

**CITY AND COUNTY OF SAN FRANCISCO
CO-APPLICANT AGREEMENT**

with

SAN FRANCISCO HEALTH CARE FOR THE HOMELESS CO-APPLICANT BOARD

This Agreement is made this ___ day of _____, 2022 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco, a municipal corporation, acting by and through its Department of Public Health (“DPH”), hereinafter referred to as (“City”) and the San Francisco Health Care for the Homeless Co-Applicant Board hereinafter referred to as (“CAB”). City and CAB may be collectively referred to as the “Parties.”

RECITALS

WHEREAS, the San Francisco Community Clinic Consortium (“SFCCC”) has applied for and received grant funding from the United States Department of Health and Human Services, Health Resources and Services Administration (“HRSA”) pursuant to Section 330(h) of the Public Health Service Act (“Section 330”) to operate one or more Health Center Projects for homeless and formerly homeless individuals and families located in San Francisco; and

WHEREAS, SFCCC has entered into a subrecipient agreement with the City and County of San Francisco (“City”), a municipal corporation, through its Department of Public Health (“DPH”), under which SFCCC awards a portion of the HRSA grant funds to support the planning for, and delivery of, services to individuals served by the City’s Health Care for the Homeless Program through neighborhood community clinics operated by DPH (“HCH Program”); and

WHEREAS, Section 330 and its implementing regulations require the City to establish an HCH Program governing board, consistent with the requirements of Section 330, and applicable implementing regulations and Health Center Program Requirements as set forth in the Health Center Program Compliance Manual (the “Compliance Manual”), to qualify as a health center for purposes of federal law; and

WHEREAS, Section 330 and the Compliance Manual allow public entities to create co-applicant boards that meet Section 330’s requirements; and

WHEREAS, City Charter Section 4.110 charges the Health Commission, together with the Department of Public Health, with the management and control of the hospitals of the City, emergency medical services, and general preservation, promotion and protection of the physical and mental health of inhabitants of the City, while Charter Section 4.102 sets forth the duties of City Commissions, including the requirement that Commissions deal with administrative matters solely through the department head or their designees; and

WHEREAS, City Charter Section 4.126 and Administrative Code Section 2A.30 charge the department head with responsibility for the administration of their department, and designates the department head as the “appointing officer” under the civil service provisions of the Charter for the appointing, disciplining and removal of department employees. The Director of Health is the department head of the Department of Public Health; and

WHEREAS, the Health Commission and the Director of Health established the CAB by Resolution No. 21-11, on October 5, 2021 (“Resolution”) to provide oversight, as specifically set forth in Section II, below, of the HCH Program provided by the City, in accordance with the City Charter and Municipal Code, and the requirements of Section 330 and applicable implementing regulations and program requirements governing the HCH Program, to the extent such operations are funded by any Health Care for the Homeless grant and governed by Section 330, and the implementing regulations, and other HRSA regulations applicable to such grants; and

WHEREAS, this Agreement is intended to set forth the roles and responsibilities of the CAB in carrying out the HCH Project.

NOW, THEREFORE, the City and the CAB agree as follows:

I. ESTABLISHMENT & PURPOSE

- A. Establishment. The body shall be known as the San Francisco Health Care for the Homeless Co-Applicant Board, and operate pursuant to the provisions of the City Charter and Municipal Code, Section 330 and its implementing regulations, and applicable Health Center Program requirements as set forth in the Compliance Manual, Health Commission Resolution No. 21-11, the Director of Health’s implementation of the Resolution, the CAB’s Bylaws, and applicable local, state, and federal laws and regulations.
- B. Purpose. The purpose of the CAB is to provide oversight, as specifically set forth in Section II, below, of the HCH Program in accordance with the City Charter and Municipal Code, and Section 330 and applicable implementing regulations and program requirements governing the HCH Program, to the extent such operations are funded by any Health Care for the Homeless grant and governed by HRSA requirements applicable to such grants.

