



**San Joaquin County Clinics
Board Meeting Agenda
Tuesday, December 28 2021, 5:00 p.m.**

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Conference ID: 421 643 065#

- | | | |
|--|---|----------------------------------|
| 1. Introduction & Establish Quorum | | Rod Place |
| a. Call to Order & Establish Quorum | | |
| b. SJCC Board of Director's Attendance Record (Jan-Nov 2021) | | |
| c. Introductions | | |
|
2. Approval of Minutes SJCC Board Meeting from 11/30/21 | * |
Rod Place |
|
3. Public Comment | |
General Public |
| a. Vote to determine time limit for Public Comment | * | |
|
4. Subcommittee Date Changes for 2022 | |
Michael Allen |
| a. January Finance & Quality meetings change to 1/24/22 | * | |
| b. February Finance & Quality meetings change to 2/22/22
and full Board meeting change to 2/23/22 | * | |
| c. May Finance & Quality meetings change to 5/23/22 | * | |
| d. October Finance & Quality meetings change to 10/24/22 | * | |
| e. December Finance & Quality meetings change to 12/27/22
and full Board meeting change to 12/28/22 | * | |
|
5. Review Applicant/Co-Applicant Agreement | * |
Dr. Farhan Fadoo |
|
6. Quality Committee Report – December 2021 | * |
Padma Magadala/Charson Chang |
|
7. Credentialing & Privileging Report – December 2021 | * |
Angela Ayala |
|
8. Finance Committee Report – December 2021 | * |
Kris Zuniga |
|
9. Legislative Update & Grants Approvals – December 2021 | |
Jeff Slater/Rajat Simhan |
| a. Retroactive approval for annual HRSA Look-Alike (LAL) certification | * | |
|
10. CEO Report | |
Dr. Farhan Fadoo |
|
11. Adjournment of Board Meeting | |
Rod Place |

***Action Item**

**Next Meeting Date: January 25, 2021 @ 5:00 P.M.
Microsoft Teams Meeting**

Note: If you need disability-related modification or accommodation to participate in this meeting, please contact San Joaquin County Clinics (SJCC) at (209) 468-7837 at least 48 hours prior to the start of the meeting. Government Code Section 54954.2(a). Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection by contacting the SJCC Clerk of the Board at 500 W. Hospital Road, French Camp, CA during normal business hours.



SJCC BOARD OF DIRECTORS ATTENDANCE RECORD 2021

2021 Meeting Dates

Member Name	Patient? Yes / No	Joined Board	1/26/21	2/23/21	3/30/21	4/27/21	5/25/21	6/29/21	7/27/21	8/31/21	9/28/21	10/26/21	11/30/21	12/28/21
Antigua, Paul	No	2021								P	P	P	P	
Baskett, Mike	No	2018	AU	AE	P	P	AE	P	P	P	AU	AU		
Chang, Charson MD	No	2021								P	P	P	P	
Cortez, Ismael	Yes	2011	AE	AE	AU	P	P	AU	AU	AU	AU	AU		
Fuentes, Monica	No	2021										P	P	
Heck, Brian	Yes	2019	P	P	P	P	P	P	P	P	P	P	P	
Hernandez, Jessica	Yes	2021										P	P	
King, Cynthia	No	2021									P	P	P	
Lee, Karen	No	2021									P	P	P	
Maldonado, Alvin	Yes	2011	P	AE	P									
Medina, Esgardo *	Yes	2020	P	P	P	P	AE	P	P	P	P	P	P	
Mills, Mary	No	2010	P	P	AE	AU	P	P	AU	AU	AU	P		
Place, Rod	Yes	2010	P	AE	P	P	AE	P	P	P	P	P	P	
Pua, Bernadette	No	2021									P	P	P	
Sandoval, Luz Maria	Yes	2013	AU	AU	AU	AU	AU	AU	AU	AU	AU	AU		
Scoz, Christopher **	Yes	2020	P	P	AE	P	AE	P	P	AE	AE	AE		
Yonemoto, Alicia	Yes	2014	P	P	P	P	P	P	P	P	P	P		

CODE P = Present

Code AE = Absence Excused

CODE AU = Absence Unexcused

Minutes of November 30, 2021

San Joaquin County Clinics Board of Directors

Board Members Present:

Rod Place (SJCC Board Chair); Paul Antigua (SJCC Board Treasurer); Charson Chang (SJCC Board Member); Dr. Farhan Fadoo (SJCC CEO); Monica Fuentes (SJCC Board Member); Brian Heck (SJCC Vice Chair); Jessica Hernandez (SJCC Board Member); Cynthia King (SJCC Board Member); Karen Lee (SJCC Board Member); Esgardo Medina (SJCC Board Member); Bernadette Pua (SJCC Board Member)

Excused Absent:

None

Unexcused Absent:

None

SJCC Staff:

Alice Souligne (SJCC COO); Kris Zuniga (SJCC CFO); Rajat Simhan (SJCC Consultant); Padmaja Magadala (SJCC Staff); Angela Ayala (SJCC Staff); Jeff Slater (SJCC Consultant); Susan Thorner (SJCC Consultant); Michael Allen (SJCC Clerk of the Board); Quenny Macedo (San Joaquin County Counsel)

Guests:

None

AGENDA ITEM	ATTACHMENTS	ACTION
1. <u>Call to Order (Rod Place)</u> The meeting was called to order at 5:01 p.m. A quorum was established for today's meeting.	No attachment	No action required
2. <u>Approval of Minutes from 10/26/21 (Rod Place)</u> Meeting minutes from 10/26/21 were approved.	Board Minutes 2021-10-26	Charson motioned to approve the minutes and Jessica seconded; motion was approved unanimously
3. <u>Public Comment</u> None	No attachment	No action required
4. <u>Board Training – Brown Act (Quenny Macedo, County Counsel)</u> Quenny presented some basics on the Ralph Brown Act, including what agencies need to comply, standing & ad hoc committee rules, meeting notices & agenda postings, what can be discussed at meetings, opportunity for public comment, closed session rules & reporting, special & emergency meetings, remote meeting rules, and violations & penalties. Quenny noted that if there are ever questions or concerns, we should consult County Counsel.	Brown Act Presentation Slides	No action required
5. <u>Subcommittee Date Changes for 2022 (Michael Allen)</u> Change of subcommittee dates for January and February were discussed, but due to varying schedules, this item will be postponed until the December Board session.	No attachment	Postponed vote to December session
6. <u>Strategic Plan Presentation (Jeff Slater/Rajat Simhan)</u> Strategic plan booklet was briefly reviewed by Rajat, with specific focus on SWOT analysis. Dr. Chang asked about other FQHCs and Rajat confirmed they are in our service area and have an advantage due to their section 330b status, which SJCC is working on obtaining.	SJCC Strategic Plan 2021_v3b	Charson motioned to approve the strategic plan and Jessica seconded; motion was approved unanimously

<p>7. <u>Quality Committee Report (Padma Magadala/Charson Chang)</u> It was decided that Quality subcommittee will meet on a monthly, going forward.</p> <p>Quality improvement activities were noted, including gap clinics, flu vaccination efforts, and better documentation and provider support.</p> <p>HEDIS measures were briefly reviewed.</p>		<p>Karen motioned to change Quality committee meetings from quarterly to monthly and Charson seconded; motion was approved unanimously</p>
<p>8. <u>Credentialing & Privileging Report (Angela Ayala)</u> For December, the only reappointment was Vivian Cefalo and the only resignation was Melissa Santillana.</p>	<p>Credentialing Report – November 2021</p>	<p>Charson motioned to accept credential & privileging report and Bernadette seconded; motion was approved unanimously</p>
<p>9. <u>Finance Committee Report (Kris Zuniga, SJCC CFO)</u> Billable visits for October are unfavorable to budget by 611 visits. Net Patient Revenues are \$59,928 greater than budget. YTD financials reflect a PPS reconciliation liability accrual of \$100,000. YTD Medi-Cal payments for \$1,473,250 have been reflected on the Balance Sheet for FY2015, FY2016, and FY2017 according to the payment plan with DHCS. YTD Income Statement includes interest expense of \$71,813 for PPS liability payments made to DHCS for FY2015, FY2016, and FY2017. YTD financials includes \$8.1M payment from SJGH related to the finalization of FY2020 financial statement audit and according to the separation agreement between SJGH and SJCC.</p> <p>YTD results include \$37,473 in DHCS recoveries for overpaid Code 18 Wrap payments for the period of October 2020 through December 2020.</p> <p>YTD Supplemental Revenue includes the recognition of estimated Quality Incentive Program revenue for \$3,988,660. Other Revenue includes combined Grants Revenue for Essential Access Title X, Health Net and American Rescue Plan (ARP) grants for \$298,280. Other Income includes the YTD Capitation Revenue with an unfavorable variance to budget by \$17,516 due to a slight decline in enrolled members. Also, Other Income includes the 340B Pharmacy Program revenue for \$549,145 and the program related expenses for \$329,619 are included in Supplies & Other Expenses categories on the financials. YTD financials reflect First Responder Program revenue for \$11,200. YTD Other Revenue includes revenues accrued for \$226,639 related to Purchased Services provided to SJGH by SJCC per the MOU. Total Net Operating Revenues are favorable to budget by \$415,332.</p> <p>YTD Salaries and benefits expenses exhibit a favorable variance to budget of \$494,870. Other operating expenses exhibit an unfavorable variance of \$1,022,111 largely due to Professional Fees and Other Expenses favorable variance of \$502,866 mainly offset by unfavorable variance in Purchased Services, Supplies, Interest and Miscellaneous Expenses \$1,524,977. An estimated expense for the Purchased Services is recorded from July through September based on the MOU.</p> <p>Unaudited, as presented, Net Income of \$475,437 on a year-to-date basis is unfavorable compared to budget by \$111,909.</p>	<p>Finance Committee Report – November 2021</p>	<p>Cynthia motioned to accept the Finance committee report and Monica seconded; report was accepted unanimously</p>

