

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

CAMPBELLVILLE UNIVERSITY

FOR MENTAL HEALTH
GRADUATE STIPEND PROGRAM

AND

PEER SUPPORT SPECIALIST STIPEND PROGRAM
FY 2021-2025

TABLE OF CONTENTS

	PAGE
I. STANDARD TERMS AND CONDITIONS.....	3
II. SIGNATURE PAGE.....	13
III. EXHIBIT A - STATEMENT OF WORK	15
<i>EXHIBIT A-1 Graduate Stipend Program and Peer Support Specialist Stipend Program.....</i>	<i>16</i>
IV. EXHIBIT B - FINANCIAL PROVISIONS.....	21
<i>EXHIBIT B Financial Provisions</i>	<i>22</i>
<i>EXHIBIT B-1 Schedule of Rates and Contract Maximum.....</i>	<i>23</i>
V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS.....	27

STANDARD TERMS
AND CONDITIONS

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR
(Specific to this Agreement)

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Campbellsville University**, a Kentucky nonprofit corporation, with its principle place of business located at 19900 Plummer St., Chatsworth, CA 91311 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

WHEREAS, the Mental Health Services Act (MHSA) requires each county mental health department to develop a local Workforce Education and Training (WET) Plan, and to participate in regional partnerships among the mental health system and the educational system to expand outreach to multicultural communities, increase the diversity of the mental health workforce, reduce the stigma associated with mental illness, and to promote the use of web-based technologies, and distance learning techniques;

WHEREAS, the County currently serves as the fiscal and administrative agent for the Southern Counties Regional Partnership (SCRCP), for Workforce Education and Training (WET) purposes under the Mental Health Services Act, which consists of the mental health departments for the counties of: Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona);

WHEREAS, the contracted services shall be performed on behalf of the participating SCRCP entities; and

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 SCRCP pursuant to the terms, covenants, and conditions herein set forth.

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the designated representative of County and will administer this Agreement for and on behalf of County. Randy Christopher, MS, LMFT, 818-386-5600 ext. 6506 is the designated representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 Fax: 805-681-5262

To Contractor: Randy Christopher, MS, LMFT
Executive Director
Phillips Graduate Institute
Campbellsville University
Los Angeles Education Center
19900 Plummer Street, Chatsworth, CA 91311
Telephone: (818) 386-5600 x. 6506
Fax: (818) 386-5699

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance effective on the date execute by the County and end performance upon completion, but no later than **6/30/2025** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT Bs attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venture, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

- B. Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION.

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records for not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7) unless a longer period of records retention has been requested by County. Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.
- B. If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with

defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

- C. Contractor agrees that County, OSHPD, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify County of any such contemplated action; and the County may within 60 days of said notification, determine whether or not the data shall be further preserved or provided to County.
- E. Contractor shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. Further, Contractor agrees to include a similar right of the requirements set forth in this section 14.A. through F. in any subcontract related to performance of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

- A. County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.
- B. County hereby notifies Contractor that during the performance of this Agreement, in accordance with Office of Statewide Health Planning and Development OSHPD Grant Agreement No. 20-10018 shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- C. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by OSHPD to implement such article.
- D. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and OSHPD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or OSHPD shall require to ascertain compliance with this clause.
- E. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- F. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

17. NONEXCLUSIVE AGREEMENT.

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT.

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
 - 1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - 2. **For Nonappropriation of Funds.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the maximum contract amount under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SUSPENSION FOR CONVENIENCE.

County's Designated Representative may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

21. SECTION HEADINGS.

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

26. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

29. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS.

This 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.

31. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

32. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

34. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

10/1/21

SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA:

By: 
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 9.21.2021

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 9.21.2021

**CONTRACTOR:
CAMPBELLSVILLE UNIVERSITY**

By: 
Authorized Representative

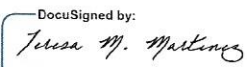
Name: Tim Judd

Title: Vice President Finance / CFO

Date: 9-9-21


APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

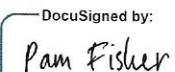
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D.,
ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A –STATEMENT OF WORK

EXHIBIT A-1 Graduate Stipend Program and Peer Support Specialist Stipend Program

EXHIBIT B - FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximum

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK:
GRADUATE STIPEND PROGRAM AND PEER SUPPORT SPECIALIST
STIPEND PROGRAM