II. RESPONSIBILITIES OF THE CAB

The CAB shall provide oversight, as specifically set forth below and in Article III of the CAB’s Bylaws, of the HCH Program in accordance with the City Charter and Municipal Code, and Section 330 and its implementing regulations, and the applicable HCH Program requirements as

set forth in the Compliance Manual. Subject to the authority delegated to it by the Health Commission and the Director of Health, the CAB shall perform the following functions:

- A. Adopt Bylaws.
- B. Subject to the budgetary and fiscal provisions of the City Charter, recommend a policy for financial management and accounting practices, including a system to assure accountability for HCH Program resources and assets, and long-range financial planning.
- C. Develop and present the annual HCH Program priorities to DPH, which DPH will take under strong advisement and work wherever possible to incorporate into the annual HCH Program budget.
- D. Subject to the budgetary and fiscal provisions of the City Charter, review and recommend approval of the annual HCH Program budget submitted to SFCCC, which outlines the proposed uses of the Section 330 grant funds.
- E. Develop, and at least once every three years, review and recommend updates to policies for eligibility for services, including the Sliding Fee Discount Program and other criteria for partial payment schedules, subject to the applicable provisions of the City Charter.
- F. Monitor the financial status of the HCH Program based on the financial reports and the annual audit prepared and presented by the City, accept the annual audit report, and if necessary, ensure that appropriate follow-up actions are taken.
- G. Recommend approval of the portions of the HCH Program project plan submitted to SFCCC and requests to SFCCC related to the federal scope of project (including but not limited to, Change in Scope requests).
- H. Measure and evaluate the HCH Program's progress in meeting its annual and long-term programmatic and financial goals and the HCH Program's activities and performance based on quality assurance, improvement assessments, and other information received from DPH. Ensure that appropriate follow-up actions are taken based on such evaluations, including evaluation of services utilization patterns; productivity, efficiency, and effectiveness of the HCH Program; patient satisfaction; quality of care; achievement of HCH Program objectives; and development of a process for hearing and resolving patient grievances.
- I. Develop, review, and as necessary update policies for the HCH Program governing scope and availability of services, location and hours of services, and quality-of-care audit procedures, including the quality improvement and assurance plan for the HCH Program (which shall be reviewed and as necessary updated at least once every three years).
- J. In conjunction with DPH, conduct long-term strategic planning for the HCH Program at least once every three years, which at a minimum will address financial management and capital expenditures.
- K. Subject to the personnel administration provisions of the City Charter, Municipal Code, Civil Service Commission rules, and applicable labor memoranda of understanding, recommend to the Director of Health the selection and dismissal of the HCH Program Director, and provide input to the Director of Health regarding evaluating the performance

of the HCH Program Director, provided that the CAB shall have no authority to hire, fire, or discipline City employees.

- L. Subject to the personnel administration provisions of the Charter, Municipal Code, Civil Service Commission rules, and applicable labor memoranda of understanding, recommend personnel policies and procedures, including selection and dismissal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity practices, provided that the CAB shall have no authority to hire, fire, or discipline City employees.
- M. Assure that the HCH Program is operated in compliance with applicable Federal, State, and local laws and regulations.
- N. Hold a regular meeting at which a quorum is present not less than once every month and within the jurisdictional limits of the City, in accordance with the Ralph M. Brown Act, California Government Code §§ 54950, *et seq.* (“Brown Act”) and the San Francisco Sunshine Ordinance, Chapter 67 of the Administrative Code (“Sunshine Ordinance”). If a quorum is not present at the regularly scheduled meeting, another meeting must be held and conducted during that same month. Minutes of each meeting shall be kept.

III. RESPONSIBILITIES OF THE CITY

- A. Because the City is a public entity, the Board of Supervisors, the Health Commission, and DPH shall retain the sole authority to set policy within the City and DPH, in conformance with the City Charter, Municipal Code, Civil Service Commission rules, and any other applicable regulations, agreements, or policies.
- B. DPH shall conduct the day-to-day operations of the HCH Program, through and under the direction of the HCH Program Director and other assigned staff. Such operational responsibilities include, but are not limited to:
 - 1. Apply for and maintain all licenses, permits, certifications, accreditations, and approvals necessary for the operation of the HCH Program;
 - 2. Develop the annual HCH Program budget, which shall outline the proposed uses of the Section 330 grant funds and should include, wherever possible, the HCH Program priorities developed by the CAB. After development of the HCH Program budget, DPH shall present such budget to the CAB for review and recommendation by the CAB;
 - 3. Receive, manage, and disburse, as applicable, revenues of the HCH Program consistent with the approved budget for the HCH Program;
 - 4. Prepare and maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers, or other records related and pertinent to the HCH Program and this Agreement for a period of at least three (3) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the City shall maintain the records until the end of the three (3)

year period or until the audit, litigation, or other action is completed, whichever is later;

