEO's performance as set forth in Paragraph 6 below;
- 1.16 Dismiss/terminate the FQHCs CEO from the Health Center Program if necessary, as set forth in Paragraph 6 below and notify HRSA;
- 1.17 Approve changes to FQHCs CEO job description;
- 1.18 Approve changes to organizational chart including titles and names of key management staff;
- 1.19 On an annual basis, each Governing Council member shall complete compliance training and sign the District's written Code of Conduct and Ethics certification form.
- 1.20 Comply with the District's written Code of Conduct and Ethics; and Valleywise Health's Conflicts of Interest and Gift policy;

- 1.21 A Governing Council member must submit a written disclosure to the Clerk if a real or apparent conflict of interest was identified;
- 1.22 Make reasonable efforts to establish and maintain collaborative relationships, including with other specialty providers that provide care within Maricopa County, to provide access to services not available at the FQHCs and to reduce the non-urgent use of hospital emergency departments; and with social service organizations to support community services that impact patients of the FQHCs;
- 1.23 Track the financial performance of the FQHCs, including identification of trends or conditions that may warrant action to maintain financial stability;
- 1.24 Review and accept the annual fiscal year audit of the District, which includes certain financial information about the FQHCs;
- 1.25 Maintain control over, and accountability for, all funds, in order to adequately safeguard and ensure that they are used solely for authorized purposes;
- 1.26 Ensure written policies and procedures are in place to ensure the appropriate use of federal funds in compliance with applicable federal statutes, regulations, and the terms and conditions of the federal award;
- 1.27 Ensure written billing and collections policies and procedures are in place and include provisions to waive or reduce fees owed by patients; a policy for refusal to pay; and procedures for notifying patients of additional costs for supplies and equipment related to the services;
- 1.28 Annually develop and approve an operating and capital budget for the FQHCs to be incorporated into the District's annual budget for Board approval. The budget should be reflective of the costs and revenues necessary to support the FQHCs scope of project;
- 1.29 Submit timely, accurate, and complete Uniform Data System (UDS) reports;
- 1.30 Annually review data-based reports on: patient service utilization; trends and patterns in the patient population; and overall health center performance and efficiency and effectiveness of the FQHCs, for oversight by the Governing Council;
- 1.31 Approve application for HRSA grant funding, subject to Board approval;
- 1.32 Approve changes in scope of project for the FQHCs as reported on Form 5A: Services Provided, subject to Board approval;

- 1.33 Annually evaluate the operations of the FQHCs including compliance with applicable federal requirements, performance expectations such as financial and patient volumes, patterns of health service utilization;
- 1.34 Ensure the existence of a co-applicant arrangement that delegates the required authorities and responsibilities to the Governing Council and delineates the authorities and responsibilities of the Board;
- 1.35 Hold monthly meetings where a quorum is present; and
- 1.36 Conduct and approve a long-range, strategic plan at least once every three (3) years that identifies FQHCs priorities and addresses financial management and capital expenditure needs, that is consistent with the District's facility, strategic, business, financial and capital plans;

2. Composition of the Governing Council

- 2.1 The composition of the Governing Council, as set forth in the Governing Council's bylaws, shall comply with the requirements of Section 330, its implementing regulations, HRSA's policies and Compliance Manual.
- 2.2 The Governing Council must consist of at least nine (9) and no more than 17 members.
- 2.3 The majority (at least 51%) of the Governing Council members must be patients served by the FQHCs. A patient is someone who has received in-scope services within the last 24 months. The patient Governing Council members must represent the patients served by the FQHCs in terms of demographics such as race, ethnicity, and gender.
- 2.4 Non-patient Governing Council members must be representative of the community served by the FQHCs and must be selected for their expertise in relevant subject areas such as community affairs, local government, finance, legal, trade unions, and social service agencies within the community.
- 2.5 Ensure that no more than one-half of the non-patient Governing Council members derive more than 10% of their annual income from the health care industry. Health care industry is defined as hospitals, other health care institutions, nurses, doctors, dentist, and other licensed healthcare professionals whose primary responsibility is providing primary preventative and therapeutic healthcare services.

- 2.6 Employees and immediate family members (spouse, child, parent, or sibling, by blood, adoption, or marriage) of the Maricopa County Special Health Care District dba Valleywise Health, or any other hospital or health care institution, as defined in A.R.S. § 36-401, that provides similar services to Valleywise Health, may not be members of the Governing Council. Any potential conflict of interest will be reviewed by the District's Chief Compliance Officer who will determine whether an actual conflict exists.
- 2.7 The Governing Council will make its best efforts to ensure that each of the five (5) Directorship District's is represented when recruiting and appointing new Governing Council members.
- 2.8 The Governing Council will submit an annual report to the Board reflecting the Governing Council's membership structure.

