

PUBLIC HEALTH SEATTLE-KING COUNTY CO-APPLICANT AGREEMENT

This Co-Applicant Agreement ("Agreement") shall delineate the governance authority and responsibilities of Public Health Seattle-King County ("PHSKC") and the Health Care for the Homeless Governance Council ("Council"), who shall be considered as Co-Applicants and parties to this Agreement, as applied to HRSA Regulations and Authorities and pertaining to the operation of the PHSKC Health Care for the Homeless Network ("HCHN").

WHEREAS, PHSKC, an agency of King County, 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, HRSA's Health Center Program Compliance Manual 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, PHSKC, through its HCHN, administers the HRSA Scope of Project; and

WHEREAS, HRSA, as a condition of the Section 330(h) 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 King County Executive established the Council pursuant to King County Code sections 2.16.020D and E2 and 2.35A.010;

NOW THEREFORE, PUBLIC HEALTH SEATTLE-KING COUNTY AND THE HEALTH CARE FOR THE HOMELESS GOVERNANCE COUNCIL AGREE AS FOLLOWS:

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1. Establishment and Purpose.

The Council's purpose is to act as the governing board of health care operations which fall under the HRSA Scope of Project. This Co-Applicant Agreement ("Agreement") delineates the authority and responsibilities of the Council in relation to the HRSA Scope of Project. No individual entity or committee has veto power over the decisions made by the Council, and no collaboration or agreements related to fulfilling the HRSA Scope of Project will restrict or infringe upon the Council's authorities and functions outlined in the Co-Applicant Agreement.

The parties agree to carry out the activities and purposes of the HRSA Scope of Project in accordance with King County law and policy. The parties further agree to maintain the Section 330(h) 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 King County homeless residents, the target population served within the HRSA Scope of Project.

2. Reservation of Powers.

Powers not expressly granted to the Council within the terms of this Agreement are reserved to King County and PHSKC, as the case may be.

3. The Health Care for the Homeless Governance Council.

a) Membership.

The Council shall consist of twelve to eighteen (12-18) members. Appointments to fill vacancies will be made pursuant to the Council Bylaws. Of the 12 to 18 total seats on the board, the goal is 1/3 (with a minimum floor of 3 seats) to be designated for people who are current HCHN patients (as defined by HRSA as a current registered patient...[who has] accessed...services in the past 24 months at an in-scope site) or others who are currently homeless or have other pertinent lived experience with homelessness and can represent the perspective of potential patients, but who do not meet HRSA's definition of current patient board members.

Should HRSA revoke its longstanding waiver of the requirement that the majority of HCHN's governing body be comprised of patients, then at least 51% of seats on the board will be designated for current registered patients or others who are currently homeless or have other pertinent lived experience with homelessness and can represent the perspective of potential patients, but who do not meet HRSA's definition of current patient board members.

Every effort will be made to recruit consumer members to represent the consumer population in terms of factors such as ethnicity, location of residence, race, gender, age, LGBTQ, and economic status to ensure meaningful patient input is included. Non-patient health center board members must be representative of the community served by the health center. All members of the Council shall be residents of King County. The City of Seattle and each of the regions to the north, south and east of the city's border within King County shall each be represented by at least one member of the Council. No member shall have a financial interest which would constitute a conflict of interest. No more than one-half of the non-patient Council members may derive more than ten (10) percent of their annual income from the health care industry, as required by HRSA regulations. PHSKC employees and immediate family members (i.e., spouses, children, parents, or siblings through blood, adoption, or marriage) of employees may not be on the Council. The health center will verify annually that the Governance Council does not include members who are current employees of the health center or immediate family members of current health center employees.

Collectively, Council members shall possess expertise in health care, community affairs, finance, government, business, and legal affairs. One (1) member must be an executive leadership representative of a Community Health Center and appointed by the King County Community Health Center Council for a term of no more than two (2) years. Each member shall have a demonstrated commitment to people experiencing homelessness and the special health needs of that population. The HCH Program Manager shall be an ex-officio, nonvoting member of the Council.

b) Terms of Office.

Upon establishment of the Council, initial terms shall be four (4) years for seven (7) of the members, and two (2) years for the remaining members to ensure terms are staggered. The term of office for all Council members thereafter shall be four (4) years. A member shall be limited to three (3) consecutive terms of membership. Any vacancy or removal from the Council shall occur pursuant to the Bylaws.

One (1) member must be an executive leadership representative of a Community Health Center and appointed by the King County Community Health Center Council for a term of no more than two (2) years. No single CHC will serve consecutive terms.

A partial term of less than four (4) years shall not count as a term as outlined above.

c) Compensation and Expenses.

Members of the Council shall serve without compensation. However, if a council member is from a family who meets HRSA income limits (as defined in the [HRSA Health Center Program Compliance Manual](#), Chapter 20, footnote 6) or if the member is a single person who meets HRSA income limits (as defined in the [HRSA Health Center Program Compliance Manual](#), Chapter 20, footnote 6), then the member is entitled to reimbursement for: (a) reasonable expenses actually incurred by reason of their participation in Council activities (e.g., transportation to council meetings, childcare during council meetings) or (b) wages lost by reason of participation in the activities of Council members. Travel and meal expenses when traveling out on Council business shall be approved in advance by the Council.

d) Meetings.

