



FOR IMMEDIATE RELEASE

August 2, 2021

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San Joaquin General Hospital Announces Letter of Intent with Dignity Health to Provide Critical Health Care Services to County Residents

San Joaquin General Hospital ([SJGH](#)) and Dignity Health, whose parent company is CommonSpirit Health, announced today that they have signed a Letter of Intent (LOI) to develop an agreement to enter into a long-term affiliation to enhance the ability of SJGH to provide critical care to the residents of San Joaquin County.

“San Joaquin County is pleased to announce this partnership with Dignity Health that will allow San Joaquin General Hospital to remain viable as a provider of cost-effective quality health care,” said Supervisor Tom Patti, Chairman of the San Joaquin County Board of Supervisors. “Due to the pandemic and a variety of other fiscal considerations, SJGH will require access to clinical, operational, educational and financial assistance that could only be provided by entering into an agreement with an established, successful health care system. We believe this affiliation will be significantly beneficial to all parties, but especially to patients and staff at SJGH by providing a more financially-secure hospital setting which offers more sustainable care over the long term.”

The LOI provides the negotiation components of an eventual Definitive Agreement and Management Services Agreement intended to achieve the following outcomes:

- Sustain SJGH as a vital health care provider in the community and improve the financial strength and integrity of both organizations;
- Shared expectations around, and continuous improvement in quality, patient experience, and operational efficiency;
- Expanded access to care through joint planning to enhance quality, access, clinical services, and graduate medical education; and
- Clear financial alignment and governance, ensuring that both parties (County and Dignity Health) have a vested interest in ensuring the partnership’s operating and financial success.

On February 9, 2021, the County Board of Supervisors authorized County staff to enter into a non-binding LOI to evaluate various options and negotiate the terms for structuring a potential partnership with San SJGH and Dignity Health. On May 25, 2021, both SJGH and Dignity Health signed the LOI regarding this partnership, which provides the intent of the two parties to enter into a long-term affiliation.

“This agreement between San Joaquin General Hospital and Dignity Health represents the alignment of two exceptional organizations with mutual missions of serving vulnerable populations while maintaining and enhancing access to care and improving the health of the communities we serve. We look forward to working together and forming lasting relationships with the San Joaquin County community to make a difference in peoples’ lives,” said Donald Wiley, President & CEO, Dignity Health St. Joseph’s Medical Center.

The next steps in the process are to develop work structures and a work plan and provide a report to the Board of Supervisors with the goal for the partnership to begin within 6-9 months. The LOI also provides strict parameters regarding this joint effort, including maintaining SJGH as a County hospital, and to ensure that it continues to provide care to low-income residents.

About San Joaquin General Hospital

Established in 1857, San Joaquin General Hospital and its related clinics together form the basis for the County’s safety-net health care system with 65% of its patients utilizing Medicare or MediCal. Additionally, SJGH provides the County with critical health care services as a level-II trauma center and a graduate medical education program that seeks to encourage graduates to continue to stay and serve County residents.

About Dignity Health & CommonSpirit Health

CommonSpirit Health, formed in 2019 by the alignment of Dignity Health and Catholic Health Initiatives (CHI), is a nonprofit health system with care sites in 21 states, committed to advancing health for all people and dedicated to serving the common good. With facilities such as Dignity Health St. Joseph’s Medical Center of Stockton serving their communities for over a century, CommonSpirit Health has a strong legacy of caring for the underserved, building healthier communities, and innovating health care.

The Letter of Intent is attached for your information.

