

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

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #21-143**, (hereafter Second 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, BWell was approved by the Board on January 12, 2021 to accept the OSHPD Grant Agreement No. 20-10018. The OSHPD Agreement requires the implementation of one or more of the programs identified in the SCRП grant application and provides the funding for the programs. The Office of Statewide Health Planning and Development (OSHPD) became the Department of Health Care Access and Information (HCAI) on October 4, 2021, under Assembly Bill 133. Many of the programs connected to this grant are intended to be contracted out with contractors that are specially trained, skilled and experienced in special services required by County, such as Campbellsville University;

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 (SCRП) 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 SCRП 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;

WHEREAS, on October 17, 2023, the County Board of Supervisors approved the First Amendment to the Agreement (hereafter, First Amended Agreement) to add 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; and

WHEREAS, through this Second Amended Agreement, the County and Contractor desire to extend the terms of the contract from June 30, 2025 to June 30, 2026 to align with the grant funds spending deadline, revise the terms of the Graduate Stipends to allow each county the flexibility to choose the dollar amount of stipends, remove the maximum stipend award of \$6,000 for Graduate Stipends, and revise the terms of Peer Stipends to allow the allotted amounts given to each county to be used at each county's discretion for either peer stipends or peer trainings. Flexibility to move funds between the projects is also being requested; and

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

I. Delete Section 4. (Terms) of the Agreement for Services and replace with the following:

4. TERM.

Contractor shall commence performance effective on the date execute by the County and end performance upon completion, but no later than 6/30/2026 unless otherwise directed by County or unless earlier terminated.

II. Delete Exhibit A-1, Statement of Work: Graduate Stipend Program and Peer Support Specialist Stipend Program, Section 3, (Programs), Subsection A.3 and replace it with the following:

3. The Contractor shall provide individual award amounts, with each nominating county determining 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;
 - ii. An average of \$5,594.26 for FY 23-24 and 24-25;
 - iii. Enrollment in a clinical graduate degree program;
 - iv. Participation in a clinical internship or traineeship within the SCRPMHS system; and
 - v. Ability to receive stipend prior to completion of degree program.
 - vi. Prior awardees are eligible to receive stipend award funds from FY 23-24 and FY 24-25 based on each county's discretion.
 - a. The contractor will issue an amendment to the original participation agreement to prior awardees who receive additional Graduate Stipend Program funds.

III. Delete Exhibit A-1, Statement of Work: Graduate Stipend Program and Peer Support Specialist Stipend Program, Section 3, (Programs), Subsection B, (The Peer Support Specialist Stipend Program) and replace it with the following:

- 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 or to fund participation in peer support specialist training events;
 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 SCRPMHS county, or
 - iii. Participation in a Peer Support Specialists training event.
 - iv. Each county is given the ability to decide how to disperse funds awarded for stipends, for either peer stipends or peer training.

IV. Delete Exhibit A-1, Statement of Work: Graduate Stipend Program and Peer Support Specialist Stipend Program, Section 4 (Services), Subsection F (Award Administration) and replace with the following:

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.
10. If a previous award recipient receives additional funding, the Contractor will conduct the signing of an amendment to the original Student Stipend Program Award Agreement.

V. 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 for FY 2021-2025, 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 changes.
3. **PROPER INVOICE.** Contractor shall submit to County and 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 purchase 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. For 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.
 5. Due to no additional systematic program funds for FY 25-26, there will be no additional 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, then, upon the termination of the contract, any unspent stipend funding will be returned to the Lead SCRP County.

VI. Delete Exhibit B-1, Schedule of Rates and Contract Maximum in its entirety and replace it with the following+9

**EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

FY 21-22			
Type of Service	Unit Reimbursement	Cost Per Unit	Total Maximum Cost FY 21-22 ***
Graduate Students Stipend Program:	123 maximum awardees FY 21-22*	\$5,548.78 average award per individual**	\$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	Cost Per Unit	Total Maximum Cost FY 22-23 ***
Graduate Student Stipend Program:	123 maximum awardees annually FY 22-23*	\$5,548.78 average per awardee**	\$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	Cost Per Unit	Total Maximum Cost FY 23-24 ***
Graduate Student Stipend Program:	122 maximum awardees annually FY 23-24*	\$5,594.26 average per awardee**	\$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

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUMS (continued)

FY 24-25			
Type of Service	Unit Reimbursement	Cost Per Unit	Total Maximum Cost FY 24-25 ***
Graduate Student Stipend Program:	122 maximum awardees annually FY 24-25*	\$5,594.26 average per awardee**	\$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 21-26		
Item	Total Numbers	Total Overall Cost
Graduate Students:	490 x \$5,571 average award	\$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 25-26 Total Maximum Contract Amount:		\$0
FY 21-26 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 FY 24-26, with the amount to vary, per Exhibit A-1, 3. A. 3.

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

***Contract terms have been extended for FY 25-26 to allow each participating county to fully expend grant funds. Funds may be reallocated between FY 21-25. Funds will be fixed based on identified categories for FY 25-26.

VII. Effectiveness. The terms and provisions set forth in this Second Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement and First Amended Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First Amended Agreement and this Second 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.

VIII. Execution of Counterparts. This Second 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

Second 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 Second Amended Agreement to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: 10-15-24

ATTEST:


MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 10-15-24

CONTRACTOR:

Campbellsville University

Signed by:
By: 
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Authorized Representative

Name: _____

Title: _____

Date: _____

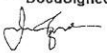
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: 
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

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By: 
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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

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By: 
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Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

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By: 
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Risk Manager