

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN FREEDOM MEDICAL TRANSPORTATION AND
COUNTY OF MONTEREY (“COUNTY”), FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE
FACILITY
FOR
NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES**

This Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on May 24, 2016 is entered into by and between the County of Monterey (“County”), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, 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 with Freedom Medical Transportation for non-emergency medical transportation services with a term retroactive to 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 of 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 amended the Agreement via Amendment No. 2 on March 7, 2022 to extend the term for an additional two (2) year period through May 23, 2024 for a revised term of Agreement (May 24, 2016 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; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 3 on February 7, 2023 to allow for services to continue with revisions to the billing rates attached hereto as “Exhibit A-3 per Amendment No. 3” with no changes to the Agreement term (May 24, 2016 through May 23, 2024) or total Agreement amount of \$150,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 4 to allow for services to continue with no changes to the scope of work or term of Agreement (May 24, 2016 through May 23, 2024) with an increase of \$100,000 for a revised total Agreement amount not to exceed \$250,000.

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, Amendment No. 2, and Amendment No. 3 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-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$250,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Amendment No. 3.
3. A copy of this Amendment No. 4 shall be attached to the Agreement.
4. This Amendment No. 4 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

**COUNTY OF MONTEREY (“COUNTY”),
FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A
COUNTY-OWNED AND OPERATED
ACUTE CARE FACILITY**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
DocuSigned by:
Stacy Saelta
C0ECE1B99F444A8
Monterey County Deputy County Counsel

Date: 5/30/2023 | 10:09 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: _____
DocuSigned by:
Patricia Ruiz
E79EF82E57454F6
Monterey County Deputy Auditor/Controller

Date: 5/30/2023 | 10:48 AM PDT

CONTRACTOR

Freedom Medical Transportation

CONTRACTOR’s Business Name

See instructions below

By: _____
DocuSigned by:
Eric Sonne
FE5BC6A2D3304E0
(Signature of: Chair, President, or Vice-President)

Eric Sonne owner

Name and Title

Date: 5/30/2023 | 12:28 PM EDT

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).