

**SJCC BOARD OF DIRECTORS ATTENDANCE RECORD 2019**

2019 Meeting Dates

Member Name	Patient? Yes / No	Joined Board	Term	1/29/19	2/26/19	3/26/19	4/30/19	5/28/19	6/25/19	7/30/19	8/27/19	9/24/19	10/29/19	11/19/19	12/17/19
Baskett, Mike	No	2018		P	P	P	P	P	P	P	P	P	P	P	
Cortez, Ismael	Yes	2011		AU	AU	P	AE	AE	AU	AE	P	AU	AU	P	
Heck, Brian	No	2019		N/A	N/A	N/A	Applicant	Applicant	N/A	Applicant	P	P	P	P	
Maldonado, Alvin	Yes	2011		AE	AE	P	AE	AE	AE	AE	AE	AE	AE	AE	
Medina, Esgardo	Yes	2018		P	P	P	P	P	P	AE	P	P	P	P	
Mills, Mary	No	2010		P	AU	AE	AE	P	P	P	AE	P	P	P	
Place, Rod	No	2010		P	P	AE	P	P	P	P	P	P	AE	P	
Sandoval, Luz Maria	Yes	2013		P	P	P	P	P	P	P	P	AU	AU	AU	
Yonemoto, Alicia	Yes	2014		P	P	P	P	P	P	P	P	P	P	P	

CODE P = Present

Code AE = Absence Excused

CODE AU = Absence Unexcused

# 2020 Calendar

4

## January

Su	Mo	Tu	We	Th	Fr	Sa
29	30	31	■	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	■	21	22	23	24	25
26	27	28	29	30	31	1

## February

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	■	18	19	20	21	22
23	24	25	26	27	28	29

## March

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

## April

Su	Mo	Tu	We	Th	Fr	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

## May

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	■	26	27	28	29	30
31	1	2	3	4	5	6

## June

Su	Mo	Tu	We	Th	Fr	Sa
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

## July

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

## August

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## September

Su	Mo	Tu	We	Th	Fr	Sa
30	31	1	2	3	4	5
6	■	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

## October

Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## November

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	■	12	13	14
15	16	17	18	19	20	21
22	23	24	25	■	■	28
29	30	1	2	3	4	5

## December

Su	Mo	Tu	We	Th	Fr	Sa
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	■	26
27	28	29	30	31	1	2

**Finance Committee** (Monthly): Rod Place and Luz Maria Sandoval \* Need one more official member \*

*The Finance Committee shall be composed of **not less than three (3) directors**, the majority of whom shall be members of the Board of Directors, one of whom shall be the Treasurer, and others appointed by the Board of Directors. All committee members shall have the right to vote.*

**Audit Committee** (Twice a year): Mary Mills, Alicia Yonemoto and Mike Baskett. This would follow the hospital's audit schedule. It needs to authorize the fiscal year audit, receive and review the audit findings to present to the Board.

*The corporation shall have an Audit Committee consisting of **at least three (3) directors** and may include nonvoting advisors. If the corporation has a Finance Committee, a majority of members of the Audit Committee may not concurrently serve as member of Finance Committee, and the chair of the Audit Committee may not serve on the Finance Committee.*

**Quality Committee** (Quarterly): Rod Place, Esgardo Medina and Alicia Yonemoto. The committee will meet on the same day as the Board Meetings on a Quarterly basis. Feb/May/Aug/Nov  
*Quality Committee would be given responsibility for the quality plan, routine and annual evaluation of quality measures, credentialing & privileging of staff, Program & Quality Committee: The Program & Quality Committee shall be composed of **not less than three (3) directors**, the majority of whom shall be members of the Board of Directors. All committee members shall have the right to vote.*

**Governance Committee** (Twice a year): Rod Place and Alicia Yonemoto. \* Need one more official member \*

*The Governance Committee shall be composed of **not less than three (3) directors**, the majority of whom shall be members of the Board of Directors. All committee members shall have the right to vote.*

## INITIAL APPOINTMENTS

DECEMBER 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
	No Initial Appointments on this report						

# REAPPOINTMENTS

DECEMBER 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 unless noted below.

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	Christine Mitchell, CNM	OB/GYN	Requirements for AHP staff met	None	AHP 02/20 to 02/22	Dept: 12/06/19 Cred: 12/03/19 Mec: 12/17/19
Reappointment	Rebecca Morris, CNM	OB/GYN	Requirements for AHP staff met	None	AHP 02/20 to 02/22	Dept: 12/06/19 Cred: 12/03/19 Mec: 12/17/19
Reappointment	Jason Bass, MD	OB/GYN	Requirements for Active Staff Met	None	Active 02/20 to 02/22	Dept: 12/03/19 Cred: 12/03/19 Mec: 12/17/19
Reappointment	Neha Vashishtha, MD	Pediatric	Requirements for Active Staff Met	None	Active 02/20 to 02/22	Dept: 12/03/19 Cred: 12/03/19 Mec: 12/17/19
Reappointment	Ramiro Zuniga, MD	Family Medicine	Requirements for Active Staff Met	None	Active 02/20 to 02/22	Dept: 12/03/19 Cred: 12/03/19 Mec: 12/17/19

## ADVANCEMENTS

DECEMBER 2019

The following practitioners are being advanced to their requested staff status 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.

