

## Funding Agreement

Between

**County of El Dorado and Barton Healthcare System**

### Funding Agreement #8722

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the Barton Healthcare System, Inc., a non-profit, licensed acute care hospital duly qualified to conduct business in the State of California, whose principal place of business is 2170 South Avenue, South Lake Tahoe, California 96150 (hereinafter referred to as "Barton").

#### RECITALS

**WHEREAS**, in accordance with California Government Code (GC) §§76000 – 76000.5, the 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; and

**WHEREAS**, on July 17, 2007, Resolution 192-2007 was approved by the County Board of Supervisors authorizing the levy of additional penalties to existing court penalties in the amount of \$2 for every \$10 or fraction thereof to be directed to the County EMS Maddy Fund and, of these contributions and after administrative costs, fifteen percent (15%) must be used to improve access to and coordination of pediatric trauma and emergency services in the County (this portion of the Maddy Fund is known as the Richie Fund). Further, for counties without existing pediatric trauma centers, such as El Dorado, a portion of the net funding is to be used to improve access to and coordination of pediatric trauma and emergency services in the County with preference given to hospitals that specialize in services to children and physicians and surgeons who provide emergency care to children; and

**WHEREAS**, on March 4, 2014, Resolution 016-2014, attached hereto as Exhibit A and incorporated by reference herein, was approved by the County Board of Supervisors and established that distribution of the Richie Fund shall be in accordance with HSC §1798.98a and GC §76000.5 and shall occur following a needs assessment by the County EMS Agency in accordance with HSC §1797.98a(b)(5)(e), which identified pediatric-specific needs by Barton Healthcare System (Barton); and

**WHEREAS**, Resolution 016-2014 further resolved that, on an annual basis, Barton shall submit in writing to the Health and Human Services Agency (HHSA) a proposal for utilization of Richie Funds in accordance with HSC §1797.98a and, upon HHSA's review of these proposals and written authorization by the Director of HHSA, said Richie Funds may be distributed to Barton by HHSA in an aggregate amount not to exceed the funding received into the Richie Fund account; and

**WHEREAS**, on December 15, 2020, Resolution 201-2020, attached hereto as Exhibit B and

incorporated by reference herein, was approved by the County Board of Supervisors and established that the County's Emergency Medical Services (EMS) functions were transferred from HHSa to the Chief Administrative Office (CAO) effective July 1, 2019, which includes the oversight of the Richie Fund; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

**WHEREAS**, the Board of Supervisors of the County of El Dorado has determined that a public benefit is derived from supporting this effort to authorize funding.

**NOW, THEREFORE**, the parties do hereby agree as follows:

#### **ARTICLE I**

**Use of Funds:** EMS 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 South Lake Tahoe area of the County.

- A. Barton shall submit in writing to the Emergency Medical Services Agency Manager, 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, pediatric trauma and emergency services.
- B. 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, 2024 shall be executed from July 1, 2024 through June 30, 2025.
- C. The Emergency Medical Services Agency Manager shall review each Richie's Fund proposal. If approval is recommended, the proposal shall be forwarded to the Chief Administrative Officer, or designee, for written authorization that the Richie Funds may be distributed to Barton as proposed, in an aggregate amount not to exceed the funding received into the Richie Fund less allowable administrative costs and reserves.
- D. 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. Each request shall be reviewed by the Emergency Medical Services Agency Manager, and if approval is recommended, the amendment or revision shall be forwarded to the Chief Administrative Officer or designee for written approval of the revision or amendment.

Barton acknowledges 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). Barton further warrants and represents that all use of Richie's Funds shall be in accordance with HSC §1797.98a and all applicable rules and regulations.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by all parties hereto and shall terminate three (3) years thereafter, unless earlier terminated pursuant to the provisions under the ARTICLE XI, Termination and Cancellation herein, or unless funding specific to pediatric trauma services is discontinued or amended by legislation.