Meetings shall be held at least monthly pursuant to HRSA requirements, the Council Bylaws, and within the jurisdictional limits of the County. All meetings of the Council, including regular and special meetings, shall be conducted in accordance with the provisions of the Washington [Open Public Meetings Act, RCW 42.30 et seq.](#) A quorum is necessary to conduct business and make recommendations. A quorum shall be constituted by the presence of a majority of the appointed members of the Council. A majority vote of the Council members present is required to take any action and each member present shall be entitled to vote.

e) Conflicts of Interest.

The Council shall be subject to the same conflict of interest rules and reporting requirements which are applicable to King County and PHSKC employees, contained in King County Code Chapter 3.04, and as otherwise required by law.

f) Bylaws.

The parties to this Agreement acknowledge the power of the Council to revise the Bylaws which govern it, within the limits established by HRSA regulations, this Co-Applicant Agreement, federal, state, and local law, and King County policy.

g) Termination of the Council.

The Council 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 Council.

h) Powers and Duties of the Governance Council.

The duties of the Council shall be limited to the HRSA Scope of Project as follows:

- i. Monitoring the financial status of the Health Center, including reviewing the results of the annual audit, and ensuring appropriate follow-up actions are taken.
- ii. Reviewing and approving the annual HRSA funding applications, including Budget Period Renewal applications and Service Area Competition applications.
- iii. Subject to the legal requirements for adoption and approval of a public agency budget, the Council shall review and approve the annual Health Center Scope of Project budget. In accordance with HRSA regulations, the parties agree that excess Program Income shall be used to further the goals of the Scope of Project.
- iv. Providing direction for long-range planning, including but not limited to identifying health center priorities and adopting a three-year plan for financial management and capital expenditures. The Council determines the format of its long-range/strategic planning.
- v. Assessing the achievement of project objectives through evaluation of health center activities, including service utilization patterns, quality of care, productivity [efficiency and effectiveness] of the center, patient satisfaction, and ensuring that a process is developed for hearing and resolving patient grievances.
- vi. Adopting health care policies related to the operations of the health center including quality-of-care audit procedures and the scope and availability of services to be provided within the HRSA Scope of Project, including decisions to sub-award or contract for a substantial portion of the services; service site location(s); and hours of operation of service sites.
- vii. Approving the selection and dismissal of, and evaluating the performance of the HCH Program Manager, subject to those limitations on Council authority over labor relations and employment described herein and in the Council Bylaws, and

- in federal, state and local law.
- viii. Adopting policy for eligibility for services including criteria for partial payment schedules.
- ix. Adopting, evaluating at least once every three years, and, as needed, approving updates to Sliding Fee Discount Program, Billing and Collections, and Quality Improvement/Assurance policies.
- x. Assuring that the health center is operated in compliance with applicable Federal, State, and local laws and regulations.

i) **Powers and Duties of King County and PHSKC.**

- a. Managing the financial status of the health center, fiscal, and personnel matters, including, but not limited to adopting and approving policies that support financial management and accounting systems and personnel policies, appropriating and authorizing funding and staffing for programs, financial management, charging and rate setting, contracting, labor relations and conditions of employment.
- b. While the Council has the ability to approve the appointment, dismissal and evaluation of the HCH Program Manager, King County and PHSKC retains authority to direct hiring, promotion, or firing decisions regarding any employee of King County or PHSKC.
- c. PHSKC and the HCHN 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 Grantee designation;
 - iii. Unless otherwise stated in this Agreement, establishment of the HRSA Scope of Project's operational, management, and patient care procedures;
 - iv. Establishing ongoing quality improvement programs;
 - v. Ensuring the effective and efficient operation of the Health Center.

4. Termination of Co-Applicant Agreement.

This Agreement may be cancelled:

- a) With or without cause by either party with sixty (60) days advance written notice to the other.
- b) Upon the non-renewal or termination of Section 330 grant.
- c) Upon the mutual approval of the Parties in writing.

5. 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 PHSKC, the HCHN, and the Council. Any dispute or impasse not resolved within a reasonable time following such discussions may be resolved by mediation by a mutually-agreed upon resource.

6. 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.

7. Amendments.

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

8. 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.

9. Agency.

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 the other party, nor shall a 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. Nothing in this Agreement shall be construed to create legal liability or indemnification on behalf of either party.

10. 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.

11. 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.

12. Conflicts With Law.

To the extent that any of the provisions of this Agreement are inconsistent with any federal or state law, or with any provision of the King County Code, the law or Code provisions shall prevail.

13. 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 the HCHN Governance Council: Eleta Wright
Council Chair

For PHSKC and King County: Patty Hayes
Director, PHSKC

[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.

PHSKC

HCHN GOVERNANCE COUNCIL

By: Patty Hayes
(Signature)

By: Eleta K. Wright, MAW
(Signature)

Name: Patty Hayes
(Printed)

Name: Eleta Wright
(Printed)

Title: Director

Title: Council Chair

Date: August 20, 2019

Date: September 4, 2019

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.