Name	Specialty/Assigned Div/Dept	Current Category of Membership	Recommended Category	Reason	Recommend
	No Advancements on this report				

**RESIGNATIONS  
DECEMBER 2019**

Name	Reason for Resignation:	Effective Date of Resignation
Harish Chander, MD	Retired	Dec-19

**SERVICE AGREEMENT BETWEEN  
SAN JOAQUIN COUNTY  
AND EMMI PHYSICIAN SERVICES, INC.  
FOR PROVISION OF PROFESSIONAL SERVICES BILLING**

This Agreement is effective the 1<sup>st</sup> day of January 2020, by and between EMMI PHYSICIAN SERVICES, INC., (“EMMI”) and SAN JOAQUIN COUNTY, a political subdivision of the State of California for its San Joaquin General Hospital (“COUNTY”).

**I. RECITALS:**

- A. EMMI provides computerized billing and collection services, specializing in providing such services to licensed health care professionals.
- B. COUNTY operates San Joaquin County Clinics (“SJCC”), which includes eight (8) Federally Qualified Health Centers (“FQHC”) duly licensed by the State of California and employs and contracts with physicians to provide professional medical services at said clinics. FQHC for the purpose of this contract shall be those so designated by San Joaquin General Hospital (“HOSPITAL”).
- C. COUNTY desires to utilize the services of EMMI to provide services to the FQHC. The parties hereto desire to set forth in writing the terms and conditions under which EMMI will provide its services to COUNTY.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

**II. GENERAL PROVISIONS:**

- A. EMMI will provide billing, coding and collection services, including, but not limited to recording, processing, invoicing, and collection of charges to parties for all appropriately designated technical and/or professional services (“SERVICES”) rendered by FQHC.
- B. FQHC will submit to EMMI all necessary charge and payment information, patient demographics, treatment authorizations, referrals and other documents required to secure payment and capture required quality data.

**III. OBLIGATIONS:**

- A. EMMI SHALL:
  - 1. Provide adequate internal controls to safeguard the security and accuracy of all transactions for the COUNTY.
  - 2. Enter all charge capture documents into its system within three (3) business days of receipt. All charges will be reviewed for accuracy, completeness, appropriateness of coding, etc.



3. Prepare reconciliation of services performed as compared to charges captured on a daily basis. Any discrepancies will be brought to the attention of the appropriate FQHC and HOSPITAL personnel for follow-up and resolution. Any missing charges brought to light by the daily reconciliation process will be posted within three (3) business days.
4. Prepare and submit claims as follows:
  - a. Medi-Cal: Electronically on a daily basis
  - b. Medicare: Electronically on a daily basis
  - c. Health Plan of San Joaquin Electronically on a daily basis
  - d. Other Insurance: Electronically on a daily basis unless payer requires paper documents
5. Provide controls and a reconciliation process to verify electronic transmission of claims to Medicare, Medi-Cal, Health Plan of San Joaquin, and all other payers.
6. Send statements to patients for copayment and deductibles due, within seven (7) days of receipt of insurance payment, and weekly for all other patient obligations. All statements will include appropriate collection messages as approved by the Hospital's Deputy Director of Patient Financial Services and the FQHC Finance Director.
7. Monitor all unpaid claims for timely follow up and resolution of unpaid third-party payers.
8. Submit tracers to third-party payers to clarify the status of any unpaid claims thirty-five (35) days after original submission.
9. Provide all supplies necessary for billing and collections including postage, patient statements, insurance forms, and electronic claims submission.
10. Provide required reports as determined necessary by Hospital and FQHC leadership including but not limited to Aged Trial Balance, Summary & Detail Transactions by Financial Class/Physicians, Collection History by Payer-Summary & Detail.
11. Meet at least monthly with the appropriate FQHC/HOSPITAL committee or designated person(s) to review reports, statistics, etc.
12. Research and prepare payer overpayments and patient refunds on a timely basis and as required by regulation and/or payor contract.
13. Prepare a monthly activity summary that details and summarizes charges, payments, and adjustments for each payer class and provider.
14. Provide accounts receivable reports including summary, aging by payer class, denials by adjustment code, and individual physician productivity.
15. Provide such other services as may be required to improve the timeliness, effectiveness, and quality of the professional billing services.
16. Prepare accurate and timely FQHC-specific patient billing including, but not limited to, FQHC fee schedule, Prospective Payment System (PPS) rates, Sliding Fee Discount Program, wrap around payments and other payor specific requirements.
17. Generate timely and accurate data for Uniform Data System (UDS)/Clinical reporting at regularly determined intervals.
18. Establish with the assistance of SJCC Finance Director specific denial codes to ensure SJCC can monitor denied claims. Denial codes include, but are not limited to, Provider Not Credentialed, Timely Filing and Bad Debt.

**B. COUNTY SHALL:**

1. Ensure the following information is provided to EMMI either electronically or on paper:

- a. Itemized charges, including CPT code(s) and the Diagnostic code(s) and/or written diagnosis.
  - b. Dictated reports, attached to charges.
  - c. Chart Notes if required by a third-party payer.
  - d. Treatment Authorizations (i.e. Medi-Cal TARS and authorizations from the Health Plan of San Joaquin that were required, as well as any referrals and authorizations as required by other payers).
  - e. Patient demographics.
  - f. Insurance information, including copy of the front and back of patient's I.D. card.
  - g. Updated charge slips.
  - h. Changes in the provider billing information.
  - i. Other documents that may be required to reflect appropriate charging and/or to secure payment.
2. Provide such other information as may be required to improve the timeliness, effectiveness, and quality of the data being provided to EMMI.
  3. Be solely responsible for determining all charge structures and pricing policies.

