

**Attachment A –  
CRESTWOOD BEHAVIORAL  
HEALTH, INC. FY 25-26 SERVICES  
AGREEMENT FOR TRAINING**

Board Contract # \_\_\_\_\_

**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

**FOR**

**TRAINING SERVICES**

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# **STANDARD TERMS**

# **AND CONDITIONS**

## **AGREEMENT**

### **FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Crestwood Behavioral Health, Inc.** (hereafter Contractor), a Delaware corporation, with an entity address of 520 Capitol Mall, Suite 800, Sacramento, CA, wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

**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;

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

#### **1. DESIGNATED REPRESENTATIVE.**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. James Ritchie, Ph.D., CMPSS at phone number (209) 313-4511 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

#### **2. NOTICES.**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:                      Director  
County of Santa Barbara  
Department of Behavioral Wellness  
300 N. San Antonio Road  
Santa Barbara, CA 93110  
Fax: 805-681-5262

To Contractor:                      James Ritchie, Ph .D., CMPSS  
Director of Operations  
Recovery Resilience Solutions  
Crestwood Behavioral Health, Inc.  
520 Capitol Mall  
Sacramento, CA 95814  
Fax: 916-471-2212

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this

section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES.**

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

### **4. TERM.**

Contractor shall commence performance on **07/01/2025** and end performance upon completion, but no later than **6/30/2026** unless otherwise directed by County or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR.**

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

### **6. INDEPENDENT CONTRACTOR.**

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

### **7. STANDARD OF PERFORMANCE.**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

## **8. DEBARMENT AND SUSPENSION.**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or county government contracts including, but not limited to, exclusion from participation in any federal health care program under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred, suspended, excluded, or ineligible.

## **9. TAXES.**

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST.**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

- A. County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.
- B. Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish,

disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT.**

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

## **13. COUNTY PROPERTY AND INFORMATION.**

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

## **14. RECORDS, AUDIT, AND REVIEW.**

Contractor must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of Contractor's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. County will have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County. If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon



notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

#### **15. INDEMNIFICATION AND INSURANCE.**

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION.**

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT.**

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

#### **18. NON-ASSIGNMENT.**

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION.**

- A. By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
  - 1. For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  - 2. For Nonappropriation of Funds.** The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding.
    - i.** If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of

County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

**B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

**C. Upon Expiration/Termination.** Upon expiration or earlier termination of this Agreement, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing

is cumulative and shall not affect any right or remedy which County may have in law or equity.

**20. SUSPENSION FOR CONVENIENCE.**

The Director of the Department of Behavioral Wellness or designee may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County will pay the per diem rate during the suspension period and the suspension shall not constitute a breach of the Agreement.

**21. SECTION HEADINGS.**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**22. SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**23. REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**24. TIME IS OF THE ESSENCE.**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. NO WAIVER OF DEFAULT.**

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

**26. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this Agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any

amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

## **27. SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **28. COMPLIANCE WITH LAW.**

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County; including all applicable laws, regulations, and guidelines of the Mental Health Services Act (MHSA).

## **29. CALIFORNIA LAW AND JURISDICTION.**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **30. EXECUTION OF COUNTERPARTS.**

This 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.

## **31. AUTHORITY.**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

## **32. SURVIVAL.**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**33. PRECEDENCE.**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

## SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Crestwood Behavioral Health, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of July 1, 2025

### COUNTY OF SANTA BARBARA:

By:

  
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS

Date:

6-10-25

### ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:

  
Deputy Clerk

Date:

6-10-25

### CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH, INC.

Signed by:

  
Elena Mashkevich

C2FC4433A5064D2

Authorized Representative

By:

Name:

Elena Mashkevich

Title:

Executive Director of Contracts

Date:

5/29/2025

### APPROVED AS TO FORM:

RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:

By:

  
Bo Bar

48A232DEFFD3466...

Deputy County Counsel

### APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA  
AUDITOR-CONTROLLER

DocuSigned by:



By:

6BAAEA15901943F...

Deputy

### RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

Signed by:

By:



FDBB4DE8FCB14E7...

Director

for

### APPROVED AS TO FORM:

GREG MILLIGAN, ARM  
RISK MANAGER

Signed by:

  
Greg Milligan

05F558F00269466...

