

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN FREEDOM MEDICAL TRANSPORTATION AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on May 24, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Freedom Medical Transportation ("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, the Agreement was executed for non-emergency medical transportation services with a term May 24, 2016 through May 23, 2021 and a total Agreement amount not to exceed \$150,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 on April, 28, 2021 to extend the term for an additional one (1) year period through May 23, 2022 for a revised term Agreement May 24, 2016 through May 23, 2022 to allow for services to continue with no changes to the billing rates or scope of services and;

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through May 23, 2024 to allow for services to continue with changes to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 2" with no increase to the total Agreement amount of \$150,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 2 attached hereto this Amendment No. 2."
2. The first sentence of Section 3.1 under "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from May 24, 2016 through May 23, 2024 unless sooner terminated pursuant to the terms of this Agreement."
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: Scope of Services/Payment Provisions
Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 2."***

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and in Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 2 shall be attached to the Agreement.
6. This Amendment No. 2 shall be effective when signed by both Parties.

~ Signature page to follow ~



Freedom Medical Transportation

Providers of Non-Emergency Medical Transportation

PO Box 1361 Seaside, Ca 93955

Phone: 800-606-4836 Fax: 888-611-3044

www.FMT-NEMT.com

EXHIBIT A-1 revised Scope of Services/Payment Provisions

This Scope of Services is entered into by and between Natividad Medical Center, hereinafter referred to as ("NMC") and Freedom Medical Transportation, hereinafter referred to as ("CONTRACTOR") and is subject to terms and conditions of the Agreement.

I. Transport Services:

a. CONTRACTOR agrees to transport patients in the safest manner possible to and from Natividad hospital under the terms and conditions herein, and only upon approval by NMC. The transport shall be non-emergency transport only and will often include gurney or wheelchair transport. Transport services rendered under this Agreement shall not be emergency transport services ("emergency" definition defined in Monterey County code 15.40).

b. CONTRACTOR shall transport patients using an ambulette, gurney-van or a wheelchair van. CONTRACTOR shall not use a vehicle licensed as an ambulance by the California Highway Patrol for transport rendered under this Agreement.

II. Rates and Conditions for Non-Emergency Medical Transportation Services

Region 1: Monterey, Pacific Grove, Carmel, Carmel Valley (to Laureles Grade from Hwy 1), Seaside, Marina, Del Rey Oaks, Pebble Beach
Wheelchair (one-way) is \$148 – Gurney transport (one-way) is \$216

Region 2: Salinas, Prunedale, Castroville, Moss Landing
Wheelchair (one-way) is \$207 – Gurney transport (one-way) is \$302

Region 3: Santa Cruz, Watsonville, Hollister, Gilroy, Morgan Hill
Wheelchair (one-way) is \$266 – Gurney transport (one-way) is \$388

Region 4: Soledad, Gonzales
Wheelchair (one-way) is \$330 – Gurney transport (one-way) is \$440

Region 5: Greenfield, King City
Wheelchair (one-way) is \$440 – Gurney transport (one-way) is \$551

Region 6: San Jose Metropolitan Area
Wheelchair (one-way) is \$551 – Gurney transport (one-way) is \$660

Region 7: Palo Alto, Stanford, Redwood City

Wheelchair (one-way) is \$660 – Gurney transport (one-way) is \$881

Region 8: San Francisco and UCSF Medical Center

Wheelchair (one-way) is \$772 – Gurney transport (one-way) is \$992

Additional Terms and Conditions

1) **Additional Riders:**

One family member or care giver can ride with the patient at no additional charge.

2) **Last Minute Cancellation Fee:**

Our cancellation fee of \$110 is applied when the transport is cancelled while in route to the patient's home or facility. Full transport fees apply once patient is loaded into the vehicle.

3) **After Hours Transportation Fees:**

Our fee for after hour transports is \$210. Normal hours are 8am to 6pm, Monday through Friday. All other hours are considered non-working hours, including weekends and holidays which are New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

4) **Bariatric Fees:**

A bariatric patient is defined as a patient weighing 280 lbs. or more. Additional fees are required due to the need for extra transporters and specialized equipment.

- 280 to 350 lbs. is an additional fee of \$220.
- 350 lbs. and up are quoted on a case-by-case basis.

5) **Gurney Wait-Time Fee:**

Additional wait time is \$30 per quarter hour.

6) **Wheelchair Wait-Time Fee:**

Additional wait time is \$20 per quarter hour.

7) **Bariatric Wait-Time Fees:**

Additional wait time is \$35 per quarter hour.

* Wait time starts when PROVIDER arrives at the nursing station and ends when PROVIDER leaves nursing station. For all transports, there is a 15 minute grace period upon arrival at Natividad Hospital facility. There is no grace period for "round trip and wait" transports.

8) **Oxygen Fees:**

\$50 for local transports round trip with up to 4 LPM provided.

\$25 for local transports one way with up to 4 LPM provided.

Fees for longer transports and higher oxygen rates will be quoted on a case-by-case basis and will be agreed to in writing by both parties.

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- 9) **Stairs:**
The fee for a flight of stairs starts at an additional \$125. Fee may increase depending on the complexity of the move and the number of attendants needed.

 - 10) For other services not listed in this Exhibit A and specifically requested by HOSPITAL, PROVIDER agrees to make available such services as mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: [Signature]
for Charles R. Harris, Interim CEO

Date: 3-7-22

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel 3/4/2022

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 3/7/2022

CONTRACTOR

Freedom Medical Transportation
CONTRACTOR's Business Name
See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

ERIC SONNE OWNER
Name and Title

Date: 3/4/22

By: _____
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

*****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 (two 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 (two 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 (one signature required).