

**AMENDMENT NO. 3
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. 3 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 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 amended the Agreement via Amendment No. 2 to extend the term for an additional two (2) year period through May 23, 2024 for a revised term 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 currently wish to amend the Agreement via Amendment No. 3 to allow for services to continue with revisions to the billing rates attached hereto as “Exhibit A-3 per Amendment No. 3” and with no changes to the Agreement term (May 24, 2016 through May 23, 2024) or total Agreement amount not to exceed \$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 and Amendment No. 2 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 \$150,000.”***

2. Section 4/ Paragraph titled, “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.~~
Exhibit A-3: revised Scope of Services/ Payment Provisions as per Amendment No. 3”*
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the Agreement.
5. This Amendment No. 3 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. 3 on the basis set forth in this document and have executed this Amendment No. 3 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**

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 2/7/2023 | 9:28 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Satta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 1/25/2023 | 3:45 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 1/27/2023 | 9:46 AM PST

CONTRACTOR

Freedom Medical Transportation

CONTRACTOR's Business Name

See instructions below

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

Eric Sonne owner

Name and Title

Date: 1/25/2023 | 3:37 PM EST

DocuSigned by:
By: Eric Sonne
FE5BC6A2D3304E0...
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Eric Sonne owner

Name and Title

Date: 1/25/2023 | 3:37 PM EST

*****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).



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-3 as per Amendment No. 3: revised Scope of Services/Payment Provisions

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, Pebble Beach Carmel, Carmel Valley (to Laureles Grade from Hwy 1), Seaside, Marina, Del Rey Oaks, Pebble Beach

Wheelchair (one-way) is \$217 – Gurney (one-way) is \$317

Region 2: Salinas, Prunedale, Castroville, Moss Landing

Wheelchair (one-way) is \$155 – Gurney (one-way) is \$227

Region 3: Santa Cruz, Watsonville, Hollister, Gilroy, Morgan Hill

Wheelchair (one-way) \$279 – Gurney (one-way) \$407

Region 4: Soledad, Gonzales

Wheelchair (one-way) \$346 – Gurney (one-way) \$462

Region 5: Greenfield, King City

Wheelchair \$462 – Gurney \$579

Region 6: San Jose Metropolitan Area

Wheelchair \$579 – Gurney \$693

Region 7: Palo Alto, Stanford, Redwood City

Wheelchair \$693 – Gurney \$925

Region 8: San Francisco and UCSF Medical Center

Wheelchair \$811 – Gurney \$1,042

III. Additional Terms and Conditions

a. Oxygen use fees:

1. \$50 for local transports round trip with up to 4 LPM provided.
2. \$25 for local transports one way with up to 4 LPM provided.
3. Fees for longer transports and higher oxygen rates will be quoted on a case-by-case basis.

b. Wait time fees:

1. **Gurney Wait-Time Fee:**
\$30 per 15-minute increments after the first 15 minutes.
2. **Wheelchair Wait-Time Fee:**
\$20 per 15-minute increments after the first 15 minutes.
3. **Bariatric Wait-Time Fees:**
\$35 per 15-minute increments after the first 15 minutes.
4. Wait time starts when PROVIDER FMT arrives at the nursing station and ends when PROVIDER FMT leaves nursing station. For all transports, there is a 15-minute grace period upon arrival at the nursing station. There is no grace period for “round trip and wait” transports.

c. Additional fee required for a patient weighing 280 lbs. or more:

1. **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 lbs. to 350 lbs. is an additional fee of \$220
- 350 lbs. to 450 lbs. is an additional fee of \$320
- 450 lbs. to 550 lbs. is an additional fee of \$420

2. **Stairs Fees:**

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.

3. **After Hours Transportation Fees:**
Our fee for after hour transports is \$210. (Note: normal working 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. **Last Minute Cancellation Fee:**
Our cancellation fee of \$115 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.
5. **Additional Riders:**
One family member or care giver can ride with the patient at no additional charge.

- IV. 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.