

COUNTY OF SACRAMENTO

REVENUE AGREEMENT NO. 7207600-25-082RC

CONTRACT ANALYST: Angie Bryant 875-4761

DHS REVENUE AGREEMENT SUMMARY

CONTRACTOR's NAME: Dignity Health dba Mercy Hospital of Folsom

Subject of Revenue: Provide Advanced Life Support (ALS) Receiving and Stroke Center hospital services

Contract Term: July 1, 2024 through Continuous

Maximum Payment to Contractor through this Revenue: \$0 - dollar amount will increase by 5% annually

County Counsel Approval: Corrie L Bute Date 06/26/2024 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 Agreement Five or more employees letter on file

Non Standard Agreement Revenue Agreement 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: 94-1196203

COUNTY OF SACRAMENTO

REVENUE AGREEMENT NO. 7207600-25-082RC

**AGREEMENT
(REVENUE)**

THIS AGREEMENT 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 DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM, a California non-profit public benefit corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY has mandated responsibility for medical control and establishing policies and procedures for the designation of advanced life support (ALS) Receiving and Stroke Center hospital services within Sacramento County; and

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

WHEREAS, pursuant to the resolution cited as providing authority to execute this agreement, the Director of DHS, or designee, has amendment authority for non-monetary changes, monetary decreases, to terminate and to assign, monetary increases for additional designations and to monetarily increase the total agreement amount by up to 10 percent of the total value of the agreement, and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement 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 Agreement 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 Agreement 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

Dignity Health dba Mercy Hospital of Folsom
1650 CREEKSIDE DRIVE
Folsom, CA 95630

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 Agreement 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 Agreement shall be brought in Sacramento County, California.

VI. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement 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.

VII. 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 Agreement.

VIII. 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 Agreement 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 Agreement 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).

IX. 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 Agreement, 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 Agreement.

X. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages (including bodily injury and death), and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or intentional act or omission of CONTRACTOR, its officers, directors, agents, employees, or volunteers.
- B. COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, or employees, from and against all demands, claims, actions, liabilities, losses, damages (including bodily injury and death), and costs,

including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.

- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, and COUNTY's Board of Supervisors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, and COUNTY's Board of Supervisors.
- D. In the event that a claim is made against either party, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they reasonably believe necessary to protect their interest.
- E. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
- F. 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.
- G. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

XI. 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 an equivalent program of self-insurance for professional liability, general liability, workers' compensation, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder.

XII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. COUNTY shall be compensated in accordance with Exhibit C.
- B. COUNTY shall submit an invoice on the forms and in accordance with the procedures prescribed by CONTRACTOR on an annual basis. CONTRACTOR shall pay COUNTY within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY shall maintain for two (2) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement.

XIII. SUBCONTRACTS, ASSIGNMENT

- A. COUNTY shall obtain prior written approval from CONTRACTOR before subcontracting any of the services delivered under this Agreement, which approval shall not be unreasonably withheld.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XIV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement 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 Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XV. TIME

Time is of the essence of this Agreement.

XVI. INTERPRETATION

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

XVII. DIRECTOR

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

XVIII. TERMINATION

- A. Either party may terminate this Agreement 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 Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement 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. If this Agreement is terminated under paragraph A or B above, COUNTY shall be paid for any services completed and provided prior to notice of termination.

XIX. AUDITS AND RECORDS

Upon CONTRACTOR's request, CONTRACTOR or its designee shall have the right at reasonable times and intervals to audit, at COUNTY's premises, COUNTY's financial and program records as are necessary to determine COUNTY's compliance with legal and contractual requirements and the correctness of claims submitted by COUNTY. COUNTY shall maintain such records for a period of two (2) years following termination of the Agreement, and shall make them available for copying upon CONTRACTOR's request at CONTRACTOR's expense.

XX. PRIOR AGREEMENTS

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

XXI. SEVERABILITY

If any term or condition of this Agreement 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 Agreement are declared severable.

XXII. 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).

XXIII. 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.

XXIV. SURVIVAL OF TERMS

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

XXV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement 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.

