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COUNTY OF SACRAMENTO **MOU NO. 7207600-26-108MC**

CONTRACT ANALYST: Angie Bryant 875-4761

DHS MOU SUMMARY

CONTRACTOR's NAME: State of California, California Highway Patrol

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

Contract Term: June 1, 2026 through Continuous

Maximum Payment to Contractor through this MOU: $0.00

County Counsel Approval: _____ Date June 4, 2026

Or

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

Authorized by: 2025-0427 (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: 96969918 Order #: A76000

CONTRACTOR's Federal Tax Identification Number: 94-2257827

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Memorandum of Understanding between
Sacramento County Department of Health Services and
State of California, California Highway Patrol

THIS Memorandum of Understanding (MOU) is made and entered into as of this 1st day of June, 2026, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and STATE OF CALIFORNIA, CALIFORNIA HIGHWAY PATROL, a State Agency, hereinafter referred to as "CHP."

RECITALS

WHEREAS, COUNTY has mandated responsibility for medical control and establishing policies and procedures for the designation of Advanced Life Support (ALS) providers within Sacramento County; and

WHEREAS, these policies, procedures and oversight include provisions requiring Emergency Medical Technicians and Paramedics to be affiliated with an ALS provider in order to perform the scope of practice specified in Title 22, Division 9, Chapter 4, Article 2, Section 100145 & 100146 of the California Code of Regulations (CCR); and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2025-0427 on July 8, 2025, authorizing the Department of Health Services to enter into an Agreement with CHP; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Director of the Department of Health Services, or designee, has amendment authority for non-monetary changes and to terminate or assign as needed; and

WHEREAS, COUNTY AND CHP 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 CHP agree as follows:

I. SCOPE OF SERVICES

The roles and responsibilities of COUNTY and CHP are 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 remain in effect until terminated.

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 CHP
DIRECTOR Department of Health Services 7001-A East Parkway, Suite 1000 Sacramento, CA 95823-2501	State of California, California Highway Patrol 5012 Luce Ave., Suite 103 McClellan Park, CA 95652

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

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

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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. CHP 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. CHP 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. CHP certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CHP shall perform its services under this MOU in accordance with the industry and/or professional standards applicable to CHP's services. COUNTY may evaluate CHP's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CHP 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 CHP hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CHP 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 CHP'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 CHP (including CHP's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CHP'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 CHP under the provisions of this MOU; and as an independent contractor, CHP 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 CHP 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 CHP for accomplishing the results.

C. If, in the performance of this MOU, any third persons are employed by CHP, such person shall be entirely and exclusively under the direction, supervision, and control of CHP. 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 CHP, 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 CHP nor CHP'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. CHP shall not be covered by workers' compensation; nor shall CHP 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.

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E. It is further understood and agreed that CHP must issue W-2 and 941 Forms for income and employment tax purposes, for all of CHP's assigned personnel under the terms and conditions of this MOU.

X. CONTRACTOR IDENTIFICATION

CHP 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: CHP's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CHP.

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

A. CHP'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. CHP'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 CHP is unincorporated, CHP acknowledges and agrees that CHP 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 CHP or any employee or agent of CHP seek to obtain such benefits from COUNTY, CHP 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

CHP and CHP'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. CHP 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, CHP 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. CHP 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. CHP agrees and assures COUNTY that CHP 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. CHP 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. CHP 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. CHP 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. CHP shall include this nondiscrimination provision in all subcontracts related to this MOU.

XVI. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents 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, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors' subcontractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties 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 Claims attributable to the fault of that Party, its respective governing board, officers, directors, officials, employees, volunteers, agents, or contractors' subcontractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity 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.

The provisions of this Indemnity 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

CHP shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CHP 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

CHP shall ensure that all web sites and web applications provided by CHP 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, CHP is to provide training of County personnel on legal issues, then CHP 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.

