



San Joaquin County Clinics Strategic Plan—Part One: Financial Management and Capital Expenditure Needs.

WHO WE ARE:

Mission:

San Joaquin County Clinics is dedicated to a philosophy of providing health services, education, and professional training in an integrated system that values quality in life, family interaction, and respect for both patients and employees. SJCC is committed to the delivery of community-oriented, culturally sensitive, and affordable health care throughout the County.

Vision:

Our community's health and well-being are our highest priority:

- *Involving the entire community*
- *Delivering compassionate and accessible care*
- *Integrating behavioral health and primary care in a patient-centered medical home*

FINANCIAL:

Are our operations financially viable?

The fiscal goal of San Joaquin County Clinics is to maintain an operating margin of between seven (7) and eleven percent to ensure financial viability. SJCC has been successful in reaching this goal since its inception.

How can we ensure the long-term financial stability of our organization?

To ensure its long-term financial stability and sustainable growth, SJCC will continue to maintain and grow its revenues and operational effectiveness by:

- Seeking to improve provider productivity
- Improving quality of care to maximize revenue from value-based payment programs, including quality incentive programs from health plans, California Department of Health Care Services, CMS, and others
- Reaching out to its patient population to ensure all of their health care needs are being addressed
- Expanding access through virtual health services and opening new sites and service lines as appropriate



- Improving operational effectiveness to reduce costs of providing care
- Exploring and pursuing nontraditional and formerly untapped individual and institutional funding opportunities with existing and new partners
- Establishing and monitoring financial and other performance metrics to ensure it is meeting its revenue, expense, and other goals for monitor and control purposes

Do we have effective financial management systems in place to monitor our finances?

To ensure that SJCC is judicious and prudent in the use of the resources with which it is entrusted, it will maintain an effective financial system to monitor and report its finances.

All financial activities will be monitored and accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and reviewed by the CFO, CEO, Board Treasurer, and Board of Directors. SJCC will follow San Joaquin County's policies regarding the control of funds, segregation of duties, purchasing practices, and revenue and expense recognition policies.

SJCC will operate on an accrual basis of accounting and is fully compliant with GAAP. Accounts for all revenue and expense will be uniquely identified and accounted for. Accounting transactions and records of SJCC will conform to GAAP, Federal audit requirements, and HRSA requirements as to accounting practices and controls. An external audit of SJCC financial statements will be performed annually by independent auditors.

The current General Ledger (GL) system being used by SJCC is PeopleSoft. The EHR from Cerner became operational across SJCC in March 2018. SJCC financial information will continue to be tracked and reported in the GL by cost centers. The PeopleSoft package will capture account summary information appropriately from subsidiary systems, including Accounts Receivable, Accounts Payable, Payroll, and Materials Management.

SJCC uses a variety of systems and processes to monitor key performance data. SJGH uses the PeopleSoft GL system to house all necessary summary account information that is ultimately monitored, which includes data feeds from various sub-ledgers (e.g. accounts receivable, accounts payable, payroll, and fixed assets). EPSi is used for budgeting and financial reporting. The PeopleSoft system and EPSi can produce a variety of reports that will allow appropriate monitoring, both standardized reports that are produced automatically out of the system, as well as reports that have been customized. In addition, a variety of reports have been developed for management to track key performance data. SJCC's management and Board will review a complete financial package each month which includes a consolidated SJCC income statement, and income statement by Clinic, as well as a variety of key performance data, such as number of visits, payer mix and revenues per visit.



SJCC uses Cerner for patient account management. This system is used for all aspects of the revenue cycle process, such as registration, charge capture, billing, collecting, and accounts receivable management. SJCC management will review a series of collection and aged Accounts Receivable reports by payer source, account aging, and account activity status. These reports will also track data by visit by payer and by date of service.

Department volume, revenue, and expense information will be tracked by natural classification and department number and stored within the GL. Department revenues are recorded by payer type within each department. Department direct expenses, utilizing its natural classification, are grouped by expense category (i.e. salaries, supplies, etc.).

Capital Expenditure Needs:

Do we have sufficient capital to sustain growth?

SJCC will ensure it has sufficient capital to sustain growth through:

- Maintaining and expanding its revenues and reducing costs
- Leveraging its relationships with local, state and national organizations with taxing authority and other funding mechanisms to access additional capital as needed
- Investing in analytics infrastructure to enhance data driven decision-making capacity

San Joaquin County Clinics

Organization Name

Rod Place

Authorized Signatory Name

Chairman of the Board

Authorized Signatory Title

A handwritten signature in black ink, appearing to read "Rod Place", written over a horizontal line.

Authorized Signatory Signature

Date



SJCC Transformation Strategy

Farhan Fadoo, MD
June 25, 2019

SJCC Transformation Strategy

Key Components:

- Focus on core mission
- Focus on fiscal health
- Develop robust administrative capacity that fills current gaps
- Implement a series of operational changes, optimizing service delivery to keep pace with access demands, minimize waste, and drive revenue
- Expand scope of services with HRSA and optimize PPS rates
- Focus on patient engagement and patient experience
- Use technology to drive performance improvement and clinical quality
- Rebrand SJCC as leading health system in the local safety net
- Develop multi-year strategic plan (true north) and execute aggressively



SJCC Reboot

- Focus on core mission
 - Provide wide berth of access for primary care services across multiple entry points in the community
 - Consider elimination of low-yield but high-resource-intensive service lines (e.g. niche grant-funded projects)
 - Diminish population health management portfolio and redeploy resources into clinics starved for support staffing



SJCC Reboot

- Focus on fiscal health
 - Evaluate billing/collections outsource option (niche vendors with deep PPS/FQHC experience)
 - Cultivate healthy working relationships and routine communication workflows between SJCC Finance Director, SJGH CFO, and Office of the SJC CAO
 - Evaluate FTE budget and current assignments to ensure optimal staffing
 - Evaluate legacy contracts, implement sound procurement practices, and eliminate waste
 - Align physician compensation/incentives with SJCC's broader fiscal KPIs
 - Shutter underperforming sites with limited potential for growth



SJCC Reboot

- Build administrative capacity
 - COO: standardize operations management across all SJCC sites
 - Compliance: Create single point of accountability for HRSA compliance, EHB management, UDS/annual recertification
 - Quality: HEDIS/UDS/waiver and supplemental funding initiatives
 - Marketing/Outreach/BizDev/Community Engagement
 - Strategic planning
 - Corporate/capital projects
 - Sharpen nursing leadership focus
 - Finance director: oversee billing/collections, coding compliance, payer credentialing, procurement/contracting



SJCC Reboot

- Operational improvements
 - Manage productivity actively (real-time, prospectively)
 - Modern, data-driven scheduling approaches
 - Reduce patient no-shows using patient engagement technologies
 - Optimize support staffing ratios, actively working with medical staff leaders to drive consistent provider availability without major swings
 - Complete the transition to centralized scheduling/referrals/refills
 - Manage referral leakage through various strategies



SJCC Reboot

- Expand scope of services and optimize PPS rates
 - Explore changes to hospital-based ambulatory specialty business lines, possibly embedding those specialties that have high-volume primary care connections in SJCC sites
 - Breakdown legacy silos with all pediatrics at CHS and all OBs in HBF/HBC. Pursue a modern PCMH model with FM, IM, Peds, and OB/GYN co-mingled at each SJCC site; consider consolidation of geographically co-located clinics
 - Source directly employed psychiatry/behavioralist staffing to accelerate IBH program
 - Study feasibility of dental, chiropractic, acupuncture, PT, wellness center



Cardiology (Requires HRSA scope change request; represents rate setting trigger opportunity)

Business Case: Add cardiology as a line of service into SJCC primary care to address chronic access issues.