**C. BOTH PARTIES SHALL:**

1. Approve all collection messages jointly.
2. Develop criteria under which patient account balances will be forwarded to third-party collection firms, including but not limited to the COUNTY Office of Revenue and Recovery.
3. Develop new reports as required by the COUNTY within 30 days of such notification.
4. Develop formal committee structure to establish criteria for measuring improvements in Professional Billing Services and methodology in reporting back to individual physicians.
5. Establish goals such as Charge Entry Lag Time, Denial Rates, Claim Submission Rates to monitor contract performance.

**IV. TERM:**

The term of this Agreement is two (2) years commencing on the effective date. This Agreement will terminate on December 31, 2021. The agreement may be renewed for additional terms only upon express written consent of the parties.

**V. COMPENSATION:**

As compensation for the Services rendered by EMMI under the terms of this Agreement, COUNTY agrees to pay EMMI as follows.

- A. A monthly sum equal to eight percent (8%) of all FQHC funds collected and deposited arising from the SERVICES rendered by FQHC and collected by EMMI.
  1. Compensation will be paid monthly from collected revenue on or before the end of each calendar month, based on collections received during the previous month. Payment will be made by HOSPITAL on total funds received by HOSPITAL and EMMI, reduced by Payer overpayments and patients account refunds.
- B. As part of the monthly reports to be provided by EMMI to COUNTY as previously set forth in this Agreement, appropriate data shall be included therein which sets forth the basis of the

compensation which EMMI is entitled to receive from COUNTY under the terms of this Agreement.

- C. EMMI will not receive compensation for capitation payments paid to COUNTY or EMMI by The Health Plan of San Joaquin. However, EMMI will provide encounter data that may be necessary for The Health Plan of San Joaquin capitated patients.
- D. Payments from insurers and patients that are received by EMMI will be deposited into the COUNTY bank account on a daily basis. EMMI will prepare and maintain a copy of such remittance advice/check for posting to the appropriate patient account.

## **VI. METHODS OF PERFORMANCE:**

- A. In performing their respective responsibilities, each party agrees to comply with all applicable laws, regulations and ordinances to which this Agreement is subject. EMMI will comply with the Office of the Inspector General's Compliance Program Guidance for Third Party Medical Billing companies and other regulatory oversight programs such as Health Resources and Administration Services (HRSA). EMMI agrees to subject all records of collection efforts to periodic independent compliance reviews, at the expense and direction of the COUNTY.
- B. ADA Compliance: EMMI shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)
- C. EMMI shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, EMMI shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. EMMI shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
- D. EMMI shall comply with Assembly Bill 1522, known as the Healthy Workplace, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 2015.

## **VII. CONFIDENTIALITY AND PROTECTION OF DATA:**

All information in whatever form regarding patient treatment, demographics, and charges is confidential. EMMI will safeguard and retain in confidence all such information including its employees, agents, and servants to take such measures as are required by state and federal statutes and regulations to maintain the confidential information and prevent unauthorized disclosure.

EMMI shall execute the "Business Associate Agreement" (Addendum) and shall require any subcontractor(s) who access protected health information, as defined by 45 C.F.R. Parts 160 and 164 to execute a Business Associate Agreement.

It is the intention of both parties that during the term of this Agreement and any extensions thereof, the parties shall comply with the requirements of HIPAA, CMIA and any other applicable federal or state statutes or regulations in effect as of the effective date of this Agreement together with any changes that may be implemented during the term of this Agreement or any extensions thereto.

## **VIII. TERMINATION:**

- A. Termination for Cause: If EMMI breaches or habitually neglects EMMI'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement.
- B. Termination for Convenience: In addition, COUNTY may terminate this Agreement for its convenience upon thirty (30) days written notice to CONTRACTOR.
- C. Funding out Clause: If the County Board of Supervisors fails to appropriate funds to enable the COUNTY Departments to operate under this Agreement, this Agreement will be cancelled immediately, and the CONTRACTOR will be given written notice of such termination.
- D. If this Agreement is terminated under paragraphs 1, 2 or 3 above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, CONTRACTOR shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payment of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this contract.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that CONTRACTOR can legally cancel; COUNTY shall not be liable for any expenses incurred by CONTRACTOR subsequent to the notice of termination.
- F. EMMI shall store and maintain all records for such period of time as required by both Medicare and Medi-Cal. At the end of such period, all documents shall be returned to the COUNTY. If the Agreement is terminated prior to its termination date, the COUNTY shall be responsible for the removal of all records pertaining to this Agreement at its own expense.

## **IX. ASSIGNMENT:**

Neither EMMI nor COUNTY shall assign or otherwise transfer this Agreement or any interest therein, without the prior written consent of the other party. EMMI reserves the right to restructure its ownership, and such restructuring shall not be considered an assignment or transfer provided that EMMI retains ownership of fifty-one percent (51%) or greater of the resulting entity.

## **X. NOTICES:**

Any and all notices and other communications required or permitted by this Agreement shall be served on or given to either party by the other party in writing and shall be deemed duly and given when personally delivered to any party to whom it is directed, or in lieu of any personal service when deposited in the United States mail, first class, postage pre-paid, addressed to the

parties hereto at the addresses set forth herein-below or such other forwarding address as either party shall give to the other party.

