# FUNDING AGREEMENT #8335 AMENDMENT I

This First Amendment to that Funding Agreement #8335, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Marshall Medical Center, a California Nonprofit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1100 Marshall Way, Placerville, California 95667 (hereinafter referred to as "Grantee");

### RECITALS

WHEREAS, Grantee has been engaged by County to provide opioid remediation activities, pursuant to Funding Agreement #8335, dated May 21, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$322,877.77, adding Exhibit A-1 marked "Revised Budget" and amending ARTICLE I, Use of Funds Reporting Requirements, and Payment;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2025 for one (1) additional year, amending ARTICLE II, Term;

WHEREAS, the parties hereto desire to amend the Agreement to update language, amending ARTICLE XIV, Notice to Parties, and ARTICLE XXX, Contract Administrator;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #8335;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Grantee mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8335 on the following terms and conditions:

1) ARTICLE I, Use of Funds Reporting Requirements, and Payment, of the Agreement is amended in its entirety to read as follows:

### ARTICLE I

## Use of Funds:

- A. Grantee shall perform activities as described in the submitted grant application as approved by the Opioid Remediation Panel as defined in Exhibit A marked "Application," incorporated herein and made by reference a part hereof. The revised budget, attached hereto as Exhibit A-1, is incorporated herein and made a reference a part hereof.
- B. All Grantee activities performed through this Agreement must also adhere to the approved list of opioid remediation uses as listed in Exhibit B, marked "Funding Uses,"

incorporated herein and made by reference a part hereof, with the schedules included in Exhibit B as follows:

Schedule A: Core StrategiesSchedule B: Approved Uses

## Reporting Requirements:

Grantee shall submit activity and data reporting to <u>EDCOSF@edcgov.us</u>, Attn: OSF Quarterly Reporting, in accordance with Exhibit C, marked "Opioid Settlement Funds Grantee Reporting Requirements." incorporated herein and made by reference a part hereof.

## Payment:

Grantee shall be subawarded Opioid Settlement Funds in the amount of: \$645,755.54.

Term	Subaward Amount		
5/21/24 to 6/30/25 (Fiscal Year 2024/25)	\$322,877.77		
7/1/25 to 6/30/26 (Fiscal Year 2025/26)	\$322,877.77		
Total	\$645,755.54		

Within sixty (60) days of execution of this Agreement, County will advance Fiscal Year 2024-2025 funds to Grantee.

County agrees to pay Grantee within forty-five (45) calendar days following County's receipt and approval of Grantee's invoice or request for distribution of the Fiscal Year 2025-2026 Opioid Settlement Funds. Invoices/Remittance shall be addressed as indicated in the table below or to such other location as County may direct per the Article titled "Notice to Parties."

Funds shall be used in accordance with the approved Grantee Application on file and in accordance with the approved list of Opioid Remediation Uses in Exhibit B.

Grantee shall revert any unspent funds that remain at the end of the term of this Agreement back to the County, for replenishment to County's Opioid Remediation Fund account. Grantee will ensure that unspent funds are returned to County within sixty (60) days of the end of the term of this Agreement.

A. Remittance shall be addressed as indicated in the table below or to such other location as County or Grantee may direct per the Article titled "Notice to Parties."

Email (preferred method):	U.S. Mail:			
BHinvoice@edcgov.us	County of El Dorado			
Please include in the subject line:	Health and Human Services Agency Attn: Finance Unit			
"Contract #, Service Month or				
Year, Description / Program	3057 Briw Road, Suite B			
	Placerville, CA 95667-5321			

Grantee shall keep and maintain all necessary records to properly and accurately reflect all costs claimed to have been incurred in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

2) ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

### ARTICLE II

Term: This Funding Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2026.

3) ARTICLE XIV, Notice to Parties of the Agreement is amended in its entirety to read as follows:

#### ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 ATTN: Contracts Unit

Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Grantee shall be addressed as follows:

MARSHALL MEDICAL CENTER
Attn: Teri McClanahan, Grant Administrator
1100 Marshall Way
Placerville, CA 95667
tmcclanahan@marshallmedical.org

or to such other location or email as the Grantee directs.

