

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 Sutter West Bay Hospitals dba Sutter Santa Rosa Regional Hospital (hereinafter "Hospital"), an acute-care general hospital located in Santa Rosa, California.

RECITALS

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, in the judgment of EMS Agency, a need exists for a receiving hospital to serve the EMS system in the County of Sonoma; and

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

NOW THEREFORE, EMS Agency and Hospital agree that Hospital shall be a Receiving Hospital to receive patients requiring emergency medical services and maintain adequate staff and equipment to provide these services.

1. Definitions

For the purposes of this Agreement, the following terms shall have the meaning given herein:

1.1. "Coastal Valleys EMS Agency" means the local EMS Agency that was established by the Sonoma County Board of Supervisors and Mendocino County Board of Supervisors. The Coastal Valleys EMS Agency is responsible for local EMS system planning and coordination consistent with State laws and regulations.

1.2. "Trauma Audit Program" means the audit program established by EMS Agency, including the Pre-Trauma Audit Committee and the Trauma Audit Committee, which are responsible for auditing the trauma care system, making recommendations for system improvements, and functioning in an advisory capacity on other trauma system issues as set forth in EMS Agency policies and procedures.

1.3. "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.

1.4. "Stroke Care System" means an integrated prehospital and hospital program that is intended to rapidly identify and expedite transportation of potential stroke victims to facilities providing optimal stroke care.

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

Option 1: Hospital shall reimburse County for reasonable costs incurred as a result of designating and regulating Hospital as a receiving hospital 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 receiving hospital, shall be \$20,747.

Option 2: Hospital shall reimburse County for reasonable costs incurred as a result of designating and regulating Hospital as a receiving hospital 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 receiving hospital, shall be \$14,067. In addition, a catch-up payment in the amount of \$3,340 shall be made in both Year 3 and Year 5 of the Agreement term. This payment shall be in addition to the annual contractual increase applicable in those respective years.

3.2. Annual Base 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 be licensed by the State Department of Health Services as a general acute-care hospital.

4.2. Hospital shall have a special permit for Basic or Comprehensive Emergency Medical Service issued by the State of California Department of Health Care Services, or provide a stand-by emergency medical service that meets the requirements of California Code of Regulations.

4.3. Hospital shall follow all policies and medical protocols established by EMS Agency pursuant to Health and Safety Code or successor statutes.

4.4. Hospital shall agree to accept and evaluate all patients promptly by qualified medical personnel designated by hospital policy.

4.5. Hospital agrees to staff the emergency department at all times with a physician trained and experienced in emergency medical services and whose practice includes emergency medical care in the hospital.

4.6. Hospital shall have the capability at all times to communicate with the ambulances and the Base Hospital.

4.7. Hospital shall orient all affected hospital employees, contractors, and agents to the Coastal Valleys EMS system, including all applicable EMS policies and procedures as well as capabilities of the prehospital personnel.

4.8. Hospital shall participate on various EMS committees related to prehospital care.

4.9. Hospital shall participate in healthcare coalition activities, including steering committee, MCI/Disaster exercises, redundant communications drills, and hospital preparedness program development.

4.10. Hospital shall designate a Receiving Hospital Emergency Department Medical Director who shall be a physician on the hospital staff, have experience in emergency medical care, and will represent the hospital.

4.11. Hospital shall fully participate and cooperate with any and all local EMS quality assurance/improvement programs as currently exist or as may be adopted pursuant to local EMS policies and procedures.

4.12. Hospital shall participate in the trauma system evaluation and data collection program.

4.13. Hospital shall participate in the STEMI system evaluation and data collection program.

4.14. Hospital shall participate in the Stroke system evaluation and data collection program.

4.15. Hospital shall cooperate with the EMS AGENCY in the collection and analysis of patient care and other data necessary to an ongoing evaluation of prehospital care and emergency ambulance operations, and provide records and other necessary information to the EMS AGENCY Medical Director or designee for assessment of emergency ambulance services.

4.16. Hospital shall agree to participate in EMS education programs.

4.17. Hospital shall maintain and keep in good repair any and all communications equipment assigned to or operated by Hospital. All equipment shall be kept in good repair and/or adequate supply.

4.18. Hospital shall comply with Local EMS Agency (LEMSA) and Health and Safety Code Ambulance Patient Offload Time (APOT) policy.

4.19. Hospital shall actively participate in a County-approved Health Information Exchange (HIE) to enable bidirectional patient data exchange. This participation shall include, but is not limited to, the receipt of prehospital electronic patient care reports (ePCR) from EMS providers and the provision of patient outcome data to the LEMSAs. Hospital agrees to maintain compliance with all applicable standards and interoperability requirements to facilitate seamless data exchange throughout the duration of this contract period (10 years).

