

**Sacramento County Department of Health Services
Health Center Co-Applicant Board (CAB) AGENDA**

Friday, August 16, 2024, 9:30 a.m.- 11:30 a.m.

Regular CAB Meeting

4600 Broadway, Community Room 2020, Sacramento, CA

Agenda materials can be found at

<https://dhs.saccounty.net/PRI/Pages/Health%20Center/Co-Applicant%20Board/County-Health-Center-Co-Applicant-Board.aspx>

The CAB meeting will be held in person at 4600 Broadway, Room 2020. Room 2020 is easily accessible without staff/security needing to let you in. It is at the top of the back stairs (near the Broadway entrance, not the garage entrance).

- If any Board member needs to teleconference for this meeting, a notice will be uploaded to our website at <https://dhs.saccounty.gov/PRI/Pages/Health%20Center/Co-Applicant%20Board/County-Health-Center-Co-Applicant-Board.aspx> by 8:30 a.m. on the morning of the meeting along with a link available to the public to observe the meeting via Teams video and/or teleconference.
- The meeting facilities and virtual meetings are accessible to people with disabilities. Requests for accessible formats, interpreting services or other accommodations may be made through the Disability Compliance Office by calling (916) 874-7642 (CA Relay 711) or email DCO@saccounty.gov as soon as possible prior to the meeting.

CALL TO ORDER (9:30 AM)

Opening Remarks and Introductions – *Suhmer Fryer, Chair*

- a. Roll Call and Welcome
- b. Brief Announcements

INFORMATION ITEMS (9:35 AM)

1. Budget Updates
-Stephanie Hofer
2. No Show Plan
-Dr. Besse
3. HIV Follow Up
-Dr. Besse
4. Project Director Report
-Dr. Mendonsa
5. Medical Director Report
-Dr. Mishra
6. CAB Goals
-Dr. Besse

INFORMATION/ACTION ITEMS¹ (9:55 AM)

BUSINESS ITEM I.

Revised July 1, 2024, Special CAB Meeting Minutes

Recommended Action: Motion to Approve and Adopt the Revised July 1, 2024, Special Meeting Minutes

BUSINESS ITEM II.

July 19, 2024, CAB Meeting Minutes

Recommended Action: Motion to Approve the drafted July 19, 2024, Meeting Minutes

BUSINESS ITEM III.

By Laws

Recommended Action: Motion to Approve the drafted By Laws

BUSINESS ITEM IV.

Co-Applicant Agreement

Recommended Action: Motion to Approve the drafted Co-Applicant Agreement

BUSINESS ITEM V.

CAB Celebration

Recommended Action: Motion to Extend September CAB Meeting 1 Hour for Recognition Celebration

BUSINESS ITEM VI.

Non-Competing Continuation-CAB Approval Requested for the HRSA Main Grant

Recommended Action: Motion to Approve Non-Competing Continuation Submission

PUBLIC COMMENT (10:20 AM)

Anyone may appear at the CAB meeting to provide public comment regarding any item on the agenda or regarding any matter that is within CAB's subject matter jurisdiction. The Board may not take action on any item not on the agenda except as authorized by Government Code section 54954.2.

- Should the meeting be made available via teleconference platform, public comment may also be made via Teams teleconference by using the raised hand feature. Those joining the meeting via Teams are requested to display their full name.

CLOSED SESSION

None

MEETING ADJOURNED

¹ Time estimate: 5-10 minutes per item, unless otherwise noted



**Sacramento County Health Center
Co-Applicant Board**

BOARD BYLAWS

Revision Date: November 17, 2023

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Introduction

This body shall be known as the Sacramento County Health Center Co-Applicant Board, and shall be hereafter referred to as "CAB". The CAB is also known as the "Board" under Health Resources and Services Administration (HRSA). The CAB has been established by the Sacramento County Board of Supervisors via its local charter authority and for the purpose of creating a body that meets the HRSA program board composition and authority requirements for a Federally Qualified Health Center ("FQHC"), and which provides the required community-based governance for a public FQHC, set forth in Section 330¹ ("Section 330"), its implementing regulations, and HRSA guidance, including Chapter 20 of the HRSA Health Center Program Compliance Manual (the "Compliance Manual") (collectively, the "Governance requirements"). ~~The CAB shall~~ serve as the ~~independent~~ local co-applicant governing board required for public FQHC funding 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 CAB.

Article I: Purpose

The CAB ~~provides is~~ the community-based governing board mandated by ~~the Health Resources Services Administration's ("HRSA's")~~ Bureau of Primary Health Care ("BPHC") ~~to set health center policy and provide oversight of the~~ for the County's Federally Qualified Health Center ("FQHC"), the Sacramento County Health Center (which shall be hereafter referred to as "Health Center-") by meeting the FQHC composition requirements and by exercising certain authorities and responsibilities vis-à-vis the Health Center, as particularly codified in the Co-Applicant Agreement entered into between the County and the CAB.

The CAB shall work cooperatively with the County of Sacramento acting in its role as co-applicant public entity that operates the Health Center, to support and guide the Health Center in its mission:

Vision:

To be an exceptional health care center valued by the communities we serve and our team.

Mission:

To provide high quality, patient-focused, equitable healthcare for the underserved in Sacramento County, while providing training for the next generation of local health care providers.

Values:

Accountability • Compassion • Diversity • Equity • Excellence • Education • Respect

Article II: Responsibilities

The CAB has specific responsibilities to meet the governance requirements and expectations

¹ Section 330 of the Public Health Services Act. (42 U.S.C. 254(b).)

of HRSA for a co-applicant Board, while day-to-day operational and management and certain governance authority for the Health Center reside with Sacramento County, Department of Health Services (DHS), Primary Health Services Division staff.

~~The CAB's responsibilities include providing advice, leadership, and governance in support of the Health Center's mission.~~

Consistent with the terms of the Co-Applicant Agreement, the CAB shall have the following responsibilities and authorities related to the Health Center:

- ~~A. Hold final authority on all areas assigned to the Health Center's HRSA scope of project, including services and supports provided through HRSA grant funds, program income, and all appropriated funds;~~
- B.A. Holding monthly meetings and maintain a record of all official actions;
- C.B. Approving the annual Health Center's annual operating and capital budget; including any mid-year material changes to such budgets, and monitoring the financial status of the Health Center;
- ~~D.C. 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. Periodically reviewing and approving the Health Center's health care policies concerning: (i) hours of operation; (ii) health services provided; (iii) quality-of-care audit procedures; (iv), the locations of the Health Center's sites; and (v) the process for hearing and resolving patient complaints;~~
- ~~E.D. Adopt policies necessary and proper for the efficient and effective operation of the Health Center; Evaluating and approving the quality management policies and programs developed and recommended by the staff of the Health Center;~~
- F.E. In conjunction with County's DHS, periodically evaluating of the Health Center's activities and achievements (including service utilization patterns, productivity, patient satisfaction, achievement of program objectives) and recommending revision of the Health Center's goals, objectives and strategic plan effectiveness of the Health Center in making services accessible to County residents, particularly those experiencing homelessness;
- ~~G. Develop and implement a procedure for hearing and resolving patient grievances; Approve quality of care protocols and audits;~~
- H.F. Delegating credentialing and privileging of providers to the Medical Director of the Health Center, as referenced in the PP CS 07-05 Credentialing and Privileging;
- I.G. In conjunction with the County's DHS, ensuring compliance with federal, state, and local laws and regulations by evaluating the Health Center's compliance activities and, recommending the revision, restructuring, or updating of the Health Center's compliance program;
- J.H. Adopting Bylaws and annually evaluating itself for compliance with the FQHC composition requirements, as well as its effectiveness in collaborating with County DHS in effectuating the terms of the Co-Applicant Agreement and exercising its authorities and responsibilities for the Health Center set forth in the Co-Applicant Agreement and these Bylaws;
- K.I. Approving the selection, annual performance evaluation, ~~retention,~~ and dismissal of the Health Center's Project Director, consistent with the processes set forth in the Co-

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Applicant Agreement;

- ~~L.J.~~ Approving Health Center policies for billing and collection activities, including for the sliding fee discount program, including (i.e. a policy for eligibility for services and a criteria for a schedule of discounts off charges for services).~~Health Center Sliding Fee Discount policy;~~
- ~~M.K.~~ In conjunction with County DHS, engaging in the long-term strategic planning activities for the Health Center, including, which would include regular review and updating of the Health Center's mission, goals, and plans, as appropriate;
- ~~N.L.~~ Approving HRSA applications related to the Health Center, including Section 330 grants/designation application and changes to the other Health Center's HRSA requests regarding scope of project;
- ~~O.M.~~ Ensuring new board members are oriented and trained regarding the duties and responsibilities of being CAB a board member of an organization, the relationship between the CAB, County and the Health Center, and related subject to FQHC requirements, and satisfying the educational and training needs of existing members; and
- ~~P.N.~~ Reviewing Officially, accept the annual Health Center audit report and management letter performed by an independent auditor in accordance with federal audit requirements.

NOTE: No individual CAB member shall act or speak for the CAB except as may be specifically authorized by the CAB. 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

~~As codified in the Co-Applicant Agreement, the Board of Supervisors shall maintain the authority to set general policy on fiscal and personnel matters pertaining to the Health Center, including financial management practices, charges and rate setting, and labor relations and conditions of employment. The CAB 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. All policies and practices must adhere to California law, Brown Act requirements, and are subject to the Public Records Act.~~

~~Other than as specified in the Co-Applicant Agreement, the COUNTY through its DHS, in consultation with the CAB, shall retain all be solely other governance and operational responsible responsibility for the management of the financial and other affairs of the Health Center, including capital and operating borrowing; for the development and implementation of financial policies and controls related to the Health Center; and receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Health Center.~~

Article IV: CAB CompositionMembers

Section 1: Membership

There shall be between nine (9) and thirteen (13) at large voting members of the CAB and one (1) ex-officio non-voting member.

A. Membership categories:

1. Board Members - Consumers:

- a. A majority of members of the board shall be individuals who are served by the Health Center. This means an individual who is a currently registered patient who has accessed Health Center services in the past 24 months and received at least one service that generated a visit where both the service and the site where the service was received are within Health Center's HRSA-approved scope of project.
- b. As a group, the Consumerspatient members of the board reasonably represent individuals who are served by the Health Center in terms of demographic factors such as race, ethnicity gender, socioeconomic status, and age.
- ~~c. At least one representative on the board will be from each targeted population serviced by the Health Center including homelessness, as specifically defined under the section 330 grant.~~
- ~~d. c.~~ A legal guardian of a Consumerpatient who is a dependent child or adult, or a legal sponsor of an immigrant, may also be considered a Consumerpatient for purposes of board representation.

2. Board Members - Community Members:

- ~~a. The remaining non-Consumer mMembers shall be representative of the general community in which the Health Center operates and shall be selected for their of the board have a broad range of skills, expertise and perspectives representing the community served by the Health Center.~~
- ~~b. a. Members shall be individuals from differing segments of the County with expertise in community affairs, finance, legal affairs, business or other commercial concerns.~~
- ~~c. 3. The Board shall include a Consumer or Community representative for any special population served by the Health Center for which the Health Center receives Section 330 special population funding (e.g., the homeless), which may include Members may be an advocate who has personally experienced being a member of or represent, or have expertise in or works closely with the special population (e.g., such as individuals experiencing homelessness).~~

4. The Health-RSA Center's Project Director, or designee, shall serve as an ex-officio non-voting member of the CAB.

~~3. -~~

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Section 2: Additional Membership LimitationsQualifications

- A. 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 working in any community clinic or hospital providing health services to low income residents of Sacramento).
- B. All members must work, reside in, or be associated with, Sacramento County. No voting

member of the CAB shall be an employee or an immediate family member (i.e., spouse, child, parent, or sibling, [related by blood, adoption, or marriage]) to such an employee of the Department of Health Services of the County of Sacramento, or CAB officer. No member shall have a financial interest, which would constitute a conflict of interest.

Section 3: Member Recruitment, Selection, and Ratification

A. Establishment of CAB

The initial voting members of the CAB were nominated and appointed by the Board of Supervisors.

B. Continuation of CAB

1. Member Recruitment

The CAB (or a ~~sub-~~Committee appointed for this purpose) develops a ~~R~~ecruitment ~~P~~lan each year, to identify and recruit potential members that help fill existing and forecasted gaps in CAB membership including regarding

- a. Member classifications,
- b. Populations represented on the CAB,
- c. Member skills, experience and perspectives; and
- d. Segments of the community about which members have expertise.

The ~~R~~ecruitment ~~P~~lan includes strategies designed to effectively reach targeted groups or classes of individuals.

Expiring Terms

- a. Terms end in January. Recruitment for soon to be expiring terms will begin in September so that candidate members can be considered and a new CAB member approved prior to the end of the term.

Vacancies during Terms

- a. The ~~R~~ecruitment ~~P~~lan may designate a period during which membership applications will be accepted and reviewed

2. Application Review

The application for CAB membership and instructions for completing and submitting it—as well as information about the Health Center, the CAB, and its role, as well as open seats and deadlines for application—are made widely available to possible members, including on the Health Center website.

- a. Nominations for ~~voting~~ membership on the CAB may be submitted by anyone so long as the nominee meets the membership requirements of these Bylaws.
- b. Nominated individuals or other interested individuals must submit an application to provide required information and to verify their interest and ability to serve as CAB members.
- c. Applications are submitted to Health Center ~~staff designated by the HRSA~~ Project Director ~~to~~ ~~Staff~~ verify that applicants meet individual

CAB membership requirements and assess how the applicant meets a need identified in the then-current Recruitment Plan. ~~The names of all applicants. All applications are sent to the Executive Committee, with a document indicating whether or not the applications demonstrate that the candidate meets the membership requirements and the Recruitment Plan, and whether any provided references have been checked. who meet the membership requirements are presented to the Governance Committee.~~

- d. The ~~Governance~~ Executive Committee of the CAB reviews the membership applications and ~~may interview~~ talks with possible candidates. ~~The Executive Committee will ultimately determine whether to recommend an individual then brings forward candidates that they recommend for membership to the full CAB and will notify the Project Director of such decision.~~

3. Approval of CAB members

The CAB ~~(or a designated Committee or staff member)~~ may interview an applicant recommended by the Executive Committee prior to voting on whether to approve the recommended candidate at a duly called meeting of the CAB. ~~prospective members that meet membership requirements and review their skills, experience, perspectives, and other possible contributions to the CAB. The CAB votes on prospective members.~~

4. Ratification of CAB members

- a. As outlined in the Co-Applicant Agreement, ~~between the CAB and the Sacramento County Board of Supervisors,~~ Once approved by the CAB, Health Center staff provides the names of approved CAB members to the Clerk of the County Board of Supervisors ("BOS") or designee.
- b. The Clerk of the ~~BOS~~ Board, or designee, reviews materials and submits for ratification by the ~~BOS~~ Board of Supervisors.
- c. The Clerk of the ~~BOS~~ Board notifies the designated Health Center staff of BOS actions related to CAB members and sends a ratification letter to each new ratified CAB member.

B. Verification of Eligibility of Existing CAB members

1. By December 31st of each calendar year, Health Center staff will verify existing CAB member eligibility. Each CAB member will complete the Co-Applicant Board Member Secondary Attestation Form attesting to their eligibility (in October).

Section 4: Responsibilities and Rights of Members

A. All members must:

1. Attend all CAB meetings, unless excused by the Chair.
2. 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.

B. Members shall be entitled to receive agendas, minutes, and all other materials

related to the CAB, may vote at meetings of the CAB, and may hold office and may chair CAB committees.

Article V: Term of Office

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

Any elected member who has served four (4) consecutive, four (4) year terms shall not be eligible for re-election until one (1) year after the end of his or her fourth term. Election 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 the Bylaws, members shall serve their designated term until their successors are elected and qualified.

Article VI: Removal and Resignation

Any member may be removed whenever the best interests of the Health Center or the CAB will be served. The member whose removal is placed in issue shall be given prior notice of his/her/their proposed removal, and a reasonable opportunity to appear and be heard at a meeting of the CAB. 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 CAB. Additionally, the BOS may independently remove a CAB member by a BOS vote of four/fifths (4/5).

Continuous and frequent absences from the CAB 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 CAB meetings or from four (4) meetings within a period of six (6) months, the CAB shall automatically consider the removal of such person from the CAB in accordance with the procedures outlined in this Article.

The CAB will accept a written or emailed resignation of a CAB member, or a verbal resignation if given during a full CAB meeting. The CAB Chair or designee will send an email or letter to the CAB member confirming the resignation. Following seven (7) days of receipt of the letter by the CAB, the resignation is accepted.

Article VII: Conflict of Interest

A conflict of interest is a transaction with the Health Center in which a voting CAB member has a direct or indirect actual or perceived interest by the member in an action, which results or has the appearance of resulting in personal, organizational, or professional gain. Conflict of interest or the appearance of conflict of interest by voting CAB members, employees, consultants and those who furnish goods or services to the Health Center must be declared. CAB members are required to declare any potential conflicts of interest by completing a Conflict of Interest: Disclosure and Attestation Statement per County of Sacramento policy for members appointed to boards and commissions (see Appendix A) as well as annually complete the Co-Applicant Board Conflict of Interest: Disclosure and Attestation Statement (see Appendix B), in which they attest that they are not,

- An employee of the Sacramento County Health Center; nor
- An immediate family member (i.e., spouses, children, parents, or siblings [through blood, adoption, or marriage]) of an employee or CAB officer.

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 CAB shall engage in discussion about or vote on a topic where a conflict of interest exists for that member. In addition to the requirements imposed by these Bylaws, CAB members shall also be subject to all applicable state and federal conflict of interest laws.

Article VIII: Compensation

Members of the CAB shall serve without compensation from the Health Center. Travel and meal expenses by voting CAB members when traveling out of Sacramento County for CAB business shall be reimbursable if approved in advance by the CAB and the Project Director.

Article IX: Meetings

Section 1: Regular Meetings

The CAB shall meet monthly and maintain records/minutes that verify and document the actions and key deliberations of the CAB-Board is 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, subject to all meeting requirements of the Ralph M. Brown Act. ("Brown Act")

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

- Written notice of each regular meeting of the CAB, 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.
- The agenda of each regular meeting shall be posted at the Health Center and on the Health Center's website: <https://dhs.saccounty.net/PRI/Pages/Health%20Center/Co-Applicant%20Board/County-Health-Center-Co-Applicant-Board.aspx>.

Commented [MG1]: Is this actually followed? Is it required for Brown Act meetings? It was not in the original BOS-approved bylaws.

Commented [BC2R1]: Not at all. No idea where this came from. Does anyone else know or have a preference?

Commented [CB3R1]: Brown Act only

- 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 CAB vote is established by the Chair of the CAB, 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: Annual Meeting.

- A. To hold a special meeting, advance notice of such meeting shall be given.
- B. The CAB 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 CAB. 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 thirty (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, make recommendations, or approve items. A quorum shall be constituted by the presence of a majority of the appointed members of the CAB.
- B. A majority vote of those CAB members present and voting is required to take any action.
- C. Each member shall be entitled to one (1) vote. Voting must be in person or telephonically; no proxy votes will be accepted.
- D. CAB member attendance at all meetings shall be recorded. Members are responsible for signing the attendance sheet or ~~informing the requesting permission from the Chair~~ CAB's Point of Contact of their participation to participate by telephone, ~~or~~ teleconference software, or other means allowed under the Brown Act. 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, as long as these are in compliance with the Brown Act. 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 Health Center and shall attend, or assign a delegate in ~~his/her~~ their absence to all meetings of the CAB, but shall not be entitled to vote.

Article X: Officers

Section 1: Eligibility

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

Members of the CAB shall not be eligible for an officer position until they have served for at least six (6) months with the CAB as an active member. An active member is defined as a member who has attended all meetings, with the exception of up to two (2) excused absences, in the past six months.

Section 2: Nomination and Election

Initial selection of officers upon creation of the CAB transpired at the same CAB Board meeting following the adoption of these Bylaws.

Henceforth, 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 those members present and voting, as the first order of business at the November meeting of the CAB.

Section 3: Appointment of Chair and Vice-Chair

Only members who have been an active member of the CAB for at least six (6) months are eligible to be appointed and serve as officers.

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 office. Any elected officer who has served four (4) consecutive, one (1) year terms of office shall not be eligible for re-election until one (1) year after the end of his or her second term of office. This limitation of consecutive terms may be waived by a majority vote of the CAB (with the officer in question recusing him or herself from the vote) if no other CAB member is willing to serve in that office. A term of office for an officer shall start January 1, and shall terminate December 31, of the same year; however, an officer may serve after his or her term ends until a successor is elected.

Section 4: Vacancies

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

Section 5: 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 CAB.

A. Chair

The Chair shall preside over meetings of the CAB, 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 CAB.

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 CAB.

Article XI: Executive Committee

The CAB shall have an Executive Committee which shall consist of the Chair, Vice-Chair, and at least two (2) additional voting board members, and the ~~CEO~~Project Director shall attend meetings of the Executive Committee in a non-voting capacity. The Executive Committee shall engage in the activities set forth in the Co-Applicant Agreement and these Bylaws, and shall be empowered to take action between regular and special meetings of the CAB, and all such actions taken by the Executive Committee shall be submitted at the next regular meeting of the CAB for ratification. The Executive Committee may ask a person(s) to sit in their meetings as advisors without vote or official role. A quorum for the transaction of business shall consist of three members. Action taken by the Executive Committee shall be by majority vote.

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Article XII: Amendments and Dissolution

A. Amendments

The Bylaws may be repealed or amended, or new Bylaws may be adopted at any meeting of the CAB 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 CAB. County Board of Supervisors must approve any change that alters or conflicts with their action establishing CAB or that conflicts with the terms of the Co-Applicant Agreement.

B. Dissolution

Dissolution of the CAB shall only be by affirmative vote of the CAB and County Board of Supervisors at duly scheduled meetings.

Certification

These Bylaws were approved at a meeting of the board by a two-thirds (2/3) majority vote on December 15, 2017.

These Bylaws were amended at a meeting of the board by a two-third (2/3) majority vote on ~~November 17, 2024~~.

Signed copies available upon request,

~~2023??/2024~~ ~~November 17,~~
~~Jan Winbigler~~ ~~Suhmer Fryer~~, CAB Chair Date

Appendix A

**Sacramento County Health Center Co-Applicant Board Conflict of Interest:
Disclosure and Attestation Statement**

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: CAB members shall be faithful to the organization and can never use information obtained in his/her/their position as a CAB member for personal gain.

Responsibilities of CAB Members:

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

As a CAB member, my signature below acknowledges that I have received, read, had an opportunity to ask clarifying questions regarding these conflict of interest requirements and the CAB Conflict of Interest Policy and that I understand the contents of this policy as it relates to my membership and responsibilities as a CAB member in capacity of officer, expert volunteer, advocate, consumer, or County staff member. I understand that any violation of these requirements may be grounds for removal from CAB 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.

