

MEMORANDUM OF UNDERSTANDING
BETWEEN
Sonoma County Human Services Department
AND
Women’s Recovery Services, a Unique Place
July 1, 2024 – June 30, 2027
HSD Agreement Number: ET-WRS-GARECIP-2427

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”), dated as of July 1, 2024 (hereinafter “effective date”), is by and between the County of Sonoma, Human Services Department, a political subdivision of the State of California (hereinafter “County”), and Women’s Recovery Services, a Unique Place, a California non-profit corporation (hereinafter “Facility”).

RECITALS

WHEREAS, Facility represents that it is duly qualified by reason of license, training, experience, equipment, organization, staffing, and facilities to provide the Residential Rehabilitation services contemplated by this Agreement; and

WHEREAS, the Sonoma County General Assistance Administrative Manual provides that persons who are eligible for General Assistance, and who are not able to prepare their own meals and live independently due to physical or mental incapacity, including alcohol and drug addiction, and who need supervision, may receive a grant for room, board and care as a participant in a qualified residential rehabilitation program, and

WHEREAS, the Sonoma County General Assistance Administrative Manual provides for direct vendor payments of General Assistance grants for eligible individuals to qualified residential rehabilitation facilities to meet a General Assistance participant’s needs, and

WHEREAS, in the judgment of the Director of the Human Services Department, it is necessary and desirable to employ the services of Facility for Residential Rehabilitation Program services.

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

I. PURPOSE

The Purpose of this MOU is to establish the roles and responsibilities of the parties in the provision of Residential Rehabilitation Program services to certain General Assistance recipients in Sonoma County.

II. GENERAL PROVISIONS

A. Definitions.

- 1. Direct Vendor Payment or Vendor Payment – a General Assistance (GA) Grant payment issued to a designated third party on behalf of an eligible

GA recipient to meet specified needs of the recipient.

2. Qualified Residential Rehabilitation Facility – a state licensed drug and alcohol residential rehabilitation facility located in Sonoma County.
3. AB 109 Clients – Clients referred from Probation that are eligible for assistance under Assembly Bill 109.

B. Roles and Responsibilities.

County and Facility will be responsible to meet the requirements as described in Exhibit A, attached hereto and incorporated herein by this reference.

C. Payment.

In full consideration of satisfactory performance in providing services required under this MOU, Facility shall be paid in accordance with the rates and terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

D. Term of MOU.

The term of this MOU shall be from July 1, 2024 to June 30, 2027, unless terminated earlier in accordance with Article E. below and has no force or effect until fully executed by Facility and County.

E. Termination.

1. Termination Without Cause. Notwithstanding any other provision of this MOU, at any time and without cause, County shall have the right, in its sole discretion, to terminate this MOU by giving thirty (30) days notice to Facility.
2. Termination for Cause. Notwithstanding any other provision of this MOU, should Facility 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 MOU, County may immediately terminate this MOU by giving Facility written notice of such termination, stating the reason for termination.
3. Change in Funding. Facility understands and agrees that County shall have the right to terminate this MOU immediately upon written notice to Facility in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which County anticipated using to pay Facility for services provided under this MOU.
4. Termination for Non-Appropriation. County may terminate this MOU at any time, upon giving Facility thirty (30) days written notice, for any of the following reasons:
 - a. County has exhausted all funds legally available for payments to become due under this Agreement;

- b. Funds, which have been appropriated for purposes of this Agreement, are withheld and are not made available to County;
 - c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
 - d. An appropriation of funds for the next fiscal year has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.
5. Payment Upon Termination. Upon termination of this MOU by County, Facility shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the MOU as the services satisfactorily rendered hereunder by Facility bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Facility shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate.
6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

F. Indemnification.

Facility 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 Facility, that arise out of, pertain to, or relate to Facility's performance or obligations under this Agreement. Facility agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Facility's performance or obligations under this Agreement. Facility's obligations under this Section apply whether or not there is concurrent 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 Facility's expense, subject to Facility'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 Facility or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

G. Insurance.

With respect to performance of work under this Agreement, Facility 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.

H. Records Maintenance.

Facility 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. Facility shall maintain such records for a period of four (4) years following completion of work hereunder.

In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Facility shall retain all records pertinent to this Agreement, including financial, statistical, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Facility shall retain the records until resolution of the litigation or audit.

I. Statutory Compliance/Living Wage Ordinance.

Contractor 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, Contractor 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.

J. Nondiscrimination.

Without limiting any other provision hereunder, Facility shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services 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.

1. Facility understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.
2. Facility shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request in order to certify that Facility is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.
3. AIDS Discrimination. Facility 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.

K. Confidentiality.

1. Facility agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the California Department of Social Services Manual on Policy and Procedures, and with Human Services Department Administrative Manual, Section 1-4, Confidentiality, to assure that:
 - a. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by that state from the federal government will be CONFIDENTIAL, and will not be open to examination for any purpose not directly connected with the administration of such public social services.
 - b. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.
2. Facility agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.
3. Facility understands and agrees that this provision shall survive any termination or expiration of this MOU.

