

**Agreement for
Life and Accidental Death and Dismemberment (AD&D) Administration Services**

This agreement (“Agreement”), dated as of June 1, 2026 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), and Hartford Life and Accidental Insurance Company (hereinafter “The Hartford”).

RECITALS

WHEREAS, The Hartford represents that it is duly qualified and experienced in preparation of Life and AD&D administration; and

WHEREAS, in the judgment of the County of Sonoma Human Resources Director, as a result of a Request for Proposal process in 2025, it is necessary and desirable to employ the services of The Hartford for Life and AD&D administration, beginning June 1, 2026.

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

AGREEMENT

1. Scope of Services.

- 1.1. The Hartford’s Specified Services. The Hartford shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in **Exhibit A** and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and **Exhibit A**, the provisions in the body of this Agreement shall control.
- 1.2. Cooperation With County. The Hartford shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard. The Hartford shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in The Hartford's profession. County has relied upon the professional ability and training of The Hartford as a material inducement to enter into this Agreement. The Hartford hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of The Hartford's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require The Hartford to meet with County to review the quality of the work and resolve matters of concern; (b) require The Hartford to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

1.4.a. The Hartford shall assign only competent personnel to perform work hereunder. In the event that at any time County, desires the removal of any person or persons assigned by The Hartford to perform work hereunder, County and The Hartford shall meet and discuss a request from the County for removal of person or persons immediately upon receiving written notice from County.

1.4.b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would

not have entered into this Agreement. The Hartford shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.4.c. In the event that any of The Hartford's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of The Hartford's control, The Hartford shall be responsible for timely provision of adequately qualified replacements. The Hartford will make every effort to notify and consult with the County at least 14 days prior to any change in the Account Management team. New team members will undergo training and become well-versed in the County's plan and administration. Any changes will be communicated to the County by phone and in writing. The Hartford retains ultimate responsibility for its personnel decisions.

2. **Payment**. For all services and incidental costs required hereunder, The Hartford shall be paid on premiums in accordance with the Fee Schedule set forth in **Exhibit B**. Expenses not expressly authorized by the Agreement shall not be reimbursed. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.
3. **Term of Agreement**. The term of this Agreement shall be from June 1, 2026, to May 31, 2031, unless terminated earlier in accordance with the provisions of Article 4 below.
4. **Termination**.
 - 4.1. **Termination Without Cause**. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice

to The Hartford. However, the Policy, once in effect, will terminate according to its own termination provisions.

- 4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should The Hartford fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving The Hartford written notice of such termination, stating the reason for termination. However, the Policy, once in effect, will terminate according to its own termination provisions.
- 4.3. Delivery of Work Product and Final Payment Upon Termination. The Hartford will own all records and customer information derived from insurance transactions and as required by applicable law. Upon termination of the insurance contract and to the extent permitted by applicable law, The Hartford will transfer to the new insurance carrier necessary records and information not proprietary to The Hartford. The Hartford will work with County to establish a timeframe for the orderly transfer of files to the new carrier. Payment will be made in accordance with the terms of the Policy and/or insurance contract.
- 4.4. Payment Upon Termination. Upon termination of this Agreement by County, The Hartford shall be paid in accordance with the terms of the Policy and/or insurance contract.
- 4.5. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Human Resources Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
5. Indemnification. The Hartford agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless,

and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including The Hartford, that arise out of, pertain to, or relate to The Hartford's or its agents', employees', contractors', subcontractors', or invitees' negligent performance of obligations under this Agreement. The Hartford agrees to provide a defense for any claim or action brought against County based upon a claim relating to such The Hartford's or its agents', employees', contractors', subcontractors', or invitees' negligent performance of obligations under this Agreement. The Hartford's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at The Hartford's expense, subject to The Hartford's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for The Hartford or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. **Insurance**. With respect to performance of work under this Agreement, The Hartford shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in **Exhibit C**, which is attached hereto and incorporated herein by this reference.
7. **Prosecution of Work**. The execution of this Agreement shall constitute The Hartford's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for The Hartford's performance of this Agreement shall be extended by a number of days equal to the number of days The Hartford has been delayed.

8. **Extra or Changed Work.** Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of The Hartford to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter The Hartford shall be entitled to no compensation whatsoever for the performance of such work. The Hartford further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.
9. **Representations of The Hartford.**
- 9.1. **Standard of Care.** County has relied upon the professional ability and training of The Hartford as a material inducement to enter into this Agreement. The Hartford hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of The Hartford's work by County shall not operate as a waiver or release.
- 9.2. **Status of The Hartford.** The parties intend that The Hartford, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. The Hartford is not to be considered an agent or employee of County and is not entitled

to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, The Hartford expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 9.3. No Suspension or Debarment. The Hartford warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Hartford also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If The Hartford becomes debarred, The Hartford has the obligation to inform the County.
- 9.4. Taxes. The Hartford agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. The Hartford agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of The Hartford's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, The Hartford agrees to furnish County with proof of payment of taxes on these earnings.
- 9.5. Records Maintenance. The Hartford shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. The Hartford shall maintain such records for a period of four (4) years

following completion of work hereunder. Audits may be conducted upon the parties' execution of an audit confidentiality agreement subject to The Hartford's security and confidentiality policies, and once The Hartford has received signed authorizations from claimants if confidential claim information is in scope for the audit.