I declare that the above statement is true and accurate to the best of my knowledge and hereby attest to the fact that I am not,

____ A Sacramento County ~~Health Center~~ Department of Health Services employee; nor
INITIALS

____ An immediate family member (defined as a spouse, child, parent, or sibling [by
INITIALS blood, adoption, or marriage]) of

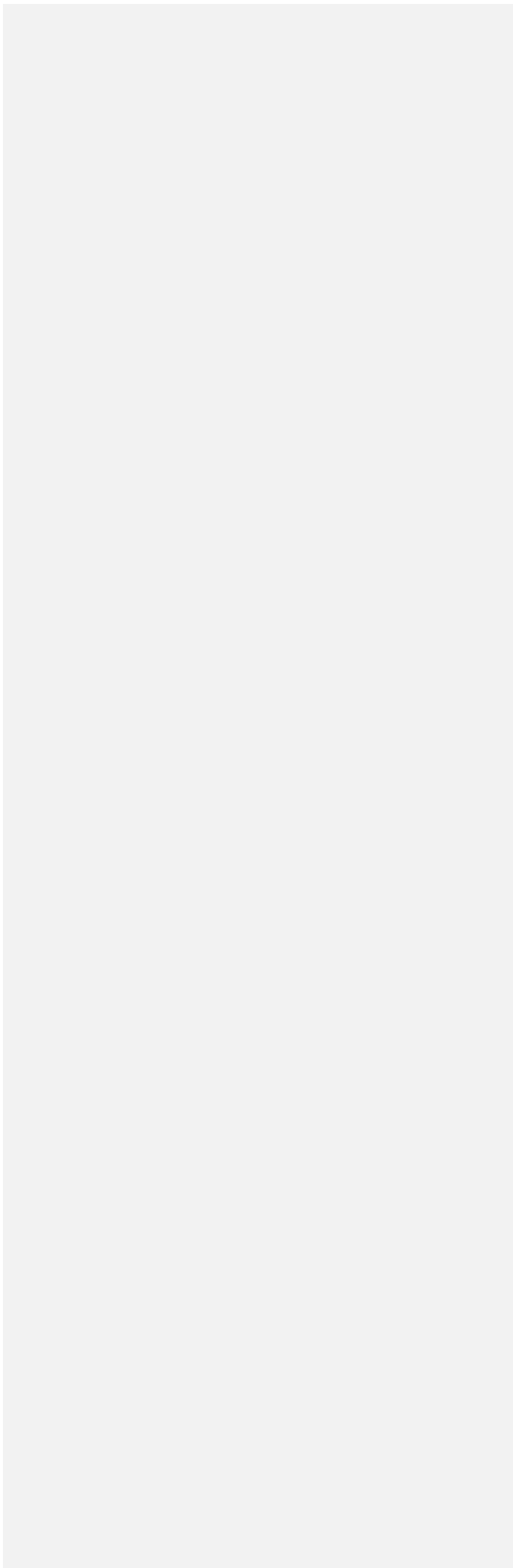
____ A Sacramento County Department of Health Services ~~Health Center~~
employee; nor
INITIALS

____ A Sacramento County Health Center Co-Applicant Board Officer.
INITIALS

PRINTED NAME

SEAT NUMBER

Appendix A
Sacramento County Health Center Co-Applicant Board Conflict of Interest:
Disclosure and Attestation Statement
SIGNATURE *DATE*



CO-APPLICANT AGREEMENT

Between the
Sacramento County Board of Supervisors
And the
Sacramento County Health Center 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 Center Co-Applicant Board, ("CAB"), ~~an unincorporated body created by the Sacramento County Board of Supervisors via its local Charter authority, (hereinafter collectively referred to as "the Parties") to codify the mutual understandings and agreements regarding the Parties' collaborative operation and governance of a public health center, as set forth herein, 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 Department of Health ~~and Human Services (DHHS)~~, provides primary care services to medically underserved communities and vulnerable populations in the County ~~through a network of COUNTY clinics ("the Clinics"); and~~

~~WHEREAS, the United States Department of Health and Human Services Health Resources and Services Administration (HRSA) has established a program for FQHCs; and~~

~~WHEREAS, under the FQHC program, and subject to its requirements, the COUNTY may draw federal funding to provide primary 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 FQHC program; and~~

~~WHEREAS, COUNTY is a public entity that receives federal grant funding pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. §254b ("Section 330"), a program administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("DHHS") to designate and support the operations of the Clinics as a public federally qualified health center ("FQHC"); and~~

WHEREAS, ~~the CAB has been established by the Sacramento County Board of Supervisors via its local Charter authority~~ for the purpose of meeting the FQHC program board composition and authority requirements set forth in Section 330, its implementing regulations, and HRSA guidance, and providing the required community-based governance for the Health Center, as defined below; ~~the COUNTY's participation in the FQHC program requires the COUNTY to comply with the applicable law and the formal policies of the United States Department of Health and Human Services HRSA; and~~

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

WHEREAS, ~~to promote the provision of comprehensive preventive and primary health services (including essential ancillary and enabling services) to medically underserved residents of Sacramento County, regardless of the individual's or family's ability to pay, the Parties have historically agreed, and continue to agree, that the COUNTY apply to HRSA for Section 330 grant funding as a public entity with the CAB functioning as the "Co-Applicant" governing board, consistent with the requirements of Section 330, the implementing regulations, and HRSA guidance; the oversight of the FQHCs shall be undertaken in the manner specified in law, pursuant to the regulations promulgated by HRSA, and recognizing the Co-Applicant status of the Co-Applicant Agreement Revision~~

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COUNTY, a unit of local government; and

~~WHEREAS, consistent with applicable Federal laws, regulations, and policies regarding the establishment of a FQHC, the Parties have agreed to enter into a co-applicant arrangement for the purpose of maintaining the COUNTY's Health Center 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 CAB shall share the authority to perform additional governance functions as specified in this Agreement; and~~

WHEREAS, consistent with applicable HRSA guidance regarding public health centers, the Parties will collectively operate and govern the public health center project (hereinafter, the "Health Center") the Parties wish to set forth in this Agreement regarding their respective, the authorities and responsibilities 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 CAB agree as follows:

A. Role of the CAB

1. Composition. As described in the CAB Bylaws, The CAB provides community-based governance and oversight of the COUNTY's Health Center and the composition of Board's governing Board shall comply with the governing board composition and selection requirements set forth in Section 330, its implementing regulations, and HRSA guidance, including Chapter 20 of the HRSA Health Center Program Compliance Manual (the "Compliance Manual") (collectively, the "Governance requirements"). The membership of the Board of Directors shall consist of a minimum of 9 (nine) up to a maximum of 25, (twenty-five) persons (the "Directors"), with the actual number or range set forth in the CAB Bylaws. The CAB shall ensure that the CAB Bylaws are consistent with the composition requirements and allocation of authorities set forth herein. The structure and composition of the CAB shall be as follows:
2. CAB Membership categories.
 - a. Board Members - Board Members — Consumers:
 - i. A majority of members of the board shall be individuals who are served by the Health Center. This means an individual who is a currently registered patient who has accessed Health Center services in the past 24 months and received at least one service that generated a visit where both the service and the site where the service was received are within Health Center's HRSA-approved scope of project (a "Consumer").
 - ii. As a group, the Consumers patient members of the board shall reasonably represent individuals who are served by the Health Center in terms of demographic factors such as race, ethnicity gender, socioeconomic status, and age.
 - iii. At least one representative on the board will be from each targeted population serviced by the Health Center including homelessness, as

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~~specifically defined under the section 330 grant.~~

~~iv.iii.~~ A legal guardian of a Consumer patient who is a dependent child or adult, or a legal sponsor of an immigrant, may also be considered a Consumer patient for purposes of board representation.

b. Board Members - Community Members:

~~i.~~ The remaining non-Consumer Board Members shall be representative of the general community in which the Health Center operates and shall be selected for their Members of the board have a broad range of skills, expertise and perspectives in representing the community served by the Health Center.

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~~ii.~~ Members shall be individuals from differing segments of the County with expertise in community affairs, finance, legal affairs, business or other commercial concerns. No more than one-half of the Community Board Members may be individuals who derive more than ten percent (10%) of their annual income from the health care industry.

~~i.~~

~~iii.ii.~~ e. The Board shall include a Consumer or Community representative for any special population served by the Health Center for which the Health Center receives Section 330 special population funding (e.g., the homeless), which may include Members may be an advocate who has personally experienced being a member of or represent, or have expertise in or works closely with the special population such as individuals experiencing homelessness.

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~~d.~~ The Health Center Project Director, or designee, shall serve as an ex-officio non-voting member of the CAB.

~~e.~~ No voting Board Member shall be an employee of the Health Center Department of Health Services, or spouse or child, parent, brother or sister by blood, marriage, or adoption of such employee.

~~e.~~ f. In no event shall Board Members appointed by any third party (i.e., outside the CAB or COUNTY) constitute a majority of the CAB Board or a majority of the Community Board Members, nor shall any third party have the authority to appoint the CAB Board Chair.

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~~3.~~ Establishment of CAB Nomination and Appointment.

~~a.3.~~ The initial voting members of the CAB were nominated and appointed by the Board of Supervisors.

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~~b.a.~~ Nominations for voting membership on the CAB may be submitted by anyone so long as the nominee meets the Consumer or Community membership requirements of these Bylaws. The CAB, in accordance with its Bylaws, shall approve or reject a nominee(s). Once approved by the CAB, staff will provide the nominations to the Clerk of the Board or designee.

~~b.~~ The Clerk of the Board, or designee, shall then provide nominee background reviews materials and submit such nominee for ratification by the Board of Supervisors, which shall not be unreasonably withheld.

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~~e.~~

B. Governance Authorities and Responsibilities

1. The CAB and COUNTY shall have exercise authority and responsibility for the Health Center ~~activities~~ as set forth below. The COUNTY shall retain all authorities and responsibilities for the Health Center that are not specifically addressed in this Section B (or elsewhere in this Agreement), including the adoption and approval of all financial and personnel policies applicable to the Health Center as part of COUNTY's operations.
 - a. Collaborative Exercise of Authority. The Parties agree to mutually cooperate and make all reasonable efforts to ensure the efficient governance and operation of the Health Center and, in particular, in sharing governance responsibilities herein, including in the development and updating of policies or budgets which are subject to the joint approval of each Party.~~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 requirements. Both the COUNTY and the co-applicant CAB collectively constitute the "Health Center." The CAB 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 CAB and the COUNTY to work collaboratively in the exercise of governance responsibilities.~~
 - b. Adoption of Health Care Policies. Subject to the COUNTY's fiscal and personnel policies, including collective bargaining requirements, the CAB shall review and approve~~adopt~~ the Health Center's health care 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; and (v) the process for hearing and resolving patient complaints.
 - c. Project Director. Subject to the process required by COUNTY's personnel policies, the CAB shall have final authority to select, remove, and evaluate the Health Center's Project Director, as more particularly described in this Agreement.
 - d. Approval of the Annual Budgets. Subject to the process required by COUNTY's fiscal policies, the CAB and COUNTY shall both ~~shall have~~ authority to approve the Health Center's annual operating and capital budget, consistent with this Agreement, including any mid-year material changes to such budgets. In addition, the CAB shall monitor the financial status of the Health Center
 - e. Financial Management Protocol~~Billing and Collections.~~ Subject to and consistent with this Agreement, Consistent with Chapters 9 and 16 of the Compliance Manual, the CAB and COUNTY shall both approve Health Center policies for ~~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 activities, including for the sliding fee discount program (i.e. ; including a policy for eligibility for services and a criteria for a schedule of discounts off charges for services.) policies, and accounting procedures).~~

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- f. Evaluation of the Health Center's Activities and Achievements. On at least an annual basis, the CAB, in conjunction with the COUNTY's DHHS, shall conduct an evaluation of the Health Center's activities and achievements (including service utilization patterns, productivity, patient satisfaction, achievement of program objectives) and recommend, as necessary, revision of the Health Center's goals, objectives and strategic plan.
- g. Approval of Applications. The CAB and COUNTY shall both approve applications for annual FQHC recertification, annual Section 330 grants (as applicable), and other grant applications for the Health Center, and changes to the Health Center's scope of project, 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.
- h. Compliance. The CAB, 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 CAB with periodic reports regarding the Health Center's legal and regulatory compliance program. On at least a biannual basis, the CAB shall evaluate the Health Center's compliance activities and, recommend, as necessary, the revision, restructuring, or updating of the Health Center's compliance program by the COUNTY's DHHS.
- i. Quality Management. The CAB shall evaluate and approve the quality management policies and programs developed and recommended by the staff of the Health Center and approved by the COUNTY's DHHS in accordance with Chapter 10 of the Compliance Manual, in accordance with Section 2.2U. The CAB 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 CAB 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 CAB on matters concerning the quality of the medical services provided by the Health Center.
- j. Evaluation of the CAB. On at least an annual/quarterly basis, the CAB shall evaluate its compliance with the Governance Requirements and report its findings and any recommendations for corrective action to the COUNTY's DHHS. The CAB 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.
- k. Personnel Policies. Subject to and consistent with this Agreement, the CAB 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. Strategic Planning. At least every three (3) years, Health Center staff (including the Project Director) and the CAB shall conduct a strategic planning process and develop a strategic plan for the Health Center based on (i) an assessment of the health care needs of the community served by the Health Center, (ii) the scope and capacity of other health care providers in the community, (iii) the resources available

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to the Health Center, and (iv) any policy changes that may be required to comply with such strategic plan.

2. Duties and Evaluation of the Project Director of the Health Center.

- a. Duties. The Project Director (who will be a COUNTY employee) shall serve as the Executive 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 Health Center's priorities and policies established by the CAB and COUNTY herein. The Project Director shall report directly to the CAB 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 CAB 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 CAB's review shall be coordinated and conducted by the CAB's Executive Committee. A ~~The~~ report of the annual review shall be submitted to the full CAB and to the COUNTY's Deputy Director of DHHS Primary Health Services Division. The CAB and COUNTY shall collaborate to develop evaluation criteria for the Project Director that is consistent with COUNTY personnel, collective bargaining, and other employment related policies policies or and requirements.

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

- a. Search Committee.
 - i. In the event of a vacancy in the Project Director, a ~~The~~ Search Committee shall be formed and include representatives of the CAB and the COUNTY. Either CAB or COUNTY representatives may propose candidates for the Project Director position.
 - ii. The Search Committee shall develop or update a position description, evaluate the qualifications and references of potential candidates 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 not more than three one (3+) or more candidates from those individuals previously evaluated and interviewed for presentation to the CAB.
- b. Selection and Approval. Subject to the COUNTY's personnel and hiring policies, the CAB shall have authority to interview and select ~~and approve~~ the Project Director from the slate of candidates presented by the Search Committee. The CABM will report its choice for Project Director to the appropriate contact at COUNTY DHS who will then undertake to hire the selected individual as a COUNTY employee.
- c. Removal.

- i. In accordance with the COUNTY's personnel policies, the CAB Executive Committee and appropriate COUNTY staff identified in the CAB Bylaws shall develop objective criteria for removal of the Project Director, which will be presented to the full CAB for approval. Any recommendation to dismiss, whether emanating from the CAB or COUNTY, will require a documented determination by the CAB Executive Committee that dismissal is warranted, based on the approved dismissal criteria.
- ii. ~~Subject to the COUNTY's personnel policies, collective bargaining agreements and related requirements,~~ the CAB shall have authority to require the removal of the Project Director from his or her Project Director position based on the criteria developed by the Executive Committee. The Executive Committee shall submit its dismissal determination to the full CAB for final approval. If the Board agrees, it will notify the appropriate contact at the COUNTY of such dismissal determination, and COUNTY will take such actions as appropriate to effectuate such dismissal of the Project Director from such position. COUNTY will make any final decision as to whether to terminate its employment relationship with the dismissed Project Director or reassign such individual to another position within the COUNTY, consistent with personnel policies, collective bargaining agreements, and related requirements.

C. Role of the COUNTY Operational Responsibilities

- 1. ~~The COUNTY as a public agency. In accordance with federal requirements, the COUNTY and the CAB, recognize that the COUNTY as a public agency is constrained by law in the delegation of certain government functions to other entities, and is permitted to retain authority over general policies. Therefore, the COUNTY as a public agency center with an approved co-applicant board arrangement does not need further justification 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.~~

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~~iv. Employee grievance procedures.~~

~~v. Equal opportunity practices.~~

~~2.~~ Notwithstanding the terms of this Agreement or the Bylaws of the CAB, and subject to the authorities shared with the CAB, neither Party shall take any action inconsistent with the COUNTY's authority to manage specifically:

~~1. Fiscal Responsibilities/Controls.~~

~~a.~~

~~a.~~ The COUNTY through its DHS shall develop and shall provide preliminary recommendation for the annual operating and capital budgets of the Health Center. The DHS shall recommend such budgets to the CAB for review and final approval. In the event that the CAB does not approve the recommended budget, the COUNTY through its DHS and the CAB shall meet and confer to develop an appropriate Health Center budget that is satisfactory. If the COUNTY DHS and the CAB 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 F, 7 below. Subject to the requirements for adoption and approval of a public agency budget, the CAB shall have final authority to approve the annual operating and capital budgets of the Health Center.

~~b.~~ The County will spend funds that are consistent with the CAB approved budget. The Parties shall not materially deviate from the adopted budget except that the COUNTY through its DHS, 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 DHS shall immediately notify the CAB of any budgetary change that would materially modify the scope of the Health Center and seek the necessary approvals of such changes.

~~c.~~ The COUNTY through its DHS shall be solely responsible for the day-to-day management of the financial affairs of the Health Center, including capital and operating borrowing and purchasing.

~~d.~~ The COUNTY through its DHS shall have sole authority to develop and implement financial policies and controls related to the Health Center, in consultation with the CAB, as set forth in this Agreement.

~~e.~~ 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 CAB.

~~f.~~ The COUNTY through its DHS 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

~~2.~~ 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.

~~3. Employer-Employee Relations.~~

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~~The County will spend funds that are consistent with the CAB approved budget. The Parties shall not materially deviate from the adopted budget except that the COUNTY through its DHS, 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 DHS shall immediately notify the CAB of any budgetary change that would materially modify the scope of the Health Center and seek the necessary approvals of such changes.~~

~~The COUNTY through its DHS shall be solely responsible for the day to day management of the financial affairs of the Health Center, including capital and operating borrowing and purchasing.~~

~~The COUNTY through its DHS shall have sole authority to develop and implement financial policies and controls related to the Health Center, in consultation with the CAB, as set forth in this Agreement.~~

~~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 CAB.~~

~~The COUNTY through its DHS 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. 2. 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.~~

~~e. 3. Employer Employee Relations:~~

~~a. Subject to the process set forth in this Agreement regarding the selection, evaluation, approval and removal of the Health Center's Project Director, the COUNTY and its DHS shall have sole authority over employment matters and development and approval of personnel policies and procedures, including but not limited to, the selection, performance review/evaluations, discipline and dismissal, position descriptions and classification, employee compensation, wages, 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. Subject to the process set forth in limitation of Section 4.4 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 CAB shall ratify and adopt the personnel policies and procedures developed and~~

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approved by the COUNTY.

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b. The Project Director of the Health Center shall be an employee of the COUNTY DHHS. Removal of the Project Director by the CAB pursuant to this Agreement shall not constitute a termination of employment by the COUNTY nor impede the continuation of the Project Director's employment relationship with the COUNTY.

4. Other Operational Responsibilities, Subject to the governance responsibilities exercised by the CAB 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:

a. Applying for and maintaining all licenses, permits, certifications, accreditations and approvals necessary for the operation of the Health Center.

b. Credentialing and privileging of providers. ~~Other Operational Responsibilities, Subject to the governance responsibilities exercised by the CAB 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:~~

c. Receiving, managing, and disbursing, as applicable, revenues of the Health Center consistent with the approved budget for the Health Center. DHS shall not be required to disburse funds for any expenditure not authorized by the approved budget.

d. 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 healthcare services to the Health Center's patients.

e. 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.

f. 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.

g. Providing for the annual audit of the Health Center, which shall be undertaken in consultation with the CAB 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. CAB shall be provided with a copy of the annual health center audit.

h. Preparing monthly financial and other operational reports of the Health Center, which shall be submitted to the CAB, and managing financial matters related to the operation of the Health Center.

i. Developing and managing internal control systems, in consultation with the CAB as set forth in this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:

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- i. eligibility determinations;
- ii. development preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Health Center;
- iii. separate maintenance of the Health Center's business and financial records from other records related to the finances of the DHS so as to ensure that funds of the Health Center may be properly allocated;
- iv. accounting procedures and financial controls in accordance with generally accepted accounting principles;
- v. 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
- vi. compliance with the terms and conditions of the FQHC Grantee designation, as applicable.

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- j. Unless otherwise stated in this Agreement, establishment of the Health Center's operational, management, and patient care policies.
- k. Establishing ongoing quality improvement programs.
- l. Ensuring the effective and efficient operation of the Health Center.

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~~i. Other Operational Responsibilities. Subject to the governance responsibilities exercised by the CAB 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:~~

~~Applying for and maintaining all licenses, permits, certifications, accreditations and approvals necessary for the operation of the Health Center.~~

- ~~i. Credentialing and privileging of providers.~~
- ~~ii. 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.~~

~~iii. 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 healthcare services to the Health Center's patients.~~

~~iv. 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.~~

~~v. Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under~~

~~eligibility determinations;~~

~~Medicare, Medicaid, and other third-party payment contracts and programs-~~

~~vi. Providing for the annual audit of the Health Center, which shall be undertaken in consultation with the CAB 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. CAB shall be provided a copy of accept the annual health center audit.~~

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~~vii. Preparing monthly financial and other operational reports of the Health Center, which shall be submitted to the CAB, and managing financial matters related to the operation of the Health Center.~~

~~viii. Developing and managing internal control systems, in consultation with the CAB as set forth in this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:~~

~~a) eligibility determinations;~~

~~b) development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Health Center;~~

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~~e) 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;~~

~~d) accounting procedures and financial controls in accordance with generally accepted accounting principles;~~

~~e) 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~~

~~f) compliance with the terms and conditions of the FQHC Grantee designation, as applicable.~~

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~~ix. Unless otherwise stated in this Agreement, establishment of the Health Center's operational, management, and patient care policies.~~

~~x. Establishing ongoing quality improvement programs.~~

~~xi. 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.~~

~~3-2. Expenses of Parties. The expenses of the COUNTY and the CAB 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 through Health Center grant funding and/or generated Program Income in accordance with applicable program requirements and the fiscal policies of the COUNTY.~~

~~4-3. Record Keeping and Reporting.~~

- a. Record keeping. 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. [Such records will generally be not accessible to the CAB except in exigent circumstances where it is necessary to perform one of the CAB's duties hereunder.](#)

- 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. [Part 75§ 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 CAB 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 commence upon execution and is continuous and shall remain in effect during the project period of any Section 330 grant award that the DHHS receives with CAB as its Co-Applicant, unless the termination of CAB at an earlier date in accordance with the terms of Section F of this Agreement.

