

CO-APPLICANT AGREEMENT BETWEEN

SOLANO COUNTY

AND

SOLANO COUNTY

COMMUNITY HEALTHCARE COUNCIL

1. CO-APPLICANT AGREEMENT

This Agreement is entered into as of November 24, 2015, by and between the County of Solano (County), a political subdivision of the state of California, and the Solano County Community Healthcare Council (Council). This Agreement shall serve as the Co-Applicant Agreement (Agreement) for the purpose of maintaining a co-applicant relationship for the mutual operation of federally qualified health care clinics or centers (FQHC) in accordance with the Public Health Services Act.

2. GOAL

Solano County and the Council (Parties) enter into this Agreement in order to advance the mutual mission to provide accessible primary health care to the homeless, indigent and medically underserved population in the County, to preserve local partnerships that facilitated the establishment of the FQHCs, to define the role of the Parties to this Agreement, and to govern and operate the FQHCs in accordance with applicable laws and policies. Therefore, the Parties mutually agree to the terms and conditions of this Agreement.

3. RECITALS

3.1 ESTABLISHMENT. There is established in Solano County (County) a body which shall be known as the Solano County Community Healthcare Council (Council). The purpose of this Council is to act as the governing board of the health care clinic operations of the County which are designated as Federally Qualified Health Centers pursuant to 42 U.S.C. § 1395x(aa)(3) and/or (4) and Federally Qualified Health Clinics pursuant to 42 U.S.C. § 254b(e) and as more fully described in Policy Information Notice (PIN) 99-09, issued on April 20, 1999, by the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) through its Bureau of Primary Health Care (BPHC) and concerning “Federally Qualified Health Center Entities for Public Entities, and more particularly described in PIN 2003-21, issued August 26, 2003.

3.2 MEMBERSHIP. The Council shall consist of between 10 and 14 members. The Health and Social Services Department Director/FQHC Executive Director shall recommend six (6) consumer members. All members of the Board shall be residents of Solano County and lawful citizens of the United States. No member of the Board shall be an employee or an immediate family member of an employee of the FQHCs or the Health and Social Services Department. However, a member may be an employee of the County. No members shall have a financial interest which would constitute a conflict of interest.

- A. **Consumer Members.** At least 51% of members shall be individuals who are, will be, or have been served by the FQHCs within the last two years and as a group, represent the FQHCs' target population under the Federal grant in terms of factors such as ethnicity, location of residence, race, gender, age, and economic status.
- B. **Community Member.** The remaining members of the Council shall be "community members" who possess expertise in community affairs, finance, legal affairs, or business and are capable of providing expertise in government or in business and leadership. They shall also have a commitment to the population that utilizes the County's FQHCs and the special needs of that population. No more than one half of the community members may receive more than ten percent (10%) of their annual income from the health care industry.
- C. **Term.** With the exception of six randomly selected members of the inaugural Council, the term of each Council member shall be three (3) years.

3.3 Governance. The Council shall have the responsibilities established by County ordinance and as set forth in the by-laws adopted by the Council.

3.4 Conflict of Interest. All members of the Council shall be subject to the same conflict of interest rules and reporting requirements as the Board of Supervisors.

4. LIMITATION OF AUTHORITY. In accordance with the Public Health Services Act requirements, the Board of Supervisors shall maintain the authority to set general fiscal and personnel policies pertaining to the FQHCs including policies related to fiscal management practices, labor relations, and conditions of employment. The Council may not adopt any policy or practice, or take any action which is inconsistent with or which alters the scope of any policy set by the Board of Supervisors on any fiscal or personnel issues.

5. COUNCIL RESPONSIBILITIES

5.1 Approve the selection, annual evaluation, and dismissal/removal of the Executive Director of the FQHC in accordance with County personnel policies.

5.2 Approve the schedule of fees and discounts for services, eligibility for partial payments, and assure that services are available to all people regardless of their ability to pay in accordance with County fiscal policies.

5.3 Approve the annual operating budget in accordance with County fiscal policies.

5.4 Approve healthcare policies regarding the hours of operation and scope/availability of services to be provided by the centers.

5.5 Evaluate the centers' activities, including services utilization patterns, productivity of the centers, patient satisfaction, achievement of project objectives, and development of a process for hearing and resolving grievances.

5.6 Approve applications necessary to establish and maintain the FQHC status and the ongoing operation of the FQHCs.

5.7 Adopt a quality of care audit procedure.

5.8 Ensure compliance with federal, state, and local laws and regulations.

5.9 Adopt, review and revise by-laws as appropriate.


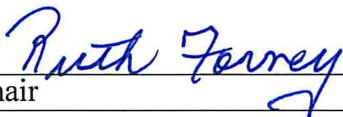
6. COUNTY RESPONSIBILITIES

The County will provide the support and infrastructure services, including clinical and non-clinical staff, in the FQHCs to include a chief medical officer, chief financial officer, health center staffing, accounting, auditing and billing, central scheduling, volunteer services, purchasing, information technology, security, payroll and human resources, building maintenance, medical records and transcription, legal, credentialing, risk management, courier services, and administrative services. The County will provide a Health Services Administrator to serve as the Executive Director subject to the approval and dismissal authority of the Council. All staff shall be subject to the County's personal policies. All financial services shall be subject to the County's financial policies including cost allocation and methodology.


7. TERM

The term of this Co-Applicant Agreement shall be continuous until terminated by either party with or without cause by giving the other party 60 days prior written notice of the intent to terminate. This Agreement may also be amended in writing upon mutual consent of the parties.

Signed By:

Board of Supervisors	
 Erin Hannigan, Chair	<u>11/24/15</u> Date
Solano County Community Healthcare Council	
 Chair	<u>11-18-15</u> Date

APPROVED AS TO FORM:
Dennis Bunting, Solano County Counsel


By: Jo Ann Iwasaki Parker
Deputy County Counsel