L. Electronic Confidentiality.

In addition to any other provisions of this agreement, all parties to this agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access.

1. Facility shall ensure that all computer workstations, laptops, tablets, smart- phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in an open view of persons not authorized to have access to confidential data and information; 2) protected by unique secure passwords; and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Both parties shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.
2. Facility shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phone and other handheld computing devices with data storage capability.

3. Both parties shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.
4. Upon expiration or termination of this agreement, both parties shall destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data.
5. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue throughout the term of the Agreement.

M. Professional Licensure.

Facility agrees to maintain any professional licenses required in order to perform the duties contracted for in this MOU and to send within thirty (30) days, copies of any renewal of professional license received during the term of this MOU. Facility agrees to notify County within twenty-four (24) hours of any disciplinary action taken against their professional license, including revocation or suspension, even if stayed, probation terms, inactive license status, or lapse in licensure. County may terminate this MOU for cause if Facility fails to maintain the professional license required to perform the duties in this MOU. Facility agrees to maintain appropriate license and take professional responsibility for any intern acting under Facility's supervision.

N. Status of Facility.

The parties intend that Facility, 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. Facility 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 MOU pursuant to Article E, above, Facility or expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

O. Method and Place of Giving Notice and Making Payments.

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

TO COUNTY: Sonoma County Human Services Department
3600 Westwind Blvd.
Santa Rosa, CA 95403-1037

TO FACILITY: Women's Recovery Services
P.O. Box 1356
Santa Rosa, CA 95402
E-mail: wrs@womensrecoveryervices.org
Fax: (707) 527-6048

P. Dispute Resolution.

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client involved. Requests for legal interpretation or application issues may be presented to the County of Sonoma, County Counsel's Office by making an inquiry with that office.

Q. Merger.

This writing is intended both as the final expression of the MOU 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 MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

R. Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this MOU on behalf of Facility.

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

FACILITY:

Women’s Recovery Services,
A Unique Place

COUNTY OF SONOMA:

By: *Diane Madrigal*
Name: Diane Madrigal
Title: Executive Director

By: _____
Name: Angela Struckmann
Title: Director, Human Services
Department

Date: 04/05/2024

Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: *Katie Greaves*
Name: Katherine Greaves
Title: Director, Employment &
Training Division

[] EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR
COUNTY:

By: *Sharmalee Rajakumaran*
County Counsel

[] CERTIFICATES OF INSURANCE ON
FILE WITH COUNTY

[] INSURANCE REQUIREMENT
CHANGES APPROVED BY RISK
MANAGEMENT

By: _____

EXHIBIT A: SCOPE OF WORK

Section 1. Program Description

1.1. Women's Recovery Services (WRS) consists of one or more state licensed recovery homes for women who suffer from chemical dependency in Sonoma County. The program provides a supervised home-like environment in which emphasis is placed on the residents assuming responsibility for structuring and planning their recovery. The licensed home or homes of the program can accommodate up to twenty (20) adult and twelve (12) child residents. General Assistance direct vendor payments will be paid for eligible residents in licensed homes only.

1.2. Approximately 75% of WRS program residents have no source of income. Those with income usually receive monies from a private source, SSI or disability/retirement pensions. General Assistance will be a significant source of funding for destitute women participating in the WRS recovery program.

1.3. WRS provides opportunities for the establishment of personal goals and the development of a continuing plan of growth for return to work, school or some other constructive endeavor.

1.4. Residents are assigned to a ninety (90) day program. Extensions up to a maximum of one hundred twenty (120) days may be granted at the discretion of the program director. Approximately 15% of the residents leave the program prior to completing the full recovery process. WRS has found that those residents who stay longer in their protected environment are successful in their rehabilitation.

1.5. Residents who leave the program may reapply for admission by submitting a clean and sober plan to the program's Director. Acceptance is based upon evaluation of the plan and reconsideration to determine the degree of commitment to the conditions of residency.

1.5.1. In order to be accepted for readmission, individuals must be out of the facility thirty (30) days or more.

Section 2. General Assistance Eligibility Criteria

2.1. Only Sonoma County residents participating in the licensed residential program shall be eligible for General Assistance benefits. No out of County court placements will be funded by General Assistance.

2.2. General Assistance benefits may be paid for up to twenty (20)

residents per month.

2.3. The vocational component of the program begins at approximately the mid-point in the resident's treatment plan. The primary case manager works with the resident to access employment possibilities. Individuals are referred to programs such as North Bay Veterans Resource Center and Job Link for assistance with job readiness preparation. Prior to release, discharge staff help the client prepare a formal plan. Securing housing is also a component that is addressed with vocational plans. 90% of the women who complete the program go directly from the facility to safe housing.