EMMI  
Cyril Seligman, President/CEO  
3116 West March Lane, #200  
Stockton, CA 95207

COUNTY  
Chief Financial Officer  
P.O. Box 1020  
Stockton, CA 95201

**XI. SEVERABILITY:**

If any clause or provision of the Agreement is deemed illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this Agreement shall not be affected. The remainder of this Agreement shall remain operative and binding on the Parties.

**XII. COOPERATION:**

Each party shall fully cooperate with the other in connection with the requirements imposed by this Agreement to the end that neither party shall act in any manner to impede the other in performing its obligations.

**XIII. EXCLUSIVITY:**

Excluding accounts that have been returned by EMMI to COUNTY, COUNTY shall not, during the term of this Agreement, nor any extensions thereto, collect their own billings directly or refer any such billing to another billing and collection service. Should COUNTY receive any money for SERVICES rendered and such payments are not known to EMMI, the COUNTY agrees to report said receipts to EMMI within one (1) week. Should the COUNTY fail to submit to EMMI for collection any billings for SERVICES rendered during the term of this Agreement, EMMI will be entitled to its full fee as provided in Section 3 as if such billings were collected by EMMI.

**XIV. WAIVERS AND CONSENTS:**

None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver is in writing and signed by the waiving party. A waiver by any party hereto of a breach of a provision of this Agreement shall not constitute a waiver or prejudice such parties right otherwise to demand strict compliance with that same provision or any other provision at any other during the term of this Agreement. Whenever the consent of any party hereto is required hereunder, the granting of such consent by such party in any instance shall not constitute consent to subsequent instances where such same consent is required.

**XV. MEDICARE REQUIREMENT:**

Emmi shall, upon the written request of the Secretary of Health and Human Services or the Comptroller General or any duly authorized representatives, make available the contract documents necessary to verify the services provided under this Agreement. Such documentation shall be available up to four (4) years after the rendering of such services. If EMMI carries out any of this Agreement through a subcontract value of ten thousand dollars (\$10,000) or more over a twelve (12) month period, EMMI agrees to include this requirement in any such subcontract(s). This section is included pursuant to Public Law 96-499 Sec. 952 (Sec. 1861(V) (I) of the Social

Security Act). No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the COUNTY or EMMI by virtue of this Agreement.

#### **XVI. INDEMNIFICATION:**

EMMI shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of EMMI, its employees, officers, agent or subcontractors.

EMMI shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

#### **XVII. INSURANCE:**

EMMI, shall submit proof of insurance with liability limits as set forth below to COUNTY showing EMMI, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to COUNTY.

1. EMMI agrees to be responsible to ensure that the requirements set forth in this article/paragraph are also to be met by EMMI's subcontractors, if any, who provide services pursuant to this Agreement.

2. General Liability Limits

a. BI & PD combined/per occurrence/Aggregate	\$2,000,000
b. Personal Injury/Aggregate	\$2,000,000
c. Automobile Liability/per occurrence	\$2,000,000
d. Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions.	\$2,000,000
e. Workers Compensation	Statutory Requirement

3. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

4. Copies of the insurance certificates shall be filed with the COUNTY c/o Purchasing Agent, San Joaquin General Hospital, P.O. Box 1020, Stockton, California 95201.

#### **XVIII. CONFLICT of INTEREST STATEMENT**

EMMI covenants that EMMI, its officers, employees, or their immediate family members, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of SERVICES required to be performed under this Agreement. EMMI further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by EMMI under this Agreement. EMMI shall not hire COUNTY employees to perform any portion of the work or SERVICES provided for herein including secretarial, clerical and similar incidental services except under the written approval of COUNTY. Performance of SERVICES under this Agreement by associates or employees of EMMI shall not relieve EMMI from any responsibility under this Agreement.

#### **XIX. DRUG FREE WORKPLACE:**

EMMI shall comply with the provisions of Government Code Section 8350 et. seq., otherwise known as the Drug-Free Workplace Act.

#### **XX. FORCE MAJEURE:**

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either EMMI or the COUNTY.

#### **XXI. DISCRIMINATION:**

During the performance of this contract, EMMI and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, religious, creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

#### **XXII. EMMI'S STATUS:**

In the performance of work, duties and obligations imposed by this Service Agreement, EMMI is at all times acting as an Independent Contractor practicing its profession and not as an employee of the COUNTY. EMMI shall perform its work in accordance with currently approved methods and standards of practice in EMMI'S specialty. A Copy of EMMI'S current local, state or other business license(s) required to conduct the services stated herein, will be provide to COUNTY. Neither EMMI nor its officers, employees or agents shall have any claim under this

Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. EMMI shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

**XXIII. ENTIRE AGREEMENT AND MODIFICATION:**

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

**XXIV. GOVERNING LAW AND JURISDICTION:**

The laws of the State of California shall govern this Agreement, and any question arising hereunder shall be construed or determined according to such law. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California and in no other courts. EMMI hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth above.

**EXECUTED** by the parties as follows:

COUNTY OF SAN JOAQUIN  
A political subdivision of the  
State of California

ATTEST: RACHEL DeBORD  
Clerk of the Board of Supervisors  
of the County of San Joaquin  
State of California



By \_\_\_\_\_  
MIGUEL A. VILLAPUDUA, Chair  
Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
DAVID K. CULBERSON  
Chief Executive Officer  
San Joaquin General Hospital

By \_\_\_\_\_  
CYRIL SELIGMAN  
President and CEO  
EMMI Physician Services, Inc.

