



COUNTY OF SONOMA HUMAN SERVICES DEPARTMENT
Family, Youth & Children Division

**Valley of the Moon Children's Home
Transition Project**

REQUEST FOR QUALIFICATIONS (RFQ)

Due: February 2, 2016 by 2:00 p.m.

I. Introduction

The County of Sonoma is pleased to announce the release of a Request for Qualifications (RFQ) for consultant services. This RFQ is being issued by the Sonoma County Human Services Department (HSD). The purpose of this RFQ is to identify a single qualified entity (consultant) to provide comprehensive stakeholder facilitation, program research and design services to guide the transition of the Valley of the Moon Children's Home (VMCH) to a 10-day stay shelter in 2017.

II. Project Background

Continuum of Care Reform intends for all children to live with a committed, permanent, and nurturing family. Assembly Bill AB 403 puts into California law the goal of returning children back home or to a less restrictive, family-based setting as soon as possible. Additionally, AB 403 creates faster paths to permanency resulting in shorter durations of involvement in the child welfare and juvenile justice systems and reducing the use of group home (congregate care) placement settings. AB 403 narrowly defines the purpose of group care. Group homes are being transitioned into short-term residential treatment centers (STRTC) to provide crisis stabilization and the structure to meet the treatment and safety needs of children who enter foster care and cannot safely be placed in home-based family care. Additionally, County-run Emergency Shelters, like VMCH, may only house residents for up to 10 days before being placed in a family setting or a STRTC potentially starting as soon as January 1, 2017.

III. Program Purpose & Goals

VMCH is part of the HSD's Family, Youth & Children's (FY&C) Services Division. VMCH is Sonoma County's only emergency shelter for children who have been removed from their caregivers due to allegations of abuse or neglect. Every year VMCH provides short-term, emergency care for over 400 children. The consultant will assist the Valley of the Moon Children's Home Transition Project in making an informed, research-based decision on how best to transition into a 10-day stay Transitional Shelter by 2017 and whether to create a short-term residential treatment center based out of VMCH.

The services provided by the Consultant will include, but not be limited to:

- Garnering feedback from a wide range of both internal and external stakeholders to get an informed sense of what the community need is for the shelter and short-term residential treatment center;
- Developing a detailed approach to the research, recommendation, and implementation of trauma-informed care model(s) for use at the VMCH; and
- Developing a Project Committee to assist with decision-making and new program development.

IV. Scope of Work

As directed by County, the chosen consultant will enter into contract to provide the following services:

1. Conduct Internal and External stakeholder meetings to develop new/revised purpose and vision of the VMCH.

2. Conduct Internal and External stakeholder meetings to ascertain the viability and purpose of a short-term residential treatment program, and develop outcomes for youth who reside at VMCH.
3. Review short-term stay shelter models, short-term residential treatment center models, and trauma-informed program & staff training models; develop a synopsis of and recommend the most appropriate model(s) for VMCH.
4. Operationalize research and feedback into program changes including policies, procedures, and staff training.

V. Compensation or Rates

Funds are received by the Sonoma County Board of Supervisors and are administered by HSD. Funding for the agreement offered through this RFQ is budgeted for both the 2015-16 and 2016-17 fiscal years, beginning April 2016 and ending June 2017. Funding has been allocated for the VMCH Transition Project for up to \$150,000. HSD reserves the right to award this RFQ to a single individual or organization, at its sole discretion.

VI. Desired Qualifications

The Human Services Department is seeking consultants with the experience, qualifications, and capacity to provide the services described in this RFQ. Knowledge of California's child welfare system is desirable, but not required.

VII. Requesting an RFQ

The RFQ is available electronically by logging into the Sonoma County Purchasing website for the Supplier Portal, and searching for this RFQ at

<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>.

The Sonoma County Supplier Portal - All interested parties (i.e., vendors, bidders, suppliers, etc.) must register in the Sonoma County Supplier Portal to receive a login in order to download the RFQ and to electronically submit proposals/statement of qualifications (SOQ). Instructions for registering in the Sonoma County Supplier Portal can be found at the following locations:

Bidder Registration Instructions – For agencies that are not currently working with (not receiving payments from) the County.