XXVI. AUTHORITY TO EXECUTE

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

XXVII. 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.

XXVIII. 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).

XXIX. 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).)

XXX. ADDITIONAL PROVISIONS

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

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM

Signed by:
By Olivia Kasirye
Timothy W. Ditz, Director, Department of Health Services, or designee. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

Signed by:
By Lisa Hausmann
Lisa Hausmann, Hospital President

Date: 9/24/2024

Date: 9/23/2024

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Corrie L. Bute Date: 06/26/2024

COUNTY OF SACRAMENTO

REVENUE AGREEMENT NO. 7207600-25-082RC

EXHIBIT A to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM,
hereinafter referred to as "CONTRACTOR"

GENERAL PROVISIONS

I. GENERAL PROVISIONS

The General Provisions listed below apply to Exhibit A-1 through Exhibit A-2 of this agreement.

II. CONTRACTING ENTITY

Title and Name: Hospital President. Currently, Lisa Hausmann
Organization Name(s): Dignity Health dba Mercy Hospital of Folsom
Street Address: 1650 Creekside Drive
City and Zip Code: Folsom, CA 95630

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 COUNTY including, but not limited to:
 - a. Providing required contract documents.
 - b. Maintaining a valid business license.
 - c. Operating a business in California as verified on the California Secretary of State website.
- 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

REVENUE AGREEMENT NO. 7207600-25-082RC

**EXHIBIT A-1 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM,
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 | Emergency Department Manager Mercy Hospital of Folsom Currently: Jeff Carl Phone: 916-984-7356 Email: jeff.carl@commonspirit.org |

V. POINTS OF CONTACT:

| AREA | COUNTY | CONTRACTOR |
|-----------------------------------|--|---|
| Receiving Hospital Liaison | EMS Coordinator Currently: Ben Merin Phone: 916-875-9785 MerinB@saccounty.gov | Emergency Department Manager Currently: Jeff Carl Phone: 916-984-7356 Jeff.carl@commonspirit.org |
| Data Reporting QIP Liaison | EMS Specialist Currently: Dorthy Rodriguez Phone: 916-874-1060 RodriguezDor@saccounty.gov | Emergency Department Manager Currently: Jeff Carl Phone: 916-984-7356 Jeff.carl@commonspirit.org |
| Contract Coordinator | Administrative Services Officer II Currently: Holly Winberry Phone: 916-875-9766 WinberryHo@saccounty.gov | Contract Specialist Currently: Amanda Shamkoska Phone: 916-622-8258 Amanda.Shamkoska@commonspirit.org |
| Medical Direction | Medical Director Currently: Dr. Gregory Kann KannG@saccounty.gov | ED Medical Director Currently: Katherine Katy Baker Email: Kathleen.baker@vituity.com |

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

REVENUE AGREEMENT NO. 7207600-25-082RC

**EXHIBIT A-2 to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”, and
DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM
hereinafter referred to as “CONTRACTOR”**

**SCOPE OF SERVICES
STROKE CENTER**

I. DESCRIPTION OF SERVICES:

CONTRACTOR shall perform stroke center services in accordance per the certification level awarded by The Joint Commission (TJC) with the terms of this Agreement without interruption, twenty-four (24) hours a day, 7 days a week (24/7) at the following hospital facility (HOSPITAL) located at the address in Section I.

II. DEFINITIONS:

For the purpose of this Agreement:

Acute Stroke Patient: A person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by SCEMSA, as may be amended from time to time, and been found to require Stroke Services.

Comprehensive Stroke Center (CSC): A licensed general acute care facility certified by TJC as a Comprehensive Stroke Center, and designated by SCEMSA as a Comprehensive Stroke Center.

Director: The Director of the Health Services and/or his or her designee.

ED: Emergency Department.

EMS: Emergency Medical Services.

EMTALA: Emergency Medical Treatment and Active Labor Act (EMTALA) (42 U.S.C § 1395dd).

Primary Stroke Center (PSC): A licensed general acute care facility certified by TJC as a Primary Stroke Center, and designated by SCEMSA as a Primary Stroke Center.

SCEMSA: Sacramento County Emergency Medical Services Agency.