F. Termination

1. Reporting. Termination of this agreement will be reported to HRSA within ten (10) days. The grant award may be affected by such termination.
2. Immediate Termination. This Agreement shall terminate immediately upon the non-renewal or termination of the Section 330 grant.

3. For Cause Termination. Either party may terminate this Agreement "for cause" in the event that the other Party fails to meet its material obligations under this Agreement. Such "for cause" termination shall require ninety (90) days prior written notice of intent to terminate during which period the Party that has allegedly failed to meet its material obligations may cure such failure or demonstrate that no such failure has occurred. Any dispute between the Parties regarding whether a breach of a material obligation has occurred, or that such a breach has been satisfactorily cured, will be resolved in accordance with this Agreement.
4. Without Cause. County may terminate this agreement without cause with sixty (60) days' notice.
5. Termination by Mutual Agreement. This Agreement may be terminated upon the mutual approval of the Parties in writing.
6. 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 one hundred twenty (120) days written notice; however, such termination shall not become effective unless and until HRSA issues its written approval of such termination.
7. 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 CAB. 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.
8. 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 CAB:

Chairperson
Sacramento County Health Center Co-Applicant 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, and 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

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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 CAB Bylaws~~

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

~~O.N. 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.O. Execution~~

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

~~Signed copies available upon request February 2018
Paula Lomazzi Suher Fryer – Chair, CAB Date~~

~~Signed copies available upon request February 2018
Marcia Jo, JD/MPA Andrew Mendonsa,
Project Coordinator Date~~

~~Signed copies available upon request February 2018
Sherri Z. Heller, Ed.D Timothy Lutz, Director
of Health Services Date~~

Period **12**
 Current Month **June**
 Percentage of Year **100%**

AP10 Financial Status Summary

Line Item	Budget	Current Month	Year to date	Encumbrance	Total (YTD+Encumbrance)	YTD Percentage (Total/Budget)	Year End Estimate	% for YEE	Notes
Revenue									
Inter/Intrafund Reimbursements ** REIMBURSEMENT ACCOUNTS	\$ 12,284,581	\$ (45,192)	\$ 8,263,497	\$ -	\$ 8,263,497	67%	\$ 8,263,497	67%	Realignment and reimbursements fo services to other DHS programs
Intergovernmental Revenue * 95 - INTERGOVERNMENTAL REVENUE	\$ 22,212,340	\$ 2,351,985	\$ 24,774,521	\$ -	\$ 24,774,521	112%	\$ 24,774,521	112%	Medi-Cal/Medicare revenue, HRSA, Refugee & ARPA grants. This is only in the positive due to the unbudgeted Recon Payments. For 24-25, we budgeted reconciliation payments as part of expected revenue.
Charges for Services * 96 - CHARGES FOR SERVICES	\$ 18,000	\$ 1,057	\$ 11,068	\$ -	\$ 11,068	61%	\$ 11,068	61%	CMISP old pre-2014 service charges and Medical Record Fees
Miscellaneous Revenue * 97 - MISCELLANEOUS REVENUE	\$ -	\$ (45,192)	\$ 63	\$ -	\$ 63		\$ 63		Prior Year Patient Revenue
Total Revenue	\$ 34,514,921	\$ 2,262,658	\$ 33,049,149	\$ -	\$ 33,049,149	96%	\$ 33,049,149	96%	

Expenses									
Personnel * 10 - SALARIES AND EMPLOYEE BENE	\$ 15,782,496	\$ 1,676,796	\$ 13,652,047	\$ -	\$ 13,652,047	87%	\$ 13,652,047	87%	Lower due to vacancies (currently 18.0 FTE)
Services & Supplies * 20 - SERVICES AND SUPPLIES	\$ 18,843,205	\$ 7,239,407	\$ 16,316,584	\$ -	\$ 16,316,584	87%	\$ 16,316,584	87%	Contract costs exceeded budget -
Other Charges * 30 - OTHER CHARGES	\$ 1,060,633	\$ 317,246	\$ 1,248,381	\$ -	\$ 1,248,381	118%	\$ 1,248,381	118%	OCHIN contract overage
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -				No Equipment Charges in FY 23-24
Intrafund Charges (Allocation costs) * 60 - INTRAFUND CHARGES	\$ 3,735,297	\$ 783,761	\$ 3,294,690	\$ -	\$ 3,294,690	88%	\$ 3,294,690	88%	Allocated costs for services provided to Clinics by other DHS programs - lower division and dept overhead costs than budgeted due to lower actuals incurred in those divisions
Pharmaceuticals * 80 - Purchase for Reissue		\$ 795	\$ 795	\$ -	\$ 795		\$ 795		one time; should not have posted directly to Clinics
Total Expenses	\$ 39,421,631	\$ 10,017,211	\$ 34,511,702	\$ -	\$ 34,512,497	88%	\$ 34,512,497	88%	

GRAND TOTAL (Net County Cost) **\$ 4,906,710** **\$ 7,754,553** **\$ 1,462,554** **\$ -** **\$ 1,463,349** **30%** **\$ 1,463,349** **30%** **drew down \$3.4M less in general fund than budgeted**

HRSA	Grant Year Start	Grand Year End	Total Grant Award	Total Claims through May 2024	Total Claims, June 2024	Remaining Available to	
						Claim	Notes
HRSA Homeless (Main)	3/1/2023	2/29/2024	\$ 1,386,602	\$ 1,386,602	\$ -	\$ -	Spending on track
HRSA ARP CAP	9/15/2021	9/14/2024	\$ 619,603	\$ 63,688	\$ 34,442	\$ 521,473	Spending slow to start, have received approvals to draw down
HRSA HIV	9/1/2023	8/31/2024	\$ 437,631	\$ 138,238	\$ -	\$ 299,393	\$112k have been carried over from previous funding period
HRSA Bridge Funding	9/1/2023	12/31/2024	\$ 41,886	\$ 41,886	\$ -	\$ -	Funds allocated to vaccines
Refugee						\$ -	
RHAP FY 22-23	10/1/2022	9/30/2023	\$ 1,789,062	\$ 1,789,062		\$ -	Revised claim was submitted for Q4. Grant funds spent
RHAP FY 23-24	10/1/2023	9/30/2024	\$ 1,993,648	\$ 1,258,401	\$ 458,869	\$ 276,378	\$152.91 for a comprehensive (fully completed) health assessment & \$1,993,648.02 for administrative costs
RHPP FY 22-23	10/1/2022	9/30/2023	\$ 82,014	\$ 54,471		\$ 27,543	
RHPP FY 23-24	10/1/2023	9/30/2024	\$ 139,994	\$ 49,575	\$ 17,160	\$ 73,259	BOS approval was just obtained
RHPP Multi-Year 22-23	10/1/2022	9/30/2023	\$ 153,000	\$ 24,626		\$ 128,374	Spending was slow due to vacancies -2 HSA vacant, 1 MA vacant
RHPP UHP 23-24	10/1/2023	9/30/2024	\$ 99,934	\$ -	\$ 626	\$ 99,308	BOS approval was just obtained
RHPP AHP 22-23	10/1/2022	9/30/2023	\$ 200,000	\$ 20,275		\$ 179,725	Spending slow due to vacancies - 1 OA vacant
RHPP AHP 23-24	10/1/2023	9/30/2024	\$ 199,602	\$ 18,981	\$ 5,587	\$ 175,034	BOS approval was just obtained
Miscellaneous						\$ -	
County ARPA - 1 (H4)	1/1/2022	12/31/2024	\$ 3,069,385	\$ 1,412,559	\$ 225,517	\$ 1,431,309	Spending on track, increased April 2023 when HRSA ARPA expired
County ARPA - 2 (H18)	1/1/2022	12/31/2024	\$ 135,000	\$ 8,455	\$ 71,231	\$ 55,314	Telehealth Equipment Award. \$58K tablet purchase pending
County ARPA - 2 (H19)	7/1/2022	12/31/2024	\$ 361,710	\$ 118,831	\$ 34,730	\$ 208,149	New award, spending slow to start. Have added staff to expend the grant funds

Fiscal Year 2023-24
Clinics Budget to Actuals, July-June

DIVISION	FUND CENTER	CATEGORY	OBJECT	ACCOUNT	GL ACCT NAME	ADJ'D FINAL BUDGET	YEAR-END ACTUALS	OVER/UNDER BUDGET: See highlighted cells in column T. Explain projections that vary +/- \$5,000 to the Adjusted Budget. ENCUMBRANCES: Include in projection or explain. Use column S to review. UNBUDGETED EXPENDITURES: Note what was purchased and list the offsetting GL account.	VARIANCE Budget - Projection	% DIFF to Budget
PRI	7201800	Expenditure	10	10111000	S & W - Regular Employees	9,569,641	7,729,601	vacancies throughout fiscal year caused variance	1,840,040	81%
PRI	7201800	Expenditure	10	10112100	S & W - Extra Help	210,130	456,551	extra help offsets vacancies; mainly funded by either Refugee (GL 95958900) or County ARPA (GL 95959503) grants	(246,421)	217%
PRI	7201800	Expenditure	10	10112200	S & W - Extra Help in Lieu	-	-		-	0%
PRI	7201800	Expenditure	10	10113100	S & W - Straight Time - OT	-	419		(419)	0%
PRI	7201800	Expenditure	10	10113200	S & W - Time/One Half - OT	11,350	199,233	Increased by Saturday Clinics. Mainly funded by HEDIS/Incentive funding (GL 95958900)	(187,883)	1755%
PRI	7201800	Expenditure	10	10114100	S & W - Premium Pay	293,628	210,258	vacancies throughout fiscal year caused variance	83,370	72%
PRI	7201800	Expenditure	10	10114200	S & W - Standby Pay	-	2,587	year end costs not transferred to Pharmacy - occurs each year with split payroll process	(2,587)	0%
PRI	7201800	Expenditure	10	10114300	Allowances	10,000	12,493	staff benefits	(2,493)	125%
PRI	7201800	Expenditure	10	10115200	Terminal Pay	-	32,572	terminal pay from staff turnover	(32,572)	0%
PRI	7201800	Expenditure	10	10115300	Leave Cash Out	-	6,394	vacation buy back program	(6,394)	0%
PRI	7201800	Expenditure	10	10121000	Retirement - Employer Cost	2,186,093	1,787,203	vacancies throughout fiscal year caused variance	398,890	82%
PRI	7201800	Expenditure	10	10121100	1995/2003 POB Debt	555,053	573,475	Allocated Cost	(18,422)	103%
PRI	7201800	Expenditure	10	10121200	2004 POB Debt Svc	284,756	278,974	Allocated Cost	5,782	98%
PRI	7201800	Expenditure	10	10121300	Retirement Health Savings Plan-Emplo	81,900	63,600	vacancies throughout fiscal year caused variance	18,300	78%
PRI	7201800	Expenditure	10	10121400	401A Plan - Employer Cost	58,301	47,716	vacancies throughout fiscal year caused variance	10,586	82%
PRI	7201800	Expenditure	10	10122000	OASDHI - Employer Cost	720,674	582,235	vacancies throughout fiscal year caused variance	138,439	81%
PRI	7201800	Expenditure	10	10123000	Group Ins - Employer Cost	1,941,044	1,326,614	vacancies throughout fiscal year caused variance	614,430	68%
PRI	7201800	Expenditure	10	10123001	Cnty EE Plan Select	-	1,800	budgeted in 10123000	(1,800)	0%
PRI	7201800	Expenditure	10	10123002	Dental Plan Er Cost	-	140,186	budgeted in 10123000	(140,186)	0%
PRI	7201800	Expenditure	10	10123003	Life Ins - Employer Cost	-	1,173	budgeted in 10123000	(1,173)	0%
PRI	7201800	Expenditure	10	10123004	Vision Ins - Employer Cost	-	1,377	budgeted in 10123000	(1,377)	0%
PRI	7201800	Expenditure	10	10123005	EAP	-	3,506	budgeted in 10123000	(3,506)	0%
PRI	7201800	Expenditure	10	10124000	Work Comp Ins - Employer Cost	187,847	194,081	Allocated Cost	(6,234)	103%
PRI	7201800	Expenditure	10	10125000	SUI Ins - Employer Cost	21,786	-	Allocated Cost	21,786	0%
PRI	7201800	Expenditure	10	10199900	Salary Savings Account	(349,707)	-		(349,707)	0%
SALARIES AND EMPLOYEE Object 10 Total						15,782,496	13,652,047		2,130,449	87%
PRI	7201800	Expenditure	20	20200500	Advertising/Legal Notices	1,500	15,399	Funded by HIV grant (GL 95958900). Overage covered by 20259100 savings	(13,899)	1027%
PRI	7201800	Expenditure	20	20202200	Books/Periodical Supply	2,500	1,852		649	74%
PRI	7201800	Expenditure	20	20202300	Audio-Video	-	1,141	overage covered by 20259100 savings	(1,141)	0%
PRI	7201800	Expenditure	20	20202900	Bus/Conference Expense	1,200	1,797	overage covered by 20259100 savings	(597)	150%
PRI	7201800	Expenditure	20	20203100	Business Travel	3,000	8,879	overage covered by 20259100 savings. Covered pharmacy staff to attend 340B conference.	(5,879)	296%
PRI	7201800	Expenditure	20	20203500	Education & Training Service	6,000	866		5,134	14%
PRI	7201800	Expenditure	20	20203600	Education & Training Supplies	1,000	6,092	overage covered by 20259100 savings. Purchased medical supplies with HEDIS funds.	(5,092)	609%
PRI	7201800	Expenditure	20	20203700	Tuition Reimbursement For Employees	3,000	4,004	overage covered by 20259100 savings	(1,004)	133%
PRI	7201800	Expenditure	20	20203800	Employee Recognition	1,500	9,994	Includes subaccount expenses. These are the coffee/tea/water services purchased for employees in 20203804. Apparel purchased for employees HEDIS performance revenue in GL 9595010 will absorb overage.	(8,494)	666%
PRI	7201800	Expenditure	20	20203801	Recognition Items Employee	-	-	Appropriations covered by 20259100 savings Budgeted in 20203800.	-	0%

Fiscal Year 2023-24
Clinics Budget to Actuals, July-June

DIVISION	FUND CENTER	CATEGORY	OBJECT	ACCOUNT	GL ACCT NAME	ADJ'D FINAL BUDGET	YEAR-END ACTUALS	OVER/UNDER BUDGET: See highlighted cells in column T. Explain projections that vary +/- \$5,000 to the Adjusted Budget. ENCUMBRANCES: Include in projection or explain. Use column S to review. UNBUDGETED EXPENDITURES: Note what was purchased and list the offsetting GL account.	VARIANCE Budget - Projection	% DIFF to Budget
PRI	7201800	Expenditure	20	20203804	Workplace Amenity	-	3,020	Budgeted in 20203800. HEDIS performance revenue in GL 9595010 will absorb overage. Appropriations from 20259100	(3,020)	0%
PRI	7201800	Expenditure	20	20203900	Employee Transportation	2,500	1,608		892	64%
PRI	7201800	Expenditure	20	20204100	Expend Office Equip	-	-		-	0%
PRI	7201800	Expenditure	20	20204500	Freight/Express/Carriage	20,000	21,203	Includes subaccount expenses. Health Center has used moving services more this FY. Appropriations from 20203500	(1,203)	106%
PRI	7201800	Expenditure	20	20204501	Relocation - Movers	-	-		-	0%
PRI	7201800	Expenditure	20	20206100	Membership Dues	1,500	4,032	overage covered by 20259100 savings. UpToDate subscription, SPIRIT membership	(2,532)	269%
PRI	7201800	Expenditure	20	20207600	Office Supplies	28,000	71,829	Regular office supplies. Overage partially funded by HIV grant (GL 95958900) and Refugee Grant (GL 95958900). Appropriations from 20259100 savings	(43,829)	257%
PRI	7201800	Expenditure	20	20208100	Postal Services	1,000	624		376	62%
PRI	7201800	Expenditure	20	20208500	Printing Services	1,000	59		941	6%
PRI	7201800	Expenditure	20	20211100	Building Maint. Services	-	-		-	0%
PRI	7201800	Expenditure	20	20218500	Permit Charges	2,100	-		2,100	0%
PRI	7201800	Expenditure	20	20219300	Refuse Collection/Disposal Services	1,500	3,499	overage covered by 20259100 savings	(1,999)	233%
PRI	7201800	Expenditure	20	20221100	Const Eq Maint S	-	5,210	Purchase of the Mobile Medical Van has increased these costs. Additional revenue in GL 95953010 will fund overage. overage covered by 20259100 savings	(5,210)	0%
PRI	7201800	Expenditure	20	20222700	Cell Phone/Pager	16,970	20,174	DTech Non-ACP	(3,204)	119%
PRI	7201800	Expenditure	20	20223600	Fuel/Lubricants	-	2,791	Fuel for mobile medical van. GL 20225200 will absorb overage.	(2,791)	0%
PRI	7201800	Expenditure	20	20225100	Medical Equip Maint Service	10,000	22,739	Purchase of the Mobile Medical Van has increased these costs. Additional revenue in GL 95953010 will absorb overage. overage covered by 20259100 savings	(12,739)	227%
PRI	7201800	Expenditure	20	20225200	Medical Equip Maint Supplies	23,157	17,740		5,417	77%
PRI	7201800	Expenditure	20	20226100	Office Equip Maint Service	215	418	DTech Non-ACP	(203)	194%
PRI	7201800	Expenditure	20	20226200	Office Equip Maint Supplies	-	157	overage covered by 20259100 savings	(157)	0%
PRI	7201800	Expenditure	20	20226201	Ergonomic Furniture	-	-		-	0%
PRI	7201800	Expenditure	20	20226400	Modular Furniture	-	21,625	modular furniture, funded with HRSA ARP-CAP grant 95959100. appropriations from 20259100	(21,625)	0%
PRI	7201800	Expenditure	20	20227100	Radio/Electrical Maint.	-	-		-	0%
PRI	7201800	Expenditure	20	20227500	Rent/Leases Equipment	30,000	36,021	copiers. overage covered by 20259100 savings	(6,021)	120%
PRI	7201800	Expenditure	20	20227504	Miscellaneous	-	-		-	0%
PRI	7201800	Expenditure	20	20232100	Custodial Services	-	15,733	Curtain cleaning. Additional revenue in 95953010 will fund overage. Appropriations from 20259100 and 20292900	(15,733)	0%
PRI	7201800	Expenditure	20	20232200	Custodial Supplies	-	42		(42)	0%
PRI	7201800	Expenditure	20	20233100	Food/Catering Services	-	264	Lunch provided for Co-Applicant Board Members. Budgeted in 20233200. overage funded with 95956900 and 20259100 appropriations	(264)	0%
PRI	7201800	Expenditure	20	20233200	Food/Catering Supplies	200	-		200	0%
PRI	7201800	Expenditure	20	20234200	Kitchen Supplies	-	1,653	Additional revenue in 95953010 will fund overage. More revenue is projected to be received than budgeted. Appropriations from 20259100 and 20292900	(1,653)	0%
PRI	7201800	Expenditure	20	20235100	Laundry/Dry Cleaning Service	3,000	4,843	Appropriations from 20259100 and 20292900	(1,843)	161%
PRI	7201800	Expenditure	20	20241200	Dental Supplies	10,000	4,993		5,007	50%
PRI	7201800	Expenditure	20	20243700	Laboratory (Medical) Service	1,000	671,602	Refugee Quest labs, increase due to increase in refugees from Afghanistan and Ukraine. Additional revenue in 95953010 will fund overage. May costs \$50K, June costs \$35K. Costs vary depending on refugee medical status, but decreasing from avg of \$150K/month earlier in Fiscal year.	(670,602)	67160%
PRI	7201800	Expenditure	20	20244300	Medical Services	1,000	4,046	Increased hiring. GL 20225200 will absorb overage.	(3,046)	405%

Fiscal Year 2023-24
Clinics Budget to Actuals, July-June

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PRI	7201800	Expenditure	20	20244400	Medical Supplies	-	23,789	\$1,800 Refugee Vaccine Fridge (funded by RHAP grant (GL 95958900)); \$65k funded by HIV grant (GL 95958900). Appropriations from 20259100 and 20292900	(23,789)	0%
PRI	7201800	Expenditure	20	20247100	Radiology Service	28,262	18,460		9,802	65%
PRI	7201800	Expenditure	20	20247200	Radiology Supplies	5,000	15,818	Radiology upgrades done. Additional revenue in 95953010 will fund overage. Appropriations from 20259100 and 20292900	(10,818)	316%
PRI	7201800	Expenditure	20	20250700	Assessment Collection	-	-		-	0%
PRI	7201800	Expenditure	20	20251900	Architectural Services	-	20,186	Architectural drawings for construction. Funded by ARP-CAP grant (GL 95959100). Appropriations from 20259100 and 20292900	(20,186)	0%
PRI	7201800	Expenditure	20	20252100	Temporary Services	26,056	324,377	Temporary staffing (clerical) to fill behind vacancies. Grant funding utilized for some expenditures. Appropriations from 20259100 and 20292900	(298,321)	1245%
PRI	7201800	Expenditure	20	20254200	Treasurer Services	-	86	Appropriations from 20259100 and 20292900	(86)	0%
PRI	7201800	Expenditure	20	20257100	Security Services	209,798	162,943	Allocated Cost	46,855	78%
PRI	7201800	Expenditure	20	20259100	Other Professional Services	13,811,895	10,980,908	SCOE contract expended at 75% of max; also paid FY 22/23 SCOE invoicing at \$1.3m that was not budgeted for. UCD contract approx \$2M less than budgeted. Add'l \$800k spent on Registry staff to help with referral backlog project.	2,830,987	80%
PRI	7201800	Expenditure	20	20271100	DTech Embedded Staff/Labor	509,430	329,147	DTech Non-ACP	180,283	65%
PRI	7201800	Expenditure	20	20281100	Data Processing Services	500,000	536,764	Increase in Ochin Maintenance. Appropriations from 20271100. revenue from 95953010	(36,764)	107%
PRI	7201800	Expenditure	20	20281101	DTech Fee	-	-	DTech Non-ACP	-	0%
PRI	7201800	Expenditure	20	20281200	Data Processing Supplies	82,780	60,602	Includes subaccount expenses.	22,178	73%
PRI	7201800	Expenditure	20	20281201	Hardware	-	139,072	Budgeted in 20281200. Additional revenue in 95953010 will fund overage. Appropriations from 20259100 and 20292900	(139,072)	0%
PRI	7201800	Expenditure	20	20281202	Software	97,363	37,307	DTech Non-ACP.	60,056	38%
PRI	7201800	Expenditure	20	20281204	Other	-	15,940	Budgeted in 20281200. Additional revenue in 95953010 will fund overage.	(15,940)	0%
PRI	7201800	Expenditure	20	20281265	Application SW Maint.	-	7,137	Budgeted in 20281200. Additional revenue in 95953010 will fund overage.	(7,137)	0%
PRI	7201800	Expenditure	20	20283200	Interpreter Services	556,305	477,104	Average of last 3 FY's - service level not anticipating changes; invoices come in late	79,201	86%
PRI	7201800	Expenditure	20	20287100	Transportation Of Person	400	2,333	Taxicab services	(1,933)	583%
PRI	7201800	Expenditure	20	20288000	PY Svc & Sup Expense	-	21,950	22-23 Temp staffing invoices paid in 23-24. Additional revenue in 95953010 will fund overage. Appropriations from 20259100 and 20292900	(21,950)	0%
PRI	7201800	Expenditure	20	20289800	Other Operating Expense - Supplies	-	3,715	Additional revenue in 95953010 will fund overage. More revenue is projected to be received than budgeted. Appropriations from 20259100 and 20292900	(3,715)	0%
PRI	7201800	Expenditure	20	20289900	Other Operating Expense - Services	71,200	2,107	Comcast services approx. \$92/mo. \$70K in appropriations added in growth for facility charges related to new staff; actuals for the growth will not post to this GL.	69,093	3%
PRI	7201800	Expenditure	20	20291000	Countywide IT Services	113,746	118,185	Allocated Cost	(4,439)	104%
PRI	7201800	Expenditure	20	20291100	Systems Development Services	-	-	Allocated Cost	-	0%
PRI	7201800	Expenditure	20	20291200	Systems Development Supplies	40,174	41,093	Allocated Cost	(919)	102%
PRI	7201800	Expenditure	20	20291300	Auditor/Controller Services	-	540	Rush invoicing fees	(540)	0%
PRI	7201800	Expenditure	20	20291600	WAN Costs	169,580	146,367	Allocated Cost	23,213	86%
PRI	7201800	Expenditure	20	20291700	Alarm Services	17,003	14,718	Allocated Cost	2,285	87%
PRI	7201800	Expenditure	20	20292100	GS Printing Services	5,000	2,265		2,735	45%