<https://esupplier.sonomacounty.ca.gov/SonomaPortalDocs/Training/BidderRegistrationInstructionsADA.pdf>

Vendor Registration Instructions – For vendors that are currently working with (receiving payments from) the County, but have not registered in the Supplier Portal.

<https://esupplier.sonomacounty.ca.gov/SonomaPortalDocs/Training/VendorRegistrationInstructionsADA.pdf>

Vendor Account Management Instructions – For vendors that have registered in the Supplier Portal and need to update their account information.

<https://esupplier.sonomacounty.ca.gov/SonomaPortalDocs/Training/VendorAccountManagementInstructionsADA.pdf>

How to View a Solicitation and Submit a Bid – For vendors that are interested in viewing current opportunities and submitting bids or proposals/SOQ.

<https://esupplier.sonomacounty.ca.gov/SonomaPortalDocs/Training/BiddingGuidelinesADA.pdf>

VIII. Statement of Qualifications (SOQ) Submission Requirements

A. Due Date:

Proposals must be received **by 2:00 p.m. on February 2, 2016**. The proposal due date is subject to change. If the proposal due date does change, all known recipients of the original RFP will be notified of the new date

B. Electronic Submission

Proposers must submit one (1) electronic copy of the proposal via the Sonoma County Supplier Portal at

<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

PLEASE NOTE: YOU MUST BE PRE-REGISTERED IN THE SONOMA COUNTY SUPPLIER PORTAL IN ORDER TO UPLOAD BID DATA.

The electronic copies of the proposal documents shall be in Microsoft Word and Excel formats. PDF documents should only be submitted for original documents that are not available in Word or Excel formats.

C. Hard Copy Submission:

Additionally, respondents must submit one (1) signed original and 4 copies of the signed statement of qualifications. Hard copies of the proposal shall be mailed or delivered to:

Attn : Briana Downey
Valley of the Moon Children's Center
112 Children's Circle
Santa Rosa, CA 95409

D. Statement of Qualifications Format and Contents:

For ease of review and to facilitate evaluation, the SOQs for this project should be organized and presented in the order requested as follows:

1. Signed Cover Sheet:

Please complete and submit Attachment A.

2. Qualifications or Application:

- a. Include a resume(s) detailing your professional qualifications and education.
- b. Provide specific information in this section concerning the organization's or individual's experience in the provision of each of the services specified in this RFQ; specifically stakeholder feedback, research & program design, practical applications of research-based practices.
- c. Describe your experience employing analytical methods in evaluating programs, strategic planning and program design. Include your approach in communicating these ideas to your customer. Provide a sample report narrative that demonstrates your approach.

- d. Provide an example of your approach to engaging key stakeholders through a focus group or community meeting process.
- e. Provide your hourly/daily consultancy rate.
- f. Provide three references.
- g. Knowledge of California's child welfare system is desirable.

3. Debarment/Disqualification:

Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

E. General Instructions:

To receive consideration, statements shall be made in accordance with the following general instructions:

- a. The signature of all persons signing the SOQ shall be in long hand. The completed SOQ shall be without alterations or erasures.
- b. No oral or telephonic SOQs will be considered.
- c. The submission of an SOQ shall be an indication that the organization has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFQ.

IX. Insurance

The respondent will be required to maintain insurance as described in "Exhibit C" of the attached sample Agreement for Professional Services found in Attachment B. Securing this insurance will be a condition of entering into any contract resulting from this RFQ.

X. Questions Regarding this RFQ

Respondents will be required to submit all questions before the close of business December 30, 2015 in order for staff to prepare written responses. Written answers will be shared with all potential respondents. Questions are best received when sent via e-mail directly to Briana Downey at bdowney@schsd.org. Questions will not be accepted by phone.

