

**AGREEMENT  
DESIGNATION AS A  
TRAUMA CENTER LEVEL I HOSPITAL**

This Agreement is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“COUNTY”), by and through the Yolo County Emergency Medical Service Agency (“YEMSA”), and The Regents of the University of California on behalf of University of California, Davis Health (“CONTRACTOR”), jointly referred to as “the Parties” herein and who agree as stated below.

- I.** The term of this Agreement shall be five (5) years commencing on **July 1, 2024** and terminating on **June 30, 2029**, unless terminated sooner as prescribed in Section VI of Exhibit C of this Agreement.
- II.** CONTRACTOR shall perform the Trauma Center Level I Hospital services specified in Exhibit A.
- III.** The compensation paid by CONTRACTOR to COUNTY shall be an initial payment of **NINETY-ONE THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$91,248.56)**, and then adjusted up on an annual basis by four percent (4%) each year, effective on each July 1st as specified in as specified in Exhibit B.
- IV.** The complete Agreement shall include the following Exhibits attached hereto and incorporated herein by this reference:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions

As used in each Exhibit, the term “Agreement” refers collectively to the Exhibits and this cover page, which taken together shall constitute a single binding Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

**CONTRACTOR:**

**COUNTY:**

\_\_\_\_\_  
Lisa Thorworth-Meier  
UC Davis Health

\_\_\_\_\_  
Lucas Frerichs, Chair  
Board of Supervisors

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

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

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By Hope P. Welton  
Hope P. Welton, Senior Deputy

## EXHIBIT A – SCOPE OF SERVICES

### I. SERVICES

CONTRACTOR shall perform Trauma Center Level I Hospital services in accordance with the terms of this Agreement without interruption, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year at the hospital facility owned and operated by CONTRACTOR (“Hospital”) located at:

UC Davis Medical Center  
2315 Stockton Boulevard  
Sacramento, CA 95817

### II. OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall:

- A. Ensure that Hospital meets and complies with all the requirements of this Agreement.
- B. Ensure that Hospital is verified as a Trauma Center Level I hospital by the American College of Surgeons (ACS).
- C. Provide all services, equipment and personnel including maintenance of adequate staffing levels, equipment and facilities according to the Trauma Center Level I Designation Criteria outlined in the California Code of Regulations, Title 22, Division 9, Chapter 7, Trauma Care Systems, §100259, and Division 2.5 of the California Health and Safety Code available at the Emergency Medical Services (EMS) Agency Office and on the internet at <http://www.emsa.ca.gov/laws/default.asp>.
- D. Ensure that all services provided by Hospital be in strict compliance with applicable State and Federal laws and regulation, and with local ordinances, regulations, resolutions, practices, policies, and procedures established by COUNTY.
- E. Ensure that Hospital accept all COUNTY patients triaged as having traumatic injuries and transported to Hospital and provide appropriate medical management for said victims without regard to the patient’s economic status, educational background, race, color, religion, ancestry, national origin, sexual orientation, gender identity/expression, disability, medical condition, marital status, age, registered domestic partner status, genetic information, citizenship, primary language, immigration status (except as required by federal law) or the source of payment for care, and/or Hospital costs.
- F. CONTRACTOR shall develop and implement written policies and procedures in consultation with YEMSA designed to see that patients presenting to Hospital with possible traumatic injuries receive appropriate care in a timely manner and detail trauma related performance improvement activities.
- G. Maintain the trauma registry to be concurrent containing identifiable patient and population-based data, specified in YEMSA policy, with respect to all patients transported to Hospital by ambulance with suspected traumatic injuries and patients treated for trauma at Hospital. At a minimum, 80 percent (80%) of cases must be entered within sixty (60) days of discharge
- H. Submit quarterly Quality Improvement (QI) Committee Data Reports and annual performance reports in the format outlined in YEMSA policy. Said reports shall be submitted within three (3) months of conclusion of calendar quarter or calendar year respectively.
- I. Collect and enter data into Trauma One trauma registry data collection management system.