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Letter of Intent

**Between
San Joaquin County
and
CommonSpirit Health**

April 22, 2021

LETTER OF INTENT

This Letter of Intent ("LOI") is entered into by and between **San Joaquin County** ("County") on behalf of **San Joaquin General Hospital** ("SJGH" or "Hospital"), a California General Law County, and **CommonSpirit Health**, a Colorado Not for Profit Corporation on behalf of itself, and its Affiliates including **Dignity Health**, a California Not for Profit Corporation and **Dignity Community Care**, a Colorado Not for Profit Corporation (all collectively referred to herein as "CommonSpirit Health" and/or "CSH"). (Each of County and CSH is a "Party" and together "the Parties".) This LOI expresses the intention of the Parties to negotiate exclusively and in good faith, based substantially on the terms and principles set forth herein, to develop a Definitive Agreement to enter into a long-term affiliation, through a Management Services Agreement ("MSA") or such other structure as the Parties may propose, and such other ancillary agreements as may be necessary (the "Transaction"). Except as set forth in Section VIII, the terms of this LOI are non-binding; binding obligations shall arise only if and when the Parties complete their joint planning and due diligence, negotiate and execute one or more Definitive Agreements including if necessary a MSA (having received the due authorization from their respective Boards)), receive any required third-party consents, and fulfill other conditions necessary to close the Transaction. This LOI shall be effective upon the date fully executed by the Parties ("Effective Date").

I. Recitals: Vision and Goals

WHEREAS, County is a California General Law County which owns and operates Hospital and other related clinics and services, which together form the basis for County's ability to carry out its indigent care responsibilities pursuant to §17000 of the California Welfare and Institutions Code, as well as to enable County to provide other important and valuable health care services for County residents; and

WHEREAS, current and future changes in the health care reimbursement and capital environment, coupled with Hospital's limited payer mix, will potentially result in diminished patient care revenues and access to capital for County hospital systems; and

WHEREAS, changes in the population landscape could generate increases in vulnerable patient populations typically served by SJGH and other county systems with limited ability to generate the resources needed to meet the increased needs; and

WHEREAS, ongoing changes in the financial and operations landscape of Hospital and the health care industry will also likely lead to increased costs, which could result in an increased need for County taxpayer support at a time when such support may not be readily available; and

WHEREAS, to remain viable as a provider of cost-effective quality health care SJGH will require access to clinical, operational, educational and financial assistance that could only be provided by entering into an affiliation with an established, successful health care system; and

WHEREAS, pursuant to §23004.5 of the California Government Code "Health care facilities" owned or operated by counties have the right to "establish, maintain and carry on their activities through one or more corporations, joint ventures or affiliations for the direct benefit of those health care facilities and the health services that they provide"; and

WHEREAS, §14000.2 of the California Welfare and Institutions Code further authorizes Counties to "transfer the maintenance, operation and management or ownership of a county hospital" to another

party, provided that the Board of Supervisors makes a special finding that services “could be more efficiently, effectively or economically provided by the transferee”; and

WHEREAS, at a time of extraordinary economic and health system uncertainty, and in the face of an ongoing pandemic, the County Board of Supervisors in 2020 issued a Request for Information (“RFI”) to explore whether or not services could be more efficiently, effectively or economically provided by entering into an affiliation with an established health care system, in order to continue to provide essential services to San Joaquin County residents while protecting County taxpayers from the risk of uncertain or open-ended subsidies for its health system; and

WHEREAS, pursuant to the RFI process, County engaged in informal discussions with certain respondents to determine the extent of their interest, and has now determined that it would be in the best interest of County to pursue an affiliation with CSH consistent with the terms described herein; and

WHEREAS, CSH believes the Parties have mutual missions of serving vulnerable populations and a mutual goal to maintain and enhance access to care in the community, and that the negotiation of a Definitive Agreement and MSA will achieve the following mutually beneficial outcomes:

- Sustain SJGH as a vital health care provider in the community and improve the financial strength and integrity of both organizations;
- Shared expectations around, and continuous improvement in quality, patient experience, and operational efficiency;
- Expanded access to care through joint planning to enhance quality, access, clinical services, and graduate medical education; and
- Clear financial alignment and governance, ensuring that both parties (County and CommonSpirit Health) have a vested interest in ensuring the partnership’s operating and financial success.

NOW THEREFORE, County and CSH hereby express their intent to develop a Definitive Agreement leading to a long term affiliation based on the terms contained in this LOI.

II. Definitive Agreement. It is the intent of the Parties that a Definitive Agreement to enter into a long-term affiliation and otherwise consummate the Transaction, including if appropriate a MSA, that will enable CSH to enhance SJGH’s ability to provide high quality clinical care for County residents and operate and potentially expand important graduate medical education programs, while also improving Hospital’s value, efficiency and long-term fiscal viability, be developed and submitted for approval to the County Board of Supervisors and the CSH Board of Directors within 180 days of the signing of this LOI. In order to meet that deadline, immediately after the signing of this LOI, the Parties will commence due diligence and develop a comprehensive work plan, work streams, work expectations, and timelines to guide their work towards the Definitive Agreement and the closing of the Transaction.

