

COUNTY OF SACRAMENTO

MOU NO. 7207600-25-071MC

CONTRACT ANALYST: Angie Bryant 875-4761

DHS MOU SUMMARY

CONTRACTOR's NAME: VA Northern California Health Care System

Subject of MOU: Provide Advanced Life Support (ALS) Receiving hospital services

Contract Term: July 1, 2024 through Continuous

Maximum Payment to Contractor through this MOU: \$0.00

County Counsel Approval: Corrie L. Bute Date 05/31/2024

Or

County Counsel Approval Not Required: (Sacramento County Code Section)

Authorized by: 2024-0158 (Sacramento County Resolution Number or County Code Section)

Tax Waiver Granted

Tax Waiver Denied

Standard MOU CA Agency MOU

Non Standard MOU

Five or more employees letter on file

Exhibit D

Risk Management has approved waiver to insurance requirements

Risk Management has approved indemnification modifications

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.
2.61.014 (c): Contract for services not previously provided by or to the department
2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
2.61.014 (e): Contract with another governmental entity
2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
2.61.014 (g): Contract requiring waiver of withholding
2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7207600 G/L Account: 96969920 Order #: A76000

CONTRACTOR's Federal Tax Identification Number:

COUNTY OF SACRAMENTO

MOU NO. 7207600-25-071MC

**Memorandum of Understanding between
Sacramento County Department of Health Services and
VA Northern California Health Care System**

THIS Memorandum of Understanding (MOU) is made and entered into as of this 1st day of July, 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and VA NORTHERN CALIFORNIA HEALTH CARE SYSTEM, a division of the U.S. Department of Veterans Affairs, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has mandated responsibility for establishing policies and procedures for the acknowledgment and/or designation of Advanced Life Support (ALS) Receiving Hospitals within Sacramento County; and

WHEREAS, prior agreement 7207600-22/25-071M with CONTRACTOR will be terminated upon execution of this new Agreement; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2024-0158 on March 12, 2024 authorizing the Department of Health Services to execute revenue agreements with Sacramento County hospitals; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this Agreement and to monetarily increase for additional designations, and to monetarily increase the total contract amount by up to 10% of the total value of the contract; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this MOU on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This MOU shall be effective and commence as of the date first written above and shall continue until terminated by either party. This Agreement will be reviewed every three (3) years. Necessary amendments and updates will be made in accordance with County protocols.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

VA Northern California Health Care System
10535 HOSPITAL WAY
MATHER, CA 95655

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this MOU in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this MOU must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this MOU.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this MOU; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this MOU, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law,

shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this MOU.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this MOU.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this MOU.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this MOU.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this MOU are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this MOU and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this MOU, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this MOU.

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

XVII. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this MOU shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. LEGAL TRAINING INFORMATION

If under this MOU, CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXI. SUBCONTRACTS, ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this MOU. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this MOU. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B. This MOU is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this MOU shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIII. SUCCESSORS

This MOU shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXIV. TIME

Time is of the essence of this MOU.

XXV. INTERPRETATION

This MOU shall be deemed to have been prepared equally by both of the parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVI. DIRECTOR

As used in this MOU, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

XXVII. DISPUTES

In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without

delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXVIII. TERMINATION

- A. Either party may terminate this MOU without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this MOU for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this MOU in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this MOU immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this MOU or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this MOU are not appropriated by the State; 4) funds that were previously available for this MOU are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this MOU is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the MOU as the services actually performed bear to the total services of CONTRACTOR covered by this MOU, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the MOU total based on the portion of the MOU term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this MOU after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXIX. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXX. AUDITS AND RECORDS

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as COUNTY deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the

MOU, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this MOU until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this MOU.

XXXI. PRIOR MOUS

This MOU constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this MOU. Any prior MOUs, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

XXXII. SEVERABILITY

If any term or condition of this MOU or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this MOU are declared severable.

XXXIII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXIV. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this MOU are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this MOU or any extension thereof. Further, the terms, conditions, and warranties contained in this MOU that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this MOU shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVII. AUTHORITY TO EXECUTE

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU for or on behalf of the parties to this MOU. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party's obligations hereunder have been duly authorized.

