

**Attachment D – BWell UCSB
Data Transfer and Use
Agreement FY 2022-26
Amendment 1**

FIRST AMENDMENT TO THE DATA TRANSFER AND USE AGREEMENT

Between

**THE COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL
WELLNESS**

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS FIRST AMENDMENT to the Data Transfer and Use Agreement (“First Amendment”) is made by and between THE COUNTY OF SANTA BARBARA on behalf of its DEPARTMENT OF BEHAVIORAL WELLNESS, a political subdivision of the State of California, having a principal place of business at 300 N. San Antonio Road, Building 3, Santa Barbara, California 93110, hereinafter called “PROVIDER,” and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its Santa Barbara campus, hereinafter called “RECIPIENT,” pursuant to the Health Insurance and Portability and Accountability Act (“HIPAA”), as amended, and related privacy, security, breach notification, and enforcement regulations defined at 45 C.F.R. Parts 160 and 164 (“HIPAA Rules”).

WHEREAS, RECIPIENT is a non-profit organization dedicated, in part, to engaging in high quality research activities for the advancement of knowledge and benefit of the public; and

WHEREAS, on or around January 24, 2023, PROVIDER accepted the Board of State and Community Corrections (BSCC) Prop 47 Grant Agreement (No. BSCC 514-22). The set of services funded by this grant are known as the Crisis, Recovery, Engagement, Diversion & Outreach, Proposition 47 (CREDO47) Program; and

WHEREAS The group of recipients of the services funded by this grant are known as Cohort 3. As part of the grant requirements, PROVIDER was required to spend a percentage of the grant funds on an initial Local Evaluation Plan at the beginning of the grant period and a Final Local Evaluation Report at the end of the grant period, as well as quarterly reports for the duration of the grant term; and

WHEREAS, on or around January 1, 2023, PROVIDER and RECIPIENT executed an Agreement for Services of Independent Contractor, for the provision of research and evaluation services for the CREDO47 Program under BSCC Grant Agreement No. BSCC 514-22; and

WHEREAS, on or around January 1, 2023, PROVIDER and RECIPIENT (collectively, the PARTIES) entered into a Data Transfer and Use Agreement for use within the RECIPIENT’s mission of research and public service, and RECIPIENT’s Investigator has requested from PROVIDER the DATA for Research Use by the RECIPIENT’s Investigator as each term is defined below; and

WHEREAS, through this First Amendment, the PARTIES wish the RECIPIENT to perform additional analyses for the Final Evaluation that will provide expanded insights into the impact of services aimed at the grant's target population. DATA shared for these analyses will include expanded behavioral health service data, with no change to the Term end date of June 30, 2026.

NOW, THEREFORE, in consideration of the supply of the DATA from PROVIDER to RECIPIENT, the parties agree as follows:

I. Delete Appendix A, and replace it with the following:

APPENDIX A

RECIPIENT Investigator: Jill Sharkey

DATA: A limited data set of human subjects' data for individuals who have or are at-risk for contact with the criminal justice system. Data will include information about the services delivered by Proposition 47 (Prop 47)-funded programming including, but not limited to:

- Co-Response Crisis Intervention Team (CIT) 1;
- Crisis, Recovery, Engagement, Diversion, and Outreach program (CREDO47) Stabilization Center;
- Step Down Housing; and
- Pre-Arrestment.

Such information will include engagement dates and information relevant to the individual's intervention or program enrollment. Data shared will also include outcome data matched to individuals engaged in Prop 47-funded services; such outcome data may include jail booking dates and a summary of the number of treatment services, types of service, and/or minutes that the individual engaged in. Data shared will meet limited data set requirements.

Research Use: The RECIPIENT Investigator will use the DATA for the evaluation of CREDO-47, which diverts individuals with a history of mental illness and/or substance use from the criminal justice system to trauma-informed crisis stabilization and comprehensive mental health and substance use wraparound services.

The RECIPIENT shall perform additional analyses for the Final Evaluation that will provide expanded insights into the impact of services aimed at the grant's target population.

Additional research questions may expand the cohort of individuals in order to include a control group and answer questions related to the target population. These questions will be related to the impact of Field Diversion by Law Enforcement, impact of Peer Services on client treatment engagement, re-admissions to the Sobering Center, and service engagement and recidivism, and latent class analyses identifying client subpopulations.

- II. **Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the PARTIES.
- III. **Execution of Counterparts.** This First Amendment 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

First Amendment to the Data Transfer and Use Agreement between the **County Of Santa Barbara** on behalf of its DEPARTMENT OF BEHAVIORAL WELLNESS and **The Regents Of The University Of California**.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment to be effective as of the date executed by COUNTY.

PROVIDER AUTHORIZED REPRESENTATIVE


Name: Antonette Navarro, LMFT
Title: Director
The County of Santa Barbara Department of Behavioral Wellness

DocuSigned by:
 4/6/2026
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Signature Date

RECIPIENT AUTHORIZED REPRESENTATIVE

Name: Jenna Nakano
Title: MTA/NDA Officer
University of California, Santa Barbara

Signed by:
 4/6/2026
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Signature Date