

Sacramento County Primary Health Services
Healthcare for the Homeless Co-Applicant Board (HCHCAB)

Meeting Agenda

June 8, 2015 / 12:00 PM – 1:30 PM

Loaves and Fishes

Delany Center (1st Floor Board Room)

401 North 12th Street
 Sacramento, Ca 95811

Topic	Time	Action or Discussion
Welcome, Introductions, and Announcements – <i>Paula Lomazzi, Chair</i>	12:00 – 12:15	Discussion
Documents Review and Approval – <i>Marcia Jo</i>	12:15 – 1:15	Discussion Action
<ul style="list-style-type: none"> ▪ HCHAB Bylaws (Revised) ▪ HCHAB Co-Applicant Agreement (Revised) 		
Approval of Documents Reviewed During May 15, 2015 Meeting:		
<ul style="list-style-type: none"> ▪ Policy and Procedure 11-01 HCH Sliding Fee ▪ HCH Program Budget ▪ Expenditures for Beneficiary Recruitment and Community Events 		
Report on TB Training – <i>Maria Respall</i>	1:15 – 1:20	Discussion
Public Comment – <i>Paula Lomazzi</i>	1:20 – 1:25	
Closing Remarks and Adjourn – <i>Paula Lomazzi</i>	1:25 – 1:30	

Next Meeting: July 27, 2015 / 9:30 AM – 10:30 AM

CO-APPLICANT AGREEMENT
Between the Sacramento County Board of Supervisors
&
Sacramento Healthcare for the Homeless Co-Applicant Board

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

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

WHEREAS, the United States Department of Health and Human Services Health Resources and Services Administration has established a program for Federally Qualified Health Centers; and

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

WHEREAS, the COUNTY believes it can better serve these populations through COUNTY participation in the Federally Qualified Health Center program; and

WHEREAS, the COUNTY's participation in the Federally Qualified Health Center program requires the COUNTY to comply with the applicable law and the formal policies of the United States Department of Health and Human Services Health Resources and Services Administration; and

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

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

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

WHEREAS, under such arrangement the COUNTY through its DHHS, the public entity responsible for the operation of the Health Center, shall retain authority over certain general policy-setting functions and management of the Health

Center, including specified governance functions, and, to the extent permitted by the COUNTY's enabling legislation, the COUNTY and the HCHAB shall share the authority to perform additional governance functions as specified in this Agreement; and

WHEREAS, the Parties wish to set forth in this Agreement, the authorities to be exercised by each Party and the shared responsibilities of the Parties with respect to the Health

Center, in accordance with the Governance Requirements and other applicable Federal laws, regulations, policies and County Code; and

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

A. Role of the HCHAB

1. Composition. As described in the HCHAB Bylaws, HCHAB provides community-based governance and oversight of the COUNTY's Health Center. The structure and composition of the HCHAB shall be as follows:
 - a. The members shall be representative of the general community served by the Health Center, shall be work or reside in or be associated with Sacramento County, and shall be selected for their skills, expertise and perspectives in, but not limited to, finance, legal affairs, business, health, managed care, social services, labor relations, and government. No more than one-half of such HCHAB may be individuals who derive more than ten percent (10%) of their annual income from the health care industry.
 - b. The Health Center's Project Director shall be an ex-officio, nonvoting member of the HCHAB.
 - c. Except as provided in Section 1.1(c) above, no HCHAB shall be an employee or officer of the COUNTY's DHHS, or an immediate family member (i.e. a spouse, child, parent, brother or sister related by blood, adoption or marriage) to such an employee' or officer of the COUNTY's DHHS.
 - d. The HCHAB shall select HCHAB officers in accordance with the election process and nominating process described in the HCHAB's Bylaws.
 - e. The HCHAB may recommend candidates for future HCHAB membership to the COUNTY's Board of Supervisors for appointment. All appointments by the Board of Supervisors shall be reviewed and ratified by the HCHAB. HCHAB members may be removed from the HCHAB pursuant to the HCHAB's Bylaws.
 - f. The term of office for HCHAB members pursuant to HCHAB Bylaws shall be four (4) years. A HCHAB member shall be limited to no more than three (3) consecutive terms of membership. The effective date of membership corresponds to the date of appointment.

B. Governance Authorities and Responsibilities

The HCHAB shall have authority and responsibility for the Health Center activities as set forth below.

1. The COUNTY as a public agency. In accordance with federal requirements, the COUNTY and the HCHAB, recognize that the COUNTY as a public agency is constrained by law in the delegation of certain government functions to other entities, and thus the COUNTY is permitted to retain authority over general policies for the operation of the public health center. Therefore, the COUNTY as a public agency center with an approved co-applicant board arrangement does not need further justification for the public agency to retain authority for the establishment of the following types of general policies:
 - a. Fiscal Policies

- i. Internal control procedures to ensure sound financial management procedures.
 - ii. Purchasing policies and standards.
- b. Personnel Policies
 - i. Employee selection, performance review/evaluations, and dismissal procedures.
 - ii. Employee compensation, including wage and salary scales and benefit packages.
 - iii. Position descriptions and classification.
 - iv. Employee grievance procedures.
 - v. Equal opportunity practices.
- c. Collaborative Exercise of Authority. While the COUNTY, as the public agency, is the recipient of the Health Center grant and is accountable for carrying out the approved Health Center Program scope of project, the term "co-applicant" is used to reflect that the public agency would not qualify on its own as meeting all the Health Center Program requirements. Both the COUNTY and the co-applicant HCHAB collectively constitute the "Health Center." The HCHAB however, retains the ultimate decision-making on duties and authorities beyond the general types of fiscal and personnel policies described above. The co-- applicant arrangement allows for the HCHAB and the COUNTY to work collaboratively in the exercise of governance responsibilities.
- d. Adoption of Policies. Subject to the COUNTY's fiscal and personnel policies, including collective bargaining requirements, the HCHAB shall adopt the Health Center's policies concerning: (i) hours of operation; (ii) health services provided; (iii) quality-of-care audit procedures; and (iv) in the event of relocation or redevelopment of the physical plant, the locations of the Health Center's sites;
- e. Project Director of Homeless Services. Subject to the COUNTY's personnel policies, the HCHAB shall have final authority to select, remove, and evaluate the Health Center's Project Director, as described in this Agreement;
- f. Approval of the Annual Budgets. Subject to the COUNTY's fiscal policies, the HCHAB shall have authority to approve the Health Center's annual operating and capital budget, consistent with this Agreement;
- g. Financial Management Protocol. Subject to and consistent with this Agreement, the HCHAB shall consult with the COUNTY's DHHS in establishing a written protocol regarding the adoption and periodic updating of policies for the financial management practices of the Health Center (including a system to assure accountability for the Health Center's resources, provision of an annual audit, long-range financial planning, billing and collection policies, and accounting procedures);
- h. Evaluation of the Health Center's Activities and Achievements. On at least an annual basis, the HCHAB, in conjunction with the COUNTY's DHHS, shall conduct an evaluation of the Health Center's activities and

achievements and recommend, as necessary, revision of the Health Center's goals, objectives and strategic plan;

- i. Approval of Applications. The HCHAB shall approve applications for annual FQHC recertification, annual Section 330 grants (as applicable), changes to the scope and/or budget of the grant and other grant funds for the Health Center, in accordance with all applicable requirements of HRSA and other funding agencies;
- j. Compliance. The HCHAB, in conjunction with the COUNTY's DHHS, shall assure the Health Center's compliance with applicable federal, state, and local laws, regulations, and policies. The COUNTY's DHHS shall provide the HCHAB with periodic reports regarding the Health Center's legal and regulatory compliance program. On at least a biannual basis, the HCHAB shall evaluate the Health Center's compliance activities and, recommend, as necessary, the revision, restructuring, or updating of the compliance program by the COUNTY's DHHS;
- k. Quality Management. The HCHAB shall evaluate the quality management programs developed and recommended by the staff of the Health Center and approved by the COUNTY's DHHS in accordance with Section 2.2U). The HCHAB shall be integrated into the COUNTY's DHHS's quality management activities related to the Health Center, including audits and state quality management reporting requirements. Quality management reports shall be shared periodically between the HCHAB and the COUNTY's DHHS representatives responsible for quality management matters at the Health Center. The Health Center's Project Director shall, as appropriate, report to the HCHAB on matters concerning the quality of the medical services provided by the Health Center;
- l. Evaluation of the HCHAB. On at least a quarterly basis, the HCHAB shall evaluate its compliance with the Governance Requirements and report its findings and any recommendations for corrective action to the COUNTY's DHHS. The HCHAB 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
- m. Personnel Policies. Subject to and consistent with this Agreement, the HCHAB ratifies and adopts the personnel policies and regulations developed and approved by the COUNTY (and as modified, revised or amended by the County) including, but not limited to, employee selection, performance review, evaluation, discipline and dismissal procedures, employee compensation, wage, salary and benefits, position descriptions and classifications, employee grievance procedures and processes, and equal employment opportunity practices.