Risk Manager

By:

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – STATEMENT OF WORK**

EXHIBIT A-1 Crestwood Recovery and Resilience Solutions (CRRS) Training Services

**EXHIBIT B – FINANCIAL PROVISIONS**

EXHIBIT B Payment Arrangements

EXHIBIT B-1 Schedule of Rates

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

# **EXHIBIT A**

## **STATEMENT OF WORK**



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**EXHIBIT A**  
**STATEMENT OF WORK**  
**Crestwood Recovery and Resilience Solutions (CRRS)**  
**Training Services**

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1. **SCOPE.** Contractor will provide a competency-based learning experience for individuals who supervise and/or are members of Santa Barbara County Behavioral Wellness.
2. **SERVICES.** Contractor will provide the training and other services, funded with Workforce Education and Training (WET) Mental Health Service Act funding, as outlined in the Crestwood Recovery and Resilience Solutions (CRRS) proposal dated April 11, 2025 and attached as Exhibit A-1.
3. **TIME FRAME.**  
Contractor shall complete the trainings described in Exhibit A-1 by no later than June 30, 2026.

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# EXHIBIT A-1

## Crestwood Recovery and Resilience Solutions (CRRS) Training Services

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Crestwood Behavioral Health, Inc.

### PROPOSAL FOR:



COUNTY of SANTA BARBARA  
BEHAVIORAL WELLNESS

Proposal Prepared By:

Crestwood Recovery and Resilience Solutions (CRRS)

Crestwood Behavioral Health, Inc.

April 11, 2025



## Crestwood Behavioral Health, Inc.

### Proposal Objective:

The objective of this proposal is to provide a competency-based learning experience for individuals that supervise and/or are members of Santa Barbara County Behavioral Wellness.

### Crestwood Behavioral Health, Inc.:

#### Crestwood Recovery and Resilience Solutions (CRRS)

##### Vision:

*We envision a world where all people are inspired and empowered to reach optimal recovery, resilience and wellness outcomes.*

##### Mission:

*To deliver recovery, resilience and wellness solutions to the people we serve, organizations and communities through learning and consultation services that help people have a better life.*

Our work is geared to partnering with individuals searching for their path forward, with staff we employ, with individuals in our partnerships in recovery-based organizations, and members in all of our communities, so that we may provide learning opportunities, fun and meaningful competency- and skills-based educational experiences, dynamic and supportive engagement throughout our engagements with partners, and optimal outcomes for recovery and resilience – all of which lead to successful peer professional employment, overall staff retention, and enhanced service delivery teamwork.

### CRRS Approach to Creating an Effective Learning Experience.

Our approach for the design and delivery of all training is based upon integration of adult learning principles and adult retention rates. To optimize participants' mastery of skills and competencies. This innovative instructional design is best described as a dynamic learning laboratory. The learners take center stage throughout the learning experience, applying all skills in a collaborative environment. The trainer assumes a facilitator and conductor role to organize the learning flow while engaging and coaching participants for high performance learning outcomes. The instructional content and delivery accommodates all sensory learning styles of visual, aural, kinesthetic, read/write and multi-modal. Adult learning elements included in the design and delivery are as follows:

- Assigned learning partners for cooperative learning benefit.
- Team based learning exercises to optimize learning outcomes and develop collaborative skills.
- Learning centered workbook that is skill centered and competency based, not academically oriented.
- Dynamic role-play exercises.
- Edu-dramas and skill-based skits.
- Colorful, animated PPTs with video and musical components to enhance learning.
- Energizing review games to boost skill retention.
- Competency exams.



## Crestwood Behavioral Health, Inc.

In this learning laboratory, participants are informed from the very beginning that they will be practicing all skills with each other during the entire classroom experience. Thus, all events within the classroom provide ample learning opportunities. Additionally, the facilitator will role model peer support principles and practices in the way he/she interacts with participants and delivers the learning.

The following training curricula may or may not be selected by your organization, based on the availability of funding or training priorities, as determined by your agency leadership. The list is comprehensive of the training curricula being offered, with no expectation that all of the training or each of the individual trainings will be calendared.

