

California Institute for Behavioral Health Solutions
Amendment No. 1 to California Youth Opioid Response Services Contract

This amendment (this "**Amendment**") effective as of April 1, 2022 (the "**Amendment No. 1 Effective Date**") is made to Contract Number 2520 (as such contract may have been amended or modified prior to the Amendment No. 1 Effective Date, the "**Contract**"). Between the California Institute for Behavioral Health Solutions ("**CIBHS**") and County of Santa Barbara Department of Behavioral Wellness ("**Subgrantee**"), collectively the "**Parties**". Wellness

WHEREAS the Parties have entered into and executed the above-referenced Contract; and

WHEREAS the Parties desire to amend the Contract on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions herein contained, the sufficiency and adequacy of which is hereby acknowledged by the Parties hereto, the Parties agree to amend the Contract as follows:

ARTICLE I
AMENDMENTS TO CONTRACT

Section 1.1 Amendment and Restatement of Article I, Section 1. Article I, Section 1 of the Contract shall be amended and restated in its entirety to read as follows:

I. TERM AND TERMINATION

- 1) **Term.** The term of this Agreement shall commence on the Effective Date and continue until the earlier of (a) September 29, 2022, or (b) termination of this Agreement pursuant to Section I (2) below (the "**Term**").

**ARTICLE II
OTHER PROVISIONS**

Section 2.1 No Other Amendment or Waiver. Except as expressly set forth herein, all of the terms and provisions of the Contract shall remain in full force and effect and the Parties hereto make no other amendment, alteration or modification of the Contract nor do they, nor does any of them, by executing this Amendment, waive any provision of the Contract or any right that they or it may have thereunder.

Section 2.2 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any suit or proceeding relating to this Amendment will be brought in the exclusive jurisdiction of the state or federal court in Sacramento, California. Each of the Parties consent to the exclusive personal jurisdiction and venue of such court.

Section 2.3. Defined Terms. Unless the context otherwise requires, capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

Section 2.3 Counterparts. This Amendment may be executed by each of the Parties hereto in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment in portable document format (.pdf), by DocuSign or other electronic format or by facsimile shall be as effective as delivery of a manually executed counterpart of this Amendment.

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IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed and delivered this Amendment as of the Amendment No. 1 Effective Date first set forth above.

Subgrantee:

County of Santa Barbara Department of Behavioral Wellness

Signature

Print Name

Title

Date

CIBHS:

California Institute for Behavioral Health Solutions

Signature

Percy Howard III, LCSW

Print Name

President and CEO

Title

Date

Signature Page to Amendment to California Youth Opioid Response Services Contract