



Contract Number

SAP Number

Human Resources Department

Department Contract Representative	<u>Human Resources Benefits Chief</u>
Telephone Number	<u>(909) 387-5787</u>
Contractor	<u>Minnesota Life Insurance Company</u>
Contractor Representative	<u>Randi Jones</u>
Telephone Number	<u>(323) 877-8371</u>
Contract Term	<u>07/20/2024-7/20/2029</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>7200008688</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is entered into as of July 20, 2024 between Minnesota Life Insurance Company, a Securian Company (hereinafter referred to as "Contractor") and San Bernardino County (hereinafter referred to as "County").

WHEREAS, San Bernardino County (County) desires to designate a contractor to provide professional services in the area of basic term life insurance; supplemental term life insurance; accidental death and dismemberment insurance; and group universal life insurance for Elected Officials and the Exempt Employee Group ("Services"); and

WHEREAS, the County conducted a competitive process to find Contractor to provide these services, and

WHEREAS, the County finds Contractor qualified to provide professional services in the area of basic term life insurance; supplemental term life insurance; accidental death and dismemberment insurance; and group universal life insurance for Elected Officials and the Exempt Employee Group; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1 The Board.** The Board of Supervisors for San Bernardino County is the policy making body of the County and is responsible for the review and approval of all service contracts and/or contracts with the County
- A.2 Contractor.** The contractor selected by the County to provide basic term life insurance, supplemental life insurance, accidental death and dismemberment, and group universal life insurance benefits.
- A.3 County.** San Bernardino County is a local governmental agency in Southern California with more than 20,000 square miles. Los Angeles County borders the County on its west end, Riverside County borders the County on its south end, Nevada and Arizona border the County on its east end, and Nevada borders the County on its north end. The County is the largest county geographically in the United States. It has a population of approximately 2 million residents, an annual budget of approximately 9.8 billion dollars, and has approximately 22,000 employees on payroll with nearly 19,500 provided employee benefits.
- A.4 Employee Benefits and Services Division (EBSD).** A division of the County's Human Resources Department responsible for the design, implementation, and ongoing administration of the County's various employee benefit plans and programs.
- A.5 Employee Benefits Advisory Committee (EBAC).** A labor/management committee charged with the responsibility to review and recommend new and/or changes to current employee benefit plans and programs. The Committee was established in 1995 by an agreement between labor and management for the purpose of improving their negotiations for employee benefit plans and programs.
- A.6 Human Resources (HR) Department.** The County's HR Department is comprised of various divisions and sections that provide a wide array of personnel and employee services to County departments and agencies. The HR Director reports directly to the Chief Executive Officer (CEO).

B. CONTRACTOR RESPONSIBILITIES

- B.1** Contractor guarantees all rates through July 20, 2029 and rates cannot be adjusted mid-contract unless otherwise mutually agreed to.
- B.2** All rates must **exclude commissions**.
- B.3** Contractor agrees to underwrite the takeover of this program for any who enroll on a no-loss/no-gain basis for all employees and dependents, and employees on leave of absence. Any actively-at-work and evidence of insurability requirements must be waived, as well as any pre-existing condition limitations that may apply, to any person covered as of July 26, 2024.
- B.4** Contractor accepts the current enrollment or participation levels under all life, accidental death and dismemberment, and group universal life plans.
- B.5** Contractor will allow this plan to be offered at the contracted rates to future County business and County affiliated units or districts with the same rates and cost structure, if mutually agreed upon by the Contractor and any other County business or County affiliated units or districts.
- B.6** Contractor agrees to support the County in administrative process including the followings:
 - B.6.1** Contractor will communicate and collect required documents from beneficiary(ies) that are collected and maintained by County. Beneficiary (ies) will directly contact Contractor for questions and/or status update.

B.6.2 Contractor will contact terminated employees about the portability and/or conversion options by using the termination list provided by the County bi-weekly.

