

AGREEMENT BETWEEN THE COUNTY OF SONOMA AND
ADVENTIST HEALTH, UKIAH VALLEY HOSPITAL FOR
DESIGNATION AS A LEVEL IV TRAUMA CENTER

This agreement (“Agreement”), dated _____, 2021 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and Adventist Health, Ukiah Valley Hospital, a licensed acute care Hospital located at 275 Hospital Drive, Ukiah, California (hereinafter “Hospital”). County and Hospital are sometimes referred to in this Agreement as a “party” or collectively as the “parties.”

RECITALS

WHEREAS, County is authorized by law to develop an Emergency Medical System (“EMS”), 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 Sonoma County and Mendocino County 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, Hospital desires designation by the EMS Agency as a Level IV trauma center according to the terms and conditions set forth in this Agreement; 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 Sonoma County and Mendocino County Board of Supervisors, to among other responsibilities, establish a regional trauma care system.

(b) “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.

(c) "Trauma Center Services" means services meeting or exceeding the minimum standards for a Level IV 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 3 (a) below.

(d) "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. Term

This Agreement shall have a term of 10 years, beginning at 12:00 a.m. on June 1, 2020 and continuing through and including May 31, 2030, unless earlier revoked, suspended, or terminated pursuant to this Agreement.

3. Obligations of Hospital

(a) Hospital will provide trauma center services meeting or exceeding the minimum standards for a Level IV 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. 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; 3) local EMS Agency plans, policies, and protocols; and the 4) terms and conditions this Agreement.

(b) Hospital shall provide Trauma Center Services to trauma patients, throughout the full period of inpatient hospital care, regardless of patients' ability to pay physician fees and/or hospital costs, unless the trauma patient is transferred pursuant to paragraph 3(c) below.

(c) Hospital shall transfer trauma patients to other facilities only when medically appropriate or as may be requested or required by a trauma patient or his or her health plan or other applicable third-party payor. A trauma patient 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 trauma patient 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 physician. Any transfer of a trauma patient must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd) and the regulation promulgated there under.

(d) Hospital shall comply with all the terms and conditions as set forth in this Agreement.

(e) 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.

(f) Hospital shall provide, at Hospital's sole expense, all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement. All such services will be performed by Hospital, or under Hospital's supervision by persons authorized by Hospital to perform such services.

(g) 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, 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. Whenever the EMS Agency determines that a change has resulted in an immediate threat to the public health and safety, the EMS Agency may immediately suspend the trauma center designation, effective upon notice to Hospital. The hearing rights specified in Section 26 shall apply to immediate suspension.

(h) Hospital shall allow EMS Agency, or its authorized agents, to inspect Hospital's facilities, books and records related to the performance of this Agreement.

(i) 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.

(j) 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 Trauma Patients. Hospital will participate in the integration and transmission of electronic data to the State EMSA CEMESIS-Trauma database.

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

4. Obligations of the EMS Agency

(a) The EMS Agency shall perform periodic site visits, both announced (with at least 48 hour notice) and unannounced, to Hospital for the purpose of monitoring performance and compliance with this Agreement.

(b) The EMS Agency shall meet and consult with Trauma Audit Committee prior to the adoption of any policy or procedure that concerns the administration of the trauma system, or the triage, transport, and treatment of Major Trauma Persons.

5. 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 Vice President, Finance/CFO or designee shall administer this Agreement on behalf of the Hospital.

6. On-Site Review

EMS Agency shall have the right at all times to monitor, assess, or evaluate Hospital's performance as a Level IV 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 designation, the EMS Agency may, at its discretion, conduct an on-site review 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, as permitted under state Evidence Code Sections 1157 and 1158. At the end of the first year of designation and at least every three years thereafter, the EMS Agency may conduct a site review by a Site Review Committee which may include a trauma surgeon(s), emergency physician(s), neurosurgeon(s), trauma nurse coordinator(s), hospital administrator(s), EMS Agency administrator(s), and/or similar experts. All costs incurred by the EMS Agency in connection with any such Site Review Committee shall be assessed to Hospital in addition to the Annual Trauma Center Costs. All costs incurred will be verified with receipts by EMS to Hospital.

If requested by Hospital, Agency will accept a report of a trauma center review conducted by American College of Surgeons, paid for by Hospital in lieu of an outside review conducted by the EMS Agency.

7. Designation Fee and Other Costs

(a) Initial Designation Fee. Hospital shall pay to the EMS Agency a one-time initial-designation fee of Twenty Thousand Dollars (\$20,000), which shall cover the first year Annual Trauma Center Costs.

(b) Annual Trauma Center Costs. For each consecutive year, beyond the first year, during the term of this Agreement, Hospital shall issue payment to County in the amount of the previous year's fee plus the Consumer Price Index for December of the invoiced year for the San Francisco-Oakland-San Jose, California area.

(c) Payment of Fees. All payment of amounts required under this Paragraph 7 shall be due and payable 30 days after the date of the EMS Agency's invoice. The EMS Agency's sole recourse for any failure by Hospital to pay the initial or annual designation fee shall be to suspend or revoke Hospital's designation. At its discretion, EMS Agency may suspend Hospital's designation whenever payment of a fee or cost is more than ten days overdue, and may revoke the designation whenever a payment of a fee or cost is more than 90 days overdue.

8. Maintenance of Records

To enable EMS Agency to ensure that Hospital is complying with the terms of this Agreement, Hospital shall maintain patient care revenue, expenditure, budget and cost data, including all data necessary to show actual reimbursement, distinguishing trauma patients from all other patients and trauma care from all other private or public activities of the Hospital and/or its subcontractors. All administrative records under this Agreement shall be maintained by the Hospital for a minimum of seven (7) years after the termination date of this Agreement.

