

**RENEWAL & AMENDMENT NO. 5
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
CALSTAR AIR MEDICAL SERVICES, LLC
FOR
PATIENT TRANSFER COORDINATION AND FACILITATION SERVICES**

This Renewal & Amendment No. 5 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and CALSTAR Air Medical Services, LLC (hereinafter "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, COUNTY and CONTRACTOR had previously entered into an Agreement for Services (hereinafter "Agreement") effective on December 5, 2014 to provide patient transfer coordination and facilitation services to NMC with a three (3) year term and a total Agreement amount not to exceed \$450,000.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on January 2, 2018 via Amendment No. 1 to extend the term through December 14, 2020 and add an additional \$100,000 for a revised total agreement amount not to exceed \$550,000.

WHEREAS, COUNTY and CONTRACTOR renewed and amended the Agreement on June 30, 2021 via Renewal & Amendment No. 2 to extend the term through December 14, 2021, however, there was an error made on the document and the term was only extended through June 30, 2021.

WHEREAS, COUNTY and CONTRACTOR renewed and amended the Agreement on the same or similar terms, with a retroactive effective date of July 1, 2021, to extend the term through February 27, 2022 and to increase the total Agreement amount by an additional \$10,000 for a revised total Agreement amount not to exceed \$560,000.

WHEREAS, COUNTY and CONTRACTOR renewed and amended the Agreement on the same or similar terms, with a retroactive effective date of March 1, 2022 to extend the term for one additional year through February 27, 2023, and to add \$275,000 for a revised total amount not to exceed \$835,000; and

WHEREAS, the Agreement expired on February 27, 2023; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend on the same or similar terms, beginning March 1, 2023 and to extend the term for an additional five (5) year period (February 28, 2023 through February 27, 2028) for a revised full Agreement term of December 15, 2014 through February 27, 2028 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-5 as per Renewal and Amendment No. 5" and to increase the amount payable by \$750,000 for a total Agreement amount of \$1,585,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement, Amendment No. 1, Renewal & Amendment No. 2, Renewal & Amendment No. 3, Renewal & Amendment No. 4 and Renewal & Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

1. "PAYMENTS BY COUNTY" Section shall be amended to the following:
"COUNTY shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-5 attached to Renewal & Amendment No. 5. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed \$1,585,000."
2. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from December 15, 2014 through February 27, 2028 unless sooner terminated pursuant to the terms of this Agreement".
3. "SCOPE OF SERVICES AND ADDITIONAL PAYMENT PROVISIONS/EXHIBITS" Section shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
~~Exhibit A-2 per Renewal & Amendment No. 2: Scope of Work/Payment Provisions~~
Exhibit B: Business Associates Agreement (revised per Renewal & Amendment No. 4)
Exhibit A-5 per Renewal & Amendment No. 5: Revised Scope of Work/Payment Provisions
4. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No 1, Renewal & Amendment No 2, Renewal and Amendment No. 3, Renewal & Amendment No. 4, or this Renewal & Amendment No. 5, the provisions of this Renewal and Amendment No. 5 shall govern.
5. This Renewal & Amendment No. 5 is effective retroactively on February 28, 2023.

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6. IN WITNESS WHEREOF, the Parties hereby execute this Renewal & Amendment No. 5 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saelta
C0EE1899F444A9
Monterey County Deputy County Counsel

1/18/2024 | 10:51 AM PST
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6
Monterey County Chief Deputy Auditor-Controller

1/18/2024 | 1:54 PM PST
Date: _____

CONTRACTOR

CALSTAR AIR MEDICAL SERVICES, LLC

CONTRACTOR's Business Name

****Signature instructions below****

DocuSigned by:
By: Sean Russell
EEF85C1C1FB9400
(Signature of Chair, President, or Vice-President)

Sean Russell Pacific Region President

Name and Title

12/29/2023
Date: _____

DocuSigned by:
By: Arianna Kennedy
EFAE15587BC94B5
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer, or Asst. Treasurer)

Arianna Kennedy Regional VP of Finance

Name and Title

1/18/2024
Date: _____

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)

Exhibit A-5 as per Renewal & Amendment 5: **Revised Scope of Services/Payment Provisions**

CONTRACTOR shall coordinate and execute requests for patient placement and transfer when a patient's need for transfer has been determined by the attending physician from the sending institution. The services of CONTRACTOR have been designed to provide an effective means for referring facilities and physicians to coordinate the transfer of patients as requested by NMC. Regarding actual patient transfer, CONTRACTOR shall request the appropriate, or the closest, air or ground ambulance resource to complete the transfer. CONTRACTOR provides the following services:

- **In-Bound Transfer Services:** Upon request by NMC, CONTRACTOR shall answer all HOSPITAL transfer requests to place a patient with an admitting physician, consulting physician, arrange for bed, and coordinate domestic or international transport arrangements.
- **Out-Bound Transfer Services:** Upon request by NMC, CONTRACTOR shall find placement for all patients requiring transfer. CONTRACTOR shall place a patient with an admitting physician, consulting physician, arrange for bed, and coordinate domestic or international transfer arrangements.

In providing the coordination of patient transfers under this Agreement, CONTRACTOR agrees to be bound by HOSPITAL policies and procedures designed to assure that requested Patient Transfer Services achieve the intended quality results, including, but not limited to the following requirements:

1. CONTRACTOR shall make every effort to provide transportation expeditiously, dependent on the availability of providers.
2. CONTRACTOR shall coordinate and execute all aspects of the patient transfers after the needs for transfer has been determined and requested by the attending physician.
3. Notwithstanding "2." above, CONTRACTOR agrees to request, coordinate, and execute Patient Transfer Services in compliance with all applicable local, State and Federal laws and regulations.
4. CONTRACTOR agrees to maintain their own patient transfer records and provide such information to NMC for a period of at least five (5) years from the date of completed patient transfer.

EXHIBIT A-5 (continued)

5. CONTRACTOR's obligations to retain such records shall not terminate upon the termination of this Agreement.
6. CONTRACTOR shall provide detailed itemized invoices with patients details to Natividad Medical Center. Details shall include patient name, date of birth, and medical record number if available.
7. CONTRACTOR and NMC agree to meet as needed for on-board discussions to mutually clarify processes and procedures.
8. NMC is not obligated to use CONTRACTOR exclusively to transfer patients.

EXHIBIT A-5 (continued)
FEE SCHEDULE

ONBOARDING FEE	<i>N/A</i>
One Time fee	<i>*Maybe pro-rated for systems with multiple NMC onboarding with overlapping algorithms and physician staff</i>
Monthly Base fee	<i>\$10,000</i>
ALL OUTBOUND/INBOUND TRANSFERS	<i>\$90.00 per Transfer Request over 300</i>
	<i>*Includes Transfer and Transport Arrangement</i>
<i>*3% Fee adjustment on each anniversary of the Effective Date</i>	