Current State:

- Cardiology referrals outnumber those of any other specialty (1,174) over the past 12 months
- Average wait times are well over 60 days, approaching 90 days in some cases
- Opportunity: SJGH recently contracted a new cardiologist to work exclusively in the outpatient setting; start date is September 2019

Desired Future State:

- Embed cardiologist into primary care to reduce access issues and allow for rapid response to PCP referrals
- Ability for SJCC to insource referrals from community providers, thereby creating a new revenue stream



Podiatry (Requires HRSA scope change request; represents rate setting trigger opportunity)

Business Case: Add podiatry as a line of service into SJCC primary care to address access concerns

Current State:

- Podiatry referrals are sent to Orthopedics Clinic which is extremely backlogged.
- There were a total of 996 podiatry referrals over the past 12 months
- Diabetic patients have prolonged wait times (3-4 months) to secure an appointment with a podiatrist.
- SJCC recently contracted a podiatrist with start date of July 2019.

Desired Future State:

- Embed podiatrist into primary care to reduce access issues and allow for rapid response to PCP referrals



Pediatric Endocrinology (Requires HRSA scope change request; represents rate setting trigger opportunity)

Business Case: Add pediatric endocrinology as a line of service and leverage first mover advantage for Medi-Cal patients in San Joaquin County

Current State:

- No pediatric endocrinologist available throughout San Joaquin County
- Children and adolescents with diabetes currently being referred out-of-county
- Total of 287 pediatric endocrinology referrals over the past 12 months
- Opportunity: SJGH recently signed an agreement with a pediatric endocrinologist with start date TBD

Desired Future State:

- Embed pediatric endocrinologist into Children's Health Services to address access issues and eliminate out-of-county referrals
- Ability for SJCC to insource referrals from community (new revenue stream)



Pediatric Neurology (Requires HRSA scope change request; represents rate setting trigger opportunity)

Business Case: Pediatric neurology is a specialty very much in demand for many of SJCC's pediatric patients with chronic seizure disorders and other neurological issues.

Current State:

- Total of 240 referrals in the past 12 months
- Opportunity: SJGH has an agreement with a pediatric neurologist who has been providing services for SJGH ACS for many years.

Future State:

- Embed pediatric neurologist into Children's Health Services to collocate within existing pediatric setting, improving patient experience, and serving as triggering event for potential PPS rate resetting
- Ability for SJCC to insource referrals from community, thereby creating a new revenue stream



GYN Oncology (Requires HRSA scope change request; represents rate setting trigger opportunity)

Business Case: GYN Oncology is a much needed specialty to service cancer patients.

Current State:

- Cancer patients have an average wait of 4-6 months to be seen by an oncologist.
- Out-of-county referrals are common
- Resource constraints led to low visits (11) in the past 12 months from SJCC
- Opportunity: SJGH has an agreement with UC Davis for GYN oncology services; recent correspondence with the UCD Chief of GYN oncology indicates they have an interest in increasing their time at our clinics

Desired Future State:

- Provide additional access for SJCC patients with GYN cancers
- Eliminate out-of-county referrals
- Ability for SJCC to insource referrals from community



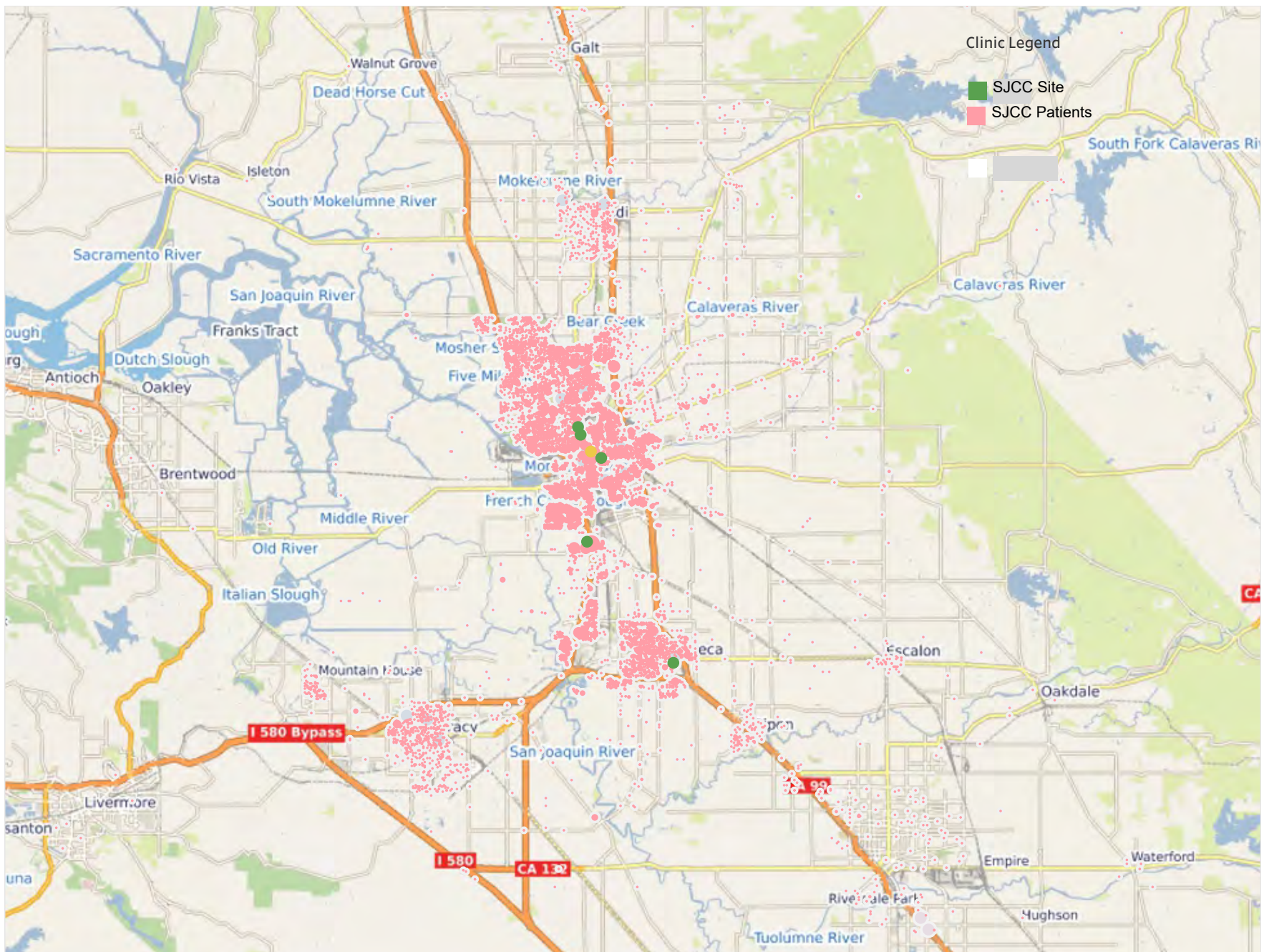
SJCC Manteca – Extended Hours for “Immediate Care” Service

Business Case: Leverage extended hours at Manteca site as a feeder mechanism to drive additional primary care business

- Aggressive marketing efforts needed to raise awareness in South San Joaquin County
- Provide access to roughly 1500 assigned/not seen patients from Health Plan of San Joaquin alone
- Allows for potential fee for service carve-out arrangements with other health plan partners
- Physicians already contracted to work these hours
- Board Action Item: Approval of SJCC Manteca extended hours needs to be reagendaized (action was deferred from May 28th agenda)



