

**FIRST AMENDMENT
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #21-143**, (hereafter First Amended Agreement) is made by and between the **County of Santa Barbara** (County or Department) and **Campbellsville University** (Contractor) for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to retain the services of Contractor on behalf of the Southern Counties Regional Partnership (SCRP) pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with **Campbellsville University** on September 21, 2021 (BC 21-143) (hereafter Agreement) to serve as the administrative and fiscal intermediary for the SCR Graduate and Peer Support Specialist Stipend Programs for the provision of funding stipends for graduate clinical master and doctoral education students and Peer Support Specialists in training, for a maximum contract amount not to exceed **\$3,369,500**, inclusive of \$842,375 annually for Fiscal Years 2021-2025 effective on the date executed by County through June 30, 2025; and

WHEREAS, this First Amended Agreement adds administrative and fiscal intermediary services for the Pipeline Development Program and \$560,660 to the Agreement for a new total maximum contract amount not to exceed **\$3,930,160**, inclusive of \$842,375 for FY 21-22, \$842,375 for FY 22-23, \$1,122,705 for FY 23-24, and \$1,122,705 for FY 24-25, for the period of the date executed by County through June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Add Exhibit A-2, Statement of Work: Pipeline Development Program as follows:

**EXHIBIT A-2
STATEMENT OF WORK:
PIPELINE DEVELOPMENT PROGRAM**

- 1. PROGRAM SUMMARY.** Campbellsville University (Contractor) shall be the administrative and fiscal intermediary for the delivery of Southern Counties Regional Partnership (SCRP) Pipeline Development Program (hereafter “Pipeline Program” or “the Program”). The Program will provide funding for endeavors to develop a career pathway in mental health service, including events sponsored by counties targeting a specific student or community population.
- 2. PROGRAM GOALS.** The goals of the SCR Pipeline Program are in alignment with the Workforce Education and Trainings (WET) Plan goals and include the following:
 - A.** Expand the capacity of California’s current public mental health workforce to meet California’s diverse and dynamic needs.

B. Promote pathways to careers in the various mental health professions.

3. SERVICES.

A. Contractor shall serve as the administrative and fiscal intermediary for the Program, providing SCRP funds to individual counties for expenditures in delivering pipeline events.

B. Contractor shall process the invoices submitted by counties (as described below in 3.C) and issue the funds to designated county (or third-party) recipient within fourteen (14) working days.

C. Contractor shall require counties to submit an invoice for reimbursement along with the proposal and budget, approved by SCRP, for each Pipeline project. Contractor shall verify the invoices include the following required information before disbursing funds:

1. Name of the person and/or organization eligible to receive the funding; and
2. Any other requested documentation required by Contractor for payment.

D. Contractor will not preapprove pipeline events to be funded and shall verify that the proposal and budget (submitted by counties along with the invoice) are approved by SCRP.

4. ADDITIONAL PROGRAM TERMS.

A. Contractor shall comply with the terms and conditions of the Grant Agreement, to be provided to the Contractor, between County and the California Department of Health Care Access and Information (HCAI) (formerly known as OSHPD) (Agreement Number 20-10018), the Request for Proposals for the services, and Contractor's responses thereto.

II. Delete Exhibit B, Financial Provisions in its entirety and replace with the following:

**EXHIBIT B
FINANCIAL PROVISIONS**

(Applicable to programs described in Exhibit A-1 and A-2)

(With attached Exhibit B-1 MHS, Schedule of Rates and Contract Maximum)

- 1. AGREEMENT MAXIMUM VALUE.** For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Budget (Exhibit B-1), with a maximum contract value not to exceed **\$3,930,160** (including 15% administrative costs).
- 2. PAYMENT FOR SERVICES.** Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A(s). Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1. Invoices submitted for payment that is based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
- 3. PROPER INVOICE.** Contractor shall submit to County an invoice or certified claim on the County treasury for the services performed over the period specified. County's representative shall evaluate the quality of the services performed, and if found to be satisfactory, shall initiate payment processing.
 - A.** The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.
 - B.** Invoices shall be sent to:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbbwell.org
 - C.** For the Stipend Programs, Contractor shall submit quarterly invoices each fiscal year as follows:
 1. Quarter one: 1/4th of administrative costs.
 2. Quarter two: 1/4th of administrative costs and entire stipend cost for the year.
 3. Quarter three: 1/4th of administrative costs.
 4. Quarter four: 1/4th of administrative costs.
 - D.** For the Pipeline Program, Contractor shall submit one invoice per fiscal year as follows:
 1. Quarter one of FY 23-24: 100% of administrative costs and Pipeline program costs for FY 23-24.
 2. Quarter one of FY 24-25: 100% of administrative costs and Pipeline program costs for FY 24-25.

