

ALAMEDA COUNTY HEALTH CARE FOR THE HOMELESS

CO-APPLICANT AGREEMENT

This Co-Applicant Agreement ("Agreement") shall delineate the governance authority and responsibilities of the Alameda County ("County") Health Care for the Homeless Commission ("Commission") in relation to the Health Resources and Services Administration (HRSA) Scope of Project and in relation to the Alameda County Board of Supervisors ("BOS"), and Alameda Health System's ("AHS's") Board of Trustees ("BOT"), who shall be considered as Co-Applicants ("Co-Applicants," also referred to as the "parties" to this Agreement) as applied to HRSA Regulations and Authorities pertaining to the operation of the Alameda County Health Care for the Homeless program ("HCH").

WHEREAS, the Alameda County Health Care Services Agency ("HCSA"), governed by the BOS, has applied for and received grants from HRSA pursuant to Section 330(h) of the Public Health Service Act to support health care services for people experiencing homelessness; and

WHEREAS, AHS, governed by the BOT, has provided a portion of those services through its status as a subrecipient of Section 330(h) funds from HCSA and its resulting designation as a Federally Qualified Health Center ("FQHC"); and

WHEREAS, HRSA's Policy Information Notice 2014-01 defines the Scope of Project ("HRSA Scope of Project") under a Section 330 grant as "the approved service sites, services, providers, service area(s) and target population(s) which are supported (wholly or in part) under the total section 330 grant-related project budget;" and

WHEREAS, HCSA, through its HCH program, and AHS, through its Homeless Coordinating Office ("HCO"), jointly administer the HRSA Scope of Project; and

WHEREAS, HRSA, as a condition of the Section 330 grant and the resulting FQHC designation, requires the establishment of an independent governing body with specific authority to oversee the HRSA Scope of Project; and

WHEREAS, the BOS and AHS wish to collaborate in providing the oversight required by HRSA through the Commission, which has specific authority to oversee the HRSA Scope of Project; and

WHEREAS, the BOS established the Commission pursuant to Alameda County Administrative Code Chapter 2.124;

NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, THE BOARD OF TRUSTEES OF ALAMEDA HEALTH SYSTEM, AND THE ALAMEDA COUNTY HEALTH CARE FOR THE HOMELESS COMMISSION AGREE AS FOLLOWS:

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1. Establishment and Purpose.

The Commission's purpose is to act, in conjunction with the BOS and BOT, as the governing board of health care operations, whether administered by HCSA or AHS, which fall under the HRSA Scope of Project. This Co-Applicant Agreement ("Agreement") delineates the authority and responsibilities of the Commission in relation to the HRSA Scope of Project.

The parties agree to carry out the activities and purposes of the HRSA Scope of Project in accordance with the specific provisions contained within Chapter 2.124 to Title 2 of the Alameda County Administrative Ordinance Code. The parties further agree to maintain the Section 330 grant by complying with the letter and spirit of applicable federal, state and local laws, policies and regulations. Above all, the parties to this Co-Applicant Agreement acknowledge their mutual commitment and responsibility to work together to serve the best interests of the target population served within the HRSA Scope of Project.

2. Reservation of Powers.

Powers not expressly granted to the Commission within the terms of this Agreement are reserved to the BOS and the BOT, as the case may be.

3. The Health Care for the Homeless Commission.

a) Membership.

The Commission shall consist of nine (9) members initially appointed by the BOS in consultation with HCH and AHS through its Homeless Coordinating Office ("HCO"). Subsequent appointments to fill vacancies will be made pursuant to the Commission Bylaws. All members of the Commission shall be residents of the County. Each of the five districts represented by a member of the BOS must be represented by at least one member of the Commission. At least one member must be an active member of the HCH Consumer Community Advisory Board. No member of the Commission shall be an officer, employee, or immediate family member of an officer or employee of the County, AHS, or a subcontracting agency of the HCH or HCO. No member shall have a financial interest which would constitute a conflict of interest. No more than one-half

(50 percent) of Commission members may derive more than ten (10) percent of their annual income from the health care industry, as required by HRSA regulations.