III. Structure and Governance of Proposed Affiliation.

- a. Nature and Structure of Transaction.** This LOI expresses the intent of the Parties to enter into the Transaction which will create an effective and enduring affiliation or alignment between SJGH and CSH. Such an affiliation or alignment may include sale, lease or a long term management services agreement (MSA). In the event of a MSA, the parties anticipate the Definitive Agreements will have a 10-year initial term that can be

terminated upon written notice at least two years prior to the end of the initial term, and will thereafter continue unless and until terminated by one party upon written notice of two years. The Definitive Agreements will address the equitable unwind of assets, employees, operations and services in the event of any termination of the affiliation.

- b. Maintenance of Designated Public Hospital Status for SJGH.** In order to determine the most appropriate structure for the proposed CSH affiliation, the Parties will evaluate the importance of maintaining the SJGH's "Designated Public Hospital" ("DPH") status with respect to Hospital's participation in the MediCal program. The parties will evaluate several structural options to select the legal organization that best meets the stated needs of SJGH while facilitating the optimal effectiveness of CSH. Should the Parties determine that maintenance of DPH status is important to SJGH's financial viability, the Parties will develop a structure that would be intended to preserve such status.
- c. Structural Options.** If the Parties conclude that it is important to facilitate the proposed affiliation or alignment in a manner that preserves Hospital's DPH status, the integrated system could be formed pursuant to a long term MSA between the County Commission/PBC and the Dignity Community Care Company of CSH. In that case, the Parties would explore whether the affiliation with CSH would benefit from:
 - i. Creation of a new Commission or Public Benefit Corporation ("PBC") by County, which would be controlled by County and which could serve as County's designated entity for entering into a MSA with CSH; and/or
 - ii. Creation of a Joint Venture organization between County (or such new County Commission or PBC) and the Dignity Community Care Company of CSH.

Regardless of what structure the Parties choose for the initial affiliation, the Definitive Agreements may contain provisions allowing the Parties an option to convert the structure to another structure upon the occurrence of certain events.

IV. Delegated and Reserved Powers and Duties. The Parties will recommend to the County Board of Supervisors the following with respect to the full range of powers and duties to be delegated to CSH in the proposed Transaction, and if the Parties believe it is necessary to preserve DPH status, the powers and duties that would be reserved to County:

- a. Powers to be Delegated to CSH Under the Proposed Transaction.** Regardless of the final structure recommended by the Parties, it is the intent of the Parties that the affiliation or alignment developed as a result of the Transaction would include delegation of the following powers and duties to CSH's Dignity Community Care Company:
 - i. Maintenance of safety net health services in order to assist County in meeting its obligations under § 17000 of the California Welfare and Institutions Code, with appropriate consideration of the extent to which County would bear the financial risk of maintaining such services;
 - ii. Development of SJGH's budgets and annual and long range plans to enable an achievable performance, including specific recommendations with respect to

future County subsidies, with the goal of minimizing future risk and uncertainty for County taxpayers, while potentially sharing or reinvesting potential net revenues for the benefit of County residents;

- iii. With respect to financial management, determination of the extent to which CSH may agree to provide a range of services, including but not necessarily limited to the following:
 1. Revenue cycle management and/or oversight,
 2. Coordination and alignment with CSH financial leadership, including participation in any regularly held CFO conferences or related meetings, consistent participation of CFOs of other CommonSpirit Health Hospitals,
 3. Access to financial performance monitoring tools and templates,
 4. Access to performance benchmarking and ranking comparisons,
 5. Treasury/investment management assessment/consulting,
 6. Access to budgeting tools, templates, and systems use, including service line level budgeting, and
 7. Cost reporting assessment and consulting;
- iv. Executive leadership and management of Hospital operations (which would include CSH employment of the CEO, CFO, CNE, COO and CMO), including making available CSH's full range of operational improvement programs and best practices in order to improve efficiency, quality and patient care services and satisfaction;
- v. Responsibility for management (and as appropriate, oversight of expansion) of the clinical programs and services of SJGH and its hospital-based clinics (but not of County Federally Qualified Health Center ("FQHC") clinics), including (but not necessarily limited to) advisory services related to physician leadership, recruitment, retention, education, support and integration;
- vi. Continued support to maintain close coordination with (and non-financial/non-operational support for) County FQHC clinics, which would continue to be managed by County and by the FQHC Board, pursuant to Federal and State regulatory requirements;
- vii. Human Relations services, and oversight and management of local workforce, provided that the Definitive Agreements will address how best to meet the County's goals of increased flexibility in hiring, retaining and appropriately rewarding employees, including whether those goals could be met if all employees other than C-suite executives would continue to be employed by