### LEADERSHIP SUPPORT:

#### **Course - Recovery Practices for Leaders - Peer Supervision (11.5 CEs)**

**Course Overview:** This fun, dynamic, and experiential course provides leaders with 11.5 CEs (through NASW and BRN) to support the principles and practices for creating and sustaining a recovery and resilient-oriented service environment. Participants will gain hands-on experience on how to use several recovery and resilient leadership tools and strategies for leading and coaching peer support specialists as well every other professional staff member on their entire team through modeling and supporting robust Recovery practices. The workshop also provides leaders with an opportunity for a reflective personal and confidential staff inventory of their leadership style. The course prepares each leader to develop a professional vision statement, a Professional Resilient Employee Plan (PREP) and a Resilient Action Plan to implement recovery and resilient principles into their teams and resilient leadership practice. This course aligns with the foundational practices, skills, and professional expectations of Crestwood Recovery Resilient Solutions' *Peer Support Learning for the 21<sup>st</sup> Century*- a Medi-Cal Approved Peer Support Specialist Certification Training.

#### **Recovery Practices for Leaders – Peer Supervision Learning Objectives:**

<i>Recovery Practices for Leaders - Peer Supervision</i>
<b>Learning Objectives</b>
Demonstrate application of 5 Recovery Paths in Supervision
Demonstrate application of 5 Resilience Steps in Supervision
Demonstrate fluency in Recovery Language
Identify specific Strategies to Lead a Recovery Team including Peer Support Specialist staff
Review Your Confidential Staff Inventory (360) of Your Supervisory Practices
Demonstrate competency in using the Resilience Conversation
Demonstrate competency in using the Resilience Performance Wheel
Draft a Professional Vision Statement as a Recovery Leader



## Crestwood Behavioral Health, Inc.

<i>Recovery Practices for Leaders - Peer Supervision</i>
<b>Learning Objectives</b>
Develop a Profession Resilient Employee Plan

### Recovery Practices for Leaders – Peer Supervision Learning Table of Contents:

<i>Recovery Practices for Leaders - Peer Supervision</i>
<b>Table of Contents</b>
<b>DAY ONE</b>
Overview
Learning Objectives
Recovery is Real
D List and A List
Recovery Path of Hope
Guidelines for Recovery Language
Recovery Language Exercise
Recovery Path of Personal Power
Recovery Path of Recovery Relationships
Resentment versus Gratitude
Recovery Path of Recovery Culture
Non-Recovery Culture versus Recovery Culture
Map of Consciousness
OZ Principle of Accountability
Recovery Path of Meaning and Purpose
Organizational Recovery Temperature Survey
Jobs for Peer Support Specialists
Peer Support Specialists' List of Do's and Avoids
Peer Support Specialists' DNA
Shifting the Power in Conversations Grid
Person-Centered Planning
Solution Planner
Discharge Recovery Plan
Drafting a Professional Vision Statement



## Crestwood Behavioral Health, Inc.

<i>Recovery Practices for Leaders - Peer Supervision</i>
<b>Table of Contents</b>
<b>DAY TWO</b>
Definition of Resilience and 5 Resilience Paths
Self-Directed Resilience Plan
Five Characteristics of a Resilient Leader
Resilient Leadership Skills Survey
Managing versus Resilient Leading
21 Ways to Inspire Change and Innovation
Six Reasons to Have Team Meetings
Seven Steps for Giving Resilient Feedback
Six Steps for Receiving Resilient Feedback
Resilience Conversation
Professional Resilience Employee Plan
Resilience Action Plan





## Crestwood Behavioral Health, Inc.

### SUPPORT FOR CMPSS

#### **Course - Recovery Practices for Ethics and Law for Peer Support (6 CEs)**

**Course Overview:** This engaging six-hour dynamic, skill-based, and wholly interactive course will provide participants with an understanding of how the recovery movement and principles became the foundation for peer support ethical codes as well as many laws regulating behavior healthcare and psychiatric treatment. Participants will apply ethical decision making in various peer support service scenarios, including identifying responsibilities related to mandating reporting, LPS Act, California Child Abuse and Neglect Reporting Act Elder Abuse and Adult Civil Protection Act, HIPAA, Hi Tech Act, as well as the laws related to Fraud, Waste, and Abuse