Stroke Care Committee (SCC): The multi-disciplinary peer-review committee, which reviews the stroke care system, makes recommendations for system improvements, and functions in an advisory capacity on all stroke system issues. Committee members designated by SCEMSA may include, but are not limited to, stroke medical directors, radiologists, neurosurgeons, emergency medicine sub-specialists, stroke program managers, and representatives from ground and flight emergency services providers.

Stroke Center Standards: The standards applicable to stroke centers set forth in the SCEMSA stroke system plan, policies and procedures. All SCEMSA plans, policies, and procedures are reviewed and updated regularly to reflect current standards for care.

Stroke Information System: The computer information system maintained by each Stroke Center, which captures the presentation, diagnostic, treatment and outcome data sets required by TJC and the Stroke Center Standards.

Stroke Services: The customary and appropriate CONTRACTOR and physician services provided by a Stroke Center to acute stroke patients, which, at a minimum, meet Stroke Center Standards.

Thrombectomy-Capable Stroke Center: A licensed general acute care facility certified by TJC as a Thrombectomy-Capable Stroke Center and designated by SCEMSA as a Thrombectomy-Capable Stroke Center.

TJC: The Joint Commission on the Accreditation of Health Care Organizations.

III. CONTRACTOR RESPONSIBILITIES:

CONTRACTOR shall:

A. Administrative

1. Meet the requirements for designation as PSC, TSC or CSC as specified/defined in California Health and Safety Code, Division 2.5 and California Code of Regulations, Title 22, Division 9, Chapter 7.2 and comply with SCEMSA policies and procedures.
2. Obtain and continuously maintain TJC certification as a PSC, TSC or CSC.
3. Meet and comply with all requirements and provide all services, equipment and personnel including maintenance of adequate staffing levels, equipment and facilities as required for a PSC, TSC or CSC according to TJC as defined in SCEMSA Policy # 2529 – Stroke Center Designation.
4. Provide SCEMSA with a copy of the certificate issued by TJC within thirty (30) days of receipt of the certificate; and provide SCEMSA with evidence of continuing TJC certification as a PSC, TSC or CSC not fewer than thirty (30) days prior to the expiration of the current certificate. Failure to obtain and thereafter continuously maintain TJC certification as a Stroke Center may be deemed a material breach of this agreement.
5. Transfer acute stroke patients(s) in accordance with EMTALA.
6. Meet and comply with all requirements and provide all services, equipment and personnel including maintenance of adequate staffing levels, equipment, and facilities as required for a PSC, TSC or CSC, according to TJC.
7. Maintain written agreements and protocols with Thrombectomy Capable or Comprehensive Stroke centers (TSCs, or CSCs), and SCEMSA for the expeditious transfer and management of appropriate stroke patients.
8. Comply with Stroke Center Standards, including the Stroke Center Standards described herein. CONTRACTOR shall monitor compliance with Stroke Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the SCEMSA upon request.
9. Comply with any SCEMSA plan of correction, regarding any identified failure to meet Stroke Standards, within the timeframes established by the SCEMSA.

B. Hospital Personnel

1. Maintain an adequate number of physicians, surgeons, nurses, and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances, including:
 - a. Stroke Program Medical Director who has the responsibilities specific to the needs of the Stroke Program Center, along with his or her current curriculum vitae or resume, and complies with SCEMSA policies/procedures.
 - i. Responsibilities include:
 - Accountable for defining, implementing, and directing the overall stroke program, including responsibility for equipment, personnel, physician competency, privileges, physician availability, quality assurance, and case review conferences.
 - Oversight of Stroke program patient care, coordination of staff and services, authority and accountability for quality and performance improvement, participation in protocol development, establishes and monitors quality control, including Mortality and Morbidity, and participation in County Stroke Quality Improvement (QI) Committee.
 - b. Stroke Program Manager who possesses a valid California Registered Nurse (RN), Nurse Practitioner (NP), or Physician Assistant (PA) license and has Stroke program experience or a multi-discipline committee structure with authority to manage the Stroke program.