Clinic Coverage



SJCC Reboot

- Patient Engagement and Patient Experience
 - Leverage new technologies and toolsets to drive patient engagement around assigned/not seen population
 - Leverage health plan-funded patient incentives to promote closure of care gaps (drives HEDIS dollar capture)
 - Consolidate outreach under one umbrella (today: distributed model)
 - Consistently perform under NCQA PCMH framework to maintain recognition
 - Evaluate on-site phlebotomy (courier to SJGH Lab) and basic imaging services at SJCC sites for “one-stop” integrated healthcare
 - Evaluate feasibility of automated medication dispensing (future state)



SJCC Reboot

- Leverage technology for performance improvement and clinical quality
 - Expand BI capacity (existing team is maturing steadily; few skillset gaps still need to be filled; search in progress for 1-2 remaining resources)
 - Optimize use of Cerner EMR; we enjoy a mature informatics team that is poised to maximize the value realized from the Cerner investment
 - Implement population health suite of tools: Cerner HealthIntent (go-live is staged beginning fall 2019 through summer 2020)
 - Drive innovation by expanding use of the SJGH Innovation Lab for carrying out proof of concept ventures that later scale if successful (e.g. Innovaccer, CipherHealth, medical scribes, etc.)
 - Capitalize on emerging opportunities in telehealth



SJCC Reboot

- Rebrand SJCC
 - Movement nationally away from “hospital and clinics” to health *systems*
 - SJCC generates business for SJGH and vice versa
 - Challenge: SJCC needs to cultivate “systemness” with SJGH while operating as a **self-sufficient** arm of the health service delivery network in San Joaquin County
 - Further strategic partnerships with HPSJ and other key players in the local safety net
 - Marketing, outreach, and business development functions need to be enhanced and/or built from scratch
 - Digital/web presence to be optimized



Strategic Plan

Within the next 90 days, a draft strategic plan will be presented to the SJCC Board for feedback and approval comprising the following content areas:

- Mission and Role in Community
- Financial Strength and Sustainability
- Operations and Administrative Capacity
- Physical Footprint (Growth/Expansion)
- Marketing and Business Development
- Technological Capacity
- Governance (role and evolution of the vital SJCC Board)
- Plans for pursuing 330 Grantee status

Why do this? 1) This is a HRSA deliverable. 2) This is sound management.



Lots of exciting work ahead...



1. Date Issued: 6/18/2019	<p align="center">U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION</p>  <p align="center">NOTICE OF LOOK-ALIKE DESIGNATION Federally Qualified Health Center Look-Alike Section 1861(aa)(4)(B) of the Social Security Act (42 U.S.C. 1395x), Section 1905(l)(2)(B)(iii) of the Social Security Act (42 U.S.C. 1396d), as amended</p>
2. Supersedes Designation Notice Dated: N/A	
3. Designation Notice NO. 6 LALCS00158-06-07	
4. LAL Number: LALCS00158	
5. Former LAL Number: LAL000158	
6. Designation Period: From: 7/1/2014 Through: 12/31/2020	7. Annual Certification Period: : From: 1/1/2019 Through: 12/31/2019
8. Title of Project (or Program): Health Center Program Look-Alike	
9. Entity Name and Address: SAN JOAQUIN, COUNTY OF 500 W HOSPITAL RD FRENCH CAMP, CA 95231	10. Project Director: Farhan Fadoo SAN JOAQUIN, COUNTY OF 500 W HOSPITAL RD FRENCH CAMP, CA 95231
<p>11. THIS ACTION IS BASED ON THE INFORMATION SUBMITTED TO, AND AS APPROVED BY HRSA, AS REQUIRED UNDER 42 CFR PART 405.2434 FOR THE ABOVE TITLED ENTITY AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</p> <p>a. The authorizing program legislation cited above; b. The program regulation cited above; and c. HRSA look-alike policies and procedures.</p> <p>In the event there are conflicting or otherwise inconsistent policies applicable to the program, the above order of precedence shall prevail.</p>	
12. REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)	
<i>Electronically signed by Mylandar Davis, on behalf of the Deputy Associate Administrator on: 6/18/2019 1:51:27 PM</i>	

HRSA Electronic Handbooks (EHBs) Registration Requirements

The project director listed on this Notice of Look Alike Designation (NLD) and the authorizing official of the Health Center Program look-alike (LAL) organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the LAL number in Section 4 of this NLD. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct designee organization record), be sure to add this designation to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/2010/WebEPSEExternal/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772 or 301-998-7373.

Terms and Conditions

Failure to comply with the terms and condition(s) may result in a removal of look-alike designation.

Program Specific Term(s)

1. Your new Project Director information can be found on the cover page of the NLD. Please contact your project officer for further information.

2. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Board Authority-c. Exercising Required Authorities and Responsibilities: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide board minutes and any other relevant documentation that confirms the health center's governing board is exercising, without restriction, the following authorities and functions: 1) Holding monthly meetings where a quorum is present to ensure the board has the ability to exercise its required authorities and functions; 2) Approving the selection, evaluation and, if necessary, the dismissal or termination of the Project Director/CEO from the Health Center Program project; 3) Approving applications related to the Health Center Program project, including approving the annual budget, which outlines the proposed uses of both Health Center Program award and non-Federal resources and revenue; 4) Approving the Health Center Program project's sites, hours of operation and services, including decisions to subaward or contract for a substantial portion of the health center's services; 5) Monitoring the financial status of the health center, including reviewing the results of the annual audit, and ensuring appropriate follow-up actions are taken; 6) Conducting long-range/strategic planning at least once every three years, which at a minimum addresses financial management and capital expenditure needs; and 7) Evaluating the performance of the health center based on quality assurance/quality improvement assessments and other information received from health center management, and ensuring appropriate follow-up actions are taken. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 19: Board Authority of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions, including the applicable components to be addressed. (45 CFR 75.207(a) and 45 CFR 75.371)

3. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Clinical Staffing-f. Credentialing and Privileging of Contracted or Referral Providers: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide documentation of actions taken by the health center to ensure that providers, who work for other organizations and provide services within the health center's scope of project (via contracts or formal written referral arrangement), are licensed, certified or registered, as verified through a credentialing process in accordance with applicable Federal, state and local laws; and competent and fit to perform the specific health center service(s), as assessed through a privileging process. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 5: Clinical Staffing of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions. (45 CFR 75.207(a) and 45 CFR 75.371)

4. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Billing and Collections-b. Basis for Fee Schedule: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide an updated fee schedule and documentation that the schedule was updated using data on locally prevailing rates and actual health center costs. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 16: Billing and Collections of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions. (45 CFR 75.207(a) and 45 CFR 75.371)

5. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Clinical Staffing-e. Credentialing and Privileging Records: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide documentation of corrective actions taken to ensure up to date and complete credentialing and privileging of clinical staff (employees, individual contractors, and volunteers), including the maintenance of related files or records, consistent with operating procedures. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 5: Clinical Staffing of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions. (45 CFR 75.207(a) and 45 CFR 75.371) NOTE: For FTCA-deemed health centers, future deeming actions require health centers to have demonstrated compliance with this requirement.

6. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Contracts and Subawards-f. Required Contract Provisions: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide an updated, executed contract to document the inclusion of all required contract provisions with respect to activities and services, mechanisms to oversee contractor performance, and requirements to provide data to support health center required reporting. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 12: Contracts and Subawards of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions. (45 CFR 75.207(a) and 45 CFR 75.371)

7. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Billing and Collections-e. Procedures for Additional Billing or Payment Options: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide updated operating procedures for the health center's additional billing options or payment methods that ensure these methods are accessible to all patients regardless of income level or sliding fee discount pay class. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 16: Billing and Collections of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions. (45 CFR 75.207(a) and 45 CFR 75.371)

8. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Clinical Staffing-c. Procedures for Review of Credentials: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide the health center's updated operating procedures for the initial and recurring review of credentials for all clinical staff members (licensed independent practitioners (LIPs), other licensed or certified practitioners (OLCPs), and other clinical staff providing services on behalf of the health center) who are health center employees, individual contractors, or volunteers. Specifically document that these credentialing procedures contain provisions for verification of the following, as applicable: 1) Current licensure, registration, or certification using a primary source; 2) Education and training for initial credentialing; 3) Completion of a query through the National Practitioner Databank (NPDB); 4) Identity (for initial credentialing only); 5) Drug Enforcement Administration (DEA) registration; and 6) Current documentation of basic life support training. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 5: Clinical Staffing of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions, including the applicable component(s) requiring corrective action. (45 CFR 75.207(a) and 45 CFR 75.371) NOTE: For FTCA-deemed health centers, future deeming actions require health centers to have demonstrated compliance with this requirement.

9. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Sliding Fee Discount Program-b. Sliding Fee Discount Program Policies: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide updated policy(ies) for the health center's Sliding Fee Discount Program (SFDP) that apply to all patients and that address the following areas: 1) Definitions of income and family; 2) Assessment of all patients for sliding fee discount eligibility based only on income and family size; 3) Structure of the health center's sliding fee discount schedule(s); and if applicable, 4) Setting of a flat nominal charge(s) at a level that is nominal from the perspective of the patient and does not reflect the actual cost of the service being provided. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 9: Sliding Fee Discount Program of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions, including the applicable component(s) to be addressed. (45 CFR 75.207(a) and 45 CFR 75.371)

10. The condition stated below on NLD 6 LALCS00158-06-04 is hereby lifted.

Clinical Staffing-d. Procedures for Review of Privileges: The health center has failed to submit an acceptable response to the prior condition within the 90-day timeframe. Within 60 days, provide the health center's updated operating procedures for the initial granting and renewal of privileges for clinical staff members (licensed independent practitioners (LIPs), other licensed or certified practitioners (OLCPs), and other clinical staff providing services on behalf of the health center) who are health center employees, individual contractors, or volunteers. Specifically document that these privileging procedures address the following: 1) Verification of fitness for duty, immunization, and communicable disease status; 2) For initial privileging, verification of current clinical competence via training, education, and, as available, reference reviews; 3) For renewal of privileges, verification of current clinical competence via peer review or other comparable methods; and 4) Process for denying, modifying or removing privileges based on assessments of clinical competence and/or fitness for duty. Failure to provide an acceptable response will result in a 30-day condition which will be the final opportunity to demonstrate compliance. Please see Chapter 5: Clinical Staffing of the Health Center Program Compliance Manual (<https://www.bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) for additional information and contact your project officer with any questions, including the applicable component(s) requiring corrective action. (45 CFR 75.207(a) and 45 CFR 75.371) NOTE: For FTCA-deemed health centers, future deeming actions require health centers to have demonstrated compliance with this requirement.

Contact(s)

NLD Email Address(es):

First Name	Last Name	Email
Farhan	Fadoo	ffadoo@sjgh.org

Note: NLD emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Mary McCann at:

5600 Fisher & # 39S Lane
Rockville, MD 20857-0001

Email: MMcCann@hrsa.gov

Phone: (301) 945-5140



Certificate of Recognition

National Committee for Quality Assurance commends

SJCC Family Practice California Clinic
Recognized

on Achievement of Recognition for Systematic Use
of Patient-Centered, Coordinated Care Management Processes

Awarded from: May 28, 2019 to: May 28, 2020



A handwritten signature in black ink, appearing to read "Margaret E. O'Kane", is written over a horizontal line.

Margaret E. O'Kane
President



Certificate of Recognition

National Committee for Quality Assurance commends

SJCC Family Medicine Clinic
Recognized

on Achievement of Recognition for Systematic Use
of Patient-Centered, Coordinated Care Management Processes

Awarded from: May 28, 2019 to: May 28, 2020



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Margaret E. O'Kane
President



Certificate of Recognition

National Committee for Quality Assurance commends

SJCC Children's Health Services
Recognized

on Achievement of Recognition for Systematic Use
of Patient-Centered, Coordinated Care Management Processes

Awarded from: May 28, 2019 to: May 28, 2020



A handwritten signature in black ink, appearing to read "Margaret E. O'Kane", is written over a horizontal line.

Margaret E. O'Kane
President



Certificate of Recognition

National Committee for Quality Assurance commends

Primary Medicine Clinic
Recognized

on Achievement of Recognition for Systematic Use
of Patient-Centered, Coordinated Care Management Processes

Awarded from: May 28, 2019 to: May 28, 2020



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Margaret E. O'Kane
President



Certificate of Recognition

National Committee for Quality Assurance commends

SJCC - Manteca Clinic
Recognized

on Achievement of Recognition for Systematic Use
of Patient-Centered, Coordinated Care Management Processes

Awarded from: May 28, 2019 to: May 28, 2020



A handwritten signature in black ink, appearing to read "Margaret E. O'Kane", written over a horizontal line.

Margaret E. O'Kane
President

CIDP - INITIAL APPOINTMENTS
JUNE 2019

10

The following practitioners have applied for membership and privileges at San Joaquin General Hospital. The following summary includes factors that determine membership: licensure, DEA, professional liability insurance, required certifications (if applicable), etc. Factors that determine competency include medical/professional education, internship/residencies/fellowships, board certification (if applicable), current and previous hospital and other institutional affiliations, physical and mental health status, peer references, and past or pending professional disciplinary action. The applicants meet the requirements for membership unless noted below.

Membership Request	Name	Specialty/ Assigned Div/Dept	Competency / Privilege Review	Proctoring Required	Proctor	Rec Status/Term	Recommend
Initial	**Sarah Kelly, CNM	OB/GYN	Education: Frontier Nursing University: 2014	Y	Lim	Provisional	Dept: 06/04/2019 Cred: 06/04/2019 MEC: 06/18/2019

**temporary privileges

INITIAL APPOINTMENTS

JUNE 2019

The following practitioners have applied for membership and privileges at San Joaquin General Hospital. The following summary includes factors that determine membership: licensure, DEA, professional liability insurance, required certifications (if applicable), etc. Factors that determine competency include medical/professional education, internship/residencies/fellowships, board certification (if applicable), current and previous hospital and other institutional affiliations, physical and mental health status, peer references, and past or pending professional disciplinary action. The applicants meet the requirements for membership unless noted below.

