SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ROYAL AMBULANCE. INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this day of,
2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Royal
Ambulance, Inc., hereinafter called "Contractor";

<u>WITNESSETH</u>:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for non-emergent patient transport services on September 20, 2021, for the term of November 1, 2021, through October 31, 2024, in an amount not to exceed \$200,000; and

WHEREAS, on February 28, 2023, the parties amended the Agreement to expand services to Aging and Adult Services and Behavioral Health and Recovery Services and increase the maximum amount payable by \$250,000, to an amount not to exceed \$450,000; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the agreement by \$240,000 to an amount not to exceed \$690,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED NINETY THOUSAND DOLLARS (\$690,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Chief Nursing Officer or their designee. Invoices for SMMC must be sent to: SMMC-Accounts-Payable@smcgov.org. Invoices for AAS must be sent to: HS AAS AP@smcgov.org. Invoices for BHRS must be sent to: Klorica@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

- 2. Revised Exhibit B, (rev. 12/16/22) is replaced with Revised Exhibit B, (rev. 2/7/24), a copy of which is attached hereto and incorporated into the Agreement by this reference.
- 3. All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.

For Contractor: Royal Ambulance, Inc				
Contractor Signature	03/26/2024 	Ryan Wittmer, VP of Business Development Contractor Name (please print)		
COUNTY OF SAN MATEO				
By: President, Board of Superv	isors, San Mateo County			
Date:				
ATTEST:				
By: Clerk of Said Board				

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

Revised Exhibit B

(rev. 2/7/24)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Non-Medical Level of Service	Base Rate	Mileage
Ambulatory/Rideshare Transports (curb to curb)	\$2.00	\$1.21/mile
		\$0.22/minute
Companion Transports (door through door)	\$45.00	\$2.50/mile
		\$0.75/minute
		after 1st hour
Gurney Transports	\$165.00	\$5.00
Wheelchair Transports	\$65.00	\$5.00
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Wheelchair & Gurney Bariatric Surcharge	\$200	N/A
(250-400lbs)		
Medical Level of Service	Base Rate	Mileage
Basic Life Support Non-Emergent Transports	\$875.07	\$22.89
Basic Life Support Emergent Transports	\$1,400.10	\$22.89
Critical Care Transports	\$2,843.97	\$22.89
Over 250-mile transport return leg	N/A	\$5.00
Bariatric Surcharge (250-500lbs)	\$350	N/A
Wait Charges for Round Trip Transports	Rate	
Wheelchair Wait Time	\$50.00/30 minutes	
Basic Life Support (BLS) and Gurney Wait Time (after 30 min)	\$60.00/30 minutes	
Critical Care Transport (CCT) Wait Time \$100.00/30 minutes		

Mileage: All mileage shall be billed and paid based on "loaded miles," that is, those miles for which the patient is on board the vehicle. For long distance transports Facility will be responsible for the additional miles beyond the closest most appropriate facility.

Rideshare: Additional rideshare costs passed through to County of San Mateo:

- 10% Lyft Concierge fee to cover Lyft's costs in administering its ridesharing platform.
- 15% Quality Assurance Fee to cover the Contractor's cost to administer services to County of San Mateo.
- Tolls will be added to the fare. If an agent cancels a pre-scheduled ride within 30 minutes of the
 pickup window, a cancellation fee (\$5.00) will be applied. Otherwise, pre-scheduled rides can be
 cancelled without penalty.

Companion transports:

An additional \$20 surcharge will be applied to trips on federal holidays, to the airport, and rides between 7pm and 6:59am. A \$25 cancellation fee will apply if the trip is cancelled within 2 hours of scheduled pickup. A \$45 no show fee will apply if the passenger is not at the pickup location at the time of driver pickup.

Non-Medical Transport:

Rates are subject to change based on the market conditions by written notice of 30 days.

Department and Payment Information:

A. San Mateo Medical Center (SMMC):

SMMC shall be obligated to pay the Contractor in an amount not to exceed FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000) for the term of this Agreement

- B. Aging and Adult Services (AAS): AAS shall be obligated to pay the Contractor in an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the term of this Agreement.
- C. Behavioral Health and Recovery Services (BHRS):
 BHRS shall be obligated to pay the Contractor in an amount not to exceed ONE HUNDRED
 THOUSAND DOLLARS (\$100,000) for the term of this Agreement.