

Agreement for Patient Advocacy Services

This agreement (“Agreement”), dated as of August 1, 2026 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), and CareCounsel LLC (hereinafter “CareCounsel”).

R E C I T A L S

WHEREAS, CareCounsel represents that it is duly qualified and experienced in providing professional patient advocacy and related services; 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 CareCounsel to provide patient advocacy services in the areas of healthcare education and information; advocacy; coaching; and resources, beginning August 1, 2026.

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

A G R E E M E N T

1. Scope of Services.

- 1.1 CareCounsel’s Specified Services. CareCounsel shall perform patient advocacy and health care system navigation services (“Services”) for County’s eligible current employees (“Employees”), retirees (“Retirees”) and their dependents (“Dependents”), as described in detail below. Employees, Retirees and Dependents are sometimes collectively referred to as “Beneficiaries.” Services will be provided in accordance with CareCounsel’s standard practices and procedures. Services will include the following:

- 1.1.1 General. CareCounsel shall provide and staff a nationwide (all fifty (50) states) toll-free number (the "Toll-Free Number") that Beneficiaries may call for assistance with issues related to using the healthcare system. CareCounsel counselors ("CareCounselors") will provide consultation, support, and consumer education and resource materials to Beneficiaries about using their health and ancillary health plans, how to interact effectively with doctors and other health care professionals, how to select a health plan, how to be an effective consumer of healthcare services, selecting physicians and hospitals, obtaining medical records, keeping a personal health record, resolution of claims and billing issues, resolving provider network access problems, filing grievances and appeals, locating condition-related resources and other issues relating to navigating the healthcare system.
- 1.1.2 CareCounselors. CareCounsel shall maintain, at its own discretion, adequate CareCounselors and other staffing, whether within its own staff or by subcontracts, to provide the Services.
- 1.1.3 Toll-Free Number Service Hours. CareCounsel will provide its services to County of Sonoma employees, retirees, and dependents during extended hours Monday thru Friday, 6:30 am to 7:00 pm PST, and on Saturdays by scheduled appointment. Saturday appointments can be scheduled by phone or email during CareCounsel business hours up to close of business the prior Thursday. During County of Sonoma annual enrollment, CareCounsel will be available to County employees, retirees, and dependents members on Saturday from 6:30 am to 7:00 pm PST. These extended hours will be provided at no additional fee to the County of Sonoma.

- 1.1.4 CareCounsel Materials. CareCounsel shall design and provide CareCounsel materials consisting of an electronic flyer / brochure publicizing the availability of the Services to Employees.
- 1.1.5 Employee Orientation and other On-Site Services. If requested by County, CareCounsel shall conduct orientation sessions to inform Employees about the Services. County may also request additional On-Site Services. These Services will be at an additional charge as provided below.
- 1.2 Reporting. CareCounsel shall provide County a report once each calendar quarter regarding the number of service requests, types of requests, male / female breakdown, Employee / Dependent / Retiree breakdown, and health plan enrollment data for the Services utilized by County Employees and Dependents. This report will include satisfaction survey data collected from Beneficiaries who have used CareCounsel services in the given quarter. Such reports will not include the names or any other identifying information regarding Beneficiaries.
- 1.3 Record Retention. CareCounsel shall maintain records of information relating to information requests, referrals, and complaints of Employees and Dependents for a period of three (3) years from the date of termination of this Agreement ("Retention Period"). Unless CareCounsel receives a request to transfer such records prior to the end of the Retention Period, CareCounsel may dispose of the records at the conclusion of the Retention Period. If a request to transfer records to the County is received prior to the end of the Retention Period, the records, excluding Employee and Dependent names and any other identifying information, will be delivered to County at County's expense.
- 1.4 Provide Services. CareCounsel shall provide the Services to all Beneficiaries. However, CareCounsel reserves the right to refuse service to any Beneficiary reasonably believed by CareCounsel to be fraudulently

obtaining or encouraging the fraudulent or wrongful access to the Services and reserves the right to change, without notice, the manner in which the Services are provided.

- 1.5 Cooperation With County. CareCounsel shall cooperate with County and County staff in the performance of all work hereunder.
- 1.6 Performance Standard. CareCounsel 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 CareCounsel's profession. County has relied upon the professional ability and training of CareCounsel as a material inducement to enter into this Agreement. CareCounsel 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 CareCounsel's work by County shall not operate as a waiver or release. If County determines that any of CareCounsel'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 CareCounsel to meet with County to review the quality of the work and resolve matters of concern; (b) require CareCounsel 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.
- 1.7 Assigned Personnel.
 - a. CareCounsel shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by CareCounsel to perform work hereunder, CareCounsel shall remove such person or persons immediately upon receiving written notice from County. Notwithstanding the foregoing, County will only request removal of

personnel for appropriate reasons, e.g. job performance, and not for any reason that is inappropriate or impermissible under applicable laws and regulations, including regulations relating to equal employment opportunity.