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Clinics Budget to Actuals, July-June

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PRI	7201800	Expenditure	20	20292200	GS Mail/Postage Charges	7,000	8,933	Additional revenue in 95953010 will fund overage. Appropriations from 20259100 and 20292900	(1,933)	128%	
PRI	7201800	Expenditure	20	20292300	GS Messenger Services	7,764	8,965	Allocated Cost	(1,201)	115%	
PRI	7201800	Expenditure	20	20292500	GS Purchasing Services	26,859	27,751	Allocated Cost	(892)	103%	
PRI	7201800	Expenditure	20	20292700	GS Warehouse Charges	1,000	902		98	90%	
PRI	7201800	Expenditure	20	20292800	GS Equipment Rental - Light	-	51		(51)	0%	
PRI	7201800	Expenditure	20	20292900	GS Work Request Charges	612,603	103,927	Funded by ARP-CAP grant (GL 95959100). Office 2638, Rooms 1217, 2511, 2515, etc., Health Center Signage, Lobby 2600 Furniture. HRSA grant is being expended slowly and likely to roll to 24-25.	508,676	17%	
PRI	7201800	Expenditure	20	20293407	Real Estate Services	-	-		-	0%	
PRI	7201800	Expenditure	20	20293800	Fuel Usage-Light	-	-		-	0%	
PRI	7201800	Expenditure	20	20294200	County Facility Use Charges	1,520,318	1,387,625	Allocated Cost	132,693	91%	
PRI	7201800	Expenditure	20	20296200	GS Parking Charges	350	3,103	QR billing - increased due to G St Move. Working to decrease. Additional revenue in 95953010 will fund overage. Appropriations from 20259100 and 20292900	(2,753)	887%	
PRI	7201800	Expenditure	20	20297100	Liability Insurance	144,663	149,464	Allocated Cost	(4,801)	103%	
PRI	7201800	Expenditure	20	20298300	GS Surplus Property Management	5,424	5,604	Allocated Cost	(180)	103%	
PRI	7201800	Expenditure	20	20298700	Telephone Services	100,390	-	Allocated Cost - Includes subaccount expenses.	100,390	0%	
PRI	7201800	Expenditure	20	20298702	Circuit Charges	-	3,356	Budgeted in 20298700	(3,356)	0%	
PRI	7201800	Expenditure	20	20298703	Landline Charges	-	110,188	Budgeted in 20298700. overexpenditure funded by 95953010. Appropriations from 20259100 and 20292900	(110,188)	0%	
PRI	7201800	Expenditure	20	20298900	Telephone Installations	-	17,851	Replace end-of-life telephones, ongoing project until entire phone inventory is upgraded. Additional revenue in 95953010 will fund expenditures. Appropriations from 20259100 and 20292900	(17,851)	0%	
SERVICES AND SUPPLIES						Object 20	Total	18,843,205	16,316,584	2,526,621	87%
PRI	7201800	Expenditure	30	30310300	Elig Exams	1,500	1,568		(68)	105%	
PRI	7201800	Expenditure	30	30310600	Contract Svc Private	-	-		-	0%	
PRI	7201800	Expenditure	30	30310700	Transportation/Welfare	10,000	3,625	Transportation needs have decreased since COVID/more Telehealth options being offered	6,375	36%	
PRI	7201800	Expenditure	30	30311400	Volunteer Expenses	500	1,034		(534)	207%	
PRI	7201800	Expenditure	30	30312100	Provider Payments	1,048,633	1,242,154	No invoices for ConferMED expected (\$50K contract); OCHIN costs exceeded FY budget (multi-year contract, will be amended next year)	(193,521)	118%	
OTHER CHARGES						Object 30	Total	1,060,633	1,248,381	(187,748)	118%
PRI	7201800	Expenditure	43	43430110	Equipment - Prop	-	-		-	0%	
PRI	7201800	Expenditure	43	43430300	Equip SD No Rec	-	-		-	0%	
EQUIPMENT						Object 43	Total	-	-	-	0%
PRI	7201800	Expenditure	60	60601100	Dept OH Alloc	1,104,224	984,438	Dept. OH Alloc - Includes 60697909	119,786	89%	
PRI	7201800	Expenditure	60	60601200	Div OH Alloc	387,895	256,103	Division OH Allocation	131,792	66%	
PRI	7201800	Expenditure	60	60650400	Collection Svc	15,000	2,247	DRR Collections	12,753	15%	
PRI	7201800	Expenditure	60	60691301	Finance-General Accounting	8,005	8,270	Allocated Cost	(265)	103%	
PRI	7201800	Expenditure	60	60691302	Finance-Payroll Services	6,104	6,307	Allocated Cost	(203)	103%	
PRI	7201800	Expenditure	60	60691303	Finance-Payment Services	9,432	9,745	Allocated Cost	(313)	103%	
PRI	7201800	Expenditure	60	60691305	Finance-Audits	4,295	4,438	Allocated Cost	(143)	103%	
PRI	7201800	Expenditure	60	60691306	Finance-System Control & Recon	6,100	6,303	Allocated Cost	(203)	103%	
PRI	7201800	Expenditure	60	60695102	Benefit Admin Services	18,836	19,462	Allocated Cost	(626)	103%	
PRI	7201800	Expenditure	60	60695103	Employment Services	64,453	66,593	Allocated Cost	(2,140)	103%	
PRI	7201800	Expenditure	60	60695500	Training Services	16,932	17,494	Allocated Cost	(562)	103%	

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PRI	7201800	Expenditure	60	60695600	DPS Dept Svcs Team	148,073	152,975	Allocated Cost	(4,902)	103%
PRI	7201800	Expenditure	60	60695700	401A Plan Admin Svcs	995	1,028	Allocated Cost	(33)	103%
PRI	7201800	Expenditure	60	60695800	Labor Relations Services	16,022	16,554	Allocated Cost	(532)	103%
PRI	7201800	Expenditure	60	60695900	Safety Program Services	12,051	12,451	Allocated Cost	(400)	103%
PRI	7201800	Expenditure	60	60697900	Other Services	-	15,872	share of Pharmacist working in Clinics - unbudgeted need when Pharmacist transferred to Adult Correctional. Funded with 96963010 revenue. Appropriations from 60698018	(15,872)	0%
PRI	7201800	Expenditure	60	60697909	MIS Services	-	62,854	Budgeted in 60601100.	(62,854)	0%
PRI	7201800	Expenditure	60	60698018	Intra Program Charges	1,916,880	1,651,559	Pharmacy costs have increased. Board-approved AAR to add \$728K in appropriations. Additional revenue in 95953010 funds increased costs. Actuals were lower than anticipated in AAR.	265,321	86%
INTRAFUND CHARGES Object 60 Total						3,735,297	3,294,690		440,607	88%
PRI	7201800	Expenditure	80	80805000	Purchase for Reissue	-	795	direct charge for pharmaceuticals using QI funds - appropriations from Pharmacy FC 7201600; QI 95958900 funds expense	(795)	0%
COST OF GOODS SOLD Object 80 Total						-	795		(795)	0%
PRI 7201800 Expenditure Total PRI -Clinic Services						39,421,631	34,512,497		4,909,134	88%
PRI	7201800	Reimbursement	59	59599125	Realignment 1991 Health	(9,232,367)	(7,799,194)	realignment less than budgeted	(1,433,173)	84%
INTERFUND REIMBURSEMENTS Object 59 Total						(9,232,367)	(7,799,194)		(1,433,173)	84%
PRI	7201800	Reimbursement	69	69699000	Intra Cost Recovery	(492,448)	(244,908)	JMS x-ray services are low; TX acct transfer low; DHA exams will post as budgeted \$181,767; share of Clinics staff with BHS (\$7480 - unbudgeted reimbursement)	(247,540)	50%
PRI	7201800	Reimbursement	69	69699017	Intra Department Reimbursement	(2,545,229)	(199,370)	SCOE invoicing/contracting for MHSSA pass thru is delayed until 24/25; cost was not accrued after Fiscal confirmed with BHS re: 24/25 appropriations; Pub Health xrays and EMR transfers posted only	(2,345,859)	8%
PRI	7201800	Reimbursement	69	69699018	Intra Program Reimbursement	(14,537)	(20,024)	Pharmacy intrafund amount updated to \$20,737 for increased acct tech usage	5,487	138%
INTRAFUND REIMBURSEMENT Object 69 Total						(3,052,214)	(464,303)		(2,587,911)	15%
PRI 7201800 Reimbursement Total PRI -Clinic Services						(12,284,581)	(8,263,497)		(4,021,084)	67%
PRI	7201800	Revenue	95	95952800	State Subvention	-	(10,000)	Round 2 CWSRP Payment	10,000	0%
PRI	7201800	Revenue	95	95953010	PY Intergovern - State	-	(4,465,723)	DHCS FQHC Recon FYs 19/20 & 21/22. Rec'd 22/23 recon payment early (June 2024) instead of in FY 24/25 for \$820K which will cause bottom line issues in 24/25 since recon was budgeted for first time in 24/25	4,465,723	0%
PRI	7201800	Revenue	95	95953011	PY Intergovern - Federal	-	(77,343)	PY Grant Claims - HRSA & RHAP	77,343	0%
PRI	7201800	Revenue	95	95956900	State Aid Other Misc Programs	(16,364,451)	(15,555,508)	Medi-Cal program income	(808,943)	95%
PRI	7201800	Revenue	95	95956901	Medi/Cal Revenue	-	-		-	0%
PRI	7201800	Revenue	95	95958900	Health Federal	(3,588,678)	(3,306,779)	HEDIS/incentive funding	(281,899)	92%
PRI	7201800	Revenue	95	95958901	Medi-Care Revenue	-	31,929	Budgeted in 95958900. Large amount was correcting a Prior Year GL reclass	(31,929)	0%
PRI	7201800	Revenue	95	95959100	Construction Federal	(559,603)	(63,688)	HRSA ARP-CAP grant (budgeted in GL 95959100) Received approvals to draw down late. Will be spending funding in FY 24/25	(495,915)	11%

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PRI	7201800	Revenue	95	95959503	ARPA-SLFRF Revenue	(1,699,608)	(1,325,411)	ARPA funding; staff time and some equipment; underspent in 23/24 but will be completed in 24/25; Clinics "returned" \$500K to OCE to redistribute but budget was not updated	(374,197)	78%
PRI	7201800	Revenue	95	95959900	Fed Aid-Misc Pro	-	(1,998)	Anthem funds; should have posted to 95956900	1,998	0%
INTERGOVERNMENTAL REV			Object 95	Total		(22,212,340)	(24,774,521)		2,562,181	112%
PRI	7201800	Revenue	96	96966200	Medical Care Indigent Patients	(15,000)	-		(15,000)	0%
PRI	7201800	Revenue	96	96966201	CMISP Soc Rev-Direct	-	-	Budgeted in 96966200. DRR collections	-	0%
PRI	7201800	Revenue	96	96966202	CMISP Soc Rev-DRR	-	(9,569)	Budgeted in 96966200. DRR collections	9,569	0%
PRI	7201800	Revenue	96	96966300	Medical Care Private Patients	(1,000)	-		(1,000)	0%
PRI	7201800	Revenue	96	96966900	Medical Care Other	(1,000)	-		(1,000)	0%
PRI	7201800	Revenue	96	96969900	Svc Fees Other	(1,000)	(1,499)	billing record fees	499	150%
CHARGES FOR SERVICES			Object 96	Total		(18,000)	(11,068)		(6,932)	61%
PRI	7201800	Revenue	97	97974000	Insurance Proceeds	-	-		-	0%
PRI	7201800	Revenue	97	97979000	Miscellaneous Other Revenues	-	-		-	0%
PRI	7201800	Revenue	97	97979900	Prior Year	-	(63)	22/23 contract refund	63	0%
PRI	7201800	Revenue	97	97979904	Prior Year Misc. Revenue	-	-		-	0%
MISCELLANEOUS REVENUE			Object 97	Total		-	(63)		63	0%
PRI	7201800	Revenue Total		PRI -Clinic Services		(22,230,340)	(24,785,652)		2,555,312	111%
PRI	7201800	Total		PRI - Clinic Services		4,906,710	1,463,349		3,443,361	30%

Jun-24

Budget Categories	Position #	% of FTE	Federal Budget FY 2023-24	Actual Expenses AP01	Actual Expenses AP02	Actual Expenses AP03	Actual Expenses AP04	Actual Expenses AP05	Actual Expenses AP06	Actual Expenses AP07	Actual Expenses AP08	Actual Expenses AP09	Actual Expenses AP10	Actual Expenses AP11	Actual Expenses AP12	Cumulative Expenses to Date	Overage (Unclaimable)
Pharmacist	133744	50%	96,745.00	18,085.65	18,085.65	18,085.65	14,162.91	14,162.91	14,162.91	-	-	-				96,745.66	(0.66)
Human Services Program Planner Rng B	133743	25%	48,254.00	8,724.33	8,724.33	8,724.33	1,804.45	1,804.45	1,804.45	5,555.91	5,555.91	5,555.91				48,254.06	(0.06)
Medical Asst Lv 2 - vacated	117485		36.00	12.00	12.00	12.00	-	-	-	-	-	-				36.00	-
Medical Asst Lv 2	105813	100%	57,029.00	7,517.86	7,517.86	7,517.86	5,795.12	5,795.12	5,795.12	5,696.74	5,696.74	5,696.74				57,029.14	(0.14)
Registered Nurse Lv 2	116583	100%	98,357.00	12,939.06	12,939.06	12,939.06	9,952.59	9,952.59	9,952.59	9,894.26	9,894.26	9,894.26				98,357.71	(0.71)
Admin Svcs Officer 2	130328	50%	24,221.00	2,635.54	2,635.54	2,635.54	5,438.27	5,438.27	5,438.27	-	-	-				24,221.43	(0.43)
Public Health Nurse Lv 2	103841	100%	91,811.00	10,309.73	10,309.73	10,309.73	10,165.40	10,165.40	10,165.40	10,128.61	10,128.61	10,128.61				91,811.22	(0.22)
Medical Asst Lv 2	117492	100%	53,336.00	7,011.28	7,011.28	7,011.28	5,410.90	5,410.90	5,410.90	5,356.74	5,356.74	5,356.74				53,336.76	(0.76)
Admin Svcs Officer 2 - vacated	104491	100%	2,795.00	931.96	931.96	931.96	-	-	-	-	-	-				2,795.87	(0.87)
Health Program Mgr	132902	100%	123,618.00	16,291.43	16,291.43	16,291.43	12,457.40	12,457.40	12,457.40	12,457.40	12,457.40	12,457.40				123,618.70	(0.70)
Medical Asst Lv 2	105447	100%	50,033.00	5,847.86	5,847.86	5,847.86	5,438.49	5,438.49	5,438.49	5,391.41	5,391.41	5,391.41				50,033.27	(0.27)
Medical Asst Lv 2	117485	100%	7,865.00	2,621.76	2,621.76	2,621.76	-	-	-	-	-	-				7,865.27	(0.27)
Medical Asst Lv 2	106339	100%	53,685.00	7,058.21	7,058.21	7,058.21	5,445.57	5,445.57	5,445.57	5,391.40	5,391.40	5,391.40				53,685.56	(0.56)
Nurse Practitioner	133746	100%	6,872.00	2,290.84	2,290.84	2,290.84	-	-	-	-	-	-				6,872.51	(0.51)
Supv Registered Nurse	101668	100%	105,870.00	14,608.11	14,608.11	14,608.11	11,229.49	11,229.49	11,229.49	9,452.52	9,452.52	9,452.52				105,870.38	(0.38)
Registered Nurse Lv 2	130338	100%	96,046.00	12,623.47	12,623.47	12,623.47	9,739.11	9,739.11	9,739.11	9,652.93	9,652.93	9,652.93				96,046.55	(0.55)
Registered Nurse Lv2	120260	100%	88,107.00	11,508.74	11,508.74	11,508.74	9,105.37	9,105.37	9,105.37	8,755.08	8,755.08	8,755.08				88,107.59	(0.59)
TOTAL SALARIES			1,004,680.00	141,017.83	141,017.83	141,017.83	106,145.07	106,145.07	106,145.07	87,732.99	87,732.99	87,732.99				1,004,687.70	(7.70)
Health Insurance (10123000, 01, 02, 03, 04, 05)			141,386.00	26,721.65	26,721.65	26,721.65	16,421.73	16,421.73	16,421.73	16,563.90	16,563.90	16,563.90				179,121.83	(37,735.83)
Retirement (10121000, 10121300, 10121400)			201,702.00	33,605.18	33,605.18	33,605.18	25,349.46	25,349.46	25,349.46	20,857.94	20,857.94	20,857.94				239,437.74	(37,735.74)
Medicare (10120000-10122000)			36,034.00	10,489.13	10,489.13	10,489.13	7,762.16	7,762.16	7,762.16	6,338.50	6,338.50	6,338.50				73,769.38	(37,735.38)
TOTAL FRINGE BENEFITS			379,122.00	70,815.96	70,815.96	70,815.96				43,760.34	43,760.34	43,760.34				492,328.95	(113,206.95)
TOTAL PERSONNEL			1,383,802.00	211,833.80	211,833.80	211,833.80				131,493.33	131,493.33	131,493.33				1,497,016.64	(113,214.64)
Local Travel, Clients 30310700			2,800.00	350.00	350.00	350.00	1,750.00									2,800.00	-
30310700 Transport/Welf (bus)			2,800.00	350.00	350.00	350.00	1,750.00									2,800.00	-
TOTAL TRAVEL			2,800.00	350.00	1,750.00	350.00	1,750.00									2,800.00	-
TOTAL DIRECT CHARGES			1,386,602.00	212,183.80	213,583.80	212,183.80	107,895.07	93,732.17	93,732.17	93,732.17	93,732.17	93,732.17				1,499,816.64	(113,214.64)
TOTAL EXPENSES			1,386,602.00	212,183.80	213,583.80	212,183.80	320,078.87	399,648.13	399,648.13	493,380.29	493,380.29	493,380.29				1,499,816.64	(113,214.64)

1. Assembly Bill 665 and 352

- Assembly Bill 352 pertaining to information sharing regarding gender-affirming care, abortion services and contraception.
- Assembly Bill 665 pertaining to minors accessing behavioral health treatment services.
- We are working to be in compliance with these bills by January 2026

2. Workflows:

- Depression screening
- Immunization checklist
- Emergency Medical/Mental Response Team (EMRT)
- We are creating and/or updating the current policies to be clearer, retrain staff and meet the objectives

3. Provider staff updates:

- New providers to join **soon** (permanent and temporary) to provide coverage and increase access:
- Permanent County Nurse Practitioner (NP)- hiring process still on going. The health center is still first choice for the NP. The NP will be a primary care provider to take on new patients. Our current provider panels are at their max.
- Registry Physician Assistant (PA)- hire in process to join the Refugee program. The PA will increase Refugee program's capacity to see more patients. The incoming Refugees to Sacramento is slated to double this fiscal year.
- Registry Physician Assistant (PA)- interview set up with PA to discuss after hours opportunity and increase same day appointment access
- UC Davis NP- we have finally found coverage for one of the physicians who is on maternity leave. NP will start end of August

4. HIV grant:

- PrEP
- PrEP presentation given to physicians, NPs, and mental health clinicians
- We are currently working on creating medication and lab orders in OCHIN (our EMR) to facilitate ordering
- Providers have been given information regarding medication options, safety profile, lab monitoring. Part 2 presentation by medical scientist to discuss these areas will be scheduled
- Public Health Aide (PHA)and Program Planner- creating education materials for providers and at-risk community. PHA will continue to be part of the street medicine team to provide outreach.

HRSA Project Director Updates

August 16, 2024 CAB Meeting

Report Summary

The Health Center has successfully navigated recent audits and site visits, demonstrating its commitment to compliance and quality improvement. The organization is also proactively addressing facility needs, with ongoing projects and upcoming ADA construction to enhance accessibility. The Health Center is actively engaged in discussions with both HRSA and CDPH regarding the expansion of services and resolution of pending applications. It is also submitting a final change of scope to HRSA for the ARP Capital grant, with hopes of securing a no-cost extension until September 13, 2025, to build more medical exam space. The non-competing continuation application for the HRSA main grant is due soon, and the Health Center is working towards its submission, seeking CAB approval on August 16th. HRSA has acknowledged receipt of the application for expanded hours, and the formal Notice of Award for year 3 of the HIV grant is expected shortly.

Internally, the Health Center is focused on improving patient care and operational efficiency through various initiatives, including reducing patient no-shows and optimizing the Referrals Department. The recruitment process for a Medical Director is progressing, and the Health Center continues to prioritize community engagement through events and outreach activities. The organization's swift response to a recent safety incident underscores its dedication to maintaining a secure environment for all.

