

Yolo County Trauma System Report

2018



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Trauma System Summary

In accordance with established state regulations, attached is the annual update to the Yolo County Trauma Care System Plan.

Yolo County receives approximately 22,000 EMS calls per year. Less than 2% of all EMS calls are for critical blunt trauma. Yolo County is bordered by Colusa, Lake, Napa, Sacramento, Solano, and Sutter Counties. The county covers a total area of 1,023 square miles and is home to a population of 215,802. Davis is the largest populated city, followed by West Sacramento and Woodland. Most of the county is rural, with a majority of the county being agricultural.

Yolo County has two (2) acute care hospitals. There are no adult or pediatric trauma centers within the boundaries of Yolo County. The closest Level I and Level II adult trauma centers are located in the adjacent counties of Sacramento and Solano. The closest pediatric trauma center is located in Sacramento County. Based on the Yolo County Trauma Triage criteria, the most severe trauma cases are transported by a ground or air ambulance to the out-of-county Level I or II trauma centers. Yolo County EMS Agency has interagency agreements with Sacramento and Solano County EMS to use their designated trauma centers.

Local and national standards for trauma care mandate that patients have access to specialized trauma treatment services within one (1) hour of injury. With the rural areas of the county, Code 3 ground ambulance transport times can exceed one (1) hour depending on fixed (e.g. distance to and from scene) and variable (e.g. traffic) factors. In these cases, an air ambulance may be used, whenever possible, to expedite transport to a Level I or II trauma center.

Trauma-specific protocols and procedures are used daily to guide the care of the injured patient. A robust trauma triage procedure that aligns with the trauma center's internal triage procedure is utilized for all patients transported to a trauma center.

Changes in Trauma System

There have been no significant changes to the trauma system since the last update.

Yolo County continues to have barriers with trauma data collection and validation, but has made strides by working with American Medical Response (AMR), the 9-1-1 ALS transport provider, to align county protocols with their ePCR system. Our goal is to ensure that the data collection is accurate and relevant to Yolo County protocols. AMR was able to make specific changes in their ePCR system which made field documentation fields match Yolo County trauma triage criteria, trauma alert, and trauma protocols.

The two trauma centers continue to provide us with excel spreadsheets for all Yolo County trauma patients treated or transferred to their facility. Because the data includes all Yolo County trauma (private vehicle/walk-in's, 9-1-1 transports, and transfers), we have challenges matching up pre-

hospital ePCR data to the hospital data. This makes it difficult to have consistent outcome data for 9-1-1 trauma patients.

Yolo County is an active participant in the Regional Trauma Care Committee (RTCC). This last year, Yolo County stepped in to the role of the administrative assistant to the RTCC, where we secure meeting locations, take meeting minutes, set and distribute the agenda, and distribute information throughout the group.

Yolo County trauma hospitals participate actively in our trauma advisory committee, quality improvement, physician advisory committee (PAC) and RTCC. LEMSA staff actively participates in both bordering county trauma systems' quality improvement by attending case reviews, medical advisory committee, and hospital hosted QI reviews. Yolo County encourages all in-county and out-of-county stakeholders to actively participate in open dialogue and share opportunities for system improvement and regional collaboration.

Number and Designation Level of Trauma Centers

YEMSA has designated out-of-county trauma centers through interagency agreements and receiving facility agreements with the University of California, Davis Medical Center (UCDMC) in Sacramento (Level I), and Kaiser Foundation Hospital (KFH) in Vacaville (Level II).

We recognize the need for a Level III trauma center in the Sacramento Valley; this would allow the field to appropriately triage and transport patients to the appropriate level of trauma care. LEMSA staff continues to explore the opportunity with our two (2) acute care hospitals to gain a level IV trauma center designation. Currently, neither of our acute care hospitals are interested in designation as a Level IV center.

Trauma System Objectives

Objective	Specific	Measurable	Attainable	Relevant	Time	Update
Designate level IV Trauma Center.	Designate one level IV trauma center, due to the lack of availability of specialty receiving centers in Yolo County.	Yes, once a designated level IV center agreement is executed.	It is, but it has challenges since the healthcare systems within Yolo County will need to commit to achieve this designation.	Yolo County patients who do not meet the trauma triage criteria for a Level I/II trauma center are transported to a higher level of care even though their injuries do not meet that standard. A Level IV designation would allow for appropriate trauma triage with a more appropriate destination for the patient.	No end date.	We will continue to keep this available if either acute care hospitals desires designation. We will be removing this as an trauma system objective.
Trauma Protocol is consistent with current ACS recommendations and best practices.	Evaluate and update Trauma Protocols to stay consistent with current ACS recommendations and best practices.	Compare our protocols with current ACS recommendations, Yolo County data, and work with our trauma advisory committee and stakeholders to make changes to our protocols when needed.	Yes	To ensure Yolo County trauma patients are getting the most appropriate care and treatment.	Ongoing	TXA was added to our protocol in 2018. All protocols were reformatted.

Objective	Specific	Measurable	Attainable	Relevant	Time	Update
Improve data collection (QA/QI).	Ensure that ePCR data elements match Yolo County Protocols, and evaluate ways to improve acute data collection.	Quality assurance of the data and comparing it to historical data to ensure we are collecting the most accurate and relevant data.	Yes	Without accurate data accurate, we cannot effectively QI our system or drive system changes.	Ongoing	AMR was able to make specific changes in their ePCR system which made field documentation fields match Yolo County trauma triage criteria, trauma alert, and trauma protocols. 2019, implementation of FirstPass.
Increase ability to share and create transparency of our trauma system data.	Increase ability to share data to our stakeholders will drive system improvement and changes as needed.	Measure by participation and feedback from our partners at committee meetings, ad-hoc meetings, and general public comment times, and ensure that all partners are involved. We will create meaningful system updates that will be distributed to all partners.	Yes	Data and feedback from stakeholders are needed to drive system changes and improvement.	Ongoing	Yearly, we distribute an EMS System plan to all stakeholders. 2019, implementation of FirstPass.

