

**MEMORANDUM OF UNDERSTANDING #266-S1410**

between

Barton Healthcare System FENIX #506

and

Marshall Medical Center FENIX #3034

and

County of El Dorado Health and Human Services Agency

Distribution of "Richie's Fund" (Special Revenue Fund)

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)** 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"); Barton Healthcare System, Inc., a non-profit, licensed acute care hospital, whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96150, (hereinafter referred to as "Barton"), and whose Agent for Service of Process is John Williams, 2170 South Avenue, South Lake Tahoe, CA 96158; and Marshall Medical Center, a non-profit, licensed acute care hospital, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as "Marshall"), and whose Agent for Service of Process is James Whipple, 1100 Marshall Way, Placerville, CA 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, 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**, California Health and Safety Code (HSC) §1797.98a(a) establishes a Maddy Emergency Medical Services (EMS) Fund and §1797.98(b)(4) provides that each administering agency may maintain a reserve of up to 15 percent of the amount in the portions of the fund reimbursable to physicians and surgeons; 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 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 both of the local hospitals, Marshall Medical Center (Marshall) and Barton Healthcare System (Barton); and

**WHEREAS**, Resolution 016-2014 further resolved that, on an annual basis, Marshall and 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 Marshall and to Barton by HHSA in an aggregate amount not to exceed the funding received into the Richie Fund account; 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 MOU shall mean the State of California unless otherwise specified) and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by each Party is in the public's best interest, and that these services are more economically and feasibly performed by each Party as well as authorized by County of El Dorado Charter, §210 (b) (6) and/or Government Code 31000.

**NOW, THEREFORE**, County, Barton, and Marshall mutually agree 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 HHSA 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.
- B. The HHSA Emergency Medical Services Agency Administrator shall review each proposal. If approved, the Director of the Health and Human Services Agency 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.

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).

**ARTICLE II**

**Term:** This MOU shall become effective upon final execution by all parties hereto and shall terminate on March 1, 2021, 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.

**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. 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 HHSA’s Director’s written authorization of the respective approved proposal attached to the invoice.
- D. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or either Party may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667	Barton Healthcare System 2170 South Avenue South Lake Tahoe, CA 96150  Marshall Medical Center, Inc. 1100 Marshall Way Placerville, CA 95667

## **ARTICLE IV**

### **Maximum Obligation:**

- A. 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.
- B. The maximum contractual obligation of the County to Marshall 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 Marshall that exceeds the amount of funds available in the Richie's Fund.

## **ARTICLE V**

**Drug-Free Workplace:** Each Party agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code §8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by each Party at which each Party and employees of each Party are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

## **ARTICLE VI**

**Non-Discrimination:** Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in State and Federally assisted programs requirements as follows:

The Parties hereby agree that they each shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; §504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular §272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code §51 et seq., as amended; California Government Code §11135-11139.5, as amended; California Government Code §12940 (c), (h) (1), (i), and (j); California Government Code §4450; Title 22, California Code of Regulations §98000 – 98413; Title 24 of the California Code of Regulations, §3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code §7290-7299.8); §1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are non-discriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this MOU.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance, and the Parties each give assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 shall be prohibited.

By accepting this assurance, the Parties each agree to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code §10605, or Government Code §11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Parties directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

## **ARTICLE VII**

**Compliance with All Federal, State and Local Laws and Regulations:** The Parties shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code §§11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Each Party shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by the Parties from County's Health and Human Services Agency.

Parties shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Each Party further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the MOU.

## **ARTICLE VIII**

**Continuous Operation:** Each Party shall operate continuously throughout the term of this MOU with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

## **ARTICLE IX**

**Changes to MOU:** This MOU 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 X**

**Annual Audit:** Pursuant to the Super Circular, any entity that receives federal funds, as stated in the Super Circular, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in MOU's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in MOU's Article titled "Notice to Parties."

## **ARTICLE XI**

**Audit by California State Auditor:** Parties acknowledge that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code §8546.7. Each party shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of the respective Party, which are directly pertinent to this specific MOU for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, each Party shall maintain all books, documents, papers, and records necessary to demonstrate performance under this MOU for a period of at least three (3) years after final payment or for any longer period required by law.