4. **CORRECTION OF WORK.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
5. **STUDENT INCOMPLETION OF STIPEND PROGRAM AGREEMENT.** In the event a student fails to complete their obligations outlined in the Stipend Program Agreement, then they will not be awarded the stipend, and the participating county will select another student to receive the stipend. If the participating county is unable to select another student, then, upon the termination of the contract, any unspent stipend funding will be returned to the Lead SCRIP County.

III. Delete Exhibit B-1, Schedule of Rates and Contract Maximum in its entirety and replace with the following:

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM

FY 21-22			
Type of Service	Unit Reimbursement Annually	Cost Per Unit	Total Maximum Cost Per Year****
Graduate Students Stipend Program:	123 maximum awardees annually*	\$5,548.78 average award per individual, with a maximum not to exceed \$6,000**	\$682,500
Peer Specialist Stipend Program:	100	\$500 per individual	\$50,000
Administrative Cost:	15%	\$732,500 x 15%	\$109,875
FY 21-22 Total Maximum Contract Amount Not to Exceed:			\$842,375

FY 22-23			
Type of Service	Unit Reimbursement Annually	Cost Per Unit	Total Maximum Cost Per Year****
Graduate Students Stipend Program:	123 maximum awardees annually*	\$5,548.78 average per awardee, with a maximum not to exceed \$6,000**	\$682,500
Peer Specialist Stipend Program:	100	\$500 per individual	\$50,000
Administrative Cost:	15%	\$732,500 x 15%	\$109,875
FY 22-23 Total Maximum Contract Amount Not to Exceed:			\$842,375

FY 23-24			
Type of Service	Unit Reimbursement Annually	Cost Per Unit	Total Maximum Cost Per Year***
Graduate Students Stipend Program:	122 maximum awardees annually*	\$5,594.26 average per awardee, with a maximum not to exceed \$6,000**	\$682,500
Peer Specialist Stipend Program:	100	\$500 per individual	\$50,000
Pipeline Development Program	N/A	N/A	\$243,765
Administrative Cost:	15%	\$976,265 x 15%	\$146,440
FY 23-24 Total Maximum Contract Amount Not to Exceed:			\$1,122,705

FY 24-25			
Type of Service	Unit Reimbursement Annually	Cost Per Unit	Total Maximum Cost Per Year***
Graduate Students Stipend Program:	122 maximum awardees annually*	\$5,594.26 average per awardee, with a maximum not to exceed \$6,000**	\$682,500
Peer Specialist Stipend Program:	100	\$500 per individual	\$50,000
Pipeline Development Program	N/A	N/A	\$243,765
Administrative Cost:	15%	\$976,265 x 15%	\$146,440
FY 24-25 Total Maximum Contract Amount Not to Exceed:			\$1,122,705

Overall for FY 21-25		
Item	Total Numbers	Total Overall Cost
Graduate Students:	490 x \$5,571 average award with a maximum not to exceed \$6,000	\$2,730,000
Peer Specialist:	400 x \$500	\$200,000
Pipeline Development:	\$487,530	\$487,530
Administrative:	\$109,875 x 2 years \$146,440 x 2 years	\$512,630
FY 21-22 Total Maximum Contract Amount:		\$842,375
FY 22-23 Total Maximum Contract Amount:		\$842,375
FY 23-24 Total Maximum Contract Amount:		\$1,122,705
FY 24-25 Total Maximum Contract Amount:		\$1,122,705
FY 21-25 TOTAL MAXIMUM CONTRACT AMOUNT NOT TO EXCEED:		\$3,930,160

*The numbers of awardees are approximate numbers, which are fluid and can be revised or waived by HCAI (OSHPD) with written approval in accordance with the HCAI (OSHPD) Grant Agreement with no change to the contract maximum each Fiscal Year.

**Average award of \$5,548 to awardees for FY 21-22 and FY 22-23 and \$5,594.26 for FY 23-24 and 24-25, with the amount to vary, per Exhibit A-1, 3. A. 3.

***Funding may be reallocated each year with written approval by HCAI (OSHPD), in accordance with the HCAI (OSHPD) Grant Agreement with no change the Total Maximum Contract Amount.

- IV. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amended Agreement, 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.
- V. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

(This section intentionally left blank.)

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Campbellsville University**.

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

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS
Date: _____

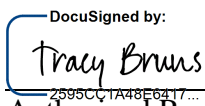
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

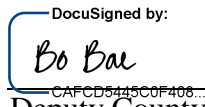
CONTRACTOR:

Campbellsville University

By:  _____
Authorized Representative
Name: Tracy Bruns
Title: controller
Date: 10/5/2023

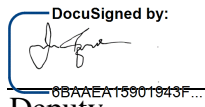
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

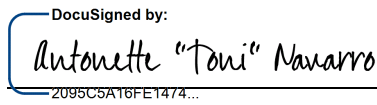
APPROVED AS TO ACCOUNTING FORM:

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