**ARTICLE III**

**Payment of Funds:**

- A. Funding for this Agreement is derived from various sources pursuant to GC 76000.5, and is deposited in the County's Maddy Fund, in accordance with Exhibit C, 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 Agreement, 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.
- C. Funding for Fiscal Year 2023-2024 shall be in accordance with Richie Fund Request Submission, dated March 14, 2023, attached hereto as Exhibit D, and incorporated by reference herein, and shall not exceed \$11,000. Purchases made by Barton during the period of July 1, 2023 through June 30, 2024 shall be eligible for reimbursement for Fiscal Year 2023-2024 under this Agreement.
- D. Payment will be processed to Barton within forty-five (45) days following receipt and approval of an original invoice on their respective letterhead referencing this Agreement #8722 with a copy of the CAO's written authorization of the respective approved proposal attached to the invoice.
- E. Invoices / Remittance shall be addressed as indicated in the table below or to such other either Party may direct ARTICLE IX, Notice to Parties.

| Mail invoices to:   | Mail remittance to:   |
|---|---|
| Emergency Medical Services Agency<br>2900 Fairlane Court<br>Placerville, California 95667 | Barton Healthcare System<br>2170 South Avenue<br>South Lake Tahoe, California 96150 |

**ARTICLE IV**

**Maximum Obligation:** At no time shall County be obligated to provide payment to Barton that exceeds the amount of funds available for distribution in the Richie's Fund.

**ARTICLE V**

**Audits Required:** If requested, Barton shall submit to County a year-end financial statement covering all fiscal years during which Barton expends funds provided pursuant to this Agreement. Barton shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute records

for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Barton's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the State, or any of their duly authorized representatives.

**ARTICLE VI**

**Audit by California State Auditor:** Barton acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Barton shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE VII**

**Political Activity:** Pursuant to Government Code sections 54964, 54964.5, and 54964.6, Barton shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

**ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE IX**

**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 in duplicate and addressed as follows:

To County:

County of El Dorado  
Emergency Medical Services Agency  
2900 Fairlane Court  
Placerville, California 95667

Attn.: Kristine Oase-Guth  
Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Barton shall be addressed as follows:

Barton Healthcare System  
2170 South Avenue  
South Lake Tahoe, California 96150

Attn.: Contracts

or to such other location as Barton directs.

#### **ARTICLE X**

**Indemnity:** To the fullest extent permitted by law, Barton shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Barton or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Civil Code section 2778.

#### **ARTICLE XI**

**Termination or Cancellation without Cause:** Either County or Barton may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination.

#### **ARTICLE XII**

**Conflict of Interest:**

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Barton shall complete and sign the attached Exhibit E, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Barton, if any, to any officer of County.

#### **ARTICLE XIV**

**Assignment:** This Agreement shall be binding upon the successors-in-interest and assigns of Barton.

#### **ARTICLE XV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kristine Oase-Guth, Emergency Medical Services Agency, or successor.

#### **ARTICLE XVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XVII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XVIII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XIX**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

--BARTON HEALTHCARE SYSTEM--

DocuSigned by:  
*Kelly Neiger*  
B88028AA43D043B...  
By: \_\_\_\_\_  
Kelly Neiger  
Chief Financial Officer

Dated: 5/24/2024

## Barton Healthcare System

### Exhibit A



### RESOLUTION NO. 016-2014

#### OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**WHEREAS**, the County of El Dorado Board of Supervisors adopted Resolution 192-2007 on July 17, 2007, thereby establishing the Emergency Medical Services ("EMS") Fund for the deposit of assessments on penalties, fines and forfeitures collected pursuant to Section 1465 of the California Penal Code; and

**WHEREAS**, Resolution 192-2007 authorized that the County may impose an additional penalty of two dollars (\$2.00) for every ten dollars (\$10.00) or fraction thereof, upon various fines, penalties and forfeitures collected by the courts for criminal offenses to be used to provide additional funds to the EMS fund, effective January 1, 2007, pursuant to Government Code Section 76000.5; and

**WHEREAS**, Resolution 192-2007 further authorized that pursuant to Health and Safety Code Section 1797.98a, of the money deposited into the EMS fund pursuant to Section 76000.5 of the Government Code, fifteen percent (15%) shall be utilized to improve access to, and coordination of, pediatric trauma and emergency services in the County, with preference for funding to be given to hospitals that specialize in services to children, and to physicians and surgeons who provide emergency care for children, and shall be referred to as the Richie Fund; and