- 9.6. Conflict of Interest. The Hartford covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. The Hartford further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, The Hartford shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing The Hartford's or such other person's financial interests.
- 9.7. Statutory Compliance/Living Wage Ordinance. The Hartford agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, The Hartford expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 9.8. Nondiscrimination. Without limiting any other provision hereunder, The Hartford shall comply with all applicable federal, state, and local laws, rules,

and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 9.9. AIDS Discrimination. The Hartford agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 9.10. Assignment of Rights. The Hartford assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by The Hartford in connection with this Agreement. The Hartford agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. The Hartford's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. The Hartford shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.
- 9.11. Ownership of Work Product. The Hartford is unable to grant any one customer ownership of its documentation or services. However, The Hartford will grant the County license to use The Hartford's intellectual property contained in any deliverables provided to the County while The

Hartford is providing insurance Services to the County. All deliverables discovered, created or developed by The Hartford under this Agreement shall be and will remain the sole and exclusive property of The Hartford with licensed rights of use granted to the County in accordance with this Agreement. The Hartford will own all records and customer information derived from insurance transactions and as required by applicable law. Upon termination of the insurance contract and to the extent permitted by applicable law, The Hartford will transfer to the new insurance carrier necessary records and information not proprietary to The Hartford. We will work with you to establish a timeframe for the orderly transfer of files to the new carrier.

9.12. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of The Hartford.

10. **Content Online Accessibility**. County policy requires that all documents that may be published by The Hartford to the County-managed or County funded web site meet accessibility standards to the extent possible and utilizing available existing technologies.

10.1. Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)),

10.2. Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, The Hartford agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.3. Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of The Hartford. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform The Hartford in writing. Upon such notice, The Hartford shall, without charge to County, work in good faith to attempt repair or replace the non-compliant materials within an agreed upon timeframe. If the required repair or replacement is not completed within the agreed upon time, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

10.3.a. Cancel any delivery or task order;

10.3.b. Terminate this Agreement pursuant to the provisions of Article 4

11. **Demand for Assurance**. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. **Assignment and Delegation.** Other than to internal affiliates, neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. **Method and Place of Giving Notice, Submitting Bills and Making Payments.**

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Cheryl Thibault, Benefits Manager
Cheryl.Thibault@sonomacounty.gov
Human Resources Benefits Unit
County of Sonoma
575 Administration Dr., Suite 117C
Santa Rosa, CA 95403
(707) 565-3033

TO: THE HARTFORD: Meredith Werstak, Vice President, Customer
Solutions Hartford Life and Accident Insurance
Company
One Hartford Plaza
Hartford, CT 06155
860-547-5000

14. **Construction.** To the fullest extent allowed when a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender

has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

15. **Miscellaneous Provisions.**

15.1. **No Waiver of Breach.** The waiver by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The Hartford and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. The Hartford and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.2. **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.3. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.4. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the

terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

- 15.5. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.6. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 15.7. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.8. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 15.9. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in

compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date

THE HARTFORD

By:_____

Name:_____

Title;_____

Date:_____

COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND APPROVED
AS TO SUBSTANCE FOR COUNTY:

By:_____

Janell Crane, Human Resources Director

Date:_____

APPROVED AS TO FORM FOR COUNTY:

By:_____

County Counsel

Date:_____

EXECUTED BY:

By:_____

Janell Crane, Human Resources Director

Date:_____

Exhibit A

Scope of Service

The Hartford shall provide Basic Life and Accidental Death and Dismemberment and Supplemental Life insurance for Employees, and Basic Life insurance for Retirees and Employee's Dependents, between June 1, 2026 and May 31, 2031.

1. Standards of conduct

1.1. The Hartford shall perform all services and deliver all products under this Agreement in accordance with the highest standards of professional conduct, including but not limited to, the best practices and regulatory requirements applicable to the life insurance industry. This includes compliance with:

1.1.1. State and federal laws, including but not limited to suitability and best interest standards such as those outlined in Insurance Regulation 187 (NY DFS Reg. 187) and SEC Regulation Best Interest (Reg BI);

1.1.2. Ethical obligations to act in the best interest of policyholders and beneficiaries.

2. Services to be provided

2.1 The Hartford will be expected to provide, at a minimum, the following requirements for the services to be provided:

2.1.1. Renewal notice must be given at least 180 days in advance of the renewal date.

2.1.2. The Hartford must maintain full and accurate records with respect to all matters and services provided to the County.