3. Governing Council's Bylaws

- 3.1 The Governing Council agrees that any proposed amendments to the bylaws must be consistent with the requirements of Section 330, its implementing regulations, HRSA's policies and Compliance Manual, and the terms of this Arrangement.
- 3.2 The bylaws must outline the following required authorities and responsibilities of the Governing Council: hold monthly meetings; approval of the selection of the FQHCs CEO; approval of the dismissal/termination of the FQHCs CEO; approval of annual budget for the FQHCs; approval of location of any new FQHCs or closure of existing FQHCs as long as it is consistent with the District's facility, strategic, business and capital plans; approval of FQHCs hours of operation; annual evaluation of the performance of the FQHCs; and assurance that the FQHCs operate in compliance with applicable Federal, State and local laws and regulations.
- 3.3 Prior to adopting amendments to the bylaws, the Governing Council will provide the Board a copy of the proposed amendments with sufficient time to permit the Board to review and ensure that any revision is consistent with the requirements of Section 330, its implementing regulations, HRSA's policies and Compliance Manual, and the terms of this Arrangement. The Board shall approve the proposed amendments at the next regularly scheduled Board meeting and thereafter, notify the Governing Council of approval. The Board may only disapprove an amendment to the bylaws if the amendment is inconsistent with the requirements of Section 330, its implementing regulations, HRSA's policies and Compliance Manual, and the terms of this Arrangement. The Board will provide the Governing Council with reason(s) for such disapproval within seven (7) calendar days after non-approval.

- 3.4 The bylaws will include similar language as in the Board's bylaws that allow for four (4) or more Governing Council members to place an item on the Governing Council's meeting agenda.
- 3.5 The bylaws will include provisions for the filling of vacancies on the Governing Council that arise as a result of retirement, resignation, or the removal of a member of the Governing Council, where the removal is based upon good cause, including but not limited to, violations of the District's written Code of Conduct and Ethics, Conflicts of Interest and Gift policy or actions that are unbecoming of the member.

4. Governing Council's Duty Regarding Potential Members of Governing Council

- 4.1 The Governing Council will provide District staff with a completed Governing Council membership application with sufficient advance time to perform a background check and to permit the District's Chief Compliance Officer to review the application to ensure there is no conflict of interest in fact or in appearance. District staff will notify the FQHCs CEO if a Governing Council applicant may be prohibited from serving as a Governing Council member due to the presence of a negative background report. The District's Chief Compliance Officer will notify the FQHCs CEO about any identified real or apparent conflict of interest with regard to the potential member. Applicants that have completed this process will be placed on the next regularly scheduled Board meeting agenda. The obligations noted in Paragraph 5.32 are incorporated by reference in this Paragraph 4.1.

5. Board's Authorities and Responsibilities

The Board, acting through staff, shall exercise the following governance and operational authorities and responsibilities with respect to the FQHCs, which include but are not limited to:

- 5.1 Consider for approval, additional health services to offer, if any, as recommended by the Governing Council, in order to meet the health needs of the patient population served by the FQHCs;
- 5.2 Ensure that the FQHCs have clinical staff and/or has contracts in place to carry out all required and additional services included in the HRSA-approved scope of project;
- 5.3 Ensure operating procedures are in place for credentialing and privileging for all clinical staff members providing services on behalf of the FQHCs;
- 5.4 Ensure records for clinical staff that contain documentation of licensure, credentialing verification, and applicable privileges consistent with operating procedures, are maintained;

- 5.5 Ensure operating procedures are in place for FQHC patients that are hospitalized as inpatients or who visited one of Valleywise Health's Emergency Departments;
- 5.6 Ensure position descriptions of key management staff are maintained by the District's Human Resources department;
- 5.7 Ensure there are personnel policies and procedures relevant to recruiting and hiring of key management staff of the FQHCs;
- 5.8 Adopt policies for financial management practices, and a system to ensure accountability for FQHCs resources;
- 5.9 Establish and maintain general personnel policies including those addressing selection and dismissal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity practices;
- 5.10 Contract with other providers for the provision of health services within the HRSA-approved scope of project and ensure their performance is in accordance with the terms, conditions, and specifications of their contracts and to assure compliance with applicable Federal requirements;
- 5.11 Ensure that contracts with providers for the provision of health services with the HRSA-approved scope of project include a schedule of rates and method of payment to providers for health services that are provided at the within the HRSA-approved scope of project at the FQHCs;
- 5.12 Retain financial records, supporting documents, statistical records, and all other records pertinent to contracts for a period of three (3) years;
- 5.13 Ensure that written procurement procedures comply with Federal procurement standards;
- 5.14 Perform periodic evaluations of contractors' performance including that contractors have met the terms, conditions, and specifications of contracts;
- 5.15 Adopt a written code of conduct and ethics; ensure the existence of an effective compliance program;
- 5.16 On an annual basis, each Board member shall complete compliance training and sign the District's written Code of Conduct and Ethics certification form.
- 5.17 Comply with the District's written Code of Conduct and Ethics; and Board of Directors Conflicts of Interest and Gift policy;

