

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 20th day of June, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereafter referred to as “**COUNTY**”, and each provider listed in Exhibit A, attached to this Agreement and by this reference incorporated herein, and collectively hereinafter referred to as “**CONTRACTOR(S)**” (collectively the “parties”).

WHEREAS, the parties entered into that certain Agreement identified as COUNTY Agreement No. A-15-256, effective July 1, 2015 whereby **CONTRACTOR(S)** agreed to provide transportation services to mental health clients; and

WHEREAS, **COUNTY** and **CONTRACTOR(S)** now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That all references in Agreement No. 15-256 to “Exhibit B” be changed to read “Revised Exhibit B”, attached hereto and incorporated herein by this reference.

2. That the existing **COUNTY** Agreement No. A-15-256, Page Three (3), beginning with Line Three (3), with the word “**COUNTY**” and ending on Page Three (3), Line Nine (9), with the word “**CONTRACTOR(S)**” be deleted and the following inserted in its place:

“**COUNTY** agrees to pay **CONTRACTOR(S)** and **CONTRACTOR(S)** agree to receive compensation in accordance with the rates set forth within each **CONTRACTORS'** respective Quotation Schedule attached hereto as Exhibit C-1, C-2, C-3 and incorporated herein by this reference. In no event shall the annual contract maximum exceed One Hundred Thousand and No/100 Dollars (\$100,000) for the period July 1, 2015 – June 30, 2016; One Hundred Fifty Thousand and No/100 Dollars (\$150,000) for the period July 1, 2016 – June 30, 2017; and Two Hundred Thousand and No/100 Dollars (\$200,000.00) for each subsequent twelve (12) month period of this Agreement for all **CONTRACTOR(S)**. In no event shall services performed under this Agreement be in excess of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000) during the term of this Agreement for all **CONTRACTOR(S)**.”

1 3. COUNTY and CONTRACTORS agree that this Amendment I is sufficient to amend the
2 Agreement; and that upon execution of this Amendment I, the Agreement and Amendment I together
3 shall be considered the Agreement.

4 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
5 covenants, conditions and promises contained in the Agreement, and not amended herein, shall remain
6 in full force and effect. This Amendment I shall become effective April 1, 2017.

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

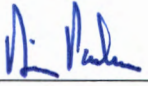
1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the day and year first hereinabove written.

3
4 ATTEST:

5 CONTRACTOR(S):

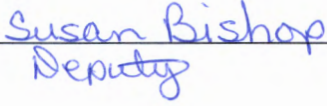
COUNTY OF FRESNO

6
7 PLEASE SEE SIGNATURE
8 PAGES ATTACHED

9 By 
Chairman, Board of Supervisors

10
11 Date: 10-20-17

12
13 BERNICE E. SEIDEL, Clerk
14 Board of Supervisors

15
16 By: 
Deputy

17
18
19 PLEASE SEE ADDITIONAL
20 SIGNATURE PAGES ATTACHED

1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3 By *Janille E. Kulluy*
4
5

6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

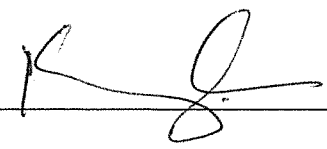
9 By *Oscar J. Garcia*
10

11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13 By *Dawan Utecht*
14 Dawan Utecht, Director
15 Department of Behavioral Health
16
17

18 Fund/Subclass: 0001/10000
19 Organization: 5630
20 Account/Program: 7295/0
21
22
23
24
25
26
27
28

1 ON CALL TRANSPORT, INC.

2
3 By  _____
4

5 Print Name Harvey Vincent Cooper

6 Title CFO
7

8 Secretary of Corporation, or
9 Any Assistant Secretary, or
10 Chief Financial Officer, or
11 Any Assistant Treasurer
12

13 By _____
14

15 Print Name _____
16

17 Title _____
18

19 Secretary of Corporation, or
20 Any Assistant Secretary, or
21 Chief Financial Officer, or
22 Any Assistant Treasurer
23

24 Mailing Address:

25 On Call Transport, Inc.
26 1942 Cromwell Avenue
27 Clovis, CA 93611
28 (559) 248-9100
Contact: Linda Cooper, Owner

1 NEMT Solutions, LLC
2

3 By Scott West
4

5 Print Name Scott West
6

7 Title CEO
8

9 Secretary of Corporation, or
10 Any Assistant Secretary, or
11 Chief Financial Officer, or
12 Any Assistant Treasurer
13