B.6.3 County will notify the Contractor at the employee's 4-month disability mark, providing coverage verification via eClaim. The Contractor will then contact the employees directly about confirming the disability for the Wavier of Premium benefit.

B.6.4 Contractor will contact and follow up with employee about Evidence of Insurability (EOI) process by using the EOI list provided by the County bi-weekly.

- B.7** Renewal notice must be given at least 180 days in advance of the renewal date. Any termination of coverage (other than for non-payment of premium) can be effective no earlier than 180 days after written notice, and only after the end of any rate guarantee period (in other words, Contractor cannot attempt to terminate any contract until the end of the rate guarantee period).
- B.8** Both parties must maintain full and accurate records with respect to all matters and services provided to the County.
- B.9** Contractor is responsible for processing life insurance, accidental death and dismemberment, and group universal life claims, waiver of premium, conversion/portability approvals, evidence of insurability decisions, and any other customer service transactions, accurately and expeditiously and in accordance with the insurance policies issued to the County, as may be subsequently modified when agreed upon by both parties. Such policies shall be deemed a part of this Contract. Notwithstanding anything to the contrary, the provisions of the group insurance policies issued by Contractor to the County shall govern the matters covered therein.
- B.10** Contractor will accept via electronic file a benefit enrollment file for all enrollees with PGP encryption or provide access to an employer portal which allows the County to add members to eligibility system.
- B.11** Contractor agrees to accept the file in the format as determined by the County. Contractor must be able to make up for missed deductions for the supplemental life insurance participants through payroll deduction file. All inbound and outbound files will be in the County's preferred file format/layout.
- B.12** Contractor will provide quarterly reports of claims and underwriting broken down by type of benefits, members, spouses and dependents.
- B.13** Contractor will complete and submit on an annual basis, an Executive Summary Analysis, Dashboard, and Action Plan for use in evaluating the effectiveness of County's life insurance programs.
- B.14** Contractor agrees to be available to present to the Board as requested by the County.
- B.15** Contractor will establish an account management and service team for the County that emphasizes proactive regular contact and timely responses to administrative issues. During the entire term of the contract, the Contractor must maintain the following:
 - B.15.1** The Contractor shall have a local, knowledgeable staff available to answer inquiries from the County staff and the County employee-beneficiaries and dependent beneficiaries regarding:
 - a. the benefits provided by the Contractor;
 - b. the Contractor's benefit plans, forms, and procedures;
 - c. enrollment status;
 - d. premium costs;
 - e. claims and claim procedures; and

f. other matters pertaining to the benefit plans provided under the contract.

- B.15.2** An employee telephone service center to respond to telephone inquiries from participants, with staffing sufficient to manage the call volume of the employee participants and their dependents. The call center, with a toll-free line, shall be open and available between the hours of 7:30 A.M. to 6:00 P.M. (PST) Monday through Friday. The call center must record all calls and retain same for a minimum of one year from the date of the call.
- B.15.3** At its own expense, the Contractor shall draft, print, and regularly update written information that describes its benefit plan(s) in detail. Upon request, the written information and list shall be provided to the County's employee-beneficiaries and dependent-beneficiaries.
- B.16** Contractor agrees that there shall be no charge for history and take over data/reports to any subsequent contractor for all plans.
- B.17** Contractor provides full and accurate non-confidential electronic records, in a format usable by the County, of life and AD&D claims paid to any succeeding Contractor in the manner and format necessary to continue employee coverage at no additional charge to the County; provided, however, that prior to transferring any records the Contractor, County, and succeeding contractor shall enter into a confidentiality agreement.
- B.17.1** All reports shall be given to Benefits staff. All reports that the Contractor is required to give to the County under the contract shall be in form and substance reasonably satisfactory to the County. Upon advance notice, the County may require changes in the form of the reports or may request that the reports contain different or additional information.
- B.17.2** The Contractor shall provide monthly operation reports as requested by the County.
- B.17.3** The Contractor shall provide an annual plan performance report with the incurred and paid accounting report within 120 days after each contract year, as well as any recommendations to improve the plan design or plan administration. The report shall be provided in hard copy and electronically.
- B.17.4** Upon request, the Contractor shall provide to the County a report containing information on all claims received and/or processed by the Contractor during a specified period of time. Such a report shall be provided electronically.
- B.17.5** Upon reasonable advance notice, the County may request special reports on matters pertaining to the Contractor's benefit plans and/or the Provider's performance of the contract.
- B.17.6** Upon request prepare/present reports to staff, management, committees, and/or the Board.
- B.18** Upon the County's reasonable request and at Contractor's own expense, the Contractor shall provide staff and written informational materials for County's training sessions, benefits fairs, and informational meetings.
- B.19** Upon reasonable request and at no additional cost to the County, the Contractor shall provide information to the County necessary to update its eligibility and enrollment files, e.g., current addresses of employee-beneficiaries.
- B.20** The Contractor and its staff shall cooperate with, and provide timely information and assistance to the County employee-beneficiaries and dependent-beneficiaries who are applying for benefits.