APPROVED AS TO FORM:

By \_\_\_\_\_  
QUENDRITH MACEDO  
Deputy County Counsel

**SAN JOAQUIN COUNTY**  
**FQHC RATE SETTING AUDIT ANALYSIS**  
**WORST CASE SCENARIO**  
**FYE 6/30/2015**

7

12/16/2019

Line	Description	Reference	Family Medicine Clinic NPI 1578803425	Children's Health Services NPI 1083955801	Primary Medicine Clinic NPI 1710228531	Healthy Beginnings California St. NPI 1538400353	Healthy Beginnings French Camp NPI 1629319447	TOTALS
1	Total As-Filed Allowable Cost	RSCR W/S 2	4,663,384	3,760,254	5,653,217	2,174,608	2,944,476	
2	As-Filed Productivity Adjusted Visits	RSCR W/S 6	25,428	16,167	35,721	8,715	9,618	95,649
3	<b>As-Filed MCal PPS Rate per RSCR</b>	<b>Line 2 / Line 3</b>	<b>183.40</b>	<b>232.59</b>	<b>158.26</b>	<b>249.52</b>	<b>306.14</b>	
4	Clinic audit adjs		(603,413)	(483,447)	(1,004,398)	(212,673)	(474,115)	
5	Home Office adjs		(958,463)	(787,599)	(1,157,365)	(535,886)	(565,512)	
6	Total Audit adjs		(1,561,876)	(1,271,046)	(2,161,763)	(748,559)	(1,039,627)	
7	Total Projected Audited Cost		3,101,508	2,489,208	3,491,454	1,426,049	1,904,849	
8	<b>Projected Audited Cost per Visit</b>	<b>Line 7 / Line 2</b>	<b>121.97</b>	<b>153.97</b>	<b>97.74</b>	<b>163.63</b>	<b>198.05</b>	
9	Interim Rate at 90% of As-Filed	Line 3 x 90%	165.06	209.33	142.43	224.57	275.53	
10	Variance per Visit Audited to Interim Rate	Line 8 - Line 9	(43.08)	(55.36)	(44.69)	(60.94)	(77.48)	
11	Estimated MCal Visits in Rate Setting Year (Traditional at 5% of Mgd Care + Mgd Care from PPS Recon)	Estimated	15,044	5,823	23,644	3,807	4,263	52,582
12	<b>Projected Annual Cash Impact of Audit</b>	<b>Line 10 x Line 11</b>	<b>(648,171)</b>	<b>(322,383)</b>	<b>(1,056,692)</b>	<b>(232,020)</b>	<b>(330,287)</b>	<b>(2,589,553)</b>
13	Reserve Rate per Visit at 80% of As-Filed	Line 3 x 80%	146.72	186.07	<b>126.61</b>	199.62	244.91	
14	Variance per Visit Audited to Reserve	Line 8 - Line 13	(24.74)	(32.10)	(28.87)	(35.99)	(46.86)	
15	<b>Projected Annual P/L Impact of Audit</b>	<b>Line 14 x Line 11</b>	<b>(372,264)</b>	<b>(186,940)</b>	<b>(682,503)</b>	<b>(137,018)</b>	<b>(199,778)</b>	<b>(1,578,503)</b>

**SAN JOAQUIN COUNTY**  
**FQHC RATE SETTING AUDIT ANALYSIS**  
**BEST CASE SCENARIO**  
**FYE 6/30/2015**

12/16/2019

Line	Description	Reference	Family Medicine Clinic NPI 1578803425	Children's Health Services NPI 1083955801	Primary Medicine Clinic NPI 1710228531	Healthy Beginnings California St. NPI 1538400353	Healthy Beginnings French Camp NPI 1629319447	TOTALS
1	Total As-Filed Allowable Cost	RSCR W/S 2	4,663,384	3,760,254	5,653,217	2,174,608	2,944,476	
2	As-Filed Productivity Adjusted Visits	RSCR W/S 6	25,428	16,167	35,721	8,715	9,618	95,649
3	<b>As-Filed MCal PPS Rate per RSCR</b>	<b>Line 2 / Line 3</b>	<b>183.40</b>	<b>232.59</b>	<b>158.26</b>	<b>249.52</b>	<b>306.14</b>	
4	Clinic audit adjs		38,264	(77,146)	(188,093)	(37,765)	(156,414)	
5	Home Office adjs		(253,066)	(150,843)	(309,821)	(86,424)	(117,342)	
6	Total Audit adjs		(214,802)	(227,989)	(497,914)	(124,189)	(273,756)	
7	Total Projected Audited Cost		4,448,582	3,532,265	5,155,303	2,050,419	2,670,720	
8	<b>Projected Audited Cost per Visit</b>	<b>Line 7 / Line 2</b>	<b>174.95</b>	<b>218.49</b>	<b>144.32</b>	<b>235.27</b>	<b>277.68</b>	
9	Interim Rate at 90% of As-Filed	Line 3 x 90%	165.06	209.33	142.43	224.57	275.53	
10	Variance per Visit Audited to Interim Rate	Line 8 - Line 9	9.89	9.16	1.89	10.70	2.15	
11	Estimated MCal Visits in Rate Setting Year (Traditional at 5% of Mgd Care + Mgd Care from PPS Recon)	Estimated	15,044	5,823	23,644	3,807	4,263	52,582
12	<b>Projected Annual Cash Impact of Audit</b>	<b>Line 10 x Line 11</b>	<b>148,821</b>	<b>53,322</b>	<b>44,617</b>	<b>40,747</b>	<b>9,171</b>	<b>296,679</b>
13	Reserve Rate per Visit at 80% of As-Filed	Line 3 x 80%	146.72	186.07	<b>126.61</b>	199.62	244.91	
14	Variance per Visit Audited to Reserve	Line 8 - Line 13	28.23	32.42	17.71	35.65	32.77	
15	<b>Projected Annual P/L Impact of Audit</b>	<b>Line 14 x Line 11</b>	<b>424,729</b>	<b>188,765</b>	<b>418,806</b>	<b>135,749</b>	<b>139,680</b>	<b>1,307,729</b>