Objective	Specific	Measurable	Attainable	Relevant	Time	Update
Evaluate and exercise the system and MCI/iMCI plan.	Conduct bi-annual exercises with all Yolo County stakeholders based on the MCI, iMCI and trauma triage protocols.	Bi-annual functional or table-top-exercise with all stakeholders.	Yes	Evaluation of the system participants and county plans are essential to ensuring our system is highly functional and gaps are addressed.	Ongoing	Bi-annual exercises have been completed. Nov – iMCI functional exercise. April – MCI functional exercise, car into the crowd. Continue to offer a yearly symposium, but this year was focused on vascular emergencies.
Standardize RTF equipment for our First Responders	Create and find funding for standardize kits. The kits would follow the iMCI plan and RTF configuration and deployment.	When kits are deployed in the county.	Yes	Standardize equipment will ensure that iMCI operation and treatment are constant and standard.	Dependent on grant fund availability.	Kits were secured with Homeland Security Grant, received, and deployed throughout Yolo County.
Standardize equipment and medical training for Law Enforcement personal first aid kits and patrol cars.	Create a standardize and approved inventory list for first aid kits, and standardize training across Yolo County departments.	Finalization of the inventory list and training.	Yes	Standardizing equipment and training will ensure consistency and level of care provided is the same throughout Yolo County.	19/20	LEMSA staff held the first meeting with Law Enforcement agencies and discussed the needs and wants of each department. Additional meetings and draft inventory's need to be created.

System Performance Improvement

Local trauma system improvements are ongoing. Improvements are accomplished through the items discussed above in the outlined goals and by regular discussions with local acute care hospitals and out-of-county trauma centers. These discussions occur yearly at CQI-TAC meetings and at ad-hoc meetings. The Yolo County EMS system is in the process of developing a robust continuous quality improvement system that continues to evolve. This system will include the development of local measures that go beyond state core measures to identify areas for improvement within the trauma system and larger EMS system.

Progress on Addressing EMS Authority Trauma System Plan Comments

System Performance Improvement

Yolo County worked with AMR ePCR (MEDS) program to achieve more consistent trauma triage criteria documentation. This change is expected to provide data for critical trauma triage criteria that aligns with the Yolo County trauma triage protocol. The challenge remains to match trauma patients transported by AMR with Yolo trauma patients identified by the trauma centers. We continue to work with the trauma centers and AMR to achieve this for optimal analysis of the continuum of care from the field to the trauma center.

Yolo County will be implementing FirstPass in 2019 to measure and create a standard data collection system and measurement. FirstPass will provide continuous monitoring of our trauma system based on Yolo County trauma protocols rather than our previous retrospective system analysis. We anticipate this performance improvement system to provide real-time data on trauma destination decisions based on trauma triage and on trauma patient care. With direct and immediate data available, we will be able to assure trauma care is aligned with our protocols and identify opportunities for improvement. When a change has been made, we will be able to monitor improvement progress and identify if a change had a positive impact on the system.

Other Issues

No other issues have been identified.

Appendix A Trauma Patient Care Protocol

TRAUMA PATIENT CARE	
Adult	Pediatric
Purpose	
<p>To identify trauma patients who are at the greatest risk for serious injury and determine the most appropriate destination.</p> <ul style="list-style-type: none"> • Trauma Centers improve outcomes for patients with significant traumatic injuries. Patients with significant traumatic injuries requiring an operating room within the first 4 hours benefit from being transported immediately to an appropriate trauma center. • Level I and Level II trauma centers are able to provide emergent neurosurgical interventions. Patients requiring neurosurgical interventions should go directly to a level I or level II trauma center. • Mechanism of Injury (MOI) does not directly indicate trauma criteria. MOI plus physical signs and symptoms indicate a high suspicion of critical injuries requiring a Level I or Level II Trauma Center. 	
Physiological Criteria (Level I, II)	
<ul style="list-style-type: none"> • Hypotension – Systolic Blood Pressure < 90 mmHg • Sustained tachycardia – Heart Rate > 120 beats per minute • Respiratory Rate < 10 or > 29 breaths per minute • Altered Mental Status – Glasgow Coma Scale (GCS) < 14 	
Neurosurgical Criteria (Level I, II)	
<ul style="list-style-type: none"> • Penetrating trauma to head, excluding facial injuries • Suspected open or depressed skull fracture • Paralysis • GCS < 12 	
Anatomical Criteria (Level I, II)	
<ul style="list-style-type: none"> • Penetrating injury to neck, torso, buttock, groin, or extremities proximal to knee or elbow • Flail chest • 2 or more proximal long bone fractures • Crushed, de-gloved, or mangled extremity (excluding digits) • Amputation proximal to wrist and ankle • Pelvic instability or crepitus with a possible fracture from major trauma 	
Mechanism of Injury Criteria (Level I, II, III)	
<ul style="list-style-type: none"> • Intrusion into the passenger compartment: occupant side > 12 inches, any side > 18 inches • Death of a patient in the same compartment • Vehicle striking pedestrian or bicyclist with speed at impact > 20 MPH or involving torso run over • Motorcycle crash with estimated speed of ≥ 20 MPH with a stationary object • Ejection from vehicle (partial or complete) • When available, vehicle telemetry data is consistent with high risk of injury 	