- B.21** The Contractor shall provide a secure portal where employees may complete and submit Evidence of Insurability requests electronically in lieu of submitting paper forms.
- B.22** The Contractor must ensure County data is secure and proper protocol is in place to protect sensitive data from Cyber security breaches and other disasters, including staff training, offsite backup of data, and procedures and protocols in place when events occur.
- B.23** Contractor will have available a Business Continuity Plan that ensures in the event of a disaster, member data is secured and benefit support will be available to serve members.
- B.24** Contractor agrees to provide quarterly communications to employees regarding life insurance, Voluntary Accidental Death and Dismemberment, and Group Universal Life Insurance, and to provide assistance to County staff in drafting, preparing, and reviewing communication materials for their website, newsletters, and publications.
- B.25** The Contractor shall administer applicable portability and conversion plans and Contractor agrees the period of time to accept retroactive enrollments and corrections for portability and conversion plans shall not exceed 90 days from the date of the insured's termination.
- B.26** Contractor shall provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials.
- B.27** Contractor shall provide an online portal for the County to file claim and access information such as underwriting results, and billing information. Assist in the design, implementation and administration of the eligibility underwriting process in the carrier's portal.
- B.28** Contractor shall adhere to a set of agreed upon performance standards that places 2% of premium at risk for each year of the contract. Reporting for Performance Guarantees will be provided to the County by November 30th of each contract year for the prior reporting period. Performance Guarantees can be modified subject to mutual agreement during the renewal period each year.
- B.29** From time to time, the County may hold training sessions for its staff and/or other government personnel involved in County operations, e.g., the public employers' departmental human resource business partners. In addition, the County holds informational meetings at various places around the County for its employee-beneficiaries and dependent beneficiaries, e.g., periodic pre-retirement and retirement informational meetings for employees, "benefits fairs" and/or informational meetings for employees facing a reduction in force. Upon the County's request and at its own expense, the Provider shall provide staff and written informational materials for these training sessions, benefits fairs, and informational meetings.
- B.30** Contractor shall provide final contract to the County by no later than 50 days before the beginning of the contract's plan year effective dates, subject to any changes to be implemented by the County.
- B.31** Renewal notification and contractual amendments delivered to the County by March 1st of each year specified in the contract term subject to any changes required by the County. Satisfaction of this requirement will be subject to performance guarantees.
- B.32** Periodically provide reasonable access to a County-appointed auditor(s) to perform audits to determine accuracy of claims payments and appropriate grievance administration. Make the County whole financially for errors identified and, in the event errors are discovered that exceed industry standards, pay for the cost of such audit.
- B.33** Provide quarterly utilization reports broken down by plan of benefits, members, spouses and dependents and type of service.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

Notwithstanding anything to the contrary contained in this Agreement, Contractor and its affiliates ("Securian Enterprise") may disclose and use information obtained or created in the performance of this RFP and/or combine it with Securian Enterprise data for the following purposes: (a) acts that are required by applicable law, contract, or regulation, including, but not limited to (i) providing information to reinsurers and (ii) responding to subpoenas; and (b) acts taken for Securian Enterprise business management and risk management, including, but not limited to (i) macro-pricing studies, (ii) performing actuarial research, (iii) benchmarking, and (iv) publishing analytical research. To the extent possible, Securian Enterprise will use anonymized data for all the uses identified herein.