Collectively, Commission members shall possess expertise in health care, community affairs, finance, government, business, and legal affairs. Each member shall have a demonstrated commitment to people experiencing homelessness and the special health needs of that population. The HCH Director shall be an ex-officio, nonvoting member of the Commission.

b) Terms of Office.

Upon establishment of the Commission, initial terms shall be four (4) years for five (5) of the members and two (2) years for the remaining members. Thereafter, the term of each member shall be four (4) years. Any vacancy or removal from the Commission shall occur pursuant to the Bylaws.

c) Compensation and Expenses.

Members of the Commission shall serve without compensation. Travel and meal expenses when traveling out of County on Commission business shall be approved in advance by the Commission and reported to the BOS.

d) Meetings.

Meetings shall be held pursuant to HRSA requirements and within the jurisdictional limits of the County. All meetings of the Commission, including, without limitation, regular, special, and adjourned meetings, shall be called, publicly noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code). A quorum is necessary to conduct business and make recommendations. A quorum shall be constituted by the presence of a majority of the voting members of the Commission. A majority vote of the Commission members present is required to take any action and each member present shall be entitled to vote.

e) Conflicts of Interest.

The Commission shall be subject to the same conflict of interest rules and reporting requirements which are applicable to the BOS and as otherwise required by law.

f) Bylaws.

The parties to this Agreement acknowledge the power of the Commission to revise the Bylaws which govern the Commission within the limits established by the ordinance which created the Commission and subject to HRSA regulations or any other federal, state, or county law.

g) Termination of the Commission.

The Commission shall remain in existence for as long as required to remain eligible for receipt of funding from the United States Government under Section 330 of the Public Health Service Act or any successor law that requires the existence of the Commission. If such funding is no longer received by the County, the Commission shall terminate unless the BOS takes action to maintain the Commission.

h) Limitations of Commission Authority.

The BOS and BOT shall retain authority to set policy on fiscal and personnel matters within their respective public agencies including, but not limited to, appropriating and authorizing funding and staffing for programs and policies related to financial management practices, labor relations, and conditions of employment. The Commission may not adopt any policy or practice or take any action which is inconsistent with or which alters the scope of any decision or policy set by the BOS or the BOT on fiscal or personnel issues or which asserts control, directly or indirectly, over any non-HRSA Scope of Project fund or program. The Commission does not have the authority to direct the hiring, promotion, or firing of any employee of the County or AHS.

i) Powers and Duties.

Subject to the Limitations of Commission Authority as set forth herein, the duties of the Commission shall be limited to the HRSA Scope of Project as follows:

- i. Approving applications related to the HRSA Scope of Project, including grants and designation applications and other HRSA requests regarding scope of project.
- ii. Approving the annual HRSA Scope of Project budget and audit within appropriations made available by the BOS and/or the BOT.

- iii. Long-term strategic planning, which would include regular updating of the HRSA Scope of Project's mission, goals, and plans, as appropriate.
- iv. Evaluating the HRSA Scope of Project's progress in meeting its annual and long-term goals.
- v. Determining the hours during which services are provided at HRSA Scope of Project sites that are appropriate and responsive to the community's needs.
- vi. Approving the selection and dismissal of, and evaluating the performance of, the HCH Director, subject to those limitations on the Commission's authority over labor relations and conditions of employment described in the Commission's enabling ordinance, which are strictly reserved to the BOT and BOS.
- vii. Establishing general policies and procedures for the HRSA Scope of Project that are consistent with the HRSA Scope of Project and applicable grants management requirements.
- viii. Developing Commission member selection and dismissal procedures.
- ix. Developing quality improvement system.
- x. Developing fee schedules for services, including the sliding fee discount program.

4. Management of the HRSA Scope of Project.

a) Budget Development and Approval.

Subject to the requirements for adoption and approval of a public agency budget, the Commission shall have final authority to approve the annual operating and capital budgets of the HRSA Scope of Project within the confines and amounts provided by the BOS during its annual budget adoption. The Commission agrees not to undertake expenditures in excess of the authorized budget. The BOS through HCSA shall develop preliminary recommendations for the annual operating and capital budgets of the HRSA Scope of Project based on financial projections and plans developed by HCSA and AHS staff. HCSA shall recommend such budgets to the Commission for review. The Parties shall negotiate in good faith in order to arrive at agreed-upon budgets which satisfy the

programmatic goals as well as budgetary constraints and larger planning objectives of all three parties to this Agreement. In the event that the Commission is unable or unwilling to approve a budget which is satisfactory to all three parties, then the parties may engage in a dispute resolution process as defined in this Agreement.

