

**AMENDMENT NO. 1 TO AGREEMENT A-12170
COUNTY OF MONTEREY & AMERICAN MEDICAL TRANSPORT, INC.**

THIS AMENDMENT is made to the AGREEMENT A-12170 for wheelchair and gurney transportation services by and between **AMERICAN MEDICAL TRANSPORT, INC., DBA CENTRAL COAST AMBULANCE**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term for two additional fiscal years and increase the total maximum amount of the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section IV TERM AND TERMINATION, Paragraph A, Term, shall be amended by removing "*This Agreement shall be effective January 15, 2012 and shall remain in effect until June 30, 2013*" and replacing it with, "*This Agreement shall be effective January 15, 2012 and shall remain in effect until June 30, 2015.*"
2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1 PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. This Amendment is effective July 1, 2013.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 8, 2012.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-12170 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: _____
County Counsel Deputy

Date: _____
5/14/13

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____
5/14/13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

American Medical Transport, Inc.,
DBA
Central Coast Ambulance

Contractor's Business Name*
By: _____
(Signature of Chair, President, or Vice-President)*

HILDA CHELSTOWSKI, PRES.
Name and Title

Date: _____
MAY 6, 2013

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

JOHN CHELSTOWSKI, SEC
Name and Title

Date: _____
MAY 6, 2013

*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. 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. 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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required ³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

EXHIBIT B-1:

PAYMENT PROVISIONS

I. PAYMENT TYPE

Negotiated Rate.

II. PAYMENT CONDITIONS

A In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY, and will each invoice will include documentation that includes the full name of the staff person who authorized the transport. All claims shall be submitted so as to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services.

CONTRACTOR shall submit via email a monthly claim using Exhibit F, Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us.

B If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

C COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller. The Auditor shall pay the certified amount within 30 days of receiving the certified invoice.

D If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

III. PAYMENT RATES

CONTRACTOR will be paid for its services in accordance with the Schedule of Reimbursement, which appears below.

SCHEDULE OF REIMBURSEMENT			
INTER-FACILITY TRANSPORTATION - ROUND TRIP RATES			
	SERVICE CATEGORY	BLS	VAN
1	Initial Pick Up Base Rate – Planned Non-Urgent	\$ 275.00	\$ 57.00
2	Mileage Rate	\$ 5.50	\$ 3.00
3	Night Calls (1800 to 0600) - Additional Charge	\$ 55.00	\$ 35.00
4	Non-Transport Rate (cancelled call) - Additional Charge	\$ 195.00	\$ 50.00
5	Additional Attendant (1/4 hour) - Additional Charge	\$ 7.00	\$ 7.00
6	Standby Rate (1/4 hour) - Additional Charge	\$ 20.00	\$ 10.00

IV. MAXIMUM OBLIGATION OF COUNTY

A Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount per fiscal year according to the schedule below for services authorized pursuant to Exhibit A.

B If, as of the date of signing this Agreement, CONTRACTOR has already received payment from the County for services rendered under this Agreement, such amounts shall be deemed to have been paid out under this Agreement and shall be counted towards County’s maximum liability under this Agreement.

C Maximum Annual Liability

FISCAL YEAR	MAXIMUM AMOUNT
January 15, 2012 to June 30, 2012	\$ 50,000
July 1, 2012 to June 30, 2013	\$100,000
July 1, 2013 to June 30, 2014	\$100,000
July 1, 2014 to June 30, 2015	\$100,000
TOTAL MAXIMUM LIABILITY	\$350,000

D If for any reason this Agreement is canceled, COUNTY’s maximum liability shall be the total utilization to the date of cancellation, subject to the maximum annual liability set forth above.