<p>Brian had a question about grants and Kris clarified that lower grant revenue was due to still building the infrastructure around the grants and our ability to apply costs to grant funds.</p>		
<p>10. <u>Legislative Updates & Grants (Jeff Slater/Rajat Simhan)</u> Jeff noted that the FQHC/LAL funding in the Build Back Better Act has been reduced from \$10 billion to \$2 billion. Legislative efforts are underway to put funding back into the bill.</p> <p>Kaiser Permanente sponsored a \$95,000 grant to address COVID vaccine equity. This will be for retroactive approval.</p>	<p>Legislative and Grants Update – October 2021</p>	<p>Charson motioned to retroactively approve the Kaiser vaccine equity grant and Monica seconded; motion was approved unanimously</p>
<p>11. <u>CEO Report (Dr. Farhan Fadoo)</u> COVID efforts continue with testing and increased availability for vaccinations. Telehealth continues to be an important factor in accessibility.</p> <p>MOU between SJGH & SJCC has been fully executed. SJCC Admin Building on target for a Jan/Feb 2022 move-in. Many specialists have been hired to fill gaps left by SJGH/SJCC separation. Rebrand underway to change name to “SJ Health” and create a new logo and website/domain name (sjhealth.org).</p> <p>Heavy collaboration continues with HPSJ on bettering HEDIS measures. Behavioral health efforts continue, but staffing has been difficult. The new clinical pharmacist has begun chronic disease management programs to address heart failure and diabetes. QIP proposals currently in progress, with an expected high score for PY4.</p>	<p>CEO Report – November 2021</p>	<p>No action required</p>
<p>12. <u>Adjournment</u> There being no further topics of discussion, Rod Place adjourned the meeting at 7:03 p.m.</p>	<p>No attachments</p>	<p>No action required</p>

COUNTY OF SAN JOAQUIN – SAN JOAQUIN COUNTY CLINICS
FQHC CO-APPLICANT AGREEMENT

This Co-Applicant Agreement (“Agreement”) is made and entered into as of this 1st day of November 2012, amended April 28, 2020 and again amended January 5, 2021, by and between **San Joaquin County Clinics** (“SJCC”), a California nonprofit public benefit corporation, and **the County of San Joaquin** (“County”), a political subdivision of the State of California (collectively, the “Parties”) to memorialize mutual understandings and agreements regarding the Parties’ collaborative governance of a federally qualified health center (“FQHC”).

WHEREAS, County operates a health care system that provides, among other things, comprehensive primary and preventive health care and related services to medically underserved communities in San Joaquin County, California, and includes clinics which are eligible for license-exempt status under California State law;

WHEREAS, SJCC is designated by the Health Resources and Services Administration (HRSA) as an FQHC Look-alike to promote access to comprehensive preventive and primary health services (including essential ancillary and enabling services) for medically underserved residents of the County, regardless of their ability to pay for such services; and

WHEREAS, SJCC is governed by a Board of Directors (the “SJCC Board”) that meets the selection, composition, and governance requirements of Section 330 of the Public Health Service Act, 42 U.S.C. § 254b (“Section 330”) and the federal regulations and policies as defined in HRSA’s Bureau of Primary Health Care’s (BPHC) Compliance Manual (last updated August 2018) and current Operational Site Visit Protocol; including that the FQHC is not owned, controlled, or operated by another entity; and

WHEREAS, the health center has safeguards in place to ensure the benefits that accrue through FQHC designation (for example, FQHC payment rates, 340B Drug Pricing Program eligibility) will only be distributed to the Health Center as specified in the BPHC Compliance Manual and current Operational Site Visit Protocol; and

WHEREAS, SJCC has a Chief Executive Officer (CEO) in place who carries out independent, day-to-day oversight of health center activities (i.e., the services and activities included in the look-alike application), solely on behalf of the governing board as specified in the BPHC Compliance Manual and current Operational Site Visit Protocol; and

WHEREAS, consistent with applicable Federal laws, regulations, and policies the County as the public entity and the SJCC Board have agreed to enter a co-applicant arrangement and together shall constitute the FQHC, also known as the Health Center; and

WHEREAS, the Parties have agreed to enter a co-applicant arrangement for the purpose of the application for FQHC status for Health Center; and

WHEREAS, under such arrangement County, the public entity, shall retain authority

over certain general personnel, financial management and accounting policy-setting functions of the Health Center; and

WHEREAS, the Parties wish to set forth in this Agreement, the authority to be exercised by each Party and the shared responsibilities of the Parties with respect to the Health Center, in accordance with the Governance Requirements and other applicable Federal laws, regulations and policies.

NOW, THEREFORE, County and SJCC agree as follows:

1. Role of the SJCC Board.

1.1 Composition. As described in the SJCC Bylaws (as amended April 2020), the SJCC Board provides governance and oversight of SJCC. The structure and composition of the SJCC Board shall be as follows:

(a) At least 51% of board members are patients served by the health center and designated as “Consumer Directors.” For the purposes of board composition, a patient is an individual who has received at least one service in the past 24 months that generated a health center visit, where both the service and the site where the service was received are within the HRSA-approved scope of project. A legal guardian of a patient who is a dependent child or adult, a person who has legal authority to make health care decisions on behalf of a patient, or a legal sponsor of an immigrant patient may also be considered a patient of the health center for purposes of board representation. Students who are health center patients may participate as board members subject to state laws applicable to such non-profit board members. Consumer Directors must reasonably represent the Health Center’s consumers in terms of demographic factors such as race, ethnicity, and gender.

(b) The remaining Directors (“Community Directors”) shall be representative of the general community served by the Health Center and shall be selected for their expertise in health care delivery, community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns, or social service agencies within the County. No more than one-half of such Directors may be individuals who derive more than ten percent (10%) of their annual income from the health care industry.

(c) The SJCC CEO shall be an ex-officio, nonvoting member of the SJCC Board.

(d) No SJCC Board Director shall be an employee of the Health Center or of County, or a spouse or child, parent, brother or sister, by blood, adoption or marriage, of such an employee.

(e) The SJCC Board shall select Directors in accordance with the election process and nominating process described in Article V Section 7 of the SJCC Bylaws.

(f) County may recommend candidates for SJCC Board membership to the SJCC Board, however final appointment decisions are entirely at the discretion of the SJCC

Board. All Board appointments must comply with the Board composition requirements as delineated in BPHC's Compliance Manual and current Operational Site Visit Protocol.

1.2 Governance Authorities and Responsibilities. The SJCC Board shall have authority and responsibility for the following Health Center activities:

(a) Adoption of Policies. The SJCC Board shall adopt the Health Center's policies concerning: (i) hours of operation; (ii) health services provided; (iii) quality-of-care audit procedures; and (iv) in the event of relocation or redevelopment of any physical plant, the locations of the Health Center's sites;

(b) CEO. The SJCC Board shall have final authority to select, remove, and evaluate the Health Center's CEO, as described in Sections 1.3 and 1.4 of this Agreement;

(c) Approval of the Annual Budgets. The SJCC Board shall have authority to approve the Health Center's annual operating and capital budgets, which shall be prepared by SJCC's CEO and also submitted for adoption by the County Board of Supervisors, consistent with Section 2.1(a) of this Agreement;

(d) Financial Management Protocol. Subject to and consistent with Sections 2.1 and 2.2 of this Agreement, the SJCC Board shall establish a protocol regarding the adoption and periodic updating of policies for the financial management practices of the Health Center (including a system to assure accountability for the Health Center's resources, selection of the auditor, provision of an annual audit, long-range financial planning, billing and collection policies, and accounting procedures). The SJCC Board must retain authority for adopting a policy for eligibility for services including criteria for partial payment schedules and setting fee schedules. Consistent with BPHC Compliance Manual, the SJCC Board will ensure that the Health Center's accounting and financial management, billing and collections and sliding fee discount program policies are reviewed and approved at least once every three (3) years;

(e) Evaluation of the Health Center's Activities and Achievements. On at least an annual basis, the SJCC Board shall conduct an evaluation of the Health Center's activities and achievements and recommend, as necessary, revision of the Health Center's goals, objectives and strategic plan;

(f) Approval of Applications. The SJCC Board shall approve applications for annual FQHC Look-Alike recertification, annual Section 330 grants (as applicable), and other grant funds for the Health Center;

(g) Corporate Compliance. The SJCC Board, in conjunction with SJCC's CEO, shall assure the Health Center's compliance with applicable federal, state and local laws, regulations and policies. SJCC's CEO shall provide the SJCC Board with periodic reports regarding the Health Center's legal and regulatory compliance program. On an annual basis, the SJCC Board shall evaluate the Health Center's compliance activities and, recommend, as necessary, the revision, restructuring, or updating of the compliance program;

(h) Quality Improvement/Quality Assurance. The SJCC Board, through its Quality Improvement/Quality Assurance (QI/QA) Committee, shall evaluate the QI/QA program developed and recommended by the staff of the Health Center. The board will evaluate and approve health center QI/QA program policies at least once every three (3) years. The SJCC Board's QI/QA Committee shall, as appropriate, report to the SJCC Board on matters concerning the quality of the services provided by the Health Center;

(i) Evaluation of the SJCC Board. On at least an annual basis, the SJCC Board shall evaluate its compliance with the Governance Requirements. The SJCC Board shall evaluate itself and its actions for effectiveness, efficiency and compliance with the authorities set forth in this Agreement on a yearly basis, consistent with the requirements specified in BPHC's Compliance Manual and best practices;

(j) Personnel Policies. Subject to and consistent with Section 2.1(c), the SJCC Board shall review and approve the personnel policies jointly developed by SJCC's CEO and the County, including selection and dismissal procedures, salary and benefit scales, employee grievance procedures and processes, and equal employment opportunity practices at least once every three (3) years; and

(k) Strategic Plan. The SJCC Board will update their strategic plan at least once every three years.

