

**AGREEMENT BETWEEN THE COUNTY OF SONOMA AND
ST. JOSEPH HEALTH NORTHERN CALIFORNIA LLC DBA
PROVIDENCE SANTA ROSA MEMORIAL HOSPITAL
FOR DESIGNATION AS A LEVEL II TRAUMA CENTER**

This agreement (“Agreement”), dated as of _____, 2022 (“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, a licensed acute care Hospital located at 1165 Montgomery Drive, Santa Rosa, California (hereinafter “Hospital”).

R E C I T A L S

WHEREAS, County is authorized by law to develop an EMS system, and has designated its Department of Health Services as the EMS Agency pursuant to the EMS and Pre-hospital Care Personnel Act (Health and Safety Code Section 1797 et. seq);

WHEREAS, the Coastal Valleys EMS Agency (“EMS Agency”) established by the County of Sonoma Board of Supervisors and the County of Mendocino Board of Supervisors, has implemented a regional trauma care system pursuant to Health and Safety Code Section 1798.162;

WHEREAS, EMS Agency may designate trauma facilities as part of its regional trauma care system pursuant to Health and Safety Code Section 1798.165;

WHEREAS, EMS Agency wishes to assure the highest quality of care by directing seriously injured patients to facilities committed to meeting trauma center criteria;

WHEREAS, EMS Agency has found that Hospital meets state and local trauma center criteria;

WHEREAS, EMS Agency has found that Hospital is and has agreed to maintain throughout the term of this Agreement, certification by the American College of Surgeons;

WHEREAS, Hospital was designated a Level II trauma center on May 1, 2010;

WHEREAS, Hospital designation was extended on April 30, 2018;

WHEREAS, Hospital has continuously maintained the designation as a Level II trauma center without interruption since 1999;

WHEREAS, Hospital’s current designation as a Level II trauma center expires on April 30, 2022;

WHEREAS it is recognized that the residents in the area around the hospital have expressed concerns regarding aircraft generated noise and air pollution resulting from medi-vac related trips to and from the hospital due to its trauma designation;

WHEREAS the hospital and EMS Agency are committed to continuing to comply with mitigation measures required by the Environmental Impact Report. Mitigation measures already in place include, but not limited to, participation in regular meetings of the neighbors group and an established process for neighbors to submit complaints for review and investigation by EMS Aircraft Providers and the provision of feedback on each submitted complaint;

WHEREAS, Hospital desires and is willing to accept re-designation by the EMS Agency as a Level II trauma center according to the terms and conditions set forth in this Agreement;

WHEREAS, EMS Agency desires to maintain continuous designation of the only currently qualifying hospital in Sonoma County as a Level II trauma center to prevent or mitigate the loss of or reduction in local emergency response capabilities critical for the public health, safety, and welfare; and

WHEREAS, Hospital, by virtue of the parties' execution of this Agreement, will be designated by EMS Agency as a trauma center under the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein, both County and the EMS Agency (together hereinafter collectively referred to as the "EMS Agency) and Hospital do hereby expressly agree as follows:

1. Definitions

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

(a) "Coastal Valleys EMS Agency" means the local EMS Agency that was established by the County of Sonoma Board of Supervisors and the County of Mendocino Board of Supervisors to, among other responsibilities, establish a regional trauma care system.

(b) "Major Trauma Person," means a person deemed a Major Trauma Person under the trauma triage criteria set forth in current EMS Agency's policies and procedures, as may be amended from time to time.

(c) "Trauma Audit Program" means the audit program established by the 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.

(d) "Trauma Center Services" means services meeting or exceeding the minimum standards for a Level II Trauma Center as set forth in applicable laws, regulations and guidelines established by the State of California or the EMS Agency as amended from time to time, and in accordance with applicable policies and procedures of the EMS Agency as set forth in Paragraph 4(a) below.

(e) "Trauma Registry" means the computer information system maintained by Hospital and other EMS Agency designated trauma centers which captures pertinent injury, treatment and outcome data for the trauma system.

2. Re-designation of Hospital as a Level II Trauma Center

Upon execution of this Agreement by the parties, effective the date set forth in Paragraph 3 below, Hospital shall be re-designated by EMS Agency as a Level II trauma center, and, except as otherwise specified, shall continue in effect for as long as Hospital's designation remains in effect.