- J.** Facilitate implementation of future data elements identified from trauma system performance improvement activities.
- K.** CONTRACTOR shall notify YEMSA immediately of changes of assignment of personnel positions outlined in the California Code of Regulations, Title 22, Division 9, Chapter 7, Trauma Care Systems, §100259, and Division 2.5 of the California Health and Safety Code.
- L.** Provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this agreement.
- M.** Notify YEMSA, in writing, within twenty-four (24) hours of any failure to meet the standards outlined in this Agreement and take corrective action within a period of time specified and approved by YEMSA.
- N.** Immediately notify YEMSA of any circumstances that will prevent CONTRACTOR from providing Trauma Center Level I services.
- O.** Comply with any YEMSA Plan of Correction, regarding any identified failure to meet Trauma Center Level I standards, within the timeframes established by YEMSA.
- P.** Not subcontract, delegate, or assign any portion of its rights hereunder, or services, personnel, vehicles, or equipment provided under this Agreement without the express written permission of COUNTY. Any subcontractor must agree to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under this Agreement. CONTRACTOR further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

### **III. HOSPITAL STANDARDS**

- A.** Hospital shall keep in effect the following:
  - 1. Licensure as a general acute care hospital in the State of California;
  - 2. A permit for basic or comprehensive emergency services;
  - 3. Joint Commission on Accreditation of Healthcare Organizations accreditation;
  - 4. American College of Surgeons (ACS) Level I Trauma Center verification;
  - 5. A trauma surgeon on call dedicated to a single trauma center while on duty;
  - 6. Written reciprocal transfer agreements with Yolo County hospitals maintaining designations or agreements with YEMSA to receive those patients requiring specialty or higher level trauma services expeditiously. COUNTY is responsible for enforcement of this requirement;
  - 7. Written transfer agreements with referring trauma centers;
  - 8. Written transfer agreements with ambulance providers for prompt repatriation of patients.
- B.** Trauma patients meeting criteria for the highest level of activation will have a multidisciplinary team responsible for the initial resuscitation and management of the trauma patient and capable of providing assessment, resuscitation, and stabilization of patient within fifteen (15) minutes of trauma team activation eighty percent (80%) of the time.
- C.** Hospital may transfer patients between and from trauma centers providing that:

1. Hospital has written agreements in place as required in Section III. Of Exhibit A herein.
2. Transfers are medically prudent as determined by the trauma surgeon of record.
3. Transfers are in accordance with the YEMSA inter-facility transfer policies.
4. If Hospital has repatriated trauma patients, Hospital provides the receiving trauma center with all required information for the Trauma One trauma registry data collection management system as specified by the YEMSA.
5. Hospital has written criteria for consultation and transfer of patients needing a specialty level of care.
6. Other hospitals receiving trauma patients participate in system and trauma center quality improvement activities for those trauma patients CONTRACTOR transfers.

**D.** Hospital staff shall meet the following educational standards:

1. All general surgeons, emergency medicine physicians and midlevel providers on the trauma team must have successfully completed the Advanced Trauma Life Support (ATLS) course at least once.
2. All Board -certified emergency medicine physicians or those eligible for certification by an appropriate emergency medicine board according to their current requirements, must have successfully completed the ATLS course at least once. Physicians who are certified by boards other than emergency medicine who treat trauma patients in the emergency department are required to have current ATLS status.
3. A minimum of eighty percent (80%) of the nurses that work in the Emergency Department (ED) and Intensive Care Unit (ICU) of the Hospital must have successfully completed the Trauma Nursing Core Course (TNCC).

**IV. PERFORMANCE IMPROVEMENT**

- A.** Hospital shall maintain an internal quality improvement program that includes, but is not necessarily limited to:
1. An established quality improvement process which includes structure, process, and outcome evaluations for patient care and system issues (e.g. deaths, medical complications, sentinel events, and organizational issues).
  2. An established improvement process to identify root causes of problems.
  3. Interventions to reduce or eliminate causes.
  4. Steps / actions taken to correct the problems identified.
  5. Allowances for YEMSA to participate in the Hospital quality improvement process.
  6. A detailed audit of all trauma-related deaths, major complications, and transfers.
  7. A multidisciplinary, inter-professional, trauma peer review committee that includes all members of the trauma team.
  8. Participation in the YEMSA trauma advisory quality improvement committee.
  9. Participation in the Regional Trauma Coordinating Committee (RTCC).

10. The trauma center must engage in public and professional trauma education.
11. A written system in place for patients, parents of minor children who are patients, legal guardians of children who are patients, and or primary care givers of children who are patients, to provide input and feedback to CONTRACTOR regarding the medical care provided.

