

**Administering Agency:** Nevada County

**Contract No.** \_\_\_\_\_

**Contract Description:** Life, Accidental Death & Dismemberment, Short Term Disability, Long Term Disability Insurance

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Nevada City, California, as of January 1, 2024, by and between the County of Nevada, ("County"), and ReliaStar Life Insurance Company("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A attached hereto.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. The amount of the contract shall not exceed \$280,000 for the contract period January 1, 2024 through December 31, 2025.
3. **Term and Termination** This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Relationship of Parties**

### **7.1 Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor

specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

**7.2 No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

8. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the Contractor and may not be transferred or assigned without the prior written notice to County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

9. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

10. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

11. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
12. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
  13. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
  14. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
  15. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
  16. **Financial, Statistical and Contract-Related Records:**
    - a. **Books and Records** Contractor shall maintain complete and accurate records related to the administration of services under this Agreement or other contractual arrangement between the parties. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later.
    - b. **Inspection** Upon thirty (30) days advance notice and no more than once annually, Contractor shall make its relevant records available to County, or any regulatory authority having jurisdiction over Contractor, related to this contract.
    - c. **Audit** Any audit by the aforesaid agencies will be limited to financial and administrative records directly related to the insurance policies issued by Contractor and will not include any employee personal health information or other information to which access is limited by applicable law, nor will it include any onsite audits.
  17. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
  18. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
  19. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such

person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.

20. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
21. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
22. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
23. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
24. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:  
Nevada County  
Human Resources Department

Attn: Krysta Malonson  
950 Maidu Avenue  
Nevada City, CA 95959

Phone: 530-265-7189

CONTRACTOR:  
Voya Financial - ReliaStar Life Insurance  
Company

Attn: Emily Spencer  
P.O. Box 20  
Minneapolis, MN 55440

Phone: 612-224-7428

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Honorable Hardy Bullock, Chair, of the Board of Supervisors

Attest: \_\_\_\_\_

Clerk of the Board of Supervisors, or designee

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

County Counsel

**CONTRACTOR:      Voya Financial – ReliaStar Insurance Company**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Mona Zielke

\* Title: President

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Melissa O'Donnell

\*Title: Secretary

***\*If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A. Schedule of Services and Attachment 1 Thereto
- B. Schedule of Charges and Payments
- C. Insurance Requirements

## Exhibit A

Contractor shall offer the following insurance services to eligible County employees subject to the administrative terms and conditions set forth below, and in accordance with the issued insurance policies.

### Section I. INSURANCE PROVISION

#### Basic Life and Accidental Death and Dismemberment (AD&D) Insurance

	Benefit Amount	Reduction Schedule
<b>All Active Full-Time Appointed &amp; Elected Department Heads or County Executive</b>		
Life and AD&D	2 times basic annual earnings rounded to the next higher \$1,000 to a maximum of \$500,000.	Benefit amount reduces to 67% at age 70 and to 33% at age 75. Coverage terminates at retirement unless retiree coverage is provided.

#### Confidential Unit, General Unit and Professional Unit, SMA, PPOA and DDA-DPD groups

Life and AD&D	A flat amount of \$50,000	Benefit amount reduces to 67% at age 70 and to 33% at age 75. Coverage terminates at retirement unless retiree coverage is provided.
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#### Basic Spouse and Children Life Insurance

	Option
Spouse	\$1,000
Children      Live birth to age 26	\$1,000

No Reductions. Coverage terminates at retirement unless retiree coverage is provided. Spouse and child coverage terminates when the spouse or child is no longer eligible.

#### Supplemental Life and Accidental Death and Dismemberment (AD&D) Insurance

	Benefit Amount	Reduction Schedule
<b>All Active Full-Time Appointed &amp; Elected Department Heads or County Executive and All Other Active Full-Time Employees</b>		
Life and AD&D	\$20,000 to a maximum of \$500,000 in \$10,000 increments, not to exceed 5 times basic annual earnings.	Benefit amount reduces to 67% at age 70 and to 33% at age 75. Coverage terminates at retirement unless retiree coverage is provided.