## **ARTICLE XII**

**Parties to County:** It is understood that the services provided under this MOU shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this MOU, each Party shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this MOU nor provide information in any manner to any party outside of this MOU that would conflict with either Party's responsibilities to County during term hereof.

### **ARTICLE XIII**

**Assignment and Delegation:** County engages each Party for its unique qualifications and skills as well as those of its personnel. Each Party shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event County agrees in writing that either Party may subcontract for services under this MOU, Parties shall require that all subcontractors comply with all terms and conditions of this MOU, and all pertinent Federal and State statutes and regulations.

### **ARTICLE XIV**

**Fiscal Considerations:** The parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, §18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this MOU to the contrary, County shall give notice of cancellation of this MOU in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget that does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

### **ARTICLE XV**

#### **Default, Termination, and Cancellation:**

A. Default: Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU unless the party giving notice so elects in this notice, or the party giving notice so elects in a

subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This MOU, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of one of the Parties.
- C. Ceasing Performance: County may terminate this MOU in the event one, or any, of the Parties ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- D. Termination or Cancellation without Cause: County may terminate this MOU in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to the Parties, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount as defined herein. Upon receipt of a Notice of Termination, the terminated Party shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

#### **ARTICLE XVI**

**Change of Address:** In the event of a change in address for either Party's principal place of business, either Party's Agent for Service of Process, or Notices to Parties, Party shall notify County in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties." Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

In The event of a change of address for any County office or location referred to or impacted by this MOU, County shall notify Contractor in writing pursuant to the provisions contained herein this MOU under the Article titled "Notice to Parties." Said Notice shall become a part of this MOU and further Amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

#### **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  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

With a copy to:



COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: PURCHASING AGENT

Or to such other location as the County directs.

Notices to Barton shall be addressed as follows:

BARTON HEALTHCARE SYSTEM, INC.  
2170 SOUTH AVENUE,  
SOUTH LAKE TAHOE, CA 96150  
ATTN: CONTRACTS

Or to such other location as Barton directs.

Notices to Marshall shall be addressed as follows:

MARSHALL MEDICAL CENTER, INC.  
1100 MARSHALL WAY  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS

Or to such other location as Marshall directs.

#### **ARTICLE XVIII**

**Indemnity:** Each Party shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages 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 either Party's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Parties, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of each Party to indemnify and save County harmless includes the duties to defend set forth in California Civil Code §2778.

#### **ARTICLE XIX**

**Debarment and Suspension Certification:** By signing this MOU, each Party agrees to comply with applicable Federal suspension and debarment regulations and each Party further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the MOU:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/MOU been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this MOU had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.
  - 1. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - 2. If either Party knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this MOU for cause or default.

## **ARTICLE XX**

**Insurance:** Each Party shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that each Party maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of each Party as required by law in the State of California; and
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by either Party in the performance of the MOU.
- D. In the event either Party is a licensed professional or professional consultant, and is performing professional services under this MOU, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Each Party shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. Each Party agrees that the insurance required above shall be in effect at all times during the term of this MOU. In the event said insurance coverage expires at any time or times during the term of this MOU, each Party agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the MOU, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Parties agree that no work or services shall be performed prior to the giving of such approval. In the event either Party fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this MOU for breach pursuant to the provisions contained herein this MOU under the Article titled "Default, Termination, and Cancellation."
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this MOU are concerned. This provision shall apply to the general liability policy.
- I. Each Party's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of each Party's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the affected Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Each Party's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this MOU.
- N. In the event a Party cannot provide an occurrence policy, the Party shall provide insurance covering claims made as a result of performance of this MOU for not less than three (3) years following completion of performance of this MOU.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## ARTICLE XXI

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by either Party under this MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal

interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this MOU or the proceeds thereof.

#### **ARTICLE XXII**

**Interest of Parties:** Each Party covenants that it presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this MOU; or, 2) any other entities connected with or directly affected by the services to be performed by this MOU. Each Party further covenants that in the performance of this MOU no person having any such interest shall be employed by either Party.