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XXI. SUBCONTRACTS, ASSIGNMENT

A. CHP shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this MOU. CHP 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. CHP 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 CHP 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 CHP 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, CHP 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 CHP and it is later determined that CHP 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 CHP should CHP 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 CHP and it is later determined that CHP 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 CHP 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, CHP 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, CHP 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 CHP covered by this MOU, less payments of compensation previously made. In no event, however, shall COUNTY pay CHP 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. CHP shall not incur any expenses under this MOU after notice of termination and shall cancel any outstanding expense obligations to a third party that CHP can legally cancel.

XXIX. REPORTS

A. CHP shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CHP's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

B. CHP agrees that, pursuant to Government Code section 7522.56, CHP 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). CHP 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 CHP's premises, CHP's financial and program records as COUNTY deems necessary to determine CHP's compliance with legal and contractual requirements and the correctness of claims submitted by CHP. CHP 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 CHP has provided access to CHP's financial and program records related to this MOU.

XXXI. PRIOR MOUS

This MOU constitutes the entire contract between COUNTY and CHP regarding the subject matter of this MOU. Any prior MOUs, whether oral or written, between COUNTY and CHP 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 CHP 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).

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XXXIV. TRANSITION OF CARE

If CHP provides services to patients/clients under the terms of this AGREEMENT, CHP shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CHP to another Provider. CHP 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 CHP shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract CHP certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CHP 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, CHP 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

CHP 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).)

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XXIX. 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.

This MOU is voluntary and does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever.

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

Signed by: Phuong Luu 38FD2C0B44E5427...

By _____

Timothy W. Lutz, Director, Department of Health Services, or designee. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

Date: 6/9/2026

STATE OF CALIFORNIA, CALIFORNIA HIGHWAY PATROL

Signed by: Fabio Serrato 4EA2E3F2CA904C8...

By _____

Fabio Serrato, Assistant Chief, Commander

Date: 6/9/2026

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CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: June 4, 2026

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EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
STATE OF CALIFORNIA, CALIFORNIA HIGHWAY PATROL,
hereinafter referred to as "CHP"

SCOPE OF SERVICES

I. PROGRAM LOCATION(S)

Title and Name:	Assistant Chief, Commander, Currently Fabio Serrato
Program Name(s):	State of California, California Highway Patrol
Street Address:	5012 Luce Ave., Suite 103
City and Zip Code:	McClellan Park, CA 95652

II. SERVICE PERFORMANCE MONITOR

Title and Name:	EMS Administrator, Currently Tom McGinnis
Organization:	Sacramento County Department of Health Services
Street Address:	9616 Micron Avenue, Suite 940
City and Zip Code:	Sacramento, California 95827
Email:	mcginnist@saccounty.gov
Phone:	916-875-9753

Current EMS Agency Contact Information: https://dhs.saccounty.gov/PUB/EMS/Pages/Contact-Us.aspx

III. DESCRIPTION OF SERVICES:

Advanced Life Support (ALS) and Limited ALS (LALS) providers are responsible for transporting prehospital patients from the scene of an emergency to acute care hospitals and performing inter-facility transfers within an organized EMS system in accordance with California Health and Safety Code Division 2.5, Sections 1797 et. seq., California Code of Regulations, Title 22, Division 9, and emergency medical services (EMS) policies and procedures established by Sacramento County Emergency Medical Services Agency (SCEMSA).

CHP shall:

A. Administrative

1. Maintain the legal capacity to contract with COUNTY including, but not limited to:
   a. providing all COUNTY contract required documents,
   b. maintaining a valid business license and
   c. performing business in California as verified on the California Secretary of State website.
2. Maintain organization and staffing for implementing and operating this Contract.
3. In the event that CHP is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CHP shall not be entitled to

any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CHP must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CHP fails to receive compensation.

B. Service Operations

1. Provide Advanced Life Support (ALS) services on a continuous 24-hour per day basis.
2. Use and maintain two-way communications equipment between hospitals and field units as specified and approved by the Sacramento County Emergency Medical Services Agency (SCEMSA).
3. Employ Emergency Medical Dispatch (EMD) trained personnel with a nationally approved EMD system as required by SCEMSA.
4. Ensure that CHP's staff complies with SCEMSA application policies and completes the online application process for certification/accreditation.
5. Ensure that CHP's staff completes required incident reporting within the required timeframes as required by statues, regulations and SCEMSA policies.