Recovery Practices for Ethics and Law for Peer Support
Learning Objectives
Describe the transformative impact of the Consumer Movement on the mental health system and legal system in the 1960's & 1970's.
List the impact of the 12 Principles of the Psychosocial Rehabilitation (PSR) on the recovery movement.
Identify how the Consumer Movement and PSR influenced the principles and practice of peer support service
List Peer Support Specialists' (PSS) 10 DNA elements
Describe how each of the 10 PSS DNA elements inform the PSS Code of Ethics,
Determine ethical decision making in various peer support scenarios.
List the 7 Intentions of the Lanterman-Petris-Short (LPS) Act and Conservatorship.
Describe the purpose of the Health Insurance Portability and Accountability Act (HIPAA)
List and describe the five rules of HIPAA and relevance to peer support work.
Describe Mandated Reporting and the responsibility of Peer Support Specialists.
Describe California Child Abuse and Neglect Reporting Act Elder Abuse (CANRA) and the responsibility of Peer Support Specialists.
Describe Elder Abuse and Dependent Adult Civil Protection ACT along with mandated reporting responsibilities of Peer Support Specialists.
Describe basic elements of Fraud, Waste and Abuse (FWA) laws
Determine mandated reporting responsibilities related to violations of rights, laws and ethics in various peer support service scenarios.



**Crestwood Behavioral Health, Inc.**

Draft a Recovery Principled Action Plan





## Crestwood Behavioral Health, Inc.

### Course - Recovery Practices for Organizations (6 CE's)

**Course Overview:** is 2-day workshop for organizational leaders and supervisors. This curriculum synthesizes recovery skills and practices through the lens of leadership practices. It includes supportive leadership and accountability tools specifically tailored to the meet the needs of organizational leadership to collaborate on, set, manage, and coach staff to recovery culture expectations in the workspace. The outcomes will be replication and modeling if the skills and practices of recovery and resilience culture, which in turn will enhance team performance and morale, and improve the recovery outcomes for the individuals receiving services.

Topic	Activity
Welcome	Welcome, Intros. & Resilient Opener
Aha of Recovery	Chris shares his recovery story
Recovery Is Real	Reading, Discussion and Video
From D List to A List	Build the Lists Exercise
"Shape Up"	A fun "Diagnostic" Team Exercise
Five Recovery Paths	Class Discussion
Recovery Path - Hope	Video & Holding the Hope Team Exercise
Recovery Path - Hope	Video & Recovery Language Team Exercise
Recovery Path - Personal Power	Video & Character Strengths Exercise
Shifting the Power in Conversation	Class Discussion, Video, and Learning Partners' Role Play
Power Vs Force	Team Exercise on Power Vs Force
Recovery Path – Recovery Relationships	Class Discussion and Team Exercise
Gratitude Versus Resentment	Class Reflection
Recovery Path – Recovery Culture	Team Exercise – Characteristics of the Resilient Team
Five Functions of a Great Team	Class Reflection
Six Reasons on the Importance of Team Meetings for Sustaining a Recovery & Resilient Culture	Class Reflection
Our Recovery Culture	OZ Principle Exercise & Class Discussion
Recovery Culture and OZ	Map of Consciousness and the OZ Principle
Recovery Path- Meaning and Purpose	Class Discussion – Video & Reflective Exercise
Peer Support for a Recovery Oriented System	Class Discussion
Professional Vision Statement	Draft Vision Statement and Share

### Course - Supporting Family Resilience- A CMPSS Specialization Training: Parent, Caregiver, Family Member Peers (32 CE's)

**Course Overview:** The "Supporting Family Resilience" course is a dynamic and engaging, skill-based, and highly interactive workshop for individuals providing specialized peer-to-peer family member and caregiver support services. Peer Support providers working in more generalized settings who would like to develop and enhance their professional skill sets will also find this experiential course to significantly add value to their practice. This 40-hour learning experience will prepare and equip participants with the latest generation of knowledge, skills, and tools for providing, promoting, and empowering family resilience. The dynamic course features lively class discussions, fun team exercises, videos, animated PowerPoints, music, role-play practice, and so much more. Participants can take this specialized CalMHA approved Parent, Caregiver, and Family Member Peer Support Specialization Training workshop either onsite or online.