2. Duties and Evaluation of the Project Director of Clinic Services.

- a. Duties. The Project Director (a County employee) shall serve as the Director of the Health Center and shall have responsibility for the general care, management, supervision, and direction of the Health Center's affairs, consistent with the priorities and policies established by the HCHAB. The Project Director shall report directly to the HCHAB and shall act in that capacity in accordance with the best interests of the Health

Center, regardless of and notwithstanding any employment arrangement between the Project Director and the COUNTY DHHS. The Project Director shall be responsible for the proper administration of all personnel policies applicable to the Health Center. The Project Director shall also have the authority to administer all contracts for goods and services as required for the operation of the Health Center, subject to the laws and policies applicable to the COUNTY's procurement and purchasing, the Health Center approved budget, and the laws and policies applicable to the COUNTY DHHS's administration of the budget and contracts.

- b. Evaluation. The HCHAB shall review the Project Director's performance annually and shall comply with all applicable personnel, collective bargaining, and other employment related requirements of the COUNTY. The review shall be coordinated and conducted by the HCHAB's Executive Committee. The report of the annual review shall be submitted to the full HCHAB and to the COUNTY's Deputy Director of Primary Health.

3. **Selection, Approval, and Removal of the Project Director.**

a. Search Committee.

- i. The Search Committee shall include representatives of the HCHAB and the COUNTY.
- ii. The Search Committee shall evaluate and conduct preliminary interviews of candidates for the Project Director in accordance with the COUNTY's personnel policies and procedures.
- iii. The Search Committee shall recommend one or more candidates from those individuals previously evaluated and interviewed for presentation to the HCHAB.

- b. Selection and Approval. Subject to the COUNTY's personnel and hiring policies, the HCHAB shall have authority to select and approve the Project Director from the slate of candidates presented by the Search Committee.

c. Removal.

- i. In accordance with the COUNTY's personnel policies, the Executive Committee identified in the HCHAB Bylaws shall develop criteria for removal of the Project Director, which will be presented to the full HCHAB for approval.
- ii. Subject to the COUNTY's personnel policies, collective bargaining agreements and related requirements, the HCHAB shall have authority to require the removal of the Project Director from his or her position based on the criteria developed by the Executive Committee.

C. Role of the COUNTY.

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

a. Fiscal Controls.

- i. The COUNTY through its DHHS shall develop and shall provide preliminary recommendation for the annual operating and capital budgets of the Health Center. The DHHS shall recommend such budgets to the HCHAB for review and final approval. In the event that the HCHAB does not approve the recommended budget, the COUNTY through its DHHS and the HCHAB shall meet and confer to develop an appropriate budget that is satisfactory. If the COUNTY DHHS and the HCHAB fail to develop a mutually agreed upon budget within thirty (30) days of the initial review, then the dispute shall be resolved in accordance with Section 7 (check this section. Instead of saying Section 7, it may want to say "Section F, 5) below. Subject to the requirements for adoption and approval of a public agency budget, the HCHAB shall have final authority to approve the annual operating and capital budgets of the Health Center.
 - ii. The Parties shall not materially deviate from the adopted budget except that the COUNTY through its DHHS, as manager of the Health Center, may modify planned fiscal activities if there is a reduction in available resources (e.g. decreased levels of reimbursement, diminished revenues, or adverse labor events). The COUNTY through its DHHS shall immediately notify the HCHAB of any budgetary change that would materially modify the scope of the FQHC project and seek the necessary approvals of such changes.
 - iii. The COUNTY through its DHHS shall be solely responsible for the management of the financial affairs of the Health Center, including capital and operating borrowing.
 - iv. The COUNTY through its DHHS shall have sole authority to develop and implement financial policies and controls related to the Health Center, in consultation with the HCHAB, as set forth in this Agreement.
 - v. All funds received for services provided and all income otherwise generated by the Health Center, including fees, premiums, third-party reimbursements and other state and local operational funding, and Section 330 grant funds ("Program Income"), as well as all Program Income greater than the amount budgeted ("Excess Program Income"), shall be under the control of the COUNTY. All Program Income and Excess Program Income shall be used to further the goals of the Health Center's federally approved program and consistent with the policies and priorities established by the HCHAB.
 - vi. The COUNTY through its DHHS shall have sole authority to receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Health Center, consistent with this Agreement.
- b. Funding From Governmental and Charitable Sources. Neither Party shall take any action that would negatively impact the COUNTY's funding from

federal, state, or local sources or financial support from foundations or other charitable organizations.

- c. Employer-Employee Relations.
 - i. Subject to the limitation of Section 1.4 of this Agreement regarding the selection, evaluation, approval and removal of the Health Center's Project Director, the COUNTY and its DHHS shall have sole authority over employment matters and development and approval of personnel policies and procedures, including but not limited to, the selection, discipline and dismissal, salary and benefit scales, employee grievance procedures and processes, equal employment opportunity practices, collective bargaining agreements, labor disputes and other labor and human resources issues, as well as agreements for the provision of staff who are employees of other agencies or organizations. Consistent with this Agreement, the HCHAB shall ratify and adopt the personnel policies and procedures developed and approved by the COUNTY.
 - ii. The Project Director of the Health Center shall be an employee of the COUNTY DHHS. Removal of the Project Director by the HCHAB pursuant to this Agreement shall not constitute a termination of employment by the COUNTY nor impede the continuation of the Project Directors' employment relationship with the COUNTY.
- d. Operational Responsibilities. Subject to the governance responsibilities exercised by the HCHAB as administered by the Project Director, the COUNTY shall conduct the day-to-day operations of the Health Center. Such operational responsibilities shall include but not be limited to:
 - i. Applying for and maintaining all licenses, permits, certifications, accreditations and approvals necessary for the operation of the Health Center.
 - ii. Credentialing and privileging of providers.
 - iii. Receiving, managing, and disbursing, as applicable, revenues of the Health Center consistent with the approved budget for the Health Center. The DHHS shall not be required to disburse funds for any expenditure not authorized by the approved budget.
 - iv. Subject to the limitations set forth in this Agreement, employing or contracting personnel to perform all clinical, managerial, and administrative services necessary to assure the provision of high-quality health care services to the Health Center's patients.
 - v. Subject to the limitations set forth in this Agreement, managing and evaluating all Health Center staff and, if necessary disciplining, terminating or removing such staff pursuant to the COUNTY's personnel policies and processes.
 - vi. Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs.
 - vii. Providing for the annual audit of the Health Center, which shall be undertaken in consultation with the HCHAB in accordance with this Agreement, consistent with the requirements of the United States Office of Management and Budget Circular A-133, and the

compliance supplement applicable to the consolidated Health Center Program to determine, at a minimum, the fiscal integrity of financial transactions and reports and compliance with Section 330 requirements and the fiscal policies of the COUNTY. HCHAB shall accept the annual health center audit.