Adult	Pediatric
Special Considerations	
<p>Patients with either high energy or low energy mechanism are more prone to serious injury if they have one or more of the following risk factors:</p> <ul style="list-style-type: none"> • Patients 55 years or older • Anticoagulant use or bleeding disorder • Time sensitive extremity injury • End stage renal disease requiring dialysis • Pregnant patients > 20 weeks <p>These patients may have injuries that exceed the capabilities of the receiving hospital and should be considered for transport to a trauma center. Contact Closest Trauma Hospital Physician if there is any concern about appropriate destination.</p>	
BLS	
<p style="text-align: center;">Open and position the airway Airway Adjuncts: OPA/NPA as needed to control the airway O₂, titrate SpO₂ to ≥ 94% SMR if indicated Identify and treat life threatening conditions Control external bleeding Prevent hypothermia Treat suspected shock</p>	
ALS	
Cardiac Monitor, Waveform EtCO ₂ , Vascular Access	
<p>Fluid Bolus NS 250 mL IV/IO</p> <ul style="list-style-type: none"> • Titrate SBP ≥ 90 mmHg <p>Initiate second large bore IV</p>	<p style="text-align: center;"><u>If poor perfusion or suspected shock</u></p> <p>Fluid Bolus NS 20 mL/kg IV/IO</p> <ul style="list-style-type: none"> • Titrate to age appropriate SBP <p>Initiate second large bore IV</p>

ALS

Adult

Trauma patients with signs and symptoms of hemorrhagic shock meeting all of the following criteria:

1. Blunt or penetrating trauma to the chest, abdomen, or pelvis
2. Transport time > 30-minutes from a trauma center
3. Within 3 hours of injury
4. SBP < 90

TXA Bolus drip 1gm in NS 50 - 100 mL IV/IO over 10-minutes

- No repeat

Fluid Bolus NS 250 mL IV/IO

- Repeat as needed to maintain SBP \geq 90

*** Place the approved neon green wristband on patient**

TXA Contraindications

- Active thromboembolic event (within the last 24 hours); i.e., active stroke, myocardial infarction, pulmonary embolism or DVT
- Hypersensitivity or anaphylactic reaction to TXA
- Traumatic arrest with > 5-minutes of CPR without return of vital signs
- Suspected traumatic brain injury
- Drowning or hanging victims
- Cervical cord injury with motor deficits

Consider

- Consider advanced airway if GCS is \leq 8 and BLS airway is ineffective
- IV/IO access should be initiated en route
- Consider pain management
- **Pregnant patients** meeting criteria should be taken to a **Trauma Center** with **obstetric** services.
- Air ambulances should only be used when they offer a measurable advantage to ground transport. Air ambulances may benefit patients injured in locations distant from a trauma center, and/or those in need of immediate procedures available to a Flight Nurse but outside the scope of practice of Paramedics.
- Patients with an uncontrolled airway may be considered for transport to the closest hospital.
- For trauma meeting burn criteria - refer to burn triage criteria
- This policy does not apply to Multi-Casualty Incidents