Membership Request	Name	Specialty/ Assigned Div/Dept	Competency / Privilege Review	Proctoring Required	Proctor	Rec Status/Term	Recommend
Initial	Priti Modi, MD	Internal Med Clinics	Graduated: Doctor of Topiwala National Medical College: 1989 Internship: Well Star Douglas Hospital: 1989 Internship: VA Medical Center: 1992 Residency: San Joaquin General Hospital: 1994 Board Certified with ABMS of Internal Medicine	Y	Fadoo	Provisional	Dept: 06/04/19 Cred: 06/04/19 Mec: 06/18/19

REAPPOINTMENTS

JUNE 2019

The following practitioners have applied for reappointment to the Medical Staff of San Joaquin General Hospital. This summary includes factors that determine membership: licensure, DEA, professional liability insurance, hospital affiliations, etc. Qualitative/quantitative factors include ongoing performance evaluation which includes data from peer review, quality performance, clinical activity, privileges, competence, technical skill, behavior, health status, medical records, blood review, medication usage, litigation history, utilization and continuity of care. affiliations, physical and mental health status, peer references, and past or pending professional disciplinary action. All the applicants privilege request commensurate with training, experience and current competence

Membership Request	Name	Specialty/ Assigned Div/Dept	Quantitative/Qualitative Factors Request for Privileges and/or Privilege Change	Action Taken/Rec. Exceptions for Cause	Rec. Staff Category/Reappoint Period	Recommend
Reappointment	Elyas Parsa, DO	Family Medicine	Requirements for Active Staff met	None	Active 8/2019 to 8/2021	Dept: 06/04/2019 Cred: 06/04/2019 MEC: 06/18/2019

**San Joaquin County Clinics
Board Member Request for Expense**

I am requesting \$55.00 expense for attendance and participation at the SJCC Board meeting on

_____	_____	_____
Date of Meeting	Name (Print)	Signature

Approved by:

_____	_____	_____
Name (Print)	Title	Signature

**San Joaquin County Clinics
Board Member Request for Expense**

I am requesting \$55.00 expense for attendance and participation at the SJCC Board meeting on

_____	_____	_____
Date of Meeting	Name (Print)	Signature

Approved by:

_____	_____	_____
Name (Print)	Title	Signature

**AEGIS TREATMENT CENTERS, LLC
CALIFORNIA HUB AND SPOKE SYSTEM (CA H&SS)
SUBCONTRACTOR AGREEMENT**

This Agreement was made and entered into by and between the Contractor, Aegis Treatment Centers, which maintains a central office at located at 7246 Remmet Ave., Canoga Park, CA, 91303, and the Subcontractor, San Joaquin General Hospital, with principal place of business at 500 W. Hospital Road, French Camp, CA 95231

Subcontractor warrants that Subcontractor is:

- ☐ An organization / entity that employs a prescriber with a federal Data 2000 waiver, and is certified for Fee-for-Service and/or Drug Medi-Cal.
- ☐ An independent waived physician with a federal Data 2000 waiver, willing to commit to obtaining Medi-Cal certification for Fee-for-Service and/or Drug Medi-Cal billing within one year of entering this Agreement.
- ☐ Managed Medi-Cal organization that employs a prescriber with a federal Data 2000 waiver.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

1. STATEMENT OF WORK:

The Subcontractor, as an independent contractor, agrees to furnish all of the labor and materials needed to complete the following portions of work required of a Spoke as specified in the agreement between the Contractor and the California State Department of Health Care Services (identified as Attachment 1). Such subcontractor duties are to include, but are not be limited to the following:

- a. Collaborate with a Medication Assisted Treatment Team ("MAT Team"), consisting of:
 - i. H&SS Manager and H&SS Grant Coordinator, who oversee the grant including all MAT team personnel and interfaces with H& SS admin staff,
 - ii. Licensed Clinical Social Worker, who assists and support the Subcontractor and MAT team in assessing clinically high risk patients, leads inter-team case

conferencing, provides clinical training to the Subcontractor and MAT team and assists patient transfers to and from the Hub and Subcontractor / Spoke.

- iii. Nurse, who assists and support the Subcontractor and MAT team in assessing medically high risk patients. Participates in case conferencing and supports the Spoke physicians work with the patients. Provides medical assistance to Subcontractor / Spoke and MAT team members.
 - iv. Counselor, who provides opioid use disorder counseling directly to patients in individual and group counseling.
- b. Provide ongoing treatment services for patients with milder addiction as determined by the H&SS supplied Treatment Needs Questionnaire ("TNQ") , identified as Attachment 2;
 - c. Transfer clinically complex patients to Contractor operated Hub, as determined by the TNQ.
 - d. Prescribe buprenorphine, and manage induction and maintenance of buprenorphine treatment for opioid addiction;
 - e. Adhere to standards of care for managing patients on buprenorphine, including utilization of the OBOT Stability Model, identified as Attachment 3;
 - f. Provide counseling services, or refer patients to counseling services through Contractor, MAT Team or agreed upon other provider;
 - g. Monitor adherence to treatment, conduct drug screenings, and coordinate access to recovery support systems;
 - h. Collect required data elements, including numbers of patients in care and retention in treatment;
 - i. Check the prescription drug monitoring program database (CURES) initially and every four months, documenting these actions in the chart;
 - j. Ensure patients have a prescription for naloxone; and
 - k. Collaborate with Contractor operated Hub, which:
 - i. Serves as the subject matter expert on opioid dependence and treatment to Subcontractor / Spoke.
 - ii. Prescribes and dispenses methadone.
 - iii. Prescribes and dispense buprenorphine for the clinically complex patients;
 - iv. Provides support to the Subcontractor / Spoke on buprenorphine inductions, and clinical, or programmatic advice; and

- v. Transfers patients to Subcontractor / Spoke for MAT Expansion Project services.
- vi. All other CA H&SS treatment services as detailed in Contractor's CA H&SS Agreement with the California DHCS.
- i. Comply with all grant funding limitations and restrictions as defined by Contractor's CA H&SS Agreement with the California DHCS.

2. CONTRACTOR SUPPORT TO SUBCONTRACTOR:

Contractor will provide both administrative and financial support to Subcontractor within the scope of the Contractor's CA H&SS Agreement with the California DHCS (as per Attachment 1). Such support shall include, but not be limited to the following:

- a. Funding for MAT Team Staffing, according to the following criteria:
 - i. 100 bup patients: 1 FTE licensed medical professional and 1 FTE licensed clinician or counselor
 - ii. 50 bup patients: .5 FTE licensed medical professional and .5 FTE licensed clinician or counselor;
- b. Transportation vouchers (e.g., bus tickets and gas cards);
- c. Funding for Naloxone kits for patients and/or patient families;
- d. Financial aid for Buprenorphine for uninsured or underinsured patients;
- e. Funding for drug screening or urine toxicology tests for eligible grant patients (e.g., patients who do not have other billable funding sources for drug screening tests) up to 4 UAs per patient per month;
- f. Funding for community outreach (e.g., education classes, production of brochures, educational materials and as necessary room rental etc.);
- g. Funding for Subcontractor participation in Learning Collaborative / Clinical Training / Evaluations;
- h. Stipend for Subcontractor participation in CSAM annual meetings.

Subcontractor shall provide Contractor with supporting documentation of the above-mentioned funded activities and expenses in accordance to Contractor's CA H&SS Agreement with the California DHCS (Attachment 1).

Any additional requests for funding shall be submitted in writing for the review and approval of Contractor in writing.

3. STANDARD OF WORK:

Subcontractor agrees to perform this work according to standard practices, and in a professional manner.

4. ASSIGNMENT:

Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Contractor.

5. REIMBURSEMENT OF ELIGIBLE SUBCONTRACTOR EXPENDITURES:

For subcontractor expenditures that are eligible for reimbursement by the DHCS, Contractor shall submit subcontractor expenditures reports to the Department and the Contractor will render payment to the subcontractor. Such eligible reimbursements are detailed in Contractor's CA H&SS Agreement with the California DHCS, identified as Attachment 1. Contractor shall reimburse subcontractor within 30 days of receipt of Subcontractor's invoice for eligible reimbursements.

6. BILLING FOR TREATMENT SERVICES:

Subcontractor shall be responsible for its Subcontractor's billing for treatment services rendered to Subcontractor / Spoke patients, whether for self-pay patients, private health insurance carriers, or Medi-Cal or Drug Medi-Cal.