Section 3. Adverse Actions/Complaint Procedures

3.1. It is mutually agreed that applicants for, or recipients of, General Assistance services under this MOU are entitled to request a County Hearing to appeal any decision or action in the Program that adversely impacts them. Such aggrieved persons may, if needed, be given assistance by the County in filing for a County Hearing. Facility agrees to abide by the decisions rendered in this process.

3.2. Facility shall direct participants alleging a violation of General Assistance to file such complaints as are allowed under County regulations.

Section 4. Facility's Additional Warranties

4.1. Facility may not deviate from the program described herein without prior written authorization from the Human Services Department.

4.2. Facility warrants that all of the Facility's facilities: (a) will be adequately supervised; (b) will be maintained in a safe and sanitary condition; (c) will be available for monitoring by County and/or state and federal monitors; (d) are accessible to handicapped individuals if appropriate; and (e) are nonsectarian.

4.3. Facility warrants that it will fully comply with relevant requirements of the General Assistance Program and the policies and procedures issued by the Human Services Department.

4.4. Facility warrants that it will comply with all terms and conditions of this MOU and all other applicable federal, state and local laws, regulations or policies.

4.5. Facility will notify County if any residential treatment home is to be closed ninety (90) days in advance of closing.

4.6. Facility shall maintain licenses required in order to perform the duties contracted for in this MOU.

4.7. Facility shall notify County within twenty-four (24) hours of any

disciplinary action taken against their professional license, including citation, revocation, or suspension, even if stayed; along with any additional follow up as they may occur, including probation terms, inactive status or lapse.

4.8. Facility warrants that invoices or other payment documents from County that might identify clients will not be used for income verification purposes.

Section 5. Facility Responsibilities

5.1. Review program purposes and goals, program costs and the ability to pay with prospective participants prior to admission.

5.2. Screen all participants for available income and resources and ensure that each participant completes an application on her own behalf.

5.3. Arrange to have residents brought to a Human Services intake site on a mutually agreed upon day to apply for General Assistance.

5.4. Be responsible for immediately notifying the Eligibility Worker when a resident leaves the program. Facility shall be strictly liable for all overpayments made to the program by the County as a result of the program's failure to report a change of status of a program participant. The program shall also be obligated to return any monies paid to the program in error by the County.

5.5 Facility will track AB109 client demographics separately and report to County as requested.

Section 6. County Responsibilities

6.1. Designate one Eligibility Worker as responsible for the WRS caseload.

6.2. Review and monitor Facility's performance to determine adherence to this MOU's conditions and goals. This will include on-site visits as arranged.

6.3. Provide monthly payments to Facility based on the General Assistance Table of Allowances and Ceilings as currently approved by the Board of Supervisors. Total monthly payments shall be limited by the number of General Assistance eligible residents in the program each month.

EXHIBIT B: PAYMENT TERMS

For all services and incidental costs required hereunder, Facility shall be paid in accordance with the following terms:

- A. Compensation to the program shall be based upon the number of eligible program participants served each month and shall be limited to the amount of General Assistance available to each program participant plus compensation for supervision of residents, according to the Facility Residents section of the General Assistance Standards of Assistance Allowances and Ceilings Chart as currently approved by the Board of Supervisors.
- B. Residential program participants who meet General Assistance eligibility criteria may be granted the monthly maximum rate for room and board. Additional benefits for incidentals may be paid for residents on an individual, as needed, basis.
- C. Any monies earned by a program resident through training or employment shall be used to pay for his/her expenses. The amount of the General Assistance grant shall be adjusted accordingly.
 1. Monies received by program residents during a month will be computed against the General Assistance standard to determine the grant amount.
- D. The residential component of the program is ninety (90) days for the Short-Term Program or six (6) months for the Long-Term Program. Funding assistance through General Assistance for rehabilitation programs is for the duration of the program in which the participant is enrolled.
 1. Facility shall submit a written request for extended General Assistance funding for program participants who need additional time to complete the recovery process, or who are seeking re-admittance to the program. Such requests shall include a brief summary of the reasons for the request and a specific period of time for which the funding would be needed. Extensions to the program will be granted on an exception basis, and may be funded up to a maximum of four (4) additional weeks.
- E. Direct vendor payments shall be made only for General Assistance recipients who have executed an Assignment of General Assistance Benefits, form HSD 0308, provided by the County.
- F. As needed and requested by Women's Recovery Services, bus passes will be issued to Women's Recovery Services residential treatment programs, for General Assistance participants only. The total number of tickets will be based on the total number of active General Assistance participants used for Medical appointments and job search functions. These tickets will be picked up at the beginning of every month at the Employment & Training office at 2227 Capricorn Way, Suite 100, Santa Rosa. The bus tickets need to be stored in a secure location and excess bus tickets should be returned to the Employment & Training Office on a quarterly basis.

EXHIBIT C: INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Contractor 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 Contractor 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

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor 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

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. 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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The 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 Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. 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).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Cyber Liability Insurance

Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor 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.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. Standards for Insurance Companies

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

7. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

- c. 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.
- d. Contractor 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Contractor 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 Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.