- viii. Preparing monthly financial reports, which shall be submitted to the HCHAB, and managing financial matters related to the operation of the Health Center.
- ix. Developing and managing internal control systems, in consultation with the HCHAB as set forth in this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:
 - 1. eligibility determinations,
 - 2. development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Health Center;
 - 3. separate maintenance of the Health Center's business and financial records from other records related to the finances of the DHHS so as to ensure that funds of the Health Center may be properly allocated;
 - 4. accounting procedures and financial controls in accordance with generally accepted accounting principles;
 - 5. a schedule of charges and partial payment schedules (i.e., a sliding fee schedule of discounts) for services provided to certain uninsured and underinsured patients with annual incomes at or below 200% of the federal poverty level, and a nominal fee policy for those with annual incomes at or below 100% of the federal poverty level, and in compliance with, but not greater than, the requirements set forth in the California State law (California Welfare and Institutions Code § 17000, et seq.);
 - 6. billing and collection of payments for services rendered to individuals who are: (1) eligible for federal, state or local public assistance; (2) eligible for payment by private third-party payors and (3) underinsured or uninsured and whose earnings fit the low- income criteria; and
 - 7. compliance with the terms and conditions of the FQHC Look- Alike and/or Grantee designation, as applicable.
- x. Unless otherwise stated in this Agreement, establishment of the Health Center's operational, management, and patient care policies.
- xi. Establishing ongoing quality improvement programs.
- xii. Ensuring the effective and efficient operation of the Health Center.

D. Mutual Obligations.

- 1. Compliance with Laws and Regulations. The Parties shall have a mutual commitment and responsibility to work together to ensure that the Health Center provides care in compliance with all applicable federal, state and local laws, policies and regulations.
- 2. Financial Responsibility. Each Party agrees not to undertake expenditures in excess of the authorized budget and the available resources and to recognize

the COUNTY DHHS's responsibility with respect to the Fiscal Controls and related financial matters described in this Agreement.

3. Expenses of Parties. The expenses of the COUNTY and the HCHAB incurred in carrying out its respective obligations for governance and operation of the Health Center pursuant to this Agreement shall be considered expenses incurred in furtherance of the health center program and thus shall be reimbursed in accordance with applicable program requirements and the fiscal policies of the COUNTY.
4. Record Keeping and Reporting.
 - a. Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents to enable the Parties to meet all Health Center-related reporting requirements. Records shall be maintained for a period of four (4) years from the date this Agreement expires or is terminated, unless state and/or federal law requires that records be maintained for a period greater than the four (4) year period specified herein ("the retention period"). If an audit, litigation, or other action involving the records is started before the end of the retention period, the Parties agree to maintain the records until the end of the retention period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, the California Department of Health Care Services, the Office of the Comptroller of the State of California or any of their duly authorized representatives, upon appropriate notice, such records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to each Party's personnel for purposes of interview and discussion related to such documents.
 - b. Confidentiality. Subject to the COUNTY's obligations, if any, to make public its records in accordance with applicable law, the Parties agree that all information, records, data, and data elements collected and maintained for the administration of this Agreement (in any form, including, but not limited to;• written, oral, or contained on video tapes, audio tapes, computer diskettes or other storage devices) shall be treated as confidential and proprietary information. Accordingly, each Party shall take all reasonable precautions to protect such information from unauthorized disclosure; however, nothing contained herein shall be construed to prohibit any authorized Federal or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data element to which (s)he is lawfully entitled. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all protected health information ("PHI") of the patients receiving care provided by the Health Center, in accordance with all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").
 - c. Medical Records. The Parties agree that the COUNTY's DHHS, as the operator of the Health Center, shall retain ownership of medical records established and maintained; relating to diagnosis and treatment of patients served by the Health Center.

- d. Insurance.
 - i. The COUNTY shall maintain Professional Liability Insurance, Workers' Compensation Insurance, and General Liability and Property Damage Insurance to cover Health Center activities.
 - ii. This Section shall survive the termination of this Agreement without regard to the cause for termination.
- e. Ownership of Property Acquired with Grant Funds. The provisions of 45 C.F.R. § 74.40, et seq., apply to tangible property acquired under this Agreement. The Parties agree that the COUNTY shall be the titleholder to all property purchased with grant funds.
- f. Copyrightable Material. If any copyrightable material is developed under this Agreement, the DHHS, Co-Applicant, and the U.S. Department of Health and Human Services ("HHS") shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, authorize others, or otherwise use such material.

E. Governing Law.

1. Applicable Laws, Regulations, and Policies. This Agreement shall be governed and construed in accordance with applicable Federal laws, regulations, and policies. In addition, each Party covenants to comply with all applicable laws, ordinances, and codes of the State of California and all local governments in the performance of the Agreement, including all licensing standards and applicable accreditation standards.
2. New HRSA Directives. The Health Center's Project Director shall submit promptly to each Party any directives or policies that are received from HRSA after execution of this Agreement and are pertinent to applicable Section 330 grants, and the Parties shall comply with such additional directives/policies, as they become applicable.
3. Non-Discrimination. By signing this Agreement, the HCHAB agrees to comply with the COUNTY's Equal Employment Opportunity Non-Discrimination Policy and all related personnel policies as well as all related federal requirements.
4. Term. This Agreement shall remain in effect during the project period of any Section 330 grant award that the DHHS receives with Co-Applicant as its co-applicant, unless terminated at an earlier date in accordance with the terms of Section 6 of this Agreement.

F. Termination.

1. Immediate Termination. This Agreement shall terminate immediately upon the non-renewal or termination of the Section 330 grant.
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 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.
3. Termination by Mutual Agreement. This Agreement may be terminated upon the mutual approval of the Parties in writing.
4. Termination Contingent upon HRSA Approval. With the exception of a termination for cause arising from the voluntary or involuntary loss of the Health

Center's FQHC designation (or its Section 330 grant), either party may terminate this agreement on 120 days written notice; however, such termination shall not become effective unless and until HRSA issues its written approval of such termination.

5. Dispute Resolution and Mediation. The Parties shall first attempt to resolve any dispute or impasse in decision-making arising under or relating to this Agreement by informal discussions between the Project Director of the Health Center and the Chair of the HCHAB. Any dispute or impasse not resolved within a reasonable time following such discussions (not to exceed thirty (30) days) shall be resolved by mediation by the County Administrative Officer. If the Parties are unable to resolve the dispute through mediation, either Party may pursue any remedy available at law.
6. Notices. All notices permitted or required by this Agreement shall be deemed given when made in writing and delivered personally or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the addresses set forth below or such other addresses as the Party may designate in writing:

For Co-Applicant:

Chairperson
Health Care for the Homeless Advisory Board
1321 North C Street
Sacramento, CA 95811

For the County of Sacramento:

DHHS Director
County of Sacramento DHHS
7001-A East Parkway, Suite 1000
Sacramento, CA 95823

G. Assignment.

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

H. Severability.

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

I. Amendments.

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

J. Waiver.

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

K. Agency.

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

L. Third-Party Beneficiaries.

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

M. Force Majeure.

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

N. Co-Applicant HCHAB Bylaws.

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

O. Entire Agreement.

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

P. Execution:

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

**BY LAWS OF
THE COUNTY OF SACRAMENTO
HEALTH CARE FOR THE HOMELESS
CO-APPLICANT BOARD**

Draft June 3, 2015

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Introduction to this Agreement

This body shall be known as the County of Sacramento Health Care for the Homeless Co-Applicant Board, and shall be hereafter referred to as "HCHAB". The HCHAB is also known as "Board" under Health Resources and Services Administration (HRSA). The HCHAB shall serve as the independent local co-applicant governing board pursuant to the Public Health Services Act and its implementing regulations. The County of Sacramento, a public entity and political subdivision of the State of California, shall act as co-applicant with the HCHAB.