1.3 Duties and Evaluation of the CEO.

(a) Duties. The CEO will be the chief executive officer of the Health Center and shall have responsibility for the general care, management, supervision, and direction of the Health Center's affairs, consistent with the priorities and policies established by the SJCC Board. The CEO shall report directly to the SJCC Board and shall act in accordance with the best interests of the Health Center, regardless of and notwithstanding any employment arrangement between the CEO and County. The CEO shall have the authority to select, supervise, and discharge all Health Center personnel in accordance with the laws, collective bargaining agreements, and personnel policies applicable to County (as ratified by the SJCC Board in accordance with Section 1.2(j)). The CEO shall also have the authority to negotiate, execute, and administer all contracts for goods and services as required for the operation of the Health Center, subject to the laws and policies applicable to County procurement and purchasing, the budget approved by the SJCC Board for the Health Center, and the laws and policies applicable to County's administration of contracts.

(b) Evaluation. The SJCC Board shall review the CEO's performance annually. The review shall be coordinated and conducted by the SJCC Board's Executive Committee. The report of the annual review shall be submitted to the full SJCC Board.

1.4 Selection, Approval, and Removal of CEO.

(a) Search Committee.

(i) The Search Committee shall consist of up to four (4) members of the Liaison Committee, as described in Section 4 of this Agreement, and shall include an equal number of representatives of the SJCC Board and County.

(ii) The Search Committee shall evaluate and conduct preliminary interviews of candidates for the CEO position in accordance with County's personnel policies and procedures.

(iii) The Search Committee shall develop a slate of at least two (2), but no more than three (3), candidates from those individuals previously evaluated and interviewed for presentation to the SJCC Board.

(b) Selection and Approval. The SJCC Board shall have sole authority to select and approve the CEO from the slate of candidates presented by the Search Committee.

(c) Removal.

(i) The Liaison Committee, established by Section 4 of this Agreement, shall develop criteria for removal of the CEO, which will be presented to the full SJCC Board for approval.

(ii) The SJCC Board shall have authority to remove the CEO from his or her position based on the criteria developed by the Liaison Committee. In accordance with Section 2.1(c) of this Agreement, such removal shall not constitute a termination of employment by County.

2. Role of County

2.1 Notwithstanding the terms of this Agreement or the Bylaws of the SJCC Board and subject to the authorities shared with the SJCC Board, neither Party shall take any action inconsistent with County's authority to manage:

(a) Fiscal Controls.

(i) SJCC's CEO shall develop and the SJCC Board shall approve the annual operating and capital budgets of the Health Center. Following its approval of the operating and capital budgets of the Health Center, SJCC's CEO shall recommend such budgets to the County Board of Supervisors for review and approval, which shall not be unreasonably withheld. In the event that the County Board of Supervisors does not approve the recommended budget, the County and the SJCC Board shall meet and confer to develop an appropriate budget that is satisfactory to the SJCC Board. If the County and the SJCC Board fail to develop a mutually agreed upon budget within thirty (30) days, then the dispute shall be resolved in accordance with Section 10. As described in Section 1.2(c), the SJCC Board shall have final authority to approve the annual operating and capital budgets.

(ii) The Parties shall not materially deviate from the adopted budget except that SJCC's CEO, as manager of the Health Center, may modify planned fiscal activities if there is a reduction in available resources (e.g. decreased levels of reimbursement, diminished revenues, or adverse labor events); any planned or unplanned budgetary changes sought by County shall be discussed with SJCC CEO and require SJCC Board approval.

(iii) The Health Center's CEO shall be responsible for the management of the financial affairs of the Health Center, including capital and operations borrowing. SJCC Board shall provide oversight consistent with the BPHC Compliance Manual and current Operational Site Visit Protocol.

(iv) The Health Center's CEO shall have authority to develop and implement financial policies and controls related to the Health Center. The SJCC Board shall approve such policies, as set forth in Section 1.2(d) of this Agreement.

(v) All funds received for services provided and all income otherwise generated by the Health Center, including fees, premiums, third-party reimbursements and other state and local operational funding, and Section 330 grant funds ("Program Income"), as well as all Program Income greater than the amount budgeted ("Excess Program Income"), shall be under the control of Health Center. All Program Income and Excess Program Income shall be used to further the goals of the Health Center's federally-approved program and consistent with the policies and priorities established and approved by the SJCC Board, subject to Section 4.3 of this Agreement.

(vi) The Health Center CEO shall have sole authority to receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Health Center, consistent with Section 2.2(b) below.

(b) Funding From Governmental and Charitable Sources. Neither Party shall take any action that would negatively impact County's funding from federal, state, or local sources or financial support from foundations or other charitable organizations.

(c) Employer-Employee Relations.

(i) Subject to Sections 1.4 and 2.1(c)(ii) of this Agreement regarding the selection, evaluation, approval and removal of the Health Center's CEO, and Section 1.3(a) regarding the CEO's authority to select, supervise, and discharge Health Center personnel, County shall have sole authority over employment matters and development and approval of personnel policies and procedures including selection and dismissal procedures, salary and benefit scales, employee grievance procedures and processes, equal employment opportunity practices, collective bargaining agreements, labor disputes and other labor and human resources issues. Consistent with Section 1.2(j) of this Agreement, the SJCC Board shall review and ratify the personnel policies and procedures developed by SJCC's CEO and reviewed by County.

(ii) In general, the CEO of the Health Center shall be an employee of the County and shall act as CEO of the Health Center, subject to approval by the SJCC Board. As an employee of the County, removal of the CEO by the SJCC Board pursuant to Section 1.4(c) of this Agreement shall not constitute a termination of employment by County or impede the continuation of the CEO's employment relationship with County in another capacity.

2.2 Operational Responsibilities. The Health Center CEO shall have responsibility for the day-to-day operations of the Health Center. Such operational responsibilities shall include but not be limited to:

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

(b) Receiving, managing and disbursing, as applicable, revenues of the Health Center consistent with the approved budget for the Health Center.

(c) Subject to Sections 1.3, 1.4 and 2.1(c) of this Agreement, employing or contracting personnel to perform all clinical, managerial, and administrative services necessary to assure the provision of high-quality health care services to the Health Center's patients.

(d) Subject to Sections 1.3 and 1.4 of this Agreement, managing and evaluating all Health Center staff and, if necessary removing such staff pursuant to County personnel policies. As employees of the County, removal of Health Center staff by the CEO pursuant to Section 1.3(a) of this Agreement shall not constitute a termination of employment by County or impede the continuation of such personnel's employment relationship with County in another capacity to the extent consistent with the laws, collective bargaining agreements, and personnel policies applicable to County. Nothing contained herein shall grant any County employee any additional rights against the SJCC Board, the Health Center, or the County.

(i) In accordance with the SJCC Board-approved scope of project, the Health Center CEO retains the authority for determining the composition of health center staff, including but not limited to medical staff, residency program providers and staff, and contracted staff.

(e) Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs.

(f) Preparing monthly financial reports, which shall be submitted to the SJCC Board, and managing financial matters related to the operation of the Health Center.

(g) Developing and managing internal control systems, in consultation with the SJCC Board as set forth in Section 1.2(d) of this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:

(i) preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Health Center;

(ii) separate maintenance of the Health Center's business and financial records from other records related to the finances of County so as to ensure that funds of the Health Center may be properly allocated;

(iii) accounting procedures and financial controls in accordance with generally accepted accounting principles;

(iv) timely billing and collection of payments for services rendered to individuals who are: (1) eligible for federal, state or local public assistance; (2) eligible for payment by private third-party payors and (3) underinsured or uninsured and whose earnings fit the low-income criteria, as defined by BPHC's Compliance Manual and current Operational Site Visit Protocol; and

(v) compliance with the terms and conditions of the FQHC Look-Alike and/or Grantee designation including all applications and reports, as applicable.

(h) Unless otherwise stated in this Agreement, establishment of the Health Center's operational, management, and patient care policies including but not limited to policies related to:

(i) a code of ethics;

(ii) enforcement of standards mandated by state law, regulation or administrative guidance;

(iii) credentialing, appointment and evaluation of medical and dental clinicians and the assignment of staff privileges, as defined by BPHC's Compliance Manual and current Operational Site Visit Protocol;

(iv) patient emergencies;

(v) the provision and composition of all staff (employed and contracted), space, facilities, supplies and equipment for all functions and services;

(vi) the maintenance of all equipment in safe and working order;

(vii) the maintenance and security of the Health Center;

(viii) maintenance and security of medical records; and

(ix) approval of written contracts and agreements which must comply with BPHC's Compliance Manual and current Operational Site Visit Protocol.

(i) Establishing ongoing quality improvement programs that include clinical services and management, are overseen by the Chief Medical Officer, and maintaining the confidentiality of records, per Section 330(k)(3)(C) and 42 C.F.R. Part 51c.303(c)(1-2).

(j) Ensuring the effective and efficient operation of the Health Center.

3. County Health Care Services Project Review Committee.

3.1 Duties.

(a) In general, the Committee performs as a governing committee for strategy and operations at the County level. Its duties include development and oversight of strategic planning, financial activities, and capital budget development for health care services delivery across the County. The Committee reviews monthly financial statements for SJCC as well as relevant reports of auditors and other state and federal regulators.

3.2 Composition.

(a) The Health Care Services Project Review Committee is composed of two County Supervisors, the County Administrator, the Assistant County Administrator, the Senior Deputy County Administrator assigned to Clinics, the County Counsel, Deputy County Counsel for SJCC, the Auditor Controller, the SJGH CEO and CFO and the SJCC CEO and CFO.

4. Liaison Committee.

4.1 Duties.

(a) The Liaison Committee shall be an ad-hoc committee which shall facilitate the cooperative relationship between the SJCC Board and County as joint operators of the Health Center, and shall provide a mechanism to further the Parties' common goal of providing quality health care services that are compliant with HRSA requirements.

(b) Subject to Sections 1 and 2 of this Agreement, the duties of the Liaison Committee shall include but not be limited to:

(i) Developing and communicating to County the Health Center's policies regarding fees, sliding scale fee eligibility, and the privileging and credentialing of licensed health care professionals;

(ii) Developing criteria for removal of the CEO in accordance with Section 1 of this Agreement; and

(c) Under no event may the Liaison Committee supersede any of the SJCC Board's authorities, as described in Section 1.2.