Grant Updates

- We are putting in a final change of scope to HRSA for the ARP Capital grant and hope to then get a no-cost extension until Sept 13, 2025. This grant will be used to build more medical exam space.
- The non-competing continuation application for the HRSA main grant is due in just under a month. We are working on the submission. We ask that CAB approve the submission on 8/16 which will give staff permission to submit it.
- HRSA acknowledged receipt of our application for expanded hours.
- We are expecting the formal Notice of Award for year 3 of the HIV grant shortly.

Audits and Site Visits Updates

County Internal HIPAA Compliance Audit

- The Health Center underwent its annual compliance audit. No significant findings. A few minor items were corrected during the audit and a few forms are being updated as a result.

HRSA Operational Site Visit (OSV)

- The Health Center has promptly addressed the initial round of corrections identified during the Operational Site Visit and has submitted them to HRSA for review. While we await HRSA's formal approval, we are proactively continuing to work on additional necessary corrections, such as revisions to the CAB Co-Applicant Agreement and Bylaws, which could not be finalized within the original 14-day timeframe.
- We recently had a productive meeting with the HRSA team overseeing our 90-Day Corrective Action Plan. The feedback was encouraging, and we are optimistic about our progress.

Program, Operational & Facility Updates

Facility Improvement Updates

- **Water Heater Replacement:** This project is currently underway and is anticipated to be completed by October 1st. Please note that the loading dock area is experiencing significant congestion due to this project. We kindly request that staff refrain from parking in the vicinity unless it's for a brief drop-off or pickup.
- **Fireproofing:** Facilities has formally requested a meeting with Department of General Services (DGS) to deliberate on the optimal strategies for implementing the fireproofing refurbishment. We have provided DGS with comprehensive feedback, and they are diligently incorporating our suggestions. At this juncture, a definitive commencement date remains elusive due to numerous complexities that necessitate resolution.

Upcoming Projects

- **ADA Construction:** A substantial ADA construction project is forthcoming and will significantly impact the main entrance and the east side of the facility. Key details are as follows:
 - **Timeline:**
 - Project commencement: September 20, 2024
 - Anticipated completion: January 1, 2025
 - **Traffic Flow:** Vehicular access will be restricted to one-way traffic entering from Broadway and exiting onto Stockton Blvd. Flaggers will be stationed on-site to facilitate traffic management.
 - **Ambulance & Patient Access:**
 - Ambulance parking will be relocated to the south side of the facility, near the sally port, for the initial phase.
 - Clinic patients will exit through the main entrance and be transported to the ambulance area.
 - **Access Control:** The rolling gate leading to Stockton Blvd. will remain open during regular business hours.
 - **Project Phases**
 - Phase 1: The pathway delineated in green on the attached map will be inaccessible.
 - Phase 2: This phase will necessitate closure of the main entrance and will be executed over a weekend.
 - Phase 3: The area marked in pink will be addressed in the third phase, subsequent to the weekend closure. DHS staff will not have access to the facility during the weekend of October 12th and 13th due to the project.

Escalation of School-Based Satellite Site Change-in-Scope Applications

- On August 2nd, Health Center and Department leadership, under the guidance of Counsel, took the step of directly escalating the nearly two-year impasse on pending CISs to HRSA leadership via formal letter correspondence. A follow-up communication was sent on August 12th, and we are currently awaiting their response.
- The communication sent to HRSA has been attached for the CAB's reference. We recognize the urgency and importance of resolving this matter and will continue to actively pursue all available avenues to expedite a resolution.

Proposal for Increased Refugee Services

- The California Department of Public Health (CDPH) has recently approached the Health Center with a request to consider doubling the number of refugees we serve. The estimated number of refugees for the upcoming federal fiscal year, beginning in October 2024, is currently projected to be slightly over 10,000 – this represents a doubling from current Refugee patients served.
- The Health Center and CDPH are actively engaged in discussions regarding the operational and financial implications of accommodating such a significant increase in patient volume. To ensure the highest level of compliance and efficiency in our response to CDPH, we are collaborating with an external consultant to assist in the budgeting and structuring of our proposal.

Improved Access and Maximizing Efficiency and Resources

- There are several initiatives to reduce patient No-Shows in order to maximize care to our patients and maximize resources and revenue. Health Center leadership is discussing better use of technology such as patient reminders and video visits. More concrete plans will be shared with CAB in the near future. Please share any suggestions or ideas.

Referral Department Improvements

- Thanks to the Health Center Management Team's ongoing efforts and the exceptional commitment of our Referral staff, we are making significant strides in optimizing the Referrals Department. Pending referrals continue to trend down and fluctuations are stabilizing.
- A new Senior Office Assistant was hired to assist in the leadership of Referrals and better help direct and monitor workflow.

Recruitment, Community Engagement, and Outreach Updates

Medical Director Recruitment:

- The first recruitment window for the Medical Director position yielded 4 interested candidates. At present, we are actively pursuing one candidate who appears well-qualified and possesses extensive experience working in FQHCs. CAB will be involved in the upcoming interview process.

Community Engagement:

- We were pleased to host Supervisor-Elect Rosio Rodriguez for a tour of the Health Center on Wednesday, August 7th. Ms. Rodriguez gained valuable insights into our comprehensive operations during the visit.
- Health Center staff will be actively participating in Supervisor Kennedy's Community Fair in late September. We will be providing health education materials, information about the Health Center, and basic health screenings such as blood pressure checks.

These ongoing efforts in recruitment and community engagement reflect our dedication to providing high-quality healthcare services and strengthening our ties with the community.

Safety Updates

Response to Threatening Behavior

- Recently, we encountered a situation involving a patient who expressed non-specific threats towards our staff and facilities. We took immediate action, escalating the matter to senior department leadership and involving law enforcement.

- After careful consideration of the patient's threats and overall psychological state, we made the decision to discharge the patient in accordance with our Patient Discharge Policy and Procedure. The patient will continue to receive virtual care from the Health Center until their care can be fully transitioned to another healthcare provider.
- We remain committed to maintaining a safe environment for our staff and patients.

Requests from CAB

No requests were received.

ADA construction project

KIRSTEN APAZA _____
REBECCA NAUGHTON _____

DESIGN BY:	SH/DL
DRAWN BY:	SH
REVISIONS:	
NO. DESCRIPTION	DATE

LOG NO. 5745 FACILITY NO. 0270
PROJECT TITLE:
CONTRACT CC-270045-00-00
PFH PRIMARY CARE CENTER
ADA PUBLIC PATH OF TRAVEL
UPGRADES
4600 BROADWAY
SACRAMENTO, CA 95820

SHEET TITLE:

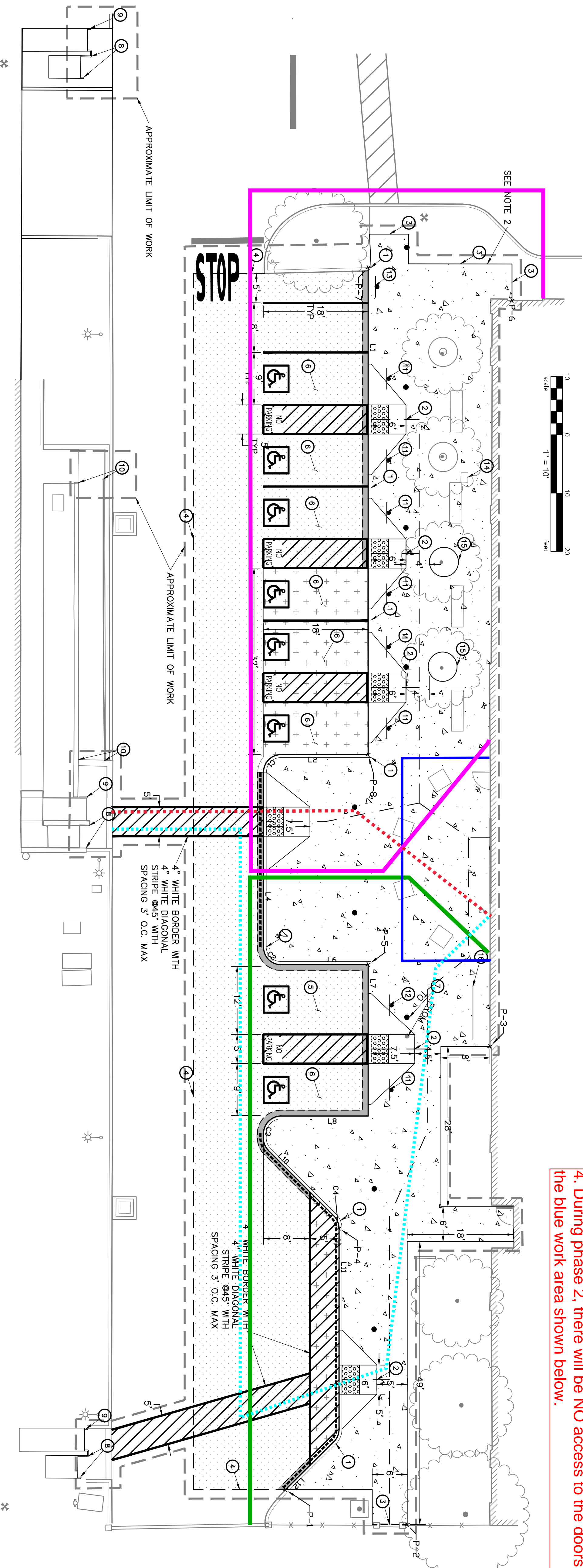
HORIZONTAL CONTROL PLAN

SHEET NO.	C3.0
PERMIT SET	

General Notes:

- Operations with the loudest noise emissions (ex. saw cutting, jack hammering, concrete breaking) will occur during PCC off hours.
- During normal business hours, operations with moderate noise will occur (ex. equipment and trucks running, hand tool operation)
- During normal business hours, a pedestrian control flagger will be onsite to maintain ADA pathways shown.
- During phase 2, there will be **NO** access to the doors within the blue work area shown below.

- Phase 1 - Week day work
- Phase 2 - Completed in 1 weekend
- Phase 3 - Week day work
- Phase 1 ADA Pathway
- Phase 3 ADA Pathway



LEGEND

- CONCRETE WALKWAY (4" PCC / 6" CLASS II AB WITH #3 REBAR AT 18" O.C.E.W. OR MATCH EX CONCRETE SECTION IN KIND, WHICHEVER IS GREATER)
- ASPHALT CONCRETE (4" AC/8" CLASS II AB, OR MATCH EX AC SECTION IN KIND, WHICHEVER IS GREATER)
- 2" GRIND AND OVERLAY
- 1" WIDE, FULL DEPTH AC PLUGS, SEE SHEET C6.0, DETAIL 3
- ACCESSIBLE PATH OF TRAVEL
- *STOP* MARKING PER CALTRANS STANDARD SHEET A24D
- CURB PAINTED WITH TRAFFIC RED AND "NO PARKING FIRE LANE" MARKING, SEE SHEET C6.1, DETAIL 1

KEYNOTES

- 6" VERTICAL CURB, SEE SHEET C6.0, DETAIL 3
- CURB RAMP, SEE SHEET C6.0, DETAIL 12
- CONCRETE CONFORM, SEE SHEET C6.0, DETAIL 1
- AC CONFORM, SEE SHEET C6.0, DETAIL 4
- VAN ACCESSIBLE STALL, SEE SHEET C6.0, DETAIL 11
- STANDARD ACCESSIBLE STALL, SEE SHEET C6.0, DETAIL 11
- RELOCATED EX. LIGHT LOCATION, SHALL NOT ENCROUGH INTO ACCESSIBLE PATH OF TRAVEL, CONTRACTOR SHALL PULL WIRES AND READJUST AS NEEDED PER NEW GRADING, SEE SHEET C6.1, DETAIL 5 FOR INSTALLATION GUIDE.
- ADJUST EX. BOTTOM HANDRAIL OF STAIRS, SEE DETAIL 6, SHEET C6.1.
- ADJUST EX. TOP HANDRAIL OF STAIRS, SEE DETAIL 6, SHEET C6.1.
- ADJUST EX. HANDRAIL OF RAMP, SEE DETAIL 7, SHEET C6.1.
- STANDARD ACCESSIBLE PARKING SIGN, SEE SHEET C6.0, DETAIL 10
- VAN ACCESSIBLE PARKING SIGN, SEE SHEET C6.0, DETAIL 10
- MOTORCYCLE PARKING SIGN, REPLACE IN KIND
- ADJUST UTILITY VAULT TO GRADE
- CONTRACTOR SHALL PROVIDE NEW 5' DIAMETER TREE WELL GRATES TO MATCH EXISTING IN KIND, NEW TREE WELL THE ACCESSIBLE PATH OF TRAVEL.
- CONTRACTOR TO REINSTALL EXISTING BIKE RACK IN PLACE, SEE SHEET C6.1, DETAIL 4 FOR INSTALLATION GUIDE.

SURFACE IMPROVEMENTS NOTES

- THE LIMITS OF WORK ARE APPROXIMATE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SURROUNDING LANDSCAPE AND OTHER APPROPRIATE WITH A SMOOTH TRANSITION, AVOIDING ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS-SLOPES OR HAZARDOUS CONDITIONS.
- EXISTING CONCRETE SHALL BE REMOVED AT THE NEAREST JOINT.
- NEW WORK SHALL MATCH EXISTING AS CLOSELY AS POSSIBLE IN FINISH, SCORING, AND COLOR.
- EXISTING SITE FEATURES (CURBS, CONCRETE WALKS, LANDSCAPE, IRRIGATION, ETC.) DEMOLISHED DURING CONSTRUCTION SHALL BE REPLACED IN KIND.
- CONCRETE SHALL HAVE THICKENED EDGE WHERE ADJACENT TO LANDSCAPING, SEE DETAIL 6, SHEET C6.0, SEE DETAIL 3, SHEET C6.1 FOR EXPANSION JOINT AND CONTROL JOINT DETAIL.

LINE TABLE

LINE NO.	LENGTH	DIRECTION
L1	83.55'	NO 34° 56.74"W
L2	15.00'	N89° 25' 03.26"E
L4	30.00'	NO 34° 56.74"W
L6	15.00'	S89° 25' 03.26"W
L7	26.00'	NO 34° 56.74"W
L8	15.00'	N89° 25' 03.26"E
L10	15.90'	N45° 34' 56.74"W
L11	34.47'	NO 34° 56.74"W
L12	11.69'	N44° 34' 02.08"E

CONTROL POINT TABLE

P #	NORTHING	EASTING
1	1961356.12	6718300.10
2	1961361.90	6718279.14
3	1961279.73	6718265.80
4	1961311.19	6718291.39
5	1961265.89	6718286.85
6	1961151.76	6718263.31
7	1961146.35	6718288.07
8	1961229.90	6718287.22

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA
C1	4.71'	3.00'	90.00°
C2	4.71'	3.00'	90.00°
C3	4.71'	3.00'	90.00°
C4	2.36'	3.00'	45.00°

REVIEWED
By Ty Frazer at 12:09 pm, Feb 20, 2024

JOB
02/20/2024 12:09 pm

Escalation of School-Based Satellite Site Change-in-Scope Applications

Department of Health Services

Timothy W. Lutz
Director



Divisions

Administration
Behavioral Health
Primary Health
Public Health

County of Sacramento

August 2, 2024

Mr. James Macrae, M.A., M.P.P., Associate Administrator
Ms. Tonya Bowers, M.H.S., Deputy Associate Administrator
Bureau of Primary Health Care
Health Resources and Services Administration
U.S. Department of Health and Human Services
5600 Fishers Lane
Rockville, MD 20857

Re: School-Based Health Center program operated by the Sacramento County Health Center, HRSA Grant No. H80CS00045

Dear Mr. Macrae and Ms. Bowers:

As the Director of the Sacramento County Department of Health Services ("SCDHS"), the Project Director of the Health Center operated by the Sacramento County Department of Health Services (the "Sacramento County Health Center" or "SCHC"), and the Chairperson of the Co-Applicant Board of Directors (the "CAB") of the SCHC, we are submitting this letter to convey serious concerns regarding the lack of progress in approval by the Health Resources and Services Administration ("HRSA") of the addition of new sites to the School-Based Health Center ("SBHC") program operated by SCDHS/SCHC.

As a preliminary matter, we want to be clear that this letter is not intended as a means to address concerns regarding our recent Operational Site Visit ("OSV") that was conducted May 21-23, 2024, nor to dispute any specific findings of non-compliance, which are being addressed through "regular order." In fact, we recently had a conversation with Commander Gayle Tuckett, the analyst from HRSA assigned to work with SCDHS on resolving our outstanding grant conditions, and we commend her communicative and supportive demeanor. Rather, this letter is limited to our specific concerns regarding the extended delay in approving the addition of new SBHC sites to SCDHS' scope of project.

As summarized below and explained in greater detail in the attached timelines ("*HRSA – Sacramento County Engagement Timeline Summary*" and "*HRSA – Sacramento County Communication Timeline Regarding CIS Matter*") for close to two (2) years, SCDHS/SCHC has been working with HRSA to obtain approval of several Change in Scope requests submitted for the purpose of including additional sites to the SCDHS/SCHC SBHC program, which mirrored prior requests that HRSA had approved. In the interim, we have had multiple communications (both oral and written) with certain HRSA staff (as identified in the attached timelines) and responded to several requests for additional information, including making revisions to the existing contracts and drafting new agreements, both of which facilitate the operation of the SBHC program. These same HRSA representatives also visited two SBHC sites as a "supplement" to our recent OSV in order to obtain additional information about the school-based services.

We acknowledge and understand the importance of ensuring that the SBHC arrangement complies with HRSA requirements and appreciate HRSA's diligence in confirming such compliance in order to safeguard the integrity of the Health Center Program. However, it appears that we have reached an impasse in obtaining the necessary assurance that the most recent set of revised documents is sufficient to proceed with re-submission of our Change in Scope requests. Insofar as the beginning of the new school year is less than a month away, any continued delay will result in significant interruption or postponement of the provision of essential services to students facing significant struggles in Sacramento County and the surrounding areas.

Background

Since 1988, SCDHS/SCHC has operated a public health center as recognized by HRSA, serving Sacramento County and its surrounding communities. In 2020, SCDHS/SCHC, in collaboration with the Sacramento County Office of Education ("SCOE"), established its SBHC program (referred to locally as the "Centers of Wellness" program) as an innovative way to address child and youth mental health needs by placing a mental health clinician in local schools in the county. The SBHCs are operated by SCDHS/SCHC under its federally-approved health center project. SCDHS/SCHC contracts with SCOE for the services of its employed behavioral health clinicians, who provide direct mental health services at local school sites in accordance with the health center's policies and procedures and under its direct monitoring and oversight.

Based on the success of the program, in September of 2022, SCDHS submitted several Change in Scope requests to add new SBHC sites to its federally-approved scope of project in order to reach more at-risk youth in the region. After several months during which HRSA reviewed the requests along with additional information and documentation provided, HRSA expressed concerns

with the SBHC arrangement overall and the SCDHS/SCOE contract in particular. Specifically, HRSA indicated that the structure of the SCDHS/SCOE arrangement gave the appearance that SCOE was the provider of the services, rather than SCDHS/SCHC, and that SCOE was operating the SBHC sites with an inappropriate level of autonomy. Additionally, questions arose regarding the ability of the students served at the SBHC sites to access all health center services and other operational aspects of the SBHC program. In December of 2023, the Change in Scope requests were denied.

Based on HRSA's feedback, SCDHS/SCHC prepared and revised several documents related to the SBHC arrangement to better reflect the respective roles of SCDHS/SCHC and SCOE in the operation and management of the SBHC program. Additionally, SCDHS/SCHC prepared new agreements between SCDHS/SCHC and other health center providers in our service area to enhance accessibility of all health center services to students served at the SBHC sites.

The revised and new agreements were initially submitted in January of 2024, along with a comprehensive description of the project, including SCDHS' and SCOE's respective roles; updated information and agreements have been submitted since that time. These agreements include revisions that address HRSA's concerns; however, to date, we have not received any correspondence from HRSA regarding the sufficiency of the revised documents, which is necessary for the re-submission of the Change in Scope requests to add the additional SBHC sites.

As noted above, the attached timelines provide greater detail regarding the number and content of communications between SCDHS and HRSA. "*HRSA – Sacramento County Engagement Timeline Summary*" provides an overall summary by month while "*HRSA – Sacramento County Communication Timeline Regarding CIS Matter*" provides a comprehensive listing (including specific dates) of such communication.

Conclusion

At this time, we respectfully request that HRSA expedite the review and approval of the revised agreements as well as the additional information provided to HRSA over the last few months. As noted above, we are nearing the beginning of the new school year and time is of the essence. Any continued delay will result in our inability to establish the SBHC program in the proposed new SBHC sites on a timely basis. Further, and more importantly, continued delay will result in significant interruption or postponement of the provision of essential behavioral health services to the students we seek to serve.

Thank you for your time and consideration of this issue. If HRSA requires any additional information or clarifications, please contact Andrew Mendonsa at mendonsaa@sacounty.gov or 916-875-2401. We would be happy to schedule a follow-up call or meeting at your convenience.

We look forward to hearing from you.

Sincerely,



Timothy Lutz
Director
Department of Health Services



Andrew Mendonsa, Psy.D., MBA
Human Services Division Manager
HRSA Project Director



Suhmer Fryer
Co-Applicant Board Chair

cc. Angela Powell, M.P.H., CPH, Director of the Office of Health Center Program Monitoring

Jennifer Joseph, Ph.D., M.S.Ed., Director of the Office of Policy and Program Development

Amanda Ford, Deputy Director, Office of Policy and Program and Development

Attachments:

1. HRSA – Sacramento County Engagement Timeline Summary
2. HRSA – Sacramento County Comprehensive Timeline
3. Sacramento County Board of Supervisors Reso. Nos. 2024-0459 and 2024-0460 - Health Center MOUs

HRSA-Sacramento County Engagement Timeline Summary

Summer 2022: Between June and September 2022, Sacramento County submitted CIS00133609, CIS00134401, CIS00134398, CIS00134397, CIS00134393, and CIS00133496 to HRSA for the establishment of school-based mental health centers. HRSA requested revisions to these six CISs in September

November 2022: SCHC submitted its responses to HRSA's question through the EHBs for the six sites not originally approved. SCHC responded. HRSA set up a meeting for discussion of this situation for December 13, 2022, but cancelled the meeting on December 8.

December 2022: HRSA requested additional documentation regarding the school-based mental health sites – an example of an MOU between the Health Center and a school.

January: Sacramento County followed up on rescheduling a meeting with HRSA to discuss the CIS revisions. HRSA agreed to meet once they received additional information from their management team.