4) ARTICLE XXX, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

### ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Salina Drennan, Alcohol and Drug Program Division Manager, Behavioral Health Division, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Grantee with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Except as herein amended, all other parts and sections of that Agreement #8335 shall remain unchanged and in full force and effect.

# **Requesting Contract Administrator Concurrence:**

By: Salina Drennan (Mar 18, 2025 11:36 PDT)

 $_{Dated:} \ \underline{03/18/2025}$ 

Salina Drennan Alcohol and Drug Program Division Manager Behavioral Health Division Health and Human Services Agency

# Requesting Department Head Concurrence:

By: Olivia Byron-Cooper (Mar 18, 2025 12:02 PDT)

Dated: 03/18/2025

Olivia Byron-Cooper, MPH

Director

Health and Human Services Agency

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Funding Agreement #8335 on the dates indicated below.

By: hwa Schulffully
Deputy Clerk

Dated: 5/20/25

# -- MARSHALL MEDICAL CENTER --

By: Siri Nelson (Mar 18, 2025 15:44 PDT)

Dated: 03/18/2025

Siri Nelson

Chief Executive Officer

"Grantee"

By: John R. Knight (Mar 18, 2025 16:42 PDT)

John Knight Corporate Secretary Dated: 03/18/2025

# Marshall Medical Center Exhibit A-1 Revised Budget

MMC Revised Budget			\$	322,877.77		
Summary of Proposal Budget						
Position		Requested Budget (Application)		evised Budget	Revised Budget FTEs	Budget Narrative
Providers	\$	266,700.00	\$	93,424.00	2.00	Covers the cost of two providers to provide medical care and prescribe medications (1 Phys & 1 NP).  Pro Fee Base Comp + Benefits + RVU incentive + Admir Stipend < collections >
SUN/Counselors	\$	96,400.00	\$	81,104.00	1.80	Proposal will cover the cost of 1.80 Substance Use Navigators to provide coordination of services and facilitate group sessions an indivdual sessions, case management, brief assessments, communicate with family and caretakers.
Program Manager			\$	38,032.00	0.50	Covers 50% of the cost of Program Manager to provide program support and oversight.
Clinic Recpetionist			\$	38,032.00	0.50	program support and oversight.
Clinic Scheduler			\$			
Medical Assistant			\$	_		
Fringe Benefits (EE's only)	\$	130,332.00		58,101.77		SUN & Program Mgr - FICA, SUI, PTO, Health Ins, Life Ins, Retirement, Work Comp, Sick Leave. Allocated at 49% of salaries.
Sub-Total	\$	493,432.00	\$	270,661.77		
Non-Personnel	7	433,432.00	-	270,002.77		The state of the s
Malpractice Insurance	\$	2,700.00	\$	-		
Supplies & Patient Incentives	\$	10,000.00	\$			
Marketing			\$			Materials & video material to be distributed/viewed in the jail. Develop Materials for Prenatal women struggling with substance abuse. Included in Indirect below.
Local Travel	\$	8,000.00	\$	<del>, 1</del> 8_1		
Training for Providers	\$	10,000.00	\$	-		
Patient out of pocket balances co-pays, deductibles, co-ins,		MAL				Remove barrier to care for patients. Payor of last resor for uninsured patients receiving MAT care at the CARES
rtc).	\$	9,088.00	\$	5,000.00		clinic &/or confirmatory testing.
Rent			\$	26,216.00	nille I	
Medical/Patient care equipment			\$			
Sub-Total	\$	39,788.00	\$	31,216.00		
ndirect Cost			\$	21,000.00		Time spent by Marketing, Finance, Billing, and other support staff.
Grand Total	\$	533,220.00	\$	22,000.00		

8% Indirect Cost as % of Personnel Costs