- 2.1.3. The Hartford must meet the County's deadline to deliver the draft contract.
- 2.1.4. The Hartford will be responsible for providing any customer service transactions accurately and expeditiously.
- 2.1.5. Eligibility: Eligibility of the County participants for enrollment in, and coverage by the Proposer's benefit plans shall be determined under the County's Eligibility Rules. The Hartford shall be bound by the County's determinations regarding eligibility of County participants provided the determination is made in accordance with the Eligibility Rules.
- 2.1.6. Other enrollment assistance: From time to time, the County may hold training sessions for its staff and/or other personnel involved in the County operations. In addition, the County holds informational meetings at various places around the County for its participants, e.g., "benefits fairs" and/or informational meetings. Upon the County's request and at its own expense, The Hartford shall provide staff and written informational materials for these training sessions, benefits fairs, and informational meetings.
- 2.1.7. The Hartford and its staff shall cooperate with, and provide timely information and assistance to the County participants who are applying for benefits.

3. Reports and accountings:

- 3.1. All reports that The Hartford is required to give to the County under the contract shall be in form and substance reasonably satisfactory to the County. Upon advance notice, the County may require changes in the form of the reports or may request that the reports contain different or additional information, and The Hartford will try in good faith to accommodate any new request.

- 3.2. The Hartford shall provide quarterly reports on performance standards electronically. The quarterly reports shall be delivered within 45 days from the end of the period.
- 3.3. The Hartford shall provide an annual year-end utilization and activity report electronically. These reports will summarize all coverage, within 90 days from the end of the period, as well as any recommendations to improve the plan design or plan administration.
- 3.4. Upon reasonable advance notice, the County may request special reports on matters pertaining to the County's benefit plans and/or The Hartford's performance of the contract.

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Exhibit B**Rate Sheet****Hartford Life and Accidental Insurance Company**

Rates Effective June 1, 2026 – May 31, 2031

Basic Life	Monthly Rates
Employee – Per \$1,000 of Benefit Coverage	\$0.030
Dependent – Per Dependent Unit	\$0.480

Supplemental Life Per \$1,000 of Benefit Coverage	Monthly Rates
<30	\$0.060
30-34	\$0.068
35-39	\$0.085
40-44	\$0.128
45-49	\$0.187
50-54	\$0.298
55-59	\$0.495
60-64	\$0.734
65-69	\$1.203
70 and over	\$2.201

Accidental Death and Dismemberment Per \$1,000 of Benefit Coverage	Monthly Rates
Employee	\$0.010

Basic Life Per \$1,000 of Benefit Coverage	Monthly Rates
Retiree	\$0.950

Includes annual performance guarantees not to exceed 2% of the annual premium at risk and a one-time implementation credit of \$40,000. Annual performance guarantees will include accuracy of claim payments, abandonment rates of phone calls, and customer survey results.

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Exhibit C

Insurance Requirements

With respect to performance of work under this Agreement, The Hartford shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve The Hartford from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- 1.1. Required if The Hartford has employees as defined by the Labor Code of the State of California.
- 1.2. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- 1.3. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- 1.4. *Required Evidence of Insurance:* Certificate of Insurance.

If The Hartford currently has no employees as defined by the Labor Code of the State of California, The Hartford agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- 2.1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- 2.2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If The Hartford maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by The Hartford.
- 2.3. **County of Sonoma, its officers, agents, and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of The Hartford in the performance of this Agreement.
- 2.4. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- 2.5. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- 2.6. The policy shall cover inter-insured suits between the additional insureds and The Hartford and include a “separation of insureds” or “severability” clause which treats each insured separately.
- 2.7. Required Evidence of Insurance: Certificate of Insurance.

3. Professional Liability/Errors and Omissions Insurance

- 3.1. Minimum Limit: \$2,000,000 per claim or per occurrence, \$4,000,000 aggregate.

- 3.2. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- 3.3. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 3.4. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

4. Cyber Liability Insurance

Network Security & Privacy Liability Insurance:

- 4.1. Minimum Limit: \$1,000,000 per claim per occurrence, \$2,000,000.00 aggregate.
- 4.2. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by The Hartford in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- 4.3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

- 4.4. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 4.5. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

- 5.1. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- 6.1. The Certificate of Insurance must include the following reference:
Agreement with County of Sonoma July, 1 2026 – June 30, 3031.
- 6.2. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. The Hartford agrees to maintain current Evidence of Insurance on file with the County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- 6.3. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Human Resources, 575 Administration Drive 116B, Santa Rosa, CA 95403.
- 6.4. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- 6.5. The Hartford shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- 6.6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

- 7.1. The Hartford's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

- 8.1. If The Hartford fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from The Hartford resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to The Hartford, County may deduct from sums due to The Hartford any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.