

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2025, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and St. Joseph Health Northern California LLC dba Providence Santa Rosa Memorial Hospital (hereinafter "Hospital"), which maintains an acute-care hospital located in Santa Rosa, California.

R E C I T A L S

WHEREAS, County has established an Emergency Medical Services (EMS) system pursuant to Division 2.5 of the California Health and Safety Code ("Health and Safety Code") and has designated the Sonoma County Department of Health Services, Public Health Division as the local Emergency Medical Services Agency (hereinafter "EMS Agency") pursuant to Health and Safety Code; and

WHEREAS, EMS Agency wishes to assure the highest quality of care by directing ST Elevation Myocardial Infarction (STEMI) patients to facilities qualified to meet STEMI Receiving Center standards; and

WHEREAS, EMS Agency has implemented a Comprehensive Cardiac Care System; and,

WHEREAS, EMS Agency has designated Hospital as a STEMI Receiving Center pursuant to Health and Safety Code and the Emergency Medical Services System Plan approved by the California EMS Authority; and

WHEREAS, Hospital is willing to accept its designation as a STEMI Receiving Center; and

WHEREAS, Hospital by virtue of the parties' execution of this Agreement, will be designated by EMS Agency as a STEMI Receiving Center under the terms of the Agreement;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein, both County and Hospital do hereby expressly agree as follows:

1. Definitions

For the purposes of this agreement:

1.1. "STEMI Patient" means a person evaluated by prehospital, physician, nursing, or other clinical personnel according to the policies and procedures established by EMS Agency, as may be amended from time to time, and been found to require STEMI Receiving Center Services.

1.2. "STEMI Care System" means an integrated prehospital and hospital program that is intended to direct patients with field-identified ST Segment Elevation Myocardial Infarction directly to hospitals with specialized capabilities to promptly treat these patients.

1.3. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which at a minimum meet STEMI Receiving Center Standards.

1.4. "STEMI Receiving Center Standards" means the standards applicable to STEMI Receiving Centers set forth in EMS Agency policies and procedures, as may be amended from time to time.

2. Term of Agreement

The term of this agreement shall be July, 1, 2025 to June 30, 2035. The term will cover the following fiscal years: 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034 and 2034-2035. Each fiscal year is recognized as commencing July 1 and ending June 30. This agreement shall expire at 11:59 p.m. on June 30, 2035, unless otherwise extended or unless terminated earlier in accordance with the provisions of Section 8 (Termination).

3. Payment

3.1. Initial Designation Process Fee

Hospital shall reimburse County for reasonable costs incurred as a result of designating and regulating Hospital as a STEMI Receiving Center in accordance with the Emergency Medical Services Act, Health and Safety Code as set forth below. The first fiscal-year Hospital fee, based on the anticipated reasonable costs of regulating the STEMI Receiving Center, shall be \$32,000.

3.2. Annual Hospital Costs

For each consecutive fiscal year during the term of this Agreement, Hospital shall issue payment to County in the amount of the previous years fiscal year plus 3%, or Bay Area Consumer Price Index, whichever is greater.

3.3. Payment of Fees

County shall submit an invoice to Hospital once each fiscal year, normally in April. The invoiced fee is payable within 30 days of receipt of invoice. At its discretion, County may suspend Hospital's designation whenever payment of a fee is more than 10 days overdue, and may revoke Hospital's designation whenever the payment of a fee is more than 90 days overdue.

4. Scope of Hospital Services

4.1. Hospital shall provide STEMI Receiving Center Services to any STEMI patient that comes to the emergency department of Hospital, regardless of the STEMI patient's ability to pay physician fees and/or hospital costs. For purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder. Hospital acknowledges that EMS Agency makes no representation and does not guarantee that STEMI patients will be delivered or diverted to Hospital for care, and cannot assure that a minimum number of STEMI patients will be delivered to Hospital during the term of this Agreement.

4.2. Any transfer of a STEMI patient by Hospital must be in accordance with EMTALA.

4.3. Hospital shall comply with Health and Safety Code and STEMI Receiving Center Standards set forth in EMS Agency policy and procedures. Hospital shall monitor compliance with STEMI Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to EMS Agency upon request.

4.4. Hospital shall maintain an adequate number of physicians, surgeons, nurses, and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances.

4.5. Hospital shall provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement.

4.6. Hospital shall notify EMS Agency, in writing, within 24 hours of any failure to meet STEMI Receiving Center Standards, and take corrective action within a reasonable period of time to correct the failure.

4.7. Hospital shall immediately notify EMS Agency of any circumstances that will prevent Hospital from providing STEMI Receiving Center Services.

4.8. Hospital shall comply with any EMS Agency plan of correction, regarding any identified failure to meet STEMI Receiving Center Standards, within the timeframes established by EMS Agency.

4.9. Hospital shall actively and cooperatively participate as a member of the STEMI Advisory Committee and such other related committees that may, from time to time, be named and organized by EMS Agency.

4.10. Hospital shall maintain and submit STEMI data to EMS Agency on a regular basis, as requested by EMS Agency. Hospital shall, at a minimum, collect and maintain the data specified by EMS Agency.