5. Obligations of EMS Agency

5.1. EMS Agency's responsibilities under this Agreement shall be carried out by the Director of the Department of Health Services, the Health Officer, the Regional EMS Manager, and the EMS Medical Director.

5.2. EMS Agency shall continue to maintain program criteria, operational policies, and medical protocols in conformity with applicable Federal, State, and local laws and regulations as well as accepted EMS system standards.

5.3. EMS Agency shall accredit and certify personnel for participation in the EMS system in accordance with State statutes and regulations as well as and local EMS policies and procedures.

5.4. EMS Agency shall monitor the receiving hospital for adequacy of services and medical quality improvement in cooperation with Hospital in an ongoing evaluation of the EMS system.

5.5. EMS Agency shall maintain confidentiality of all patient-specific information and quality improvement information and records provided for review and audit purposes to the fullest extent available under the law.

5.6. EMS Agency shall designate a physician to function as the EMS Medical Director.

5.7. EMS Agency shall provide support and education to the receiving hospital for the designated inter-hospital communications system (i.e., EMS data system).

5.8. EMS Agency shall manage any State-funded programs for uncompensated care and distribute funds accordingly.

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 Receiving Hospital. Such monitoring, assessments, or evaluations may include, without limitation, audits and inspections of premises, reports, and records, all to the maximum extent permitted by law.

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 upon 30 days' written notice to Hospital. Hospital may terminate this agreement at any time and for any reason by serving written notice upon County 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
- Submission by Hospital to EMS Agency reports or information that Hospital knows or should know is incorrect in any material respect
- Loss or suspension of licensure as an acute-care hospital, 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
- Repeated failure to submit specified reports, 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 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 29.5 (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.

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 and EMS Agency's part, but to the extent required by law, excluding liability due to County's and 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, Contractor 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 patients be transported to the closest designated Receiving Hospital, 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 patients to a facility other than the closest Receiving Hospital, 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 other 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 and 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 the EMS system 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

The parties understand and agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement in accordance with all applicable Federal and State statutes and regulations and local ordinances, and which shall not be released to any third party except as required by law. 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. Notice

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 CA 95403 707.565.6505 Bryan.Cleaver@sonoma-county.org
To Hospital:	Patricia Kral Contract Administrator/EA Sutter Bay Hospitals dba Sutter Santa Rosa Regional Hospital 30 Mark West Springs Rd. Santa Rosa CA 95403 707.576.4564 kralp@sutterhealth.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 the work 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 that County or EMS Agency provides its employees. In the event that County exercises its right to terminate this Agreement pursuant to Section 8, Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

28. Administrative Appeal

If Hospital so requests in writing at any time before the effective date of the proposed action, EMS Agency shall afford Hospital a hearing before an impartial panel appointed by the EMS Agency Director. The panel shall include three members, all of whom have experience in health care, and at least one of whom is a physician experienced in emergency care. The panel shall hold an informal hearing not more than 30 days after Hospital's request. Each party may submit oral or written evidence, but formal rules of evidence shall not apply. Discovery may be permitted by the panel, and shall be limited in scope at the panel's discretion. Not more than 30-days after the conclusion of the hearing, the panel shall evaluate the evidence and make written findings and conclusions. All findings must be supported by the evidence, and the conclusion(s) supported by the findings. Each party shall bear its own costs. The decision of the panel shall be final.

29. Miscellaneous Provisions

29.1. 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.

29.2. 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.

29.3. 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.

29.4. 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.

29.5. 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.

29.6. 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.

29.7. 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.

29.8. 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.

29.9. 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.

29.10. Compliance with County Policies and Procedures

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

29.11. Time of Essence

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

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DRAFT

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

**HOSPITAL:**

\_\_\_\_\_  
Megan Gillespie, CEO  
Sutter West Bay Hospitals dba Sutter Santa Rosa Regional Hospital

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Certificate of Insurance on File with County:

\_\_\_\_\_  
Nolan Sullivan, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Dated

Approved as to Form:

4-22-25

\_\_\_\_\_  
Sonoma County Counsel

\_\_\_\_\_  
Dated

Approved as to Substance:

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

04/22/2025

\_\_\_\_\_  
Dated

**Exhibit A. County's Insurance Requirements of Hospital**

(Template 5 – Rev 2024 May 20)

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

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

**1. Workers Compensation and Employers Liability Insurance**

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

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

**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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

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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 Contractor in the performance of this Agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Required Evidence of Insurance: 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 Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
  - c. Insurance shall cover hired and non-owned autos.
  - d. Required Evidence of Insurance: Certificate of Insurance.
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.

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6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- 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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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