- i. Responsibilities include:
 - Support the Stroke Medical Director.
 - Function as the EMS Stroke program liaison (in conjunction with the EMS Coordinator).
 - Assure EMS facility Stroke data sharing.
 - Manage EMS facility Stroke QI activities.
 - Has authority and accountability for QI/Quality Assurance (QA).
2. Personnel changes to the Stroke Program Medical Director or Stroke Program Manager shall be notified to COUNTY within five (5) business days of the effective change. During any vacancy, interim personnel shall be appointed and notified to COUNTY. Vacancies in these positions lasting longer than ninety (90) days shall be notified to COUNTY, along with a plan for staffing.
3. Provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this agreement.
4. Provide neurosurgical services to acute stroke patients within two (2) hours of when the services are deemed necessary for a CSC.
5. Ensure staff receive continuing medical education as defined by TJC and State regulations appropriate for the stroke certification level for the facility.

C. Stroke Center Standards

1. Meet the minimum required criteria outlined in the California Code of Regulations, Title 22, Chapter 7.2 for PCS, TSC or CSC designation.
2. Staff an Acute Stroke Team that includes a physician with experience in diagnosing and treating cerebrovascular disease available 24 hours a day, 7 days a week (24/7) in order to evaluate within fifteen (15) minutes any patient who may have suffered a stroke.
3. Develop written procedures to streamline and accelerate the diagnosis and treatment of acute stroke patients treated with a thrombolytic therapy within sixty (60) minutes in fifty (50) percent or more of arrivals into the emergency department.
4. Maintain an effective method for communications between EMS personnel and CONTRACTOR during rapid transport of a patient experiencing a stroke.
5. Ensure the ED staff are trained in diagnosing and treating stroke patients and have effective lines of communications with both EMS and the acute stroke team.
6. Choose to develop a Stroke Unit for providing care beyond the initial life-threatening period where patients can receive specialized monitoring and care. CONTRACTOR may choose to stabilize patients and transfer them to another licensed and qualified facility.
7. Be capable of performing advanced neuroimaging required for TJC PSC, TSC or CSC Certification within twenty-five (25) minutes of a physician's order. A physician shall evaluate the image within twenty (20) minutes of completion.
8. Provide 24/7 laboratory services including performing and reporting blood counts, blood chemistries and coagulation studies.
9. Have a written call schedule for attending neuro-interventionist, neurologist, and/or neurosurgeon providing availability 24/7.
10. Plan and implement at least two (2) annual programs to educate the public about stroke prevention, diagnosis and availability for emergency treatment.

D. Policies and Procedures

1. Provide PSC, TSC or CSC services in accordance with state law and SCEMSA policies, procedures, and protocols.
2. Attend and participate in COUNTY committees, including, but not limited to the SCC, or other meetings as requested by SCEMSA.
3. Comply with Quality Improvement Program (QIP) policies and procedures, data submission and reporting requirements defined by SCEMSA policies.

4. Assist in SCEMSA policy development and review including providing written feedback within specified timeframes.

E. Data Collection and Reporting

1. Have a database or registry for tracking the number and type of stroke patients seen, their treatments, timeline for treatments and some measurement of patient outcome.
2. Provide quarterly stroke hospital out-come data to a mutually agreed upon Stroke registry, which is compatible with CA EMS Authority Stroke Database, and provide access to this data for the SCEMSA according to SCEMSA Policy # 2528 – Stroke System Data Elements.
3. Submit quarterly QI Committee Data Reports and annual performance reports in the format established by SCEMSA. Reports shall be submitted within three (3) months of conclusion of calendar quarter or calendar year respectively.
4. Actively participate in the SCEMSA Quality Improvement Plan (QIP) by making records available for program monitoring.
5. Submit reports and materials on its services as requested by SCEMSA within ten (10) business days of written request from the SCEMSA.
6. Participate in evaluations or research designed to show the effectiveness of the stroke system's and CONTRACTOR's services to acute stroke victims.

IV. COUNTY RESPONSIBILITIES:

COUNTY shall:

A. Administrative

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

B. Service Operations

1. Maintain an adequate number of staff in order to maintain responsibilities for ongoing performance evaluation and quality improvement of the Stroke System.
2. Perform annual inspections of CONTRACTOR's internal operations policies and personnel records to ensure compliance and state law and SCEMSA policy.
3. Assign staff to attend CONTRACTOR's annual / bi-annual Joint Commission certification review site visit.
4. Comply with all regulations under California Code of Regulations, Division 9, Chapter 7.2, regarding local EMS Agency operations.

