

Barton Healthcare System #506
and
Marshall Medical Center #3034
and
Chief Administrative Office

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING #266-S1410

THIS SECOND AMENDMENT to the Memorandum of Understanding (MOU) #266-S1410 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 Barton Healthcare System, Inc., a non-profit, licensed acute care hospital, whose principle place of business is 2170 South Avenue, South Lake Tahoe, California 96150, (hereinafter referred to as "Barton"), and whose Agent for Service of Process is John Williams, 2170 South Avenue, South Lake Tahoe, California 96158; and Marshall Medical Center, a non-profit, licensed acute care hospital, whose principal place of business is 1100 Marshall Way, Placerville, California 95667 (hereinafter referred to as "Marshall"), and whose Agent for Service of Process is Siri Nelson, 1100 Marshall Way, Placerville, California 95667, collectively referred to as "Parties" or singularly as "Party;"

R E C I T A L S

WHEREAS, in accordance with California Government Code (GC) §§76000 – 76000.5, County receives funding known as the Maddy Emergency Medical Services Fund (Maddy Fund), which is funded by revenue generated from court fines and is intended to reimburse providers for costs associated with care provided to uninsured patients, pursuant to Memorandum of Understanding #266-S1410, dated March 10, 2015 and First Amendment to Memorandum of Understanding #266-S1410, dated February 23, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "MOU");

WHEREAS, the parties hereto desire to amend the MOU to give the County additional discretion regarding the amount of annual reimbursement and to allow modifications or supplemental plans to the hospitals' request, amending **ARTICLE I, Scope of Services** and **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the MOU to add clarifying language regarding the proposal and invoicing process, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the MOU to update County's notice recipient address, amending **ARTICLE XVII, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Parties mutually agree to amend the terms of the MOU in this Second Amendment to MOU on the following terms and conditions:

- I. **ARTICLE I, Scope of Services** of the MOU is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: The EMS Agency has conducted a needs assessment of pediatric trauma services in the County and has identified a need for improved access to, and coordination of, pediatric trauma and emergency services in the area known as the Western Slope of the County as well as the South Lake Tahoe area of the County.

- A. Barton and Marshall, individually, shall each submit in writing to the Emergency Medical Services Agency Administrator, on or before April 1 of every year, a plan to utilize the Richie Fund monies in accordance with HSC §1797.98a to improve access to and coordination of services provided to pediatric trauma and emergency patients including, and not limited to, training, purchase of equipment, etc. Such plans shall not exceed \$30,000 each per year. The County may modify this annual maximum by written notification provided on or before March 1.
- B. The Emergency Medical Services Agency Administrator shall review each proposal. If approved, the Chief Administrative Officer, or designee, shall give separate written authorization that the Richie Funds may be distributed to Barton and to Marshall as proposed, in an aggregate amount not to exceed the funding received into the Richie Fund.
- C. The County may, at its sole discretion, accept and approve amendments or revisions to approved plans to utilize Richie Fund monies. Requests to amend or revise an approved plan shall be submitted in writing by Barton or Marshall. Each request shall be reviewed by the Emergency Medical Services Agency Administrator, and if approved, the Chief Administrative Officer or designee shall give written approval of the revision or amendment.
- D. The County may, at its sole discretion, accept and approve supplemental plans to utilize Richie Fund monies as may be submitted by Barton or Marshall, individually, separate from the annual request submitted on or before April. Supplemental plans shall be submitted to the Emergency Medical Services Agency Administrator. Barton and Marshall may, individually, submit one (1) supplemental plan each requesting to utilize Richie Fund monies for the reimbursement of qualifying costs incurred between April 1, 2020 and March 31, 2021. Otherwise, supplemental plans shall not be approved for the reimbursement of previously incurred costs.

The Parties each acknowledge that the Richie's Fund consists of funds collected and deposited in said fund, plus any interest accrued, minus the allowable administrative fees pursuant to HSC §1797.98a(f). The Parties further agree that all use of funds shall be in accordance with HSC §1797.98a.