February - March 2023: HRSA and Sacramento County exchanged emails to clarify information on the school-based sites and schedule a meeting to discuss the pending CISs. [8 email exchanges in February and 6 email exchanges in March]

April 2023: HRSA postponed the meeting, requesting more time to review the provided information. They also requested the current contract between Sacramento County and SCOE and inquired about the scheduling of hours at the school site. HRSA and Sacramento County exchanged emails regarding contract details, the operation of the school-based sites, and the relationship between the health center and the Sacramento Office of Education. HRSA also conducted a virtual meeting and a follow-up meeting with Sacramento County to discuss the CIS requests. [11 email exchanges and 2 meetings in April]

October 2023: HRSA and Sacramento County scheduled a meeting to discuss the CIS requests under review. The meeting was initially postponed due to a conflict regarding the presence of County Counsel. HRSA and Sacramento County held a call to render a decision on the six CIS requests. [4 email exchanges and 1 meeting in October]

December 2023: Sacramento County acknowledged the official disapproval of the pending CIS requests and expressed their intent to review their program and options. HRSA and Sacramento County scheduled another meeting to discuss the matter further. [2 email exchanges and 1 meeting in December]

January 2024: Sacramento County submitted additional documents to HRSA for review, including a revised scope of services, template MOUs, budget requirements, and additional provisions. [3 email exchanges in January]

February 2024: Sacramento County requested a status update on the submitted items and pending CIS requests. HRSA confirmed that the items were still under review and a meeting would be scheduled soon. [4 email exchanges in February]

April 2024: HRSA requested availability to schedule a meeting to discuss the pending CIS requests. Sacramento County confirmed their availability, and a meeting was set for April 27, 2024. [3 email exchanges in April]

May 2024: HRSA staff visited Ethel Baker School and two other school sites during an Operational Site Visit (OSV). [6 email exchanges and 1 satellite site in-person visit in May]

HRSA-Sacramento County Engagement Timeline Summary

June 2024: Sacramento County updated HRSA on the status of MOUs and contracts. HRSA acknowledged the update and stated that the CIS applications and information from the OSV were still under review with BPHC Leadership. [4 email exchanges in June]

HRSA-Sacramento County Communication Timeline Regarding CIS Matter

Date	Communication
9/28/2022	Email from Kathleen Ruck (via EHB system) to Andrew Mendonsa and Sharon Hutchins notifying Sacramento County that the CIS submitted (CIS00133496) requires revisions.
9/28/2022	Email from Kathleen Ruck (via EHB system) to Andrew Mendonsa and Sharon Hutchins notifying Sacramento County that the CIS submitted (CIS00134393) requires revisions.
9/28/2022	Email from Kathleen Ruck (via EHB system) to Andrew Mendonsa and Sharon Hutchins notifying Sacramento County that CIS submitted (CIS00134401) requires revisions.
1/12/2023	Email from John Dizon with Sacramento County to Kathleen Ruck requesting a meeting with new County Deputy Director and Director of Health Services. CC Alison Wilson with HRSA.
1/12/2023	Email from Kathleen Ruck noting that CISs are still under review and that she will reach out to Sacramento County once she receives additional information from her management team. CC Alison Wilson and Angela Galloway with HRSA.
2/9/2023	Email from Kathleen Ruck to Sharon Hutchins with CC Alison Wilson asking for clarification around school-based sites listed on Form 5B.
2/10/2023	Email from Sharon Hutchins to Kathleen Ruck with CC Alison Wilson providing clarification as requested in 2/9/2023 email.
2/13/2023	Email from Kathleen Ruck to Sharon Hutchins confirming information from 2/10/2023 email and requesting meeting availability to discuss pending CISs. Proposes week of February 20 th . County available all week.
2/21/2023	Email from Sharon Hutchins to Kathleen Ruck inquiring about meeting status. CC Alison Wilson.
2/21/2023	Email from Kathleen Ruck to Sharon Hutchins stating the meeting was on hold as HRSA is gathering additional information. CC Alison Wilson.
2/22/2023	Email to Kathleen Ruck from Sharon Hutchins offering additional times and dates to meet to discuss pending CISs. CC Alison Wilson.
3/2/2023	Email from Kathleen Ruck to Sharon Hutchins asking for additional availability and suggesting a doodle poll. CC Alison Wilson.
3/15/2023	Email from Kathleen Ruck to Sharon Hutchins stating HRSA is ready to set a meeting for an update. Asking to accommodate staff on East Coast. CC Alison Wilson.
3/20/2023	Email to Kathleen Ruck from Sharon Hutchins asking for an update regarding scheduling an update meeting. Times and dates provided by Sacramento County.
3/20/2023	Email from Kathleen Ruck to Sharon Hutchins stating she will be in touch with dates and any updates.
3/22/2023	Email from Kathleen Ruck to Sharon Hutchins stating she cannot schedule a meeting with Sacramento County at this time.
3/30/2023	Email from Kathleen Ruck to Sharon Hutchins requesting a phone call to discuss scheduling a meeting in the near future. Sharon responded offering to take a call at any time.
4/3/2023	Email from Kathleen Ruck to Sharon Hutchins requesting to meet with the larger HRSA group "... to understand the relationship between the health center and the Sacramento Office of Education..." Reply sent with availability of Sacramento County.

HRSA-Sacramento County Communication Timeline Regarding CIS Matter

4/4/2023	Email from Kathleen Ruck to Sharon Hutchins stating, "...My Leadership would like to move our meeting to this week. Are you available this Thursday, April 6 at 11:00 am PST..." Reply sent confirming availability of Sacramento County.
4/10/2023	Email from Kathleen Ruck to Sharon Hutchins stating, "...I wanted to let you know we will need to push back the second call that is scheduled for Wednesday, April 12 at 1:00 pm. We need additional time to review the information provided during the call last week. I will reach out to you early next week with an update..."
4/11/2023	Email from Kathleen Ruck to Sharon Hutchins requesting the current contract between Sacramento County and SCOE. Email sent with requested information.
4/11/2023	Email from Kathleen Ruck to Sharon Hutchins with the question "...Will you please explain how the hours at the school site are regularly scheduled?"
4/12/2023	Email from Kathleen Ruck to Sharon Hutchins acknowledging receipt of the contract sent by Sacramento County and asking, "Will you please verify if the mental health providers that are hired by SCOE are employed by SCOE?"
4/13/2023	Email from Kathleen Ruck to Sharon Hutchins acknowledging information sent and stating a follow-up meeting will be scheduled at a later time.
4/17/2023	<p><i>Email from Kathleen Ruck to Sharon Hutchins asking the following questions:</i></p> <ol style="list-style-type: none"> 1) <i>Thank you again for sending the contract. It appears that the contract is the same one that was submitted with the CIS. The contract term ended on June 30, 2022. Is there an updated contract or provision that allows the same contract to be used after the term ends?</i> 2) <i>Scheduling a second meeting. It looks like we have availability on Thursday, April 27 at 9:00 PST. Will that work for you? We have additional questions and I will send them to you prior to the call (and it would be helpful if you could provide a written response prior to the call).</i>
4/18/2023	Email to Kathleen Ruck from Sharon Hutchins providing the requested information.
4/18/2023	Email from Kathleen Ruck to Sharon Hutchins asking for a "copy of the County rules that allows for the operation under the expired contract."
4/19/2023	<p>Email from Kathleen Ruck to Sharon Hutchins asking for a written response to the following:</p> <p><i>Here are the follow-up questions. It would be helpful if you could provide a written response prior to the call next week. I will also send you a calendar appointment for next week's meeting.</i></p> <p><i>Thank you!</i> <i>Kathy</i></p> <p><i>Please explain these elements of the model utilized to deliver mental health services at school-based sites:</i></p> <ol style="list-style-type: none"> 1) <u><i>Regularly Scheduled Hours and Accessing Form 5A Services:</i></u> <i>The narrative of the CIS and the Change Details Form (Site Details) of the CIS indicate the school-based site operates 40 hours per week; however the in-scope services are only available for 24 hours (60% of 40 hours). Can you tell us the specific</i>

HRSA-Sacramento County Communication Timeline Regarding CIS Matter

days and hours that the health center site will be open and providing in-scope services at this school? Please walk us through a couple of different scenarios for how a student/family member/staff member gains access to these in-scope services and the HC provider relationship is established. We are also interested in some different scenarios where the student/family member/staff member gains access to in-scope services that are not provided at the school site.

- 2) MOU between SCOE and School District emailed on 12/6/2022: We note in the Contract between SCOE and the health center, that the MOU gives authority to SCOE to negotiate contracts with the school district. Is SCOE entering into these contracts on behalf of SCOE or the health center project? We note that the sample MOU between SCOE and River District USD are related to out-of-scope services being provided by SCOE. Can you explain why these out-of-scope activities are included in an MOU? How did the health center governing board direct the provisions of the MOU? How does the governing board oversee and engage with the MOU?
- 3) Exhibit C, III. ADDITIONAL REVENUES (Page 21 of the Contract PDF): Please explain the intent of this section of the contract.
- 4) Question 4 of the CIS Checklist. Please explain the rationale for deciding to operate the site by contract rather than operated directly by the health center AND why SCOE was selected to operate the proposed site. It may be helpful to utilize the definition of a contract from the CIS Add Site Checklist:

Procurement Standards:

http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=0386f369acd20f0e943466135faeed0b&r=PART&n=pt45.1.75#sg45.1.75_1324_675_1325.sg2

Contract: A contract is used for the purpose of obtaining goods and services for the health center's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the health center and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the federal program; and
- (5) Is not subject to compliance requirements of the federal program as a result of the agreement, though similar requirements may apply for other reasons.

HRSA-Sacramento County Communication Timeline Regarding CIS Matter

	<p><i>For more information on determining whether an agreement for the disbursement of federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor, please review 45 CFR 75.351. Please note that contractors are not able to qualify as federally qualified health centers.</i></p>
4/6/2023	Virtual meeting with HRSA staff to discuss Change in Scopes. HRSA Representatives: Kathleen Ruck, Christie Onoda, Angela Galloway, Morrisa Rice, Kelvin Benford, La'Shelle Page, Susan Hagler.
4/27/2023	Follow-up Meeting with Sacramento County and HRSA to discuss Change in Scopes. HRSA Representatives: Kathleen Ruck, Christie Onoda, Angela Galloway, Morrisa Rice, Kelvin Benford, La'Shelle Page, Susan Hagler.
10/23/2023	Email from Kathleen Ruck to Sharon Hutchins and Deputy Director Noel Vargas requesting to set up a meeting to discuss "6 CIS that are under review with HRSA." Email response sent with availability of Sacramento County staff. Meeting scheduled for October 30, 2023.
10/26/2023	Email from Kathleen Ruck to Sharon Hutchins stating the following: <i>Good Morning Sharon, I believe you have invited County Counsel to our meeting on Monday. If this is so, HRSA staff will not be able to hold this meeting unless we have representation present from our Office of General Counsel. This will delay our meeting as the arrangements will take time. Please let me know how you would like to proceed.</i> <i>Thank you, Kathy</i>
10/26/2023	Email from Andrew Mendonsa to Kathleen Ruck advising that Sacramento County Counsel will be removed from the upcoming meeting invite. Kathleen Ruck replied and confirmed information. October 30, 2023 meeting to proceed.
10/30/2023	Email from Kathleen Ruck to Andrew Mendonsa reducing the time for today's meeting from 1 hour to 30 minutes. Reply from Andrew sent asking for a longer meeting to have sufficient time to discuss the matter. Reply from Kathleen stating: <i>Good Morning, I understand that you don't want to cancel the meeting on Monday. The purpose of the meeting is for HRSA to share its decision on the CIS. I will take care of quickly introducing the HRSA Staff and it would be helpful if there was a representative from Sacramento County to do the same. I will defer to my leadership to discuss any additional information or meetings.</i> <i>Thank you, Kathy</i>
10/30/2023	Call between Sacramento County and HRSA to Render Decision on 6 CIS Currently Under Review. HRSA Representatives: Kathleen Ruck, Christie Onoda, Angela Galloway, Morrisa Rice, Kelvin Benford, La'Shelle Page, Susan Hagler

HRSA-Sacramento County Communication Timeline Regarding CIS Matter

12/7/2023	Email from Andrew Mendonsa to Kathleen Ruck acknowledging the official disapprovals of pending CISs and that Sacramento County is reviewing its program and options.
12/12/2023	Email from Kathleen Ruck to Andrew Mendonsa acknowledging the 12/7/2023 email and requesting to set up a meeting between HRSA and Sacramento County. Availability sent to Kathleen of Sacramento County staff. Email back from Kathleen stating an invite will be sent out.
12/19/2023	Call between Sacramento County and HRSA to discuss Change in Scopes. HRSA Representatives: Kathleen Ruck, Christie Onoda, Angela Galloway, Morrisa Rice, Kelvin Benford, La'Shelle Page, Susan Hagler
1/5/2024	Email sent to Kathleen Ruck from Stephanie Hofer, Senior Admin Analyst with Sacramento County, providing the following items: <ul style="list-style-type: none"> • HRSA Cover Letter • Centers of Wellness Executive Summary • Exhibit A – Revised Scope of Services • Template MOU – Referrals to FQHCs • Federal Health Centers for MOUs • Standard Contract Exhibit B • Standard Contract Exhibit E • Standard Contract Exhibit F
1/10/2024	Email from Kathleen Ruck to Stephanie Hofer acknowledging receipt of sent items.
1/31/2024	Email sent to Kathleen Ruck from Stephanie Hofer providing the following items: <ul style="list-style-type: none"> • HRSA Cover Letter • Template MOU – Sacramento County School Based Mental Health program and School District • Exhibit C – Budget Requirements (Amended) • Exhibit D – Additional Provisions (Amended) <p>With this submission, all contract exhibits and MOUs have been submitted to HRSA for review that were requested.</p> <p>Kathleen Ruck acknowledged via email the items.</p>
2/9/2024	Email from Andrew Mendonsa to Kathleen Ruck requesting a status update regarding items submitted and the pending CISs. CC Noel Vargas.
2/12/2024	Email from Kathleen Ruck to Andrew Mendonsa stating the items are still under review. CC Noel Vargas.
2/28/2024	Email from Andrew with Sacramento County to Kathleen Ruck asking for a progress update regarding open items for H8000045/CISs. CC Alison Wilson and Angela Galloway with HRSA.
2/28/2024	Email from Kathleen Ruck stating the items remain under review and a meeting will be scheduled in the near future. CC Alison Wilson and Angela Galloway with HRSA.
4/25/2024	Email from Kathleen Ruck of HRSA to Andrew Mendonsa of Sacramento County requesting availability to schedule a meeting to discuss pending CISs. CC Alison Wilson and Angela Galloway with HRSA.

HRSA-Sacramento County Communication Timeline Regarding CIS Matter

4/25/2024	Email from Health Services Director Tim Lutz of Sacramento County to Kathleen Ruck of HRSA offering availability. CC Alison Wilson and Angela Galloway with HRSA.
4/25/2024	Email from Andrew Mendonsa of Sacramento County to Kathleen Ruck of HRSA confirming the County's availability for a meeting. CC Alison Wilson and Angela Galloway with HRSA.
4/25/2024	Email from Kathleen Ruck to Andrew Mendonsa setting a meeting for April 30, 2024 to discuss CISs. CC Alison Wilson and Angela Galloway with HRSA.
5/13/2024	<p>Email from Kathleen Ruck to OSV Reviewers (Pat Fairchild, David Gorchoff, and Cecelia Creighton), Andrew Mendonsa, and Sharon Hutchins stating:</p> <p>“Hello! I just wanted to let everyone know that Christie Onoda from our Policy Division will be joining me on site during the OSV next week. Please let me know if you have any questions.”</p> <p>CC: Christie Onoda and Melanie Webb with HRSA.</p>
5/13/2024	<p>Email from Andrew Mendonsa to Kathleen Ruck stating:</p> <p>“Hi Kathleen, Thank you for the email and update. I understand the OSV is a specific regulatory exercise outlined in the OSV manual. Given Christie's involvement in our separate CIS discussions and her presence in this meeting along with yourself, should my team prepare to discuss specific topics or areas in more detail?”</p> <p>Response from Kathleen Ruck the same day stating:</p> <p>“Hi – Thank you for your email. We would like to visit one of the Form 5B school-based service sites. I can provide some possibilities to you by Wednesday (school and time to visit). School-based service sites will be part of our larger discussion throughout the OSV. Thank you also for submitting the Request for Information. Please let me know if you have any additional questions.</p> <p>Thank you, Kathy”</p>
5/16/2024	Email from Andrew Mendonsa to Kathleen Ruck offering school sites HRSA can visit during OSV. These sites were offered up in response to a request by HRSA to tour school sites during OSV.
5/16/2024	Email from Kathleen Ruck to Andrew Mendonsa requesting to tour two (2) sites further away from the main health center site. Kathleen Ruck listed their first and second choices of sites.
5/16/2024	HRSA staff Kathleen Ruck and Christie Onoda visited Ethel Baker School during OSV. County staff Andrew Mendonsa, Sumi Mishra, MD and Dr. Michelle Besse present.
5/17/2024	Email from Andrew Mendonsa to Kathleen ruck confirming two (2) school sites for tour during the OSV.
5/20/2024	Email from Kathleen Ruck to Andrew Mendonsa acknowledging the two sites and discussing the plan around tour times as part of OSV.
6/12/2024	Email from Andrew Mendonsa to Kathleen Ruck requesting a status update given OSV has concluded, and that HRSA specifically visited a school-based site per their request.

HRSA-Sacramento County Communication Timeline Regarding CIS Matter

6/13/2024	<p>Email from Kathleen Ruck to Andrew Mendonsa stating:</p> <p>“Hi Dr. Mendonsa,</p> <p>Thank you for your email. The CIS applications and information learned during the OSV are still under review with BPHC Leadership. I will reach out regarding next steps as soon as I have more information.</p> <p>Thanks, Kathy”</p>
6/21/2024	<p>Email from Andrew Mendonsa to Kathleen Ruck updating HRSA on the status of MOUs and contracts that the County shared with HRSA were in the works and laid out in previous communication (see 1/5 and 1/31 communication).</p>
6/26/2024	<p>Email from Kathleen Ruck to Andrew Mendonsa stating:</p> <p>“Hi Dr. Mendonsa,</p> <p>Thank you for the update. I have forwarded the update to BPHC Leadership. I will reach out when I have more information about next steps.</p> <p>Kathy”</p>

APPROVED

Board of Supervisors

by Reso Nos 2024-0459+
JUN 11 2024 2024-0460

**COUNTY OF SACRAMENTO
CALIFORNIA**

62

By Florence Evans

Clerk of the Board

For the Agenda of:
June 11, 2024

To: Board of Supervisors

Through: David Villanueva, County Executive
Chevon Kothari, Deputy County Executive, Social Services

From: Timothy W. Lutz, Director, Health Services

Subject: Continuous Authorization To Execute Three-Year, Zero-Dollar Memorandums Of Understanding With Local Federally Qualified Health Centers, To Establish A Referral Program For The Sacramento County School-Based Health Center Program; And Continuous Authorization To Execute Three-Year, Three-Party Memorandums Of Understanding With The Sacramento County Office Of Education And School Districts In Sacramento County To Formalize The Provision Of Mental Health Services At School Sites

District(s): All

RECOMMENDED ACTIONS

1. Approve the attached Resolution authorizing the Director of the Department of Health Services (DHS), or designee to:
 - a. Continuously execute three-year, zero-dollar memorandums of understanding (MOUs) with local Federally Qualified Health Centers (FQHCs) and health centers, to formally establish a referral program for medical services to ensure proper continuity of care for patients between the Sacramento County School-Based Health Center (SBHC) program and local health centers. The MOU template is attached (ATT 1).
 - b. Amend these agreements for non-monetary changes, to terminate or to assign these agreements, and to extend the terms as needed.
2. Approve the attached Resolution authorizing the Director of DHS, or designee to:
 - a. Continuously execute three-year, three-party MOUs with Sacramento County Office of Education (SCOE) and school districts in Sacramento County to formalize the assignment of SBHC clinicians to school campuses to provide mental health services to students. The MOU template is attached (ATT 2).
 - b. Amend these agreements for non-monetary changes, to terminate or

Continuous Authorization To Execute Three-Year, Zero-Dollar Memorandums Of Understanding With Local Federally Qualified Health Centers, To Establish A Referral Program For The Sacramento County School-Based Health Center Program; And Continuous Authorization To Execute Three-Year, Three-Party Memorandums Of Understanding With The Sacramento County Office Of Education And School Districts In Sacramento County To Formalize The Provision Of Mental Health Services At School Sites

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to assign these agreements, and to extend the term as needed.

BACKGROUND

DHS's FQHC operates and oversees the School-Based Mental Health program, also referred to as the "Centers of Wellness" program, which addresses child and youth mental health needs. In collaboration with SCOE, the Centers of Wellness utilize behavioral health clinicians employed by SCOE to provide direct mental health services at local school sites in accordance with County policies, procedures, and oversight.

Each time new school sites are added to the SBMH program, the Health Resources and Services Administration (HRSA) must review and approve the sites as satellites of DHS's FQHC. HRSA questioned the structure of the SBMH program, and to address HRSA's concerns, County Counsel and private counsel recommended that DHS make efforts to execute MOUs with local health centers and school districts. These MOUs will formally establish referral programs and explain the role of SBMH on school campuses.

DHS and SCOE prepared two MOUs to reflect the respective roles of DHS, SCOE, health centers located near the SBHC school sites, and County school districts for the operation and management of the SBHC program. DHS reached out to multiple local health centers to formally establish a referral program to ensure proper continuity of physical care for mental health patients seen at schools.

At this time, DHS is in negotiations with:

- Cares Community Health dba One Community Health
- OLE Health dba Communicare OLE
- Community Health Centers of America
- Elica Health Centers
- Health and Life Organization, Inc. (H.A.L.O) dba Sacramento Community Clinic
- Sacramento Native American Health Center, Inc.
- WellSpace Health

Additionally, DHS and SCOE prepared a three-party MOU between the County, SCOE, and various school districts operating Centers of Wellness sites to formalize the working relationship between the three entities. SBHC program staff are working with the following school districts to execute MOUs:

Continuous Authorization To Execute Three-Year, Zero-Dollar Memorandums Of Understanding With Local Federally Qualified Health Centers, To Establish A Referral Program For The Sacramento County School-Based Health Center Program; And Continuous Authorization To Execute Three-Year, Three-Party Memorandums Of Understanding With The Sacramento County Office Of Education And School Districts In Sacramento County To Formalize The Provision Of Mental Health Services At School Sites

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- Arcohe Unified School District
- Center Joint Unified School District
- Folsom Cordova Unified School District
- Galt Joint Union Elementary School District
- Lodi Unified School District
- Natomas Unified School District
- River Delta Unified School District
- Robla Elementary School District
- Sacramento City Unified School District
- San Juan Unified School District
- Twin Rivers Unified School District

The SBHC program anticipates expansion over the next several years. As additional sites are identified, DHS requests the authority to execute MOUs with additional health centers and school districts as applicable.

Copy of MOUs

DHS is working with SCOE, health centers, and school districts to obtain commitments to execute MOUs for the SBHC. Executed MOUs will be available upon request.