Article I: Purpose

The HCHAB is the community-based governing board mandated by the Health Resources Services Administration's ("HRSA") Bureau of Primary Health Care ("BPHC") to set health center policy and provide oversight of the County's Federally Qualified Health Center ("FQHC"), which shall be hereafter referred to as "County's Health Center".

The HCHAB shall work cooperatively with the County of Sacramento acting in its role as co-applicant, to support and guide the County's Health Center in its mission to:

Ensure that homeless adults have access to high quality comprehensive primary care at the Sacramento County Federally Qualified Health Center sites.

Article II: Responsibilities

The HCHAB has specific responsibilities to meet the governance expectations of HRSA, while day-to-day operational and management authority reside with the County FQHC staff.

The HCHAB's responsibilities include providing advice, leadership, and guidance in support of the County Health Center's mission.

The HCHAB will be knowledgeable about marketplace trends and shall have the responsibility for assisting and advising the County Health Center to ensure that County Health Center remains viable in its marketplace while it pursues its mission.

The HCHAB shall have the following responsibilities:

- Hold monthly meetings and maintain a record of all official actions;
- Approve the annual County Health Center budget;
- Identification, consultation and selection of services beyond those required in law to be provided, as well as the location, mode of delivery of those services and the hours of operation;
- Review and approve financial priorities and the County Health Center budget;
- Adoption of policies necessary and proper for the efficient and effective operation of the Health Center;
- Periodic evaluation of the effectiveness of the County Health Center in making services accessible to County residents, particularly those experiencing homelessness;
- Development and implementation of a procedure for hearing and resolving patient grievances;
- Approval of quality of care protocols and audits.

- Delegate credential and privilege of providers to the Medical Director of the County Health Center, as referenced in the Performance Improvement Policy and Procedure 01-01;
- Ensure compliance with federal, state, and local laws and regulations;
- Adoption of Bylaws;
- Approve the selection, performance evaluation, retention, and dismissal of the County Health Center's Project Director;
- Approve clinic fees and discount program;
- Long-term strategic planning, which would include regular updating of the County Health Center's mission, goals, and plans, as appropriate;
- Evaluate the County Health Center's progress in meeting its annual and long-term goals; and
- Approval of applications related to the County Health Center, including grants/designation application and other HRSA requests regarding scope of project.

The HCHAB shall work with the County Health Center's management and community leaders to strengthen County Health Center now and into the future. Additionally, the HCHAB will:

- Ensure the new board members are oriented and trained regarding the duties and responsibilities of being a board member of an organization subject to FQHC Requirements and satisfying the educational and training needs of existing members;
- Officially accept the annual audit report and management letter performed by an independent auditor in accordance with federal audit requirements; and
- Approve any application for a Section 330 grant or FQHC recertification.

NOTE: No individual member shall act or speak for the HCHAB except as may be specifically authorized by the HCHAB. Members (other than the Health Center Chief Executive Officer/Project Director) shall refrain from giving personal advice or directives to any staff of the Health Center.

Article III: Limitations of Authority

The Board of Supervisors shall maintain the authority to set general policy on fiscal and personnel matters pertaining to the County Health Center, including financial management practices, charges and rate setting, and labor relations and conditions of employment. The HCHAB may not adopt any policy or practice, or take any action, which is inconsistent with the County Code, or which alters the scope of any policy of the Board of Supervisors regarding fiscal or personnel issues.

The Parties shall not materially deviate from the adopted budget except that the COUNTY through its DHHS, as manager of the County Health Center, may modify planned fiscal activities if there is a reduction in available resources (e.g. decreased levels of reimbursement, diminished revenues or adverse labor events). The COUNTY through its DHHS shall immediately notify the HCHAB of any budgetary change that would materially modify the scope of the County Health Center and seek the necessary approvals of such changes.

The COUNTY through its DHHS, in consultation with the HCHAB, shall be solely responsible for the management of the financial affairs of the County Health Center, including capital and

operating borrowing; for the development and implementation of financial policies and controls related to the County Health Center; and receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the County Health Center. All funds received for services provided and all income otherwise generated by the County Health Center, including fees, premiums, third-party reimbursements and other state and local operational funding, and Section 330 grant funds ("Program Income"), as well as all Program Income greater than the amount budgeted ("Excess Program Income"), shall be under the control of the COUNTY. All Program Income and Excess Program Income shall be used to further the goals of the County Health Center's federally approved program and consistent with the policies and priorities established by the HCHAB.

vi. The COUNTY through its DHHS shall have sole authority to receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Health Center

Article IV: Members

Section 1 – Membership

There shall be ten (10) at large voting members of the HCHAB and one ex-officio non-voting member.

1. Membership categories:
 - a. Sacramento County has a waiver from HRSA regarding patient members. However, input from consumers and from the homeless community is gathered annually through interviews, surveys, advocates, and focus groups.
 - b. Community Members ("Community Members") from differing segments of the County with expertise in community affairs, finance, legal affairs, or business or other commercial concerns; and
 - c. The Project Director, who shall serve as an ex-officio non-voting member of the HCHAB.
2. Establishment of HCHAB. The initial (present) members of the HCHAB shall be nominated and appointed by the Board of Supervisors.
3. Following the establishment of the HCHAB and the seating of its initial members, the appointment of any member and the filling of any vacancy shall be recommended by the HCHAB and approved by the County Board of Supervisors.

Section 2 – Membership Qualifications

1. No more than half of the Community members may receive more than ten percent (10%) of his or her annual income from the health care industry (health care industry is understood to mean any community clinic or hospital providing health, mental health, dental, or other health services to low income residents of Sacramento).
2. All members must work or reside in, or be associated with, Sacramento County. No member of the HCHAB shall be an employee or an immediate family member (i.e., spouse, child, parent, brother, or sister, related by blood, adoption, or marriage) to such an employee of the County of Sacramento, Department of Health and Human Services, or HCHAB officer. No member shall have a financial interest, which would constitute a conflict of interest.

3. Members of the board must reasonably represent the individuals who are served by the health center in terms of race, ethnicity, and gender.

Section 3 – Responsibilities and Rights of Members

1. All members must:
 - a. Attend all HCHAB meetings, unless excused by the chair.
 - b. Be subject to the conflict of interest rules applicable to the Board of Supervisors of the County of Sacramento and the laws of the State of California.
2. Members shall be entitled to receive agendas, minutes, and all other materials related to the HCHAB, may vote at meetings of the HCHAB, and may hold office and may Chair HCHAB committees.

Article V: Term of Office

The term of office for HCHAB members shall be for four (4) years. A member shall be limited to no more than three (3) consecutive terms of membership. The effective date of membership corresponds to the date of appointment.

Any elected member who has served three (3) consecutive, four (4) year terms shall not be eligible for re-election until one (1) year after the end of his or her third term. Election for a term of less than three (3) years or to fill a vacancy for less than three (3) years shall not be counted as service of a four (4) year term for this purpose. Unless terminated earlier in accordance with bylaws, members shall serve their designated term until their successors are elected and qualified.

Article VI: Removal

Any member may be removed whenever the best interests of the County Health Center or the HCHAB will be served. The member whose removal is placed in issue shall be given prior notice of his/her proposed removal, and a reasonable opportunity to appear and be heard at a meeting of the HCHAB. A member may be removed pursuant to this section by a vote of two-thirds (2/3) of the total number of members then serving on the HCHAB. A member may also be removed by the County Board of Supervisors consistent with the Co-Applicant Agreement.

Continuous and frequent absences from the HCHAB meetings, without reasonable excuse, shall be among the causes for removal. In the event that any member is absent without acceptable excuse from three (3) consecutive HCHAB meetings or from four (4) meetings within a period of six (6) months, the HCHAB shall automatically consider the removal of such person from the HCHAB in accordance with the procedures outlined in this Article.

The HCHAB will accept email resignation of a HCHAB member. The HCHAB will send an email or letter to the HCHAB member confirming the resignation. Following seven days (7) of receipt of the letter by the HCHAB, the resignation is accepted.