#### Supplemental Spouse Life Insurance

	Benefit Amount	Reduction Schedule
<b>All Active Full-Time Appointed &amp; Elected Department Heads or County Executive and All Other Active Full-Time Employees</b>		

Life	\$5,000 to a maximum of \$250,000 in \$5,000 increments, not to exceed 50% of the employee's Supplemental Life insurance amount.	Benefit amount reduces to 67% at age 70 and to 33% at age 75. Coverage terminates at employee retirement, or when the spouse is no longer eligible.
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**Supplemental Children Life Insurance**

	Benefit Amount	Reduction Schedule
<b>All Active Full-Time Appointed &amp; Elected Department Heads or County Executive and All Other Active Full-Time Employees</b>		
Children 6 months to age 26	Choice of \$1,000, \$5,000, or \$10,000	No Reductions. Child coverage terminates when the child is no longer eligible.

**Eligibility**

Classification	Eligibility Waiting Period	Eligibility Definition
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All Classes :The first of the month following 30 days.  
 20 Hours/Week Rider form numbers (may vary by state):  
 Spouse Life Insurance Rider form LR14GP-SPR-2  
 Children's Life Insurance Rider form #: LR14GP-CHR-2  
 Accidental Death & Dismemberment Rider form #: LR14GP-ADD-2  
 Accelerated Death Benefit Rider form #: LR14GP-ABR  
 Portability Rider form #: LR14GP-PTS-2  
 Waiver of Premium Rider form #: LR14GP-WOP-2  
 Continuation of Insurance Rider form #: LR14GP-CNT-2

Short Term Disability	Description
Employer Contribution	100%
Weekly Income Benefit	60%
Minimum Weekly Income Benefit	\$25
Maximum Weekly Income Benefit	\$1,500

Day Benefit Begins:	
Injury	8th day
Sickness	8th day
Maximum Benefit Period	26 weeks
First Day Hospital	Not included
24 hour/Non Occupational	Non occupational
Offset	applied
Pre-existing Exclusions	None
Eligibility	All active full-time benefits eligible Department Heads working 30 or more hours per week

	Class 1	Class 2
Class Description	Department Heads	CO And DPO
<b>Monthly Benefit</b>	60%	60%
<b>Maximum Monthly Benefit</b>	\$6,000	\$6,000
<b>Minimum Monthly Benefit</b>	> \$100 Or 15%	> \$100 Or 15%
<b>Elimination Period</b>	180 Days or to the end of accumulated sick leave, whichever is greater.	180 Days or to the end of accumulated sick leave, whichever is greater.
<b>Accumulation of EP</b>	2X EP	2X EP
<b>Maximum Duration</b>	SSNRA	SSNRA
<b>Definition of Disability</b>	2 Years own occupation, with Residual	2 Years own occupation, with Residual
<b>Requires Loss of Earnings/Duties</b>	And	And
<b>Return to Work Incentive</b>	12 Months	12 Months
<b>Social Security Integration</b>	Primary/Family	Primary/Family
<b>Pre-Existing Limit</b>	12-Mar	12-Mar
<b>Contributory</b>	No	No
<b>Mental Illness Limit</b>	24 Months	24 Months
<b>Alcoholism or Drug Abuse Limit</b>	24 Months	24 Months
<b>Survivor Benefit</b>	3 Months	3 Months
<b>Conversion</b>	No	No
<b>Vocational Rehabilitation Benefit</b>	5% To \$500	5% To \$500
<b>Definition of Earnings</b>	Base Salary	Base Salary



## Section II. ADMINISTRATIVE PROVISIONS

ReliaStar Life Insurance Company, Minneapolis, MN  
ReliaStar Life Insurance Company of New York, Woodbury, NY  
Members of the Voya® family of companies  
(the “Company”)

Policyholder Name (the “Policyholder”) County of Nevada

Policy Effective Date 08/01/2020

**Insurance Contracts.** The Company issues insurance policies and certificates based on your application and our state approved products (the “Policies”). Our obligations are determined solely by the terms of the policies we issue.

### EXCESS RISK COVERAGE

**Claim Administration.** Upon determination of a potential claim under the Policy, you will confirm employees’ eligibility for coverage and provide required eligibility and claim documentation to the Company, either directly or through your health claim administrator. The Company shall be responsible for all claim reviews, determinations and payments under the Policy.

