ATTACHMENT B:

CAMPBELLSVILLE UNIVERSITY FY 21-25 FIRST AMENDMENT



County of Santa Barbara BOARD OF SUPERVISORS Minute Order

October 17, 2023

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 23-00996

RE: Consider recommendations regarding a First Amendment to the Services Agreement with Campbellsville University, Fiscal Years (FYs) 2021-2025, for Administrative and Fiscal Intermediary Services for Southern California Regional Partnership (SCRP) Graduate and Peer Support Specialist Stipend and Pipeline Development Programs, as follows:

a) Approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor with Campbellsville University (BC 21-143), to add administrative and fiscal intermediary services for the SCRP Pipeline Development Program and \$560,660.00 to the Agreement for a new total maximum contract amount not to exceed \$3,930,160.00, inclusive of \$842,375.00 for FY 2021-2022, \$842,375.00 for FY 2022-2023, \$1,122,705.00 for FY 2023-2024, and \$1,122,705.00 for FY 2024-2025, for the period of the date executed by County through June 30, 2025; and

b) Determine that the above action is a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines.

A motion was made by Supervisor Hartmann, seconded by Supervisor Lavagnino, that this matter be acted on as follows:

a) Approved and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

CONTRACTOR OF CO	AGEN JRE Clerk of the 105 E. Anapa Santa Ba	F SUPERVISORS NDA LETTER Board of Supervisors amu Street, Suite 407 rbara, CA 93101 5) 568-2240	Agenda Number:		
			Department Name: Department No.: For Agenda Of: Placement: Estimated Time: Continued Item: If Yes, date from: Vote Required:	Behavioral Wellness 043 October 17, 2023 Administrative N/A No Majority	
TO:	Board of Supervi	sors		DS	
FROM:	Department Director(s) Contact Info:	Carla Cross, Manage	vioral Wellness, (805	g and Special Projects,	
SUBJECT:	SUBJECT: Campbellsville University FY 21-25 First Amendment to the Services Agreement for Administrative and Fiscal Intermediary Services for Southern California Regional Partnership (SCRP) Graduate and Peer Support Specialist Stipend and Pipeline Development Programs				
	County Counsel Concurrence As to form: Yes			troller Concurrence es	

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor with Campbellsville University (BC 21-143), to add administrative and fiscal intermediary services for the Southern California Regional Partnership 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; and
- b) Determine that the above action is a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

This item is on the agenda to request the Board of Supervisors (Board) to approve the First Amendment to the Agreement with Campbellsville University (Campbellsville) to add administrative and fiscal

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intermediary services for the Southern California Regional Partnership (SCRP) Pipeline Development Program and \$560,660 to the Agreement for a new maximum contract amount not to exceed \$3,930,160. The Pipeline Development 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.

Background:

In November 2004, the Mental Health Services Act (MHSA) passed, which levied a 1% tax on annual incomes over \$1.0 million to increase funding for mental health services. MHSA includes a requirement for each county mental health department to develop a local Workforce Education and Training Plan (WET); establish and participate in regional partnerships to promote and improve the local Public Mental Health System (PMHS) workforce, education, and training resources; and focus on projects and goals to meet the specific needs of the region. The SCRP consists of the PMHS of Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura counties, as well as the Los Angeles County Tri-City region (Claremont, La Verne, and Pomona).

In December 2014, the Board approved and authorized BWell to serve as the fiscal and administrative agent for the SCRP and execute the initial Memorandum of Understanding with the SCRP counties to implement WET. Then, BWell was nominated by the SCRP to continue as the fiscal and administrative agent for the SCRP through 2026 and be the fiscal and administrative agent for the Office of Statewide Health Planning and Development (OSHPD) grant through 2026. On January 12, 2021, the Board approved for BWell to both continue to serve as the fiscal and administrative agent for the SCRP and approved BWell, as the fiscal and administrative agent for SCRP, to accept the OSPHD Grant Agreement No. 20-10018. The OSHPD Agreement requires the implementation of one or more of the programs identified in the SCRP grant application and provides the funding for the programs.

In May 2021, BWell conducted a Request for Proposal (RFP) to select a fiscal and administrative entity to implement the WET Plan framework, focusing on two components to support individuals' strategies: Pipeline development, which the Peer Support Specialist Stipend Program falls under, and the Clinical master and doctoral level graduate education stipend programs. In July 2021, BWell announced a Notice of Intent to Award to Campbellsville University, selected through an RFP process to serve as administrator and fiscal intermediary for delivery of the Stipend Programs. Campbellsville has experience as the administrator and fiscal intermediary of the statewide stipend programs of the California State MHSA WET Plans from 2009 to 2021.

On September 21, 2021, the Board approved the Agreement for Services of Independent Contractor with Campbellsville to serve as the administrative and fiscal intermediary for the SCRP Graduate and Peer Support Specialist Stipend Programs, for a Maximum Contract Amount not to exceed \$3,369,500 for FY 2021-2025 effective on the date executed by County through June 30, 2025. Through this agreement, Campbellsville issues stipend checks to students selected to fulfill the workforce need of mental health clinicians in hard-to-hire communities and monitors those awarded a stipend to affirm that awardees fulfill their employment obligation upon graduation.