III. ARTICLE III, Compensation for Services, of the MOU is amended in its entirety to read as follows:

**ARTICLE III
Compensation for Services:**

- A. Funding for this MOU is derived from various sources pursuant to GC 76000.5, and is deposited in the County's Maddy Fund, in accordance with Exhibit B "County Resolution 192-2007" attached hereto and incorporated by reference herein. Said funding is to be allocated to various recipients in accordance with HSC §§1797.98a through 1797.98g.
- B. For purposes of this MOU, in accordance with HSC §1797.98a (e), fifteen percent (15%) of the money deposited into the Maddy Fund pursuant to GC 76000.5 shall be utilized to provide funding for pediatric trauma centers and shall be known as "Richie's Fund." In counties that do not maintain a pediatric trauma center, the money may be used to improve access to, and coordination of, pediatric trauma and emergency services in the County, including, and not limited to, training, purchase of equipment, etc.
- C. Approved annual plans shall be executed during the following fiscal year, defined as July through June. All approved expenditures must be incurred by June 30 of the following year to be eligible for reimbursement. For example, the plan submitted on or before April 1, 2022 shall be executed from July 1, 2022 through June 30, 2023.
- D. Payment will be processed to Barton and to Marshall within forty-five (45) days following receipt and approval of an original invoice on their respective letterhead referencing this MOU 266-S1410 with a copy of the Chief Administrative Officer, or designee's, written authorization of the respective approved proposal attached to the invoice. Invoices shall include supporting documentation of the costs to be reimbursed.
- E. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or either Party may direct in accordance with the article titled, "Notice to Parties."

Mail invoices to:	Mail remittance to:
Emergency Medical Services Agency 2900 Fairlane Court Placerville, California 95667	Barton Healthcare System 2170 South Avenue South Lake Tahoe, California 96150 Marshall Medical Center, Inc. Attn: Accounts Payable PO Box 245 Placerville, California 95667

IV. **ARTICLE IV, Maximum Obligation**, of the MOU is amended in its entirety to read as follows:

**ARTICLE IV
Maximum Obligation:**

- A. At no time shall County be obligated to provide payment to Barton that exceeds the amount of funds available in the Richie's Fund.
- B. At no time shall County be obligated to provide payment to Marshall that exceeds the amount of funds available in the Richie's Fund.

V. **ARTICLE XVII, Notice to Parties**, of the MOU is amended in its entirety to read as follows:

ARTICLE XVII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
EMERGENCY MEDICAL SERVICES AGENCY
2900 FAIRLANE COURT
PLACERVILLE, CALIFORNIA 95667
ATTN: MICHELLE PATTERSON, MPH
MANAGER/EMS AGENCY ADMINISTRATOR

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE CALIFORNIA 95667
ATTN: MICHELE WEIMER, PURCHASING AGENT

or to such other location as County directs.

Notices to Barton shall be addresses as follows:
BARTON HEALTHCARE SYSTEM, INC.
2170 SOUTH AVENUE
SOUTH LAKE TAHOE, CALIFORNIA 96150
ATTN: CONTRACTS

or to such other location as Barton directs.

Notices to Marshall shall be addressed as follows:
MARSHALL MEDICAL CENTER, INC.
1100 MARHSALL WAY
PLACERVILLE, CALIFORNIA 95667
ATTN: CONTRACTS

or such other location as Marshall directs

Except as herein amended, all other parts and sections of Memorandum of Understanding #266-S1410 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Memorandum of Understanding #266-S1410 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

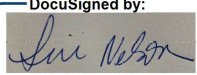
Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

-- MARSHALL MEDICAL CENTER --

MARSHALL MEDICAL CENTER, INC.
A CALIFORNIA CORPORATION

DocuSigned by:

By: _____
Siri Nelson
Chief Executive Officer
"Marshall"

Dated: 8/4/2021

-- BARTON HEALTHCARE SYSTEM, INC.--

By: _____
Clinton Purvance
President/Chief Executive Officer
"Barton"

Dated: _____

By: _____
Kelly Neiger
Chief Financial Officer
"Barton"

Dated: _____