- b. In the event that any of CareCounsel's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CareCounsel's control, CareCounsel shall be responsible for timely provision of adequately qualified replacements.

2. Fees, Invoicing and Payment.

2.1 For Services provided hereunder, County will compensate CareCounsel on a time and materials basis as follows: CareCounsel's Services fee ("Services Fee") will be \$1.50 per County Employee and Retiree per month paid on a quarterly basis; Employees and Retirees will consist of all County employees who participate in County's health insurance provided by County for its employees and all County retirees who receive County provided health benefits. For clarity, eligible Employees and Retirees include the County's entire Employee and Retiree base enrolled in a health plan regardless of the number of such individuals who avail themselves of CareCounsel's services which is approximately 7,853. There is no maximum on the amount of Services Fees as such fees are dependent on the number of County's Beneficiaries.

2.1.1 On Site Employee Orientations and other On-Site Services will be charged as follows: \$320.00 per hour per CareCounsel staff member, \$790.00 per ½ day per CareCounsel staff member and \$1,400.00 per full day per CareCounsel staff member. Travel time will be charged as incurred as well as mileage at applicable IRS rates.

2.2 County shall on the last business day of each calendar quarter provide CareCounsel with a statement of the number of eligible Employees and Retirees for such quarter. CareCounsel will invoice County by the 5th business day following the end of each calendar quarter for the Services Fees for the quarter just ended.

2.3 County will pay CareCounsel's invoices on net thirty (30) days terms after receipt of each of CareCounsel's invoices. County's payments may be made through one or more of the following methods: 1) automated clearing house ("ACH") funds transfer in accordance with CareCounsel's instructions or 2) check. County may withhold payment of particular charges or amounts that it disputes in good faith, provided County notifies CareCounsel of such dispute at the time of withholding. The Parties shall use commercially reasonable efforts to promptly resolve any such payment dispute.

3. Term of Agreement. The term of this Agreement shall be from August 1, 2026, to July 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 and CareCounsel shall each have the right, in their sole discretion, to terminate this Agreement by giving forty-five (45) days prior written notice to the other Party.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should either Party fail to perform its obligations under this Agreement or be in material breach of any term or condition of this Agreement, the non-breaching Party may give written notice to the other Party specifying the manner in which the Agreement has been breached and the manner in which the breach may be corrected. In the event the

breach remains uncured after thirty (30) days from the date of such notice, this Agreement shall thereupon terminate.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, CareCounsel, within 14 days following the date of termination, shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, CareCounsel shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by CareCounsel.

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. Each Party ("Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, including the other Party, and to indemnify, hold harmless, and release the other Party, its officers, agents, and employees (collectively, "Indemnitees"), from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any third party that arise out of, pertain to, or relate to Indemnifying Party's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Indemnifying Party agrees to provide a complete defense for any claim or action brought against Indemnitees based upon a claim relating to such Indemnifying Party's or its agents',

employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement.

a. **Procedures.** The Indemnifying Party's obligations are subject to the following conditions: the Indemnitee(s) shall give the Indemnifying Party prompt written notice of the claim or action to avoid prejudice to the Indemnifying Party and shall cooperate in the defense of such claim; provided, however that Indemnified Party's failure to promptly notify the Indemnifying Party of a claim will only relieve the Indemnifying Party's obligation to indemnify to the extent that the Indemnifying Party is actually prejudiced by the failure to promptly notify. The selection of counsel shall be within the control of the Indemnifying Party, and the conduct of the defense of any lawsuit and any settlement negotiations shall be within the control of the Indemnifying Party; provided, however that Indemnifying Party shall not enter into any settlement of any indemnifiable claims against Indemnitee(s) that imposes any restriction, obligation, or finding of fault upon an Indemnitee without such person's prior written consent, such consent not to be unreasonably withheld. An Indemnitee may reasonably withhold consent to any settlement or compromise that involves relief other than monetary payments or that imposes any restrictions on the business or operations of the Indemnitee or requires any admission of liability, wrongdoing, or culpable conduct. Each Indemnitee retains the right to pursue its own defense through the counsel of its choice and at its own expense.

b. **Comparative Fault.** In the event that a claim for which indemnification is sought by a Party is determined (in formal proceedings or settlement negotiations) to be attributable to the acts and/or omissions of both Parties, liability will be apportioned between the Parties based on principles of comparative fault.