**V. PROTOCOLS, POLICIES, AND PROCEDURES**

**A. YEMSA shall:**

1. Review and update components of CONTRACTOR's Trauma Plan, as appropriate.
2. Evaluate protocols, policies, and procedures for the YEMSA's Emergency Medical Services System, in accordance with applicable chapters of the California Code of Regulations Title 22, Division 9, Chapter 7, Trauma Care Systems, §100259, Level I Trauma Centers, and Division 2.5 of the California Health and Safety Code, and make appropriate changes as necessary.
3. Notify CONTRACTOR when it desires to adopt, change, or modify the protocols, policies, and/or procedures which make up YEMSA's Trauma Plan, or the direct triage, transport, and treatment of trauma patients.
4. Implement policies, procedures, and/or protocols subsequent to review by CONTRACTOR. YEMSA will consider CONTRACTOR input in the implementation of protocols, policies, and procedures, but YEMSA shall have the sole authority in determining the appropriateness of the protocols, policies, and procedures.

## EXHIBIT B – TERMS OF PAYMENT

### I. CONTRACTOR payment to COUNTY shall be as follows.

A. ANNUAL FEE & ESCALATION: CONTRACTOR shall reimburse COUNTY for reasonable costs incurred as a result of designating and regulating Hospital as a Trauma Center Level I Hospital in accordance with the Emergency Medical Services Act, Health and Safety Code § 1797 et seq. as set forth below.

#### 1. CONTRACTOR shall pay COUNTY an annual fee.

- a) The first-year fee is **NINETY-ONE THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$91,248.56)** and is due within fifteen (15) calendar days of the contract's execution or start date, whichever is latest.
- b) After the first Fiscal Year (FY) the fees shall increase on July 1<sup>st</sup> of the following FY by four percent (4%). Fees must be paid in full by July 30<sup>th</sup> of each term of this Agreement.
- c) Payment schedule:
  - i. Year One (1) payment = \$91,248.56 (FY 2024-25, due within 15 calendar days of Agreement's execution or start date, whichever is latest)
  - ii. Year Two (2) payment = \$94,898.50 (FY 2025-26, due by July 30<sup>th</sup>, 2025)
  - iii. Year Three (3) payment = \$98,694.44 (FY 2026-27, due by July 30<sup>th</sup>, 2026)
  - iv. Year Four (4) payment = \$102,642.22 (FY 2027-28, due by July 30<sup>th</sup>, 2027)
  - v. Year Five (5) payment = \$106,747.91 (FY 2028-29, due by July 30<sup>th</sup>, 2028)
- d) Checks shall be made payable to County of Yolo and mailed to:

Yolo County HHSA-YEMSA  
137 N. Cottonwood Street Suite 1300  
Woodland, CA 95695

B. In the event of the termination of this Agreement by COUNTY without cause, COUNTY shall return to CONTRACTOR a **prorated amount** of the annual fee paid by CONTRACTOR for that year. The prorated amount will be based on the number of months left in the payment year. The fee is not otherwise refundable in whole or in part.

II. COUNTY shall not compensate CONTRACTOR for any services provided under or in connection with the Agreement. COUNTY shall not be liable for any costs or expenses incurred by CONTRACTOR to satisfy CONTRACTOR's responsibilities under this Agreement, including any costs or expenses incurred by CONTRACTOR for services provided to Acute Stroke Victims lacking the ability to pay for services.

## EXHIBIT C – TERMS AND CONDITIONS

### I. DESIGNATION AND RELATED MATTERS

- A. Through and upon execution of this Agreement, YEMSA designates CONTRACTOR owned and operated Hospital, identified in Section I of Exhibit B, as a Primary Stroke Center.
- B. YEMSA may withdraw this designation if CONTRACTOR fails to perform according to the provisions of this Agreement.

YEMSA shall meet and consult with CONTRACTOR prior to the adoption of any policy or procedure that concerns the administration of the stroke care system, or the triage, transport, and treatment of Acute Stroke Victims.

### II. CONFLICTS OF INTEREST

Neither HOSPITAL nor YEMSA shall exert any direct or indirect influence that would cause or contribute to the transport of Trauma patient to a facility other than the closest Trauma Center, except as specifically authorized by YEMSA policies or procedures.