C. Data Reporting

1. Provide CONTRACTOR data vendor information including point of contact for data submission.
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.
3. Comply with California Code of Regulations, Division 9, Chapter 7.2, regarding data management requirements.

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 from the EMS QIP process.

V. 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 | Director, Currently: Anu LoCricchio Neurological Institute Dignity Health Phone: 916-962-8771 Email: anu.locricchio@commonspirit.org |

VI. POINTS OF CONTACT:

| AREA | COUNTY | CONTRACTOR |
|---------------------------------------|--|--|
| Stroke Hospital Liaison | EMS Coordinator Currently: Sydney Freer Phone: 916-875-2515 Email: FreerS@saccounty.gov | Stroke Program Manager Currently: Richard Otley Phone: 916-733-6829 Richard.otley001@commonspirit.org |
| Medical Direction | Medical Director Currently: Dr. Gregory Kann KannG@saccounty.gov | Medical Director: Currently: Dr. Reza Pirasheli Reza.pirasheli@commonspirit.org |
| Data Reporting/QIP Liaison | EMS Specialist Currently: Yvonne Newson Phone: 916-875-2502 NewsonY@saccounty.gov | Stroke Program Manager Currently: Richard Otley Phone: 916-733-6829 Richard.otley001@commonspirit.org |
| Contract Coordinator Invoicing | Administrative Services Officer II Currently: Holly Winberry Phone: 916-875-9766 WinberryHo@saccounty.gov | Contract Specialist Currently: Amanda Shamakoska Phone: 916-622-8258 Amanda.Shamakoska@commonspirit.org |

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.).

VII. COMMUNICATION:

- A. CONTRACTOR shall designate medical and nursing staff to participate in SCC and ad hoc meetings as requested by either party. Members are required to regularly participate, provide information, and/or presentations as requested.
- B. CONTRACTOR shall notify the SCEMSA, in writing, at least quarterly and no later than the ten (10) days following the end of every quarter of any failure to meet PSC, TSC or CSC Standards, and take corrective action to correct the failure within a period of time specified and approved by the SCEMSA.
 - 1. CONTRACTOR should use the current version of exclusionary data elements used by their current data registry.
 - 2. CONTRACTOR shall report to SCEMSA on a quarterly basis, all incidents in which exclusionary data is used by CONTRACTOR.
- C. CONTRACTOR shall immediately notify the SCEMSA, via EMResource, of any circumstances that will prevent CONTRACTOR from providing CSC services.

- D. CONTRACTOR and COUNTY will notify the other of staffing changes to personnel identified in this contact within five (5) business days of the effective change.

COUNTY OF SACRAMENTO

CONTRACT AGREEMENT NO. 7207600-25-082RC

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM, hereinafter referred
to as "CONTRACTOR"**

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.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and
DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. BUDGET

The budget for the first five years of this agreement is outlined as follows and includes the maximum possible 5% annual increase. Subsequent years fees include the maximum possible 5% annual increase over the prior year.

| Fee Type | Exhibit | Fiscal Year 2024-25 | Fiscal Year 2025-26 | Fiscal Year 2026-27 | Fiscal Year 2027-28 | Fiscal Year 2028-29 |
|--|---------|------------------------|------------------------|------------------------|------------------------|------------------------|
| ALS Receiving or ALS Base Hospital | A-1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STEMI Receiving Center In County - \$13,000/year Out of County - \$6,500/year | NA | | | | | |
| Stroke Receiving Center In County - \$13,000/year Out of County - \$6,500/year | A-2 | \$16,591.66 | \$17,421.24 | \$18,292.31 | \$19,206.92 | \$20,167.27 |
| Stroke Comprehensive Center \$18,500/year | NA | | | | | |
| Trauma Center | NA | | | | | |
| TOTAL | | \$16,591.66 | \$17,421.24 | \$18,292.31 | \$19,206.92 | \$20,167.27 |

II. INVOICING

Initial designation fee is due and payable to Sacramento County EMS upon return of signed contract.

Following the initial payment, CONTRACTOR will be invoiced annually at the beginning of the COUNTY’S fiscal year (July – June).