**SAN JOAQUIN COUNTY**  
**FQHC RATE SETTING AUDIT CLINIC ADJUSTMENTS IMPACT**  
**FYE 6/30/2015**

12/13/2019

Line	Description	Reference	Family Medicine Clinic NPI 1578803425	Children's Health Services NPI 1083955801	Primary Medicine Clinic NPI 1710228531	Healthy Beginnings California St. NPI 1538400353	Healthy Beginnings French Camp NPI 1629319447	TOTALS
1	Total As-Filed Allowable Cost	RSCR W/S 2	4,663,384	3,760,254	5,653,217	2,174,608	2,944,476	
2	As-Filed Productivity Adjusted Visits	RSCR W/S 6	25,428	16,167	35,721	8,715	9,618	95,649
3	<b>As-Filed MCal PPS Rate per RSCR</b>	<b>Line 2 / Line 3</b>	<b>183.40</b>	<b>232.59</b>	<b>158.26</b>	<b>249.52</b>	<b>306.14</b>	
4	General Clinic specific adjs		38,264	(77,146)	(188,093)	(37,765)	(156,414)	
5	Clinic specific physician fringe benefit adjs		(641,677)	(406,301)	(816,305)	(174,908)	(317,701)	
6	Total Adjs		(603,413)	(483,447)	(1,004,398)	(212,673)	(474,115)	

**SAN JOAQUIN COUNTY**  
**FQHC RATE SETTING HOME OFFICE AUDIT ADJUSTMENTS IMPACT**  
**FYE 6/30/2015**

12/13/2019

Line	Description	Reference	Family Medicine Clinic NPI 1578803425	Children's Health Services NPI 1083955801	Primary Medicine Clinic NPI 1710228531	Healthy Beginnings California St. NPI 1538400353	Healthy Beginnings French Camp NPI 1629319447	TOTALS
1	Total As-Filed Home Office Cost		1,776,229	1,363,236	2,061,559	963,428	1,266,425	
a	Elimination of FQHC Admin		(560,179)	(463,062)	(698,226)	(234,195)	(324,289)	(2,279,951)
b	Impact of eliminating Phys Comp from A&G Stat		(184,956)	(101,319)	(226,116)	(59,026)	(81,411)	(652,828)
c	Elimination of Maint O/H		(56,435)	(27,392)	(47,880)	(61,359)	(78,300)	(271,366)
d	Elimination of Hskpg O/H			(42,623)		(95,475)		(138,098)
e	Elimination of Cafeteria O/H			(32,898)		(15,715)		(48,613)
f	Elimination of Nursing Admin O/H		(88,783)	(70,781)	(101,438)	(42,718)	(45,581)	(349,301)
g	Elimination of Pharmacy O/H		(68,110)	(49,524)	(83,705)	(27,398)	(35,931)	(264,668)
2	Total Proposed Home Office adjs		(958,463)	(787,599)	(1,157,365)	(535,886)	(565,512)	(4,004,825)
3	Revised Home Office Cost		817,766	575,637	904,194	427,542	700,913	

**SAN JOAQUIN COUNTY CLINICS  
IMPACT ANALYSIS: ELIMINATION OF PHYSICIAN COMPENSATION  
FROM A&G STATISTICAL ALLOCATION BASIS  
FINAL PPS RATE SETTING COST REPORTS FOR FY 2015**

	Hospital Cost Report Line	192.01	192.02	192.04	192.05	192.06	
Line	Description	Children's Health Services CA St	Family Medicine	Primary Medicine	Healthy Beginnings CA St	Healthy Beginnings French Camp	Totals
1	A&G Cost assigned to FQHCs per Audited Medi-Cal Cost Report	468,384	568,820	703,907	242,042	333,819	2,316,972
2	Professional fees eliminated by DHCS from A&G allocation statistic	(635,969)	(1,160,952)	(1,419,312)	(370,501)	(511,007)	
3	A&G Unit Cost Multiplier per Audited Medi- Cal Cost Report	15.9314%	15.9314%	15.9314%	15.9314%	15.9314%	
4	Projected Reduction in allocated A&G Cost	(101,319)	(184,956)	(226,116)	(59,026)	(81,411)	(652,828)
5	A&G Percent Reduction	(22%)	(33%)	(32%)	(24%)	(24%)	(28%)

**SAN JOAQUIN COUNTY CLINICS  
FQHC UPDATE AND PENDING ISSUES  
Presented by: Carlos Jimenez, Director – Wipfli LLP  
December 17, 2019**

