

**Attachment C – BWell UCSB
Prop 47 FY 22-26 Evaluation
(BC24-075) Amendment 1**

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

THIS FIRST AMENDMENT to the Agreement for the Services of Independent Contractor (BC No. 24-075) is made by and between the County of Santa Barbara (hereafter County or Department), a political subdivision of the State of California, and **The Regents of the University of California** (hereafter Contractor), a California Constitutional corporation, on behalf of its Santa Barbara campus with an address at Office of Research, University of California, 3227 Cheadle Hall, 3rd floor, Santa Barbara, CA 93106-2050, for the continued provision of services specified herein (hereafter First Amendment).

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 pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, on or around July 9, 2024, County and Contractor (collectively, the Parties) entered into an Agreement for Services of Independent Contractor (Agreement)(BC No. 24-075) for the provision of University of California, Santa Barbara (UCSB) research and evaluation services for the Crisis, Recovery, Engagement, Diversion & Outreach, Proposition 47 (CREDO47) Program under California Board of State and Community Corrections (BSCC) Grant Agreement No. BSCC 514-22 for a maximum contract amount not to exceed \$129,377 for the period of September 1, 2022, through June 1, 2026; and

WHEREAS, the Parties wish to make certain changes to the Agreement through this First Amendment to extend the contract term for an additional month for a revised contract term of September 1, 2022 through June 30, 2026, for Contractor to perform additional analyses for the Final Evaluation Plan related to the impact of Field Diversion by Law Enforcement, Peer Services on client treatment engagement, re-admissions to the Sobering Center, and service engagement and recidivism, and latent class analyses identifying client subpopulations and, concomitantly, to increase the contract amount by \$115,000 for a revised, total maximum contract amount not to exceed **\$244,377**.

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

I. Delete Section 4, Term, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

4. TERM.

Contractor shall commence performance on **September 1, 2022** and end performance upon completion, but no later than **June 30, 2026** unless otherwise directed by County or unless earlier terminated

II. Delete Exhibit A Statement of Work the subsection A. Evaluation Methods and Training and replace it with the following:

A. Evaluation Methods and Training

- i. UCSB shall obtain Human Subjects Research Institutional Review Board (IRB) approval for all evaluation methods.
- ii. All UCSB team members shall be trained through the IRB Human Subjects Training Module

iii. County must seek pre-approval from BSCC for all program incentives. Once received, UCSB may purchase incentives up to the amount provided for in Exhibit B-1, in accordance with applicable laws, regulations, and the BSCC Proposition 47 Grant Administration Guide.

III. Add to Exhibit A Statement of Work the following subsection C under section 2, Services:

C. Additional Data Analyses

UCSB shall perform additional analyses for the Final Evaluation Plan that will inform understanding about the impact of CREDO-47 Program services and provide insights on how to better serve the individuals involved in the justice system with mental illness or substance misuse population. These analyses 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.

IV. Delete Exhibit B Financial Provisions Paragraph 1, Maximum Contract Amount, and replace it with the following:

1. **Maximum Contract Amount.** For services rendered and/or reimbursement of costs under this Agreement, Contractor shall be paid at the rate specified in Exhibit B-1 (Fee Schedule), with a maximum contract amount not to exceed **\$244,377**.

V. Delete EXHIBIT B-1 FEE SCHEDULE, and replace it with the following:

**EXHIBIT B-1
FEE SCHEDULE**

<u>Category</u>	<u>Total Maximum Contract Amount</u>
Personnel	\$194,274
Travel	\$535
Participant Incentives	\$1,000
Indirect Costs	\$48,568

TOTAL FY 22-26 MAXIMUM CONTRACT AMOUNT NOT TO EXCEED	\$244,377
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VI. 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.

VII. 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.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **The Regents of the University of California**.

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

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:


MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

The Regents of the University of California

By:  _____
Authorized Representative

Name: Kevin Loza

Title: Sponsored Projects Officer

Date: 4/7/2026

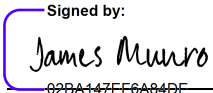
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:  _____
Director

APPROVED AS TO FORM:

MARISA KAHN
INTERIM RISK MANAGER

By:  _____
Interim Risk Manager