4.2 Composition.

The Liaison Committee shall be comprised of two (2) SJCC Board Directors, two (2) County Supervisors and the Health Center CEO. In the case of decisions to remove the

Health Center's CEO, the CEO will not participate as a member of the Liaison Committee. In the event that a representative of either Party is unable to attend a Liaison Committee meeting, or is disqualified by virtue of a personal interest, the respective Party will be required to nominate a suitable deputy who will be vested with full voting rights. Any impasse in decision-making shall be resolved by dispute resolution and mediation, in accordance with Section 8.

5. Mutual Obligations.

5.1 Compliance with Laws and Regulations. The Parties shall have a mutual commitment and responsibility to work together to ensure that the Health Center provides care in compliance with all federal, state and local laws and regulations and BPHC's Compliance Manual and Operational Site Visit Protocol.

5.2 Financial Responsibility. Each Party agrees not to undertake expenditures in excess of available resources and to recognize County's role with respect to the Fiscal Controls and related financial matters, described in Section 2.1(a) of this Agreement.

5.3 Expenses of Parties. The expenses of each Party incurred in carrying out its respective obligations for governance and operation of the Health Center pursuant to this Agreement shall be considered expenses incurred in furtherance of the Health Center program and thus shall be reimbursed utilizing Program Income and Excess Program Income.

5.4 Record Keeping and Reporting.

(a) Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents so as to enable the Parties to meet all Health Center-related reporting requirements. Per the BPHC Compliance Manual and current Operational Site Visit Protocol, board meeting minutes must document the board's attendance, key actions, and decisions. Records shall be maintained for a period of four (4) years from the date this Agreement expires or is terminated, unless state and/or federal law requires that records be maintained for a period greater than a four (4) year period specified herein ("the retention period"). If an audit, litigation, or other action involving the records is started before the end of the retention period, the Parties agree to maintain the records until the end of the retention period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, the California State Department of Public Health, the California State Controller Office or any of their duly authorized representatives, upon appropriate notice, such records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to each Party's personnel for purposes of interview and discussion related to such documents.

(b) Confidentiality. Subject to County's obligations, if any, to make public its records in accordance with applicable state law, the Parties agree that all information, records, data, and data elements collected and maintained for the administration of this Agreement (in any form, including, but not limited to, written, oral, or contained on video

tapes, audio tapes or computer diskettes) shall be treated as confidential and proprietary information. Accordingly, each Party shall take all reasonable precautions to protect such information from unauthorized disclosure; however, nothing contained herein shall be construed to prohibit any Federal or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data element to which (s)he is lawfully entitled. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all protected health information ("PHI") of the patients receiving care provided by the Health Center, in accordance with all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").

(c) Medical Records. The Parties agree that County shall retain ownership of all medical records established and maintained relating to diagnosis and treatment of patients served by the Health Center, in accordance with Section 9 of this agreement.

5.5 Insurance. Subject to paragraph (g) of this Section 4.5, as applicable, the Parties shall procure and maintain insurance policies for general liability, fidelity bonding and other insurance as may be customarily maintained, in the judgment of each Party, to insure such Party and its directors, officers, trustees, agents and employees against any liability or claims for damages arising by reason of any loss resulting from the negligence, fraud, or dishonesty of such Party and its directors, officers, trustees, agents and employees in connection with the performance of that Party's responsibilities under this Agreement. At a minimum, such insurance shall include:

(a) Professional Liability Insurance. SJCC shall ensure that the Health Center's health care practitioners secure and maintain, or cause to be secured and maintained, in full force and effect during the term of this Agreement, policies of professional liability (malpractice, errors, and omissions) insurance or self-insurance of at least one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate against professional liabilities which may occur as a result of services provided by the Health Center under this Agreement. If the Health Center secures a Section 330 grant, to the extent permitted by Federal law, in lieu of the professional liability insurance coverage specified, the Parties agree to apply for and secure, on behalf of the Health Center and all personnel employed (and, in certain circumstances, contracted) by the Parties to provide services on behalf of the Health Center (including personnel employed or contracted by SJCC for such purpose), Federal Tort Claims Act ("FTCA") coverage for professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing the services to the patients of the Health Center served at the Health Center's sites (or at other sites as approved by HRSA).

(b) Workers' Compensation Insurance. SJCC shall maintain, throughout the term of this Agreement, worker's compensation insurance or self-insurance for Health Center employees and such other persons as required by law, as the same may be from time to time amended. SJCC shall require its subcontractors to provide Worker's Compensation Insurance for their employees in accordance with applicable law.

(c) General Liability and Property Damage Insurance. SJCC shall maintain general

liability insurance or self-insurance (including, but not limited to, automobile and broad form contractual coverage) against bodily injury or death of any person, as well as insurance or self-insurance against liability for property damages, related to the Health Center.

(d) Directors and Officers Insurance. Each Party shall maintain, throughout the term of this Agreement and in amounts consistent with prevailing standards, directors and officers insurance or self-insurance against liabilities and damages arising from the actions or omissions of the SJCC Board and/or County.

(e) Policy Type. If any policy required by this Section is written in a “claims made”, as opposed to an “occurrence” form, the policyholder agrees to purchase, self-insure or otherwise make arrangements for a “tail” or extended disclosure period policy for all activities so insured during the course of this Agreement.

(f) Proof of Insurance. Each Party shall furnish evidence of insurance to the other Party upon this Agreement’s execution. Each Party agrees to provide the other Party with a minimum of thirty (30) days’ prior written notice in the event any of the required insurance policies or self-insurance funds are modified, revised, or canceled in whole or in part. Each Party shall, from time to time, upon reasonable request of the other Party, furnish such Party with written evidence that the policies of insurance required hereunder are in full force and effect and valid and existing in accordance with the provisions of this Agreement.

(g) Immunity. Nothing in this Agreement shall limit, or shall be deemed to limit, County’s right to the protections and limitations provided by statutes designed to protect and limit the exposure and liability of County as a political subdivision of the State of California, including statutory immunity and statutory limitations on damages.

(h) Survival of Section 5.5. This Section 5.5 shall survive the termination of this Agreement without regard to the cause for termination.

6. Governing Law.

6.1 Applicable Laws, Regulations and Policies. This Agreement shall be governed and construed in accordance with applicable Federal laws, regulations, and policies, as may be amended, including but not limited to: Section 330, its implementing regulations at 42 C.F.R. Part 51c, applicable HRSA policies (including, but not limited to, BPHC Compliance Manual, and current Operational Site Visit Protocol), DHHS administrative regulations set forth in 45 C.F.R Part 92 and 45 C.F.R. Part 74, as applicable, and relevant Office of Management and Budget Circulars. In addition, each Party covenants to comply with all applicable laws, ordinances and codes of the State of California and local governments in the performance of the Agreement, including all applicable licensing standards and accreditation standards.

6.2 New HRSA Directives. The Health Center’s CEO shall submit promptly to each Party any directives or policies that are received from HRSA after execution of this Agreement and are pertinent to FQHC Look-Alike designation (and the Section 330 grant, if

secured), as applicable, and the Parties shall comply with such additional directives/policies, as applicable.

6.3 Non-Discrimination. Each Party agrees that it and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin or ancestry.

7. Term.

This Agreement shall remain in effect during the Health Center's designation as a public-entity model FQHC or, as applicable, the project period of any Section 330 or other DHHS grant award that County receives with SJCC as its co-applicant, unless terminated at an earlier date in accordance with the terms of Section 8 of this Agreement.

8. Termination.

8.1 Termination for Mutual Convenience or Without Cause. This Agreement may be terminated upon the mutual approval of the Parties, subject to Section 8.3. In addition, either Party may terminate this Agreement without cause upon giving not less than one hundred eighty (180) days' prior written notice to the other Party, subject to Section 8.3.

8.2 For Cause or Upon Change in Circumstances. This Agreement may be terminated upon not less than ninety (90) days' prior written notice to the other Party, in the following circumstances:

(a) By either Party if the Health Center's FQHC Look-Alike designation (or its Section 330 grant, if secured) is suspended, revoked or otherwise terminated, or upon the loss of any license, permit or other material authorization required by law or regulation for the operation of the Health Center;

(b) By either Party upon any substantive adverse change in the Federal laws or regulations governing FQHCs, including, without limitation, the method or amount of reimbursement;

(c) By either Party in the event of a material breach of the other Party and failure to cure within thirty (30) days after receiving written notice specifying the nature of the breach; or

(d) By County if the Health Center's participation in Medicare, Medicaid or any other federal, state or private insurance plan which materially impacts the budget of the Health Center is barred, suspended, terminated or revoked.

8.3 Termination Contingent Upon HRSA Approval. With the exception of a termination for cause arising from the voluntary or involuntary loss of the Health Center's FQHC Look-Alike designation (or its Section 330 grant, if secured), termination shall not

become effective unless and until HRSA issues its written approval of such termination and a written plan developed by SJCC's CEO to ensure continuity of care for the Health Center's patients.

9. Medical Records

SJCC and the County are jointly responsible for maintaining the treatment records and for ensuring that all Health Center medical records for patients who are provided services pursuant to this Agreement are updated with the treatment records filed and shall become part of the County's medical records ("Records"). All Records are the property of the County. SJCC shall have the right, as permitted by law, to photocopy any such records or reports for inclusion in its records.

10. Dispute Resolution and Mediation.

The Parties shall first attempt to resolve any dispute or impasse in decision-making arising under this Agreement by informal discussions between the SJCC CEO, the Chair of the SJCC Board or their designee, and the Chair of the Board of Supervisors or their designee. Any dispute or impasse in decision-making not resolved within a reasonable time following such discussions (not to exceed thirty (30) days) shall be resolved by mediation. The parties will select a person to act as mediator by mutual agreement. If the parties cannot mutually agree upon a person to act as mediator, the dispute may be submitted to a mediation service such as JAMS with costs to be shared equally. If the Parties are unable to resolve the dispute through mediation, either Party may pursue any remedy available at law.