Article VII: Conflict of Interest

A conflict of interest is a transaction with the County Health Center in which a HCHAB member has a direct or indirect economic or financial interest. Conflict of interest or the appearance of conflict of interest by HCHAB members, employees, consultants and those who furnish goods

or services to the County Health Center must be declared. HCHAB members are required to declare any potential conflicts of interest by completing a conflict of interest declaration form (see Appendix "A").

In situations when a conflict of interest may exist for a member, the member shall declare and explain the conflict of interest. No member of the HCHAB shall vote in a situation where a personal conflict of interest exists for that member.

No voting member of the HCHAB shall be an employee or an immediate family member of an employee of Sacramento County Department of Health and Human Services.

In addition to the requirements imposed by these Bylaws, HCHAB members shall also be subject to all applicable state and federal conflict of interest laws.

Article VIII: Compensation

Members of the HCHAB shall serve without compensation from the County Health Center. Travel and meal expenses when traveling out of Sacramento County for HCHAB business shall be approved in advance by the HCHAB.

Article IX: Meetings

Section 1 – Regular Meetings

The HCHAB shall meet at least monthly and maintain records/minutes that verify and document the board's functioning. 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.

Section 2 – Conduct of Meeting

The meeting shall be conducted in accordance with the most recent edition of The Sturgis Standard Code of Parliamentary Procedure unless otherwise specified by these Bylaws.

Section 3 – Open and Public

All meetings will be conducted in accordance with the provisions of the Ralph M. Brown Act, open public meeting law, as amended.

Section 4 – Notice, Agenda and Supportive Materials

- A. Written notice of each regular meeting of the HCHAB, specifying the time, place and agenda items, shall be sent to each member not less than seventy-two (72) hours prior to the meeting except as permitted by the Ralph M. Brown Act. Preparation of the agenda shall be the responsibility of the Chair in conjunction with the Project Director, or his or her designee.
- B. The agenda of each regular meeting shall be posted at the FQHC Clinic location and on the County Health Center's website:
<http://dev.dhhs13.saccounty.net/PRI/Pages/HCH%20Co-App/Health-Care-for-the-Homeless.aspx>.

- C. Supportive materials for policy decisions to be voted upon shall be distributed to all members along with the agenda. If, on a rare occasion, such prior submission is precluded by time pressures, and if the urgency of a HCHAB vote is established by the Chair of the HCHAB, an item may be placed on the agenda although supporting materials are not available in time to be distributed; however, such material shall be available at the meeting.
- D. Items which qualify as an emergency can be added to the agenda pursuant to the Ralph M. Brown Act.

Section 5 – Special Meetings

To hold a special meeting, advance notice of such meeting shall be given.

The Sacramento HCHAB shall hold an annual meeting during November, at such time and place as is established by the Board upon proper notice, for election of new members and officers, and for the transaction of such other businesses as may properly come before the Sacramento HCHAB. The annual meeting shall serve as the regular meeting for that month. Notice of the annual meeting shall be given in writing by the Project Director or his or her designee to each member not less than (30) nor more than sixty (60) days prior to the date of such meeting

Section 6 – Quorum and Voting Requirements

- A. A quorum is necessary to conduct business and make recommendations. A quorum shall be constituted by the presence of a majority of the appointed members of the HCHAB.
- B. A majority vote of those HCHAB members present and voting is required to take any action.
- C. Each member shall be entitled to one vote. Voting must be in person or telephonically; no proxy votes will be accepted.
- D. HCHAB member attendance at all meetings shall be recorded on a sign-in sheet. Members are responsible for signing the attendance sheet. The names of members attending shall be recorded in the official minutes. 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. Attendance will be recorded by the Project Director or his or her designee with a roll call and participation recorded in the official minutes.
- E. The Project Director shall have direct administrative responsibility for the operation of the County Health Center and shall attend, or assign a delegate in his/her absence to all meetings of the HCHAB, but shall not be entitled to vote.

Article X: Officers

The Chair and Vice-Chair shall be chosen from among the members of the HCHAB.

Section 1: Nomination and Election

Nominees for officers shall be selected from the HCHAB membership. Nominations for officers shall be made at the regular October meeting. A nominee may decline nomination.

Officers shall be elected annually by a majority vote of these members present and voting, as the first order of business at the November meeting of the HCHAB.

Initial selection of officers upon creation of the HCHAB will transpire at the same HCHAB board meeting following the adoption of these bylaws.

Section 2: Appointment of Chair/Vice-Chair

Officers shall be elected for a term of one (1) year, or any portion of an unexpired term thereof, a person shall be limited to no more than four (4) consecutive terms of membership. A term of office for an officer shall start January 1, and shall terminate December 31, of the same year, or shall serve until a successor is elected.

Section 3: Vacancies

Vacancies created during the term of an officer shall be filled for the remaining portion of the term by special election by the HCHAB, at a regular or special meeting in accordance with this Article.

Section 4: Responsibilities

The officers shall have such powers and shall perform such duties as from time to time shall be specified in these

Bylaws or other directives of the HCHAB.

A. Chair

The Chair shall preside over meetings of the HCHAB, shall serve as Chair of the Executive Committee, and shall perform the other specific duties prescribed by these Bylaws or that may from time to time be prescribed by the HCHAB.

B. Vice-Chair

The Vice-Chair shall perform the duties of the Chair in the latter's absence and shall provide additional duties that may from time to time be prescribed by the HCHAB.

Article XI: Executive Committee

Section 1: Meetings

The Executive Committee shall meet as needed and at such time and place as it may designate and shall keep a record of all its proceedings and actions.

Special meetings of the Executive Committee may be called on one (1) days' notice by the Chair.

Section 2: Membership

The Executive Committee shall consist of the Chair, Vice-Chair, and one (1) member of the HCHAB elected as a member-at-large.

Section 3: Election

Officers shall be elected annually by a majority vote of these members present and voting, as the first order or business at the November meeting of the HCHAB, in accordance with Article X.

Section 4: Powers

The Executive Committee shall coordinate the activities of all committees; and shall perform such other duties as prescribed by the HCHAB including making decisions in emergencies. In such cases the full HCHAB shall be apprised of the actions in a formal meeting within five (5) days of the action.

Section 5: Voting

The Executive Committee shall act by majority vote of those present at a meeting having a quorum. Two (2) Members' of the Executive Committee shall constitute a quorum.

Section 6: Vacancies

Vacancies on the Executive Committee shall be filled by special election at a regular or special meeting of the HCHAB, in accordance with Article X.

Article XII: Committees

In addition to Executive Committees pursuant to Article XI, HCHAB may designate one or more committees as the HCHAB sees as appropriate to carry out its responsibilities. The designation shall be adopted at a meeting of the HCHAB at which a quorum is present. Each standing committee shall be subject to the requirements of the Ralph M. Brown Act.

The Chairperson of the governing Sacramento HCHAB shall, from among governing board members, appoint with the concurrence of a majority of Governing Board members, the following standing committees:

1. **Finance and Audit Committee:** The Finance and Audit Committee will be responsible for reviewing and accepting the recommended annual operating and capital budgets of the County Health Center before the budgets are submitted to HCHAB for review and final approval and monitoring and making regular reports and recommendations to the HCHAB regarding the financial status and policies of the corporation including fiscal planning, budgeting, policy development, and financial performance. The Committee shall include member representatives, the Project Director and the County Health Center's budget officer.

In the event that the Finance and Audit Committee does not accept or recommend the budget to the HCHAB and/or if the HCHAB does not approve the recommended budget, the COUNTY through its DHHS and the HCHAB shall meet and confer to develop an appropriate budget that is satisfactory. If the COUNTY DHHS and the HCHAB fail to develop a mutually agreed upon budget within thirty (30) days of the initial review, then the dispute or impasse shall be resolved by mediation by the County Administrative Officer, in accordance with the Dispute Resolution and Mediation Process. Subject to the requirements for adoption and approval of a public agency budget, the HCHAB shall have final authority to approve the annual operating and capital budgets of the County Health Center.

