

1 FIRST AMENDMENT FOR PROVISION OF
 2 MEDICAL TRANSPORTATION SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 «PROVIDER»«PROVIDER_DBA»
 7 «PROVIDER_START» THROUGH JUNE 30, 2019
 8

9 THIS FIRST AMENDMENT TO THE AGREEMENT entered into this «DAY» day of «DATE»,
 10 which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE
 11 (COUNTY), and «PROVIDER»«PROVIDER_DBA» (CONTRACTOR). The Agreement shall be
 12 administered by the County of Orange Health Care Agency (ADMINISTRATOR).
 13

14 WITNESSETH:
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16 WHEREAS, on June 2, 2015, the COUNTY authorized the Master Agreement for the provision of
 17 Medical Transportation Services with CONTRACTOR for the period of July 1, 2015 through
 18 June 30, 2018; and

19 WHEREAS, COUNTY's reimbursement rates for Medical Transportation Services have remained
 20 unchanged since 1997, COUNTY desires to increase current reimbursement rates to assure the availability
 21 of prompt Medical Transportation Services for Persons for whom COUNTY has statutory obligations to
 22 provide medical care, and for other Persons whose transport by ambulance or van will assist COUNTY's
 23 employees in carrying out their duties; and

24 WHEREAS, the increased volume of people requiring medical services has inundated hospitals and
 25 increased medical transport times, COUNTY desires to amend response times and requirements;

26 WHEREAS, COUNTY must provide Medical Transportation Services for Persons whom COUNTY
 27 has statutory obligations to provide medical care, COUNTY desires to extend the Agreement through
 28 June 30, 2019; and

29 WHEREAS, CONTRACTOR is licensed to operate a Medical Transportation Service within all or
 30 some portion of the County of Orange, the County of Riverside, the County of San Bernardino, the County
 31 of San Diego, and the County of Los Angeles and desires to provide the medical transportation service to
 32 COUNTY upon the terms and conditions set forth in the Agreement;

33 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. Page 4, lines 1-6 of the Reference Contract Provisions section of the Agreement is amended to read
2 as follows:

3 “Term: August 5, 2017 through June 30, 2019

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5 Period One means the period from July 1, 2015 through June 30, 2016

6 Period Two means the period from July 1, 2016 through June 30, 2017

7 Period Three means the period from July 1, 2017 through June 30, 2018

8 Period Four means the period from July 1, 2018 through June 30, 2019”

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10 2. Exhibit A, Paragraph III, Definitions of Service Categories, page 2, lines 29-37 and page 3, lines 1-
11 17 of the Agreement is amended as follows:

12 “A. Emergency Service shall mean any sudden or serious illness or injury requiring immediate
13 medical attention, where delay in providing such services may aggravate the medical condition or cause
14 the loss of life. Emergency Service shall be determined by the requesting agency and communicated to
15 the CONTRACTOR at the time of the request for service. CONTRACTOR must arrive on site as quickly
16 as possible and in no event longer than thirty (30) minutes; provided, however, that where the service is
17 provided to Persons described in subparagraph V.D. to this Exhibit A to the Agreement, the requesting
18 agency may permit a forty-five (45) minute response time when the incident is unaccompanied by any
19 life-threatening medical emergency. Where the response time is not in accordance with these
20 requirements, CONTRACTOR shall be assessed a ten dollar (\$10.00) penalty fee for every quarter hour
21 or fraction thereof after the initial 45 minutes, unless the requesting agency determines that there was
22 good cause not within the control of CONTRACTOR for the delay, or has agreed upon a specific ETA
23 with CONTRACTOR. The determination by COUNTY as to whether or not a particular incident requires
24 emergency service shall be binding on COUNTY and CONTRACTOR.

25 B. Denial of Transport Request means all instances where CONTRACTOR:

- 26 1. Denies requesting agency’s transport request,
- 27 2. Provides an ETA that does not meet the needs of the requesting agency,
- 28 3. Cancels a scheduled transport, or
- 29 4. Fails to appear for scheduled transport.

30 If CONTRACTOR exceeds ten (10) Denial of Transport Requests in a single month, at
31 ADMINISTRTROR’s discretion, ADMINISTRATOR may temporarily lower CONTRACTOR’s call
32 priority on calling list for the remainder of the month. If CONTRACTOR’s Denial of Transport Requests
33 results in CONTRACTOR providing less than 4 transports per month for 2 or more consecutive months,
34 ADMININSTRATOR reserves the right to remove CONTRACTOR from call list, or terminate the
35 Agreement per Article XIX of the Agreement.