3. Term

This Agreement shall have an initial term of eight (8) years, beginning at 12:00 a.m. on May 1, 2022 and continuing through and including April 30, 2030, unless earlier revoked,

suspended or terminated pursuant to this Agreement. At the end of the initial term, if EMS Agency reasonably determines that Hospital has satisfactorily performed all obligations herein, the ~~EMS Agency~~Parties shall have the option to extend the term of this Agreement for an additional term of four (4) years from May 1, 2030 continuing through and including April 30, 2034 under the terms and conditions provided herein. Any extension shall be conditioned, in part, on Hospital's continued certification by the American College of Surgeons. The Parties' approval of any extension of the Agreement will comply with all applicable laws, and all reasonable costs associated with such compliance shall be borne by the Hospital.

4. Scope of Hospital Services

(a) Hospital will provide trauma center services meeting or exceeding the minimum standards for a Level II Trauma Center as set forth in applicable laws, regulations and guidelines established by the State of California or the EMS Agency, as amended from time to time, and in accordance with applicable policies and protocols of the EMS Agency and the terms and conditions set forth in this Agreement.

(b) In the event of any inconsistency among these documents, preference shall be given in the following order: 1) laws and regulation of the United States and of the State of California; 2) guidelines of the State EMS Authority available on request; 3) local EMS Agency plans, policies, and protocols; and the 4) terms and conditions this Agreement. Hospital shall provide Trauma Center Services to Major Trauma Persons, throughout the full period of inpatient hospital care, regardless of patients' ability to pay physician fees and/or hospital costs, unless the Major Trauma Person is transferred pursuant to paragraph 4(c) below.

(c) Hospital shall transfer Major Trauma Persons to other facilities only when medically appropriate or as may be requested or required by a Major Trauma Person. A Major Trauma Person may not be transferred, or referred to another facility for outpatient services, due to the patient's inability to pay physician fees and/or Hospital costs. A Major Trauma Person may be transferred based on the requirements of the patient's health plan or other applicable third-party payor, but only if the patient's medical condition so permits, as determined by the attending trauma physician. Any transfer of a Major Trauma Person must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd) and the regulation promulgated thereunder.

(d) 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 to provide Trauma Center Services to Major Trauma Persons as a Level II trauma center.

(e) Hospital shall notify EMS Agency in writing, in advance when possible, of any change lasting more than 48 hours in any of the capabilities or resources, including personnel. If advance notification is not possible, Hospital shall notify the EMS Agency immediately upon Hospital having knowledge of any changes in any of the listed capabilities and resources and in all instances follow-up written notification shall be required as soon as possible but no later than one business day from the time that Hospital becomes aware of such changes. Notwithstanding the foregoing, Hospital shall immediately notify the EMS Agency of any matter, regardless of duration, which impairs the Hospital's ability to provide Trauma Center Services, or is likely to cause diversion of trauma patients to another facility. The EMS Agency shall determine whether the change is likely to have a material effect upon Hospital's ability to meet the minimum

standards set forth in applicable State guidelines, or this Agreement. If the EMS Agency determines that the change is likely to have a material effect upon Hospital's ability to meet the applicable standards listed in Paragraph 4(a), EMS Agency shall notify Hospital of its determination, and Hospital shall have thirty (30) days to comply with the standard. Material failure to comply with such standards shall constitute grounds for revocation of trauma center designation.

(f) Hospital shall comply with all mitigation monitoring measures identified in the Mitigation Monitoring Program adopted by the EMS Agency pursuant to Section 21081.6 of the California Public Resources Code. A copy of the Mitigation Monitoring Program is attached hereto as Exhibit A.

(g) Hospital shall actively and cooperatively participate in the EMS Agency's Trauma Audit Program, including participation on the Pre-Trauma Audit Committee and Trauma Audit Committee and such other related committees that may, from time to time, be named and organized by the EMS Agency.

(h) Hospital will participate as requested by EMS Agency in a Trauma Registry and in research and/or evaluative studies designed to determine the effectiveness of Hospital services or to provide information about Hospital's services to Major Trauma Persons. Hospital will participate in the integration and transmission of electronic data to the State EMSA CEMSIS-Trauma database. Hospital is responsible for all costs related to the implementation, operation, and maintenance of the Trauma Registry.

(i) Hospital shall obtain EMS Agency's written approval prior to entering agreements for providing trauma services to residents outside Sonoma and Mendocino Counties, including, but not limited to agreements with local emergency medical services agencies or other government entities, and pre-Hospital care providers, including air ambulance service providers. Such approval shall not be unreasonably withheld. This Section 4(i) shall not apply to standard payment agreements with health plans or other third-party payors.