- 5.18 Maintain records for procurement actions paid for in whole or in part under the Federal award that include the rationale for method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. This would include documentation related to noncompetitive procurements;
- 5.19 Contract with external auditor to perform an annual fiscal year audit of the District's financial statements, which includes the FQHCs, to determine the fiscal integrity of financial transactions and operations of the District to be in compliance with HRSA requirements; and in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, used by the Comptroller General of the United States;
- 5.20 Utilize a financial management and internal control system that reflects Generally Accepted Accounting Principles (GAAP) or Government Accounting Standards Board (GASB) principles;
- 5.21 Maintain a list of provider and program/site billing numbers for Medicaid, CHIP and Medicare;
- 5.22 Maintain written operating procedures for implementing billing options or payments methods and ensure they are accessible to patients regardless of income level;
- 5.23 Ensure claims are submitted in a timely and accurate manner to third party payor sources;
- 5.24 Annually, adopt a District budget that shall consist of at the very least, a one (1) year operating budget, a one (1) year capital budget, and one (1) year cash flow budget, and an annual operating and capital budget for the FQHCs;
- 5.25 Consider approval of application for HRSA grant funding, as recommended by the Governing Council;
- 5.26 Consider approval of changes in scope of project for the FQHCs, as recommended by the Governing Council;
- 5.27 Ensure a system is in place to oversee the operations of the Federal award-supported activities to ensure compliance with applicable Federal requirements and for monitoring program performance;
- 5.28 Produce data-based reports on: patient service utilization; trends and patterns in the patient population; and overall health center performance, for oversight by the Governing Council;

- 5.29 Ensure a system is in place for the Governing Council to compile accurate data to complete annual Uniform Data System (UDS) reports;
- 5.30 Review the long-range, strategic plan for the FQHCs as approved by the Governing Council, that identifies FQHCs priorities and addresses financial management and capital expenditure needs;
- 5.31 Obtain and maintain all licenses, permits, certifications and approvals necessary for the operation of the FQHCs;
- 5.32 In support of the Governing Council's responsibility referenced in Paragraph 4.1 above, the Board's review of the Governing Council applicant will also include a background check (as per the District's Human Resource Policies), a review of the Department of Health and Human Services' Exclusion List, and consideration of any other federal or state regulatory requirements applicable to citizens sitting as Governing Council members. District staff will notify the FQHCs CEO (see Paragraph 4.1), in situations where a Governing Council applicant may be prohibited from serving as a Governing Council member due to the presence of a negative background report. The District's Chief Compliance Officer will notify the FQHCs CEO about any identified real or apparent conflict of interest, and/or if there is otherwise a statutory or regulatory requirement. The Board's approval of the applicant does not constitute a formal endorsement of the applicant as an official member of the Governing Council. The Governing Council will formally vet the applicant and the applicant must gain approval by formal vote of the Governing Council;

6. Project Director/Chief Executive Officer (FQHCs CEO)

- 6.1 The FQHCs CEO shall be a full-time District employee. The FQHCs CEO has the responsibility for the general management, supervision, and direction of the FQHCs, and must work within the District organizational reporting structure on matters of finance, quality, human resources, strategy, service, and operations, consistent with policies and programs established by the District.
- 6.2 The FQHCs CEO shall report to the Governing Council. As a District employee, the FQHCs CEO shall also report to the District's Chief Clinical Officer.
- 6.3 The FQHCs CEO shall be selected via a nomination and search process under which the District's Human Resources Department recruits candidates with input from the Governing Council and thereafter provides a recommendation to the Governing Council. The Governing Council then selects an individual from the list of proposed candidates. If the Governing Council rejects all individuals from the District's list of proposed candidates, then the District's Human Resources Department will provide the Governing Council with a list of additional proposed candidates. This process shall continue until the Governing Council approves an individual proposed by the District's Human Resources Department.