### III. CONFIDENTIALITY

CONTRACTOR agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of patients served under this Agreement, their records, or services provided them, and assures that:

- A. All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Agreement will be confidential and will not be open to examination for any purpose not directly connected with the administration of such service.
- B. The Parties 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. Such information shall be divulged only as provided by law. YEMSA agrees that it is a “Health Oversight Agency” under HIPAA and, therefore, a Business Associate Agreement is not necessary. Nothing in this Agreement shall require CONTRACTOR to provide or disclose to YEMSA, or anyone else, the following:
  - 1. Documents generated solely in anticipation of malpractice litigation
  - 2. Documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the Hospital, other than the medical staff committee responsible for evaluating care.
- C. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
- D. Disclosure of any medical staff document to YEMSA shall not constitute a waiver by CONTRACTOR of the protections afforded by California Evidence Code § 1157. If any disclosure of information contained in a medical staff committee document is sought from YEMSA by a third

party, YEMSA shall notify CONTRACTOR and shall raise all applicable objections or defenses to the demand for disclosure.

#### **IV. MUTAL COOPERATION**

It is agreed that mutual non-competition among designated Trauma Centers, as well as their associated helicopter services, is vital to providing optimal medical care under the Trauma System. In furtherance of such cooperation, CONTRACTOR agrees to provide access to the helipad, if any, located at CONTRACTOR to all helicopter services, to the extent necessary to triage and/or transport Trauma patients to HOSPITAL. CONTRACTOR will not charge helicopter services for such landing privileges.

#### **V. PERFORMANCE REVIEW AND INSPECTIONS**

For the purposes of ensuring the CONTRACTOR is in compliance with the provisions of this Agreement YEMSA shall have the right to, and shall:

- A.** Perform periodic announced and/or unannounced site visits to HOSPITAL for the purpose of monitoring performance and compliance.
- B.** Monitor, assess, and evaluate CONTRACTOR's performance. Such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff and Trauma program participants.
- C.** Inspect any and all CONTRACTOR records with respect to all matters covered by this Agreement.
- D.** Review at least semi-annually the CONTRACTOR's compliance with this Agreement and all applicable policies, procedures, and regulations.
- E.** Participate in a committee that monitors, evaluates, and reports on the necessity, quality, and level of trauma care services.

#### **VI. AGREEMENT TERMINATION**

##### **A. Termination without Cause**

- 1.** YEMSA shall have the right to terminate this Agreement without cause upon one hundred eighty (180) calendar days' written notice to CONTRACTOR.
- 2.** CONTRACTOR shall have the right to terminate this Agreement without cause upon ninety (90) calendar days' written notice to YEMSA.

##### **B. Termination for Cause**

- 1.** YEMSA may terminate this Agreement upon written notice to CONTRACTOR as set forth below and subject to CONTRACTOR's opportunity to cure as set forth below upon the occurrence of any one (1) or more of the following events:
  - a)** Any material breach of this Agreement by CONTRACTOR .
  - b)** Any violation of or failure to comply with the terms of this Agreement by CONTRACTOR
  - c)** Any failure to comply with a plan of correction imposed by YEMSA.
  - d)** Any failure to provide timely medical treatment for Trauma patients causing unnecessary risk of mortality and/or morbidity for the patients.

- e) Loss or suspension of licensure as an acute care hospital , loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by CONTRACTOR under the terms of this Agreement, loss or suspension of accreditation by the Joint Commission on the Accreditation of Health Care Organizations (TJC) or by the ACS.
  - f) Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of CONTRACTOR , which causes or contributes to CONTRACTOR's diversion of ambulances transporting Trauma patients intended for CONTRACTOR.
  - g) Submission by CONTRACTOR to YEMSA reports or information that CONTRACTOR knows or should know are incorrect in any material respect.
  - h) Repeated failure to submit specified reports or other information required under this Agreement.
2. Opportunity to Cure: Prior to the exercise of YEMSA'S right to terminate for cause, YEMSA shall give CONTRACTOR at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. YEMSA may shorten the Correction Period to no fewer than seven (7) days if YEMSA determines that CONTRACTOR's action or inaction has seriously threatened, or will seriously threaten, public health and safety. If CONTRACTOR has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of YEMSA, or YEMSA has not approved a plan of correction within the Correction Period, YEMSA may terminate this Agreement upon written notice to CONTRACTOR, specifying the effective date of termination. No opportunity to cure is required prior to YEMSA's termination of this Agreement for failure by CONTRACTOR to complete any plan of correction imposed by YEMSA.