(j) Hospital shall cooperate with the County and EMS Agency in performance of its obligations under this Agreement.

(k) Hospital shall maintain a valid certification of verification from the American College of Surgeons (ACS) throughout the term of this Agreement.

(l) Hospital staff shall attend educational and training programs as may be requested from time to time by the EMS Agency.

(m) Hospital shall establish and maintain an injury prevention program that complies with the requirements of the American College of Surgeons (ACS), and is approved by the EMS Agency in cooperation with each county health officer within the catchment area. Such approval by EMS Agency in cooperation with county health officers shall not be unreasonably withheld.

(n) Throughout the term of this Agreement, Hospital shall maintain its status as a base hospital pursuant to a written contract with the EMS Agency.

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

5. Sound and Air Quality Studies

- (a) The parties acknowledge that Caltrans has authority to establish flight paths for helicopter approaches and departures at the hospital, and that the County does not possess this authority. The parties further acknowledge that individual pilots are ultimately responsible for the safe operation of their aircraft. Nevertheless, the parties agree that a noise and an air quality study, conducted by qualified professionals skilled in the area of noise and air quality analyses, respectively, can assist the parties in identifying impacts from the operation of aircraft arriving at or departing from the hospital as a result of the continued designation of the hospital as a Level II Trauma Center, and may identify ways the parties can address noise attenuation and air quality improvement.
- (b) Hospital agrees to, at its sole expense, and within 18 months of the effective date of this Agreement, deliver to EMS Agency a final completed noise study that (1) evaluates current Caltrans identified helicopter flight paths and at least two alternative paths, and (2) identifies which of the approved or alternative paths generates the least noise for persons residing in the vicinity of the hospital. Either party may seek Caltrans approval for any alternative flight path if the study's recommendations so warrant. The study shall be performed by a professional with the degree of skill, education, and experience commonly possessed by other sound professionals conducting similar studies. Hospital agrees to seek and obtain the approval of the EMS Agency of the proposed scope of work and study area for preparation of the noise study prior to the commencement of study work, where such approval will not be unreasonably withheld.
- (c) Hospital agrees to, at its sole expense, and within 18 months of the effective date of this Agreement, deliver to EMS Agency a final completed air quality study that (1) examines the potential of trauma related flights to and from the hospital to affect air quality in the residential areas in the vicinity of the hospital, and (2) identify recommendations, if any, to respond to the study's conclusions. The study shall be performed by a professional with the degree of skill, education, and experience commonly possessed by other air quality professionals conducting similar studies. Hospital agrees to seek and obtain the approval of the EMS Agency of the proposed scope of work and study area for preparation of the air quality study prior to the commencement of study work, where such approval will not be unreasonably withheld.
- (d) Consistent with Section 33.7, this agreement may be amended to incorporate noise attenuation and air quality improvement measures and recommendations ~~consistent with~~. The parties agree that the studies should explore measures and to the extent allowable by law recommendations that are legally, financially, and within the authority of technically feasible for the parties to implement. The Parties agree to provide an opportunity for interested community members to provide comments on any proposed amendments developed to address findings and recommendations of the sound and air quality studies required under this Agreement. Specifically, within 120 days of the County's receipt of the final studies required under Section 5, the Parties will report to the Board of Supervisors at a noticed public meeting on the studies and any proposed noise attenuation and air quality improvement measures and recommendations, at which meeting the public will have an opportunity to provide comment on the studies and proposed measures and recommendations. Notwithstanding this paragraph, the EMS Agency may in writing

extend the 18-month timeframe provided under Section 5 for the delivery of studies by up to six months for good cause shown.

- (e) Hospital agrees to post the final completed noise and air quality studies on its public website for a minimum of 180 days from the date each respective study is delivered to EMS Agency. Hospital acknowledges that the final study, in the possession of the EMS Agency, will be a public record subject to public disclosure in accordance with the California Public Records Act. On its own initiative, or upon EMS Agency's request, Hospital will notify the following agencies of the availability of the final studies: Bay Area Air Quality Management District, Federal Aviation Administration, and Caltrans.

6. Facility Expansion and Improvements

In order to ensure Major Trauma Persons continued access to intensive care services, Hospital agrees to maintain an adequate ICU and related hospital services bed capacity in accordance with industry standards as established by the American College of Surgeons.

7. Administration

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

8. Designation Fee

Re-designation Process Fee. Hospital shall pay to the EMS Agency a one-time re-designation fee of \$55,000 for costs associated with the EMS Agency's re-designation process.