**Crestwood Behavioral Health, Inc.**

<b>Table of Contents</b>
<b>Preface: Facing Our Giants</b>
<b>Chapter One: Laying the Road for Family Support Service</b>
Who's Serving; Who's Being Served; Who Do those Being Served Serve?
Servant Leadership for the Servers
All Roads Lead to Discovery and Recovery
Erickson's Stages of Growth and Development
Parenting and Family Support that Promotes Growth through the Stages
SAMHSA's Ten Guiding Principles of Recovery
Five Paths to Discovery and Recovery
Stigma Blocks Recovery and Discovery
Getting Fluent in Discovery and Recovery Language
A Roadside Role Reflection
<b>Chapter Two: Power Station Central - Resilience</b>
Define resilience.
Describe the five resilience steps for character strengthening.
Assessing My Professional Resilience Strengths and Opportunities
Shifting the Power
Humility is the Utility & Mapping Out Power VS Force
Shifting the Power with the Peer Support Interaction
A Resilient Role Reflection
<b>Chapter Three: Professional Practices in Family Support Services</b>
Cultural Humility & A Recovery Culture
Scope of Work
Ethics
Personal and Professional Boundaries
Policy and Laws
Facilitating Groups as a Professional Practice
A Professional Role Reflection
<b>Chapter Four: Building Bounce Back Families</b>
Family Resilience Building
Family Systems Theory & Identifying Barriers
Family Resilience Building & Tools
Family Resilience Action Plan
A Bounce Back Role Reflection
<b>Chapter Five: Head and Heart for Holistic Wellness</b>
Heading into the Heart of the Matter for Children & Stages of Change
Trauma Informed Care & Crisis and Safety Planning
Heads Up for Heart Matters: Burnout, Compassion, & Fatigue
Stages of Grief and Ways to Support
Eight Dimensions of Wellness (Self Care for the Server and the Served)



## Crestwood Behavioral Health, Inc.

A Roadside Role Reflection on Heart Matters
<b>Chapter Six: Our Navigation Vocation</b>
Navigation without Participation?
Mapping Points for System Navigation
Solution Planning & Developing a Recharge Plan for System Navigation
A Navigator's Roadside Role Reflection
<b>Chapter Seven: Transformational Advocacy</b>
Change & Transformation
Overview of the Family & Peer Movement and the Advocacy Process
Resilience Story; Transformational Advocacy: The J-Curve & The OZ Principle
System Partner Relationship Building
Giving and Receiving Resilient Feedback
The Resilience Conversation
A Transformational Advocate's Role Reflection
Professional Vision Statement

### **Course- *Recovery, Resilience, and Reintegration*- a CMPSS Specialization Training for Justice Involved Peers (32 CEs)**

Recovery, Resilience & Reintegration is a CalMHSA Certified Medi-Cal Peer Support Specialist (CMPSS) approved Specialization training for Justice Involved Peers. This dynamic 40-hour, skill-based, and wholly interactive course will provide participants with an understanding of how to provide person-centered support to individuals with justice involvement experiences. Participants will apply advanced skills in various peer support service scenarios, understand how to work with and within the justice system, identify the best support for individuals at each step in the Sequential Intercept Model (SIM), explore guidelines for individual, professional, and system advocacy, apply ethical standards when providing support, understand the importance of individualized support using the Risk-Needs Responsibility Model, and practice a trauma-informed approach.

<b>Learning Objectives</b>
Practice and demonstrate peer support competencies to provide support to people with justice involvement experiences.
Demonstrate skills and practices for being a credible role model of recovery
Explain recovery and resilience from a justice-involved perspective
Practice empowering interactions and person-first language
Apply the skills required to build relationship and mutuality.
Describe the judicial system and how to navigate the flow of people as they move through the justice system.
Explain the function of the Sequential Intercept Model (SIM)
Examine the role of Peer Support within each Intercept
Describe mental health considerations from legal and non-legal purviews
Explain the purpose of various Collaborative Court structures





