

**SANTA BARBARA COUNTY**  
**FQHC CO-APPLICANT AGREEMENT**

**FIRST AMENDMENT**  
**Effective February 5, 2019**

**THIS IS THE FIRST AMENDMENT** (hereafter referred to as “First Amendment”) to the Federally Qualified Health Center (“FQHC”) Co-Applicant Agreement (“Agreement”) by and between the County of Santa Barbara County Board of Supervisors (“County”) and the Santa Barbara County Health Center Board (“HC Board”) (collectively referred to as “Parties”).

WHEREAS, the Co-Applicant Agreement memorializes and reiterates the nature of the relationship between the County and the HC Board. The Parties shall be considered as Co-Applicants pursuant to Section 330 of the Public Health Services Act and regulations and authorities as administered by the United States Department of Health and Human Services, Health Resources and Services Administration (“HRSA”) and regulations and authorities pertaining to the operation of FQHCs in the County of Santa Barbara, California.

WHEREAS, the Santa Barbara County Public Health Department has applied for and received designation as a FQHC, and a federal award to support the planning for and delivery of services to medically underserved populations, including those experiencing homelessness;

WHEREAS, Santa Barbara County Public Health Department (SBCPHD) has created a Community Health Center and the Health Care for the Homeless Programs (“Programs”);

WHEREAS, SBCPHD has established eight (8) Health Care Centers which, in conjunction with various community partners and at various locations, provide care to the medically underserved and homeless populations based on financial support from the Section 330 grant;

WHEREAS, as a condition of the receipt of the Section 330 grant funds, the Programs must have a governance structure that complies with HRSA requirements, including establishment of a Co-applicant Board with certain powers relating to the Programs. (County of Santa Barbara Code Article XVII.).

NOW, THEREFORE, the County and the HC Board agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The Agreement is amended as follows:

Section 1.1 is deleted and replaced in its entirety as follows:

- 1.1 The HC Board shall consist of no less than nine (9) but no more than twenty five (25) members approved by the HC Board. All members of the HC Board shall

be lawful citizens of the United States. No members shall have a financial interest which would constitute a conflict of interest.

Section 1.2 is deleted and replaced in its entirety as follows:

1.2 A majority, at least fifty-one percent (51%), of the HC Board members must be individuals who are served by the County Programs as their principal source of primary care and should have used the Programs' health services within the last two (2) years ("Consumer Members"). A legal guardian of a dependent child or adult, or a legal sponsor of an immigrant, may also be considered a Consumer Member for HC Board composition purposes. Consumer Members must live in the service area of the Programs and must be individuals who, taken collectively, reasonably represent the Programs' members, as a group, are representative of the consumer population of the Santa Barbara County FQHCs in terms of factors such as special population representation, ethnicity, location of residence, race, gender, age and economic status.

Section 1.3 is deleted and replaced in its entirety as follows:

1.3 The remaining HC Board members shall be representative of the general community served by the Programs, 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 of Santa Barbara ("Community Members"). No more than one-half of the Community Members may be individuals who derive more than ten percent (10%) of their annual income from the health care industry. "Health Care Industry" is defined as involvement in the delivery of providing preventive, remedial, and therapeutic services provided by hospitals and other institutions, nurses, doctors, dentists, medical administrators, government agencies, voluntary agencies, noninstitutional care facilities, pharmaceutical and medical equipment manufacturers, and health insurance companies.

Section 2.2(a) is deleted and replaced in its entirety as follows:

2.2(a) Executive Director: Shall be an employee of the County and shall, on behalf of the County, coordinate with the HC Board to meet the obligations under this Agreement.

Section 2.3(a)(i) is deleted and replaced in its entirety as follows:

2.3(a)(i) County may present the HC Board with qualified employees from the County that are already employed by the County at the time the Executive Director position becomes available; and or in addition,

Section 3.1(b)(ii) is deleted and replaced in its entirety as follows:

3.1(b)(ii) The Executive Director of the Programs shall be an employee of the County. Removal of the Executive Director by the HC Board pursuant to Section

2.3 of this Agreement shall not constitute a termination of employment by the County nor impede the continuation of the Executive Director's employment relationship with the County in another capacity, as may be agreed between the Executive Director and the County.

3. **Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

*(Signatures on following pages)*

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement between the County and the HC Board to be effective February 5, 2019.

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

APPROVED  
VAN DO-REYNOSO, MPH, PhD  
DIRECTOR  
PUBLIC HEALTH DEPARTMENT

By: \_\_\_\_\_  
Director

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_  
Risk Manager

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement between the County and the HC Board to be effective February 5, 2019.

COUNTY OF SANTA BARBARA HEALTH CENTER BOARD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Health Center Board