XXXVIII. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XL. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLI. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

XLII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, and C attached hereto are part of this MOU and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California **VA NORTHERN CALIFORNIA HEALTH CARE SYSTEM**

DocuSigned by:
By Olivia Kasinye
780301988543404
Timothy W. Fitz, Director, Department of Health Services, or designee. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

DocuSigned by:
By David Stockwell
DAVID STOCKWELL, DIRECTOR

Date: 6/4/2024

Date: 6/4/2024

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Corrie L. Bute Date: 05/31/2024

COUNTY OF SACRAMENTO

MEMORANDUM OF UNDERSTANDING NO. 7207600-25-071MC

EXHIBIT A to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
VA NORTHERN CALIFORNIA HEALTH CARE SYSTEM,
hereinafter referred to as "CONTRACTOR"

GENERAL PROVISIONS

I. GENERAL PROVISIONS

The General Provisions listed below apply to Exhibit A-1 of this agreement.

II. CONTRACTING ENTITY

Title and Name: Director. Currently David Stockwell
Organization Name(s): VA Northern California Health Care System
Street Address: 10535 Hospital Way
City and Zip Code: Mather, CA 95655

III. SERVICE PERFORMANCE MONITOR

Title and Name: Emergency Medical Services (EMS) Coordinator. Currently, Ben Merin
Organization: Sacramento County Department of Health Services (DHS)
Street Address: 9616 Micron Avenue Suite 940
City and Zip Code: Sacramento, California 95827

IV. DESCRIPTION OF SERVICES: ADMINISTRATIVE

A. CONTRACTOR shall:

1. Maintain the legal capacity to contract with the COUNTY.
2. Maintain accreditation by the Centers for Medicare and Medicaid Services (CMS).
3. Comply with all applicable local, state and federal laws and regulations in regards to operating a hospital in California.
4. Be licensed by the California Department of Public Health as a general acute care hospital and possess a special permit for basic or comprehensive emergency medical services in accordance with California Code of Regulations, Title 22 Division 9.

V. COMMUNICATION

- A. CONTRACTOR or COUNTY shall respond to a request from the other party within three (3) business days.
- B. In the event of threat to public health and safety, COUNTY and CONTRACTOR shall meet and/or communicate within one (1) business day after such notification in order to affect a solution.
- C. Problem solving shall occur at the lowest possible level. Either party may request a meeting to resolve issues. If this process has not been satisfactory, the issue may be raised to the EMS Administrator, or the County Health Officer, currently Dr. Olivia Kasirye, at 916-875-5881.

COUNTY OF SACRAMENTO

MEMORANDUM OF UNDERSTANDING NO. 7207600-25-071MC

**EXHIBIT A-1 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
VA NORTHERN CALIFORNIA HEALTH CARE SYSTEM,
hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES
ADVANCED LIFE SUPPORT (ALS) RECEIVING HOSPITAL**

I. DESCRIPTION OF SERVICES: ALS RECEIVING HOSPITAL

An ALS Receiving Hospital is a licensed, general acute care hospital with a special permit for basic or comprehensive emergency service, which has not been designated as a trauma center but which has been formally assigned a role in the trauma care system by the local Emergency Medical Services (EMS) Agency.

CONTRACTOR shall:**A. Administrative**

1. Meet the requirements for designation as an ALS Receiving Hospital as specified/defined in California Health and Safety Code, Division 2.5 and California Code of Regulations, Title 22, Division 9.
2. Comply with all local, state and federal guidelines for emergency department staffing levels and provide EMS as defined by the scope of this contract.
3. Notify COUNTY of emergency department staff changes, specifically the emergency department Medical Director and Prehospital Care Coordinator, within five (5) business days.
4. When the Sacramento County Emergency Medical Services Agency (SCEMSA) Medical Director identifies a potential issue with the emergency department facilities or services, cooperate and provide all requested documents, information, etc. within specified timeframe.
5. Retain the following required documentation:
 - a. Patient care records for prehospital patients brought to CONTRACTOR as part of the EMS system. Such records shall be retained for at least seven (7) years, or if for a minor one (1) year past the age of majority, whichever is greater.
 - b. All prehospital records related to suspected or pending litigation until completion and resolution of all issues arising therefrom and promptly notify COUNTY of any such suspected or pending prehospital lawsuits to allow retrieval and presentation of records by COUNTY.