XI. Corrections and Addenda

- A. If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the respondent shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.
- B. If a respondent fails to notify the contact person prior to the date fixed for submission of statements of a known error in the RFQ, or an error that reasonably should have been known, the respondent shall submit a statement at their own risk, and if the respondent is awarded an agreement they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

- C. Addenda issued by the County interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the statement. Any oral communication by the County's designated contact person or any other County staff member concerning this RFQ is not binding on the County and shall in no way modify this RFQ or any obligations arising thereunder.

XII. Selection Process

- A. All submissions shall be reviewed on a pass/fail basis based on conditions as stated below. Only those passing both conditions shall be further evaluated and eligible for a contract for the services described in the RFQ.
 - 1. The submission was received by the closing time and date. Submissions received after the due date/time will not be considered.
 - 2. Respondent is legally capable of entering into a contract for services with the County of Sonoma and have certified as such on the submitted SOQ.
- B. All SOQs received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the respondents.
- C. Upon completion of the application review process, a qualified Consultant will be chosen. Recommendations for funding will be forwarded to the HSD Director who will make recommendations to the Sonoma County Board of Supervisors for approval and authority to execute an agreement.
- D. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a statement which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a statement who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the statement.

XIII. Other Considerations

- A. The County Department Head or Purchasing Agent reserves the right, in their sole discretion, to reject any and all statements and to waive informalities and minor irregularities in any statements received at any time before the approval of an award. Failure to furnish all information requested or to follow the format requested herein may disqualify the respondent, which is in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a SOQ may also be sufficient cause for a statement's rejection.
- B. The County may, during the evaluation process, request from any respondent additional information which the County deems necessary to determine the respondent's ability to perform the required services. If such information is requested, the respondent shall be permitted three (3) working days to submit this information.
- C. An error in the statement may cause the rejection of that statement; however, the County may, in its sole discretion, retain the statement and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the

statement to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the respondent's intent is clearly established based on review of the complete statement submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a respondent on any item in a statement that County believes to be in error.

- D. The County reserves the right to select the consultant which in its sole judgment best meets the needs of the County.
- E. All individuals and organizations responding to this RFQ will be notified of their selection or non-selection in writing after the evaluation committee has completed the selection process.
- F. The Purchasing Agent is not bound to approve any agreement with the recommended individual or organization(s).
- G. More information about the County's purchasing policies can be found at:
<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

XIV. Schedule

The following schedule is subject to change without notice. Except as provided below, changes will only be made by written amendment to this Request for Qualifications, which amendment shall be issued to all parties by the Department issuing this RFQ.

Date	Event
December 23, 2015	Release Request for Qualifications
January 11, 2016	Deadline for Respondents' Questions
January 18, 2016	County's Response to Questions provided
February 2, 2016	Statement of Qualifications Due
February 4-10, 2016	Statements Evaluated by County
February 15-16, 2016	Interviews Conducted (if needed)
February 17, 2016	Consultant Selected
April 5, 2016	Tentative Board of Supervisors Action (subject to delay without notice)
April 11, 2016	Services Begin

XV. Rules and Regulations

- A. The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of statements.

- B. Sonoma County reserves the right to reject any or all statements or portions thereof if the County determines that it is in the best interest of the County to do so.
- C. The County may waive any deviation in a statement. The County's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful respondent from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all statements, or to waive any defect or irregularity in a statement. The County further reserves the right to award the agreement to the respondent or respondents that, in the County's judgment, best serves the needs of Sonoma County.
- D. All respondents submit their statements to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation) or the Board of Supervisors.
- E. Upon submission, all statements shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all statements shall be deemed public record. In the event that a respondent desires to claim portions of its statement exempt from disclosure, it is incumbent upon the respondent to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the statement in order to facilitate public inspection of the non-confidential portion of the statement. The County will consider a respondent's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a respondent that the entire statement, or large portions, is exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- F. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the statements. Respondents are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Respondents are advised that the County does not wish to receive confidential or proprietary information and those respondents are not to supply such information except when it is absolutely necessary. If any information or materials in any statement submitted are labeled confidential or proprietary, the statement shall include the following clause:

[Legal name of respondent] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this statement that *[legal name of respondent]* has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

- G. The County shall not be liable for any precontractual expenses incurred by the respondent or selected organization. The County shall be held harmless and free from any and all

liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

- H. Respondents may not take exception or make material alterations to any requirement of the RFQ. Alternatives may be submitted as separate statements and so noted on the cover of the statement. The County reserves the right to consider such alternative statements, and to award an agreement based thereon if it is determined to be in the County's best interest and such statement satisfies all minimum qualifications specified in the RFQ. Please indicate in the cover letter that the statement offers an alternative to the RFQ.
- I. Any party submitting a statement or a party representing a respondent shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a statement. Any party attempting to influence the RFQ process through ex-parte contact may be subject to rejection of their statement.

XVI. Form of Agreement

- A. No agreement with the County shall have any effect until it has been signed by all parties.
- B. A sample of the agreement can be found in Attachment B.

Respondents must be willing to provide the required insurance and accept the terms of this sample agreement.

- C. Statements of Qualifications submitted shall include a statement that (i) the respondent has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the respondent except as noted specifically in the statement. A respondent taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the respondent. Please note that any exceptions or changes requested to the agreement may constitute grounds to reject the statement.
 - 1. Failure to address exceptions to the sample agreement in your statement will be construed as acceptance of all terms and conditions contained therein.
 - 2. Submission of additional agreement exceptions after the statement submission deadline may result in rejection of the consultant's submission.

XVII. Withdrawal and Submission of Modified Statement

A respondent may withdraw a statement at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the respondent or his/her authorized agent. The respondent must, in person, retrieve the entire sealed submission package. Another statement may be submitted prior to the deadline. A statement may not be changed after the designated deadline for submission of statements.

XVIII. Protest Process

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>

XIX. Attachments:

Attachment A: Statement of Qualifications Cover Sheet

Attachment B: Sample Agreement for Professional Services
(with Exhibit C: Insurance Requirements)

COUNTY OF SONOMA
Human Services Department
CONSULTATION SERVICES
REQUEST FOR QUALIFICATIONS (RFQ)
Statement of Qualifications Cover Sheet

Individual/Agency Name: _____

Legal Name of Agency: _____

Agency State Employer ID#: _____

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ public ☐ private

Mailing Address: _____

E-Mail Address: _____

Telephone Number: _____

Primary Contact Person: _____

CERTIFICATION

To the best of my knowledge and belief, all information in this proposal is true and correct and I am authorized to sign agreements with the County. The document has been duly authorized by the Governing body of the Proposer and the Proposer will comply with all of the requirements of the RFQ if an agreement is awarded.

Typed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Attachment B: Sample Agreement for Professional Services

<LEGAL NAME OF CONTRACTOR>

Agreement to Provide

Agreement Number:

Funding Amount:

Term:

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of effective date ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and *legal name of contractor* (hereinafter "Contractor").

XX. RECITALS

WHEREAS, Contractor represents that it is a duly qualified _____, experienced in _____ and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Contractor for _____,

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

XXI. AGREEMENT

1. Scope of Services.

1.1. Contract Documents: The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

☒ **Exhibit A:**
Scope of Work

☐ Exhibit D:
Assurance of Compliance

☐ Exhibit G:
Media Communications

☐ Exhibit J:
Adverse Actions / Complaint
Procedures

☒ **Exhibit B:**
Fiscal Provisions / Budget

☐ Exhibit E:
Workforce Investment Act (WIA)

☐ Exhibit H:
Content Online Accessibility

☒ **Exhibit C:**
Insurance Requirements

☐ Exhibit F:
Professional Licensure

☐ Exhibit I:
Software-Computer Purchase
Online Accessibility

1.2. Contractor's Specified Services.

Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, 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.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor 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 Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor'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 Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor 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.