1. Original five FQHC sites and locations: Family Medicine Clinic, Primary Medicine Clinic, Healthy Beginnings, Children's Health Services – Stockton (CA St), Healthy Beginnings – Stockton (CA St)
2. Medi-Cal Prospective Payment System (PPS) for FQHCs
  - A. Interim rate setting process upon Medi-Cal enrollment
    - i. Originally set at Medicare Upper Payment Limit at the time - \$129.02 per visit
    - ii. Later revised to 90% of the as-filed cost per visit in the final rate setting cost reports for each site
  - B. Final rate setting cost report based on first full fiscal year of operation; for San Joaquin's original five FQHC sites this was FY 2015
    - i. By statute, DHCS has three years from the report acceptance date to complete a rate setting audit and issue the final PPS rate
    - ii. For counties like San Joaquin where the county hospital is essentially the "home office" for the FQHCs, the rate setting audits take place AFTER the hospital audit has been completed
      - a. Since 2016, county-affiliated FQHCs have experienced several shifts in DHCS audit practices relating to the "home office"
    - iii. In actual practice, county FQHC rate setting audits are not typically completed almost 3 years after filing
3. Current status of FY 2015 rate setting audits
  - A. Worst-case and best-case scenarios (see handout)
  - B. Four key issues still under dispute
    - i. "FQHC Admin" department cost (home office cost)
    - ii. Treatment of FQHC physician compensation in hospital cost report (home office cost)
    - iii. Allocation of hospital Maintenance and Nursing Administration cost to the FQHCs (home office cost)
    - iv. Fringe benefits and payroll taxes related to physician compensation (direct clinic cost)

- C. Potential actions and timing
  - i. Current time waiver expires at the end of February; essentially giving us until the end of January to submit additional information
  - ii. Likely “escalation” of key disputed issues to DHCS-Sacramento if no concessions/revisions by auditors
  - iii. Potential informal appeal; briefly describe the process
- 4. PPS Reconciliation
  - A. FQHCs entitled to full PPS rate for all covered Medi-Cal visits
  - B. Most of San Joaquin’s Medi-Cal FQHC utilization comes through Medi-Cal Managed Care (MMC)
    - i. MMC pays either capitation or a fee-for-service and San Joaquin then bills the Medi-Cal program to get a “wraparound” payment.
    - ii. The “wraparound” payment rate is a set amount per visit, ideally representing the difference what was paid by the MMC and the PPS rate for the particular site
  - C. Currently, DHCS is running about 2-3 years behind in auditing and finalizing PPS Reconciliations
    - i. This process is often further delayed if the audit of the corresponding year’s rate setting or rate rebasing report has not been completed. This is the case with San Joaquin, where its PPS Reconciliations dating back to FY 2015 have not been audited and finalized.
- 5. Questions?



## Technical Assistance Observations



FISCAL SOLUTIONS LLC

Renee A. Filson, Principal  
fiscalsolutions101@gmail.com

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Fiscal Solutions, LLC was asked by San Joaquin County Clinics (SJCC) to conduct a three-day site visit to complete an analysis and provide technical assistance. The following contains a summary of the observations related to fiscal, governance and administration.

- ▶ Observations listed using **RED** require immediate action. Failure to do so will jeopardize SJCC's current FQHC Look A-Like designation and the organization's ability to apply for future federal 330 grant funding opportunities.
- ▶ Observations listed using **YELLOW** require action.
- ▶ Observations listed using **GREEN** are best practice recommendations.

It is important to note, the HRSA BPHC Health Center Compliance Manual is a working document and the most recent update was in April 2019. HRSA's expectation is that all Health Centers are in compliance at all times.

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## Billing

- ▶ SJCC must develop a fee schedule using local and prevailing rates. All CPT codes must have charges associated with them
- ▶ SJCC must bill claims within 14 days from the Date of Service
- ▶ SJCC should work with the hospital to develop a credentialing process for FQHC providers to ensure timely credentialing and insurance payers
- ▶ SJCC must correct its sliding fee discount program in its practice management system
- ▶ SJCC should include language provisions in the contract with EMH to safeguard the FQHC
- ▶ SJCC should provide FQHC coding training for its providers

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## Rate Setting/Expansion

- ▶ SJCC should continue to develop processes to file open patient reimbursement rates
- ▶ SJCC must develop a comparison budget using the reduction of PTC's at French Camp to compare to the rate proposed rate
- ▶ SJCC staff must continue to work with hospital staff to determine what costs make up the overhead allocation
- ▶ SJCC must obtain a written guarantee from the third party that no harm will come to SJCC should SJCC decide to take the advice of the third party to use only one rate for all French Camp sites
- ▶ SJCC should consider combining its French Camp sites into one site. SJCC must complete a financial analysis to determine the new rate. If SJCC determines it is in its best interest to combine all three French Camp sites into one, it must proceed with notifying HRSA as well as all third-party payors as appropriate.

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## Program Monitoring & Data Reporting

- ▶ SJCC must receive financial statements timely. SJCC must have systems in place to gather data needed for reporting and it must also show this data supports decision making

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## Contracts & Service Agreements

- ▶ SJCC must review its contracts and service agreements (Form 5A) to ensure they contain all HRSA required language provisions:
  - ▶ Specific activities or services to be performed or goods to be provided by the contractor;
  - ▶ How the health center will monitor contract performance;
  - ▶ Data reporting expectations and intervals for such reporting;
  - ▶ Provisions for record retention and access, audit, and property management
- ▶ Providers 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 contracted or referred services, as assessed through a privileging process.
- ▶ Services are discount using a Sliding Fee Discount Program

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## Co-Applicant Agreement

- ▶ SJCC must update its co-applicant agreement as follows:
  - ▶ Include all sites or include language that allows sites to be added, consolidated or deleted;
  - ▶ Update the definition of a patient board member *per the Compliance Manual*;
  - ▶ Update the definition of family to comply with HRSA's definition;
  - ▶ The board will update their strategic plan at least once every 3 years;
  - ▶ The agreement must be modified to reflect that the health center's CFO/Finance Director shall prepare monthly financial reports.
- ▶ Revise the agreement to specify that the health center governing board must have authority for establishing or adopting policy for eligibility for services including criteria for partial payment schedules;