7. TERM:

This Agreement shall be for effective for two (2) years following from the effective date of the Contractor's CA H&SS Agreement with the California DHCS, identified as Attachment 1., subject to continued budgetary approval by the DHCS for year two funding of the H & SS Grant. Any extension of the term of this Agreement will only be effective through a written amendment or extension executed by both parties.

8. MODIFICATION:

No modification of this Agreement will be considered to be valid or in effect unless it is in writing, and has been signed by all parties (Contractor and Subcontractor). This is a binding Agreement, and benefits both parties and any successors. Time is considered of the essence of this Agreement. This Agreement, and any of the previously mentioned documents, comprises the entirety of the agreement between the parties. This Agreement shall be governed by the laws of the State of California.

9. INSURANCE:

Workers' Compensation insurance covering the legal liability of the Subcontractor under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

Commercial General Liability insurance covering the legal liability of the Subcontractor who may be engaged in the services, for claims for personal injuries and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$1,000,000 for any one occurrence, \$2,000,000 general aggregate.

10. INDEMNIFICATION AND ARBITRATION:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

11. MISCELLANEOUS:

Subcontractor is an independent contractor and not an employee of Contractor. This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as per the dates set forth below.

CONTRACTOR:

Aegis Treatment Centers, LLC

Signature: _____

Name: Alex Dodd

Title: CEO

Date: 6/15/18

SUBCONTRACTOR:

San Joaquin General Hospital (San Joaquin County Clinics)

Signature: _____

Name: Farhan Fadoo, M.D.

Title: Chief Medical Officer/CMIO

Date: 6/14/2018

AEGIS TREATMENT CENTERS, LLC
CALIFORNIA HUB AND SPOKE SYSTEM (CA H&SS)
SUBCONTRACTOR YEAR THREE AGREEMENT ADDENDUM

This H&SS Year Three Agreement Addendum was made and entered into by and between the Contractor, Aegis Treatment Centers and the Subcontractor, San Joaquin General Hospital.

Aegis Treatment Centers has submitted letters of interest and budgets to the California Department of Health Care Service (DHCS) for review and approval to opt in to Year Three of the H&SS Grant for the period of July 1, 2019 to September 30, 2020.

As the Contractor, Aegis Treatment Centers would like to extend this H&SS Year Three Agreement Addendum to the Spoke Subcontractor to opt in for the Year Three H&SS Grant period of July 1, 2019 to September 30, 2020.

All conditions of the original Subcontract remain the same and will remain in effect through the Year Three Grant period. Funding for H&SS Year Three is conditional upon DHCS final approval of Year Three funding and budgets. All reimbursable items in the original Subcontract will continue with the same agreed upon rates and will be available for reimbursement through the month of September 2020 or until the DHCS approved budget funding runs out.

No additional expenses will be reimbursed after the end of this Year Three period ending on September 30, 2020 and final September 2020 invoices must be received by October 7, 2020 to be eligible for reimbursement.

Should you elect to opt in to this H&SS Year Three with Aegis Treatment Centers please sign and date this Addendum below, otherwise your Subcontractor Agreement with Aegis Treatment Centers will terminate as of June 30th, 2019. Please note that your signature to opt in for your agencies covers all spoke locations included in your original subcontract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as per the dates set forth below.

CONTRACTOR:

SUBCONTRACTOR:

Aegis Treatment Centers, LLC

Signature: _____

Name: Alex Doo

Title: CEO

Date: 5/3/2019

Signature: _____

Name: Farhan Fadoo, MD

Title: SJCC Chief Medical Officer

Date: 4/10/2019

SCOPE OF WORK HEALTH CARE

- I. **SCOPE:** The work includes furnishing State of California licensed physician, physician assistant, and nurse staff for the Youth Programs Medical Clinic (Hereinafter referred to as the Clinic) Lathrop, California for (36) thirty six months with a start date of 15 JULY 2019 thru 30 June 2022.
2. **CONTRACTING OFFICER'S REPRESENTATIVE:** Whenever in these specifications the abbreviation COR is referenced, it shall be the same as if the term Contracting Officer's Representative is referenced. The COR for this project is SSG Benny Montiel, NCOIC Logistics Challenge Academy (DCA) (916) 855-4023 and the Assistant COR is SSG Robert Vansickle, NCOIC Medic of Discovery Challenge Academy (DCA) Medic (908) 642-6852.
3. **SPECIFIC REQUIREMENTS FOR CONTRACTED PERSONNEL:** The contractor shall provide services of the following professional medical personnel:
 - a. **On-site/Off-Site/On-Call Physician** shall furnish medical advice, opinions, and recommendations to the Clinic staff concerning health care and treatment issues which pertain to students enrolled in the Youth Program resident course at 700 E. Roth Rd., Lathrop, California. Up to 3 hours per week on-site and up to 2 hours per month on-call.
 - b. **Part-Time Registered Nurse** shall report to the Clinic and provide on-site support each week the Youth Program resident course is in session. The nurse shall attend to students and provide advice to the staff within professional guidelines and legal limits. Up to 3 hours per day and up to 3 days per week on alternate days from physician and nurse practitioner or physician assistant.
 - c. **Physician Assistant** shall provide health care services to patients under direction and responsibility of physician: examines patient, performs comprehensive physical examination, and compiles patient medical data, including health history and results of physical examination. Administers or orders diagnostic tests, such as x-ray, electrocardiogram, and laboratory tests, and interprets test results for deviations from normal. Performs therapeutic procedures, such as injections, immunizations, suturing and wound care, and managing infection. Develops and implements patient management plans, records progress notes, and assists in provision of continuity of care. Instructs and counsels patients regarding compliance with prescribed therapeutic regimens, normal growth and development, family planning, emotional problems of daily living, and health maintenance.
4. **CLINIC OPERATIONS AND LOGISTICS:** The contractor shall obtain prior approval from the COR to obtain/purchase equipment and supplies that cannot be obtained through Youth Programs supply channels for the operation of the clinic. The contractor shall not obtain/purchase services, supplies, and equipment used to support Clinic operations, if the total cost of said services, supplies and equipment would increase the total contract cost amount to exceed \$84,952.56 for FY 19/20, \$84,952.56 for FY 20/21 and \$84,952.56 FY 21/22 without the benefit of a fully approved contract amendment and prior approval of the COR. The COR shall designate a military officer or non-commissioned officer to oversee the administrative operations of the Clinic. The officer or non-commissioned officer shall among other duties, be responsible for certifying time and attendance records for all personnel. Personnel employed in support of this contract are deemed to be employees of the contractor. The contractor shall be responsible for providing normal payroll and employee services to include Workers Compensation Insurance, OASDI contributions, employee benefit plans (if any), and the Administration of state and federal income tax reporting and withholding. Normal work hours shall be determined by the COR and may be extended to accommodate actual workloads.