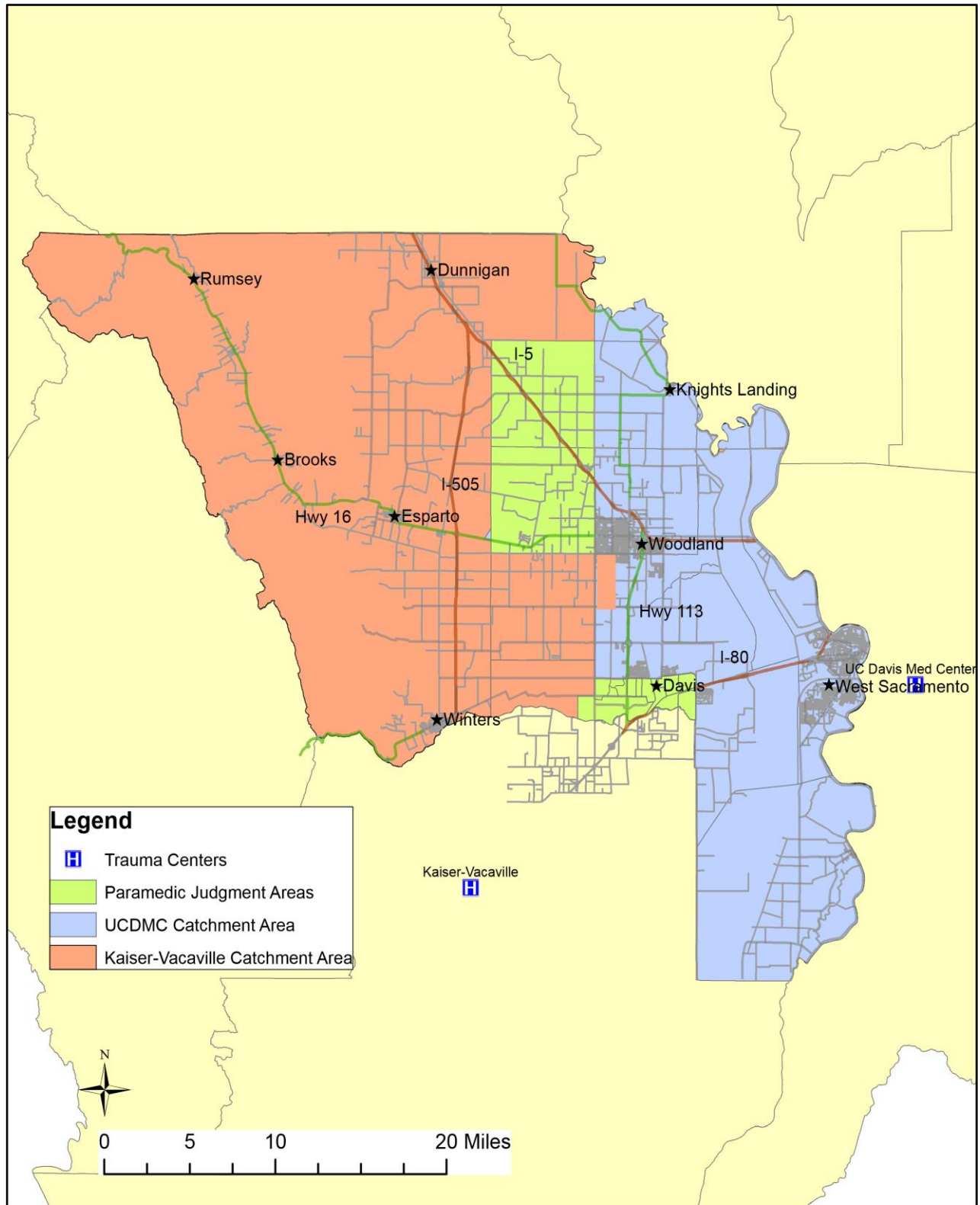
Direction

- If patient meets trauma triage criteria transport to a designated Trauma Receiving Center
- Contact the Trauma Center and advise them of a **“TRAUMA ALERT”** (preferably from the scene)
- If TXA administered advise the Trauma Hospital of **“Trauma Alert TXA”**
- On scene time should be \leq 10 minutes
- Contact the closest Trauma Center Physician for additional treatment or **transport decisions**
- When in doubt, transport to the closest Trauma Center

Appendix B Traumatic Cardiac Arrest

TRAUMATIC CARDIAC ARREST			
Adult		Pediatric	
Purpose			
<p>To provide guidelines for rapid, systematic patient assessment and intervention in the setting of traumatic cardiac arrest.</p> <ul style="list-style-type: none"> Advanced Cardiac Life Support (ACLS) medications (i.e. Epinephrine) have limited or no benefit in the setting of traumatic cardiac arrest. Procedures such as airway assessment, needle decompression of tension pneumothorax, and fluid resuscitation take priority over chest compressions in agonal or pulseless conditions. With severe traumatic mechanisms or prolonged cardiac arrest, even the most heroic interventions can sometimes be futile. Using the H's and T's method, emergency medical service providers should assess for reversible causes and treat accordingly. 			
Indication			
<ul style="list-style-type: none"> Cardiac arrest or peri-cardiac arrest patients who are agonal and/or pulseless as a result of a traumatic mechanism. 			
ALS			
<u>Do not attempt resuscitation</u>			
<ul style="list-style-type: none"> Blunt traumatic arrest with Asystole or Wide Complex PEA < 40 BPM and no SOL Penetrating traumatic arrest with Asystole and no SOL 			
<u>Suspected medical cause</u>			
Follow Medical Cardiac Arrest Protocol			
<u>Trauma to chest or epigastrium</u>			
<ul style="list-style-type: none"> Start CPR Simultaneously treat reversible causes Do not administer epinephrine 			
Hypovolemia	Hypoxia	Tension Pneumothorax	Cardiac Tamponade
Control external bleeding <ul style="list-style-type: none"> Hemostatic dressing Tourniquet IV/IO fluid bolus 	Basic/Advanced airway <ul style="list-style-type: none"> High flow O₂ 	Needle Thoracostomy (Chest Decompression) <ul style="list-style-type: none"> Consider bilateral decompression 	No prehospital interventions
Direction			
<ul style="list-style-type: none"> If ROSC is achieved transport to the closest Trauma Receiving Center Consider Termination of Resuscitation (TOR) Criteria Contact closest Trauma Center ED Physician for additional treatment 			

Appendix C Yolo County Trauma Catchment Areas



September 15, 2018

Appendix D Level I Memorandum of Understanding

AGREEMENT

DESIGNATION AS A TRAUMA CENTER LEVEL I HOSPITAL

This AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019 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 (“CONTRACTOR”)

- I. The term of this Agreement shall be three (3) years commencing on _____ and terminating on _____ unless extended as provided below or by mutual Agreement of the parties.

This Agreement shall be automatically extended for two (2) years through _____, upon a finding by YEMSA during year two (2) of this Agreement that CONTRACTOR has been in substantial and consistent compliance with the provisions of this Agreement. YEMSA shall provide ninety (90) days written notice to CONTRACTOR before _____ if it does not intend to extend or renew CONTRACTOR'S Trauma Level I Hospital services, as specified in Exhibit C: Terms and Conditions.

- II. CONTRACTOR shall perform Trauma Center Level I Hospital services specified in Exhibit A: Scope of Services.
- III. The Compensation paid by CONTRACTOR to COUNTY shall be an initial amount of FIFTY THOUSAND (\$50,000.00), and then adjusted up on an annual basis in the amount of four percent (4%) each year, effective on each July 1st as specified in Exhibit B: Terms of Payment.
- 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.

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[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

County:

By: _____
Name
Title

By: _____
Karen Larsen, Director
Health and Human Services Agency

Date: _____

Date: _____

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

By: _____
Carrie Scarlata, Asst. County Council

EXHIBIT A – SCOPE OF SERVICES

I. SCOPE OF 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 its hospital facility (HOSPITAL) located at:

Name of HOSPITAL

Address

Address

II. OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall:

1. Ensure that HOSPITAL meets and complies with all the requirements of this Agreement.
2. Ensure that HOSPITAL, is certified as a Trauma Center Level I Hospital by the American College of Surgeons.
3. Provide all services, equipment and personnel including maintenance of adequate staffing levels, equipment and facilities according to the Level I Trauma Center 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>.
4. 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 the County.
5. Ensure that HOSPITAL accept all Yolo 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 race, color, national origin, religious affiliation, age, sex, or ability to pay.
6. 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 agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Contract Documents. SUBCONTRACTOR 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 SERVICES

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 - Should Hospital lose its accreditation; this Agreement shall automatically terminate.
4. American College of Surgeons (ACS) Level I Trauma Center verification.
5. 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.
6. A trauma surgeon on call dedicated to the trauma center while on duty.
7. 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.
8. Written transfer agreements with referring trauma centers.
9. Written transfer agreements with ambulance providers for prompt repatriation of patients.

