

Attachment D
Second
Addendum to Funding Agreement

SECOND ADDENDUM TO
FUNDING AGREEMENT FOR AB2034 ONE-TIME HOUSING FUNDS
BETWEEN
THE COUNTY OF SANTA BARBARA
AND
TRANSITIONS-MENTAL HEALTH ASSOCIATION

THIS IS THE SECOND ADDENDUM TO THE FUNDING AGREEMENT FOR AB2034 ONE-TIME HOUSING FUNDS (the “FUNDING AGREEMENT”) by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as “COUNTY”; and TRANSITIONS - MENTAL HEALTH ASSOCIATION, hereinafter referred to as “CONTRACTOR”, with reference to the following:

WHEREAS, CONTRACTOR and COUNTY entered into a FUNDING AGREEMENT on June 18, 2002 for the provision of a minimum total of 6 beds for use and occupancy by low income clients by CONTRACTOR in return for AB2034 funding from the County; and

WHEREAS, CONTRACTOR secured the AB2034 funding referenced in said FUNDING AGREEMENT with two properties, 1418 S. Raven Court in Santa Maria, CA (“Raven Court”) and 117 W. Tunnell St. (“Tunnell St.”) in Santa Maria, CA; and

WHEREAS, CONTRACTOR has continuously fulfilled its obligation to provide a minimum total of 6 beds for use and occupancy as set forth in the FUNDING AGREEMENT; and

WHEREAS, CONTRACTOR sold the Raven Court property and replaced that property with a like-kind property located at 613 N. Curryer, Santa Maria, CA (“Curryer St.”); and

WHEREAS, COUNTY accepted on March 19, 2019 the Curryer St. property as substitute collateral; and

WHEREAS, CONTRACTOR wishes to sell the Tunnell St. property and replace that property as collateral with a like-kind property located at 1114 S. Broadway, Santa Maria, CA (“Broadway”); and

WHEREAS, COUNTY and CONTRACTOR desire to modify the security for the AB2034 funding to release the Tunnell St. Property as collateral and replace it with the Broadway Property; and

WHEREAS, said transfer will assure continued compliance with the CONTRACTOR'S commitments under the FUNDING AGREEMENT.

NOW THEREFORE, COUNTY AND CONTRACTOR agree as follows:

1. The FUNDING AGREEMENT dated June 18, 2002 will remain in full force and effect except as changed via the FIRST ADDENDUM to the FUNDING AGREEMENT effective on March 19, 2019 and this SECOND ADDENDUM effective on May 24, 2022.
2. All references to the COUNTY Department of Alcohol, Drugs, and Mental Health Services or ADMHS in the FUNDING AGREEMENT are revised to reflect a name change to COUNTY Department of Behavioral Wellness or Behavioral Wellness.
3. The "second property" referenced in Section 1 (Project Description; Amount and Use of AB2034 Funds) of the FUNDING AGREEMENT is now identified as certain real property commonly described as 1114 S. Broadway, Santa Maria, CA. The obligations described in the FUNDING AGREEMENT as applicable to the then-unidentified second property now apply to the Broadway property.
4. The FUNDING AGREEMENT is amended to add a new Section 7a (Additional Reporting by Contractor) as follows:

- a. **Additional Reporting by Contractor.** CONTRACTOR shall maintain records and make statistical reports as required by COUNTY and Department of Health Care Services (DHCS) on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon COUNTY'S request, CONTRACTOR shall make additional reports or provide other documentation as required by COUNTY concerning CONTRACTOR'S activities as they affect the services hereunder. COUNTY will be specific as to the nature of information requested and allow thirty (30) days for CONTRACTOR to respond.

5. The FUNDING AGREEMENT is amended to add a new Section 12 (Compliance With HIPAA) and Section 13 (Confidentiality); and the existing Section 12 (THIS AGREEMENT INCLUDES) is renumbered as Section 14 as follows:

12. Compliance With HIPAA.

CONTRACTOR is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

13. Confidentiality.

- A. CONTRACTOR, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 12 (Compliance with HIPAA) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

14. THIS AGREEMENT INCLUDES:

- A. EXHIBIT A- Description of Project property and floor plan
- B. EXHIBIT B - Standard Indemnification and Insurance Provisions

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

TRANSITIONS - MENTAL HEALTH
ASSOCIATION

By: _____
Authorized Representative

Name: Jill Bolster-White

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Manager