1. **PROGRAM SUMMARY.** Campbellsville University (Contractor) shall be the administrator and fiscal intermediary for the delivery of Southern Counties Regional Partnership (SCRP) Graduate and Peer Support Specialist Stipend Programs (collectively the “Stipend Programs”) for individuals meeting the established SCRPs Stipend Programs’ criteria. The Graduate Stipend Program will provide funding for graduate clinical master and doctoral education service performed in a SCRPs Public Mental Health System (PMHS) agency, such as a county-contracted agency, or in a clinical placement of a county-operated agency. The Peer Support Specialist Stipend Program will provide stipends to those individuals participating in a training in a SCRPs PMHS agency or a county-operated agency to become a Peer Support Specialist.
2. **PROGRAM GOALS.** The goals of the SCRPs Graduate Stipend Program and the Peer Support Specialist Stipend Program are in alignment with the Workforce Education and Trainings (WET) Plan goals and include the following:
 - A. Retain current qualified, eligible employees in hard to fill/ hard to retain positions.
 - B. Expand the capacity of California’s current public mental health workforce to meet California’s diverse and dynamic needs.
 - C. Recruit students from schools offering graduate degrees in psychology, social work, marriage and family therapy, professional counselor, occupational therapy, and psychiatric mental health nurse practitioner.
 - D. Provide support on behalf of SCRPs to those individuals training to become peer counselors for peer personnel preparation.
3. **PROGRAMS.** Contractor shall provide the following programs:
 - A. **The Graduate Stipend Program.** Contractor shall award stipends to graduate clinical master and doctoral education service students selected by each individual SCRPs county, from applicants who meet the individual county’s requirements and shall consist of the following:
 1. The stipend awarded to the Graduate Student will be in exchange for the following:
 - i. Completion of a 9 to a 12-month post degree commitment, internship or traineeship, at a SCRPs PMHS, in the nominating SCRPs county; or
 - ii. Completion of the pre-degree clinical training program based on the nominating county’s requirements.
 2. Provide the following number of stipends to individual students selected by the individual SCRPs counties prior to the student’s final year of education:
 - i. 123 stipends annually for FY 21-22 and FY 22-23;
 - ii. 122 stipends annually for FY 23-24 and FY 24-25; and
 - iii. With a maximum of 490 over four years.

3. The Contractor shall provide individual awards amounts, with nominating county to each determine the amount of the award based on the following:
 - i. An average award of \$5,548.78 to awardee for FY 21-22 and FY 22-23 but with a maximum award not to exceed \$6,000;
 - ii. An average of \$5,594.26 for FY 23-24 and 24-25, but with a maximum award not to exceed \$6,000;
 - iii. Enrollment in a clinical graduate degree program;
 - iv. Participation in a clinical internship or traineeship within the SCRCP PMHS system; and
 - v. Ability to receive stipend prior to completion of degree program.
- B. The Peer Support Specialist Stipend Program.** Contractor shall award stipends to individuals training to become Peer Support Specialists to consist of the following:
 1. Provide 100 stipends annually (up to 400 over 4 years) to those individuals training to become Peer Support Specialists;
 2. Individual awards of \$500 per applicant are available, with the amount of the award to be based on:
 - i. Participation in a peer support specialist training program, or
 - ii. Participation in a peer support specialist internship approved by the nominating SCRCP county.
4. **SERVICES.** Contractor shall provide the following Stipend Programs services to include but not limited to the following:
 - A. Collaborate with Partners.** Contractor will collaborate with County, SCRCP, and the educational institutions participating in each SCRCP county to get the information about the stipend program, the criteria and orientation out to individuals and awardees.
 - B.** Contractor will collaborate with County and SCRCP, to establish:
 1. A Student Stipend Program Agreement and provide a mutually agreed upon sample of the Agreement to the County.
 - i. The agreements with the award recipients, must specify the: amount of the award; obligation to complete a 9 to 12 months an internship or traineeship requirements of the nominating SCPR County; and an outline the nominating SCRCP county requirements.
 - ii. Program eligibility requirements for each SCRCP County, may vary for each SCRCP County, and will be provided to the Contractor by the County at the time of the application cycle;
 3. A review process, and
 4. An approval processes.

- C. Communicate with Applicants/Award Recipients.** Contractor shall provide the following services, to include but not limited to:
1. Work with SCRP Counties and participating academic institutions in the recruitment, review and awarding of stipends;
 2. Direct potential applicants to California's Office of Statewide Health and Planning Development's (OSHPD) centralized online application that the SCRP member counties are using to accept applications for the Program;
 3. Create a digital flyer for distribution by the SCRP counties to explain the program eligibility requirement and the stipends available to potential applicants;
 4. Provide information about Program eligibility requirement and the stipends available to potential applicants;
 5. Communicate with applicants about outcomes of their application process;
 6. Provide information to all applicants regarding the award selection process of the Programs; and
 7. Inform the awardee if they do not full fill their obligation that they will not receive the stipend.
- D. Applicant Eligibility Screening.** Contractor shall provide the following for the Stipend Programs, to include but not limited to:
1. Utilize the OSHPD applicant list sent to Contractor to facilitate the Program application process.
 - i. OSHPD will collect the initial applications, score them, and send a list of the applicants, the scores and the information collected through the centralized application system.
 2. Screen the applications to ensure they meet eligibility requirements for the Program.
 3. Verify the applicant's enrollment in a qualifying program at an educational institution; and
 4. Verify for Graduate Students the following:
 - i. Completion of a 9 to 12-month internship or traineeship at a SCRP PMHS in SCRP counties; or
 - ii. Completion of the pre-degree clinical training program based on the nominating county's requirements.
 5. Verify for Peer Support Program the applicant's participation in the following:
 - i. A qualifying peer specialist training program; and or
 - ii. Internship approved by the nominating SCRP county.
- E. Application Scoring.** Contractor shall be responsible for:
1. Scoring the qualitative component of the application (e.g., the essay questions) to include:
 - i. Organize a review panel consisting of members of the consortium and administrators of public mental health agencies to score the essays; and
 - ii. Facilitate but not participate in the scoring of the applications.