- 6.4 The Governing Council will annually review and evaluate the FQHCs CEO performance applicable to the Health Center Program in a quantifiable and transparent manner that is consistent with the District's Human Resources policies and will report its findings to the District's Chief Clinical Officer. In addition, the FQHCs CEO, as a District employee, will be evaluated by the District's Chief Clinical Officer in accordance with the District's Human Resources policies.
- 6.5 Removal or Reassignment of the FQHCs CEO:
- 6.5.1 Removal by the Governing Council.
- 6.5.1.1 The Governing Council shall have independent authority to remove the FQHCs CEO from his or her position as FQHCs CEO. Removal of the FQHCs CEO by the Governing Council pursuant to this Paragraph shall not constitute a termination of employment of the FQHCs CEO by the District or otherwise impede the continuation of the FQHCs CEO's employment relationship with the District in another capacity.
- 6.5.1.2 Any personnel action proposed by the Governing Council with regard to the FQHCs CEO must be taken consistent with the District's Human Resources policies.
- 6.5.1.3 The Governing Council acknowledges that the District possesses the authority to terminate the employment of the FQHCs CEO.
- 6.5.2 Removal or Reassignment by District.
- 6.5.2.1 In the event that the District intends to terminate the FQHCs CEO from the position as the CEO of the Health Center Project or to reassign him/her to a position other than the FQHCs CEO, the District will inform the Governing Council and request approval from the Governing Council, for the termination or reassignment. However, if the termination or reassignment is related to the FQHCs CEO's malfeasance, as referenced in the District's Human Resources policies, then the District may terminate or reassign the FQHCs CEO immediately and thereafter notify the Governing Council and HRSA of such action.
- 6.6 The Governing Council and the District will ensure that their conduct under this Paragraph 6 is performed consistent with the terms of this Arrangement, HRSA policies and Compliance Manual.

7. Coordination of Shared Duties by Parties

- 7.1 The FQHCs CEO shall coordinate with the District's President and CEO, the Parties' efforts to meet their respective obligations under this Arrangement and shall cooperate with each other to communicate and resolve any issues between the Parties.
- 7.2 The Parties shall collaborate to assure Governing Council members and Board members are informed as to their respective duties, authority, and obligations under this Arrangement.

8. Record Keeping and Reporting

- 8.1 The Parties shall maintain all financial records, reports, documents, statistical records, books, papers or other records related to this Arrangement that will enable them to meet all state and federal reporting requirements. Such records are to be maintained for a period established by the Arizona State Library, Archives, and Public Records.
- 8.2 The Parties agree that the District is the legal custodian of all medical records established and maintained relating to diagnosis and treatment of any patients served at any of the FQHCs.

9. Insurance

For purposes of liability and insurance coverage, both Parties will be deemed to be an agent of the District for any acts arising under the terms of this Arrangement. The scope of such insurance coverage will be governed by the terms of the Amended and Restated Maricopa County Special Health Care District's Risk Management Insurance and Self Insurance Plan.

10. Ownership of Property Acquired with any Grant Funds and Procurement

Should the District receive Federal grant support from HRSA pursuant to Section 330, the District shall be the titleholder to any and all property purchased with Section 330 grant funds, as applicable. The District shall further assure that all contracts procured and executed by the District are done consistent with the District's Procurement Code and applicable state and federal law and regulations.

11. Applicable Laws, Regulations, and Policies

This Arrangement shall be governed by and construed in accordance with the laws of the state of Arizona and applicable federal laws, regulations, HRSA's policies and Compliance Manual, as may be amended.

12. Non-Discrimination

Each Party agrees that it will not discriminate on any basis, directly or indirectly, with regard to the provision of health care services under this Arrangement. In addition, each Party and its agents, employees, contractors and subcontractors, will not discriminate against any individual with regard to their application for employment or employment status under the terms of this Arrangement.

13. Term

13.1 The term of this Arrangement shall be for three (3) years effective July 1, 2023, unless terminated in accordance with the terms of Paragraph 14 below. This Arrangement may be renewed by the Parties for additional three (3) year terms upon their mutual written agreement. Any additional terms are also subject to the termination terms in Paragraph 14 below. In the event that the Parties have not been able to finalize the terms of subsequent Arrangements, the current term may continue on a month-to-month basis, but not to exceed a period of three (3) months after the last day of the current term.

13.2 Subject to any Federal or state regulatory approval which might require the termination or operation of the FQHCs, nothing in this Arrangement is intended to require, nor should be construed to require, that the FQHCs remain in operation or that the District apply for any grant funding, including Section 330 funding.