2. **Clinical and Quality Assurance Committee:** The Clinical and Quality Assurance Committee will be responsible for monitoring and making recommendations for the implementation and improvement of the quality assurance programs of the County

Health Center, as described in the Co-Applicant Agreement. In addition to member representatives, the Committee shall include the Health Center's Medical Director and appropriate staff clinicians of the County Health Center.

3. Nominating Committee: The Nominating Committee shall be comprised of members nominated by HCHAB and will be responsible for recruiting and nominating all individuals for consideration for membership on the HCHAB. The Nominating Committee shall review candidates' qualifications, and make nominations in a manner that assures compliance with the Bylaws (i.e. board composition).

Each committee shall consist of two (2) or more HCHAB members. Committees may also consist of additional persons from the community chosen for their knowledge and concern about a specific issue or field or endeavor who are not members of the HCHAB.

The designation of such committees and the delegation thereto of authority shall not operate to relieve the HCHAB of its responsibility. Any actions or recommendations of a committee must be approved by the HCHAB.

Section 1: Committee Appointments

- A. Chair: The Chair of the HCHAB shall appoint the Committee Chair from the members of the committee.
- B. Members: Committee members shall be appointed by the Chair of HCHAB and are subject to the review of the HCHAB.
- C. Term of Office: The Chair of a committee shall hold office for a maximum on one (1) year or until a successor is appointed and approved. All members of each committee shall hold office for one (1) year. A person shall be limited to no more than four (4) consecutive terms of membership.
- D. Vacancies: The Chair, with the approval of the HCHAB, shall have the power to fill any vacancies that occur on the committee.

Section 2: Meetings

All meetings of the committees shall occur at such time and place as designated by the Chair of the committee and as often as necessary to accomplish its duties.

Section 3: Minutes

All committees shall maintain written minutes of all meetings, which shall be available to the HCHAB. They shall report in writing to the HCHAB as necessary, in the form of reports or recommendations.

Article XIII: Amendments and Dissolution

1. Amendments: The Bylaws may be repealed or amended, or new Bylaws may be adopted at any meeting of the HCHAB at which a quorum is present, by two-thirds (2/3) of those present and voting. At least fourteen (14) days written notice must be given to each member of the intention as to alter, amend, repeal, or to adopt new Bylaws at such meetings, as well as the written alteration, amendment or substitution proposed. Any revisions and amendments must be approved by the HCHAB and County Board of Supervisors.

2. **Dissolution:** With the exception of a dissolution or termination for cause arising from the voluntary or involuntary loss of the Health Center's FQHC designation (or its Section 330 grant), either party may dissolve with a 120 days written notice. Such a dissolution shall not become effective unless and until HRSA issues its written approval of such termination. Dissolution of the HCHAB shall only be by affirmative vote of the HCHAB and County Board of Supervisors at duly scheduled meetings. The causes for dissolution may include changes in laws, regulations, or external environments, circumstances that dictate dissolution such as the identification of an environment that would constitute a threat to patient, employee, or public safety, clinical care, or inappropriateness, or any other circumstance that would constitute a violation of the County Law, or laws and regulations governing County Health Center, or threaten credentialing, accreditation, or certifications that permit the delivery of services to patients. In considering dissolution, the HCHAB and County Board of Supervisors shall take into consideration the importance of County Health Center services to the community, and only exercise such authority as a last resort or remedy. Dissolution of the HCHAB may jeopardize Section 330 grant funds.

CERTIFICATION

These Bylaws were approved at a meeting of the board by a two thirds majority vote on _____, 2015.

Chair Date

Vice-Chair Date

APPENDIX “A” Conflict of Interest

Conflict of Interest. Defined as an actual or perceived interest by the member in an action, which results or has the appearance of resulting in personal, organizational, or professional gain.

Duty of Loyalty. HCHAB members shall be faithful to the organization and can never use information obtained in his/her position as a HCHAB member for personal gain.

Responsibilities of HCHAB Members:

1. A HCHAB member must declare and explain any potential conflicts of interest related to:
 - a. Using her/his HCHAB appointment in any way to obtain financial gain for the member’s household or family, or for any business with which the HCHAB member or a HCHAB member’s household or family is associated; and
 - b. Taking any action on behalf of the HCHAB, the effect of which would be to the member’s household or family’s, private financial gain or loss.
2. No member of the HCHAB shall vote in a situation where a personal conflict of interest exists for that member.
3. No voting member of the HCHAB shall be an employee or an immediate family member of an employee of the County Health Center or County of Sacramento, Department of Health and Human Services; however, a member may otherwise be an employee of the County.
4. No HCHAB member shall be an employee or an immediate family member of an employee of a Federally Qualified Health Center.
5. Any member may challenge any other member(s) as having a conflict of interest by the procedures outlined in the HCHAB’s Bylaws, Article IX.

As a HCHAB member, my signature below acknowledges that I have received, read, and had an opportunity to ask clarifying questions regarding these conflict of interest requirements. I understand that any violation of these requirements may be grounds for removal from HCHAB membership. I further understand that I may be subject to all other applicable state and federal conflict of interest requirements in addition to the provisions set forth in these Bylaws.

HCHAB Member’s name (please print):

HCHAB Member’s signature:

Date:

 <p style="text-align: center;">County of Sacramento Department of Health and Human Services Division of Primary Health Services Policy and Procedure</p>	Policy Issuer (Unit/Program)	Clinic Services
	Policy Number	11-01
	Effective Date	02-01-12
	Revision Date	02-19-15
Title: Healthcare for the Homeless Sliding Fee		Functional Area: Homeless Field Services
Approved By: Marcia Jo, MPA/JD, Health Program Manager		

Policy

Sections 330 (k) (3) (G) of the of Public Health Service Act requires that no homeless adult patient will be denied health care services due to his/her inability to pay for such services and that any fees or payments required by the health center for such services will be reduced or waived to enable the center to fulfill this requirement.

Primary Health Clinic Services offers a sliding fee discount to homeless persons served under the Healthcare for the Homeless (HCH) grant. A sliding fee discount is used to charge homeless clients based on their ability to pay.

This policy only applies to those not eligible for health coverage.

Procedures

A. General Provisions

1. Signs are posted in service lobbies of homeless clinics informing patients of the discounted fee policy.
2. The sliding fee discount is based on the most recent Federal Poverty Level (FPL) guidelines published by the U.S. Department of Health and Human Services and is updated annually.
3. The sliding fee discount will apply to office visits for primary health care, dental visits, lab tests, and pharmacy. Specialty care and hospital services are not covered by this policy.
4. Charges for services are set at Medi-Cal fee for services rates.
5. Homeless individuals and families below or at 100% FPL will received a full discount for office visits.
6. Homeless individuals and families with annual incomes <101% and 200% FPL will be charged a Sliding Scale discounted rate.
7. Homeless individuals and families with incomes over 200% FPL will be expected to pay the full cost of services provided.

B. Eligibility

1. Confirm that the individual meets the HRSA definition of homelessness: *an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations and an individual who is a resident in transitional housing. Categories used are these:*
 - a. Homeless shelter
 - b. Transitional Housing
 - c. Doubling-Up/Sharing

- d. Street (encampment/car/makeshift)
 - e. Other (SRO, hotel/temporary housing).
2. Confirm that the person has no health coverage plan.
 3. Confirm that the person has an income at or below 200% FPL.
 4. Confirm that the person is a verified resident of (or expresses the intent to reside in) Sacramento County.
 5. Once qualified, the sliding fee discount will remain in effect for a period not to exceed twelve (12) months from the date of qualification. Once the effective date has expired, the patient will need to re-apply and re-qualify to receive the sliding fee discount.