**WHEREAS**, Resolution 192-2007 established that all additional assessments collected pursuant to Section 76000.5 of the Government Code shall be transferred to the County Auditor-Controller for deposit and account into the interest-bearing EMS Fund, and defined the distribution of said funding as outlined in Health and Safety Code 1797.98a, et seq.; and

**WHEREAS**, distribution of Richie Fund, in accordance with Government Code 76000.5 is to occur following a needs assessment by the EMS Agency, which has been accomplished, and said needs assessment has identified pediatric-specific needs by both of the local hospitals, Marshall Medical Center and Barton Healthcare System;

**NOW, THEREFORE, BE IT RESOLVED** that the aforementioned two local hospitals shall submit in writing to the Health and Human Services Agency a plan for utilization of Richie Fund in accordance with Health and Safety Code Section 1797.98a on an annual basis; and



Resolution 016-2014  
Page 2 of 2

**NOW THEREFORE BE IT FURTHER RESOLVED**, that upon review of proposals and written authorization by the Director of the Health and Human Services Agency, Richie Fund may be distributed to each of the aforementioned hospitals, in an aggregate amount not to exceed the funding received into the Richie Fund account.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 4th day of March, 2014, by the following vote of said Board:

Attest:  
James S. Mitrising  
Clerk of the Board of Supervisors

Ayes: Nutting, Veerkamp, Mikulaco, Briggs, Santiago  
Noes: None  
Absent: None

By: Marcie MacIsland Deputy Clerk  
Norma Santiago Chair, Board of Supervisors  
Norma Santiago

## Barton Healthcare System

### Exhibit B



#### RESOLUTION NO. 201-2020

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

#### RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO REVIEW AND APPROVE PLANS FOR THE UTILIZATION OF THE EMS RICHIE'S FUND

**WHEREAS**, the El Dorado County Board of Supervisors established the Emergency Medical Services (EMS) Fund for the deposit of assessments on penalties, fines and forfeitures collected pursuant to Section 1465 of the Penal Code; and

**WHEREAS**, effective January 1, 2007, Government Code Section 76000.5 (added by Chapter 841 of the Statutes of 2006) provides that the County may impose an additional penalty of two dollars (\$2.00) for every ten dollars (\$10.00) or fraction thereof, upon various fines, penalties and forfeitures collected by the courts for criminal offenses to be used to provide additional funds to the EMS Fund; and

**WHEREAS**, the Board of Supervisors adopted Resolution 192-2007, levying the additional penalty assessment pursuant to Government Code Section 76000.5, and establishing that the assessments collected shall be transferred to the County Auditor-Controller for deposit in the interest-bearing EMS Fund, and defined distribution of said funding as outlined in the Health and Safety Code Section 1797-98a, et seq.; and

**WHEREAS**, distribution of the funds collected by the additional penalty, known as Richie's Fund, is to occur following a needs assessment by the EMS Agency, which has been completed, and has identified pediatric-specific needs of both local hospitals: Marshall Medical Center and Barton Healthcare System; and

**WHEREAS**, the Board of Supervisors adopted Resolution 016-2014, providing that both local hospitals shall submit annually in writing a plan for utilization for Richie's Fund distributions in accordance with Health and Safety Code Section 1797.98a et seq. to the Health and Human Services Agency for review and approval by the Director of the Health and Human Services Agency; and

**WHEREAS**, the County's EMS functions were transferred from the Health and Human Services Agency to the Chief Administrative Office effective July 1, 2019;


**NOW, THEREFORE, BE IT RESOLVED**, that plans for the utilization of Richie's Fund submitted by the aforementioned hospitals shall be submitted to the Chief Administrative Office, and that the Chief Administrative Officer, or designee, is hereby authorized to review and approve said plans, and to authorize Richie's Fund distributions pursuant to the approved plans, in an aggregate amount not to exceed the funding received into the Richie's Fund account.

