

Exhibit A. Scope of Work and Budget

Contractor will conduct an assessment of Agency by comparing three other California EMS agencies with Agency, reviewing Agency's compliance with the California Code of Regulations and other relevant requirements, and conducting a stakeholder satisfaction survey. This assessment project consists of the following:

1. July 1, 2018 – September 30, 2018: Meet with Project Manager
 - a. Confirm the 3 other California EMS agencies to use for comparison for the assessment and identify components for comparison.
 - b. Compile and review the Agency's latest EMS system plan and any updates, trauma plan, transportation plan, current EMS organization chart and job descriptions, any EMS contracts including those for ambulance and trauma services, and relevant ordinances.
 - c. Provide monthly progress updates to County.

Budget: \$6,200

2. October 1, 2018 – December 31, 2018: Compare Coastal Valleys EMS Agency with three other California EMS agencies.
 - a. Interview key County of Sonoma and County of Mendocino administration personnel (e.g., Board of Supervisors, CEOs, CAOs, County Counsels, Emergency Services Directors, Health and Human Services directors or their designees).
 - b. Review documents (e.g., emergency plans, protocols, policies, procedures) and interview appropriate EMS agency personnel.
 - c. Analyze data that Contractor collects and report findings.
 - d. Provide monthly progress updates to County.

Budget: \$6,200

3. January 1, 2019 – March 31, 2019: Conduct a satisfaction/engagement survey on the EMS staff and key EMS stakeholders.
 - a. Identify the stakeholder satisfaction survey questions.
 - b. Identify key stakeholders to include in the stakeholder satisfaction survey process.
 - c. Distribute stakeholder satisfaction survey.
 - d. Collect stakeholder satisfaction surveys, analyze data, and report findings.
 - e. Provide monthly progress updates to County.

Budget: \$6,200

4. April 1, 2019 – April 30, 2019: Report conclusions of the EMS Assessment to County.

Budget: \$6,200

Total Budget: \$24,800

Exhibit B. Insurance Requirements
(Template 4 – Rev 2016 Mar 16)

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

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- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. ***Required Evidence of Insurance***
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
 - b. ***Required Evidence of Insurance***
 - i. Copy of Auto Policy Declarations Page; or
 - ii. Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
 - b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
3313 Chanate Road
Santa Rosa CA 95404**
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- c. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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