5. **JOB DESCRIPTIONS AND ADDITIONAL DUTIES:** Contract employee duties and responsibilities shall generally conform to the position descriptions developed by the State of California for Physicians, Nurses, and Physician Assistance. Copies of the position descriptions are attached and incorporated as part of this contract. The physician, nurses, and physician assistants employed under provisions of this contract must possess a license issued by the state of California to practice their respective professional skills.
6. **PROFESSIONAL SERVICES:** Professional services provided by the contract employees shall be limited to the students who attend the resident phase of schools or academies operated under the supervision of the Director, Youth Programs, Military Department, and State of California.
7. **MILITARY DEPARTMENT RESPOSNIBILITIES:** The Military Department has overall responsibility for the management and operation of the Clinic. The Military Department shall furnish, without cost to the contractor, working space, furnishings, supplies, and equipment needed for the medical professionals to provide medical services and treatment to Youth Programs students. The Military Department shall transport or ensure students arrive at the clinic for evaluations or treatment. The Military Department shall provide transportation and supervision for students who are referred to a medical care facility located of post. The Military Department shall ensure the Clinic is maintained in a safe condition and complies with State of California requirements.
8. **CONTRACTOR EMPLOYEES:** Contracted employees shall provide professional services in a careful and professional manner consistent with standards prescribed by the State of California and other regulatory agencies. All material and supplies furnished by the contractor shall be new. The contractor shall ensure contracted employees are familiar with safety requirements mandated by the State of California and CAL OSHA for their scope of work.



MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN TREATMENT & EDUCATION FOR EVERYONE ON TEETH & HEALTH

VIRTUAL DENTAL HOME PROJECT AND DENTAL REFERRAL SERVICES

This Memorandum of Understanding (MOU) is entered into effective May 31, 2019 by and between San Joaquin County Clinics "the **SITE/REFERRING INSTITUTION**", and Community Medical Centers Inc. "**DENTAL CARE PROVIDER**" ("jointly, the "Parties").

I. PURPOSE OF MOU

The purposes of this MOU are to: (a) define the roles and responsibilities of the **DENTAL CARE PROVIDER** who will provide dental services and coordinate the **Virtual Dental Home Project** for the children of the **SITE**; and (b) to facilitate the continuum of dental care for patients referred to the **DENTAL CARE PROVIDER** by the **SITE/REFERRING INSTITUTION**.

II. DESCRIPTION OF PROJECT/PROGRAM

The Virtual Dental Home (VDH) is system of care designed to provide onsite care to patients through a relationship with a community-based Registered Dental Hygienists who will provide care and collaborate with dentists using tele-dentistry technology. The VDH system is further described in Appendix A. Some of the work of this system will take place at the **SITE**.

The Dental Health Referral Program is an ongoing effort at all SJCC sites designed to provide referrals to patients of any age determined by their primary care provider as being in need of dental health services. Referrals to regular dental health services may take place regardless of any services received by a patient from the Virtual Dental Home project. The system of referrals will follow acceptable referral procedures already utilized by both organizations for other health related services.

III. RESPONSIBILITIES OF THE PARTIES

The Parties understand that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating procedures of either Party. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

SITE recognizes that for **PROVIDER** to sustain the Virtual Dental Home Project it is necessary for **PROVIDER** to bill for services rendered to **SITE** patients. **SITE** agrees to cooperate with **PROVIDER** in obtaining an intermittent clinic license for **SITE**. Including, but not limited to, completing a *Fire Safety Inspection Request form STD 850*.

Dental records developed and maintained shall be the property of **PROVIDER**. **PROVIDER** shall be the custodian of records for purposes of legal process relative to such records. **PROVIDER** shall maintain on



file or in its control for a period extending to at least four (4) years after the expiration of the MOU. Patient records will be delivered to **SITE** after each visit via secured messages between **PROVIDER** and **SITES** electronic health records or by fax, as appropriate. **PROVIDER'S** patient navigator will work with **SITE** to ensure **SITE'S** Primary Care Provider receives information regarding the care **PROVIDER** renders to patient and any subsequent follow up care needed.

IV. INDEPENDENT STATUS

This MOU is by and between two independent contractor entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association involving the **SITE/REFERRING INSTITUTION** and the **DENTAL CARE PROVIDER**.

V. PATIENT CARE RESPONSIBILITY

It is agreed that the **DENTAL CARE PROVIDER** shall exclusively be responsible and hold themselves out as responsible for the dental care of the patients.

The **SITE/REFERRING INSTITUTION** and the **DENTAL CARE PROVIDER** each agree to acquire and maintain individual professional and comprehensive general liability insurance covering both the location where the services are provided and the specific dental services authorized under this Agreement. All parties will maintain current licensure.

The **SITE/REFERRING INSTITUTION** and the **DENTAL CARE PROVIDER** each agree to coordinate patient referrals including workflows, forms and information exchange necessary to support the continuum of care to the patient. The **SITE/REFERRING INSTITUTION** and the **DENTAL CARE PROVIDER** each agree to pursue the collection of charges for services rendered by either facility directly from the patient, third-party payor, or other sources normally billed by either Party for such services.

VI. REPORTING AND PERFORMANCE MONITORING PROVISIONS

SITE will monitor **PROVIDER** performance under this agreement, and will rely on data generated by **PROVIDER** to **SITE** as specified here.

Data shall be in the form of dynamic reports (in MS Excel or CSV formats) and shall be sent to **SITE** or made available by secure download not less than weekly for all of **PROVIDER'S** activity with **SITE'S** patients during the preceding week.

The data shall include, at least, the patient's name, Medical Record Number/Person Number, payer name/coverage (if any), patient date of birth, patient gender, date(s) of service(s), CDT Dental Procedure Codes used in each patient's encounter, and name or alphanumeric code for the **SITE** where each encounter was completed.

PROVIDER and **SITE** shall each abide by the Records Retention Policies established by their respective organizations as these apply to the records of professional services rendered ("chart") and related business correspondence.



SITE shall be granted access to **PROVIDER'S** charts and records for the purpose of auditing activity relating to patients referred to **PROVIDER** by **SITE**.

SITE and **PROVIDER** shall each be separately responsible for the safety, maintenance and insurance of their respective business property which they may utilize to fulfill their obligations under this agreement.

VIII. SECURITY BACKGROUND CLEARENCE, CREDENTIALLING

PROVIDER agrees to ensure its employees receive clearance via the Department of Justice and by allowing said employees to be fingerprinted in the Human Resources Office of the **SITE**. The **SITE** may conduct the fingerprinting process and facilitate Department of Justice review at **SITE's** expense.

PROVIDER agrees to provide **SITE** with evidence that its staff who is deployed to render professional services to **SITE'S** patients is currently licensed in the State of California and is qualified to render the services proposed to be done to persons referred for care by **SITE**.

VII. GENERAL TERMS

Collaboration: All parties agree to make every effort to work collaboratively towards the goal of the project. Should a dispute arise, parties will agree to meet and confer in an attempt to resolve such dispute. This memorandum may be modified by mutual consent of both parties. Either party may give 30 days prior written notice of its intention to terminate this agreement for any reason or cause whatsoever and at any time. Either party may immediately terminate this agreement with cause or without notice in the event of the other party's default of performance of any term or covenant required as specified herein.

Any dispute arising from the performance of functions described in this MOU or otherwise related to its terms shall be resolved by binding arbitration in San Joaquin County, California pursuant to California Code of Civil Procedure section 1280 *et. seq.*, with each side to bear its own costs and attorney's fees. This Agreement and its exhibits are the complete and exclusive agreement between the Parties. This Agreement may only be modified, or any rights under it waived, by a written document executed by both Parties.

Compliance With Laws: Each of the Parties represents and warrants to the other that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. §1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the Health Insurance Portability and Accountability Act (HIPAA).

In addition, the provision of this MOU by and between **PROVIDER** and **SITE** is intended to comply with the FQHC Safe Harbor under the Federal Anti-Kickback statute, as set forth in 42 U.S.C. §1320a-7(b)(3), implementing regulations at 42 C.F.R. §1001.952(w), and related policies and precedents established by DHHS Officer of Inspector General, and shall be interpreted and applied in a manner consistent with such statutory and regulatory requirements. This section will survive termination of this MOU.