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Discuss policing and court systems on Native American lands
Identify and categorize resources available individuals with justice involvement experiences.
Use individual, professional, and systems advocacy within the justice system.
Explain the purpose of role modeling advocacy
List major individual rights and responsibilities
Practice, promote, and teach self-advocacy skills
Identify progress made and reforms needed in the justice system
Apply cultural humility to support marginalized groups in the justice system.
Practice cultural humility through empathic listening and perspective-taking
Describe the effects of discrimination, structural racism, and stigma in the justice system
Demonstrate peer support with marginalized groups
Recognize the value of culture matching
Describe key features of individualized trauma-informed support for people with justice involvement experiences.
Describe the relationship between childhood trauma, mental health and substance use conditions, and justice-involvement
Describe how peer support can support people with criminogenic needs
Explain the Risk-Needs- Response Model
Discover ways peer support can use resilience to heal from trauma
List ways to reduce secondary trauma
Explain the relationship between substance use, mental health, and justice-involvement
List the major concerns regarding substance use and reentry
Explain how a person might use recovery capital in their recovery
Describe ways to reduce stigma and shame associated with substance use
Demonstrate how to support someone who may be in the pre-contemplative stage and after return to use
List the models used to describe substance use conditions, harm reduction, and treatment
Reframe common questions about people's motivation to recover
Explore the foundation of peer support ethics with the 12 Principles of the Psychosocial Rehabilitation (PSR)
Describe the impact of employment on mutuality
Understand the difference between compassion fatigue and burnout
Describe ways to prevent compassion fatigue and burnout through empowerment
Demonstrate how to use at least three Wellness at Work tools
Explain the two types of role shifting and whiplash
Develop a written plan for personal self-care practices



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### Course- Recovery Responders: Providing Peer Support in Crisis Services (32 CEs)

This 40-hour dynamic, highly interactive, and skill-based learning experience will provide participants who work or desire to work in a recovery-oriented facility-based crisis center, a psychiatric hospital setting, or on a mobile crisis team. The targeted audience for the course are peer support specialists and clinicians who work in a crisis setting or as a crisis mobile team. For peer support specialists it provides how to do peer support in a crisis context and for clinicians, it helps them understand the value that their peer support colleagues bring to the team. For all participants, the course provides a recovery perspective and skills that are trauma informed, person-centered, resilience building, and strengths-based. It explores and describes recovery responses when working with people experiencing suicidal thoughts and feelings, having co-occurring conditions and various types of diagnostic experiences as well as other types of intense emotional situations and experiences. Participants will also gain first-hand understanding of how to use 18 peer support tools for working with people in a crisis (recovery response) setting.

<b>Learning Objectives:</b>
Define recovery.
List the five recovery paths.
List and describe the <i>Entry Ways</i> to a Crisis.
Describe the process of secondary trauma and ways of taking care of ourselves.
Identify signs of distress including thoughts and intentions of suicide.
Describe the suicide "peervention" approach.
Facilitate a segment of providing recovery services for people who are having thoughts and feelings about suicide.
Discuss and demonstrate prevention, de-escalation, and crisis resolution strategies.
Describe and demonstrate engagement strategies.
Review a resource navigation tool and process for community living.
Discuss person-centered, trauma informed, person, centered care
Participate in recovery response role-play practice for specific types of situations
Describe Discuss co-occurring disorders and recovery and options.
Discuss conflict resolution strategies.
Demonstrate 8 steps for reconciliation.
Discuss solution planning approaches.
Understand how to meet people where they are "at" in an active crisis.
Demonstrate how to share a resilience story.
Understanding mental health challenges /diagnostic experiences and how peer support can help
Understand co-occurring disorders and how peer support can help.
Discuss stages of change and harm reduction.
Discuss the recovery response to an Opioid drug overdose.
Discuss cultural humility in crisis services.
Describe Intersectionality and its impact on recovery response services.
Describe components of crisis post crisis and recovery planning.
List and give examples of the four stages of recovery capital.
Describe strategies to build resilience and perseverance with recovery response tools.



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Describe how to support navigation of system and community resources.
List the common responses to trauma.
Describe how to provide peer support for persons involved with the mental health court.
List the immediate and long-term impacts of trauma.
Discuss ways to prevent burnout and compassion fatigue.
Develop a plan for workplace wellness.
Describe the do's and don't's of peer support specialist.
Describe the 18 tools for peer support work in crisis (recovery response) services .