All income generated within the HRSA Scope of Project, including fees, premiums, third party reimbursements, state and County funding, and Section 330 grant funds (collectively "Program Income"), as well as all Program Income greater than the amount budgeted to the Scope of the Project ("Excess Program Income"), shall be under the control of the BOS or BOT, depending on the entity responsible for carrying out the programmatic activities and billing for them. In accordance with HRSA regulations, the parties agree that Excess Program Income shall be used to further the goals of the Scope of Project consistent with the policies and priorities established by the Commission. The Parties shall not materially deviate from adopted budgets except that the County or AHS may modify planned fiscal activities if there is a reduction in available resources (e.g. decreased levels of reimbursement, diminished revenues, or adverse labor events). The County and AHS shall immediately notify the Commission of any budgetary changes that would materially modify the HRSA Scope of Project and seek the Commission's approval of any changes to the HRSA Scope of Project.

b) Fiscal Management.

The BOS, through HCSA, and the BOT, through its HCO, shall each be responsible for the management of their respective financial affairs, including:

- i. Borrowing for capital costs and operations;
- ii. Financial policies and controls;
- iii. 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 and otherwise receiving, managing, allocating, and disbursing funds necessary for the operation of the HRSA Scope of Project;

- iv. Providing for the annual audit of the HRSA Scope of Project, which shall be undertaken in consultation with the Commission in accordance with this Agreement, consistent with the requirements of the United States Office of Management and Budget Circular A-133 and the compliance supplement applicable to the consolidated Health Center Program to determine, at a minimum, the fiscal integrity of financial transactions and reports and compliance with Section 330 requirements and the fiscal policies of HCSA and AHS;
- v. Preparing regular financial reports, which shall be submitted to the Commission, and managing financial matters related to the operation of the Health Center;
- vi. Developing and managing internal control systems, in consultation with the Commission as set forth in this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:
 - i. Eligibility determinations;
 - ii. Development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the HRSA Scope of Project;
 - iii. Separate maintenance of the HRSA Scope of Project's business and financial records from other records related to the finances of HCSA so as to ensure that funds of the HRSA Scope of Project may be properly allocated;
 - iv. Accounting procedures and financial controls in accordance with generally accepted accounting principles;
 - v. A schedule of charges and partial payment schedules (i.e., a sliding fee schedule of discounts) for services provided to certain uninsured and underinsured patients with annual incomes at or below 200% of the federal poverty level, and a nominal fee policy for those with annual incomes at or below 100% of the federal

poverty level, and in compliance with, but not greater than, the requirements set forth in the California State law (California Welfare and Institutions Code § 17000, et seq.); and

- vi. 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; or (3) underinsured or uninsured and whose earnings fit the low-income criteria.

c) Personnel.

Subject to the limitations outlined in this Agreement regarding the selection, evaluation, approval, and removal of the HCH Program Director, the parties agree that the BOS and AHS shall have sole authority over employment matters and development and approval of personnel policies and procedures, including but not limited to: employing or contracting personnel to carry out clinical, managerial, and administrative services related to the HRSA Scope of Project, including agreements for the provision of staff who are employees of other agencies or organizations; day-to-day management and supervision; evaluation; discipline and dismissal; salary and benefit scales; grievance procedures and processes; equal employment opportunity practices; collective bargaining agreements; and labor disputes and other labor and human resources issues. The HCH Program Director shall be an employee of HCSA. Removal of the HCH Program Director by the Commission pursuant to this Agreement shall not constitute a termination of employment nor impede the HCH Program Director's employment relationship with HCSA or Alameda County.

d) Other Operations.

