

Agreement No. _____

Board Resolution No. 080506

**GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND DIGNITY HEALTH MEDICAL
FOUNDATION**

This Agreement is entered into this 25th day of June, 2024 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Dignity Health Medical Foundation, hereinafter called "Grantee."

* * *

WHEREAS, the County wishes to address the lack of urgent care capacity along the coastal region of San Mateo County below Pacifica;

WHEREAS, Grantee currently operates a Primary Care Clinic at 799 Main Street, Ste D, Half Moon Bay, CA 94019

WHEREAS, at the request of County, the Grantee has applied to the County seeking a grant for the purpose of funding the expansion of its existing Primary Care clinic to include Urgent Care Services in its Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant to the terms set forth in this Agreement;

NOW, THEREFORE, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Project Description
- Exhibit B—Reporting and Invoicing

2. Grant

County hereby grants to Grantee a sum not to exceed FOUR HUNDRED EIGHTY THOUSAND EIGHT HUNDRED AND SEVENTY-NINE DOLLARS (\$480,879) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee within 30 calendar days of receipt of a satisfactory invoice. Invoices should be accompanied by back up documentation (e.g., documentation of contractual services, receipts for professional services rendered, salary and benefits back up, etc.).

The disbursement schedule is as follows:

- **Payment 1-** Invoice for up to 50% of the grant (\$240,439.50), upon submission of receipts/invoices showing expenditures and supporting documentation, e.g., timesheets, activity logs, payment records, etc., for items and activities funded by the Grant as part of the Project described in Exhibit A, and pursuant to the terms set forth in Exhibit B.

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- **Payment 2-** Invoice for remainder of the grant (\$240,439.50), upon submission of receipts/invoices showing expenditures and supporting documentation, e.g., timesheets, activity logs, payment records, etc., for items and activities funded by the Grant as part of the Project described in Exhibit, and pursuant to the terms set forth in Exhibit B.

By the Parties' mutual Agreement, the above schedule may be modified to involve more payments of smaller percentages and amounts, but in no event shall the total amount disbursed by the County under this Agreement exceed \$480,879.

INVOICES: Requests for grant disbursement should be (1) on the organization's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Peter Shih
2000 Alameda de las Pulgas, Suite 155
San Mateo, CA 94403
pshih@smcgov.org

3. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin July 1, 2024 and continue through March 31, 2025. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement will be subject to approval of the Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

Grantee may terminate this Agreement without a requirement of good cause with 60 days' notice to the County.

4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and both Parties agree and acknowledge that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties. Further, Parties agree and acknowledge that Grantee is the owner and operator of medical clinic currently providing primary care services at the same location at which Grantee will operate the Project as set forth in Exhibit A, and Grantee retains complete autonomy in the medical direction of its resources in accordance with its license obligations, including in the manner in and method by which it provides care to patients through the Project that is the subject of this Agreement.

5. Project Administration

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written

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reports to the County's authorized representative in accordance with Exhibit B.

6. Hold Harmless

a. General Mutual Hold Harmless

Each party (the "Indemnifying Party") shall at all times indemnify and hold harmless each of the other parties and said other parties' respective successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorneys' fees, and all other expenses and shall, further, defend the Indemnified Parties from any and all claims, actions, suits, prosecutions, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) any allegation (whether founded or unfounded and regardless of the nature or character thereof) regarding: (i) any negligent, willful, reckless, or wrongful act or omission of the Indemnifying Party, its employees, representatives, contractors or agents; (ii) any breach of, or inaccuracy in, any representation and/or warranty made by the Indemnifying Party herein including, without limitation, claims for personal injury, death or damage to property or other demands; (iii) any alleged violation by the Indemnifying Party of any law, statute, regulation or ordinance, or (iv) any failure to perform by the Indemnifying Party, or any defect in said party's performance of, its obligations and duties pursuant to this Agreement, the performance of any work or services required of any party under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor, County, Sequoia or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from any party's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Indemnifying Party and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Indemnity – Dignity Health Medical Foundation

In addition to any other indemnities provided among and between the parties under the terms of this Agreement, County shall defend, indemnify and hold Dignity Health Medical Foundation, its parents, officers, directors, and affiliates (collectively, "Dignity Health") harmless for any and all claims, action, damages, losses or other liabilities (including interest, penalties, costs, attorneys' and other professional fees and expenses) suffered or incurred by Dignity Health, arising out of or resulting from any material breach or non-performance of this Agreement by County other than for unavailability of funds as set forth in Section 3.

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7. Insurance

a. General Requirements

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of Project work for which it would receive grant funds.

c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Professional Liability..... \$1,000,000

(To be checked if Grantee is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

8. Assignability and Subcontracting

Neither Party shall assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project, and any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the

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County shall have the right to a refund of all funds disbursed under this Agreement.

9. Compliance With Laws

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee’s expense, any license, permit, or approval required from any agency.