B. Inter-facility Transfer of Trauma Patients

HOSPITAL may transfer patients between and from trauma centers providing that:

1. HOSPITAL has written agreements in place as required in Exhibit A. Section II.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 YEMSA.

5. HOSPITAL has written criteria for consultation and transfer of patients needing a specialty level of care.
6. Hospitals receiving trauma patients participate in system and trauma center quality improvement activities for those trauma patients HOSPITAL transfers.

IV. HOSPITAL PERSONNEL

HOSPITAL 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.

V. TRAUMA CENTER CONTINUING EDUCATION

Continuing Education in Trauma Care for staff involved in trauma care shall include:

1. Staff physicians
 - a. All general surgeons and emergency medicine physicians must have successfully completed the Advanced Trauma Life Support (ATLS) course within the last three (3) calendar years.
 - b. All other physician specialties involved in the care of the trauma patient must have successfully completed the ATLS course at least once.
2. Staff nurses

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 Nurse Core Curriculum Course (TNCC).
3. Staff allied personnel
4. Emergency Medical Services (EMS) personnel
5. Other community physicians and health care personnel

VI. PERFORMANCE IMPROVEMENT

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. Participation in the Bay Area Trauma Education Consortium.
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 the HOSPITAL regarding the medical care provided.

VII. HOSPITAL POLICIES & PROCEDURES

HOSPITAL 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.

VIII. DATA COLLECTION AND REPORTING TO YOLO COUNTY EMS AGENCY

HOSPITAL shall:

1. Provide 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, within thirty (30) business days from date of patient discharge.
2. 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.
3. Participate by collecting and entering data into Trauma One trauma registry data collection management system.

4. Facilitate implementation of future data elements identified from trauma system performance improvement activities.

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 Trauma Center Level I 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 FIFTY THOUSAND DOLLARS (\$50,000), and is due within fifteen (15) calendar days of the contract's execution or start date, whichever is latest.
 - b. After the first year and/or in any year that the Agreement is extended, the fees shall increase on July 1st of each year by four percent (4%), and be paid in full by July 30th of each term of this Agreement.
 - c. Payment schedule:
 - i. Year 1 payment = \$xx,xxx
 - ii. Year 2 payment = \$xx,xxx
 - iii. Year 3 payment = \$xx,xxx
 - iv. Extended Year 4 payment = \$xx,xxx
 - v. Extended Year 5 payment = \$xx,xxx
 - 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 YEMSA without cause, YEMSA shall return to CONTRACTOR a prorated amount of the annual fee paid by CONTRACTOR for that year. The fee is not otherwise refundable in whole or in part.
- II. Nothing in this Agreement shall prohibit CONTRACTOR from seeking reimbursement, contributions, or other payment from municipalities, Paramedic Provider Agencies, or receiving hospitals to defray costs associated with providing ALS services, including data collection. Nothing herein, however, requires reimbursement or other payment from municipalities, Paramedic Provider Agencies, or receiving hospitals to defray costs.

- III. 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 patients lacking the ability to pay for services.

EXHIBIT C – TERMS AND CONDITIONS

I. DESIGNATION AND RELATED MATTERS

- A. Designation: Through and upon execution of this Agreement, YEMSA designates CONTRACTOR owned and operated HOSPITAL, identified in Exhibit B Section I, as a Trauma Center Level I Hospital for Yolo County patients. YEMSA may withdraw this designation if CONTRACTOR fails to perform according to the provisions of this agreement.
- B. Protocols, Policies, and Procedures
 - 1. YEMSA agrees to review and update components of the County's Trauma Plan, as appropriate.
 - 2. YEMSA agrees to evaluate protocols, policies, and procedures for the County'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 and II Trauma Centers, and Division 2.5 of the California Health and Safety Code, and make appropriate changes as necessary.
 - 3. YEMSA shall notify HOSPITAL when it desires to adopt, change, or modify the protocols, policies, and/or procedures which make up the County Trauma Plan, or the triage, transport, and treatment of Trauma patients.
 - 4. The YEMSA will implement policies, procedures, and/or protocols subsequent to review by HOSPITAL. YEMSA will consider HOSPITAL 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.
- C. Trauma Registry: YEMSA will maintain the trauma registry data collection system for the purpose of evaluating and monitoring the County's Trauma Plan. YEMSA shall utilize Trauma One software following the execution of this agreement.

II. CONFLICTS OF INTEREST

Neither CONTRACTOR 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 AND RELEASE OF DATA

- A. 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

persons served under this Contract, their records, or services provided them, and assures that:

1. 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 Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
 2. 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.
- B. Release of any data to COUNTY and/or YEMSA by HOSPITAL under the terms of this Agreement shall be in compliance with all state and federal laws and regulations regarding the confidentiality of patient health information, including, but not limited, to the California Confidentiality of Medical Information Act (California Civil Code § 56 et seq.) and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all regulations promulgated under it as well as laws protecting peer review data protected under California Evidence Code 1157.

IV. MUTUAL 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 HOSPITAL 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

- A. For the purposes of ensuring the CONTRACTOR is in compliance with the provisions of this Agreement YEMSA shall have the right to, and shall:
1. Perform periodic announced and/or unannounced site visits to HOSPITAL for the purpose of monitoring performance and compliance.
 2. 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 CONTRACTOR's staff and Trauma program participants.
 3. Inspect any and all CONTRACTOR records with respect to all matters covered by this Agreement.

4. Review at least semi-annually the Hospital's compliance with this Agreement and all applicable policies, procedures, and regulations.
- B. YEMSA will participate in a committee that monitors, evaluates, and reports on the necessity, quality, and level of trauma care services.