6. Insurance. With respect to performance of work under this Agreement, CareCounsel shall maintain and shall require all of its subcontractors,

CareCounselors, and other agents to maintain, insurance as described in Exhibit A, which is attached hereto and incorporated herein by this reference.

- 7. Prosecution of Work.** The execution of this Agreement shall constitute CareCounsel'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 CareCounsel's performance of this Agreement shall be extended by a number of days equal to the number of days CareCounsel 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 CareCounsel 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 CareCounsel shall be entitled to no compensation whatsoever for the performance of such work. CareCounsel 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 CareCounsel.**

 - 9.1 Standard of Care. County has relied upon the professional ability and training of CareCounsel as a material inducement to enter into this

Agreement. CareCounsel 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 CareCounsel's work by County shall not operate as a waiver or release.

- 9.2 Status of CareCounsel. The parties intend that CareCounsel, 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. CareCounsel 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, CareCounsel 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. CareCounsel 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. CareCounsel 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 CareCounsel becomes debarred, CareCounsel has the obligation to inform the County.
- 9.4 Taxes. CareCounsel 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. CareCounsel 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 CareCounsel'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, CareCounsel agrees to furnish County with proof of payment of taxes on these earnings.

- 9.5 Records Maintenance. CareCounsel 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. Notwithstanding the foregoing, CareCounsel will not provide County with Beneficiary case notes, call recordings or other Beneficiary information, including but not limited to Protected Health Information, that is subject to the Health Insurance Portability and Accountability Act and the rules and regulations thereunder (collectively, HIPAA) and other applicable federal and/or state privacy laws.
- 9.6 Conflict of Interest. CareCounsel 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. CareCounsel 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, CareCounsel 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 CareCounsel's or such other person's financial interests.
- 9.7 Statutory Compliance / Living Wage Ordinance. CareCounsel 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, CareCounsel 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, CareCounsel 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. CareCounsel 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.
- 9.11 Return of Materials. At the conclusion of this Agreement, CareCounsel shall provide County with any materials specifically created for County pursuant to this Agreement, including quarterly utilization reports and any publications specific to County's employees and retirees. CareCounsel shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. County will also remove from its internet or intranet sites and cease use of any CareCounsel provided videos, resources and

CareCounsel contact information. Document drafts, notes, internal CareCounsel resources used by CareCounsel professionals in providing Services, and emails of CareCounsel and its subcontractors, consultants, and other agents shall remain the property of CareCounsel and those persons or entities.

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

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All CareCounsel personnel 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)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

10.2 Alternate Format. When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, CareCounsel shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. CareCounsel 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 CareCounsel. 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 CareCounsel in writing. Upon such notice, CareCounsel shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, 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:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by CareCounsel for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

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. 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: County of Sonoma
Attn: Human Resources Administration Unit
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403
Email: hr-accounting@sonomacounty.gov

To: CareCounsel: Care Counsel
Attn: Contract Administration
300 Pasteur Dr., Mail Code 5572
Stanford, CA 94305
Email: contractadministration@stanfordhealthcare.org

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.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed 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. CareCounsel 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. CareCounsel and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 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.

- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8. 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.
- 14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 14.10 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 rest of this page is intentionally left blank.

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

CareCounsel:

County: County of Sonoma

By: _____

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

Name: _____

Title: _____

By: _____
Department Director or Designee

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Executed by:

By: _____
Department Director or Designee

Date: _____

Exhibit A – Insurance Requirements

With respect to performance of work under this Agreement, CareCounsel 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 Consultant 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 CareCounsel 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 CareCounsel currently has no employees as defined by the Labor Code of the State of California, CareCounsel 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 CareCounsel maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by CareCounsel.
- 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. CareCounsel is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether CareCounsel has a claim against the insurance or is named as a party in any action involving the County.
- d.** 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 CareCounsel 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 CareCounsel 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 CareCounsel currently owns no autos, CareCounsel 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, \$2,000,000 aggregate.
- 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: \$1,000,000 per claim per occurrence, \$2,000,000.00 aggregate
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CareCounsel 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. The Certificate of Insurance must include the following reference: Agreement with County of Sonoma 8/1/2026 to 7/31/2031.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. CareCounsel 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.
- c. 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.

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

8. Policy Obligations

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

9. Material Breach

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