C. Application Process

1. Clinic registration staff checks health coverage per standard procedures.
2. If patient does not have coverage, assist with application.
3. Eligible patients that wish to apply for the sliding fee discount are given the Sliding Fee Data Sheet.
 - a. Eligible patients that report income at or below 200% FPL will be charged per the sliding fee schedule on the first visit based on the patient's statements without the need for verification of residence or income.
 - b. Patient will be advised that future sliding fee discounts are available only when proofs of income and residence have been submitted.
 - c. Proof of income:
 - i. Current check stub dated within 30 days of visit.
 - ii. Most recent income tax return.
 - iii. Self-attestation of income.
 - iv. Other verification of income deemed appropriate by the Homeless Program Coordinator.
 - d. Proof of residence:
 - i. Verification of shelter or transitional housing.
 - ii. Utility bill.
 - iii. Self-attestation of residence or intent to reside.
4. Clinic registration staff indicates "Sliding Scale" on encounters where the patient has been deemed eligible for sliding fee scale and scan documents into medical record.

References:

[2015 Federal Poverty Level Guidelines](#)

Attachments:

[Sliding Fee Discount and Income Tables](#)

Contact:

Marcia Jo, MPA/JD, Health Program Manager

This Policy approved by the Healthcare for the Homeless Advisory Board:
03/14/12

Sliding Fee and Income Discount Tables

(Based on 2015 Poverty Guidelines)

You will Pay:

OFFICE VISIT CODES:	</= 100%	101% -150%	151% - </= 200%	>200% Poverty
	Full Discount	Flat Rate Charge	Flat Rate Charge	Full Rate Charge
NEW PATIENT Codes				
99201	\$0.00	\$10.00	\$20.00	\$22.90
99202	\$0.00	\$10.00	\$20.00	\$34.30
99203	\$0.00	\$10.00	\$20.00	\$57.20
99204	\$0.00	\$10.00	\$20.00	\$68.90
99205	\$0.00	\$10.00	\$20.00	\$82.70
ESTABLISHED PATIENT Codes				
99211	\$0.00	\$5.00	\$10.00	\$12.00
99212	\$0.00	\$5.00	\$10.00	\$18.10
99213	\$0.00	\$5.00	\$10.00	\$24.00
99214	\$0.00	\$5.00	\$10.00	\$37.50
99215	\$0.00	\$5.00	\$10.00	\$57.20

Budget Justification	FY 2015		
	Federal	Non-Federal	TOTAL
REVENUE			
PROGRAM INCOME (fees, premiums, 3rd party reimbursements, and payments generated from the projected delivery of services)		814,338	814,338
LOCAL & STATE FUNDS (including local, foundation, and state grants)		4,079,198	4,079,198
OTHER SUPPORT (including contributions and fundraising)		160,000	160,000
FEDERAL 330 GRANT	1,038,395		1,038,395
OTHER FEDERAL FUNDING (break out by source — e.g., HUD, CDC)			0
TOTAL REVENUE	1,038,395	5,053,536	6,091,931
EXPENSES			
PERSONNEL - Refer to Staffing Plan (Attachment 1)			
ADMINISTRATION	156,135	678,039	834,174
MEDICAL STAFF	321,930	752,397	1,074,327
DENTAL STAFF	0	0	0
BEHAVIORAL HEALTH STAFF	0	0	0
ENABLING STAFF	0	201,724	201,724
OTHER STAFF	0	0	0
TOTAL PERSONNEL	478,065	1,632,160	2,110,225
FRINGE BENEFITS			
Fringe Benefits @ 62.25% of Salaries (excluding Registry salary). Below is breakdown:			
Health Insurance @ 15.87%	75,868	258,545	334,413
Retirement @ 20.82%	99,533	339,187	438,720
Medicare @ 6.78%	32,413	110,456	142,869
Retiree Health @ .85%	4,064	13,848	17,912
401A Contribution @ .20%	956	3,258	4,214
Other Allocated Benefits @ 17.73% of salaries (includes Worker's Comp, SUI, Insurance Liability)	84,760	288,847	373,607
TOTAL FRINGE BENEFITS	297,594	1,014,141	1,311,735
TRAVEL			
Local Travel: Client bus passes (\$200/mo) and taxi vouchers (\$50/mo) to assist clients with reaching medical appointments.	0	3,000	3,000
Local Travel: Employee mileage (1800/2039: \$4,101 + 1935/2039: \$2,400); 2 vehicles lease/mntc (1935/2928: \$7,920) plus gas (1935/2938: \$1,106)	0	15,527	15,527
Local Travel: Registration for 3 staff at annual UDS Training (\$275 ea)	0	825	825

Budget Justification	FY 2015		
	Federal	Non-Federal	TOTAL
Non-Local Travel: Participation at national conference (1800/2031: \$2,150 + 1935/2031: \$500).	0	2,650	2,650
TOTAL TRAVEL	0	22,002	22,002
EQUIPMENT			
TOTAL EQUIPMENT	0	0	0
SUPPLIES			
Office Supplies Office supplies (1800/2076: \$20,413) + Freight cartage (1800/2045: \$16,665 + 1935/2045: \$600) + county purchasing costs (1800/2925: \$2,076 + 1935/2925: \$753)	0	40,507	40,507
Postage (mass mailings, postal and courier service): Postal services (1800/2081: \$993 + 1935/2081: \$487) + Mail/postage charges (1800/2922: \$11,225 + 1935/2922: \$1,380) + GS Mssngr (1800/2923: \$4,002)	0	18,087	18,087
Communication: Telephone services, Cell, Circuit charges, Landline charges, etc. (1935: \$4,867 + 1800/2197: \$367 + 1800/2227: \$43); OCIT Telephone (1800/2987: \$19,118)	0	24,395	24,395
Printing Costs: Printing Svc (1800/2085: \$1,694) + GS Prntg Svc (1800/2921: \$7,130) + Outreach & educational materials (1935: \$1,446)	0	10,271	10,271
Medical Equipment Maintenance: Med Eq Mntc Svs (1800/2251: \$4,317) + Med Eq Mntc Sup (1800/2252: \$7,771)	0	12,088	12,088
Office Equipment Maintenance: Off Eq Mntc Svc (1800/2261: \$235) + Off Eq Mntc Sup (1800/2262: \$52,213)+ Rnt/lse Eq (1800/2275: \$14,006)	0	66,454	66,454
Laundry: Uniform allowance (1800/1143: \$5,333 + 1935/1143: \$125) + laundering/dry clean svc (1800/2531: \$1,511 + 1935/2351-\$1,200)	0	8,169	8,169
Dental: Dental Sup (1800/2412: \$6,476)	0	6,476	6,476
Radiology: Rad Svc (1800/2471: \$34,538) + Rad Sup (1800/2472: \$2,159)	0	36,697	36,697
Intrepreter Services: Interpret Svc (1800/2832-\$58,067)	0	58,067	58,067
Pharmacy and Over the Counter Supplies (purchased through County Pharmacy includes vaccines) (1935/6420: \$20,607)	20,607	0	20,607
TOTAL SUPPLIES	20,607	281,211	301,818
CONTRACTUAL			
UCD CONTRACT - Attachment 2 provides salary detail	138,010	546,421	684,431
TEACH CONTRACT - Attachment 2 provides salary detail	34,697	80,958	115,655
TOTAL CONTRACTUAL	172,707	627,379	800,086