1 C. Dry Run shall occur whenever an authorized agency has requested medical transportation service
2 for Persons to be served and, for whatever reason, after CONTRACTOR responds, CONTRACTOR's
3 services are not required.

4 D. Night Rate payment will be authorized by COUNTY whenever the request for such service occurs
5 after 7 p.m. in the evening and before 7 a.m. in the morning.

6 E. Multiple Passengers means that more than one patient is transported on the same request for
7 services. Multiple passenger bills shall be submitted on County Form F272-01.1841 and attached together
8 in order to preclude the possibility of billing mileage more than once for one (1) authorized request for
9 services.”

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11 3. Exhibit A, Paragraph IV, Payment Process, page 3, line 26 of the Agreement is amended as
12 follows:

13 “2. Authorization for Medical Transportation form with original or digital signature;”

14
15 4. Exhibit A, Paragraph VII, Reimbursement, page 5, lines 28-36 of the Agreement is amended as
16 follows:

17 “3. CONTRACTOR shall maintain on a monthly basis, financial records to include the following
18 information for all ambulance or van trips made under the Agreement:

- 19 a. Patient's name
- 20 b. Date of trip
- 21 c. Pick-up and drop-off times
- 22 d. Pick-up location and destination
- 23 e. Amount billed
- 24 f. Amount collected
- 25 g. Source of revenue: COUNTY; private provider; Medi-Cal; Medicare
- 26 h. Amount to be refunded to COUNTY if payment was made by COUNTY prior to

27 CONTRACTOR receiving payment from any other source.”

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29 5. Exhibit A, Paragraph VII, Reimbursement, page 6, lines 13-16 of the Agreement is amended as
30 follows:

31 “G. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to allow CONTRACTOR
32 to submit supplemental invoices for services provided to a Person for whom contracted rates are not set
33 forth in this Agreement. ADMINISTRATOR has sole discretion to negotiate rates on an as needed
34 basis.”

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6. Exhibit B, Ambulance Transportation Rates, Lines 9-30 of the Agreement is amended as follows:

“A. SERVICE	RATE
1. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 a.m. to 7 p.m.).....	\$258.00
2. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 p.m. to 7 a.m.).....	308.00
3. Response to call (day and evening), 2 patients, each patient.....	37.02
4. Mileage one-way per mile.....	3.55
5. Out-of-County Transport (over 25 miles one-way).....	358.00
6. Out-of-County Transport (over 50 miles one-way).....	458.00
7. Out-of-County Transport (over 75 miles one-way).....	558.00
8. Out-of-County Transport (over 125 miles one-way).....	658.00
9. Out-of-County Transport (over 250 miles one-way).....	758.00
10. Out-of-County Transport (over 375 miles one-way).....	858.00
11. Compressed air for infant respirator.....	10.23
12. Extra attendant – RN/EMT first hour.	16.44
13. Extra attendant – RN/EMT 2nd and 3rd hour each.....	11.51
14. Extra attendant – RN/EMT (each additional hour).....	5.25
15. Oxygen – per tank.....	9.88
16. Neonatal intensive care incubator.....	51.49
17. Waiting time every quarter hour after first 15 minutes.....	27.00

B. Out-of-County Medi-Cal or County funded transports are eligible for return mileage reimbursement at the rate set forth above at \$3.55 per mile.

C. Administrator may adjust within a 5% variance at any time upon a 30 day notice to CONTRACTOR.”

7. Exhibit C, Wheelchair Van and Litter Van Transportation Rates, Lines 22-24 of the Agreement is amended as follows:

“B. Payment is made at Medi-Cal rates. The above rates shall be adjusted by ADMINISTRATOR by the amount, and effective the same date, that rates are adjusted for Medi-Cal Services pursuant to Section 51527, Title 22, California Code of Regulations. Administrator may adjust within a 5% variance at any time upon a 30 day notice to CONTRACTOR.”

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1 Section 51527, Title 22, California Code of Regulations. Administrator may adjust within a 5% variance
2 at any time upon a 30 day notice to CONTRACTOR.”

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7 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State
8 of California.

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10 «PROVIDER»«PROVIDER_DBA»

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12 BY: _____ DATED: _____

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14 TITLE: _____

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17 BY: _____ DATED: _____


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19 TITLE: _____

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24 COUNTY OF ORANGE

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27 BY: _____ DATED: _____

28 HEALTH CARE AGENCY

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30
31 APPROVED AS TO FORM
32 OFFICE OF THE COUNTY COUNSEL
33 ORANGE COUNTY, CALIFORNIA

34
35
36 BY:  _____ DATED: 5-25-17

37 DEPUTY