9. On-Site Review

EMS Agency shall have the right at all times to monitor, assess, or evaluate Hospital's performance as a Level II Trauma Center. Such monitoring, assessments, or evaluations may include, without limitation, audits and inspections of premises, reports, patient records, and interviews of Trauma Center staff and participants, all to the maximum extent permitted by law. At any time during the term of this Agreement, the EMS Agency may, at its discretion, conduct an on-site review during normal daytime weekday business hours, with reasonable advance notice, of all records and materials related to Hospital's operation of the trauma center to evaluate the effectiveness of the trauma center in providing care in compliance with the terms and conditions of this Agreement.

10. Annual Trauma Center Fee

Each year during the term of this Agreement, Hospital shall issue payment to the EMS Agency an amount not to exceed the EMS Agency's reasonable costs of administering the trauma center program. For the term beginning May 1, 2022 the annual payment will be \$173,918. This amount shall be increased annually based on the change in the Consumer Price Index for June for the San Francisco-Oakland-San Jose, CA area.

11. Records Maintenance

Hospital shall keep and maintain full and complete documentation and accounting records concerning all services performed 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 (in any media format) for a period of seven (7) years following expiration or termination of this Agreement.

12. Ownership of Information

Statistical information which relates to patients identified as trauma patients furnished to the EMS Agency pursuant to this Agreement shall be the property of the EMS Agency.

13. Right to Audit, Inspect, and Copy Records

Hospital agrees, upon reasonable notice, to permit County 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, accessibility and appropriateness of services, and ensuring fiscal accountability. Upon reasonable notice, Hospital shall make available any and all such records to copy by the County.

14. Data and Reports

Hospital shall submit reports reasonably requested by EMS Agency, in a format to be determined by the Agency. The timely submission of these reports is a material condition of ongoing trauma center designation, and material or repeated failure to meet specified deadlines may be grounds for suspension or revocation of trauma center designation, at EMS Agency's discretion.

15. Indemnification

Hospital agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including 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 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 part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Hospital's expense, subject to Hospital's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Hospital or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

County agrees to accept all responsibility for loss or damage to any person or entity, including Hospital, and to indemnify, hold harmless, and release Hospital, 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 County, that arise out of, pertain to, or relate to County's negligent performance or breach of obligations under this Agreement. County agrees to provide a complete defense for any claim or action brought against Hospital based upon a claim relating to County's performance or obligations under this Agreement. County's obligations under this Article apply whether or not there is a concurrent negligence on Hospital's part, but to the extent required by law, excluding liability due to Hospital's conduct. Hospital shall have the right to select its legal counsel at County's expense, subject to County's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for

County or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

16. Insurance

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 in Exhibit B (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit B").

17. 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 obligations 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 the 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 requesting entity disclosing Hospital's or such other person's financial interests.

18. Patient Transport

Hospital acknowledges that EMS Agency policies and procedures require that Major Trauma Persons be transported to the closest Trauma Center, except under certain circumstances such as Hospital diversion or multi-casualty incidents. Neither Hospital, County or EMS Agency shall exert any direct or indirect influence that would cause or contribute to the transport of Major Trauma Persons to a facility other than the closest Trauma Center, except as specifically authorized by EMS Agency policies or procedures. Hospital acknowledges that the EMS Agency makes no representation, and does not guarantee, that Major Trauma Persons will be delivered or diverted to Hospital for care and cannot assure that a minimum number of Major Trauma Persons will be transported to Hospital during the term of this Agreement. EMS Agency agrees that it will provide quarterly written reports to the Trauma Audit Committee identifying both (i) the number of transports in that period that were not transported to Hospital; and (ii) identifying the facility to which those Major Trauma Persons were transported.

19. Financial Responsibility

The EMS Agency shall not be liable for any costs or expenses incurred by Hospital to satisfy its responsibilities under this Agreement, including any costs or expenses incurred by Hospital for services provided to indigent Major Trauma Persons. 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 the Hospital and are not the responsibility of EMS Agency or the County or any county which has designated EMS Agency pursuant to Health and Safety Code Section 1797.200.

The parties acknowledge and agree that Hospital will not receive any compensation from EMS Agency under this Agreement. Hospital shall be solely responsible for billing and collecting for services provided to Major Trauma Person. Hospital shall comply will all applicable laws,

customary professional practice, and other third-party payor programs in connection with billing and coding services provided by Hospital to Major Trauma Person.