#### **ARTICLE XXIII**

**Conflict of Interest:** The parties to this MOU have read and are aware of the provisions of Government Code §1090 et seq. and §87100 relating to conflict of interest of public officers and employees. Each Party attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of either Party relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU, either party may immediately terminate this MOU by giving written notice as detailed in the Article in the MOU titled, "Default, Termination, and Cancellation."

#### **ARTICLE XXIV**

**California Residency (Form 590):** If either Party is a California resident, Party must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Each Party will be required to submit a Form 590 prior to execution of an MOU or County shall withhold seven (7) percent of each payment made to the Party during term of the MOU. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXV**

**Nonresident Withholding:** If either Party is not a California resident, Party shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this MOU or County shall withhold seven (7%) percent of each payment made to the Party during term of the MOU as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Each Party shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXVI**

**Taxpayer Identification Number (Form W-9) and County Payee Data Record Form:** All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Contractors or Corporations providing services to County may also be required to file a County-issued “Payee Data Record” form with County.

**ARTICLE XXVII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code §5.08.070.

**ARTICLE XXVIII**

**Taxes:** Each Party certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by either Party to County. Each Party agrees that it shall not default on any obligations to County during the term of this MOU.

**ARTICLE XXIX**

**Administrator:** The County Officer or employee with responsibility for administering this MOU is Richard Todd, Emergency Medical Services Agency Administrator, or successor.

**ARTICLE XXX**

**Authorized Signatures:** The parties to this MOU represent that the undersigned individuals executing this MOU 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 XXXI**

**Partial Invalidity:** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXII**

**Waivers:** Failure of County to enforce any provision of this MOU shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by either Party shall operate as a waiver of any succeeding breach of the same terms in the MOU or other default or breach of any of each Party's obligations under the MOU. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

**ARTICLE XXXIII**

**Venue:** Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXXIV**

**No Third Party Beneficiaries:** Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this MOU.

**ARTICLE XXXV**

**Conflict Prevention and Resolution:** The terms of this MOU shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this MOU shall be considered the controlling document.

**ARTICLE XXXVI**

**Entire MOU:** This MOU, all Amendments thereto, and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Richard W. Todd Dated: 2-19-2015  
Richard Todd, Emergency Medical Services Agency Administrator  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Don Ashton Dated: 2-19-2015  
Don Ashton, M.P.A., Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this MOU #266-S1410 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 3-10-15

By: Brian Veerkamp  
Brian Veerkamp, Chair  
Board of Supervisors  
"El Dorado"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By: James S. Mitrisin  
Deputy Clerk

Dated: 3-10-15

- - MARSHALL MEDICAL CENTER - -


MARSHALL MEDICAL CENTER, INC.  
A CALIFORNIA CORPORATION

By: Kathy B. Krejci  
Kathy Krejci, Chief Nursing Officer  
"Marshall"

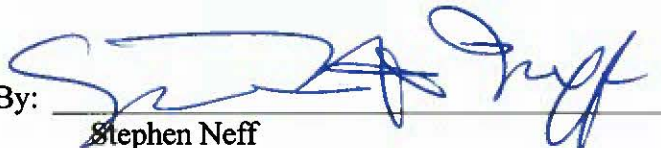
Dated: 2/26/15

- - BARTON HEALTHCARE SYSTEM - -

BARTON HEALTHCARE SYSTEM  
A CALIFORNIA CORPORATION

By:   
\_\_\_\_\_  
John Williams  
President/Chief Executive Officer  
"Barton"

Dated: 2/23/15

By:   
\_\_\_\_\_  
Stephen Neff  
Vice President of Finance  
"Barton"

Dated: 2-19-2015



# 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

**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:

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

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

By: Marcie MacFarland  
Deputy Clerk

Norma Santiago  
Chair, Board of Supervisors  
Norma Santiago

## Exhibit B



### **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 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 MacIsland  
Deputy Clerk

  
Rusty Dupray  
Board of Supervisors  
First Vice-Chairman