11. Notices.

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the addresses set forth below, or such other addresses as the Party may designate in writing:

For SJCC: Chair, San Joaquin County Clinics
 500 West Hospital Road
 French Camp, CA 95231

For County: Chair, Board of Supervisors
 44 N. San Joaquin St., Sixth Floor, Suite 627
 Stockton, CA 95202

With a copy to: San Joaquin County Counsel
 44 N. San Joaquin St., Sixth Floor, Suite 679
 Stockton, CA 95202

12. Assignment.

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

13. Non-Severability.

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, or should any part of this Agreement, as determined by DHHS or any other governmental authority, cause SJCC, as co-applicant, and County, as the applicant for FQHC Look-Alike and or Grantee designation, not to comply with Section 330-related requirements, the Parties agree to attempt to amend this Agreement as shall be reasonably necessary to achieve compliance. In the event that the Parties reach such an agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted. In the event that no such amendments or agreements for amendments can reasonably be made, this Agreement shall immediately terminate.

14. Amendments.

Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment.

15. Waiver.

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

16. Agency.

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

17. Third-Party Beneficiaries.

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

18. Force Majeure.

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

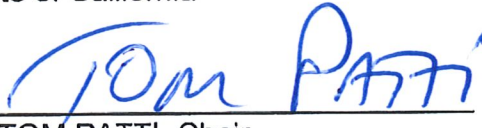
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19. Entire Agreement.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

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

By 
TOM PATTI, Chair
Board of Supervisors

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

By 
Deputy Clerk



By 
ROD PLACE, Chair
San Joaquin County Clinics Board

APPROVED AS TO FORM:

By 
J. MARK MYLES
County Counsel



Quality Assurance / Quality Improvement

Board Sub-committee Meeting

12/13/21



Topics

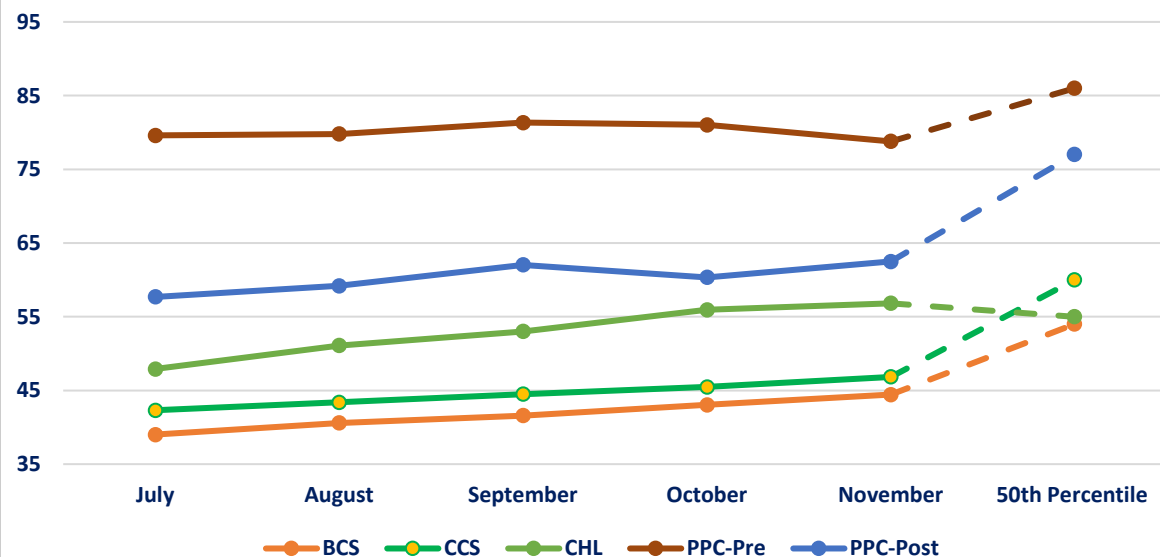
1. HEDIS Performance Dashboard
2. QIP PY4 update
3. Ongoing Quality Improvement activities

Healthcare Effectiveness Data and Information Set (HEDIS)

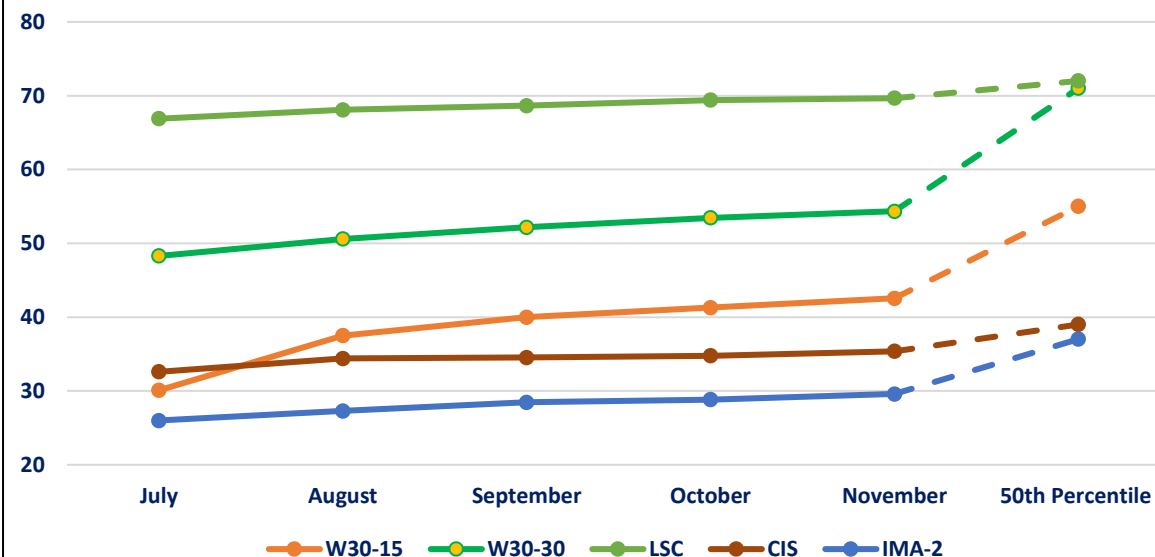
- HEDIS is a registered trademark of the National Quality Committee for Quality Assurance (NCQA)
- HEDIS indicators have been designed by NCQA to standardize performance measurement across managed care organizations
- There are two types of HEDIS data referred to in this guide:
 - Administrative data – comes from submitted claims and encounters
 - Hybrid data – comes from chart collection/review
- San Joaquin County Clinics partner with Health Plan of San Joaquin (HPSJ) And HealthNet for MediCal managed care

HEDIS Performance								
Measure Description	Measure	Months Reports Were Pulled					Updated MPL 50th	Members to Goal
		July	August	September	October	November		
Attention-Deficit/Hyperactivity Disorder Medication	ADD-I	19.05%	19.00%	19.05%	18.18%	19.05%	45%	6
Attention-Deficit/Hyperactivity Disorder Medication	ADD-C	0.00%	0.00%	0.00%	0.00%	0.00%	56%	2
Antidepressant Medication Management	AMM-I	54.55%	56.10%	55.76%	55.25%	55.31%	57%	6
Antidepressant Medication Management	AMM-C	24.05%	30.00%	32.42%	32.10%	34.06%	41%	23
Asthma Medication Ratio	AMR	55.74%	54.50%	53.09%	52.13%	50.34%	65%	44
Breast Cancer Screening	BCS	39.00%	40.60%	41.60%	43.05%	44.43%	54%	201
Controlling High Blood Pressure	CBP	26.08%	31.30%	32.62%	34.56%	35.55%	56%	490
Cervical Cancer Screening	CCS	42.29%	43.40%	44.50%	45.48%	46.84%	60%	1275
Comprehensive Diabetes Care	CDC-HT	64.37%	68.00%	71.53%	74.69%	77.47%	83%	113
Comprehensive Diabetes Care (Inverse - lower is better)	CDC-9	55.58%	52.90%	49.76%	47.47%	46.01%	43%	61
Chlamydia Screening in Women	CHL	47.91%	51.10%	53.01%	55.95%	56.83%	55%	-20
Childhood Immunization Status	CIS 10	32.63%	34.40%	34.55%	34.77%	35.39%	39%	22
Immunizations for Adolescents	IMA 2	25.98%	27.30%	28.48%	28.84%	29.59%	37%	44
Lead Screening in Children	LSC	66.94%	68.10%	68.66%	69.42%	69.67%	72%	14
Prenatal and Postpartum Care	PPC-Pre	79.63%	79.80%	81.34%	81.04%	78.80%	86%	40
Prenatal and Postpartum Care	PPC-Post	57.70%	59.20%	62.05%	60.35%	62.50%	77%	81
Diabetes Screening for People Using Antipsychotic Medications	SSD	77.78%	82.50%	81.11%	83.16%	83.84%	77%	-7
Well-Child Visits in the First 30 Months of Life	W30 - 15 mos	30.14%	37.50%	40.00%	41.30%	42.55%	55%	35
Well-Child Visits in the First 30 Months of Life	W30 - 30 mos	48.26%	50.60%	52.19%	53.46%	54.36%	71%	98
Weight Assessment and Counseling for Children and Adolescents	WCV	21.90%	27.20%	31.00%	34.02%	37.72%	46%	902
Weight Assessment and Counseling for Children and Adolescents	WCC-BMI	30.94%	34.80%	35.44%	38.85%	40.55%	77%	1871
Weight Assessment and Counseling for Children and Adolescents	WCC-N	5.64%	6.00%	6.02%	6.27%	6.63%	71%	3304
Child and Adolescent Well-Care Visits	WCC-PA	5.76%	6.60%	6.90%	7.82%	8.22%	67%	3017