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## Co-Applicant Agreement

- ▶ Revise the agreement to specify that the health center board is charged with adopting, evaluating at least once every three years, and, as needed, approving updates to policies in the following areas: sliding fee discount program, QI/QA as well as billing and collections;
- ▶ Governing Law must be revised to include the Health Center Program Compliance Manual and the applicable laws, regulations and policies.
- ▶ Consider changing the quarterly evaluation of SJCC's board to annually.
- ▶ In public entities, it is customary and allowable for the public entity to retain authority over the personnel policies.
- ▶ Recommend that Liaison Committee be modified to include 2 representatives of the County, 2 representatives of the SJCC board & SJCC's CEO.

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## Bylaws

- ▶ SJCC must update its bylaws as follows:
  - ▶ The board must hold monthly meetings where a quorum is present to ensure the board has the ability to exercise its required authorities and functions;
  - ▶ Update the definition of family to ensure compliance with HRSA's definition;
  - ▶ Update the definition of a patient board member *per the Compliance Manual*;
  - ▶ Specify that the board must review and approve the QI/QA policy at least once every 3 years;
  - ▶ It is not necessary for the SJCC Board to ratify the County's financial management and personnel policies when they have no authority to modify them. They could and must be informed the County policies and procedures and their potential impact on the health center. The bylaws must be revised to reflect this reality.

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## Bylaws

- ▶ Consider adding board education to the duties of the Governance Committee.
- ▶ Consider specifying term limits *where the board may extend the offer to renew*.
- ▶ SJCC may want to specify language regarding termination of membership, e.g., Membership on the Board may be terminated prior to a term completion due to any of the following:
  - ▶ A Director who has engaged in illegal activities, has acted in any manner that is violation of or inconsistent with these Bylaws, or has engaged in activities that reflect negatively on SJCC.
  - ▶ Determination that any of the above violations occurred must be at a meeting of the Board with such item reflected on the agenda, with a quorum present and by a two-thirds (66.6% or more) vote of disinterested Directors present at the meeting.

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## Other

- ▶ It is urgent that SJCC develop and implement a board recruitment plan.
- ▶ Increase fiscal and clinical expertise within the board of directors.
- ▶ The board has only one employee - the CEO and at this point, it strongly recommended that the board have one point of contact.
- ▶ Recommend that SJCC increase board membership to 11-13.
- ▶ The Board roster must be up to date at all times. Develop a process to verify health center board members and inviteable board members on ongoing basis. **Please note:** When calculating the demographic information (race, ethnicity and gender) for FHIR HL, the denominator should only include the patient board members.
- ▶ Provide a roster with contact information to current board members.
- ▶ **Develop a board calendar**

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## Other

- ▶ **Develop a board education plan**
- ▶ Provide ongoing board training.
- ▶ The minutes must document all required FQHC board authorities and responsibilities. Minutes must record the board's attendance, key actions and decisions.
- ▶ Should be a summary of key discussion items not verbatim recording.
- ▶ See if the demographics related to special populations such as migrant/seasonal farmworker status, homelessness, public housing residency, etc. can be mapped from the previous EMR, eCW, to Cerner for the LAL certification and upcoming NAP application. Ascertain if those field can become mandatory fields. Alternately, implement a training/quality assurance process to ensure that registration staff (both FQHC and hospital staff) understand the importance of completing the special populations data. Conduct audits to ensure the information is being entered consistently.
- ▶ Develop and implement a strategic, time-framed, measurable written outreach plan. The outreach plan must be tied to the most recent needs assessment and the strategic plan.
- ▶ Write up the changes in scheduling/the call center as a quality improvement project/promising practice.

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## Strategic Planning

- ▶ The plan must address financial management and capital expenditure needs.
- ▶ Revise the plan to include an executive summary, context, a brief description of the strategic planning process, the organization's mission, vision and values and who was involved in developing the Plan, dates, responsible parties. Strategic plans generally include an analysis of strengths, weaknesses, opportunities, threats (SWOT) conducted with internal and external stakeholders. The plan must also include key performance indicators (KPI's) so the both the health center board and leadership team can track the health center's performance, adjust as needed and ultimately evaluate whether the goals (priorities) have been achieved.
- ▶ Tie the plan to/reference the Hospital's or County's Strategic Plan.

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## Compliance

- ▶ SJCC should identify one point of contact for all HRSA required reporting to ensure compliance.
  - ▶ Each SJCC leadership staff should be held responsible for its area of expertise and update the point of contact.
- ▶ SJCC should utilize a board checklist to monitor compliance for the board of directors
- ▶ Some SJCC staff would benefit from an orientation to the Health Center Program Requirements

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# **SAVE THE DATE**

**FISCAL SOLUTIONS PRESENTS  
SJCC FQHC BOARD TRAINING**

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**WEDNESDAY, JANUARY 8, 2020  
3:00 P.M. TO 7:00 P.M.  
SJGH CONFERENCE ROOM 1A&B**

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**HOT DINNER WILL BE PROVIDED  
PLEASE CONFIRM ATTENDANCE  
TO ADELÉ GRIBBLE @ [agribble@sigh.org](mailto:agribble@sigh.org)  
OR 209-468-6372**