## VII. DISPUTES

- A. Any dispute arising under this Agreement shall first be heard by the Director, who shall put their decision in writing and mail a copy thereof to the address for the notice to CONTRACTOR. The decision of the Director shall be final unless, within thirty (30) calendar days from the date such copy is mailed to CONTRACTOR, CONTRACTOR appeals the decision in writing to the County Administrative Officer (CAO).
- B. That dispute shall then be decided by the CAO, who shall put their decision in writing and mail a copy thereof to the address for the notice to CONTRACTOR. The decision of the CAO shall be final unless, within thirty (30) days from the date such copy is mailed to CONTRACTOR, CONTRACTOR appeals the decision in writing to the County Board of Supervisors (BOS).
- C. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting CONTRACTOR's position. In connection with any appeal proceeding, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the BOS at a regular board meeting. Pending a final decision of the dispute CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the CAO's decision. The decision of the BOS on the appeal shall be final for purposes of exhaustion of administrative remedies.

**VIII. CONTRACT ADMINISTRATOR**

**A.** The contract administrators for this Agreement shall be as follows:

**CONTRACTOR:**

Programmatic Contact: UC Davis Health  
Department of Patient Care Services  
Attn: Christine Williams, RN, MS, CNS,  
Executive Director, Patient Care Services  
2315 Stockton Boulevard  
Sacramento, CA 95817  
[chrwilliams@ucdavis.edu](mailto:chrwilliams@ucdavis.edu)

Contractual Contact: UC Davis Health  
Attn: Procurement  
2315 Stockton Boulevard  
Sacramento, CA 95817  
916-734-2445  
[lthorworth@ucdavis.edu](mailto:lthorworth@ucdavis.edu)  
Lisa Thorworth-Meier  
Reference Agreement No. 3788 H19-00117V.

**YEMSA:**

Yolo County HHS-A-YEMSA  
Douglas Brim, EMS Administrator  
137 N. Cottonwood Street, Suite 1300  
Woodland, CA 95695  
(530) 661-2911  
[douglas.brim@yolocounty.gov](mailto:douglas.brim@yolocounty.gov)

**B.** Any party may change the designated representative, address, phone number, or email address for their respective contract administrator by providing the other party with written notice of such change. The change shall be effective immediately upon receipt and shall be deemed received through delivery if sent using email, or on the fifth (5<sup>th</sup>) day following deposit in the mail if sent by first class mail.

**IX. NOTICES**

**A.** Any notice shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of YEMSA, COUNTY, and CONTRACTOR at their respective addresses as follows:

**CONTRACTOR:**

UC Davis Health  
UC Davis Health Contracts  
Attn: Erick Jenkins, JD, MS,  
Manager of UC Davis Health Contracts  
(Reference Agreement No.  
2315 Stockton Boulevard  
Sacramento, CA 95817

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**YEMSA:**

Yolo County HHS-A-YEMSA  
Attn: Douglas Brim, EMS Administrator  
137 N. Cottonwood Street, Suite 1300  
Woodland, CA 95695

**COUNTY:**

Yolo County Health and Human Services Agency  
Attn: Nolan Sullivan, Director  
137 N. Cottonwood Street  
Woodland, CA 95695

- B.** In lieu of written notice to the above addresses, any party may provide notices using email provided the following email addresses are used:

CONTRACTOR: [lthorworth@ucdavis.edu](mailto:lthorworth@ucdavis.edu)  
Lisa Thorworth-Meier  
Reference Agreement No. 3788, H19-00117V

YEMSA: [douglas.brim@yolocounty.gov](mailto:douglas.brim@yolocounty.gov)

COUNTY: [douglas.brim@yolocounty.gov](mailto:douglas.brim@yolocounty.gov)

Copy to: [HHSContracts@yolocounty.gov](mailto:HHSContracts@yolocounty.gov)

- C.** Any party may change the designated representative, address, or email addresses to which such communications are to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of change.
- D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5<sup>th</sup>) day following deposit in the mail if sent by first class mail.

**X. COMPLIANCE AND APPLICABLE LAW**

- A.** The Parties shall comply and perform all services specified herein in accordance with all applicable local, COUNTY, state, and federal laws, regulations, statutes, and ordinances, and rules, and YEMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement.
- B.** This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the COUNTY by the state or federal government.
- C.** CONTRACTOR's violation of any of the requirements set forth in subparagraph A above, shall constitute a breach of this Agreement by CONTRACTOR and shall entitle YEMSA to seek all appropriate actions pursuant to this Agreement or as otherwise provided by local, COUNTY, state, federal laws, regulations, statutes, ordinances, directives, rules, and agency policies.
- D.** CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
- E.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

**XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

CONTRACTOR certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a Patient any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other Patients under this Agreement; subjecting a Patient to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a Patient differently from others in determining whether the Patient has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

**XII. RECORDS**

CONTRACTOR shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer. Such records shall be maintained in such a fashion as to be able to separately identify Trauma patients from all other patients.