HEDIS - Women's Health Measures

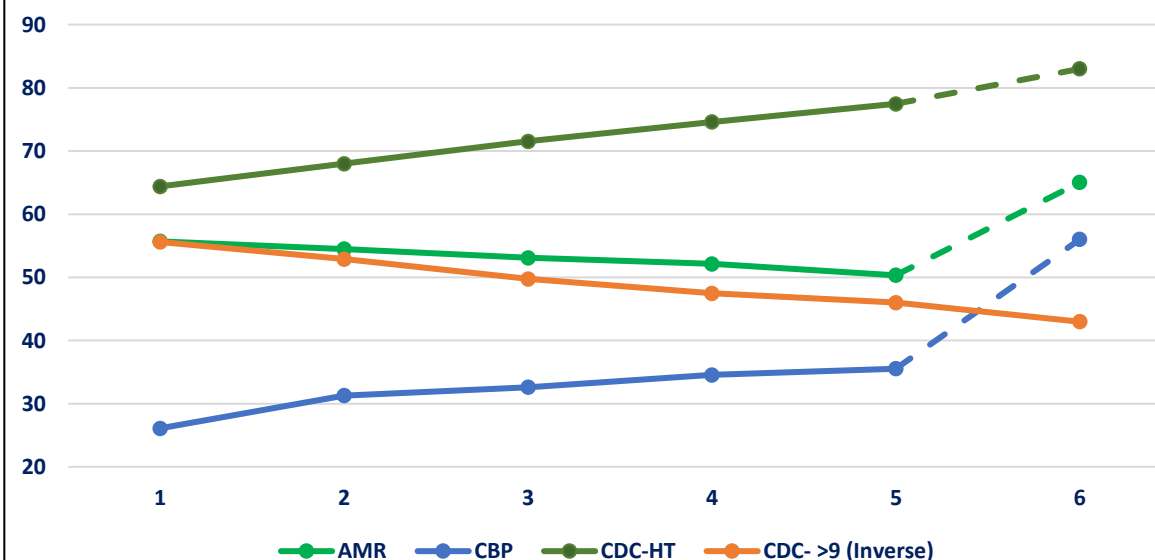


HEDIS - Pediatric Measures



- Expect increase in performance rates after dataset update
- Claims lag 5 - 45 days

HEDIS - Chronic Disease Measures



QIP PY4 COVID Modification Update

% PY Funds	50% COVID-related measures	40% P4P Performance	10% P4R Reporting
Details	<p>Report on all 5 of the following:</p> <ol style="list-style-type: none">1. Implementation of employee COVID-19 testing in 20212. Implementation of employee COVID-19 vaccination in 20213. Implementation of infrastructure and partnerships for the provision of COVID-19 tests to Medi-Cal beneficiaries and community members in 20214. Implementation of infrastructure and partnerships for the provision of COVID-19 vaccines to Medi-Cal beneficiaries and community members in 20215. Implementation of hospital surge planning and/or response in 2021	10 measures (entity's choice)	30 measures (TBD: entity's choice vs remainder of the Priority measures + balance of Electives)
Target	Details on next slide	PY4 minimum benchmark	Report data by 6/15/22

Final language for PY4 Pre-Print DHCS to send to CMS by 12/13/2021.

Discussions still in progress on details and targets of the COVID measures (won't be included in Pre-Print).

QI Activities

1. Continued provider engagement
2. SJCC informatics and analytics
3. Continued member outreach and appointment scheduling

Q & A

**REAPPOINTMENTS
DECEMBER 2021**

The following practitioners have applied for reappointment to the Medical Staff of San Joaquin County Clinics. 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	Credentialing Dept
Reappointment	Jason Bass, MD	OB/GYN	Requirements for Active Staff Met	None	Active 02/22 to 02/24	CRED: 12/07/2021 Mec: 12/14/2021 Board: 01/11/2022	SJGH Med Staff
Reappointment	Ramiro Zuniga, MD	Family Medicine	Requirements for Active Staff Met	None	Active 02/22 to 02/24	CRED: 12/07/2021 Mec: 12/14/2021 Board: 01/11/2022	SJGH Med Staff

**REAPPOINTMENTS - ALLIED HEALTH PROFESSIONAL
DECEMBER 2021**

The following practitioners have applied for reappointment to the Medical Staff of San Joaquin County Clinics. 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.

Name	Specialty/Assigned Div/Dept	Recommended Category	Reason	Recommend	Credentialing Dept
Rebecca Morris, CNM	Nurse Midwife OB/GYN	Allied Health Professional 02/2022 to 02/2024	Requirements for AHP staff met	CIDP: 12/03/2021 Cred: 12/07/2021 MED: 12/21/2021 Board: 01/11/2022	SJGH Med Staff

SAN JOAQUIN COUNTY CLINICS

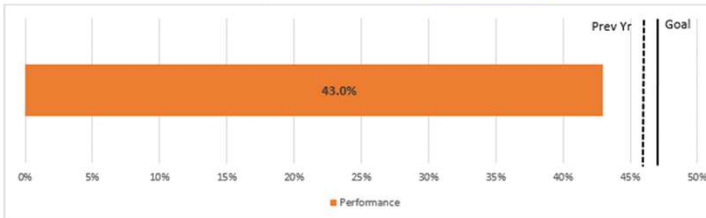
CFO PRESENTATION

Kris Zuniga
Chief Financial Officer
Presentation Date: 12/28/2021

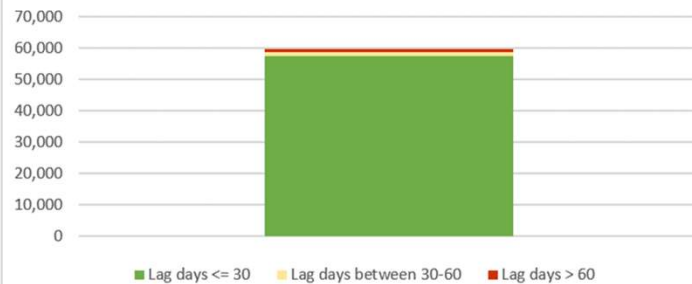
HEALTH PLAN OF SAN JOAQUIN MEMBERSHIP ASSIGNMENTS CALENDAR YTD AS OF NOVEMBER 2021

San Joaquin County Clinics

Year	Panel Size	Panel Seen	Goal	% Goal	Performance
2020	37,109	17,048	18,753	50.53%	45.94%
2021	40,700	17,496	19,170	47.10%	43.0%



Claim Submission Lag Time

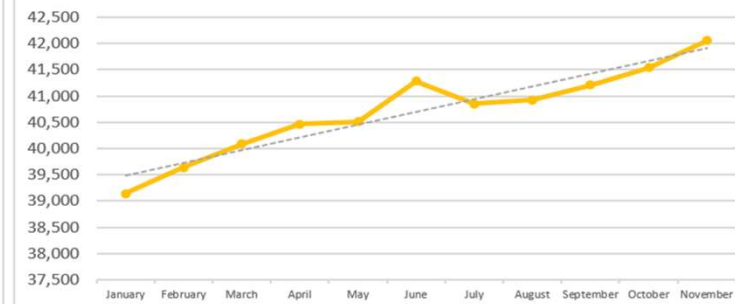


Average Submission Lag: 7.2 Days

Panel Metrics for San Joaquin County Clinics

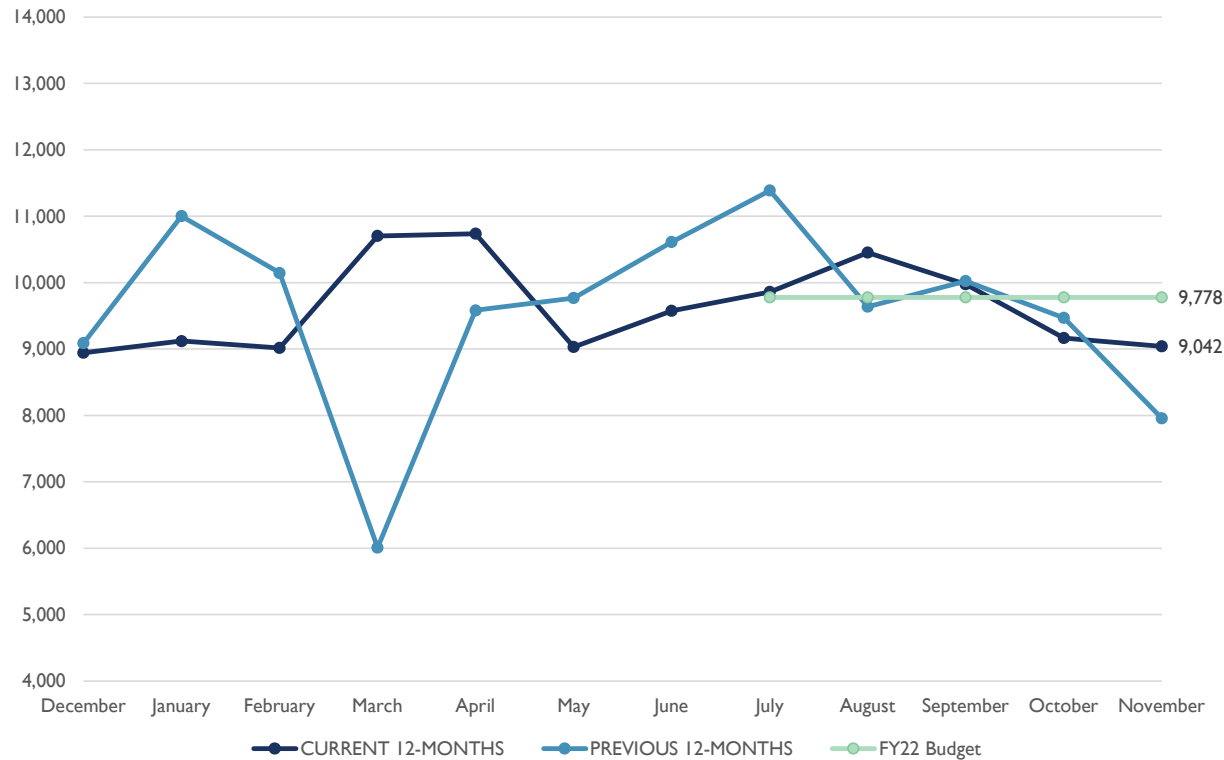
Average Panel Size	40,700
Current Month Panel Size	42,056
Calendar YTD Panel Seen Count	17,496
Calendar YTD % Panel Seen	43.0%
Goal to Panel Seen Count	19,170
PCP Claim Count	59,618

PCP Assignments by Month



NOVEMBER 2021 BILLABLE VISITS – 9,042

ROLLING 12-MONTH TRENDS - BILLABLE VISITS



Visits by Financial Class	%
Medi-Cal Managed Care	75.38%
Medicare	10.62%
Medi-Cal	9.24%
Self-Pay	3.08%
Commercial	1.68%
Total	100.00%