Contractor agrees to comply with the requirements of applicable federal and state law that applies to the information collected and maintained by Contractor for services performed pursuant to this agreement.

The Contractor shall guard the confidentiality of participant information. Access to participant information shall be limited by contractor to persons or agencies that require the information in order to perform their duties in accordance with the contract. Any other party shall be granted access to confidential information after compliance with the requirements of all federal, state and county laws pertaining to such access.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Human Resources Director and/or Benefits Chief or their designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of

this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Except as otherwise agreed to herein, Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items. Notwithstanding anything to the contrary herein, Contractor shall retain all right, title, and interest, including all intellectual property rights, to any drawings, written reports, or other works: (1) that were developed by Contractor prior to, or independent of its obligations contained in, this RFP (2) that are needed by Contractor to meet its obligations under its insurance policies and certificates, (3) that are developed by Contractor for the purpose of providing services to multiple customers, or (4) where the disclosure of or the transfer of such right, title, and interest in such drawings, written reports, or other works violates applicable privacy or other laws.

C.29 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.30 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in

accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.31 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.32 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.33 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.34 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.35 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

For purposes of this Agreement, "Subcontract" or "subcontract" shall mean any contract between Contractor and any person, firm, or company to specifically and exclusively perform one or more of Contractor's obligations explicitly set forth in this Agreement. The term "Subcontract" or "subcontract" does not include a contract between Contractor and another person, firm, or

company to provide services that are not specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in this Agreement, including the provision of any services used by Contractor across its portfolio of business.

"Subcontractor" or "subcontractor" shall mean any person, firm, or company that enters into a contract with Contractor specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in this Agreement. The term "Subcontractor" or "subcontractor" does not include any person, firm, or company utilized by Contractor to provide services that are not specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in this Agreement, including the provision of any services used by Contractor across its portfolio of business.

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

C.36 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C. 37 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports. The Contract shall terminate upon the termination of all underlying group insurance policies issued by Contractor to the County.

C.38 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.39 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.40 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their

positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.41 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.42 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.43 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials

or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. Notwithstanding anything to the contrary herein, Contractor shall retain all right, title, and interest, including all intellectual property rights, to any drawings, written reports, or other works: (1) that were developed by Contractor prior to, or independent of its obligations contained in, this RFP (2) that are needed by Contractor to meet its obligations under its insurance policies and certificates, (3) that are developed by Contractor for the purpose of providing services to multiple customers, or (4) where the disclosure of or the transfer of such right, title, and interest in such drawings, written reports, or other works violates applicable privacy or other laws.

C.44 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.45 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.46 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.47 Reserved

C.48 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

D. TERM OF CONTRACT

This Contract is effective as of July 20, 2024 and expires July 20, 2029 but may be terminated earlier in accordance with provisions of this Contract.