Subject to the governance responsibilities exercised by the Commission, HCSA and AHS shall conduct the day-to-day operations of the HRSA Scope of Project. Such operational responsibilities shall include but not be limited to:

- i. Applying for and maintaining all licenses, permits, certifications, accreditations, and approvals necessary for the operation of the HRSA Scope of Project;
- ii. Compliance with the terms and conditions of the FQHC Look-Alike and/or Grantee designation, as applicable.
- iii. Unless otherwise stated in this Agreement, establishment of the HRSA Scope of Project's operational, management, and patient care policies.
- iv. Establishing ongoing quality improvement programs.
- v. Ensuring the effective and efficient operation of the Health Center.

5. Governing Law.

This Agreement shall be governed and construed in accordance with applicable federal laws, regulations, and policies. In addition, each Party covenants to comply with all applicable laws, ordinances and codes of the State of California and of local governments.

6. Term.

This Agreement shall remain in effect during the project period of any Section 330 grant award that HCSA receives with the Co-Applicants unless terminated at an earlier date in accordance with the terms of Section 3(i) of this Agreement.

7. Termination.

This Agreement may terminate:

- a) Upon the non-renewal or termination of the Section 330 grant, which shall be considered a termination for cause;
- b) Upon the mutual approval of the Parties in writing;
- c) Upon action of the BOS to repeal the ordinance which established the Commission; or
- d) With the exception of a termination for cause arising from the voluntary or involuntary loss of the Section 330 grant, either party may terminate this Agreement on 120 days written notice; however, such termination shall not become effective unless and until HRSA issues its written approval of such termination.

8. Dispute Resolution and Mediation.

The Parties shall attempt to resolve any dispute or impasse in decision-making arising under or relating to this Agreement by informal discussions among representatives appointed by the BOS, AHS, and the Commission. The parties further agree to consult with HRSA to attempt to resolve disputes. Any dispute or impasse not resolved within a reasonable time following such discussions may be resolved by mediation by a mutually-agreed upon resource. The costs of mediation shall be borne equally by AHS and HCSA.

9. 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 no 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 parties and HRSA. Furthermore, the parties shall not execute a merger, consolidation, or major structural or contractual affiliation with third-parties that materially impacts the governance or operation of the HRSA Scope of Project or which materially impairs their performance under this Agreement without the written consent of the other parties to this Agreement.

10. Severability.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, it is the intent of the parties that such invalid provision be severed from the remaining provisions of this Agreement and that those remaining provisions continue in effect.

11. Amendments.

The Parties may agree to amend this Agreement. Amendments shall be in writing and signed by the Parties.

12. Waiver.

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

13. Agency.

Except as may be required as a condition of licensure, no party is, nor shall be deemed to be, an employee, agent, co-venture or legal representative of another party for any purpose. No party shall be entitled to enter into a contract in the name of, or on behalf of another party, nor shall a party be entitled to pledge the credit of another party in any way or hold itself out as having the authority to do so.

14. Third-Party Beneficiaries.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of parties to this Agreement. 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.

15. Force Majeure.

in the event a 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, no party shall be liable to another party for any loss or damage resulting therefrom.

16. Incorporation by Reference of Portions of the County Code.

Alameda County Administrative Code Chapter 2.124 is hereby incorporated by this reference as though stated in full herein. To the extent that any of the provisions of this Agreement are inconsistent with the any of the provisions of the Alameda County Administrative Code Chapter 2.124, the provisions of the Alameda County Administrative Code Chapter 2.124 shall prevail.

17. Notice

All notices required by law or under this Agreement must be in writing and either (a) delivered personally or (b) deposited in the United States Mail, first class postage. Notice must be given to the following persons:

For Alameda County Health Care for the Homeless Commission:

Chair, HCH Commission
1404 Franklin Street, Suite 200
Oakland, CA 94612

For Alameda Health System:

President, Board of Trustees
1411 E. 31st St
Oakland, CA 94602

For County of Alameda

Director, Alameda County Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

[The remainder of this page is intentionally left blank.]

Execution: In witness whereof, the parties have executed this Agreement below by their duly authorized representatives as of the date and year first above written.

COUNTY OF ALAMEDA

ALAMEDA HEALTH SYSTEM

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Date: _____

Approved as to Form, DONNA ZIEGLER, County Counsel for the County of Alameda:

ALAMEDA COUNTY HEALTH CARE FOR THE HOMELESS COMMISSION

By: _____
Raymond Lara
Senior Deputy County Counsel

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.