5. Obligations of EMS Agency

5.1. EMS Agency shall meet and consult with Hospital prior to the adoption of any policies or procedure that concern the administration of the STEMI Care System, or the triage, transport, and treatment of STEMI patients.

5.2. EMS Agency will provide prehospital data related to STEMI care.

5.3. EMS Agency will strive to optimize the overall effectiveness of the STEMI Care System and employ continuous quality improvement strategies and collaboration with stakeholders.

6. Administration

The EMS Agency Director or designee shall administer this Agreement on behalf of EMS Agency. EMS Agency shall audit and inspect records, monitor Hospital's services, and provide technical guidance as required. Hospital's Chief Executive Officer or designee shall administer this Agreement on behalf of Hospital.

7. On-Site Review

EMS Agency shall have the right at all times to monitor, assess, or evaluate Hospital's performance as a STEMI Receiving Center. Such monitoring, assessments, or evaluations may include, without limitation, audits and inspections of premises, reports, patient records, and interviews of staff and participants, all to the maximum extent permitted by law. At any time during the term of designation, EMS Agency may, at its discretion, conduct an on-site review of all records and materials related to Hospital's operation of the STEMI Receiving Center to

evaluate the effectiveness of the center in providing care in compliance with the terms and conditions of this Agreement.

8. Termination

8.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement immediately 30 days written notice to Hospital. Hospital may terminate this agreement at any time and for any reason by serving written notice upon the other party at least 90 days prior to the effective date of such termination.

8.2. Termination for Cause

County may terminate this Agreement upon written notice to Hospital, subject to Hospital's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events as determined by EMS Agency:

- Any material breach of this Agreement by Hospital
- Any violation by Hospital of any applicable laws, regulations, or local ordinances
- Any failure to provide timely surgical and non-surgical physician coverage for STEMI patients, causing unnecessary risk of mortality and/or morbidity for the STEMI patient
- Submission by Hospital to EMS Agency of reports or information that Hospital knows or should know is incorrect in any material respect
- Any failure by Hospital to comply with STEMI Receiving Center Standards
- Loss or suspension of licensure as an acute-care hospital or loss or suspension of any existing or future special permits issued by State or Federal agencies necessary for the provision of the services provided by Hospital under the terms of this Agreement
- Any failure to comply with a plan of correction imposed by EMS Agency
- Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of Hospital which cause or contribute to Hospital's diversion of ambulances transporting STEMI patients intended for Hospital
- Repeated failure to submit specified reports, STEMI data, or other information required under this Agreement

8.3. Opportunity to Cure

Prior to the exercise of County's right to terminate for cause, County shall give Hospital at least 30 days' written notice (hereinafter "Correction Period"), specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. County may shorten the Correction Period to no less than 7 days if County determines that Hospital's action or inaction has seriously threatened, or will seriously threaten public health and safety. If Hospital has not remedied each deficiency prior to the end of the Correction Period to the

satisfaction of County, or County has not approved a plan of correction within the Correction Period, County may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination. No opportunity to cure is required prior to County's termination of this Agreement for failure by Hospital to complete any plan of correction imposed by County.

8.4. Obligations After Termination

The following sections shall remain in full force and effect after termination of this Agreement: (1) Article 10 (Records Maintenance); (2) Article 12 (Right to Audit, Inspect, and Copy Records); (3) Article 14 (Indemnification); (4) Article 23 (Confidentiality); and (5) Section 28.5 (Applicable Law and Forum).

8.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

9. Financial Responsibility

County and EMS Agency shall not be liable for any costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under this Agreement.

10. Records Maintenance

Hospital shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, and shall make such documents and records available to EMS Agency for inspection at any reasonable time. Hospital shall maintain such records for a period of 7 years following completion of work hereunder.

11. Ownership of Information

Patient statistical information furnished to EMS Agency pursuant to this Agreement shall be the property of EMS Agency.

12. Right to Audit, Inspect, and Copy Records

Hospital agrees to permit EMS Agency and any authorized State or Federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Hospital under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Hospital shall supply copies of any and all such records to EMS Agency. In those situations required by applicable law(s), Hospital agrees to obtain necessary releases to permit EMS Agency, governmental agencies, or accrediting agencies to access patient medical records.

13. Data and Reports

Hospital shall submit reports as requested by EMS Agency in a format to be determined by the Agency from time to time. The timely submission of these reports is a material condition of ongoing STEMI Receiving Center designation, and material or repeated failure to meet specified

deadlines may be grounds for suspension or revocation of the STEMI Receiving Center designation, at EMS Agency's discretion.

14. Indemnification

Hospital agrees to accept all responsibility for loss or damage to any person or entity, including County and EMS Agency, and to indemnify, hold harmless, and release County and EMS Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Hospital, that arise out of, pertain to, or relate to Hospital's performance or obligations under this Agreement. Hospital agrees to provide a complete defense for any claim or action brought against County and EMS Agency based upon a claim relating to Hospital's performance or obligations under this Agreement. Hospital's obligations under this Article apply whether or not there is concurrent negligence on County's or EMS Agency's part, but to the extent required by law, excluding liability due to County's or EMS Agency's conduct. Hospital shall have the right to select legal counsel subject to county and EMS Agency approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Hospital or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

15. Insurance

With respect to performance of work under this Agreement, Hospital shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit A (County's Insurance Requirements of Hospital), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit A").