9. 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.

10. Right to Audit, Inspect, and Copy Records

At any time during normal business hours and as often as EMS Agency may deem necessary, Hospital's Director of Emergency Services, shall make available to EMS Agency officials for examination all of its records with respect to all matters covered by this Agreement and will permit EMS Agency officials to audit, examine, copy and make excerpts or transcripts from such records, including without limitation all invoices, materials, payrolls, financial records, personnel records, information regarding patients receiving trauma services, and other data relating to all matters covered by this Agreement, all to the maximum extent permitted by law.

11. Data and Reports

Hospital shall submit reports as requested by EMS Agency, in a format to be reasonably determined by the EMS Agency from time to time. 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.

12. 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. Hospital-selected legal counsel shall be subject to County's approval, not to 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.

13. Insurance

With respect to performance of services under this Agreement, Hospital shall maintain insurance as described in Exhibit A (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

14. 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.

15. Patient Transport

Hospital acknowledges that EMS Agency policies and procedures require that major trauma patients be transported to the closest most appropriate 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 patients to a facility other than the closest most appropriate Trauma Center, except as specifically authorized by EMS Agency policies or procedures. Hospital acknowledges that the EMS Agency make no representation, and does not guarantee, that major trauma patients will be delivered or diverted to Hospital for care and cannot assure that a minimum number of major trauma patients will be transported to Hospital during the term of this Agreement.

16. 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 trauma patients. 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 provision of hospital 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.

17. 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.

18. 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.

19. EMS Meetings and Training

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 requested from time to time by the EMS Agency Medical Director.

20. Base Hospital Status

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

21. Nondiscrimination

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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

22. 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 shall not be released to any third party except as required by law. This Section 22 shall survive termination of this Agreement.

23. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or by U.S. Mail or courier service, to the following representatives at the address cited below:

EMS AGENCY	HOSPITAL
Jen Banks EMS Coordinator Kristina Griffith Administrative Aide Public Health Division County of Sonoma 195 Concourse Blvd., Suite B Santa Rosa CA 95403 707-565-6508 jen.banks@sonoma-county.org; kristina.griffith@sonoma-county.org	Ginger Bazzani Contract Analyst Adventist Health, Ukiah Valley Hospital 275 Hospital Drive Ukiah, CA 95482 707-467-5294 bazzangh@ah.org

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.

24. Assignment

Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

25. Relationship of the Parties

Operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of the Hospital. The parties intend that Hospital, as well as its officers, agents, employees, and subcontractors, including its professional and non-professional

staff, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Hospital is not to be considered an agent or employee of 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 this Agreement pursuant to Paragraph 26 below, Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

26. 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, 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) Submission by Hospital to the EMS Agency of reports that are materially or repeatedly incorrect or incomplete in any respect;

(4) 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.

27. 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.

28. Termination by Hospital

Hospital may terminate this Agreement and its designation as a Level IV Trauma Center for any reason upon ninety day (90) days written notice to the EMS Agency.

29. Miscellaneous Provisions

(a) No Waiver of Breach. The waiver by any party of any breach by the other party 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) Merger. This document and its exhibits and references incorporated herein fully express all understandings of the parties concerning matters covered herein, and supersede any other agreements between the parties for the services described herein. No addition to or alteration of the terms of this Agreement shall be effective unless it is in writing and executed by


the EMS Agency Director. Other EMS Agency personnel are without power to waive or alter any of the terms and conditions of this Agreement.

(h) Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

(Signature Page to Follow)

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

ADVENTIST HEALTH, UKIAH VALLEY HOSPITAL:



Judson Howe
President and CEO

Date: 7/16/2021

COUNTY OF SONOMA/EMS AGENCY:
Approved; Certificates of Coverage on File with County:

Director or Designee
Department of Health Services/Coastal Valleys EMS Agency

Date: _____

Approved as to Substance:



Division Director or Designee

Date: 7-16-21

Approved as to Form:



Sonoma County Counsel

Date: July 8, 2021

Exhibit A. Insurance Requirements

(Template 5.1 – Rev 2016 Sept 29)

With respect to performance of services under this Agreement, Hospital shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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. Workers Compensation coverage with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. *Required Evidence of Insurance*: Certificate of Coverage.

2. General Liability Insurance

- a. Commercial General Liability Insurance on an occurrence form.
- b. Minimum Limits: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 Products/Completed Operations Aggregate.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. 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 participants as respects the acts, errors and omissions of Hospital.
- e. The coverage provided to the additional participants shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between Hospital and County and include a "separation of covered parties" or "severability" clause.
- g. Required Evidence of Insurance:
 - i. Copy of the additional covered party endorsement;
 - ii. Copy of the endorsement or policy language indicating that coverage for County is primary and non-contributory; and
 - iii. Certificate of Coverage.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned, hired and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Coverage.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$5,000,000 per medical incident; \$10,000,000 annual aggregate.

- b. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than September 1, 2016.
- c. Coverage applicable to the services performed under this Agreement shall be continued for the entire term of this agreement.
- d. Required Evidence of Coverage: Certificate of Coverage

5. Insurance for Hospital's Subcontractors, Contractors and Agents

The Hospital shall use reasonable efforts to require its subcontractors, contractors and other agents to maintain the above insurance requirements in an amount no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregates

6. Documentation

- a. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Hospital agrees to maintain current Evidence of Insurance on file with EMS Agency for the entire term of this Agreement.
- 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. Hospital shall submit required Evidence of Coverage 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, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Hospital's participation in Adventist Health's programs of self-insurance is deemed to satisfy these insurance requirements. The EMS Agency, in its sole option, may suspend or revoke Hospital's designation and obtain damages from Hospital resulting from said breach.