Payment is due within 30 days. Failure to remit payment within specified timelines could affect the hospitals’ designation.

COUNTY OF SACRAMENTO**CONTRACT AGREEMENT NO. 7207600-25-082RC**

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
DIGNITY HEALTH DBA MERCY HOSPITAL OF FOLSOM,
hereinafter referred to as "CONTRACTOR"**

ADDITIONAL PROVISIONS**I. LICENSING, CERTIFICATION AND PERMITS**

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, professional degree and work experience of such persons.

II. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various

professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four (4) years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress 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.

VI. AUDIT/REVIEW REQUIREMENTS

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors
2 CFR 200.501 requires that non-Federal entities that expend \$1,000,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).
- B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
 1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$250,000, but more than \$100,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.
- C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.
- D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

VII. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VIII. BASIS FOR ADVANCE PAYMENT

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR'S designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR'S designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR'S designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR'S written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR'S designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. The COUNTY reserves the right to withhold the total advance amount from any invoice.

G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

IX. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed the Director's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

X. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is \$5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

Certificate Of Completion

Envelope Id: E06D6783786E4DB0B3ECC898C4900E97
Subject: Complete with DocuSign: (K) Dignity Folsom 7207600-25-082RC
Source Envelope:
Document Pages: 27
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
Envelope Originator:
Jessica Means
799 G Street
Sacramento, CA 95814
meansj@saccounty.gov
IP Address: 208.79.246.66

Record Tracking

Status: Original
7/17/2024 8:29:31 AM
Holder: Jessica Means
meansj@saccounty.gov
Location: DocuSign
Security Appliance Status: Connected
Storage Appliance Status: Connected
Pool: StateLocal
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

Sent: 7/17/2024 8:39:06 AM
Viewed: 7/17/2024 8:40:17 AM
Signed: 7/17/2024 8:41:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amanda Jernigan Shamakoska
amanda.jerniganshamakoska@commonspirit.org
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 134.238.191.75

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Resent: 8/20/2024 8:36:41 AM
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Viewed: 9/20/2024 11:06:11 AM
Signed: 9/20/2024 11:06:20 AM

Electronic Record and Signature Disclosure:
Accepted: 7/24/2024 12:15:30 PM
ID: 8d71cda9-e255-440d-9218-f73e59219a98

Lisa Hausmann
lisa.hausmann@commonspirit.org
Security Level: Email, Account Authentication (None)



Signed by: Lisa Hausmann
Signature Adoption: Pre-selected Style
Using IP Address: 174.231.117.249
Signed using mobile

Sent: 9/20/2024 11:06:22 AM
Resent: 9/20/2024 11:13:16 AM
Resent: 9/20/2024 11:13:56 AM
Viewed: 9/23/2024 7:48:11 PM
Signed: 9/23/2024 7:48:28 PM

Electronic Record and Signature Disclosure:
Accepted: 9/23/2024 7:48:10 PM
ID: b5342916-b672-4a13-a407-6c0dee277a7d

Olivia Kasirye
KasiryeO@saccounty.gov
Health Officer
Security Level: Email, Account Authentication (None)



Signed by: Olivia Kasirye
Signature Adoption: Pre-selected Style
Using IP Address: 208.79.246.64

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Viewed: 9/24/2024 7:29:57 AM
Signed: 9/24/2024 7:31:05 AM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
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ID: 6308d28b-4532-4cc1-aaf9-34ce7598a62d

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| 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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| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 7/17/2024 8:39:06 AM |
| Envelope Updated | Security Checked | 7/17/2024 8:50:26 AM |
| Envelope Updated | Security Checked | 7/17/2024 8:50:26 AM |
| Envelope Updated | Security Checked | 7/18/2024 8:38:28 AM |
| Envelope Updated | Security Checked | 7/18/2024 8:38:28 AM |
| Envelope Updated | Security Checked | 9/20/2024 11:13:15 AM |
| Certified Delivered | Security Checked | 9/24/2024 7:29:57 AM |
| Signing Complete | Security Checked | 9/24/2024 7:31:05 AM |
| Completed | Security Checked | 9/24/2024 7:31:05 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
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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

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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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

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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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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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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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