

**RENEWAL AND AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CALIFORNIA SHOCK TRAUMA AIR RESCUE (CALSTAR) AND
NATIVIDAD MEDICAL CENTER
FOR
PATIENT TRANSFER COORDINATION AND FACILITATION SERVICES**

This Renewal and Amendment No. 2 to the Services Agreement ("Agreement") which was effective on December 15, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and CALSTAR Air Medical Services LLC (CALSTAR) through its All-Access Transfer Center ("A-ATC") (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Patient Transfer Coordination and Facilitation Services with a term December 15, 2014 through December 14, 2017 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement to extend it for an additional three (3) year period through December 14, 2020 to allow for services to continue with a \$450,000 increase for a total Agreement amount of \$550,000 (the "Financial Cap").

WHEREAS, the Agreement expired on December 14, 2020; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning December 15, 2020 and to extend the term for an additional six (6) month period through June 30, 2021 for a revised full Agreement term of December 14, 2014 through June 30, 2021 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 as per Renewal and Amendment No. 2", with no increase, for a total Agreement amount not to exceed \$550,000.

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 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from December 15, 2014 through June 30, 2021, or until the date the sum of \$550,000 is earned by CONTRACTOR, whichever date is earlier, unless sooner terminated pursuant to the terms of this Agreement."
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement and Amendment No. are unchanged and unaffected by this Renewal and Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Renewal and Amendment No. 2 shall be attached to the Original Agreement.
4. This Renewal and Amendment No. 2 shall be effective when signed by both parties.

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

NATIVIDAD MEDICAL CENTER

By: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 6/2/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Spelta
Monterey County Deputy County Counsel

Date: 6/11/2021

APPROVED AS TO FISCAL PROVISIONS

By: Joey Nolasco
Monterey County Deputy Auditor/Controller

Date: 6/11/2021

CONTRACTOR

CALSTAR Air Medical Services LLC (CALSTAR)

CONTRACTOR's Business Name

See instructions below

By: Em Freed
(Signature of: Chair, President, or Vice-President)

V.P. Strategy OPS
Name and Title

Date: 6/11/21

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

Director Trauma Center Services
Name and Title

Date: 6/11/21

*****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).

ALL-ACCESS TRANSFER CENTER

MOVING CRITICAL AND NON-CRITICAL PATIENTS



EXHIBIT A-2 per Amendment No. 2

FEE SCHEDULE

ONBOARDING FEE	N/A
One Time fee	<i>*May be pro-rated for systems with multiple NMC onboarding with overlapping algorithms and physician staff</i>
OUTBOUND/INBOUND TRANSFERS	\$75 per Transfer Request
	<i>*Includes Transfer and Transport arrangement</i>
PSYCHIATRIC SERVICES	\$75 per Transfer Request
	<i>*Includes Transfer and Transport arrangement</i>
<i>Fees subject to adjustment on each anniversary of the Effective Date, with ninety (90) days' advance notice.</i>	

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PLEASE CALL (855) 286-2337
TO REQUEST FURTHER INFORMATION

* Fees subject to adjustment after the first anniversary of
the Effective Date, with sixty (60) days' advance notice.

NMC /AATC

Revised

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