County or by a successor entity to County (e.g., Joint Venture, Commission or PBC);

- viii. Consulting and advising in the developing and implementing, as appropriate, of strategic plans for SJGH, including market assessment, business planning, service line development and data analytics support;
- ix. Consulting and advising in the developing and implementing, as appropriate, of capital plans for SJGH, including the provision of capital allocation planning tools and templates;
- x. Consulting and advising in seeking to improve management and efficiency of SJGH purchasing, supply chain and procurement services, including access to CSH purchasing agreements and to supply chain management best practices as allowed under the defined arrangement between CommonSpirit Health and SJGH;
- xi. Consulting and advising to provide for maintenance and improvement of SJGH's information technology platforms and services, including optimization of existing SJGH electronic medical record platforms and, as may prove to be needed over time, and subject to CSH's contractual obligations, including the potential ability to have access to CSH information technology agreements;
- xii. Provide consulting and legal to ensure overall compliance and risk management activities and services;
- xiii. Provide for real estate & facilities management services;
- xiv. Provide overall advice and consulting to support SJGH's direct negotiations with third-party payers, with a continued and expanded focus on community health, value-based health, population health and community benefits; and
- xv. Provide consulting and advice for management, improvement in operations, quality, and expansion of SJGH's Graduate Medical Education programs in coordination with GME programs at current CSH hospitals.

b. Retention of Powers by County. The Parties will also recommend the retention of such powers and duties by County as may be necessary to preserve and protect Hospital's DPH status, should the Parties agree that retention of DPH is a critical need status.

V. Regulatory Actions and Approvals. It is the intent of the Parties that preparation for the necessary Federal and State regulatory approvals commence as quickly and efficiently as possible, taking into account the rules and policies of the respective Federal and State regulatory agencies, following the signing of this LOI.

VI. Naming/Branding. The Parties will agree on final naming and brand use conventions prior to executing the Definitive Agreement.

VII. Negotiation of Definitive Agreements. The Parties agree to work together cooperatively, exclusively, and in good faith to negotiate, prepare and execute a Definitive Agreement that reflects the terms summarized in this LOI. In addition to the terms described here, the Definitive Agreement shall contain representations and warranties, covenants and conditions to closing customary in transactions of this nature or otherwise agreed to by the Parties. Each Party understands and agrees that this LOI does not purport to set forth all of the terms and conditions of the Definitive Agreement and that the terms and conditions of the proposed transaction set forth in this LOI may change as a result of, among other things, the Parties' due diligence and continued discussions. Further, the omission of certain terms from this LOI shall not be construed so as to diminish the importance or the materiality of such terms, and the Parties acknowledge that, in addition to the proposed terms contained in this LOI, additional material terms remain to be resolved.

VIII. Other Legal Terms.

- a. Term of LOI.** This LOI shall extend until [Date] or the execution of the Definitive Agreement, unless extended by mutual consent of the Parties or sooner terminated as provided below.
- b. Termination of LOI.** This LOI may be terminated at any time as follows:

