

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

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING #266-S1410

THIS FIRST 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;"

RECITALS

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, incorporated herein and made by reference a part hereof (hereinafter referred to as "MOU");

WHEREAS, the parties hereto desire to amend the MOU to update the written authorization from the Director of the Health and Human Services Agency to the Chief Administrative Officer or designee, amending **ARTICLE I, Scope of Services, Section B**;

WHEREAS, the parties hereto desire to amend the MOU to extend the expiration date for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to update the invoice remittance address, amending **ARTICLE III, Compensation for Services, Section D**;

WHEREAS, the parties hereto desire to update County's notice recipients, amending

ARTICLE XVII, Notice to Parties;

WHEREAS, the parties hereto desire to update the Contract Administrator, amending **ARTICLE XXIX, Administrator;**

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 First Amendment to MOU on the following terms and conditions:

- I. All references to Health and Human Services Agency (HHSA) throughout the MOU are substituted with Chief Administrative Office (CAO).
- II. **ARTICLE I, Scope of Services, Section B** of the MOU is amended in its entirety to read as follows:
 - 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.

II. **ARTICLE II, Term**, of the MOU is amended in its entirety to read as follows:

ARTICLE II

Term: This MOU shall become effective upon final execution by all Parties hereto and shall terminate on March 1, 2024, unless earlier terminated pursuant to the provisions under the articles titled, "Fiscal Considerations" and "Default, Termination, and Cancellation" herein, or unless funding specific to pediatric trauma services is discontinued or amended by legislation.

- III. **ARTICLE III, Compensation for Services, Section D** of the MOU is amended in its entirety to read as follows:
 - D. 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:
<p style="text-align: center;">Emergency Medical Services Agency 2900 Fairlane Court Placerville, California 95667</p>	<p style="text-align: center;">Barton Healthcare System 2170 South Avenue South Lake Tahoe, California 96150</p> <p style="text-align: center;">Marshall Medical Center, Inc. 1100 Marshall Way Placerville, California 95667</p>

IV. **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
2850 FAIRLANE COURT
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.

- V. **ARTICLE XXIX, Administrator**, of the MOU is amended in its entirety to read as follows:

ARTICLE XXIX

Administrator: The County Officer or employee with responsibility for administering the MOU is Michelle Patterson, MPH, Manager/EMS Agency Administrator, Emergency Medical Services Agency, or successor.

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 First 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

By: *Siri Nelson*
Siri Nelson (Feb 1, 2021 12:43 PST)
Siri Nelson
Chief Executive Officer
"Marshall"

Dated: 02/01/2021

--BARTON HEALTHCARE SYSTEM, INC.--

DocuSigned by:

066C1106C7E444B...
By: _____
Clinton Purvance
President/Chief Executive Officer
"Barton"

Dated: 1/14/2021

DocuSigned by:

888028AA43D943B...
By: _____
Kelly Neiger
Chief Financial Officer
"Barton"

Dated: 1/14/2021



First Amendment - #3034 - County of El Dorado

Final Audit Report

2021-02-01

Created:	2021-01-29
By:	Tyler Prince (Tyler.Prince@edcgov.us)
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"First Amendment - #3034 - County of El Dorado" History

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