FY22 Month	Actual	Budget	Variance
Jul-21	9,859	9,778	81
Aug-21	10,453	9,778	675
Sep-21	9,975	9,778	197
Oct-21	9,167	9,778	(611)
Nov-21	9,042	9,778	(736)
Total	48,496	48,890	(394)

SJCC INCOME STATEMENT – NOVEMBER 2021

	Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenue						
Net Patient Service Revenue	1,285,461	1,275,357	10,104	7,466,855	6,376,785	1,090,070
Supplemental Revenue	997,165	967,837	29,328	4,985,825	4,839,183	146,642
Capitation & Managed Care Incentives	485,904	553,833	(67,929)	2,403,722	2,769,167	(365,445)
Grant Revenue	16,236	270,278	(254,042)	325,716	1,351,392	(1,025,675)
340B Pharmacy Program	109,675	60,000	49,675	658,820	300,000	358,820
MOU & Other Income	55,674	63,518	(7,843)	287,801	317,588	(29,787)
Total Operating Revenue	<u>2,950,115</u>	<u>3,190,823</u>	<u>(240,708)</u>	<u>16,128,739</u>	<u>15,954,115</u>	<u>174,624</u>
Expenditures						
Salaries & Wages	1,608,291	1,282,091	(326,199)	6,808,713	6,410,456	(398,257)
Employee Benefits	890,575	819,409	(71,166)	3,601,284	4,097,045	495,761
Professional Fees	209,171	212,324	3,153	1,020,125	1,061,618	41,493
Purchased Services	552,475	578,464	25,989	2,408,412	2,892,322	483,911
Supplies	48,258	39,431	(8,827)	445,180	197,153	(248,027)
Depreciation	18,565	20,509	1,944	93,997	102,545	8,548
Interest	17,953	4,298	(13,656)	112,365	21,488	(90,877)
Other Expenses	(285,613)	87,461	373,074	1,272,786	437,303	(835,482)
Total Expenditures	<u>3,059,675</u>	<u>3,043,986</u>	<u>(15,688)</u>	<u>15,762,861</u>	<u>15,219,931</u>	<u>(542,929)</u>
Net Income(Loss)	<u>(109,560)</u>	<u>146,837</u>	<u>(256,396)</u>	<u>365,878</u>	<u>734,183</u>	<u>(368,306)</u>

	<u>PERIOD 0</u>	<u>JULY 2021</u>	<u>AUGUST 2021</u>	<u>SEPTEMBER 2021</u>	<u>OCTOBER 2021</u>	<u>NOVEMBER 2021</u>
Assets						
Cash & Cash Equivalents	2,266,991	2,274,759	10,274,204	11,439,672	11,987,361	17,506,250
Accounts Receivable	1,786,574	1,567,532	1,544,418	1,652,978	1,574,805	1,383,482
Inventory	11,250	(36,414)	(60,467)	0	0	0
Property & Equipment	1,411,298	1,391,984	1,373,582	1,354,724	1,335,866	1,317,536
Other Assets	19,828,212	23,025,945	17,992,367	19,543,137	13,163,166	8,243,877
Total Assets	<u>25,304,325</u>	<u>28,223,807</u>	<u>31,124,104</u>	<u>33,990,511</u>	<u>28,061,198</u>	<u>28,451,145</u>
Liabilities						
Accounts Payable	396,672	610,273	721,439	923,594	989,410	975,540
Other Liabilities	15,087,742	17,626,124	19,616,244	21,834,230	15,576,439	16,751,439
Deferred Revenue	0	0	600,000	1,000,000	1,200,000	538,376
Total Liabilities	<u>15,484,414</u>	<u>18,236,396</u>	<u>20,937,683</u>	<u>23,757,824</u>	<u>17,765,848</u>	<u>18,265,355</u>
Net Assets						
Beginning Net Assets	9,819,912	9,819,912	9,819,912	9,819,912	9,819,912	9,819,912
Current YTD Net Income	0	167,499	366,510	412,775	475,437	365,878
Total Net Assets	<u>9,819,912</u>	<u>9,987,411</u>	<u>10,186,421</u>	<u>10,232,687</u>	<u>10,295,349</u>	<u>10,185,790</u>
Total Liabilities and Net Assets	<u>25,304,325</u>	<u>28,223,807</u>	<u>31,124,104</u>	<u>33,990,511</u>	<u>28,061,198</u>	<u>28,451,145</u>

SJCC BALANCE SHEET

NOVEMBER 2021

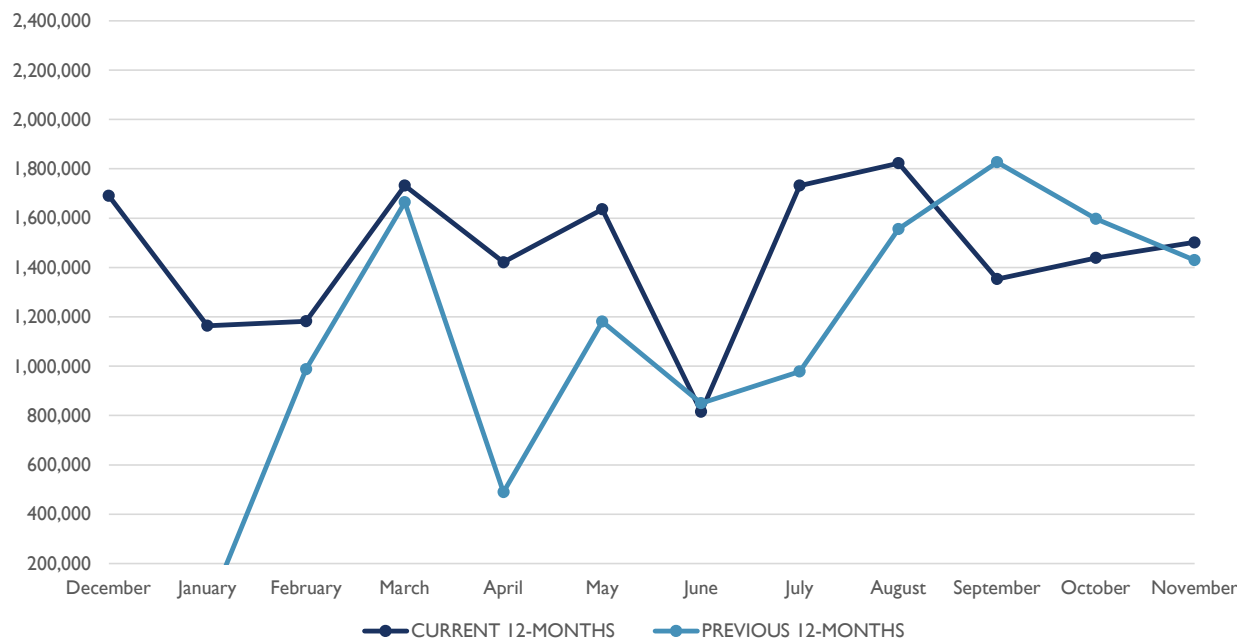
SJCC BILLING & COLLECTIONS

A/R AGING NOVEMBER 2021

SJCC Accounts Receivable Aging Analysis For the Month of November 2021								
Aging Category	MediCare	MediCal	Commercial	Self Pay	Total Aging This Month	Total Aging Last Month	\$ Increase (Decrease)	% Increase (Decrease)
1-30 Days	200,777	1,888,043	30,603	21,976	2,141,399	2,259,655	(118,257)	-5.23%
31-60 Days	94,634	184,872	22,852	22,937	325,294	301,598	23,696	7.86%
61-90 Days	52,688	92,896	17,239	23,624	186,448	177,477	8,971	5.05%
91-120 Days	29,805	55,680	10,126	6,776	102,388	113,700	(11,312)	-9.95%
121-180 Days	20,605	53,940	16,219	2,397	93,161	117,715	(24,554)	-20.86%
181-240 Days	16,152	30,030	18,069	2,567	66,817	74,292	(7,475)	-10.06%
241-270 Days	7,755	2,495	9,888	795	20,934	14,838	6,096	41.09%
271-365 Days	5,297	4,228	9,861	445	19,832	30,237	(10,405)	-34.41%
366 Days & Over	(37,258)	11,308	44,176	(26,948)	(8,722)	15,894	(24,617)	-154.88%
Total FC This Month	13%	79%	6%	2%	390,455	3,105,406	(157,856)	-5.08%
Total FC Last Month	395,791	2,436,019	187,900	85,696	3,105,406			
\$ Increase (Decrease)	(5,335)	(112,527)	(8,866)	(31,128)	(157,856)			
% Increase (Decrease)	-1.35%	-4.62%	-4.72%	-36.32%	-5.08%			
Monthly Management Summary								
	Beginning	Charges	Payments	Adjustments	Ending Gross			
November Activity	3,105,406	2,552,909	(1,501,783)	(1,208,982)	2,947,550			
A/R Days Analysis								
	November	October	September	August	July	June	May	Increase (Decrease)
Gross A/R Days	33	35	32	28	36	34	27	(2)
Net A/R	1,383,482	1,574,805	1,652,978	1,574,249	1,992,113	1,766,997	1,262,842	(191,322)
Net A/R Days	29	31	31	33	44	42	24	(2)

NOVEMBER 2021 EMMI CASH COLLECTED - \$1,501,783

ROLLING 12-MONTH TRENDS - CASH COLLECTED



FY22 Collections By Financial Class	%
Medi-Cal Managed Care	69.23%
Medi-Cal	21.82%
Medicare	8.17%
Self-Pay	0.54%
Commercial	0.25%
Total	100%

Key Financial Metrics: Capital Link Industry Guidelines



CAPITAL LINK FQHC FINANCIAL BENCHMARKS VS SJCC

DATA SUMMARY	Capital Link Target	SJCC FYTD FY22
FINANCIAL HEALTH		
1 Operating Margin As a % of Operating Revenue	>3%	2%
2 Bottom Line Margin As a % of Operating Revenue	>3%	2%
3 Days Cash on Hand	>45 Days	171
4 Days in Net Patient Receivables	<60 Days	29
5 Personnel-Related Expense (PRE) As a % of Operating Revenue	<70	86%

QUESTIONS & ANSWERS





San Joaquin County Clinics

Financial Statement Comments

November 2021

Summary of Clinics Year to Date

Billable visits for November are unfavorable to budget by 736 visits. Net Patient Revenues are \$10,104 greater than budget. YTD financials reflect a PPS reconciliation liability accrual of \$125,000. YTD Medi-Cal payments for \$1,771,824 have been reflected on the Balance Sheet for FY2015, FY2016, and FY2017 according to the payment plan with DHCS. YTD Income Statement includes interest expense of \$89,766 for PPS liability payments made to DHCS for FY2015, FY2016, and FY2017. YTD financials includes \$8.1M payment from SJGH related to the finalization of FY2020 financial statement audit and according to the separation agreement between SJGH and SJCC. Also, November financials include a \$4.6 million cash receipt from SJGH related to unaudited Due To/Due From estimations in accordance with the separation agreement between SJGH and SJCC.