20. 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, trauma plans, and EMS policies and protocols established by the 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.

21. Compliance with County and EMS Agency Policies and Procedures

Hospital agrees to comply with all EMS Agency policies and procedures as they may relate to services provided under this Agreement, as may be amended from time to time, which County shall provide to Hospital.

22. Nondiscrimination

(a) 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, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

(b) Hospital agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

23. Confidentiality

Hospital, County, and EMS Agency agree to maintain the confidentiality all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 23 shall survive termination of this Agreement.

24. Advertising and Marketing Materials and Information

Hospital shall comply with the terms of this Agreement with respect to the use of the terms "trauma facility," "trauma Hospital," "trauma center," "trauma care provider," "trauma service," or similar terminology in its signs or advertisements, or in printed materials and information ("Trauma Marketing Materials") it furnishes to the public, including but not limited to any individual or commercial consumer of health care services. Hospital agrees to provide County reasonable opportunity to comment on any Trauma Marketing Materials prior to releasing the Trauma Marketing Materials to the public.

25. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement shall be made in writing and shall be given by both (1) email, and (2) personal delivery or U.S. Mail or courier service; and shall be addressed as follows:

EMS AGENCY:	HOSPITAL:
EMS Agency Director Coastal Valleys EMS Agency 195 Concourse Blvd, Suite B Santa Rosa, CA 95403 Email: jen.banks@sonoma-county.org	Chief Executive Providence Santa Rosa Memorial Hospital 1165 Montgomery Dr. Santa Rosa, CA 95402 Email: Charles.Kassis@providence.org With a copy to: St. Joseph Health Northern California, LLC 1165 Montgomery Dr. Santa Rosa, CA 95402 Attn: Regional Contracting

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (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 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 the EMS Agency, and no such transfer shall be of any force or effect whatsoever unless and until the EMS Agency shall have so consented.

27. Relationship of the Parties

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 the EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the EMS Agency provides its employees. In the event the EMS Agency exercises its right to suspend, revoke or terminate under this Agreement, Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

28. Investigation, Revocation and Suspension

(a) The EMS Agency may investigate any report of material failure to comply with these conditions or any applicable standards incorporated herein. Hospital agrees to cooperate fully with any such investigation. Upon the determination of the EMS Agency's Director that Hospital has materially or repeatedly failed to comply with the terms and conditions of this Agreement or any applicable standards incorporated herein, or that Hospital has failed to fully cooperate in an investigation, EMS Agency may suspend or revoke Hospital's Trauma Center Designation, or may institute such corrective measures as the Director may deem reasonable in light of the

circumstances, and in the interest of public health and safety. EMS Agency shall give Hospital written notice specifying the effective date of the proposed action, which shall be not less than thirty (30) days after the delivery of the written notice.

(b) Grounds for revocation, suspension or corrective action shall include, without limitation:

- (1) Material or repeated failure, for any reason, of Hospital to fulfill in a timely and proper manner, its obligations under the terms of this Agreement, or to substantially comply with applicable federal, state and local laws and regulations, or any corrective measures required by the EMS Agency;
- (2) Material or repeated failure, for any reason, to make available sufficient personnel and hospital resources, as defined herein, to provide immediate care for the trauma patient;
- (3) Material or repeated failure, for any reason, to provide timely surgical coverage or other required specialty services for trauma patients, causing unnecessary risk of mortality and morbidity for the trauma patient;
- (4) Submission by Hospital to the EMS Agency of reports that are materially or repeatedly incorrect or incomplete in any respect;
- (5) Failure to cooperate in any investigation, monitoring or evaluation activities by the EMS Agency in connection with Hospital's trauma services.

(c) If the EMS Agency determines that Hospital failure to comply with the terms and conditions of this Agreement has resulted in an immediate serious threat to the public health or safety, the EMS Agency may immediately terminate or suspend Hospital's trauma center designation effective upon notice to Hospital.

29. 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 trauma care. The panel shall hold an informal hearing not more than thirty 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 thirty 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.

30. Termination

Hospital may terminate its designation as a Level II trauma center and this Agreement for any reason upon one-hundred and eighty (180) days written notice to the EMS Agency. County may terminate this Agreement for any reason upon one-hundred and eighty (180) days written notice to Hospital.

31. Obligations After Termination

The following sections shall remain in full force and effect after termination of this Agreement:

(1) Section 11, Records Maintenance; (2) Section 13, Right to Audit, Inspect, and Copy Records; (3) Section 23, Confidentiality; (4) Section 33.5, Applicable Law and Forum; and (5) Section 15, Indemnification.