C. Policy/Procedures

1. Provide ALS and/or LALS services in accordance with state law and SCEMSA policies, procedures and protocols
2. Comply with response times as designated by SCEMSA.
3. 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.
4. Comply with Quality Improvement (QI) Program policies and procedures, QI Plan submission, data submission, and reporting requirements.
5. Participate in policy development and review including providing written feedback within the timeframe specified by the SCEMSA.

D. Data Reporting

1. Use an electronic patient care report platform with data reporting capabilities as required by SCEMSA.
2. Comply with SCEMSA requests for data submission or collection of information for purposes of a clinical or operational investigation as requested by the SCEMSA in requested time period.
3. Utilize a data reporting system that will collect, integrate and report data and comply with the technical specifications required by COUNTY identified vendor.
4. Provide Patient Care Reports, Mass Casualty Incident Reports and future program reporting which will be determined by the Quality Improvement Program (QIP).
5. Submit data electronically as required by COUNTY directly to COUNTY data vendor. The frequency of data submission will be determined through the QIP but within 72 hours of development of the data elements.
6. Annually, between November 1st and December 1st, submit CHP's Annual Proposed Ambulance Ground Transportation Rates to SCEMSA via email at SCEMSAinfo@saccounty.gov.

COUNTY shall:

A. Administrative

1. Designate and maintain CHP who has met the state and SCEMSA ALS and/or LALS provider criteria as an approved ALS and/or LALS provider.
2. Monitor MOU and ensure CHP complies with scope of service as above
3. Maintain and update a list of approved ALS and/or LALS providers on its website: https://dhs.saccounty.gov/PUB/EMS/Pages/EMS-Home.aspx

B. Service Operations

1. Perform annual inspections of ALS and/or LALS provider equipment and personnel certification records to ensure compliance and state law and SCEMSA policy.

C. Data Reporting

1. Provide CHP data vendor information including points of contact for data submission requirements.

D. Feedback

1. Provide information about State or County changes, policies, protocols and/or performance to CHP as indicated.

E. Program Representatives

1. The program representatives during the term of this agreement are:
   a. COUNTY: EMS Administrator, Currently Tom McGinnis mcginnist@saccounty.gov
   b. CHP: Assistant Chief, Commander, Currently Fabio Serrato, 279-224-6400, fserrato@chp.ca.gov

IV. COMMUNICATION

A. Points of Contact

1. COUNTY
   a. ALS Program Oversight: EMS Specialist Assigned ALS Duties, Currently Jenna Alexander, alexanderjen@saccounty.gov
   b. Problem Resolution: EMS Administrator, Currently Tom McGinnis, mcginnist@saccounty.gov
   c. Quality Improvement/Data Analysis: EMS Specialist Assigned QI and Data Analysis Duties, Currently Dorthy Rodriguez, rodriguezdor@saccounty.gov
   d. Contract Coordinator: Administrative Services Officer II, Currently Holly Winberry, winberryho@saccounty.gov
   e. Current EMS Agency Contact Information: https://dhs.saccounty.gov/PUB/EMS/Pages/Contact-Us.aspx
2. CHP
   a. ALS Program Oversight: Currently: EMS Coordinator, Sergeant Whitney Lowe, 279-224-6400, WLowe@chp.ca.gov
   b. Problem Resolution: Currently: EMS Coordinator, Sergeant Whitney Lowe, 279-224-6400, WLowe@chp.ca.gov
   c. Quality Improvement/Data Analysis: Currently: EMS Coordinator, Sergeant Whitney Lowe, 279-224-6400, WLowe@chp.ca.gov
   d. Contract Coordinator: Currently: EMS Coordinator, Sergeant Whitney Lowe, 279-224-6400, WLowe@chp.ca.gov

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e. Current CHP Contact Information: Currently: EMS Coordinator, Sergeant Whitney Lowe, 279-224-6400, WLowe@chp.ca.gov

B. Communication

1. CHP shall designate staff to participate in the MAC, OAC, the QIP, and the TAG. Members are required to regularly participate, provide information, and/or presentations as requested.
2. CHP and COUNTY shall participate in ad hoc meetings as requested by either party.
3. CHP or COUNTY shall respond to a request from the other party within three business days.
4. In the event of threat to public health and safety, COUNTY and CHP shall meet within one (1) business day after such notification in order to affect a solution.
5. 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.