 - i. Upon the mutual written agreement of the Parties (and shall be deemed terminated upon the execution of the Definitive Agreement by the Parties); or
 - ii. By a Party, with or without cause, upon 30-days written notice to the other Party.
- c. Exclusivity.** For a period of 180 days following the complete execution of this LOI, neither County nor any of its officers or Directors or Supervisors, nor any of its employees, agents or representatives shall, directly or indirectly, (a) solicit, initiate or encourage the initiation by others of discussions or negotiations with third parties, respond to solicitations by third parties, or continue any existing discussion or negotiations with third parties (other than with the Parties and their affiliates and representatives) relating to any potential future arrangement substantially similar to the proposed transaction described herein including, without limitation, any sale, lease, management, acquisition, joint venture, affiliation, or other transaction involving all or substantially all of the assets or operations of SJGH ("Alternative Arrangement"); or (b) participate in any discussions or negotiations regarding an Alternative Arrangement, or otherwise cooperate in any way with, assist, participate in, or facilitate any efforts to or attempt by any person or entity (other than the Parties and their affiliates and representatives) to create an Alternative Arrangement or enter into any agreement or commitment relating to an Alternative Arrangement (whether or not binding). The Parties expressly agree and acknowledge that an Alternative Arrangement does not include discussions and negotiations any Party is or may be engaged in on various matters related to its ordinary and customary course of business or strategic plan which may include ongoing discussions with other providers and healthcare organizations, provided that if such discussions or negotiations are materially related to the proposed

transaction described herein or an Alternative Arrangement, such Party shall inform the other Party of such discussions or negotiations.

- d. Conduct of Business.** Until the closing of the Transaction, each Party shall continue to conduct its respective businesses independently in the ordinary course of business.
- e. Confidentiality.** A Confidentiality and Nondisclosure Agreement (“NDA”) was entered into by each Party on August 24, 2020, in order to facilitate preliminary information-gathering discussions. That NDA, amended as agreed by the Parties to include a Common Interest Agreement and otherwise reflect the current negotiations, will continue to remain in effect for as long as this LOI remains in effect. This LOI, both its existence and the terms and provisions herein, are deemed “Confidential Information” under the NDA.
- f. Due Diligence.** From the date hereof until the termination of this LOI, and subject to mutually agreed legal restrictions, each Party shall make available to the other Party (and their financial and professional advisors and lenders), and permit the other Party (and their financial and professional advisors and lenders) to have reasonable access to, such information and materials relating to the financial, business, and legal condition of such Party, as may be requested by the requesting Party to allow them to become familiar with the financial, business, and legal condition and prospects of the other Party. Such information shall be requested and provided, as applicable, solely for purposes of conducting due diligence, negotiating the Definitive Agreement and consummating the Transaction. Such information shall only be shared and reviewed by each Party's representatives on a need-to-know basis, and only upon agreement by such representatives to maintain the strict confidentiality of such information, and to use such information, in accordance with the terms of this LOI and the NDA. Prior to obtaining the requisite regulatory approvals, information of a sensitive competitive nature that is considered necessary to developing an overview of the merged entity shall be provided to a mutually agreed-upon third-party advisor for analysis on a blind or redacted basis, or be subject to other appropriate protocols agreed upon by the Parties.
- g. Press Releases.** The Parties shall consult with one another and must agree in writing in advance concerning the form and substance of any press release, communications, internal or external announcements, community outreach, advocacy, or other public disclosure of the matters covered by this LOI, and shall make a diligent effort to prohibit their respective directors, trustees, officers, employees, consultants or advisors from granting press interviews or engaging in similar actions that would result in other public disclosure of such matters; provided, however, that these obligations shall not be deemed to prohibit any Party from making any disclosure which such Party deems necessary in order to fulfill such Party's disclosure obligations in accordance with law.
- h. Governing Law and Dispute Resolution.** This LOI shall be governed by the laws of the State of California without regard to conflict of laws principles.