32. 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 either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or 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, subcontractor and contractors. In the event Hospital does employ such individual(s) or entity(s), 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.

33. Miscellaneous Provisions

33.1. No Waiver of Breach

The waiver by any party 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.

33.2. 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 the 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. Hospital and the EMS Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

33.3. 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.

33.4. 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.

33.5. Applicable Law and Forum

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

33.6. 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.

33.7. 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 or amendment of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

33.8. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of the entity identified above the signature.

33.9. 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 hereto have executed this Agreement as of the Effective Date.

HOSPITAL:

Patti Pilgrim, NorCal Region CFO
St. Joseph Health Northern California, LLC
d.b.a. Providence Santa Rosa Memorial Hospital

Dated

COUNTY OF SONOMA/EMS AGENCY:

Approved; Certificates of Insurance on File with County:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

EXHIBIT A

Mitigation Monitoring Program

March 23, 2000

(Excerpted from Exhibit B to 2000 Environmental Impact Report)

EXHIBIT B**COASTAL VALLEY EMS
LEVEL II TRAUMA CENTER DESIGNATION
MITIGATION MONITORING PROGRAM**

Project: Level II Trauma Center Designation
Location: Sonoma County, California
Lead Agency: Coastal Valleys Emergency Services Agency
Date Project Approved: March 23, 2000
State Clearinghouse # 98122059
Contact Person: Tim Mayer (707) 565-3612

Pursuant to Section 21081.6 of the Public Resources Code, the Coastal Valleys Emergency Medical Services Agency (EMS Agency) has adopted this Mitigation Monitoring Program for the mitigation measures that are to be included in this project.

The mitigation measures in this plan are taken from the Final Environmental Impact Report for the Coastal Valleys (formerly Sonoma/Mendocino) EMS Level II Trauma Center Designation. The responsibility for monitoring will be as indicated on Table 1 below. The primary responsibility for most mitigation measures will be with the EMS Agency. Some measures will be implemented and monitored as part of permit conditions required by other agencies. For example, the City of Santa Rosa would place conditions on a use permit for a new off-site helipads within city limits. For these measures, the EMS Agency will require evidence that the hospital has acquired the appropriate permit, but monitoring and reporting of the conditions attached to the permit will be the responsibility of the agency issuing the permit. The implementation of a few measures identified in the Final EIR are outside the jurisdiction of the EMS Agency. For example, the Office of Statewide Health Planning and Development would determine whether construction at the hospital complies with seismic design standards, and the Caltrans Division of Aeronautics would determine whether the design of a new off-site helipad complies with applicable helipad standards. These types of mitigation measures are identified in this program, but monitoring will be the responsibility of another agency.

Time of Implementation: For each mitigation measure, this program identifies the time at which the measure will be implemented. The times are defined as follows:

Construction: These mitigation measures will be implemented during construction of the off-site helipad. Ongoing implementation is not required after construction is complete.

Operation: These mitigation measures will be incorporated into the ongoing operation of the

Trauma Center and/or off-site helipad.

Responsibility for Monitoring the Mitigation Measure:

Project Manager: The EMS Agency will designate a Project Manager who will be responsible for overseeing the project. The Project Manager will monitor the implementation of the measures, and will sign the appropriate line of the Mitigation Monitoring Plan as each mitigation measure is implemented.

Record of Compliance:

The EMS Agency will be responsible for the record of compliance. The EMS Agency will keep this program and ensure that implementation of the mitigation measures is documented by signatures as needed. A copy of the completed Mitigation Monitoring Program will be given to the Environmental Division of the Permit and Resource Management Department, where it will be kept as part of the environmental record for the project.