**Confidentiality.** We will keep confidential all information provided to us by you or your health claims administrator in connection with the Policy, in compliance with applicable law. You authorize your health claims administrator, if any, to release to the Company information and data regarding claims paid to be used in connection with the Policy.

### GROUP ANNUAL TERM LIFE, PERSONAL ACCIDENT INSURANCE, DISABILITY, CRITICAL ILLNESS, ACCIDENT AND/OR HOSPITAL CONFINEMENT INDEMNITY COVERAGE

**Policy Administration.** Your group policy will be “Self-Administered”. This means that you or a third party that you engage will be responsible to maintain all enrollment, beneficiary, and billing records for the Policies (as applicable). The records you keep must provide the ability for you and/or your employees to:

- appropriately apply Policy limits and rules
- know how much coverage the employee has at all times
- provide the employee with the appropriate “Conversion” and/or “Portability” documentation (as applicable)
- set up any payroll deductions correctly
- pay premium to the insurance company with supporting documentation
- file a claim

The parties agree that the Policies will be self-administered by Policyholder and that the insurance charges reflect that arrangement.

**Communications.** All forms and other materials we provide to you must be presented to employees without alteration. Any benefit and eligibility descriptions you or your third-party service provider communicates to employees must be consistent with the materials and guidelines we provide to you. We will work carefully with you to make corrections in the case of any inadvertent error in communications. However, you are responsible for any costs incurred in correcting errors caused by incorrect data you provide to employees or to Company, including incorrect benefit descriptions and eligibility determinations.

**Evidence of Insurability.** If evidence of insurability is required in connection with an application for coverage under the terms of a Policy, you will apply the evidence of insurability rules appropriately, obtain the necessary forms from any applicant for such coverage and provide those forms to the Company.

**Claim Administration.** Upon receipt of notice of a potential claim under a Policy, you will confirm employees’ eligibility for coverage and provide required claim documentation at the Company’s request. The Company shall be responsible for all claim

reviews, determinations and payments.

**Certificates of Insurance and Summary Plan Description.** If you request that we provide Summary Plan Description(s) (“SPD”) for distribution to ERISA plan participants, we will provide the SPD using our standard language and format unless otherwise directed by you. If we agree to electronically post certificates of insurance and/or SPDs for access by your employees, you are responsible for assuring that each covered employee is informed how the documents can be accessed and that each employee has access or otherwise receives a copy(ies) of these documents. Any legal advice as to the style, format, content or distribution of the SPD or distribution of the certificate of insurance must be provided by your legal counsel. We are unable to provide legal advice to your plan and assume no responsibility for meeting ERISA’s disclosure requirements.

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## **GENERAL ADMINISTRATION – ALL PRODUCTS:**

**Record Keeping.** You agree to maintain accurate books and records documenting the administration of the Policies, including employee demographics, eligibility records, dependent data, coverage amounts, enrollment history, payroll deductions, benefit elections and beneficiary designations (as applicable). Such records must be maintained for a period of seven (7) years following termination of the Policies to which they relate. Upon reasonable notice, we shall have the right to review, inspect and audit, at our expense, the books, records, data files or other information maintained by you or your vendor related to the Policies.

**Transmission of Data.** You are responsible for the accuracy and security of data transmitted to us, including data transmitted by any third- party service provider you engage to assist in administration of your benefit plans. Each party will establish and maintain (1) administrative, technical and physical safeguards against the destruction, loss or alteration of data, and (2) appropriate security measures to protect data, which measures are consistent with all state and federal regulations relating to personal information security, including, without limitation, the Gramm-Leach-Bliley Act.

**Premium payment.** If you engage a third party to submit premium to us, we will not consider the premium paid until it is received in our Home Office.

**General terms.** This Agreement will remain in effect during the duration of the Policy and will terminate automatically upon termination of all Policies. This Agreement may be amended only in writing signed by both parties. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Policy, the terms of the Policy shall control.

**Governing law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, without regard to principles of conflict of laws, by the law of the state where the Policy is issued.

**Indemnity.** Each party shall indemnify and hold the other harmless against any and all losses, claims, damages, costs or expenses (including reasonable attorneys’ fees) which the indemnified party may become obligated to pay resulting from 1) the indemnifying party’s error or omission in performing obligations under this Agreement, except to the extent that the indemnified party has caused or significantly contributed to such error or omission, and 2) any breach by the indemnifying party of any of its obligations under this Agreement regardless of whether such breach is either willful or negligent.