E. Reserved

F. FISCAL PROVISIONS

- F.1** The maximum amount of reimbursement/payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.2** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.3** Contractor shall accept self-billed invoicing from the County on a biweekly basis. Contractor agrees to a 60-day grace period before County payments are considered delinquent and a subsequent 30-day Notice of Intent to Terminate Contract once the 60-day grace period has exhausted (total 90 days). A Policy Grace Period of 90 days from the payment due date will be granted before County payments are considered delinquent.
- F.4** Group universal life insurance will be invoiced by contractor. Contractor agrees to a 60-day grace period before County payments are considered delinquent and a subsequent 30-day Notice of Intent to Terminate Contract once the 60-day grace period has exhausted (total 90 days). A Policy Grace Period of 90 days from the payment due date will be granted before County payments are considered delinquent.
- F.5** Contractor agrees that no prepayment of premiums or fees will be required at any time.
- F.6** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract. County acknowledges that Contractor is required to pay state premium taxes on insurance business it issues and that the state premium

tax obligations arising from the insurance business issued to County are reflected in the premium rates agreed to by the parties.

- F.7** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.8** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.9** Employees who do not meet the eligibility requirements to receive basic term life insurance can continue to be enrolled in the insurance. The employee is required to pay the premium. Notwithstanding the foregoing, an insured employee's coverage may be continued during sickness, injury, leave of absence or temporary layoff with no adjustment to the premium as governed by the Policy.
- F.10** Performance Guarantees are for each year of the contract, for the duration of the contract and rate guarantee period. Reporting for Performance Guarantees will be provided to the County by November 30th of each contract year for the prior reporting period. Performance Guarantees can be modified subject to mutual agreement during the renewal period each year.
- F.11** Contractor agrees that no penalty or interest will be charged for late payments.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. Notwithstanding the foregoing, Contractor's obligation in this Section G.1 will not apply to the extent that an allegation or claim arises out of the County's primary negligence, willful misconduct, breach of this Agreement, or violation of law.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and

Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- Premises operations and mobile equipment.
 - Products and completed operations.
 - Broad form property damage (including completed operations).
 - Explosion, collapse and underground hazards.
 - Personal injury.
 - Contractual liability.
 - \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County. Before providing any information under this Section, the parties shall agree on the disclosure or inspection process, including but not limited to the scope of the disclosure or inspection and any additional confidentiality and privacy provisions pertaining to the information to be obtained or disclosed, including any provisions required by law. Notwithstanding anything to the contrary, the Contractor shall not be required to disclose any information or data where such disclosure would violate confidentiality, privacy, or nondisclosure requirements of either federal or state law or any nondisclosure or confidentiality obligations to which the Contractor is subject.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Michael Bowers
Human Resources Department
San Bernardino County
175 W. 5th Street, First Floor
San Bernardino, CA 92415-0440
(909)387-5570; Facsimile (909) 387-5566*

*Minnesota Life Insurance Company,
A Securian Company
Attn: Vice President, Group Division
2nd Vice President
400 Robert Street North
St. Paul, MN 55101
GrpCompliance@securian.com*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

Attachments:

Attachment A – Rate Confirmation Letter
Attachment B – Group Term Life Insurance Policy
Attachment C – Accidental Death and Dismemberment Insurance Policy
Attachment D – Group Universal Life Insurance Policy
Attachment E – Employee Group Term Life Certificate of Insurance
Attachment F – Accidental Death and Dismemberment Certificate of Insurance
Attachment G – Performance Standards and Guarantees
Attachment H – Campaign Contribution Disclosure (SB 1439)

In the event of any inconsistency between the foregoing attachments, except Attachments B, C, D, E, and F, and this Contract, the provisions of this Contract shall govern. Notwithstanding the previous sentence, however, the indemnification and insurance requirements of this Contract specified in Section G (Indemnification and Insurance Requirements) will prevail over any inconsistent provisions in Attachments B, C, D, E, and F.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Minnesota Life Insurance Company

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Kyle Strese

Name _____
(Print or type name of person signing contract)

2nd Vice President – Group National
Title Account Underwriting

(Print or Type)

Dated: _____
400 Robert Street North

Address _____
St. Paul, MN 55101

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jose Mendoza, County Counsel

Date _____

Reviewed for Contract Compliance

►

Gina King, Assistant Director, Human Resources

Date _____

Reviewed/Approved by Department

►

Michael Bowers, Director, Human Resources

Date _____