**XIII. PUBLIC RECORDS ACTI**

Upon its execution, this Agreement (including all exhibits and attachments shall be subject to disclosure pursuant to the California Public Records Act.

**XIV. INDEPENDENT CONTRACTOR**

The Parties agree and understand that this Agreement is by and between two (2) independent contractors who are not officials, officers, employees, or agents of the other in any manner whatsoever, and that the Agreement not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**XV. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that they have the requisite legal authority to enter into this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of CONTRACTOR and YEMSA understand that the COUNTY is relying on this representation in entering into this Agreement.

**XVI. ENTIRE AGREEMENT**

This Agreement, including any exhibits or attachments referenced, constitutes the entire agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY, YEMSA or CONTRACTOR other than those contained in this Agreement. No modification of this Agreement shall be effective unless it is in writing and signed by authorized officials of the Parties.

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## **XVII. COUNTERPARTS**

This Agreement may be executed by the Parties in one (1) or more counterparts, all of which collectively shall constitute one document and Agreement.

## **XVIII. SEVERABILITY**

In the event any portion of this Agreement is declared invalid, the Parties agree that such finding shall not invalidate the entire Agreement and that the remainder of the Agreement will remain binding on the Parties.

## **XIX. WAIVER**

Waiver by either Party of any breach, default, or condition shall not constitute a continuing waiver or a waiver of any subsequent breach, default, or condition or any other right established by this Agreement. Waiver by any Party of any breach, default or condition precedent shall not constitute a continuing waiver or a waiver of any other subsequent breach, default or condition precedent or any other right hereunder.

## **XX. SUCCESSORS**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties, respectively. Neither Party may assign any right or obligation set forth in this Agreement within the express written consent of the other Party.

## **XXI. THIRD PARTY BENEFICIARIES**

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

## **XXII. INDEMNIFICATION**

- A.** CONTRACTOR shall exercise all care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B.** With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the laws or public policy of the State of California, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. CONTRACTOR and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, CONTRACTOR shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

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### XXIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, CONTRACTOR shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
  - a) **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
  - b) **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
  - c) **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.
  - d) **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. Minimum Limits (as applicable) – Insurance coverage shall be with limits not less than the following:
  - a) **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
  - b) **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
  - c) **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).
  - d) **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

- a) **Additional Insured Status** – COUNTY, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the CONTRACTOR's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

- b) **Primary Coverage** – CONTRACTOR’s policy shall be “primary and non-contributory” and will not seek contribution from COUNTY’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  - c) **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to COUNTY.
  - d) **Waiver of Subrogation** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment or any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of COUNTY (if agreed to in a written contract or agreement) before COUNTY’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
  5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that CONTRACTOR changes insurance carriers CONTRACTOR shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that CONTRACTOR changes to a new carrier prior to receipt of any payments due.
  6. CONTRACTOR shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
  7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  8. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  9. The policies shall cover all activities of CONTRACTOR, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  10. For any claims relating to this Agreement, CONTRACTOR’s insurance coverage shall be primary, including as respects COUNTY, its officers, agents, employees and volunteers. Any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR’s liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon COUNTY’s request, CONTRACTOR shall provide complete,

certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

- C. During the term of this Agreement, CONTRACTOR shall furnish COUNTY with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon COUNTY's request, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. COUNTY reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D. CONTRACTOR agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Agreement. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the subcontractor upon request. The General Contractor and/or CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or CONTRACTOR will provide proof of compliance to COUNTY. (Coverage can be provided in the form or an endorsement to CONTRACTOR's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E. CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, COUNTY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

#### **XXIV. WORKERS' COMPENSATION**

The person executing this certificate on behalf of CONTRACTOR affirmatively represents that they has the requisite legal authority to do so on behalf of CONTRACTOR; both the person executing this Agreement on behalf of CONTRACTOR and CONTRACTOR understand that the COUNTY is relying on this representation in entering into this Agreement.

CONTRACTOR shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the COUNTY in a form substantially as set forth below.

#### **WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.