**EXHIBIT B**

**SCHEDULE OF CHARGES AND PAYMENTS**

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Monthly Payment Schedule:

<b>Coverage</b>		<b>Rate</b>
Basic Life		\$0.095/\$1,000
Basic AD&D		\$0.015/\$1,000
Basic Life Spouse and Children		\$0.38/unit
Supplemental Life Insurance		
Age	Employee/\$1,000	Spouse/\$1,000
Under 20	\$0.056	\$0.068
20-24	\$0.056	\$0.068
25-29	\$0.068	\$0.082
30-34	\$0.088	\$0.100
35-39	\$0.116	\$0.134
40-44	\$0.184	\$0.202
45-49	\$0.270	\$0.312
50-54	\$0.500	\$0.566
55-59	\$0.938	\$1.050
60-64	\$1.380	\$1.560
65-69	\$2.322	\$2.578
70-74	\$4.194	\$4.752
75+ \$	\$15.042	\$16.224
EE AD&D Supplemental Life Insurance		\$0.03/\$1,000
Child Supplemental Life Insurance		\$0.18/\$1,000
Employee Short Term Disability		\$.09/\$10 weekly benefit
Employee Long Term Disability		\$.34/\$100 Covered Payroll

### Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Nevada County Auditor Controller  
Attn: Patrick Cotton  
950 Maidu Avenue  
Nevada City, CA 95959

### Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iii) **Professional Liability** (Errors and Omissions) Insurance covering financial malpractice and information privacy coverage with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

**(Cyber Liability** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. **Technology Professional Liability Errors and Omissions Insurance** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- i. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:
- ii. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor.
- iii. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any

insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (v) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vi) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (vii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract

effective date, the Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

- (viii) **Verification of Coverage** Upon request, Contractor shall furnish the County with copies of the Certificates of Insurance evidencing coverage required by this clause. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.
- (ix) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- (x) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xi) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.
- (xii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiii) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xiv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which materially amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

**SUMMARY OF CONTRACT**

**VOYA FINANCIAL – RELIASTAR LIFE INSURANCE COMPANY**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

**PROVIDE LIFE AND ADD, LONG TERM DISABILITY AND SHORT DISABILITY INSURANCE**

**SUMMARY OF MATERIAL TERMS**

This contract does not have a specific dollar amount as the county pays for Basic Life insurance for employees and dependents and LTD and STD for specified employee groups per Bargaining Units. This amount is billed to each department budget and fluctuates based on the number of employees and dependents insured. The County also remits premiums on behalf of employees for supplemental life and accidental death and dismemberment.

**Contract Beginning Date:** 1/1/2024 **Contract Termination Date:** 12/31/2025

**INSURANCE POLICIES**

Designate all required policies:		Req'd
<b>Commercial General Liability</b>	(\$2,000,000)	<u>X</u>
<b>Special Event Liability</b>	(\$1,000,000)	<u>X</u>
<b>Worker's Compensation</b>	(Statutory Limits)	<u>X</u>
<b>Professional Errors and Omissions</b>	(\$2,000,000)	<u>X</u>

**LICENSES AND PREVAILING WAGES**

Designate all required licenses:

**NOTICE & IDENTIFICATION**

**Contractor:**  
VOYA Financial  
ReliaStar Life Insurance Company  
7545 Irvine Center Dr. Ste. 200 Rm 219  
Irvine, CA 92618

**County of Nevada:**  
Human Resources  
950 Maidu Avenue  
Nevada City, CA 95959

Contact Person: Emily Spencer  
( 612 ) 224-7428  
e-mail: emily.spencer@voya.com

Contact Person: Krysta Malonson  
( 530 ) 265-7189  
e-mail: krysta.malonson@nevadacountyca.gov

**Contractor is a:** (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input checked="" type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Individ.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**EDD:** Independent Contractor Worksheet Required:  Yes  No

**ATTACHMENTS**

Designate all required attachments:		Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)		<u>X</u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)		<u>X</u>
<b>Exhibit C: Insurance Requirements</b> (Required by Contractor)		<u>X</u>