2. Compile the initial score and the qualitative score to arrive at a final score for each application;
 3. Review and score any additional qualitative components of the application such as supplemental essay questions, if some SCRCP counties requires them; and
 4. Present applicants' final scores and eligibility rating to the County in a format that can be sorted and filtered.
- F. Award Administration.** Upon receiving, from the County, the list of applicants that have been selected by the SCRCP counties to receive a stipend award, Contractor shall do the following:
1. Inform students of the students' selection and those not selected;
 2. Schedule and conduct an orientation with selected students to review their clinical placement obligation;
 3. Conduct the signing of the Student Stipend Program Agreement;
 4. Contractor Project Administrator will sign the Student Stipend Program Agreement on behalf of the Contractor.
 5. After signing the Student Stipend Program Agreement, selected students will be considered awardees of the stipend;
 6. Notify the SCRCP counties and schools of the students who were awarded a stipend upon execution of the Student Stipend Program Agreement;
 7. For the Graduate Stipend Program only: issue the stipend checks to the awarded Graduate students at the end of their clinical placement work commitment obligation, after verifying with the institutions of the students' fulfillment of their clinical placements and prior to the posting of their degrees;
 - i. The issuance of the stipend checks will be after Contractor receives the stipend funds from the County and before the students' degree is completed.
 - ii. Contractor shall collect the IRS W-9 Form from the awarded students prior to issuing the stipend.
 8. Provide stipends on behalf of SCRCP to those individuals training to become peer support specialist with payments issued at any time during the training, to be determined by the nominating SCRCP counties' requirements; and
 9. Prepare and provide to the awardees all required IRS or California Franchise Tax Board documents.
 - i. Contractor will comply with IRS Publication 970 regarding the stipend award.
- G. Monitoring.** Contractor shall conduct:
1. Post award and post-graduate employment surveys of the stipend recipients at three and six months after graduation; and
 2. Post award, post-training employment surveys of the Peer Support Specialist stipend recipients at three and six months after completion of the Peer Support Specialist training.

H. Reporting. Contractor shall:

1. Prepare regular accounting reports of the Stipend Programs and:
 - i. Submit them to the County on a quarterly, bi-annual, or annual basis as requested by County.
2. Attend periodic SCRCP meetings to present on the status of the Programs and to collect any feedback from the SCRCP members.
3. Provide SCRCP with an annual report that will include, at a minimum:
 - i. Number of stipend applications per SCRCP county,
 - ii. Number of stipend award recipients per SCRCP county, and
 - iii. Number of stipend recipients that did not complete their academic program or stipend Agreement.

I. Survey. Contractor shall conduct a survey of the awardees on an annual basis to collect data on outcomes and effectiveness of the program.

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 OSHPD (Agreement Number 20-10018), the Request for Proposals for the services, and Contractor's responses thereto.

5. COUNTY OF SANTA BARBARA RESPONSIBILITIES:

A. The County, as SCRCP lead, shall provide the Contractor with the SCRCP list of applicants who have been selected by the participating counties to receive a stipend award.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-1)

(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 **\$3,369,500** (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 service performed over the period specified. County's representative shall evaluate the quality of the service 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@sbcbswell.org
 - C. 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.
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.

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 Uni**	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
Administrative Cost:	15%	\$732,500 x 15%	\$109,875
FY 23-24 Total Maximum Contract Amount Not to Exceed:			\$842,375

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*	\$5,550 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 23-24 Total Maximum Contract Amount:			\$842,375

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
Administrative:	\$109,875 x 4 years	\$439,500
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:		\$842,375
FY 24-25 Total Maximum Contract Amount:		\$842,375
FY 21-25 TOTAL MAXIMUM CONTRACT AMOUNT NOT TO EXCEED:		\$3,369,500

*The numbers of awardees are approximate numbers, which are fluid and can be revised or waived by OSHPD with written approval in accordance with the OSHPD Grant Agreement with no change 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 OSHPD, in accordance with the OSHPD Grant Agreement with no change the Total Maximum Contract Amount.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.