# Monterey County
# Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-14907; Amendment No. 2**
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with Nancy Lomeli dba Sal's Taxi for patient transportation services, extending the agreement an additional one (1) year period (May 31, 2021 through May 30, 2022) for a revised full agreement term of February 1, 2017 through May 30, 2022, and adding $25,000 for a revised total agreement amount not to exceed $150,000.

PASSED AND ADOPTED on this 20th day of April 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 20, 2021.

Dated: April 28, 2021
File ID: A 21-093
Agenda Item No.: 36

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

**AMENDMENT NO. 2**
**TO THE SERVICES AGREEMENT**
**BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND**
**NANCY LOMELI dba SAL'S TAXI**
**FOR**
**LAB SPECIMEN AND PATIENT TRANSPORTATION**

This Amendment No. 2 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Nancy Lomeli dba Sal's Taxi (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

## RECITALS

**WHEREAS**, the County of Monterey on behalf of Natividad Medical Center and Sal's Taxi had previously entered into an Agreement for Services (hereinafter "Agreement") on February 1, 2017 to provide lab specimen and patient transportation services to NMC with a three year and four month term and a total Agreement amount not to exceed $100,000; and

**WHEREAS**, the Agreement expired on May 30, 2020; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on July 28, 2020 via Renewal and Amendment No. 1 to extend the term for an additional one year period through May 30, 2021 and to add an additional $25,000 thereby increasing the total Agreement amount to $125,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through May 30, 2022 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" and to increase the amount payable by $25,000 for a total Agreement amount of $150,000.

## AGREEMENT

**NOW THEREFORE**, the Parties agree as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No 1 and 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 February 1, 2017 through May 30, 2022 unless sooner terminated pursuant to the terms of this Agreement".

2. "PAYMENTS BY NMC" Section shall be amended to the following:
   ***"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in this Agreement and in this Amendment No. 2. The total amount payable by NMC to CONTRACTOR shall not exceed the sum of $150,000."***

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: Exhibit A-2 per Amendment No. 2: Scope of Services/Payment Provisions. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-2 per Amendment No. 2."***

4. If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 2, the provisions of this Amendment No. 2 shall govern.

5. This Amendment No. 2 is effective when signed by the last party.

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 2 as follows:

**NATIVIDAD MEDICAL CENTER**

By: _____
Gary R. Gray, DO, CEO

Date: 5/14/21

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: 2/24/2021

**APPROVED AS TO FISCAL PROVISIONS**

By: Gary Giboney
Monterey County Chief Deputy Auditor-Controller

Date: 2-24-2021

**CONTRACTOR**

Nancy Lomeli dba Sal's Taxi
**CONTRACTOR's Business Name**
**Signature instructions below**

By: Nancy Lomeli
(Signature of Chair, President, or Vice-President)

Nancy Lomeli, Owner 02/09/21
Name and Title

Date: _____

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)

***Exhibit A-2 per Amendment No. 2: Scope of Services/Payment Provisions***

This revised Scope of Services is entered into by and between Natividad Medical Center, hereinafter referred to as ("NMC") and Nancy Lomeli dba Sal's Taxi, hereinafter referred to as ("CONTRACTOR") with a start date commencing upon the execution of this agreement and is subject to terms and conditions of the Agreement.

1. Transport of Laboratory Materials:

   (a) Upon request of NMC, CONTRACTOR shall transport STAT laboratory specimen(s) for testing from NMC to Salinas Valley Memorial Hospital ("SVMH"), or another hospital laboratory at the request of the NMC Laboratory Director. CONTRACTOR shall report to NMC's laboratory front desk to pick up the specimen(s). The specimen(s) shall be packaged for safe delivery in a sealed container following all federal and state packaging standards. CONTRACTOR shall deliver the package directly to the SVMH laboratory.

   (b) NMC may also request CONTRACTOR to pick up blood product (units of packed red blood cells, platelets, cryo, or fresh frozen plasma) from SVMH's laboratory, or another hospital laboratory at the direction of the NMC Laboratory Director, and deliver to NMC's laboratory. NMC may also request that CONTRACTOR pick up reagents or needed supplies from SVMH, or another hospital laboratory at the request of the NMC Laboratory Director, and deliver them to NMC.

   (c) In all three scenarios, CONTRACTOR is expected to pick up a specimen(s) immediately upon NMC's request, but in no event not within more than 20 minutes of a request. CONTRACTOR shall deliver all specimens immediately. All specimen(s) will be prepared by laboratory staff at the location of the pick-up.

   (d) In no event shall CONTRACTOR be asked to transport Category A or Category B infectious substances, or any other infectious substances, as those terms are defined by the U.S. Department of Transportation.

   (e) CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement, have such training, experience, and competence, and such licenses and permits as are necessary and required by applicable law to perform the work and deliver the services required under this Agreement.

2. Transportation of NMC Patients

(a) CONTRACTOR shall transport only able-bodied NMC patients upon request of NMC. All such patient transportation shall be in compliance with NMC's complimentary transportation policy, attached hereto and incorporated by reference herein ("Transportation Policy").

(b) Patient transportation shall be provided solely for the purpose of transporting patients to NMC to receive medically necessary services and from NMC.

(c) No patient shall be transported to NMC more than 25 miles one way, unless the patient resides in a rural area, in which case the patient shall be transported no more than 75 miles one way. These mileage limitations do not apply to transport of patients from NMC after treatment.

(d) CONTRACTOR shall only transport Established Patients of NMC, as defined in the Transportation Policy.

(e) CONTRACTOR shall not charge any fee to, or collect any payment from, any NMC patient transported by CONTRACTOR.

(f) CONTRACTOR shall not market NMC's services to patients during transport or at any other time.

3. Rates for transporting laboratory materials and for transporting patients are as follows:

Start Rate: $3.00 plus $2.75 per mile

**Rough estimates for City to City transport:**

| | |
|---|---|
| San Jose | $167.00 |
| San Jose Airport | $175.00 |
| San Francisco | $262.00 |
| San Francisco Airport | $262.00 |
| Oakland | $273.00 |
| Oakland Airport | $274.00 |
| Santa Cruz | $105.00 |
| Carmel Valley Road | $64.00 |
| Carmel Valley | $64.00 |
| Castroville | $25-30 |

| | |
|---|---|
| Chualar | $34.00 |
| Del Rey Oaks | $45.00 |
| Hollister | $79.00 |
| Gilroy | $80.00 |
| Gonzalez | $52.00 |
| Greenfield | $99.00 |
| King City | $133.00 |
| Marina | $30.00 |
| Monterey | $56.00 |
| Monterey Airport | $55.00 |
| Morgan Hill | $110.00 |
| Pacific Grove | $61.00 |
| Prunedale | $25-30 |
| San Juan Batista | $60.00 |
| Seaside | $61.00 |
| Pebble Beach | $61.00 |
| Watsonville | $58.00 |

These quotes may vary depending on traffic and light stops. This is only an estimate. Compensation to CONTRACTOR shall be based upon the Start Rate plus the per mile rate times the number of miles travelled.