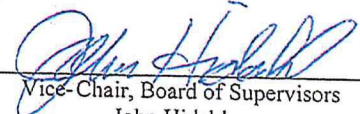
Resolution No. 201-2020  
Page 2 of 2

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 15 day of December, 2020, by the following vote of said Board:

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

Ayes: Hidahl, Frentzen, Parlin, Novasel  
Noes: None  
Absent: None

By:   
Deputy Clerk

  
Vice-Chair, Board of Supervisors  
John Hidahl

## Barton Healthcare System

### Exhibit C



### **RESOLUTION No. 192-2007** **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

#### **RESOLUTION REGARDING ADDITIONAL ASSESSMENT FOR EMS FUND (MADDY FUND) ON COURT IMPOSED AND COLLECTED FINES, PENALTIES, AND FORFEITURES**

**WHEREAS**, the El Dorado County Board of Supervisors established the Emergency Medical Services (EMS) Fund for the deposit of assessments on penalties, fines and forfeitures collected pursuant to Section 1465 of the Penal Code; and

**WHEREAS**, effective January 1, 2007, Government Code Section 76000.5 [added by Chapter 841 of the Statutes of 2006] provides that the County may impose an additional penalty of two dollars (\$2.00) for every ten dollars (\$10.00) or fraction thereof, upon various fines, penalties and forfeitures collected by the courts for criminal offenses to be used to provide additional funds to the EMS Fund; and

**WHEREAS**, Health and Safety Code Section 1797.98a [amended by Chapter 841 of the Statutes of 2006] provides that of the money deposited into the Fund pursuant to Section 76000.5 of the Government Code, fifteen percent (15%) shall be utilized to improve access to, and coordination of, pediatric trauma and emergency services in the County, with preference given for funding to be given to hospitals that specialize in services to children, and physicians and surgeons who provide emergency care for children; and

**WHEREAS**, Health and Safety Code Section 1797.98a as amended by Chapter 841 of the Statutes of 2006 also provides that of the money deposited into the EMS Fund pursuant to Section 76000.5 of the Government Code, costs of administering money deposited into the Fund pursuant to Section 76000.5 of the Government Code shall be reimbursed from the money collected, not to exceed ten percent (10%);

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Government Code 76000.5, effective August 1, 2007 and thereafter, there shall be levied, in addition to the penalties prescribed by Government Code 76000, an additional penalty assessment of two dollars (\$2.00) for every ten dollars (\$10.00) or fraction thereof, which shall be collected, together with and in the same manner as the amounts established by Section 1464 of the Penal Code, upon every fine, penalty, or forfeiture imposed and collected by the courts for criminal offenses, including violations of Division 9 (commencing with Section 23000) of the Business and Professions Code relating to the control of alcoholic beverages, and all offenses involving a violation of the Vehicle Code or any local ordinance adopted pursuant to the Vehicle Code, except parking offenses subject to Article 3 (commencing with Section 40200) of Chapter 1 of Division 17 of the Vehicle Code.

**BE IT FURTHER RESOLVED** that all such additional assessments collected pursuant to Section 76000.5 of the Government Code shall be transferred to the County Auditor-Controller for deposit and account into the interest-bearing Emergency Medical Services Fund, and payments from the Emergency Medical Services Fund shall, in accordance with the requirements of Health and Safety Code Section 1797.98a, et seq., after reimbursement of costs of administering the Fund, which amount shall not exceed ten percent (10%) of the money collected, be distributed as follows:

- A. Of the total amount collected, reduced by the amount for administration, fifteen percent (15%) shall be to improve access to, and coordination of, pediatric trauma and emergency services in the County, with preference given for funding to be given to hospitals that specialize in services to children, and physicians and surgeons who provide emergency care for children
- B. The balance of the remaining eighty-five percent (85%) of the funds collected shall be distributed as follows:
  - 1. Fifty-eight percent (58%) to physicians and surgeons for emergency medical services provided by all physicians and surgeons in general acute care hospitals that provide basic or comprehensive emergency services up to the time the patient is stabilized.
  - 2. Twenty-five percent (25%) to hospitals providing disproportionate trauma and emergency medical care services.
  - 3. Seventeen percent (17%) for other emergency medical services purposes through the local emergency medical services agency.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to transmit to the Treasurer, Auditor-Controller and to the El Dorado County Superior Court, a copy of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 17<sup>th</sup> day of July, 2007, by the following vote of said Board:

Ayes: Sweeney, Santiago, Dupray, Briggs

Noes: None

Absent: Baumann

ATTEST

Cindy Keck  
Clerk of the Board of Supervisors

By *Marcie MacSaland*  
Deputy Clerk

*[Signature]*  
Rusty Dupray  
Board of Supervisors  
First Vice-Chairman

## Barton Healthcare System

### Exhibit D



## County of El Dorado

### Emergency Medical Services Agency

Michelle Patterson, MPH  
EMS Agency Administrator

David Duncan, MD  
EMS Agency Medical Director

2900 Fairlane Court  
Placerville, CA 95667-4197  
Phone (530) 621-6500

March 14, 2023


Targhee Oeveraas  
Medical Director of Emergency Services  
Barton Memorial Hospital  
2170 South Avenue  
South Lake Tahoe, CA 96150

Dear Dr. Oeveraas,

I have received your request for Richie funds as identified in Health and Safety Code 2.5, Chapter 2.5, Section 1797.98 for reimbursement of authorized purchases. Your request has been reviewed and complies with the requirements identified in Section 1797.98a. (e). In accordance with the authorization identified in the First Amendment to the County of El Dorado Memorandum of Understanding #266-S1410, your request to procure pediatric equipment and training supplies for Barton Memorial Hospital (BMH) Emergency Department (copy attached) has been approved for available funding. To ensure that the procurement of the identified items, invoicing, and subsequent reimbursement is completed in a timely manner, please adhere to the guidelines outlined in Amendment #1 to MOU #266-S1410 (attached). As a reminder, the total expenditure you have identified in your request is all inclusive of taxes, shipping, and any surcharges incurred in the procurement of the items you are requesting. The maximum contractual obligation of the County to Barton under this MOU shall not exceed \$30,000 per year for the term of the MOU. However, at no time shall County be obligated to provide payment to Barton that exceeds the amount of funds available in the Richie's Fund. Due to declining revenue into this fund, the funding amount available to Barton Memorial Hospital for 2023-24 is \$11,000.

If you have any questions regarding this process, please Jeremy Apodaca ([Jeremy.Apodaca@edcgov.us](mailto:Jeremy.Apodaca@edcgov.us)) and Sue Hennike ([Sue.Hennike@edcgov.us](mailto:Sue.Hennike@edcgov.us))

Sincerely,

  
Michelle Patterson, MPH, EMS Agency Administrator  
El Dorado County Emergency Medical Services Agency

Cc: Jeremy Apodaca, Sr. Administrative Analyst, Chief Administrative Office  
Sue Hennike, Deputy Chief Administrative Officer



Mar 7, 2023

To: El Dorado County Health and Human Services

Re: Barton Memorial Hospital 2023-2024 Ritchie Fund Request Submission

**Training Requested:**

|  |             |
|--|-------------|
| Pediatric critical care simulation training put on by UC Davis |             |
| Two courses @ \$5000/day                                       | \$10,000.00 |

The UC Davis course has been a significant benefit to staff in past years; this year we are working with the Simulation Center staff to put the training on at Barton with the hopes of giving even more staff an opportunity to participate and to have the benefit of practicing in our own environment with our equipment.

**Equipment**

|   |            |
|---|------------|
| pediatric IV start adjuncts, buzzy bee, pediatric central lines, pediatric trachs |            |
|   | \$1,000.00 |

|                        |                    |
|------------------------|--------------------|
| <b>Total Requested</b> | <b>\$11,000.00</b> |
|------------------------|--------------------|

Respectfully,

Targhee Oeveraas, MD, FACEP  
 Medical Director, Barton Emergency Department  
 530.543.5474



# Barton Healthcare System

## Exhibit E

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is Barton's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_ YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_ YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

5/24/2024  
\_\_\_\_\_  
Date  
Barton Healthcare System  
\_\_\_\_\_  
Organization Name

DocuSigned by:  
*Kelly Neiger*  
\_\_\_\_\_  
Signature of authorized individual  
Kelly Neiger  
\_\_\_\_\_  
Name of authorized individual