B. Service Operations

1. Upon designation, serve as a Sacramento County ALS Receiving Hospital as defined by the scope of this contract.
2. Receive prehospital patients in accordance with California Health and Safety Code Division 2.5, California Code of Regulations, Title 22, Division 9, and SCEMSA policies and procedures.
3. Maintain appropriate staffing in emergency department to provide emergency services during established service hours and provide all emergency medical services as defined by the scope of this contract.
4. Provide qualified physician coverage of the emergency service that includes at least one (1) physician on duty 24 hours per day who is a member of the emergency department staff with defined privilege and is trained and experienced in emergency medicine.
5. Designate and maintain a physician qualified by training and experience as Hospital emergency department Physician Director and notify SCEMSA of the appointment or any changes.

6. Provide ALS services 24 hours a day, 7 days a week (24/7). Any deviation from this must follow the guidelines and protocols set forth in the Sacramento County diversion policy as agreed to by Sacramento County area hospitals and the SCEMSA.
7. Provide reviews and written documentation citing violations of standards and/or regulations, as well as any assessment performed by any governmental agency that affects the emergency department's licensure and its ability to accept prehospital patients to SCEMSA within thirty (30) days of receipt or completion of inspection/review.

C. Data Reporting

1. Utilize a data reporting system that collects and reports prehospital outcome as specified by SCEMSA. The frequency of data submission will be determined through the Quality Improvement Program (QIP) but no less than quarterly upon development of the data elements.
2. Provide COUNTY data elements, such as Trauma, Stroke, STEMI, and future programs which will be determined by the QIP for prehospital patients.

II. POLICIES AND PROCEDURES:

CONTRACTOR shall:

- A. Provide ALS Receiving Hospital services in accordance with state law and implement SCEMSA current policies, procedures, and protocols.
- B. Maintain a copy of the patient care prehospital medical record as provided by EMS provider as part of the patient's hospital medical record.
- C. Participate in COUNTY committees, including, but not limited to the Medical Advisory Committee (MAC), Operational Advisory Committee (OAC), Technical Advisory Group (TAG), or other meetings as requested by SCEMSA.
- D. Comply with QIP policies and procedures, data submission and reporting requirements as established by SCEMSA.
- E. Participate in policy development and review including providing written feedback within the time frame specified by SCEMSA.

III. DESCRIPTION OF SERVICES: COUNTY

EMS System, per California Health and Safety Code, Division 2.5, means a specially organized arrangement which provides for the personnel, facilities and equipment for the effective and coordinated delivery of an EMS area of medical care services under emergency conditions.

Medical Control, per Health and Safety Code, Division 2.5, means the medical management of the emergency medical services system pursuant to the provisions of the California Health and Safety Code Division 2.5, Chapter 5.

COUNTY shall:

A. Administrative

1. Designate CONTRACTOR who meets and maintains State and SCEMSA ALS Receiving Hospital provider criteria as an approved ALS Receiving Hospital.
2. Monitor contract and ensure CONTRACTOR complies with scope of service as above.
3. Promptly notify CONTRACTOR of any such suspected or pending prehospital lawsuits to allow retrieval and presentation of records by COUNTY.
4. Maintain an updated list of approved Receiving Hospitals on its website:
<https://dhs.saccounty.gov/PUB/EMS/Pages/Provider-Info.aspx>

B. Service Operations

1. Monitor the contract through annual meetings with the emergency department EMS Medical Director, and/or emergency department Manager and/or Prehospital Care Coordinator to ensure compliance with the scope of the contract and SCEMSA policies and procedures.

C. Data Reporting

1. Submit to CONTRACTOR written requests for specific data information for prehospital outcome data.
2. Comply with all applicable state and federal laws relating to confidentiality and shall maintain the confidentiality of all records, tapes, and logs submitted in compliance with this subparagraph in accordance with the customary standards and practices of government.

D. Feedback

1. Provide information about State or County changes, policies, protocols and/or performance to CONTRACTOR as indicated.
2. Convene SCEMSA meetings and provide follow-up as indicated.
3. Notify CONTRACTOR of staff changes within five (5) business days.