C. Sacramento County EMS Plan

1. Follow the State approved Sacramento County EMS Plan.
2. This Agreement does not confer any rights, privileges or ownership to the CHP to provide services and/or respond to medical emergencies requested through the 9-1-1 emergency telephone number, or any other source in Sacramento County.

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EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
STATE OF CALIFORNIA, CALIFORNIA HIGHWAY PATROL, hereinafter referred to as "CHP"

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.

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EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
STATE OF CALIFORNIA, CALIFORNIA HIGHWAY PATROL,
hereinafter referred to as "CHP"

BUDGET REQUIREMENTS

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

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Certificate Of Completion

Envelope Id: 0E978C2E-1A82-8568-8270-047D3E956A10
Status: Completed
Subject: Complete with Docusign: (K) State of California, California Highway Patrol 7207600-26-108MC
Source Envelope:
Document Pages: 17
Signatures: 2
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
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Envelope Originator:
Jessica Barrett
799 G Street
Sacramento, CA 95814
barrettjes@saccounty.gov
IP Address: 136.226.6.77

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Security Appliance Status: Connected

Holder: Jessica Barrett
barrettjes@saccounty.gov
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Signer Events	Signature	Timestamp
Angelina Bryant bryantang@saccounty.gov Security Level: Email, Account Authentication (None)	DS AB Signature Adoption: Pre-selected Style Using IP Address: 136.226.6.77	Sent: 6/5/2026 12:19:52 PM Viewed: 6/5/2026 12:31:48 PM Signed: 6/5/2026 12:32:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Whitney Lowe WLowe@chp.ca.gov Security Level: Email, Account Authentication (None)	Initial WL Signature Adoption: Pre-selected Style Using IP Address: 163.116.140.158	Sent: 6/5/2026 12:32:15 PM Resent: 6/8/2026 7:43:15 AM Viewed: 6/8/2026 7:45:44 AM Signed: 6/8/2026 7:48:25 AM
Electronic Record and Signature Disclosure: Accepted: 6/8/2026 7:45:44 AM ID: 6607e41a-d1e6-40ca-9097-749e10cf0e81		
Fabio Serrato fserrato@chp.ca.gov Security Level: Email, Account Authentication (None)	Signed by: Fabio Serrato 4FA2E3F2CA904C8... Signature Adoption: Pre-selected Style Using IP Address: 163.116.140.64	Sent: 6/8/2026 7:48:27 AM Viewed: 6/9/2026 9:34:19 AM Signed: 6/9/2026 9:37:29 AM
Electronic Record and Signature Disclosure: Accepted: 6/9/2026 9:34:19 AM ID: 9544978a-39c8-4514-bf04-b52f178fd991		
Phuong Luu luup@saccounty.gov Security Level: Email, Account Authentication (None)	Signed by: Phuong Luu 38FD2C0B44E5427... Signature Adoption: Pre-selected Style Using IP Address: 136.226.7.77	Sent: 6/9/2026 9:37:31 AM Viewed: 6/9/2026 8:01:25 PM Signed: 6/9/2026 8:05:12 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2026 8:01:25 PM ID: fa3540f2-37d2-4fb7-865d-6a64f7303f87		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/5/2026 12:19:52 PM
Certified Delivered	Security Checked	6/9/2026 8:01:25 PM
Signing Complete	Security Checked	6/9/2026 8:05:12 PM
Completed	Security Checked	6/9/2026 8:05:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 10/19/2018 9:35:50 AM
Parties agreed to: Whitney Lowe, Fabio Serrato, Phuong Luu

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

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 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

** 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 access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
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- 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.