VI. AGREEMENT EXTENSION AND TERMINATION

A. Extension

If YEMSA determines that CONTRACTOR has satisfactorily performed all obligations herein YEMSA shall have the option to extend the term of this Agreement in one (1) year increments upon written notice to CONTRACTOR under the terms and conditions provided herein provided the CONTRACTOR is in compliance with the terms of the Agreement and Agency policies; and upon CONTRACTOR payment of the annual fees. Payment of annual fees shall constitute CONTRACTOR's acceptance of Agreement extension.

B. Termination without Cause

1. YEMSA shall have the right to terminate this Agreement without cause upon ninety (90) 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.

C. 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 CONTRACTOR, 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 an equivalent accreditation body, or loss or suspension of certification as a Primary and/or Comprehensive Stroke Center by The Joint Commission on the Accreditation of Health Care Organizations (TJC).

- 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.
- 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 under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County

Board of Supervisors 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 County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies

VIII. CONTRACT ADMINISTRATOR

The YEMSA Agency Director, or his or her designee, and HOSPITAL'S Chief Executive Officer, or their designee, shall be the primary contacts for the purpose of the administration of this Agreement.

CONTRACTOR: Director
 Address
 Address
 Phone Number
 Email address

YEMSA: Kristin Weivoda
 Yolo County Health and Human Services Agency
 Emergency Medical Services Agency
 137 N. Cottonwood St. #1300
 Woodland, CA 95695
 Phone: 530-666-8671

IX. NOTICES

A. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by giving the party such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

To CONTRACTOR: Director
 Address
 Address

To YEMSA: Attn: Kristin Weivoda
 Yolo County Health and Human Services Agency
 Emergency Medical Services Agency
 137 N. Cottonwood St. #1300
 Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

CONTRACTOR: (xxx) xxx-xxxx

YEMSA: (530) 666-3984

- C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) 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 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 take 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 local, county, state, and federal laws, regulations, statutes, and ordinances, or rules.
- 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. 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.

XII. INDEPENDENT CONTRACTOR

The Parties agree and understand that this Agreement is by and between two 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.

XIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that she/he has 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 CONTRACTOR understand that YEMSA is relying on this representation in entering into this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement, including any exhibits referenced, constitutes the entire agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by 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 both Parties. This Agreement shall be subject to disclosure pursuant to the California Public Records Act.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. TIME OF ESSENSE

Time is of the essence in all terms and conditions of this Agreement.

XXI. INDEMNIFICATION

A. CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

FOR INDEMNIFICATION LANGUAGE USE PARAGRAPH B BELOW:

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 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.

In providing any defense under this paragraph, CONTRACTOR shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

OR IF THE CONTRACTOR WILL NOT AGREE WITH THE ABOVE USE:

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 public policy of the State of California, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers, agents, employees and volunteers from and

against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of CONTRACTOR, its officers, agents or employees, in performing the services, responsibilities or duties required of CONTRACTOR by this Agreement; or
2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of CONTRACTOR by this Agreement.

In providing any defense under this Paragraph, CONTRACTOR shall use counsel reasonably acceptable to the County Counsel.

OR IF THE CONTRACTOR WANTS MUTUAL INDEMNIFICATION USE:

- C. To the fullest extent allowed by law, COUNTY agrees to indemnify and hold harmless CONTRACTOR and its employees, agents, and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent acts or omissions of CONTRACTOR, its employees, or agents.
- D. To the fullest extent allowed by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its employees, agents, and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent acts or omissions of COUNTY, its employees, or agents.

In providing any defense under this Paragraph, CONTRACTOR shall use counsel reasonably acceptable to the County Counsel.

XXII. 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. The comprehensive general liability insurance shall include broad form property damage insurance.
 1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** - \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.

- d. **Workers' Compensation – Statutory Limits/Employers' Liability -**
\$1,000,000/accident for bodily injury or disease.
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) 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.
- a. The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the COUNTY'S insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- b. 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 the COUNTY (if agreed to in a written contract or agreement) before the COUNTY's own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the CONTRACTOR changes insurance carriers CONTRACTOR shall purchase "tail" coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such "tail" coverage shall be required at any time that the HOSPITAL changes to a new carrier prior to receipt of any payments due.
4. The 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.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits

except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. 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.
 8. The policies shall cover all activities of CONTRACTOR, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, CONTRACTOR's insurance coverage shall be primary, including as respects the COUNTY, its officers, agents, employees and volunteers. Any insurance maintained by the COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the COUNTY, its officers, employees, agents, and volunteers.
- B. Prior to commencing services pursuant to this Agreement, CONTRACTOR shall furnish the Director with original 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, the 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 the Director 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. Yolo 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 SUBCONTRACTOR 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 the COUNTY in the same manner and to the same extent as CONTRACTOR is bound to the COUNTY under the Contract Documents. 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 the COUNTY.

- 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 expiration or earlier termination of this Agreement. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the COUNTY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

Appendix E Level II Memorandum of Understanding

AGREEMENT

DESIGNATION AS A TRAUMA CENTER LEVEL II HOSPITAL

This AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019 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 (“CONTRACTOR”)

- I. The term of this Agreement shall be three (3) years commencing on _____ and terminating on _____ unless extended as provided below or by mutual Agreement of the parties.

This Agreement shall be automatically extended for two (2) years through _____, upon a finding by YEMSA during year two (2) of this Agreement that CONTRACTOR has been in substantial and consistent compliance with the provisions of this Agreement. YEMSA shall provide ninety (90) days written notice to CONTRACTOR before _____ if it does not intend to extend or renew CONTRACTOR'S Trauma Level II Hospital services, as specified in Exhibit C: Terms and Conditions.

- II. CONTRACTOR shall perform Trauma Center Level II Hospital services specified in Exhibit A: Scope of Services.
- III. The Compensation paid by CONTRACTOR to COUNTY shall be an initial amount of SEVENTY-FIVE THOUSAND (\$75,000.00), and then adjusted up on an annual basis in the amount of four percent (4%) each year, effective on each July 1st as specified in Exhibit B: Terms of Payment.
- 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.