- i. Injunctive Relief.**¹ The Parties acknowledge and agree that in the event of the violation of Section VIII(e) of this LOI, a nonbreaching Party could not be fully or adequately compensated in damages and that, in addition to any other relief to which such party may become entitled, such Party shall be entitled to temporary and permanent injunctive and other equitable relief without the necessity of posting a bond.
- j. Costs and Expenses.** Except as may otherwise be agreed by the Parties to the extent each of Party separately engages counsel, accountants and advisors, each Party shall be responsible for its own costs and expenses incurred in connection with the Transaction referred to herein (whether or not the Transaction is consummated); provided, however, that the Parties may agree to jointly share the costs of advisors, consultants and legal counsel whose role is to facilitate the Transaction, to the extent such jointly funded facilitation would hold down the costs of the Transaction.
- k. Non-Binding.** Except for this Section VIII (the “Binding Provisions”), which shall be binding on the Parties until such time as this LOI is terminated as provided herein (or for such longer time as expressly provided in Section VIII(e)), all other provisions of this LOI are non-binding and do not create or constitute any legally binding obligations whatsoever between County and CSH, and neither Party shall have any obligation or liability to the other Party with respect to the proposed transaction unless and until the Definitive Agreement (i) is in a form and substance satisfactory to each Party and its respective counsel, (ii) is approved by the County Board of Supervisors and the CSH Board of Stewardship Trustees, and (iii) is executed and delivered by and between all Parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no Party to this LOI shall have any liability to any other Party to this LOI based upon, arising from, or relating to the proposed transaction. Each Party acknowledges that it will not take action or refrain from taking action in reliance on this LOI, other than the Binding Provisions, or the negotiation thereof, and that any such reliance would be at its own risk. No subsequent oral agreement or consent of the Parties (including partial performance) shall be deemed to impose any such obligation or liability.
- l. Assignment.** No Party to this LOI may assign its rights or responsibilities without the prior written approval of the other Party.
- m. No Third-Party Beneficiary.** None of the provisions contained in this LOI are intended by the Parties, nor shall they be deemed, to confer any benefit, on any person (including without limitation any faculty member, physician or employee) not a Party to this LOI, as third-party beneficiary or otherwise.
- n. Compliance with Law.** In the event that any part of this LOI is determined to violate federal, state or local laws, rules or regulations, the Parties agree to negotiate in good faith to revise the provision or provisions that are in violation. In the event the Parties are unable to agree to new or modified terms as required to bring the entire LOI into

¹ Parties to discuss whether this is addressed already in the NDA.

compliance, either Party may terminate this LOI upon ten (10) days' written notice to the other Party.

- o. Entire Agreement.** This LOI and the NDA represent the entire understanding of the Parties with respect to the matters addressed herein, and except as provided in Section VIII(e) above, shall supersede all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof and thereof. For avoidance of doubt, however, this LOI does not affect any current agreements between the Parties, all of which shall remain in effect in accordance with their terms until expressly superseded by execution of the Definitive Agreement. This LOI may not be modified except by a written instrument duly executed by each of the Parties.
- p. Execution.** This LOI may be executed in multiple counterparts, each of which will be deemed to be an original copy of this LOI and all of which, when taken together, will be deemed to constitute one and the same LOI. The exchange of copies of this LOI and of signature pages by facsimile or other electronic transmission (including electronic PDF) will constitute effective execution and delivery of this LOI as to the Parties and may be used in lieu of the original LOI for all purposes.

[Signature Page Follows]

SIGNATURE PAGE

AGREED:

San Joaquin General Hospital

DocuSigned by:
By David K. Culberson
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Its: Chief Executive Officer

Name: David Culberson

Date: 5/5/2021

CommonSpirit Health

DocuSigned by:
By Julie Sprengel
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Its: [Title] Division CEO, Southern CA

Name: Julie Sprengel

Date: 5/3/2021

Approval of County Counsel:

DocuSigned by:
By J. Mark Myles for
303D0E75828B471...

Name: J. Mark Myles

Date: 5/5/2021

Certificate Of Completion

Envelope Id: B8DB3B08CE804ECD9A9F21150656A355	Status: Completed
Subject: Please DocuSign: Letter of Intent Final 042221.docx	
Source Envelope:	
Document Pages: 11	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gary Jayne
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	44 N San Joaquin ST
	Stockton, CA 95202
	gjayne@sjgov.org
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Signer Events

Julie Sprengel
 Julie.sprengel@commonspirit.org
 Division CEO, Southern CA
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


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Electronic Record and Signature Disclosure:
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David K. Culberson
 dculberson@sjgh.org
 Security Level: Email, Account Authentication (None)

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Quendrith Macedo
 qmacedo@sjgov.org
 Security Level: Email, Account Authentication (None)

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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
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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	4/29/2021 11:18:20 AM
Certified Delivered	Security Checked	5/5/2021 2:58:12 PM
Signing Complete	Security Checked	5/5/2021 2:58:24 PM
Completed	Security Checked	5/5/2021 2:58:24 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of San Joaquin (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 system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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 the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, 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 Carahsoft OBO County of San Joaquin:

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