

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF VENTURA AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
ON BEHALF OF ITS DAVIS CAMPUS**

This "First Amendment" to the Agreement dated September 24, 2024, for the current term of September 24, 2024 through June 30, 2028, for Early Psychosis Program Participation in California Early Psychosis Intervention Network (EPI-CAL) Services, is made and entered into by and between the **COUNTY OF VENTURA**, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and the **REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS DAVIS CAMPUS**, individually referred to as a "Party" and collectively referred to as the "Parties."

NOW, THEREFORE, the Parties hereby agree that the Agreement is amended effective June 3, 2025 as follows:

- I. The legal entity name of the CONTRACTOR is replaced throughout the Agreement to read as follows:

"Regents of the University of California, on Behalf of Its Davis Campus"

- II. Section 8 (INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION) of the Agreement is revised to read as follows:

**8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

CONTRACTOR agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, districts, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against, CONTRACTOR, COUNTY or others, judgments, debts demands and liability, including without limitations, those arising from injuries or death of persons and/or for damages to property, directly caused by its performance of this Agreement but only in proportion to and only to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CONTRACTOR, or officers, agent or employees. CONTRACTOR agrees to waive all rights of subrogation against the COUNTY for losses arising directly from the activities and/or work covered by this Agreement.

COUNTY agrees to defend, indemnify, and save harmless the CONTRACTOR, including all its board, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against, COUNTY, CONTRACTOR or others, judgments, debts demands and liability, including without limitations, those arising from injuries or death of persons and/or for damages to property, directly caused by its performance of this Agreement but only in proportion to and only to the extent such liability, loss, expense, attorneys'

fee, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the COUNTY, or officers, agents or employees. COUNTY agrees to waive all rights of subrogation against CONTRACTOR for losses arising directly from the activities and/or work covered by this Agreement.

III. Section 9 (INSURANCE) of the Agreement is revised to read as follows:

#### 9. INSURANCE

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
  - 1) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - 2) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- C) Cyber Liability coverage in the minimum amount of \$1,000,000 per Occurrence and \$2,000,000 annual aggregate.
- D) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
- E) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- F) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and VCBH.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
  - 1) Certificates of Insurance for all required coverage.

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

- H) It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.
  - I) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.
  - J) CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.
- IV. Section 14 (OWNERSHIP OF DATA) of the Agreement is revised to read as follows:
14. OWNERSHIP OF DATA
- Both Parties agree to abide by the provisions of copyright law in the performance of their obligations under this Agreement. All intellectual property of a Party that was conceived, created or developed prior to or is developed independently of any research performed pursuant to this Agreement shall remain the exclusive property of such Party. COUNTY explicitly acknowledges the CONTRACTOR's intellectual property rights related to EPI-CAL and related research.
- The Parties further agree that each and all of the "Deliverables" listed in Exhibit "B" (PAYMENT PROVISIONS), Budget will be owned by COUNTY. COUNTY shall grant to CONTRACTOR a royalty-free, worldwide, non-exclusive, non-commercial, non-transferrable, non-sublicensable, perpetual license to use, copy, distribute and reproduce those Deliverables for educational, scientific, internal research, public good and other non-commercial purposes.
- CONTRACTOR agrees to submit a copy of intended publication materials to COUNTY for review and comment at least thirty (30) days prior to submission for publication. COUNTY will have no editorial rights over publication materials but may request changes and CONTRACTOR will consider making changes.
- V. Except for the modifications described herein, all other modifications and terms and conditions of the Agreement, shall remain in effect.
  - VI. The Parties hereto agree that this First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such

signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this First Amendment through their duly authorized representatives on the dates written below.

**REGENTS OF THE UNIVERSITY OF  
CALIFORNIA ON BEHALF OF ITS  
DAVIS CAMPUS**

**COUNTY OF VENTURA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

\_\_\_\_\_  
Title

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Date

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Date

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Secretary of State Entity Number