IV. PROGRAM REPRESENTATION:

The program representatives during the term of this agreement are:

COUNTY	CONTRACTOR
EMS Administrator. Currently: David Magnino Emergency Medical Services Agency DHS Public Health Division Phone: 916-875-9708 Email: MagninodD@saccounty.gov	Nurse Manager – Emergency Department Northern California Healthcare System VA Sacramento Medical Center Currently: Mark Guayco Phone: 916-843-7268 Mark.guayco@va.gov

V. POINTS OF CONTACT:

AREA	COUNTY	CONTRACTOR
Receiving Hospital Liaison	EMS Coordinator Currently: Ben Merin Phone: 916-875-9785 MerinB@saccounty.gov	Emergency Manager Currently: Mark Guayco Phone: 916-843-7268 Mark.guayco@va.gov
Data Reporting QIP Liaison	EMS Specialist Currently: Dorothy Rodriguez Phone: 916-874-1060 RodriguezDor@saccounty.gov	Emergency Department Currently: Cathy Torres Phone: 916-843-7140 Cathy.Torres@va.gov
Contract Coordinator	Administrative Services Officer II Currently: Holly Winberry Phone: 916-875-9766 WinberryHo@saccounty.gov	Director Currently: David Stockwell David.stockwell@va.gov
Medical Direction	Medical Director Currently: Dr. Gregory Kann KannG@saccounty.gov	ED Medical Director Currently: Trevor J. Mills, MD Trevor.mills@va.gov

Resolve issues at the lowest possible level starting with the Base Hospital Liaison, EMS Administrator (currently David Magnino), then Division Deputy Director (currently Olivia Kasirye, M.D.).

VI. COMMUNICATION:

- A. CONTRACTOR shall designate medical and/or nursing staff to participate in the MAC, OAC, the QIP, TAG and ad hoc meetings as requested by either party. Members are required to regularly participate, provide information, and/or presentations as requested.
- B. CONTRACTOR or COUNTY shall respond to a request from the other party within three (3) business days.
- C. In the event of threat to public health as determined by the SCEMSA Medical Director and/or Sacramento County Public Health Officer and/or a threat to public safety, COUNTY and CONTRACTOR shall meet and/or communicate within one (1) business day after such notification in order to affect a solution.
- D. In case of an “unusual event” which triggers Emergency System Activation for any Public Health and Medical Incident Level as defined by the California Department of Public Health Emergency Operations Manual (2011, pages 15/16), COUNTY and CONTRACTOR shall meet and/or communicate within one (1) business day to develop a response plan.
<https://www.cdph.ca.gov/Programs/EPO/CDPH%20Document%20Library/FinalEOM712011.pdf>

COUNTY OF SACRAMENTO

MOU NO. 7207600-25-071MC

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
VA NORTHERN CALIFORNIA HEALTH CARE SYSTEM, hereinafter referred
to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH SERVICES**

INSURANCE OR SELF-INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

COUNTY OF SACRAMENTO

MEMORANDUM OF UNDERSTANDING 7207600-25-071MC

**EXHIBIT C TO AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
VA Northern California Health Care System,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

- I.** There is no monetary compensation under the terms of this Agreement.

Certificate Of Completion

Envelope Id: D8C1B4DA7E98421B89CBF85106AA7FB0	Status: Completed
Subject: Complete with DocuSign: (K) VA Northern CA (7207600-25-071MC)	
Source Envelope:	
Document Pages: 19	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Means
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	799 G Street
	Sacramento, CA 95814
	meansj@saccounty.gov
	IP Address: 208.79.246.66

Record Tracking

Status: Original	Holder: Jessica Means	Location: DocuSign
6/3/2024 12:15:50 PM	meansj@saccounty.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Sacramento County	Location: DocuSign

Signer Events

Angelina Bryant
 bryantang@saccounty.gov
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 208.79.246.66

Timestamp

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

David Stockwell
 david.stockwell@va.gov
 Medical Center Director
 Department of Veterans Affairs
 Security Level: Email, Account Authentication (None)

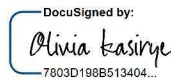


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Electronic Record and Signature Disclosure:
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Olivia Kasirye
 KasiryeO@saccounty.gov
 Health Officer
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 208.79.246.64

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/4/2024 8:03:19 AM
Completed	Security Checked	6/4/2024 8:03:19 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sacramento County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sacramento County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dtech-webteam@saccounty.net

To advise Sacramento County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dtech-webteam@saccounty.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request paper copies from Sacramento County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dtech-webteam@saccounty.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Sacramento County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to dtech-webteam@saccounty.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Sacramento County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sacramento County during the course of my relationship with you.