YTD results include \$37,473 in DHCS recoveries for overpaid Code 18 Wrap payments for the period of October 2020 through December 2020.

YTD Supplemental Revenue includes the recognition of estimated Quality Incentive Program revenue for \$4,985,825. Combined Grants Revenue includes revenues for Essential Access Title X, SOR2, Health Net and American Rescue Plan (ARP) grants for \$325,716. Capitation and Managed Care Incentives include the YTD Capitation Revenue with an unfavorable variance to budget by \$365,445 due to pending manage care incentive revenue recognition associated with our HEDIS performance. Also, Other Income includes the 340B Pharmacy Program revenue for \$658,820 and the program related expenses for \$289,215 are included in Supplies & Other Expenses categories on the financials. YTD financials reflect First Responder Program revenue for \$12,600. YTD Other Revenue includes revenues accrued for \$282,313 related to Purchased Services provided to SJGH by SJCC per the MOU. Total Net Operating Revenues are favorable to budget by \$174,624.

YTD Salaries and benefits expenses exhibit a favorable variance to budget of \$97,505. Non-labor operating expenses exhibit an unfavorable variance of \$640,434 largely due to Professional Fees and Other Expenses favorable variance of \$533,951 mainly offset by unfavorable variance in Purchased Services, Supplies, Interest and Miscellaneous Expenses \$1,174,385. An expense accrual for the Purchased Services is recorded from July through November based on the MOU expense estimations.

Unaudited, as presented, Net Income of \$365,878 on a year-to-date basis is unfavorable compared to budget by \$368,306.

Additional Factors Impacting Clinic Performance Presentation

- Supplemental revenues are estimates based on the Master MOU between SJCC and SJ County. Revenue recognition for QIP Receivable is pending independent auditor's evaluation.

Other Material Notes

- SJGH has submitted to its independent auditor history-to-date financial adjustments which effectively have resulted in SJCC being a breakeven operation as of 6/30/2020.



**San Joaquin County Clinics
Board of Directors Meeting
December 28, 2021**

LEGISLATIVE AND GRANTS UPDATE

Legislative Update

State of California

State legislature adjourned September 10, 2021 and returns January 3, 2022.

Federal

H.R. 5376 – 117th Congress: Build Back Better Act (BBBA)

Introduced September 27, 2021, H.R. 5376 was a 2,465-page, \$3.5 trillion bill (over ten years) that “provides funding, establishes programs, and otherwise modifies provisions relating to a broad array of areas, including education, labor, childcare, health care, taxes, immigration, and the environment.”

While its more publicly discussed components include funding for such items as universal preschool, two years of free junior college, twelve weeks of paid family leave, tax cuts for electric vehicles and other climate incentives, and expanded Medicare and Medicaid, of special note for SJCC, H.R. 5376 sets aside \$10 billion for community health center capital projects including for Look-Alikes and \$6.3 billion for primary care workforce programs.

Congressional Democrats unveiled updated text of the BBBA October 28. The now \$1.75 trillion bill is a scaled-back version of the original budget reconciliation legislation. The House Committee on Rules then amended the BBBA on November 4. While the \$1.75 trillion package is still subject to change, it now includes \$2 billion for community health center capital projects, including for Look-Alikes.

Current Status: The bill is opposed by Republicans. Democrats have been trying to enact it through a budgetary process called reconciliation, solely with Democratic support. But this would require a "yes" vote from every Senate Democrat, and two of them, Kyrsten Sinema (Arizona) and Joe Manchin (West Virginia), have been leaning against it. On December 19, Senator Manchin announced that he will definitely NOT vote for it. This appears to be the end of the bill in its current form. It is still too early to know what will happen with the various components of the bill including the funding it contained for community health center projects.

Grants for Board Approval

1. ACTION REQUESTED: RETROACTIVE BOARD APPROVAL TO ACCEPT THE FOLLOWING GRANT

HealthNet – HEDIS Gap Closure

Grant Amount: - \$17,257.98

Grant Period: October 1, 2021 through December 31, 2021

Purpose: To support SJCC in identifying and reaching out to patients with gaps of care related to three specific HEDIS measures. These measures were controlling high blood pressure (CBP), comprehensive diabetes care (CDC), and cervical cancer screening (CCS).

Funds were be used to support two part-time outpatient clinic assistants to be responsible for data mining, aggregating and disbursing reports to providers, outreaching to patients identified with care gaps to schedule appointments, and coordinating new data/clinic initiatives. The staff were to serve as the liaison between the patient and their provider care teams to ensure that they are following through with their treatment plan.

The goal was to close CBP gaps in care for 136 patients, CDC gaps in care for 68 patients, and as many CCS care gaps as possible during the project period.

SJCC did not submit an application for these funds. Rather, local Health Net staff successfully applied for funding from Health Net at the state level and asked SJCC to submit an invoice for \$17,257.98 in late September. SJCC received the funds and has implemented the project. The project will be complete by December 31, 2021 with the potential for additional HealthNet funding going forward.

Annual Certification Submission to HRSA

Background: Health Center Look-Alikes (LALs) are required to submit an annual certification (AC) application to HRSA via the Electronic Handbook (EHB) at least 90 days prior to the end of their certification period.

The AC submission provides an update on the progress of LALs. Following specific guidelines built into the EHB, the AC submission is to report on progress made from the beginning of a LAL's current certification period until the date of AC submission; the expected progress for the remainder of the current certification period; and any projected changes for the upcoming certification period. Failure to submit a timely and complete AC submission may result in termination of the LAL designation.

In order to provide flexibility during the time of the COVID pandemic, HRSA extended designation periods for most LALs and the due dates for deliverable such as operational site visits, annual certifications, and renewals of designation. SJCC's designation period was extended to December 31, 2022.

In some cases, these changes resulted in confusion around deliverables and errors in the EHB. SJCC was one of the LALs for whom there was confusion around deliverables. Initially, SJCC was told it didn't owe an annual certification in 2021 and the EHB wouldn't allow SJCC to prepare its annual certification submission.

Believing that it did owe an annual certification in 2021, SJCC continued to seek formal confirmation from HRSA that it didn't. After weeks of research, HRSA determined that there was an error in the EHB and SJCC did indeed owe an annual certification. SJCC requested a due date for submission of December 20 that was approved by HRSA. Necessary changes were made to the EHB to enable SJCC to access the annual certification submission.

SJCC prepared and submitted its attached Annual Certification on December 17. Among the notable information included the submission:

- SJCC estimates utilization to be 115,561 medical visits during 2021 compared with 124,408 medical visits reported for Calendar Year 2020 UDS.
- SJCC projects a 20.52% increase in total expenses from 2020 to 2021 and a 43.6% increase in revenues.
- SJCC experienced no key staffing vacancies during 2020.
- SJCC saw 5.29% less total unduplicated patients in 2020 than in 2019. It also saw 3.49% less total medical services patients in 2020 than in 2019. This was a result of the combination of the initial elimination of appointments at SJCC in response to the onset of the pandemic and the subsequent lack of demand for in-person visits as well as the June 30, 2020 closure of its Hazelton and Manteca clinics. Would have been a

significantly larger drop if not for SJCC's rapid adoption and continued use of telemedicine.

- Reassignment of staff to support COVID testing reduced SJCC's capacity to provide enabling services. This resulted in a significant decrease in total enabling services (non-required case management support patient's access to non-medical, social, educational or other related services over the prior year. SJCC continues to look for opportunities to coordinate with other social service agencies to help ensure its patients receive needed enabling services support such as shelter, food, etc.

SJCC is now awaiting review and approval of the submission by HRSA.

Board Action Requested: Retroactive Approval of Submission of Look-Alike Annual Certification

CEO Report – Previous 30 Days

- COVID19 updates
 - No wrong door for vaccination and testing and monoclonal Abs
 - Fleshing out field events calendar and advertising through social media channels; mobile unit has had more community exposure
 - SJCC is hitting production targets in clinic in December MTD through both F2F (64%) and virtual care (36%)
 - Received \$95k Kaiser grant to expand COVID vaccines in targeted zip codes and to kids 5+ in general
- SJCC Structural Independence
 - MOU: purchased services require 180 days notice to County/SJGH to discontinue selected line items; evaluating options
 - SJCC FY23 budget planning kicked off late December
 - Administrative HQ occupancy anticipated in February
 - Remaining Recruitment: additional finance staff; registration manager
 - Rebrand – San Joaquin Health Centers (SJ Health); sjhealth.org domain migration in flight; brand launch being planned by marketing firm
- HRSA compliance
 - Governance committee resuming board recruitment efforts with goal to reach total of 13 board members
 - Board-approved 3-year SJCC strategic plan presented to County BOS, CAO on 12/15/21; well-received
 - New HRSA POs assigned
 - Annual certification submitted 12/17/21 (retroactive approval required by Board)
 - UDS submission on the horizon 2/15/22
- Quality Update – focus on QIP, UDS, HEDIS/MCAS, PPS APM
 - PPS APM planned to replace FFS has been pushed to 2024, rate setting methods and structure evolving
 - QIP PY4 – 60% P4R, 40% P4P
 - New monthly staff committee dedicated to patient and provider/staff experience



SJ HEALTH
San Joaquin Health Centers