TABLE 1

MITIGATION MEASURE	TIME TO IMPLEMENT	MONITORING AGENCY ¹
A.1a Reduce incompatibility of helipads with adjacent uses by all feasible efforts, as determined by the City of Santa Rosa	Operation	EMS and Santa Rosa, through use permit process
B.2a Design, operate, and maintain off-site helipad in accordance with applicable regulations, guidelines, and standards	Operation	EMS and Caltrans, through permit process
B.2b Modify hospital helipad as necessary to bring up to current Caltrans standards	Operation	EMS and Caltrans, through permit process
C.1 Develop and use off-site helipad	Operation	EMS
C.2 Select off-site helipad location having less impact than Santa Rosa Avenue site	Operation	EMS
C.7 Limit construction hours when building off-site helipad	Construction	EMS and Santa Rosa, through use permit process
E.2 Operate off-site helipad to limit dust production	Operation	EMS and Santa Rosa, through use permit process
E.5 Implement dust abatement during construction of off-site helipad	Construction	EMS and Santa Rosa, through use permit
F.1a Comply with Hospital Seismic Safety Act	Operation	OSHDP, through permit process
F.1b Design and construct off-site helipad in conformance with applicable regulations to reduce ground shaking or ground failure impacts	Construction	EMS and Santa Rosa, through use and building permits
F.3 For any construction at the hospital related to this project, comply with seismic design requirements	Construction	OSHDP, through permit process
F.5 For any construction related to this project, comply with applicable policies to reduce effects of expansive soils	Construction	EMS and Santa Rosa and OSHDP, through permit process
G.4 Implement Best Management Practices for stormwater during construction of helipad	Construction	EMS and Santa Rosa, through use permit process
J.1 If archaeological resources encountered during construction of helipad, develop monitoring program	Construction	EMS and Santa Rosa, through use permit process

1. Agencies: EMS = Coastal Valleys EMS Agency; Santa Rosa = City of Santa Rosa; OSHDP = Office of Statewide Health Planning and Development; Caltrans = California Department of Transportation, Division of Aeronautics

RECORD OF COMPLIANCE

Mitigation Measure A.1a: The project proponent shall make all feasible efforts as specified by the City of Santa Rosa to reduce any incompatibility of its on-site and off-site helipads with adjacent uses, including but not limited to noise, rotor wash effects, and effects on clientele of existing uses.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Operation

The Project Manager certifies that the hospital has applied for the necessary use permit(s) from the City of Santa Rosa for the on and off-site helipads, and has agreed to comply with all design and operational conditions placed by the City.

Project Manager: _____ **Date:** _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by the appropriate permit(s) issued by the City of Santa Rosa, and that any operational requirements of the permit(s) have been incorporated into the hospital's operational plans for the helipads.

Project Manager: _____ **Date:** _____
Comments:

Mitigation Measure B.2a: Design, operate, and maintain the off-site helipad in accordance with applicable regulations, guidelines, and standards including but not limited to the Federal Aviation Administration's Heliport Design Advisory Circular (AC 150/53990-2A) Caltrans' Design Standards for Heliports (California Code of Regulations, Title 21, Article 4, Sections 3550-3554), and the Sonoma County Emergency Medical Services Ordinance No. 4386.

Applicability: This measure will be implemented if a new off-site helipad is used, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Operation

The Project Manager certifies that the hospital has submitted the design of the off-site helipad to Caltrans for review and permit.

Project Manager: _____ Date: _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by the appropriate permit from Caltrans, and that any operational requirements of that permit have been incorporated into the hospital's operational plans for the helipad.

Project Manager: _____ Date: _____
Comments:

Mitigation Measure B.2b: Modify the on-site helipad as deemed necessary by Caltrans (the helipad permitting authority) to meet applicable current design standards, and operate and maintain the helipad in accordance with applicable regulations, guidelines, and standards.

Applicability: This measure applies to the use of the existing on-site helipad, regardless of which off-site helipad is used.

Time of Implementation: Operation

The Project Manager certifies that the hospital has designed the necessary helipad modifications and submitted same to Caltrans.

Project Manager: _____ Date: _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by the appropriate permit from Caltrans, and that any operational requirements of that permit have been incorporated into the hospital's operational plans for the helipads.

Project Manager: _____ Date: _____
Comments:

Mitigation C.1: The project sponsor will develop and use an off-site helipad.

Time of Implementation: Operation

The Project Manager certifies that the hospital has either: (1) agreed to use the Sonoma County Airport as an off-site helipad; or (2) has made application to the City of Santa Rosa and Caltrans as necessary to develop an off-site helipad, and has made a commitment to develop the helipad when the permits have been issued.

Project Manager: _____ Date: _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by: (1) the completion of the off-site helipad (if the hospital chooses not to use the County Airport); (2) development of appropriate policies governing the use of the off-site helipad; and (3) establishment of a flight review committee to periodically review the use of the helipad and report to the EMS on conformance to the policies.

Project Manager: _____ Date: _____
Comments:

Mitigation Measure C.2: A different off-site helipad site where noise impacts would be less than the Santa Rosa Avenue site will be selected.

