

**FUNDING AGREEMENT #8332
AMENDMENT I**

This First Amendment to that Funding Agreement #8332, 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, a California Corporation, operating under the laws of the State of California as a non-profit general acute care hospital, whose principal place of business is 2170 South Avenue, South Lake Tahoe, California 96150 (hereinafter referred to as "Grantee");

RECITALS

WHEREAS, Barton Healthcare System ("Grantee") was referenced as "Subrecipient" in the fully executed Funding Agreement #8332, dated May 21, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"), in which this First Amendment to that Agreement will revise that reference to instead refer to Barton Healthcare System as "Grantee";

WHEREAS, Grantee has been engaged by County to provide Opioid Remediation Activities in El Dorado County, pursuant to the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$248,296 amending **ARTICLE I, Use of Funds 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, 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 #8332;

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 #8332 on the following terms and conditions:

- 1) All references to Barton Healthcare System as "Subrecipient" throughout this Agreement are hereby revised to refer to Barton Healthcare System as "Grantee";

- 2) **ARTICLE I, Use of Funds 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.
- 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 Strategies
 - Schedule B: Approved Uses

Reporting Requirements:

Grantee shall submit activity and data reporting to EDCOSF@edcgov.us, 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 \$496,592.

| Term | Subaward Amount |
|-------------------|------------------|
| 5/21/24 - 6/30/25 | \$248,296 |
| 7/1/25 - 6/30/26 | \$248,296 |
| Total | \$496,592 |

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."

| Mail Remittance to: |
|--|
| El Dorado County Health and Human Services Agency Attn: Fiscal Unit - Opioid Settlement 3057 Briw Road, Suite B Placerville, CA 95667 |

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.

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

ARTICLE II

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

- 4) **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:

with a copy to:

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

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:

BARTON HEALTHCARE SYSTEM
2170 South Avenue
South Lake Tahoe, CA 96150
ATTN: Jacob Marquette
jmarquette@bartonhealth.org

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

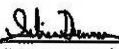
- 5) **ARTICLE XXX, Administrator**, of the Agreement is amended in its entirety to read as follows:

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 Funding Agreement #8332 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Salina Drennan (Jan 30, 2025 14:50 PST)
Salina Drennan
Alcohol and Drug Program Division Manager
Behavioral Health Division
Health and Human Services Agency

Dated: 01/30/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Jan 30, 2025 16:19 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 01/30/2025

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement #8332 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5/20/25
By: [Signature]
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature] Dated: 5/20/25
Deputy Clerk

-- BARTON HEALTHCARE SYSTEM --

DocuSigned by:
By: [Signature] Dated: 2/26/2025
066C1106C7E444B...
Clint Purvance
Chief Executive Officer
"Grantee"

DocuSigned by:
By: [Signature] Dated: 2/26/2025
800028AA43D943B...
Kelly Neiger
Chief Financial Officer