

**RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
CALSTAR AIR MEDICAL SERVICES, LLC
FOR
PATIENT TRANSFER COORDINATION AND FACILITATION SERVICES**

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and CALSTAR Air Medical Services, LLC (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, COUNTY and CONTRACTOR had previously entered into an Agreement for Services (hereinafter "Agreement") effective on December 5, 2014 to provide patient transfer coordination and facilitation services to NMC with a three (3) year term and a total Agreement amount not to exceed \$450,000.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on January 2, 2018 via Amendment No. 1 to extend the term through December 14, 2021 and add an additional \$100,000 for a revised total agreement amount not to exceed \$550,000.

WHEREAS, COUNTY and CONTRACTOR renewed and amended the Agreement on June 30, 2021 via Renewal & Amendment No. 2 to extend the term through December 14, 2021, however, there was an error made on the document and the term was only extended through June 30, 2021.

WHEREAS, the Agreement expired on June 30, 2021.

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement on the same or similar terms, with a retroactive effective date of July 1, 2021, to extend the term through February 27, 2022 and to increase the total Agreement amount by an additional \$10,000 for a revised total Agreement amount not to exceed \$560,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement, Amendment No 1 and Renewal & Amendment No 2 incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from December 15, 2014 through February 27, 2022 unless sooner terminated pursuant to the terms of this Agreement".
2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No 1, Renewal & Amendment No 2, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.

3. This Renewal and Amendment No. 3 is effective retroactively on July 1, 2021.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____

Charles R. Harris, Interim CEO

Date: _____

10/21/2021

APPROVED AS TO LEGAL PROVISIONS

By: _____

Monterey County Deputy County Counsel

Date: _____

10/18/2021

APPROVED AS TO FISCAL PROVISIONS

By: _____

Monterey County Chief Deputy Auditor-Controller

Date: _____

10-18-2021

CONTRACTOR

CALSTAR AIR MEDICAL SERVICES, LLC

CONTRACTOR's Business Name

****Signature instructions below****

By: _____

(Signature of Chair, President, or Vice-President)

Date: _____

Eric Freed U.P. Strategy

Name and Title

By: _____

(Signature of Secretary, Asst. Secretary,
CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

*****SIGNATURE INSTRUCTIONS****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)