71-J Analysis

The MOUs are not subject to Section 71-J of the Sacramento County Charter.

FINANCIAL ANALYSIS

The MOUs are zero-dollar agreements. There is no fiscal impact.

Attachments:

RES 1 – SCOE MOUs with FQHCs

RES 2 – SCOE MOUs with School Districts

ATT 1 - MOU Between DHS and FQHCs

ATT 2 - MOU Between DHS, SCOE, and School Districts

RESOLUTION NO. 2024-0459

CONTINUOUS AUTHORIZATION TO EXECUTE THREE-YEAR, ZERO-DOLLAR MEMORANDUMS OF UNDERSTANDING WITH LOCAL FEDERALLY QUALIFIED HEALTH CENTERS, TO ESTABLISH A REFERRAL PROGRAM FOR THE SACRAMENTO COUNTY SCHOOL-BASED HEALTH CENTER PROGRAM

BE IT RESOLVED that the Director of the Department of Health Services, or designee, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, be and is hereby authorized to continuously execute three-year, zero-dollar memorandums of understanding with local Federally Qualified Health Centers and health centers, to formally establish a referral program for medical services to ensure proper continuity of care for patients between the Sacramento County School-Based Health Center program and local health centers, and to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the Director of the Department of Health Services, or designee, is authorized to amend these agreements for non-monetary changes, to terminate or to assign these agreements, and to extend the terms as needed.

Continuous Authorization To Execute Three-Year, Zero-Dollar Memorandums Of Understanding With Local Federally Qualified Health Centers, To Establish A Referral Program For The Sacramento County School-Based Health Center Program
Page 2

On a motion by Supervisor Desmond, seconded by Supervisor Hume, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 11th day of June, 2024, by the following vote, to wit:

AYES: Supervisors Desmond, Frost, Hume, Kennedy

NOES: None

ABSENT: Supervisors Serna

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST: *Florence Evans*
Clerk, Board of Supervisors

Pat O'Rourke

Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

JUN 11 2024

BY *Florence Evans*
Clerk of the Board

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on June 11, 2024

By: *[Signature]*
Deputy Clerk, Board of Supervisors

RESOLUTION NO. 2024-0460

CONTINUOUS AUTHORIZATION TO EXECUTE THREE-YEAR, THREE-PARTY MEMORANDUMS OF UNDERSTANDING WITH THE SACRAMENTO COUNTY OFFICE OF EDUCATION AND SCHOOL DISTRICTS IN SACRAMENTO COUNTY TO FORMALIZE THE PROVISION OF MENTAL HEALTH SERVICES AT SCHOOL SITES

BE IT RESOLVED that the Director of the Department of Health Services, or designee, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, be and is hereby authorized to continuously execute three-year, three-party Memorandums Of Understanding with Sacramento County Office of Education and school districts in Sacramento County to formalize the assignment of School-Based Health Center clinicians to school campuses to provide mental health services to students, and to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the Director of the Department of Health Services, or designee, is authorized to amend these agreements for non-monetary changes, to terminate or to assign these agreements, and to extend the terms as needed.

Continuous Authorization To Execute Three-Year, Three-Party Memorandums of Understanding With The Sacramento County Office Of Education And School Districts In Sacramento County To Formalize The Provision Of Mental Health Services At School Sites
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On a motion by Supervisor Desmond, seconded by Supervisor Hume, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 11th day of June, 2024, by the following vote, to wit:

AYES: Supervisors Desmond, Frost, Hume, Kennedy

NOES: None

ABSENT: Supervisors Serna

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST: *Florence Evans*
Clerk, Board of Supervisors

Pat O'Rourke

Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

JUN 11 2024

BY *Florence Evans*
Clerk of the Board

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on June 11, 2024

[Signature]

DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into by and between Sacramento County Department of Health Services ("SCDHS") and Provider ("Provider") (individually, the "Party" and collectively, the "Parties") to set forth the objectives, understandings and agreements between the Parties with respect to Provider's provision of [describe services, e.g., primary care, dental, OB-GYN,] ("Services") on an as-needed referral basis.

WHEREAS, SCDHS operates a federally qualified health center ("FQHC") that receives grant support pursuant to Section 330 of the Public Health Service Act under the administration of the United States Department of Health and Human Services ("DHSS") Health Resources and Services Administration ("HRSA"), to provide, or arrange the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to the underserved and vulnerable populations residing in Sacramento County, regardless of the individual's or family's ability to pay for such services; and

WHEREAS, SCDHS has established a school-based health center ("SBHC") program providing behavioral health services at schools throughout Sacramento County and desires to arrange for the provision of additional health services for the children and families served by the SBHC to ensure access to such services; and

WHEREAS, Provider is also an FQHC that provides Services to residents of its service area within and around Sacramento County, including its uninsured, underinsured and other vulnerable populations; and

WHEREAS, SCDHS and Provider wish to collaborate to enhance the accessibility and provision of the Services to the underserved and vulnerable populations served by the SBHCs;

NOW THEREFORE, the Parties hereby agree as follows:

I. Scope of Services Offered by Provider

(a) Provider will make available Services, including related and follow-up care, to patients referred to Provider by SCDHS, its employees, and/or contractors. Provider will furnish all services hereunder consistent in accordance with the highest standard of care, and in the same professional manner and pursuant to the same professional standards as are generally provided to Provider's patients.

(b) SCDHS and Provider will develop protocols to assist patients referred by SCDHS to Provider in making timely and appropriate appointments for the provision of Services.

(c) Provider agrees to accept all patients referred to it by SCDHS, regardless of the individual's or family's ability to pay, subject to Provider's capacity and/or other limitations

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as applied to all individuals seeking services (as determined in the sole discretion of Provider).

(1) Notwithstanding the above, SCDHS agrees that Provider is not required to provide services to any patient who has a history of breaking appointments or who has behaved in a disruptive or grossly discourteous manner toward Provider's staff or other patients.

(2) Provider agrees to promptly inform SCDHS if it ceases to offer Services to any referred patient, and the reasons for doing so.

(e) SCDHS and Provider agree to mutually develop protocols by which referrals from SCDHS to Provider are made and managed, including the ability to track the services received by referred patients, and to develop methods to share records and other clinical notes, including written diagnosis and specific recommendations, necessary for each Party to furnish appropriate follow-up care to patients.

(f) Patients receiving Services from Provider shall be considered patients of Provider. Provider shall be responsible for billing and collecting all payments from appropriate third party payors, funding sources, and, as applicable, patients, for any and all professional services rendered by Provider pursuant to this MOU, observing its customary FQHC billing, collection and Sliding Fee Discount Program policies.

II. Assurance of Patient and Clinician Choice. Provider and SCDHS are entering into this MOU for the purpose of improving access to and availability of Services to patients of the SBHCs. To effectuate this goal, the commitments made between Provider and SCDHS are predicated upon certain principles which will be observed by each during the term of this MOU:

(a) Patient choice will be honored and each patient will have the freedom to choose (and/or request referral to) his or her own provider of services, subject to any valid restriction(s) imposed by participation in a managed care plan.

(b) Neither Provider nor SCDHS shall impede the independent clinical judgment of health professionals providing Services pursuant to this MOU, nor will either Party attempt to influence the judgment of those providers with respect to the provision of clinical services.

(c) All health care professionals employed by or under contract with either SCDHS or Provider shall retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer patients to any and all provider(s) that best meet the needs of such patients.

(d) Nothing in this MOU is intended to require or provide payment or benefit to any health profession or Party for health care referrals. Neither SCDHS nor Provider shall: (1) require or encourage their health and health-related professionals to refer patients to one another (or to any other entity or person), (2) track such referrals for purposes relating to setting the compensation of their professionals or influencing their choice, or (3) compensate their professionals (including, without limitation, compensation included in their base salaries and any bonuses paid to them) in a manner that relates to the volume or value of such referrals.

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Neither SCDHS nor Provider shall compensate its health and health-related professionals in a manner that takes into account any referral patterns between the Parties.

(e) Each Party retains the authority to contract with other parties if, and to the extent that, such Party determines that such contracts are necessary to assure appropriate collaboration with other local providers, to enhance patient freedom of choice, and/or to enhance the accessibility, availability, quality and comprehensiveness of care.

III. Professional Assurances. Provider represents that, during the term of this MOU, Provider and its health professionals providing Services hereunder are:

- (a) Duly licensed, certified and/or otherwise qualified to provide services hereunder, with appropriate training, education and experience in his or her particular field;
- (b) Credentialed in accordance with Provider's credentialing process, and deemed fit and competent to provide Services, as assessed through Provider's privileging process;
- (c) Insured in accordance with Section IV of this MOU;
- (d) Eligible to participate in the Medicaid and, as applicable, Medicare programs; and
- (f) Deliver services in accordance with all relevant Federal, State and local laws and regulations, including, but not limited to, non-discrimination laws.

IV. Insurance, Liability

- (a) Each party shall obtain and maintain throughout the term of this MOU, comprehensive general liability insurance in an amount consistent with prevailing standards, Workers Compensation Insurance, and Disability Insurance in the amount required by law.
- (b) Each party, at its own expense, shall maintain commercial professional liability insurance coverage sufficient to cover the acts or omissions in the normal course of providing the services hereunder. In no event shall such coverage at any time be less than One Million Dollars (\$1,000,000.00) each incident and Three Million Dollars (\$3,000,000.00) in aggregate. If either party's professional liability insurance is written in a "claims made", as opposed to an "occurrence" form, such Party agrees to purchase or otherwise make arrangements for a "tail" or extended disclosure period policy for all activities so insured during the course of this MOU. In lieu of the commercial professional liability insurance specified, either Party, at its option, may provide assurance to the other Party that such Party and its health care personnel have Federal Tort Claims Act coverage (which is an occurrence-based coverage) for professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing health services to such Party's patients.
- (b) Provider shall be solely liable for all Services provided by Provider and its health professionals pursuant to this MOU.

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(c) Each Party acknowledges that it is prohibited from contracting with a person or entity that has been excluded from a federal health care program. As of the Effective Date of this Agreement, each Party represents and warrants that it is not excluded, voluntarily or by law, from participation in a federal or state health care program under 42 USC § 1320a-7, nor is any individual providing the Services so excluded. Each Party agrees that if it, or an employee who provides Services under this Agreement, becomes excluded from a federal or state health care program that it will promptly notify the other Party.

V. **Term and Termination.** The term of this MOU shall commence on _____ (the "Effective Date") and continue through _____ unless sooner terminated as follows:

(a) Either Party may terminate this MOU without cause upon sixty (60) days prior written notice to the other Party.

(b) This MOU may be terminated, in whole or in part, at any time upon the mutual agreement of the Parties.

(c) This MOU may be terminated for cause upon written notice by either Party. "Cause" shall include, but is not limited to, the following:

1. A material breach of any term of this MOU, subject to a thirty (30) day opportunity to cure and a failure to cure by the end of the thirty (30) day period;
2. The loss of required insurance by either Party; and
3. The loss or suspension of any license or other authorization to do business necessary for either Party to perform services under this MOU.

VI. **Patient Records**

(a) Provider shall establish and maintain patient records relating to the diagnosis and treatment of patients served by Provider. The Parties agree that Provider shall retain ownership of all such patient records.

(b) The Parties agree to cooperate in developing a method by which records and other clinical notes can be shared between the Parties, in accordance with all applicable Federal and State laws and regulations and the policies and procedures of each Party, which may include, but is not limited to, SCDHS's reasonable access to the patient records developed by Provider, subject to the requirements of the HIPAA Privacy Rule and as may be required by California and federal law.

VII. **Mutual Confidentiality.** Each Party acknowledges that it is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) and agrees to comply with all applicable federal, state and local laws, rules and regulations governing the confidentiality of medical records and other protected health information ("PHI") of referred patients. Each Party and its personnel shall be trained in and comply with the confidentiality and disclosure

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requirements of federal, state and local statutes and regulations. Neither Party shall use or disclose PHI other than as permitted or required by this MOU for the proper performance of its duties and responsibilities hereunder. Each Party shall (i) use appropriate safeguards to prevent the unauthorized use or disclosure of PHI, and (ii) notify the other Party immediately in the event that the Party becomes aware of any use or disclosure of PHI which violates the terms and conditions of this MOU or applicable federal or state law. This provision shall survive the termination of this MOU.

VIII. Notices. Any and all notices, designations, consents, offers, acceptances or other communication required to be given under this MOU shall be in writing, and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses

If addressed to Provider:

If addressed to SCDHS:

Sacramento County Department of Health Services
 Attn: Division Manager
 4600 Broadway
 Sacramento, CA 95820

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

IX. Relationship of the Parties. SCDHS and Provider are, and shall remain, separate and independent entities. None of the provisions of this MOU are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. Except as otherwise provided herein, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.

X. Modification, Waiver. This MOU may not be modified, amended, discharged or waived, in whole or in part, without the express written consent of both Parties.

XI. Assignment. This MOU may not be assigned, delegated, or transferred by either Party without the express prior written consent and authorization of the other Party.

XII. Governing Law, Entire Agreement

(a) This MOU shall be construed in accordance with the laws of the State of California, as well as all applicable federal laws, regulations, and policies.

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(b) This MOU represents the complete understanding of the Parties with respect to the subject matter herein and, as such, supersedes any and all prior agreements or understandings between the Parties, whether oral or written, relating to such subject matter. No such other agreements or understandings may be enforced by either Party, nor may they be employed for interpretation purposes, in any dispute involving this MOU.

IN WITNESS WHEREOF, SCDHS and Provider, through their duly authorized agents, have caused this MOU to be executed and delivered.

Sacramento County Department of Health Services

By:

Date: _____

PROVIDER

By: _____
Title

Date: _____

MEMORANDUM OF UNDERSTANDING
Agreement # _____ -SCSBMH

This Memorandum of Understanding (MOU) is made and entered into by and between the **County of Sacramento Department of Health Services (SCDHS), Sacramento County Office of Education (SCOE)**, and _____ **(District)** (collectively "the Parties") for the placement and integration of mental health clinicians at District schools approved as satellite sites of SCDHS by the federal Health Resources and Services Administration (HRSA) (hereinafter, the "Placement Sites") as part of SCDHS's School-Based Health Center (SBHC) operations.

With the specific and mutual goals of strengthening the multi-tiered system of support in District schools and increasing student's access to mental health services by placing health professionals at school sites, the Parties agree to enter into this partnership.

THEREFORE, IT IS MUTUALLY AGREED THAT:

A. Purpose

The Parties are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest in the implementation of the SCDHS school-based health center (SBHC) program and other work being done by SCDHS, SCOE, and District to provide a comprehensive, multi-tiered system of support to youth in District schools (hereinafter "Centers of Wellness" program). The comprehensive system of support provides mental health services to students at school and helps connect students and families with physical care and behavioral support resources available through managed care plans, the County of Sacramento, and other community resources. The services provided through this MOU supplement and do not supplant other services provided through funding from the Department of Health Care Services' (DHCS) CalHOPE Student Support Project, All Payor Fee Schedule, and the Student Behavioral Health Incentive Program (SBHIP).

The Parties are also committed to creating a Career Pipeline to encourage more individuals to enter into a school-based mental health and wellness career by creating a pathway. The Parties will support the Career Pipeline by providing an opportunity for health professionals and other support staff to serve District students while practicing in District's schools.

Services hereunder may be modified to comply with any public health orders and guidelines, including the provision of services through a virtual format when possible.

B. Term and Contingencies

1. Once signed by all Parties, this MOU is in effect from July 1, 2023 through June 30, 2024. It will automatically renew for one year increments until June 30, 2027, unless a party gives written notice to the other Parties by March 31 of its desire to terminate the MOU at the end of the then-current fiscal year.
2. This MOU is contingent upon the full execution of SCOE's contract with SCDHS for School Based Mental Health clinicians, including subsequent renewals of the contract, (hereinafter, the "SBMH Contract") and SCDHS's receipt of funding for this project. This MOU will be terminated or modified upon SCDHS or SCOE receiving notice that its funding for the project will be reduced or eliminated, or if SCDHS or SCOE notify District that the SBMH Contract is terminated and will not be renewed.

3. This MOU is also contingent upon HRSA approving the Placement Site(s) (in B.2.). This MOU will be terminated or modified if HRSA declines to approve the site(s) or terminates prior approval of a Placement Site. It will be automatically terminated if SCDHS loses its designation as a Federally Qualified Health Center.

C. Key Aspects for the Provision of Services at the Placement Sites:

1. The designated Director of School-Based Mental Health and Wellness will serve as the primary contact for SCDHS and SCOE regarding Placement Site activities. District's ---- will serve as the primary contact for District (the "District Representative"). The principal of each Placement Site will be the representative for the Placement Site (the "Placement Site Representative"). If District staff (including Placement Site school staff) have concerns regarding a Placement Site's activities, or any Clinician or Staff (as defined below) providing services at a Placement Site, the District or Placement Site Representative will direct such concerns to the attention of the Director of School-Based Mental Health and Wellness, who will inform SCDHS's Director of Clinical Services. Collectively, these individuals will cooperate with District to evaluate the raised concern(s) and determine the best approach for remediation/resolution.
2. District will instruct each Placement Site to provide a designated space for the Clinicians and Staff (as defined below) to work and meet with students and families and provide the professional and related support services contemplated herein. The Placement Site space will accommodate uninterrupted, confidential sessions and internet accessibility.
3. In accordance with the SBMH Contract, a licensed mental health clinician or associate clinician (Clinician) will be placed at mutually agreed District school(s) (i.e., the Placement Sites). Clinician(s) will work at the Placement Site to provide services while school is in session in accordance with the District's calendar. Approximately 60 percent of a Clinician's time will be spent providing direct mental health service to students and families. In addition to direct counseling with students and/or families, the Clinicians will help to design and/or implement school-wide multi-tiered systems of support to address the school climate and needs of the Placement Sites. This will include providing Tier 1 and Tier 2 support services; providing or overseeing student check-ins and supports; trainings; professional development of school site staff; and providing referrals and other linkages to support services, primary health care, and other health services available from third party providers throughout Sacramento County.
4. Additional staff ("Staff") will provide Placement Site support to assist with family communications and advocacy, the SCDHS's patient registration and financial eligibility/discount processes (as set forth in the SBMH Contract), linkages to additional services and coordination of care for physical health care, and other tasks furthering the objectives of the SBHC program. This Staff will be directly provided and arranged by SCOE and may include:

- a. Peer Mentors or Coaches – to assist with providing universal and targeted intervention for students. Peer Mentors/Coaches will provide outreach and engagement for students, caregivers, and the school community to support the mental health outcomes for students. Peer Mentors will work as a part of the Coordination of Services Team (COST, described in section 8 below).
 - b. Family and Community Health System Navigators – will support students and families in linking and navigating systems of care and coordinating overall health care and educational services for students and families. Family and community navigators will be integral members of COST teams and will facilitate a comprehensive strategy for outreach and enrollment in Medi-Cal or other potential payors and identifying provider options to critical health care services.
 - c. Graduate Clinical Interns – will provide support in the areas of mental health and social and emotional development for students, caregivers, and the school community. Graduate Clinical Interns are integral members of the COST team and will, under the supervision and oversight of the Clinicians, assist in monitoring caseload to manage mental health and wellness services for students. All Clinicians and Staff will, as applicable, be credentialed in accordance with SCDHS/SCOE's credentialing processes, and be deemed fit and competent to provide services, as assessed through SCDHS/SCOE's privileging processes.
5. Clinicians and other Staff will adhere to all established District/Placement site policies and procedures to the extent possible when they are not in conflict with SCDHS policies and procedures. District will provide copies of such policies and procedures to SCDHS and SCOE, as well as any relevant training tools related to such policies and procedures so the Clinicians and Staff can be properly educated regarding such District policies.
6. All Clinicians or Staff assigned to provide services at the Placement Sites directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. They shall have undergone the background check required in § 45125(b) and (c), including response by the Department of Justice (DOJ), before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code § 45125.1, SCOE shall provide a complete list to the District of all Clinicians, Staff or other employees cleared by the DOJ who will provide services under this MOU and shall certify in writing to the District that SCOE has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in § 45122.1 or that they have been advised of any such arrest by the DOJ.

SCOE shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to § 45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ,

SCOE shall immediately prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in § 45122.1 or the notification has been withdrawn by DOJ.

SCOE further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code § 11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

7. Partner with UC Berkeley to establish data analysis tools to evaluate the impact of services provided through the Centers of Wellness. The Parties will reasonably participate in data analysis related to the Placement Site's operations conducted by UC Berkeley that is consistent with federal and state laws. SCOE will facilitate communications between SCDHS, District, and UC Berkeley to the extent necessary.
8. District staff at the Placement Sites will be expected to provide reasonable assistance and opportunity for Clinicians and Staff to assist in developing/participating in school-wide multi-tiered systems of support to address the mental health climate and needs of the Placement Site. This includes promoting the activities of the COST teams, including:
 - a. Developing and implementing individualized service plans for students in collaboration with Participating Site administrators. If no COST Team currently exists at a Placement Site, District and Placement Site staff will facilitate the establishment of a COST Team at a Placement Site and the education of school staff regarding the existence and purpose of its operations.
 - b. Assist Clinicians, Staff, or other relevant SCDHS personnel in communicating with parents/guardians to the extent necessary.
9. Upon reasonable request, District will provide documentation needed by either SCOE or SCDHS for SBHC-related reporting, funding, and evaluation requirements, including measures of success (aggregate attendance, suspensions, graduation rates).
10. The Parties will ensure that a systematic approach to Social Emotional Learning (SEL) is present at school.

D. Confidentiality

The Parties agree to comply with confidentiality laws related to educational and mental health services record, including the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as well as any other federal or state laws that may protect student health or educational records. All Placement Site student health information generated will be exclusively maintained in SCDHS's electronic health record (EHR) system and will be governed by HIPAA. SCOE will inform District/Placement Sites staff

regarding SCDHC's established policies and procedures on HIPAA and relevant California laws to safeguard the confidentiality of the information in the mental health records.

1. Student education records are protected by FERPA and corresponding California laws. The Clinicians and Staff placed at the Placement Sites will be deemed to be school officials under FERPA and may have access to those educational records in which they have a legitimate educational interest. A Clinician and Staff will be deemed to have a legitimate educational interest in records that contain information necessary for the performance of their professional duties. District is responsible for providing annual notice to parents regarding who constitutes "school officials" as required by FERPA (34 C.F.R. § 99.7.)
 - a. The education records will continue to be maintained under the direct control of the Placement Site(s).
 - i. Placement Sites will designate a point person or persons for the Clinician to contact regarding obtaining access to the records.
 - ii. To avoid inadvertent disclosure of HIPAA protected health information, the Clinician shall not intermingle patient educational records with mental health treatment records.
 - b. SCOE and SCDHS will not redisclose the personally identifiable information from the education records, unless SCOE or SCDHS obtains parent or student consent (when a student is 18 years of age), or such redisclosure is otherwise authorized by FERPA.