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[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

County:

By: _____
Name
Title

By: _____
Karen Larsen, Director
Health and Human Services Agency

Date: _____

Date: _____

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

By: _____
Carrie Scarlata, Asst. County Council

EXHIBIT A – SCOPE OF SERVICES

I. SCOPE OF SERVICES

CONTRACTOR shall perform Trauma Center Level II 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 its hospital facility (HOSPITAL) located at:

Name of HOSPITAL

Address

Address

II. OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall:

1. Ensure that HOSPITAL meets and complies with all the requirements of this Agreement.
2. Ensure that HOSPITAL, is certified as a Trauma Center Level II Hospital by the American College of Surgeons.
3. Provide all services, equipment and personnel including maintenance of adequate staffing levels, equipment and facilities according to the Level II Trauma Center 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>.
4. 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 the County.
5. Ensure that HOSPITAL accept all Yolo 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 race, color, national origin, religious affiliation, age, sex, or ability to pay.
6. 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 agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Contract Documents. SUBCONTRACTOR 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 SERVICES

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 - Should Hospital lose its accreditation; this Agreement shall automatically terminate.
4. American College of Surgeons (ACS) Level II Trauma Center verification.
5. 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.
6. A trauma surgeon on call dedicated to the trauma center while on duty.
7. 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.
8. Written transfer agreements with referring trauma centers.
9. Written transfer agreements with ambulance providers for prompt repatriation of patients.

B. Inter-facility Transfer of Trauma Patients

HOSPITAL may transfer patients between and from trauma centers providing that:

1. HOSPITAL has written agreements in place as required in Exhibit A. Section II.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 YEMSA.

5. HOSPITAL has written criteria for consultation and transfer of patients needing a specialty level of care.
6. Hospitals receiving trauma patients participate in system and trauma center quality improvement activities for those trauma patients HOSPITAL transfers.

IV. HOSPITAL PERSONNEL

HOSPITAL 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.

V. TRAUMA CENTER CONTINUING EDUCATION

Continuing Education in Trauma Care for staff involved in trauma care shall include:

1. Staff physicians
 - a. All general surgeons and emergency medicine physicians must have successfully completed the Advanced Trauma Life Support (ATLS) course within the last three (3) calendar years.
 - b. All other physician specialties involved in the care of the trauma patient must have successfully completed the ATLS course at least once.
2. Staff nurses

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 Nurse Core Curriculum Course (TNCC).
3. Staff allied personnel
4. Emergency Medical Services (EMS) personnel
5. Other community physicians and health care personnel

VI. PERFORMANCE IMPROVEMENT

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. Participation in the Bay Area Trauma Education Consortium.
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 the HOSPITAL regarding the medical care provided.

VII. HOSPITAL POLICIES & PROCEDURES

HOSPITAL 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.

VIII. DATA COLLECTION AND REPORTING TO YOLO COUNTY EMS AGENCY

HOSPITAL shall:

1. Provide 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, within thirty (30) business days from date of patient discharge.
2. 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.
3. Participate by collecting and entering data into Trauma One trauma registry data collection management system.

4. Facilitate implementation of future data elements identified from trauma system performance improvement activities.

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 Trauma Center Level II 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 SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), and is due within fifteen (15) calendar days of the contract's execution or start date, whichever is latest.
 - b. After the first year and/or in any year that the Agreement is extended, the fees shall increase on July 1st of each year by four percent (4%), and be paid in full by July 30th of each term of this Agreement.
 - c. Payment schedule:
 - i. Year 1 payment = \$xx,xxx
 - ii. Year 2 payment = \$xx,xxx
 - iii. Year 3 payment = \$xx,xxx
 - iv. Extended Year 4 payment = \$xx,xxx
 - v. Extended Year 5 payment = \$xx,xxx
 - 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 YEMSA without cause, YEMSA shall return to CONTRACTOR a prorated amount of the annual fee paid by CONTRACTOR for that year. The fee is not otherwise refundable in whole or in part.
- II. Nothing in this Agreement shall prohibit CONTRACTOR from seeking reimbursement, contributions, or other payment from municipalities, Paramedic Provider Agencies, or receiving hospitals to defray costs associated with providing ALS services, including data collection. Nothing herein, however, requires reimbursement or other payment from municipalities, Paramedic Provider Agencies, or receiving hospitals to defray costs.

- III. 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 patients lacking the ability to pay for services.

EXHIBIT C – TERMS AND CONDITIONS

I. DESIGNATION AND RELATED MATTERS

A. Designation: Through and upon execution of this Agreement, YEMSA designates CONTRACTOR owned and operated HOSPITAL, identified in Exhibit B Section I, as a Trauma Center Level II Hospital for Yolo County patients. YEMSA may withdraw this designation if CONTRACTOR fails to perform according to the provisions of this agreement.

B. Protocols, Policies, and Procedures

1. YEMSA agrees to review and update components of the County's Trauma Plan, as appropriate.
2. YEMSA agrees to evaluate protocols, policies, and procedures for the County'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 and II Trauma Centers, and Division 2.5 of the California Health and Safety Code, and make appropriate changes as necessary.
3. YEMSA shall notify HOSPITAL when it desires to adopt, change, or modify the protocols, policies, and/or procedures which make up the County Trauma Plan, or the triage, transport, and treatment of Trauma patients.
4. The YEMSA will implement policies, procedures, and/or protocols subsequent to review by HOSPITAL. YEMSA will consider HOSPITAL 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.

C. Trauma Registry: YEMSA will maintain the trauma registry data collection system for the purpose of evaluating and monitoring the County's Trauma Plan. YEMSA shall utilize Trauma One software following the execution of this agreement.