10. Merger Clause: Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, and correctly states the rights, duties, and obligations of each party as of this document’s date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

11. Controlling Law: Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

12. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Grantee, to:
Peter Shih 2000 Alameda de las Pulgas, Suite 155 San Mateo, CA 94403	Dignity Health Medical Foundation 3400 Data Drive Rancho Cordova, CA 95670
Email: pshih@smcgov.org	Email: Theresa.Hylen@DignityHealth.org

13. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

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THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

For Grantee:

DocuSigned by:
Theresa Hylen
5Z79D536E1C1420...
(signature)
Authorized Representative
Grantee

Jun 11, 2024
Date

Dignity Health Medical Foundation
Dignity Health Medical Foundation
Name of Grantee

Theresa Hylen, CFO
(please print name)
Authorized Representative
Grantee

COUNTY OF SAN MATEO

By:  Resolution No. 080506
President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:


By:
Clerk of Said Board

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Exhibit A

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the June 25, 2024, Board transmittal and resolution, incorporated herein by reference. Grantee will continue to operate its Primary Care clinic during the Term, and Grant funds shall be applied only to the Project, and not to the operation of the Primary Care clinic.

Grantee shall provide the following services, which are not currently provided at the Primary Care clinic, to the general public regardless of insurance status:

Urgent Care Services delivered at 799 Main Street, Ste D, Half Moon Bay, CA 94019

Urgent Care Hours: Wednesday through Saturday 9 AM through 8 PM

Staffing: One (1) urgent care physician, one (1) medical assistant, one (1) front office staff, and administration support.

Dignity agrees to bill for all urgent care patients seen in its clinic in accordance with all applicable State and Federal law as appropriate and collect amounts under the terms of Exhibit B.

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Exhibit B

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A and will report back to the County regarding various categories of data including, but not necessarily limited to, those noted below. In addition, Grantee agrees to provide descriptive information about the Project upon reasonable request of the County, including, but not limited to, the County Executive's Office, the County Communications Officer, or the Supervisorial District Office.

The Term shall include an initial three-month period for hiring, contracting, credentialing providers, securing supplies and equipment, and otherwise preparing for the Project to be operational ("Start-Up Period). The target date to begin operations shall be October 1, 2024, and Grantee shall notify County if the start date of operations is delayed or can start earlier.

Once the Project is operational, Grantee shall track data indicating patients seen and claims submitted for Urgent Care Services.

After approximately three months of providing urgent care services, Grantee shall analyze all the patients seen and claims submitted to provide a detailed utilization report (patient demographics, time seen, presenting diagnosis, payor, and amount billed). The report shall be completed within 30 days of the end of the initial three-month period that the Project is operational, i.e., by January 31, 2025, and provided to the County. Within 15 days following County's receipt of the report, i.e., by approximately February 15, 2025, the Parties shall meet and confer to discuss whether an extension beyond the initial six-month term is appropriate.

Payment under the contract shall commence upon Grantee's submission of invoices pursuant to Section 2 of this Agreement. As part of its approved budget, Grantee is authorized and approved by County to include a 6% administrative overhead fee in its invoicing.

Pursuant to Section 2 of this Agreement, County's fiscal obligation shall not exceed \$480,879.

Certificate Of Completion

Envelope Id: A1891AB53B21499DAE2A0055F8BF799D	Status: Completed
Subject: Complete with DocuSign: Dignity Health Medical Foundation Grant Agmt FINAL.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kelly Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	170 Alameda de las Pulgas
	Redwood City, CA 94062
	Kelly.Johnson3@CommonSpirit.org
	IP Address: 162.135.0.6

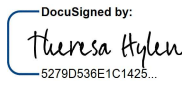
Record Tracking

Status: Original	Holder: Kelly Johnson	Location: DocuSign
6/10/2024 2:49:08 PM	Kelly.Johnson3@CommonSpirit.org	

Signer Events

Theresa Hylan
 theresa.hylan@commonspirit.org
 CFO
 Dignity Health Medical Foundation
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 5279D536E1C1425...
 Signature Adoption: Pre-selected Style
 Using IP Address: 162.135.0.71

Timestamp

Sent: 6/10/2024 2:51:44 PM
 Resent: 6/11/2024 10:04:38 AM
 Viewed: 6/11/2024 1:44:47 PM
 Signed: 6/11/2024 1:45:06 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/19/2024 11:16:26 AM
 ID: 6fcc3dc5-65a2-4d1f-b2a8-d98fbeb287

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	6/10/2024 2:51:44 PM
Certified Delivered	Security Checked	6/11/2024 1:44:47 PM
Signing Complete	Security Checked	6/11/2024 1:45:06 PM
Completed	Security Checked	6/11/2024 1:45:06 PM

Payment Events **Status** **Timestamps**

Electronic Record and Signature Disclosure