Notifications: **SITE** will notify **PROVIDER** if there is a change in operations or structure that would affect the Virtual Dental Home system. The **PROVIDER** will notify the **SITE** if there is any change in their dental health program that would affect patient referrals.

Entire Agreement: This MOU contains the entire understanding between Parties with respect to the subject matter of the MOU and incorporates all of the covenants, conditions, promises, and agreements exchanged by the Parties hereto. This MOU supersedes any and all prior or contemporaneous negotiations, agreements, or communications, whether written or oral, between the Parties with respect to the subject matter of this MOU.

Annual Agreement Review: At least once a year or upon a change in operation of the system or circumstances of either party, this MOU must be reviewed and signed by the **SITE** and **DENTAL CARE PROVIDER** named in this MOU. Copies of the original and updated MOU's must be maintained by both parties named in this MOU. Correspondence regarding this MOU should be sent to:

DENTAL CARE PROVIDER

Community Medical Centers Inc.

Name Christine Noguera

Title CEO

Address: 7210 Murray Drive; Stockton, CA 95210

Phone # 209-373-2826

Email cnoguera@cmcenters.org

SITE

San Joaquin County Clinics

Name Chuck Wiesen

Title Director ACS Administration

Address: 500 W Hospital Rd, French Camp, CA 95231

Phone # (209) 468-6160

Email cwiesen@sjgh.org

VII. SERVICES TO BE PERFORMED BY DENTAL PRACTICE SITE (VIRTUAL DENTAL HOME PROGRAM)

Personnel from the **SITE** will meet, at least annually, via phone and/or in person via site visits with personnel from the **PROVIDER** working at that site.

SITE agrees to allow the participating **PROVIDER** to provide health education, dental hygiene and tele-dentistry services to patients at the **SITE** as allowed under this agreement; **PROVIDER** shall implement treatment plans developed in collaboration with participating dentists; track and manage patient's needs for additional and follow-up care; and to collect and report data.

SITE agrees to participate in evaluation interviews about this system of care and return any equipment provided to the **SITE** to **PROVIDER** after completion of the project.



PROVIDER agrees to ensure that its employees have professional liability coverage at minimum limits of \$1M/\$3M and will provide a certificate of insurance naming **SITE** as an additional insured.

If the **PROVIDER** employs a Dental Assistant or other personnel for this system, then the **PROVIDER** will certify that the professional liability insurance covers the RDA. The insurer must be A rated, or higher, as per AM Best.

The **SITE** agrees to support the **PROVIDER's** efforts to obtain reimbursement for services related to the Virtual Dental Home system of care, by directing patient's questions regarding insurance billing to the **PROVIDER**. Although services are provided at no cost to patients nor the **SITE**, medical and/or dental insurance may be billed for service rendered. This service shall be made available to all patients at **SITE** regardless of their ability to pay and their insurance status.

READ AND AGREED:

DENTAL CARE PROVIDER

Community Medical Centers Inc

Organization Name

Christine Noguera

Authorized Signatory Name

CEO

Authorized Signatory Title

Christine Noguera

Authorized Signatory Signature

6/3/2019

Date

SITE

San Joaquin County Clinics

Organization Name

DAVID K GUBERSON

Authorized Signatory Name

CEO

Authorized Signatory Title

David K Guberson

Authorized Signatory Signature

6/3/19

Date



Appendix A:

The Virtual Dental Home (VDH) system of care involves community-based Registered Dental Hygienists and Registered Dental Assistants (RDAs) and dental navigator collaborating with dentists (DENTIST) using tele-dentistry technology.

The dental team will collect electronic dental records such as x-rays, photographs, dental and medical histories, and upload these records to a secure website where they are reviewed by a collaborating dentist. The dentist reviews the patient's information and creates a tentative dental treatment plan.

The dental team then carries out the aspects of the treatment plan that can be conducted in the community setting and fall within that clinician's scope and applicable license and training.

These services include: Health promotion and prevention education; dental disease risk assessment; preventive procedures such as application of fluoride varnish, dental prophylaxis and periodontal scaling; placing carious teeth in a "holding pattern" using interim therapeutic restorations to stabilize patient's teeth; tracking and supporting the individual in obtaining additional care and following the recommendations for additional services.

When the collaborating dentist determines that the patient needs services that can only be provided by the dentist, the patient is referred to the collaborating dentist's office for that treatment or other appropriate sources of care.

Some of the work of this program will take place at community sites (SITE). These sites can include, but are not limited to schools, long term care facilities, and day programs.



San Joaquin County Clinics

ACS Ambulatory Care Services

PMC Primary Medicine Clinic

- Adult Primary Care
- Congestive Heart Failure Clinic
- Diabetes Titration Clinic

FMC Family Medicine Clinic

- Resident Teaching Program
- Primary Care Infant through Geriatric
- Obstetrics and Gynecology
- Gender Health Clinic
- Sports Medicine
- Pain Management
- Behavior Health Services
- Wound Clinic *
- Special Procedures
- Podiatry*

HBF Healthy Beginnings French Camp

- Obstetrics and Gynecology
- Perinatology (High Risk OB)
- GYN Surgical Oncology

HBC Healthy Beginnings California

- Obstetrics and Gynecology
- Sweet Success Prenatal Diabetes
- Perinatal Testing Center

CHS Children's Health Services Clinic

- Pediatric Primary Care
- Pediatric Cardiology
- Pediatric GI

FPCC Family Practice Clinic California

- Adult Primary Care

SJCC Hazelton San Joaquin County
Clinic Hazelton

- Pediatric and adult primary care

SJCC Manteca San Joaquin County
Clinic Manteca

- Primary Care infant through Geriatric
- Sports Physicals
- Obstetrics and Gynecology
- Pediatrics
- Urgent Care *

BPHC Bureau of Primary Health Care

The Bureau of Primary Health Care is a part of the Health Resources and Services Administration (HRSA) within the United States Department of Health and Human Services.

CAC Child Advocacy Clinic

Provides comprehensive medical and social evaluations for children and adolescents who may be victims of maltreatment. Services include primary care, forensic interviews and examinations, psycho social history taking and support service referrals.

FQHC Federally Qualified Health Center

FQHCs are community-based health care providers that receive funds from HRSA Health Center Programs to provide primary care services in underserved areas.

HEDIS Health Effectiveness Data and Information Set

Hedis is a widely used set of performance measures in the managed care industry developed and maintained by the National Committee for Quality Assurance (NCQA).

HPSA Health Professional Shortage Areas

HPSA is designated by HRSA as having shortages of Primary Care, Dental Care, or Mental Health Providers.

HRSA Health Resources and Services Administration

HRSA is an agency of the US Department of Health and Human Services. It is the primary federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable.

MAT Medication Assisted Treatment Program

Medication assisted treatment combines behavioral therapy and medications to treat substance use disorders. This program is currently provided in Family Medicine Clinic.

NCQA National Committee for Quality Assurance

NCQA is an independent nonprofit organization that works to improve health care quality through the administration of evidence-based standards, measures, programs, and accreditation.

PCMH Patient Centered Medical Home

Patient Centered Medical Home is a model of care that aims to transform the delivery of comprehensive primary care to children, adolescents, and adults. Care is coordinated through their primary care physician to ensure patients receive the necessary care when and where they need it in a manner they understand.

PRIME Public Hospital Redesign and Incentives in Medi-cal

Prime is a pay-for performance program in which California's public health care systems are using evidence-based quality improvement methods to achieve ambitious performance targets and improve health outcomes for patients.

UDS Uniform Data System

The UDS is a standardized reporting system that provides consistent information about health centers and look-a-likes