2. The Parties will also comply with the following:

- a. The Parties are subject to, and agree to comply and require their employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - i. All applications and records concerning an individual made or kept by SCOE, SCDHS, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - ii. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by SCOE or District to third parties without SCDHS's consent or the consent of the applicant/recipient.
- b. SCOE, SCDHS, and District agree to inform all of their employees, agents, subcontractors and partners of the above provisions and that knowing and

intentional violation of the provisions of said state and federal laws is a misdemeanor.

- c. SCOE, SCDHS, and District are subject to, and agree to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations with regard to the health services provided pursuant to this MOU.

E. Employment Status

Clinicians are employees of SCOE. SCOE will be responsible for any employment-related costs for the Clinician(s) and other Staff (i.e., salary and benefits) assigned to the Placement Sites. Notwithstanding the foregoing, District will be responsible for facility-related expenses related to the placement of the Clinician(s) and other Staff at District site(s).

F. General Terms

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the Parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the Parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents. As employees of SCOE, Clinicians working in the Centers for Wellness are not entitled to District or SCDHS employment benefits.
3. Record Retention and Review. SCOE and SCDHS, or their agents, as well as the Comptroller General of the United States (or other Federal or State governmental agency representative) shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU. Each Party agrees to maintain such records for possible audit for a minimum of five years, unless a longer period of records retention is stipulated or required by law. If an audit, litigation, or other action involving the records is stated before the end of the five-year period, each Party agrees to maintain the records until the end of the five-year period or until the audit, litigation, or other action is completed, whichever is later.
4. Nondiscrimination. The Parties will not discriminate against or harass any employee, employment applicant, or recipient of services based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and

regulations. The Parties will comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

- 5. Insurance. The Parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence, \$4,000,000 aggregate. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement. SCOE and SCDHS shall retain professional liability coverage for the Placement Site activities as set forth in the SBMH Contract.
- 6. Force Majeure. No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or all parties to perform its obligations under this MOU, in whole or in part.
- 7. Entire Agreement. This MOU constitutes the entire agreement and understanding of the Parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all Parties.
- 8. Execution. The undersigned represent that they are authorized to sign on behalf of their party entity. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education

Brent Malicote, Assistant Superintendent, Educational Services

 District
[insert name and title]

Signature

Date

Signature

Date

County of Sacramento, Sacramento County Health Center

Noel Vargas, Deputy Director

Signature

Date

**Sacramento County Department of Health Services
Health Center Co-Applicant Board (CAB) AGENDA**

Friday, July 19, 2024, 9:30 a.m.- 11:30 a.m.

CAB Meeting Minutes

4600 Broadway, Community Room 2020, Sacramento, CA

Agenda materials can be found at

<https://dhs.saccounty.net/PRI/Pages/Health%20Center/Co-Applicant%20Board/County-Health-Center-Co-Applicant-Board.aspx>

The CAB was held in person at 4600 Broadway, Room 2020. Room 2020 is open to the public.

- No Board member attended via teleconference.

CALL TO ORDER (9:30 AM)

Opening Remarks and Introductions – *Suhmer Fryer, Chair*

a. Roll Call and Welcome

PRESENT

Laurine Bohamera – Vice Chair	Corrie Brite – County Legal
Elise Bluemel - Member	Stephanie Hofer - Staff
Eunice Bridges - Member	Cortney Hunley - Staff
Suhmer Fryer - Chair	Dr. Sharon Hutchins - Staff
Vince Gallo - Member	Dr. Andrew Mendonsa - Director
Nicole Miller - Member	Dr. Sumi Mishra - Medical Director
Rickie Townsend - Member	Nicole Reyes-Schultz
Jan Winbigler - Member	Mrs. Bridges – Public
Robyn Alongi - Staff	
Dr. Michelle Besse - Staff	

b. Brief Announcements

Elise Bluemel must leave early and requested that CAB vote on items before 11 am.

INFORMATION ITEMS (9:35 AM)

1. Correspondence - County Leadership

- Areta Guthrey submitted her resignation from CAB.
- CAB still has a good balance of consumer to community members.

2. Review of Proposed CAB Bylaws Changes - Dr. Hutchins / Marcie Zakheim

- Dr. Hutchins said outside counsel is still reviewing the bylaws and the CAB agreement.

- Dr. Mendonsa said the items are moving forward. CAB will vote on them, and then they will go to the Board of Supervisors (BOS). We have a date and need to be sure CAB has voted on the items by the deadline to submit them to the BOS. We must submit them to HRSA within the 60-90-day window for corrections from the operational site visit.
- Corrie Brite added that CAB needs to have 14 days of notice before voting on these items. CAB members must meet in person to vote.

3. Budget Update - Stephanie Hofer

- We are presenting more detailed information on grants per CAB's request. The grant budget document is in the meeting packet.
- Elise Bluemel reminded members that HRSA requires proof, via meeting minutes, that CAB has reviewed documents.
- Stephanie said staff can present more detailed clinic information quarterly.
- CAB reviewed the budget. Stephanie detailed expenditures and revenue.
- SCHC will draw approximately \$2M from the general fund, less than we budgeted.
- Laurine asked about SCOE contract. The detailed report looked like we are overspent in the other professional services.
 - Stephanie said that we used registry staff, which includes all costs in that category. We assume we have funding to pay for registry staff because we have vacancies for permanent staff.
- Laurine asked staff to highlight the issues that CAB is particularly interested in and come prepared to talk in detail, particularly SCOE and the HIV grant refugee. CAB would like to receive reports on these at future meetings.
- Dr. Hutchins explained most spending on the HRSA homeless grant is on personnel. We drew those funds down early in the year, so CAB will not see month-to-month changes.
 - ARPA funds: we finally received HRSA approval for renovations to be paid for with ARPA funds. We placed orders and will order again in August. We spend funds, allocate them, and draw them down (reimburse ourselves).
 - HIV grant: Staff have been implementing grant activities.
 - Refugee: Supervisors have transitioned. We requested a grant extension. Between October and June, we were in arrears, but we are now caught up.

- County ARPA projects are only allocated through December 2024. Funds for clinic staff will be expended. H18 is telehealth equipment. We purchased tablets at the end of June. We have some funding left and are working to identify what we want to spend it on.
- HIT is funding for staff, and we have identified staff to claim on that grant.
- Bridge grant funding was used to purchase COVID vaccinations and has been spent.

4. HIV Updates – Dr. Besse

- An Ending the HIV Epidemic handout was included in the meeting packet.
- We are developing a media campaign.
- Dr. Mishra educated CAB on PEP and PrEP HIV medications and their purpose. Changes to the EMR have made it easier for providers to order these medications.
- Providers received training on the medications and how to use them. Funding through a separate federal grant pays for HIV staff training.
- SCHC is considering offering PEP and PrEP in homeless encampments.

5. Project Director Report – Dr. Mendonsa

- SCHC is affected by the global IT outage but has had no impact on patient care. Pharmacy is effected, and Quest is down to one draw station.
- HRSA audit: We submitted the first round of responses to the issues raised during the audit. However, outstanding items remain, including the SFD and patient billing, CAB bylaws, and the CAB agreement. These will be submitted within our 90-day window.
- Access to care continues to be a concern. We have been working with UCD and our QI team to decrease no-show rates, which are between 15% and 30%. Each no-show costs \$423. We are forming a work group.
- Dr. Mishra is retiring at the end of the year. We have started a nationwide search. We will interview two candidates soon.
- Dr. Hutchins said we are looking for different solutions for access issues. HealthNet asked SCHC to participate in a program that allows us to utilize Community Health Workers (CHW) as contractors paid directly by HealthNet. We can have CHWs onsite and/or they can work remotely to help our patients schedule internal or external appointments and connect to services to address social determinants of health. We have asked

about the languages and experience of the CHW so we can place them in activities that best fit their skills and our needs.

- We continue to make improvements in the Referrals department.
- CA Dept of Public Health Refugee - 5,300 refugees were served in 2023. The state asked us to take 10,000 this year and we have agreed.
- SCOE program is still in limbo. We have outside counsel trying to communicate with HRSA to move it forward.
 - Ricki asked Dr. Mendonsa to elaborate.
 - Dr. Mendonsa said it is a partnership between the County and the Sacramento County Office of Education. They have about 300 sites and would like to provide mental health services at all sites. We provide funding and oversight; they provide clinicians. We have 17 sites operational. HRSA has questioned whether SCHC is running mental health services at school sites. They brought staff to the OSV who visited a SCOE site.
- The HIPAA Audit happened yesterday. The audit has three parts: the survey, walk-through, and chart audits. Dr. Hutchins said there is an extensive questionnaire about how we handle issues. We also had a walk-through. They look to ensure that we have the correct HIPAA paperwork from patients to allow document sharing and that we only share documents with those designated by the patient. They will come back later in the year to review radiology. The refugee audit will happen in 2025. We expect a good report from the audit yesterday.

6. Medical Director Report – Dr. Mishra

- Dr. Mishra is retiring and moving out of the Country.
- Staff recruitment: a nurse practitioner trained at SCHC may accept the position.
- We are hiring two physician assistants who trained at SCHC to help with refugees.

7. CAB Goals – Dr. Besse

- Would CAB like to do something in appreciation of the work Dr. Mishra and Dr. Hutchins have done for the CAB?
 - The executive committee will organize this and include Eunice Bridges.
- We are working to increase membership and expect a consumer application next week.

INFORMATION/ACTION ITEMS¹ (9:55 AM)

BUSINESS ITEM I.

June 21, 2024, CAB Meeting Minutes

Recommended Action: Motion to Approve the drafted June 21, 2024, Meeting Minutes

- Jan Winbigler asked Corrie if the minutes must be complete. Not all the business is included, and the level of detail has decreased. For example, CAB made a report about assignments, which was left off the minutes.
- Staff let Jan know that items were discussed and included in the special meeting minutes on July 1.
- Corrie said we can go back and revise minutes if needed. The minutes should be inclusive.
 - Jan said she is happy with the response and does not need the minutes to be revised.
- Typos in the minutes were noted and will be corrected.
- Vince Gallo motioned to approve business item I, June 21, 2024, CAB meeting minutes.
- Elise Bluemel seconded the motion to approve business item I, June 21, 2024, CAB meeting minutes.
 - **YES VOTES**
Elise Bluemel, Laurine Bohamera, Eunice Bridges, Suhmer Fryer, Nicole Miller, Ricki Townsend, and Jan Winbigler.
 - **NO VOTES** - None

BUSINESS ITEM II.

July 1, 2024, CAB Special Meeting Minutes

Recommended Action: Motion to Approve the drafted July 1, 2024, Special Meeting Minutes

- Jan Winbigler motioned to approve business item II, July 1, 2024, CAB Special Meeting Minutes.
- Ricki Townsend seconded the motion to approve business item II, the July 1, 2024, CAB Special Meeting Minutes.
 - **YES VOTES**

¹ Time estimate: 5-10 minutes per item, unless otherwise noted

Elise Bluemel, Laurine Bohamera, Eunice Bridges, Suhmer Fryer, Nicole Miller, Ricki Townsend, and Jan Winbigler.

- **NO VOTES** – None

PUBLIC COMMENT (10:20 AM)

Anyone may appear at the CAB meeting to provide public comment regarding any item on the agenda or regarding any matter that is within CAB's subject matter jurisdiction. The Board may not take action on any item not on the agenda except as authorized by Government Code section 54954.2.

- No public comments were made.

CLOSED SESSION

None

MEETING ADJOURNED

The meeting adjourned at 11:11 am.

**Sacramento County Department of Health Services
Health Center Co-Applicant Board (CAB) Special Meeting**

Monday, July 1, 2024, 9:30 a.m.

Meeting Minutes

4600 Broadway, Community Room 2020, Sacramento, CA

Meeting Attendees

CAB Members: Jan Winbigler, Elise Bluemel, Vince Gallo, Eunice Bridges, Laurine Bohamera, Ricki Townsend

SCHC Leadership: Dr. Andrew Mendonsa, Dr. Michelle Besse, Dr. Sumi Mishra, Dr. Sharon Hutchins

SCHC Staff: Cortney Hunley

Others: Deputy County Counsel Corrie Brite, Deputy County Counsel Julia Jackson

Public Comment

Anyone may appear at the CAB meeting to provide public comment regarding any item on the agenda or regarding any matter that is within CAB's subject matter jurisdiction. Comments are limited to a maximum of two (2) minutes per speaker per agenda item, and individuals are limited to a single comment per agenda item. The Board may not take action on any item not on the agenda except as authorized by Government Code section 54954.2.

- The meeting facilities and virtual meetings are accessible to people with disabilities. Requests for accessible formats, interpreting services or other accommodations may be made through the Disability Compliance Office by calling (916) 874-7642 (CA Relay 711) or email DCO@saccounty.gov as soon as possible prior to the meeting.
- Should the meeting be made available via teleconference platform, public comment may also be made via Teams teleconference by using the raised hand feature. Those joining the meeting via Teams are requested to display their full name.

CALL TO ORDER

Opening Remarks and Introductions – Laurine Bohamera

- Vice-Chair Bohamera took roll.
- Announcements

- i. COI Attestation Needed by 07/02/24: **Laurine Bohamera** reported a typo in the Conflict of Interest form; Dr. Hutchins corrected it.

INFORMATION/DISCUSSION ITEMS

1. **CAB Diversity and Recruitment Priorities**

Dr. Besse explained to CAB that during the Operational Site, the HRSA site reviewers indicated that our CAB patient members do not have the same breadth of demographic characteristics as the populations we serve. For example, all current CAB patient members are women. She indicated that staff want to make sure we are accurately gathering information about the race, ethnicity, gender and other characteristics of our CAB members. Dr. Besse created the form in the handout packet to do so and asked that all CAB consumer members complete it and return it to Cortney after the meeting ends

She explained that this survey will allow staff and CAB to fine-tune the recruitment of new consumer members to represent additional diverse populations.

2. **Review of HRSA Operational Site Visit Corrective Actions Needed**

Dr. Hutchins presented a table summarizing the items for which SCHC was found non-compliant in the preliminary HRSA report. She mentioned that it was nearly identical to the information presented in the Exit Conference in May. She then explained, for each item, what the current status was and which required additional action from the CAB.

Element A under Needs Assessment: Dr. Hutchins submitted to HRSA the 2024 Service Area Analysis and requested that two additional zip codes be added to the Health Center's service area. This item has been approved by HRSA.

Element A under Required and Additional Health Services: Dr. Hutchins indicated that two items were required. The first was to request an update to Form 5A to reflect how SCHC provides each of the HRSA-required and additional service. This first item was submitted to HRSA and has been approved by HRSA. The second part of requires submission of evidence that we are referring our school-based mental health patients to other HRSA-required and additional services. Drs. Mishra and Besse are working on a new template and system to record such linkages in the OCHIN chart. In addition, the Board of Supervisors just approved contracts with other FQHCs in the Sacramento area which will help provide standardized procedures for linking patients who receive mental health services at the school-based sites but whose medical home is not SCHC. More will be presented to CAB about progress at a later date.

Element C of Accessible Locations and Hours of Operations: This item was cited at the exit conference, but was found to be compliant in the preliminary report.

Element C of Sliding Fee Discount Program: The dental sliding fee scale was found to be non-compliant. SCHC staff discussed the finding with our partners at the Sacramento Native American Health Center, with whom we have an agreement to provide preventive dental services to our patients. They indicated that the information they sent to help CAB set the nominal fee was accidentally incorrect. SCHC staff reviewed all dental charges and proposed changes. SCHC staff also proposes that CAB approve a change to the dental sliding fee scale to change the nominal fee for those at or below the federal poverty guideline to \$20 per vision, rather than the \$40 per service that CAB approved in March. This item is on the agenda for a CAB vote later in this meeting.

The other items that require CAB review are Element A and C of Board Authority: For element A, HRSA has indicated that the Co-Applicant Agreement does not designate CAB (governing board) authorities property. External Counsel is working on a proposed revision to the CO-Applicant Agreement that will be presented to CAB on July 19, 2024 (or after) as well as to the Sacramento County Board of Supervisors.

For element C, HRSA indicated that "*The co-applicant board does not receive information by site/location that enables it to evaluate either service utilization patterns or the efficiency/effectiveness for all of its sites.*" Dr. Hutchins indicated that a more detailed report on no shows at all sites will be presented to CAB later during the meeting.

Elements A, B, and C of Board Composition: Dr. Hutchins reported that HRSA found that the Co-Applicant Agreement and Bylaws do not align with HRSA requirements, particularly regarding Board of Supervisors ratification of CAB membership. External Counsel is working on proposed edits to these documents. County Counsel will then review these. After that, the proposed revisions to the documents will be brought to CAB for review and approval, then the Board of Supervisors.

In addition, for element B, policy and procedure document PP-CS-01-03: Co-Applicant Board Conflict of Interest and the Conflict of Interest Attestation form need edits to be compliant. Dr. Hutchins indicated that the proposed revisions will be presented to CAB for a vote later in the meeting.

For element C, the HRSA report indicated "*The co-applicant board currently consists of 10 members, six of whom are patients of the health center. All of the patient members are women, while 57.6% of patients are women; the board does not have any Asian patient representatives, while 33.7% of patients are Asian.*" Dr. Besse discussed this item earlier in the meeting.

Dr. Hutchins deferred discussion of the remaining non-compliant elements to the end of the meeting.

3. 2024 Quarter 1 No Show Report by Health Center Site

Dr. Hutchins explained that the report included in the packet presents a great deal more detail about the percentage of visits for which patients do

not show. This is important because when a patient does not come to a scheduled appointment, not only do they not receive that service, but SCHC may also lose the opportunity to see another patient.

The first table presented no shows for Quarter 1 of 2024 by site. In addition, in the first table, a total was calculated for the school-based sites, since some of them (especially the elementary schools) have small numbers of appointments. Dr. Hutchins reminded attendees that two sites operate mostly on a walk-in basis, rather than with scheduled appointments (SCHC Loaves and Fishes site and the Mobile Medical Center van). Of all sites, the site at Inderkum High School site has the highest percentage of no-shows, followed by the site at Luther Burbank High School. However, several school-based sites experienced zero no-shows.

The second table presented a breakdown of no-show appointments by department at PCC (as well as Homeless and Mobile Services). Patients receiving behavioral health services were the most likely to fail to show for an appointment; within behavioral health services, 60% of patients with telephone appointments in the quarter did not attend their scheduled appointment. The second highest no-show rate was for the Pediatric Department. A Quality Improvement team has been working on this problem. The lowest no-show rate was for Refugee Services. In general, patients who receive services in languages other than English are less likely to fail to show for an appointment than are English-speaking patients.

Dr. Besse added that no shows are a real problem for the Health Center, costing us just under just under 1 million dollars potential revenue this past quarter. If the trend continued, the Health Center could lose \$4 million in revenue per year.

Elise Bluemel asked if SCHC is able to track which specific patients or families no show. Dr. Hutchins responded that we can, and have identified some patients who have had repeated no-shows. As CAB members will remember, the Patient Discharge Policy allows SCHC to discharge a patient from care for repeated no shows. She added that this may make an interesting presentation and discussion for another CAB meeting.

There were no other questions or comments.

INFORMATION/ACTION ITEMS

BUSINESS ITEM I.

Presentation of Proposed Revised Sliding Fee Discount Scale for Preventive Dental Service and Preventive Dental Charges

- a.) *Recommended Action:* Motion to Approve the preventive dental charges and revised preventive dental sliding fee scale

Dr. Hutchins reminded attendees that this item is related to Element C for the Sliding Fee scale. After discussions with our partners at the Sacramento Native American Health Center, and work by SCHC fiscal experts, SCHC is proposing a change in preventive dental charges and a change in the nominal fee for the dental sliding fee scale as shown in the revised Policy and Procedure document.

Vince Gallo made a motion to approve BUSINESS ITEM I: Approve the preventive dental charges and revised preventive dental sliding fee scale.

Jan Winbigler seconded the motion to approve the preventive dental charges and revised preventive dental sliding fee scale.

YES VOTES

- Jan Winbigler, Ricki Townsend, Eunice Bridges, Vince Gallo, Elise Bluemel, and Laurine Bohamera

NO VOTES

-None

The motion carried.

BUSINESS ITEM II.

Revision of PP-CS-01:03: CAB Conflict of Interest and Attached COI Attestation Form to Reflect Correct Eligibility Requirements

a.) *Recommended Action:* Motion to Approve the proposed revision of Policy and Procedure document 01:03: Co-Applicant Board Conflict of Interest.

Elise Bluemel moved to approve BUSINESS ITEM II. Approve the proposed revision of Policy and Procedure document 01:03: Co-Applicant Board Conflict of Interest

Ricki Townsend seconded the motion to approve BUSINESS ITEM II. Approve the proposed revision of Policy and Procedure document 01:03: Co-Applicant Board Conflict of Interest

YES VOTES

- Jan Winbigler, Ricki Townsend, Eunice Bridges, Vince Gallo, Elise Bluemel, and Laurine Bohamera

NO VOTES

-None

The motion carried.

BUSINESS ITEM III.

Primary Care Center and Loaves and Fishes site hours of operation and planned expanded hours for HRSA Expanded Hours grant.

a. *Recommended Action:* Motion to Approve expansion of Primary Care Center and Loaves and Fishes site hours in advance of grant decision by HRSA.

Dr. Hutchins explained that at the previous meeting, CAB approved submission of this grant application. Staff submitted the first phase of the application. Before we can submit the second phase, we want to discuss

with CAB how best to improve access to services by expanding Health Center hours of operations. In addition to this discussion, Dr. Hutchins asked that consumer members of the CAB fill out the attached survey with their personal extended hours preferences. SCHC staff is proposing to expand Primary Care Center site operations to one Saturday per month from 8 AM to 5 PM as well as SCHC Loaves and Fishes site operations on one day per month from 12 PM to 2 PM.

Vince Gallo suggested that for the SCHC Loaves and Fishes Site, hours be added to one day of the last week of the month due to patients having run out of benefits, which brings more patients to Loaves and Fishes for resources.

Dr. Besse suggested the last Wednesday of the month specifically due to staffing

Elise Bluemel highlighted the need for Saturday services at the SCHC for Urgent Care.

Laurine Bohamera made a motion to approve BUSINESS ITEM III. Approve expansion of Primary Care Center and Loaves and Fishes site hours in advance of grant decision by HRSA.

Vince Gallo motions to approve BUSINESS ITEM III. Approve expansion of Primary Care Center and Loaves and Fishes site hours in advance of grant decision by HRSA.

YES VOTES

- Jan Winbigler, Ricki Townsend, Eunice Bridges, Vince Gallo, Elise Bluemel, and Laurine Bohamera

NO VOTES

-None

The motion carried.

PUBLIC COMMENT

No comments were offered.

MEETING ADJOURNED

Vice-Chair Bohamera adjourned the meeting at 10:31AM.