BWell now requests Board approval of the First Amendment to the Agreement, which will allow Campbellsville to serve as the administrative and fiscal intermediary for the Pipeline Development Program. The Pipeline Development 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. The additional cost to the SCRP for the Pipeline Development Program is \$560,660 over the remaining two fiscal years of the Agreement with Campbellsville. SCRP counties will submit directly to Campbellsville the invoices for reimbursement along with the proposal and budget,

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approved by SCRP, for each Pipeline project. Approval of the recommended actions will allow Campbellsville to serve as the fiscal and administrative intermediary for the SCRP Pipeline Development Program.

Performance Measure:

The goals of the SCRP Pipeline Program are in alignment with the WET Plan goals and include the following:

- 1. Expand the capacity of California's current public mental health workforce to meet California's diverse and dynamic needs.
- 2. Promote pathways to careers in the various mental health professions.

The SCRP is responsible for approving individual counties' potential Pipeline projects accompanied by a budget. Campbellsville will simply serve as the fiscal intermediary providing SCRP funds to individual counties.

Performance Outcomes:

Campbellsville has been consistent in their communication to support implementation of both the Graduate Stipend Awards Program and Peer Support Specialist Stipend program. Campbellsville submits reports and invoices for both programs in a timely manner in accordance with contract terms. 78 graduate students have been awarded to date. Disbursement of peer stipends is in process.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	F	<u>Y 21-22</u> <u>Cost:</u>	-	<u>FY 22-23</u> <u>Cost:</u>	ŀ	<u>-Y 23-24</u> <u>Cost:</u>	F	Y 24-25 <u>Cost:</u>	tal Funds Y 21-25 <u>Cost</u>
General Fund									
State - OSHPD Grant	\$	842,375	\$	842,375	\$	1,122,705	\$	1,122,705	\$ 3,930,160
State									
Federal									
Fees									
Other:									
Total	\$	842,375	\$	842,375	\$	1,122,705	\$	1,122,705	\$ 3,930,160

Narrative: The Agreement is funded by the OSHPD Agreement No. 20-10018 grant. The Maximum Contract Amount includes fifteen percent (15%) administrative costs, which is allowed in the OSHPD grant. Sufficient appropriations are budgeted in Line Item Account 7460 to cover the increased services and expenditures in Fiscal Year 2023-24. BWell will include the increased contract cost in its requested budget next fiscal year, contingent upon Board approval.

Key Contract Risks:

Funding for this contract comes from OSHPD funds. OSHPD's liability to pay Agreement funds is contingent on appropriation of funds in the Budget Act. Payments of Agreement funds are contingent on the satisfactory submission of the deliverables. OSHPD may withhold Agreement funds for subsequent years until the Scope of Work and deliverables are met. OSHPD may reduce the award of Agreement funds if 80% of the funds are not encumbered and/or spent by July 1, 2024. OSHPD may cancel or amend

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the Agreement if funds are not appropriated. To mitigate these risks the Agreement has language that allows BWell to suspend, delay, or interrupt the services under the Agreement for convenience or terminate the Agreement for cause.

Special Instructions:

Please return one (1) Minute Order and one (1) complete executed amendment to Bethany Le at <u>bethle@sbcbwell.org</u> and to the BWell Contracts Division at <u>bwellcontractsstaff@sbcbwell.org</u>.

Attachments:

Attachment A: Campbellsville University FY 21-25 First Amendment Attachment B: Campbellsville University FY 21-25 (BC 21-143)

Authored by:

Bethany Le

FIRST AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as <u>BC #21-143</u>, (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 SCRP 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 SCRP 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.

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DocuSign Envelope ID: E7FE8756-91C4-48D7-BCD6-90BBFC617F57

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@sbcbwell.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 SCRP 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 Maximu	ım 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 Maximu	m 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 Maximu	\$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	
Y 21-25 TOTAL MAXIMUM C	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:

ØAS WILLIAMS, CHAIR BOARD OF SUPERVISORS

10-17-23

Date:

CONTRACTOR:

Campbellsville University

ATTEST:

MONA MIYASATO COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

By: She	lac	lia	Gu	enc	By:
	Deputy (Clerk			
Date:		10-17	-23	3	Name:

Controller 10/5/2023

Date:

By:

Title:

APPROVED AS TO FORM:

RACHEL VAN MULLEM COUNTY COUNSEL **APPROVED AS TO ACCOUNTING FORM:** BETSY M. SCHAFFER, CPA

DocuSigned by:

AUDITOR-CONTROLLER

Deputy

DocuSigned by:	
Bo Bae	By:
Deputy County Counsel	

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR, DEPARTMENT OF BEHAVIORAL WELLNESS

By:

By:

Antonette "toni" Navarro

Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM RISK MANAGER

> ---- DocuSigned by: Greg Milligan

Risk Manager