5. Develop, adopt, and at least once every three years, review and as necessary update, personnel policies and procedures for the HCH Program, including selection and dismissal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity practices;
6. Employ, or contract for, personnel to perform all clinical, managerial, and administrative services necessary to provide health care services to the HCH Program's patients;
7. Verify the credentials and privileges of the health care providers;
8. Prepare and submit cost reports, supporting data, and other materials required for reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs;
9. Prepare annual financial reports, which shall be submitted to the CAB, and managing financial matters related to the operation of the HCH Program;
10. Establish the HCH Program's operational, management, and patient care policies and procedures, subject to the review and recommendation of the CAB;
11. In conjunction with the CAB, establish ongoing quality improvement programs, consistent with Article II, Section I above;
12. Assist the City Controller, as requested, in the City's required annual single audit, consistent with the requirements of 45 C.F.R. Part 75, Subpart F, and submit a copy of the audit to the CAB annually;
13. Ensure the effective and efficient operation of the HCH Program;
14. Develop, manage and at least once every three years, review and as necessary update, internal control systems, in consultation and/or conjunction with the CAB as set forth in this Agreement (as applicable), in accordance with sound management procedures and the requirements of Section 330, the implementing regulations, and applicable Health Center Program Requirements set forth in the Compliance Manual, which provide for:
 - a. Eligibility determinations;
 - b. Development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the HCH Program;
 - c. Maintain the HCH Program's business and financial records in a manner that ensures that funds of the HCH Program are properly allocated, in conformance with 45 C.F.R. § 75.302;
 - d. Accounting procedures and financial controls in accordance with generally accepted accounting principles;
 - e. A schedule of charges and policies for eligibility for services, including the Sliding Fee Discount Program and other criteria for partial payment schedules for services provided to certain uninsured and underinsured patients, consistent with

State and Federal law, including but not limited to Section 330, the implementing regulations and the Program Requirements set forth in the Compliance Manual;

f. 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 earning fit the low-income criteria.

15. Develop mechanisms or procedures to inform City employees and CAB board members of the City's standards of conduct governing conflicts of interest, including the selection, award and administration of contracts, where applicable. If DPH identifies a conflict of interest within the scope of the HCH Program, DPH shall document in its procurement records adherence to the City's conflict of interest standards of conduct.

C. DPH shall provide a regular site and staff support for CAB meetings, and shall maintain the minutes and other records of the CAB.

IV. MUTUAL RESPONSIBILITIES

A. The Parties shall work together in good faith to ensure that the HCH Program provides health care in compliance with the HRSA Scope of Project, all applicable federal, state, and local laws, policies, and regulations, including but not limited to, the City Charter, Municipal Code, Section 330, the implementing regulations and the Program Requirements set forth in the Compliance Manual.

B. The Parties, their officers, employees, contractors, and agents shall maintain the confidentiality of all protected health information ("PHI") in accordance with all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the Confidentiality of Medical Information Act ("CMIA"), and the Lanterman-Petris-Short ("LPS") Act. The Parties further agree that DPH is the legal custodian of all PHI established and maintained relating to diagnosis and treatment of any patient served by the HCH Program.

VI. TERM & TERMINATION

A. Term. The term of this Agreement shall commence on the execution of the Agreement for a period of three (3) years or the end of the Section 330 grant project period, whichever is earlier. It can be renewed for additional terms of three (3) years upon renewal of the Section 330 grant and the mutual agreement of the Parties.

B. Termination. Notwithstanding the provisions of subsection VI.A above, either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Notwithstanding any other provision in this Agreement to contrary, if the HCH Program no longer receives funding under Section 330, this Agreement shall terminate.

VII. AMENDMENT

This Agreement may only be modified or amended in writing by mutual agreement of the Parties.

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

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

By: _____ Date: _____
Grant Colfax, M.D.
Director of Health

SAN FRANCISCO HEALTH CARE FOR THE HOMELESS CO-APPLICANT BOARD

By: _____ Date: _____
Chair, CAB