Time of Implementation: Operation

The Project Manager certifies that the hospital has agreed to use the Sonoma County Airport as its off-site helipad, or has agreed to develop an off-site helipad at either the Yardbirds Shopping Center, or Kaiser Hospital site. Any of these sites would have noise impacts smaller than the Santa Rosa Avenue site originally proposed by the hospital.

Project Manager: _____ Date: _____
Comments:

Mitigation Measure C.7: Noisy construction activities should be limited to the period of 7:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m., on weekends and Holidays.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has taken other measures to ensure that the construction contractor will comply with this measure.

Project Manager: _____ Date: _____

Comments:

Mitigation Measure E.2: Project sponsor shall ensure that off-site helipad is designed and constructed so as to limit dust-producing events to a level acceptable to the City of Santa Rosa Community Development Department

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad and has agreed to comply with all dust control conditions placed on the helipad by the City.

Project Manager: _____ Date: _____

Comments:

Mitigation Measure E.5: The project sponsor shall require the construction contractor to implement a dust abatement program.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has agreed to ensure that the construction contractor will comply with this measure.

Project Manager: _____ **Date:** _____

Comments:

Mitigation Measure F.1a: Memorial Hospital shall be required to comply with seismic design criteria set forth by the Hospital Seismic Safety Act of 1972 as enforced by OSHPD and SB 1953.

Time of Implementation: Operation

No seismic upgrades beyond those already required by State law are required or approved by this designation of the Trauma Center. Implementation of this mitigation measure would be by the normal enforcement of State law by the Office of Statewide Health Planning and Development (OSHPD).

Mitigation Measure F.1b: Design and construction of an off-site helipad and any other project-related facilities shall be in accordance with all applicable local, state, and federal policies, codes, and regulations, and appropriate engineering investigation practices necessary for the reduction of the damaging effects of ground shaking and ground failure.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of the off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit and/or building permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has demonstrated that the helipad will comply with this measure.

Project Manager: _____ Date: _____
Comments: _____

Mitigation Measure F.3: Although no new on-site construction is expected in association with designation as the Level II Trauma Center, if new on-site construction does occur due to designation, Memorial Hospital shall comply with the seismic design requirements of OSHPD.

Applicability: This measure will be implemented if new on-site construction is required at the hospital as a result of this designation.

Time of Implementation: Construction

No construction at the hospital, other than possible modification of the existing helipad, is expected to be required as a result of this designation of the Trauma Center. Implementation of this mitigation measure, if required, would be by the OSHPD as part of their normal building permit review.

Mitigation Measure F.5: Any facilities constructed or altered as a result of designation as the Trauma Center will comply with applicable policies and appropriate engineering investigation practices necessary to reduce the potential detrimental effects of expansive soils.

Applicability: This measure will be implemented if new construction associated with this Trauma Center designation is required at the hospital, or if a new off-site helipad is constructed as a result of this designation.

Time of Implementation: Construction

No construction at the hospital, other than possible modification of the existing helipad, is required or approved by this designation of the Trauma Center. Implementation of this mitigation measure, if required, would be by the OSHPD as part of their normal building permit review.

If a new off-site helipad is constructed, the Project Manager certifies that the hospital has obtained the necessary use permit and/or building permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has demonstrated that the helipad will comply with this measure.

Project Manager: _____ Date: _____
Comments: _____

Mitigation Measure G.4: The project sponsor shall require the off-site helipad building contractor to develop and implement best management practices (BMPs) for stormwater and erosion control.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has agreed to ensure that the construction contractor will comply with this measure.

Project Manager: _____ **Date:** _____

Comments:

Mitigation Measure J.1: If Native American cultural resources are encountered during Scenario 1 helipad construction, the construction contractor shall cease construction while a qualified specialist evaluates the find and formulates a program of on-site monitoring to prevent substantial inadvertent adverse change in significant archaeological or cultural resources. If human remains are encountered, California law stipulates that the Medical Examiner's office be notified immediately and given an opportunity to examine and evaluate the findings. The archaeological consultant and a representative of the Native American Heritage Commission would also be consulted so an adequate mitigation plan for the remains could be developed.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has agreed to ensure that the construction contractor will comply with this measure.

Project Manager: _____ **Date:** _____

Comments:

Exhibit B. Insurance Requirements

(Template 5 – Rev February 3, 2021)

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: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 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 \$25,000, 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.
- 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***
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. 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 Limits: \$5,000,000 per claim or per occurrence; \$5,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
- c. If Hospital’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Hospital arising from the negligence of Hospital, Hospital’s employees and Hospital’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. 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.

- f. ***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.