16. Conflict of Interest

Hospital covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under State law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Hospital further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by EMS Agency, Hospital shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with EMS Agency disclosing Hospital's or such other person's financial interests.

17. Patient Transport

Hospital acknowledges that EMS Agency policies and procedures require that STEMI patients be transported to the closest designated STEMI Receiving Center, except under certain circumstances such as hospital diversion or multi-casualty incidents. Neither Hospital, County, nor EMS Agency shall exert any direct or indirect influence that would cause or contribute to the transport of STEMI patients to a facility other than the closest STEMI Receiving Center, except as specifically authorized by EMS Agency policies or procedures.

18. Responsibility for Costs

All costs or expenses incurred by Hospital by reason of this Agreement with respect to the acquisition of equipment or personnel or with respect to the provisions of patient care services, including emergency patient care services of all types and description provided to patients who

would not have been treated by Hospital in the absence of this Agreement, are the responsibility of Hospital and are not the responsibility of EMS Agency, County, or any county which has designated an EMS Agency pursuant to Health and Safety Code..

19. Compliance

Hospital shall comply with applicable Federal, State, and local rules and regulations, current and hereinafter enacted, including but not limited to guidelines promulgated by the State EMS Authority, EMS plans, and EMS policies and protocols established by EMS Agency, legal requirements for patient transfers and medical screening exams, and applicable facility and professional licensing and certification laws. Hospital shall keep in effect any and all licenses, permits, notices, and certificates that are required for its operations.

20. Compliance with EMS Policies and Procedures

Hospital agrees to comply with all EMS Agency policies and procedures as they may relate to services provided hereunder.

21. EMS Meetings and Training

Hospital's staff will participate in the continuing development of cardiovascular care systems at the county, regional, State, and national levels. Hospital's staff shall attend educational and training programs as may be requested from time to time by the EMS Agency Medical Director.

22. Nondiscrimination

Without limiting any other provision hereunder, Hospital shall comply with all applicable Federal, State, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation County's Nondiscrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

23. Confidentiality

Hospital agrees to maintain the confidentiality all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This article shall survive termination of this Agreement.

24. Sanctioned Employee

Hospital agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the Federal Medicare and Medicaid programs. Hospital agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Hospital does employ such individual(s) or entity(ies), Hospital agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

25. Method and Place of Giving Notice, Submitting Bills and Making Payments

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

To: County:	Bryan Cleaver EMS Regional Administrator Coastal Valleys Emergency Medical Services Agency 463 Aviation Blvd., Suite 100 Santa Rosa 95403 707.565.6505 Bryan.Cleaver@sonoma-county.org	
To Hospital:	Scott Rocco Emergency Department Manager St. Joseph Health Northern California LLC dba Providence Santa Rosa Memorial Hospital 1165 Montgomery Dr. Santa Rosa CA 95405 760.672.6989 scott.rocco@providence.org	Accounts Payable: SSAP@stjoe.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

26. Assignment

Hospital shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of EMS Agency, and no such transfer shall be of any force or effect whatsoever unless and until EMS Agency shall have so consented.

27. Relationship of the Parties

Operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of Hospital. The parties intend that Hospital as well as its officers, agents, employees, and subcontractors, including its professional and non-professional staff, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Hospital is not to be considered an agent or employee of County or EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits EMS Agency provides its employees. In the event County exercises its right to terminate this Agreement pursuant to

Section 8 (Termination), Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

28. Miscellaneous Provisions

28.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

28.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Hospital and EMS Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Hospital and EMS Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

28.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

28.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

28.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought to and tried in Santa Rosa or the forum nearest to the city of Santa Rosa in the County of Sonoma.

28.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

28.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by County.

28.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28.9. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

28.10. Compliance with County Policies and Procedures

Hospital agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

28.11. Time of Essence

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

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF the parties have caused their fully authorized representatives to execute this Agreement as of the Effective Date:

HOSPITAL:

Scott Ciesielski, CAO
St. Joseph Health Northern California LLC dba Providence Santa Rosa Memorial Hospital

Dated

COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Director or Designee
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

signed on behalf of Joshua Fabugais
Privacy & Security Officer or Designee

04/17/2025

Dated

Exhibit A. County's Insurance Requirements of Hospital

(Template 5 – Rev 2024 May 20)

With respect to performance of work under this Agreement, Hospital shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Hospital from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

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

If Hospital currently has no employees as defined by the Labor Code of the State of California, Hospital agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Hospital maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Hospital.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Hospital is responsible for any deductible or self insured retention and shall fund it upon County's written request, regardless of whether Hospital has a claim against the insurance or is named as a party in any action involving the County.

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- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Hospital in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Hospital and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. Required Evidence of Insurance: Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Hospital currently owns no autos, Hospital agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
5. Standards for Insurance Companies

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

6. Documentation

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

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Hospital shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Hospital fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Hospital resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Hospital, County may deduct from sums due to Hospital any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.