II. CONFLICTS OF INTEREST

Neither CONTRACTOR 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 AND RELEASE OF DATA

A. 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 persons served under this Contract, their records, or services provided them, and assures that:

1. 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 Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
 2. 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.
- B. Release of any data to COUNTY and/or YEMSA by HOSPITAL under the terms of this Agreement shall be in compliance with all state and federal laws and regulations regarding the confidentiality of patient health information, including, but not limited, to the California Confidentiality of Medical Information Act (California Civil Code § 56 et seq.) and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all regulations promulgated under it as well as laws protecting peer review data protected under California Evidence Code 1157.

IV. MUTUAL 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 HOSPITAL 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

- A. For the purposes of ensuring the CONTRACTOR is in compliance with the provisions of this Agreement YEMSA shall have the right to, and shall:
1. Perform periodic announced and/or unannounced site visits to HOSPITAL for the purpose of monitoring performance and compliance.
 2. 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 CONTRACTOR’s staff and Trauma program participants.
 3. Inspect any and all CONTRACTOR records with respect to all matters covered by this Agreement.

4. Review at least semi-annually the Hospital's compliance with this Agreement and all applicable policies, procedures, and regulations.
- B. YEMSA will participate in a committee that monitors, evaluates, and reports on the necessity, quality, and level of trauma care services.

VI. AGREEMENT EXTENSION AND TERMINATION

A. Extension

If YEMSA determines that CONTRACTOR has satisfactorily performed all obligations herein YEMSA shall have the option to extend the term of this Agreement in one (1) year increments upon written notice to CONTRACTOR under the terms and conditions provided herein provided the CONTRACTOR is in compliance with the terms of the Agreement and Agency policies; and upon CONTRACTOR payment of the annual fees. Payment of annual fees shall constitute CONTRACTOR's acceptance of Agreement extension.

B. Termination without Cause

1. YEMSA shall have the right to terminate this Agreement without cause upon ninety (90) 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.

C. 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 CONTRACTOR, 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 an equivalent accreditation body.

- 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.
- 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 under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors 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 County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies

VIII. CONTRACT ADMINISTRATOR

The YEMSA Agency Director, or his or her designee, and HOSPITAL'S Chief Executive Officer, or their designee, shall be the primary contacts for the purpose of the administration of this Agreement.

CONTRACTOR: Director
 Address
 Address
 Phone Number
 Email address

YEMSA: Kristin Weivoda
 Yolo County Health and Human Services Agency
 Emergency Medical Services Agency
 137 N. Cottonwood St. #1300
 Woodland, CA 95695
 Phone: 530-666-8671

IX. NOTICES

A. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by giving the party such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

To CONTRACTOR: Director
 Address
 Address

To YEMSA: Attn: Kristin Weivoda
 Yolo County Health and Human Services Agency
 Emergency Medical Services Agency
 137 N. Cottonwood St. #1300
 Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

CONTRACTOR: (xxx) xxx-xxxx

YEMSA: (530) 666-3984

- C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) 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 local, county, state, and federal laws, regulations, statues, 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 take 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 local, county, state, and federal laws, regulations, statues, and ordinances, or rules.
- 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. 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.

XII. INDEPENDENT CONTRACTOR

The Parties agree and understand that this Agreement is by and between two 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.

XIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that she/he has 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 CONTRACTOR understand that YEMSA is relying on this representation in entering into this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement, including any exhibits referenced, constitutes the entire agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by 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 both Parties. This Agreement shall be subject to disclosure pursuant to the California Public Records Act.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. TIME OF ESSENCE

Time is of the essence in all terms and conditions of this Agreement.

XXI. INDEMNIFICATION

A. CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

FOR INDEMNIFICATION LANGUAGE USE PARAGRAPH B BELOW:

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 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.

In providing any defense under this paragraph, CONTRACTOR shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

OR IF THE CONTRACTOR WILL NOT AGREE WITH THE ABOVE USE:

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 public policy of the State of California, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers, agents, employees and volunteers from and

against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of CONTRACTOR, its officers, agents or employees, in performing the services, responsibilities or duties required of CONTRACTOR by this Agreement; or
2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of CONTRACTOR by this Agreement.

In providing any defense under this Paragraph, CONTRACTOR shall use counsel reasonably acceptable to the County Counsel.

OR IF THE CONTRACTOR WANTS MUTUAL INDEMNIFICATION USE:

- C. To the fullest extent allowed by law, COUNTY agrees to indemnify and hold harmless CONTRACTOR and its employees, agents, and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent acts or omissions of CONTRACTOR, its employees, or agents.
- D. To the fullest extent allowed by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its employees, agents, and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent acts or omissions of COUNTY, its employees, or agents.

In providing any defense under this Paragraph, CONTRACTOR shall use counsel reasonably acceptable to the County Counsel.

XXII. 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. The comprehensive general liability insurance shall include broad form property damage insurance.
 1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** - \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) 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.
 - a. The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the COUNTY'S insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. 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 the COUNTY (if agreed to in a written contract or agreement) before the COUNTY's own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the CONTRACTOR changes insurance carriers CONTRACTOR shall purchase "tail" coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such "tail" coverage shall be required at any time that the HOSPITAL changes to a new carrier prior to receipt of any payments due.
4. The 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.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. 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.
 8. The policies shall cover all activities of CONTRACTOR, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, CONTRACTOR's insurance coverage shall be primary, including as respects the COUNTY, its officers, agents, employees and volunteers. Any insurance maintained by the COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the COUNTY, its officers, employees, agents, and volunteers.
- B. Prior to commencing services pursuant to this Agreement, CONTRACTOR shall furnish the Director with original 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, the 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 the Director 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. Yolo 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 SUBCONTRACTOR 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 the COUNTY in the same manner and to the same extent as CONTRACTOR is bound to the COUNTY under the Contract Documents. 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 the COUNTY.

- 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 expiration or earlier termination of this Agreement. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the COUNTY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

END OF REPORT