## Crestwood Behavioral Health, Inc.

### Cost Proposal

Course/Service:	Location:	Length of Course:	Number of Participants:	Target Audience	Continuing Education (CEs) through NASW and BRN	Cost:
Recovery Practices for Leaders – Peer Supervision	Onsite	2-days	Up to 30	Leadership/ Supervisory staff	11.5	\$3,972.00
Recovery Practices for Organizations	Online or Onsite	8 Hours (two 4-hour sessions, if online)	16 (online) Up to 30 (onsite)	Non-supervisory staff (not PSS)	6	\$2,922.00
Recovery Practices in Ethic and Law for Peer Support	Online	6 hours (two 3-hour sessions, or three 2-hour sessions)	Up to 14	Peer Support Specialists— CMPSS	6	\$2,810.00
CMPSS Specialization for Parent, Caregiver, Family Member Peers	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists— CMPSS	32	\$500/person
CMPSS Specialization for Justice Involved Peers	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists— CMPSS	32	\$500/person
Recovery Responders (not a CMPSS specialization training)	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists— CMPSS	32	\$500/person



## Crestwood Behavioral Health, Inc.

### Anticipated Time Frame for Delivery of Trainings:

To be completed by June 30, 2026

\*Details and any changes to location and specific dates/times will be coordinated between Crestwood Recovery and Resilience Solutions (CRRS) and Santa Barbara County, Behavioral Wellness

### For more information, please contact:

James Ritchie, Ph.D., CMPSS  
Director of Operations  
Recovery Resilience Solutions  
Crestwood Behavioral Health, Inc.

[James.ritchie@cbhi.net](mailto:James.ritchie@cbhi.net)  
209.313.4511



# **EXHIBIT B**

# **FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**

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1. **Maximum Contract Amount.** For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum contract amount, including cost reimbursements, not to exceed **\$10,000**.
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) as determined by County. Payment for services and/or reimbursement of costs shall be based upon the rates in EXHIBIT B-1. Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. **Proper Invoice.** Contractor shall submit, within thirty (30) days of the date of a training, to County's Fiscal Representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service 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 purchases with receipts, and the rate and authorization form, if applicable.
  - B. County's Fiscal Representative:

Santa Barbara County  
Department of Behavioral Wellness  
Attn: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110  
[ap@sbcbbwell.org](mailto:ap@sbcbbwell.org)
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.

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**EXHIBIT B-1**  
**SCHEDULE OF RATES**

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<u>SERVICE</u>	<u>DELIVERY</u>	<u>LENGTH</u>	<u>PARTICIPANTS</u>	<u>AUDIENCE</u>	<u>PRICE</u>
Recovery Practices for Leaders - Peer Supervision	Onsite*	2-days	Up to 30	Leadership/ Supervisory staff	\$3,972
Recovery Practices for Organizations	Online or Onsite*	8 Hours (two 4- hour sessions, if online)	16 (online) Up to 30 (onsite)	Non - supervisory staff (not PSS)	\$2,922
Recovery Practices in Ethics and Law for Peer Support	Online	6 hours (two 3-hour sessions, or three 2-hour sessions)	Up to 14	Peer Support Specialists- CMPSS	\$2,810
CMPSS Specialization for Parent, Caregiver, Family Member Peers	Online	40 Hours (10 days of 4- hour sessions)	Up to 16	Peer Support specialists - CMPSS	\$500/person
CMPSS Specialization for Justice-Involved Peers	Online	40 Hours (10 days of 4- hour sessions)	Up to 16	Peer Support Specialists- CMPSS	\$500/person
Recovery Responders (not a CMPSS specialization training)	Online	40 Hours (10 days of 4-hour sessions)	Up to 16	Peer Support Specialists- CMPSS	\$500/person
<b>FY 25-26 Total TRAINING Contract Maximum value not to exceed \$10,000</b>					

\*Inclusive of all travel, lodging, meal expenses, and course materials.

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

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## EXHIBIT C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

(For Professional Contracts version 2022 03 02)

Specific to this Agreement only.

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#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation does not apply to COUNTY'S negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance  
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers as additional insured. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors; provided, however that CONTRACTOR's subcontractor medical providers shall be required to carry professional liability coverage of \$1million per occurrence, \$3 million aggregate.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.