14 By _____
15

16 Print Name _____
17

18 Title _____
19

20 Secretary of Corporation, or
21 Any Assistant Secretary, or
22 Chief Financial Officer, or
23 Any Assistant Treasurer
24

24 Mailing Address:

25 NEMT Solutions
26 24167 Cruise Circle Dr.
27 Canyon Lake, CA 92587
28 (951) 244-9413
Contact: Scott West, CEO

Scope of Work

CONTRACTOR(S) shall provide drivers to provide services twenty-four (24) hours per day, seven (7) days a week, to transport mental health clients from Fresno County to out-of-county mental health facilities, and scheduled transportation from out-of-county to Fresno County mental health facilities on an as-needed basis.

CONTRACT AMOUNT:

FY 2015-16	\$100,000.00
FY 2016-17	\$150,000.00
FY 2017-18	\$200,000.00
FY 2018-19	\$200,000.00
FY 2019-20	\$200,000.00

Total Contract Amount	\$850,000.00
-----------------------	--------------

CONTRACTOR(S)' RESPONSIBILITIES:

- 1) Contractor(s) shall provide transportation services of persons discharged from facilities outside of Fresno County to locations within Fresno County.
- 2) Service will include traveling to facilities designated by the Department of Behavioral Health to pick up identified persons and transport them to a residence, facility, or alternative location as per discharge instructions.
- 3) The residence, facility, or alternative location for drop off of individuals may be anywhere within Fresno County limits, including the metropolitan area of Fresno/Clovis as well as all rural communities in Fresno County.
- 4) Locations of designated facilities outside of Fresno County to pick up persons may include, but not be limited to, Visalia, Bakersfield, Merced, Ventura and Sacramento.
- 5) Contractor(s) shall provide two or more drivers when safety issues deemed necessary, when transporting two or more people, or when deemed necessary by Fresno County DBH.
- 6) Transports may include between one and five persons per trip.
- 7) Transports may be required more than once per day.
- 8) Transportation services are to be available Monday through Friday, weekends and holidays.
- 9) Contractor(s) shall provide transportation services for persons who have wheelchairs, walkers, other medical devices/needs, or who may require Hoyer lifts.
- 10) Service will include traveling to designated facilities throughout the State to pick up individuals and transport them to Fresno County for an appointment. Service may include return transport to the designated facility on the same day or next day as determined by the County of Fresno. Transports for these individuals will typically have 24 hour advanced notice.

- 11) Service may also include traveling to designated facilities throughout the State to pick up an individual and transport him/her to a different facility. Transports for these individuals may have four hours advanced notice.
- 12) Contractor(s) shall participate in general compliance training provided by the County within 45-60 days of contract execution, Mental Health First Aid (MHFA), code of conduct training, ethics training, and other training deemed appropriate by Department of Behavioral Health for client safety and awareness.
- 13) Services to be provided on the initial request for Service.

COUNTY RESPONSIBILITIES:

- 1) County shall provide general compliance training within 45-60 days of contract execution, Mental Health first aid (MHFA), code of conduct, ethics training, and other training deemed appropriate for the vendor by the department to better assist DBH clients.
- 2) County shall provide as much advance notice as possible with a two (2) hour minimum on all transports to Contractor(s) when transportation service is needed. Exhibit B – (Sample Medical Transport Transportation Request Form) is an example of how the County will contact the contractor(s).
- 3) County shall notify Contractor(s) of the pickup location of each person and the destination to where he/she is to be transported.
- 4) County shall be available to provide information as quickly as possible to Contractor(s) in the event that a person is not at the pick-up site when services are requested.
 - a) For transports of persons discharged from hospital facilities, Contractor(s) may call the Department of Behavioral Health, attention Hospital Transport Liaison, at (559) 600-4099.
 - b) For transports of severely mentally ill persons transported to/from residential facilities, Contractor(s) may call the Department of Behavioral Health attention, Conservatorship Team, at (559) 600-4099.
- 5) Initial request for Service will provide the contact name of the County representative requesting the service, client information, pickup and drop off location, payment information and any special instructions with regard to client transport.