1.5. Assigned Personnel.

1.5.1. Contractor 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 Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. 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. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

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

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a **time and material/expense OR fee for service OR cost reimbursement** basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Amount in Dollars (\$«Amount»), without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Director of the Human Services Department. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. 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.

2.1 Overpayment. 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.

2.2 Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1 If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 00/00/0000 to 00/00/0000 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 five (5) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor 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 Contractor written notice of such termination, stating the reason for termination.

4.3 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

4.4 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.17 (Ownership and Disclosure of Work Product) and 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.

4.5 Payment Upon Termination. Upon termination of this Agreement by County, Contractor 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 Agreement as the services satisfactorily rendered hereunder by Contractor 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, Contractor 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; and further 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 Contractor.

4.6 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 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.

5. Indemnification.

Contractor 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 Contractor, that arise out of, pertain to,

or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor'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 Contractor's expense, subject to Contractor'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 Contractor 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, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor'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 Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor 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. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. 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 Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, 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. Contractor 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor 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. Contractor 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 Contractor becomes debarred, Contractor has the obligation to inform the County

9.5. Taxes. Contractor 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. Contractor 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 Contractor'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, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor 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. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1 Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2 In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, 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, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and participants, and review of all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. Conflict of Interest. Contractor 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. Contractor 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, Contractor 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 Contractor's or such other person's financial interests.

9.9. Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor 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.

9.10.1. Contractor 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.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. AIDS Discrimination. Contractor 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.

9.12. Confidentiality. Contractor agrees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the Department of Social Services Manual on Policy and Procedures, to assure that: 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.

9.12.1 Contractor shall protect from unauthorized disclosure names and other identifying Contract information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the client, any such information to anyone other than the County without prior written authorization from the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or photograph.

9.12.2. 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.

9.12.3. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this paragraph may be guilty of a misdemeanor.

9.12.4 Contractor understands and agrees that this provision shall survive any termination or expiration of this Agreement.

9.13. 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.

9.13.1. Contractor 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 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. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor 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 phones and other handheld computing devices with data storage capability.

9.13.3. Contractor 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.

9.13.4. Upon expiration or termination of this agreement, Contractor 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.

9.13.5. 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.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Facilities. Contractor warrants that all of the Contractor'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.

9.16. Assignment of Rights. Contractor 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 Contractor in connection with this Agreement. Contractor 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. Contractor'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. Contractor 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.

9.17. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

10. 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.

11. 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.

12. 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, Human Services Department
3600 Westwind Blvd.
Santa Rosa CA 95403

TO CONTRACTOR:

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.

13. Miscellaneous Provisions.

13.1. 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.

13.2. 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. Contractor 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. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONTRACTOR:

COUNTY OF SONOMA:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jerald C. Dunn
Title: Director, Human Services
Department
Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: _____
Name: Name
Title: Title

APPROVED AS TO FORM FOR COUNTY:

☐ EXEMPT FROM COUNTY COUNSEL REVIEW

By: _____
County Counsel

☐ CERTIFICATES OF INSURANCE ON FILE WITH
COUNTY

☐ INSURANCE REQUIREMENT CHANGES
APPROVED BY RISK MANAGEMENT

By: _____

Exhibit A: Scope of Work

SAMPLE

Exhibit B: Fiscal Provisions/Budget

SAMPLE

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.

XXII. 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.

XXIII. 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 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 \$25,000 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. **County of Sonoma, its Officers, Agents, and Employees** shall be additional insureds for

Template #5 - Consulting & Professional Services - Professional Liability Insurance Required - Corporations, Partnerships, Limited Liability Companies & Other Organizations

Ver. 07/01/14

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:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

XXIV. 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 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.

XXV. 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 \$25,000 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.

XXVI. 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.

XXVII. Documentation

- a. The Certificate of Insurance must include the following reference:

b. 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.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees

Attn: Contracts Unit

2227 Capricorn Way Suite 100

Santa Rosa, CA 95407.

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. 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.

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

XXVIII. Policy Obligations

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

XXIX. 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