Budget Justification	FY 2015		
	Federal	Non-Federal	TOTAL
OTHER			
NHCHC dues @ \$1,000/yr	1,000	0	1,000
<u>Education & training:</u> CPR, first aid, continuing educations (1935: \$900) + Ed/Train (1800/2035: \$2,031) + Ed/Train Sup (1800/2036: \$432) + Tuition Reimb (1800/2037: \$2,590)	0	5,953	5,953
Refreshments at homeless board meetings (1935: \$100/mo)	0	1,200	1,200
<u>Data Processing Services:</u> Data Proc Svc (1800/2811: \$123,281); Data Proc Sup (1800/2812: \$21,586); Sys Dev Svs (1800/2911: 87,306 + 1935/2911: 23,325); WAN (1800/2916: \$17,472 + 1935/2916: \$6,339); OCIT Labor (1800/2910: \$18,453 + 1935/2910: \$6,695) ; OCIT Fee (1800/2912: \$22,353)	0	326,810	326,810
<u>Facility Use:</u> FEDERAL: Main office facility use (1800/2942: 15% of \$456,145); NON-FEDERAL Main office facility use (1800/2942: 85% of 456,145 + 1935/2942: \$20,718) + security (1800/2571: \$27,041 + 1935/2571: \$9,810) + refuse collection/disposal (1800/2193: \$518 + 1935/2193: \$88) + alarm (1800/2917: \$1,307 + 1935/2917: \$474)	68,422	447,679	516,101
TOTAL OTHER	69,422	781,642	851,064
TOTAL DIRECT CHARGES	1,038,395	4,358,535	5,396,930
INDIRECT CHARGES – N/A			
11.41% indirect rate Dept Overhead (1800/6011: \$324,982 + 1935/6011: \$59,300) + Division Overhead (1800/6012: \$146,617 + 1935/6012: \$25,272) + Collection Services + (1800/6504: \$75,552) + Personnel Services (1800/6541: \$46,433 + 1935/6541: \$16,845)	0	695,001	695,001
TOTALS (Total of TOTAL DIRECT CHARGES and INDIRECT CHARGES above)	1,038,395	5,053,536	6,091,931

PLEASE NOTE: Sacramento County utilizes the HRSA funding to provide services within our HCH Integrated Behavioral Health Medical Home. Not all enrollees in this medical home are homeless so we utilize a percentage methodology to budget and finally allocate expenses and revenues.

STAFFING PLAN - NOVEMBER 1, 2014 - OCTOBER 31, 2015 - REVISED 11/14/14

Name	HRSA Position Title	County Position Title	% of FTE Federal	% of FTE Non-Fed	Base Salary	Adjusted	Federal Amount Requested	Salary Non-Federal
S. Damiano	CEO	Deputy Director	0%	2%	139,198.00	no adjustment needed	0	2,784
J. Dizon	CFO	ASO III	0%	2%	100,948.81	no adjustment needed	0	2,019
M. Jo	COO	HPM	0%	100%	111,266.80	no adjustment needed	0	111,267
S. Mishra	CMO	Med Director	0%	50%	231,938.35	181,500.00	0	115,969
S. Johnson	Admin Support	Mental Health Program Coord	30%	70%	87,742.21	no adjustment needed	26,323	61,420
V. Deloney	Admin Support	Sr. Health Program Coord	0%	100%	107,297.00	no adjustment needed	0	107,297
D. Seese	Admin Support	Sr. Office Assistant	30%	70%	42,106.00	no adjustment needed	12,632	29,474
C. Portala	Admin Support	Sr. Office Assistant	30%	70%	44,210.63	no adjustment needed	13,263	30,947
J. Ziegler	Admin Support	Sr. Office Assistant	30%	70%	36,730.27	no adjustment needed	11,019	25,711
B. Collins	Admin Support	OA Lv2	30%	70%	37,504.01	no adjustment needed	11,251	26,253
E. Abalateo	Admin Support	OA Lv2	30%	70%	37,504.01	no adjustment needed	11,251	26,253
M. Nunez	Admin Support	OA Lv2	30%	70%	36,589.28	no adjustment needed	10,977	25,612
S. Mitchell	Admin Support	Office Assistant	50%	50%	38,419.00	no adjustment needed	19,210	19,210
D. Elizares	Fiscal and Billing Staff	Claims Assistance Specialist	30%	70%	42,454.27	no adjustment needed	12,736	29,718
T. Lor	Fiscal and Billing Staff	Claims Assistance Specialist	30%	70%	46,379.79	no adjustment needed	13,914	32,466
D. Dunwoody	Fiscal and Billing Staff	Claims Assistance Specialist	30%	70%	45,198.30	no adjustment needed	13,559	31,639
V. McKee	Family Physician	Physician 3	50%	50%	187,539.68	181,500.00	90,750	96,790
TBD	Family Physician	Physician 3	30%	70%	171,741.08	no adjustment needed	51,522	120,219
S. Rigg	Nurse Practitioner	Nurse Practitioner	30%	70%	110,662.33	no adjustment needed	33,199	77,464
TBD	Nurse	Registry - Public Health Nurse	0%	100%	100,000.00	no adjustment needed	0	100,000
L. Trotter	Nurse	RN Lv2	30%	70%	94,295.12	no adjustment needed	28,289	66,007
K. Lozano	Other Med Personnel (MA, NA)	MA Lv2	0%	100%	46,494.00	no adjustment needed	0	46,494
K. Corbray	Other Med Personnel (MA, NA)	MA Lv2	50%	50%	45,449.08	no adjustment needed	22,725	22,725
M. Holmes	Other Med Personnel (MA, NA)	MA Lv2	30%	70%	45,449.08	no adjustment needed	13,635	31,814
E. Martinez	Other Med Personnel (MA, NA)	MA Lv2	30%	70%	45,449.08	no adjustment needed	13,635	31,814
L. Petrashishin	Other Med Personnel (MA, NA)	MA Lv2	30%	70%	45,449.08	no adjustment needed	13,635	31,814
A. Espinoza	Other Med Personnel (MA, NA)	MA Lv2	30%	70%	45,449.08	no adjustment needed	13,635	31,814
G. Yakimstev	Other Med Personnel (MA, NA)	MA Lv2	30%	70%	45,449.08	no adjustment needed	13,635	31,814
M. Prieto	Other Med Personnel (MA, NA)	MA Lv2	30%	70%	45,449.08	no adjustment needed	13,635	31,814
TBD	Other Med Personnel (MA, NA)	MA Lv2	30%	70%	45,449.08	no adjustment needed	13,635	31,814
V. Huynh	Other Enabling Svs Staff	Public Health Nurse	0%	100%	101,384.00	no adjustment needed	0	101,384
M. Lucina	Other Enabling Svs Staff	Public Health Nurse	0%	100%	100,340.00	no adjustment needed	0	100,340
TOTALS							478,065	1,632,160

CONTRACT STAFFING PLAN - NOVEMBER 1, 2014 - OCTOBER 31, 2015 - REVISED 12/19/14

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Name	HRSA Position Title	County Position Title	% of FTE Federal	% of FTE Non-Fed	Base Salary	Adjusted	Federal Amount Requested	Non-Federal	Contract Benefits %	Contract Benefits Amount	Adjusted Benefits Amount	Federal	Non-Federal
J. Onate	Psychiatrist	UCD Contract Physician	30%	70%	249,850	181,500	54,450	174,895	26.73%	66,785	48,515	14,555	33,961
S. Suo	Psychiatrist	UCD Contract Physician	30%	70%	290,220	181,500	54,450	203,154	26.73%	77,576	48,515	14,555	33,961
SUBTOTAL							108,900	378,049		144,361	97,030	29,110	67,922
Various	Physician	TEACH Contract Physicians	30%	70%	115,655	no adjustment needed	34,697	80,958	0%	0	0	0	0
SUBTOTAL							34,697	80,958		0	0	0	0
TOTAL							143,597	459,007		144,361	97,030	29,110	67,922

FEDERAL AMOUNT REQUESTED = COLUMN H + COLUMN M

UCD CONTRACT	138,010.00
TEACH CONTRACT	34,697.00
TOTAL CONTRACTS	<u>172,707.00</u>

NON-FEDERAL AMOUNT = COLUMN I + COLUMN N

UCD CONTRACT	445,971.00
ADDL UCD CONTRACT AMT*	100,450.00
TEACH CONTRACT	80,958.00
TOTAL CONTRACTS	<u>627,379.00</u>

*FULL COST OF UCD CONTRACT IS \$684,731. \$100,450 IS AMOUNT REDUCED FROM FEDERAL REQUEST DUE TO SALARY LIMITATIONS.