14. Termination

14.1 Either Party may terminate this Arrangement without cause upon ninety (90) days prior written notice.

14.2 The Parties may terminate this Arrangement upon mutual agreement giving thirty (30) days prior written notice.

14.3 This Arrangement shall terminate immediately upon the effective date of non-renewal or termination of the Section 330 grant or FQHC award status, as applicable, or upon the loss of any license, permit or other authorization required by law or regulation for operation of the FQHCs.

14.4 Either Party may terminate this Arrangement for cause in the event that the other Party fails to meet material obligations under this Arrangement. Such for cause termination shall require a thirty (30) days' prior written notice of intent to terminate during which period the Party that has allegedly failed to meet the material obligation may attempt to 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 Paragraph 15 of this Arrangement. If the Parties are unable to resolve the dispute through informal negotiations within a reasonable period of time of the commencement of such discussions (not to exceed thirty [30] days), then either Party may terminate this Arrangement.

14.5 For cause termination or termination for mutual convenience shall not become effective unless and until HRSA issues its written approval of such termination, if such notice is required by law or HRSA policy.

15. Alternative Dispute Resolution

The Board and the Governing Council shall use their best efforts to carry out the terms of this Arrangement in a spirit of cooperation and agree to resolve by negotiation any disputes arising hereunder. In the event the Parties are unable to resolve the dispute through informal negotiations within a reasonable period of time of the commencement of such discussions (not to exceed thirty [30] days), the Parties shall attempt formal mediation or arbitration, consistent with the Rules of Procedure for the Maricopa County Superior Court, if they mutually agree to do so. Any decision by a mediator or arbitrator shall be final and not subject to appeal or legal challenge.

16. Proprietary Information and Confidentiality

16.1 The Parties shall maintain the confidentiality of all information regarding the health and health care of any patients receiving services in the FQHCs in accordance with all applicable state and federal laws, including HIPAA (Health Insurance Portability and Accountability Act) and the HITECH (Health Information Technology for Economic and Clinical Health) Act.

16.2 Neither Party shall disclose to any entity or person, any confidential or proprietary information, which it possesses, that is directly or indirectly related to the other Party and which arises under the terms of this Arrangement, without the prior written approval of the other Party or as required by law.

17. Notices

All notices permitted or required by this Arrangement shall be in writing and delivered personally or via USPS first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the address set forth below:

For the Governing Council:
Chair, Valleywise Community Health Centers Governing Council
Valleywise Health Medical Center
Piper Pavilion
2609 East Roosevelt Street
Phoenix, AZ 85008

For the Maricopa County Special Health Care District Board of Directors:
Chair, Board of Directors
Valleywise Health Medical Center
Piper Pavilion
2609 East Roosevelt Street
Phoenix, AZ 85008

18. Assignment

Neither Party shall have the right to assign, delegate or transfer this Arrangement, or any of its rights and obligations hereunder, without the express prior written consent of the other Party.

19. Severability

If any provision of this Arrangement or the application of such provision is held to be invalid, the remaining provisions of this Arrangement shall not be affected thereby.

20. Amendments

Any amendment to this Arrangement shall be in writing, approved, and signed by both Parties.

21. Waiver

Waiver by either Party to this Arrangement of any breach or of any provision hereof by either Party shall not operate as a waiver by such Party of any subsequent breach.

22. No Agency

Neither Party is, nor shall be deemed to be an employee, agent, or legal representative of the other Party for any purpose. The Governing Council may not enter into any contracts in the name of or on behalf of the District or Board.

23. Third-Party Beneficiaries

No third party shall obtain any right, debt, liability or obligation under any provision of this Arrangement.

24. Survival

Paragraphs 8, 9, 10, 15, 16, 17, 21, 22, 23, and 24, shall survive the termination of this Arrangement without regard to the cause of termination.

25. Entire Agreement

This Arrangement constitutes the entire agreement of the Parties with respect to the Parties' operation of the FQHCs as a public center and supersedes all prior oral and unsigned agreements.

Signatures Appear on the following Page

IN WITNESS WHEREOF, the Parties have caused this Co-Applicant Operational Arrangement to be executed by their duly authorized representatives.

**Chair,
Valleywise Community Health Centers
Governing Council**

**Chair, Board of Directors
Maricopa County Special Health Care
District**

By: _____

By: _____

Print: _____ Print: _____

Title: Chair, VCHCGC

Title: Chair, Board of Directors

Date:

Date: