

AGREEMENT FOR SERVICES #4075
Emergency Air Ambulance Advanced Life Support Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and REACH Medical Holdings, LLC, a Delaware Limited Liability Company, by and through its operating subsidiaries, namely CALSTAR Air Medical Services, LLC, a Delaware Limited Liability Company, and REACH Air Medical Services, LLC, a California Limited Liability Company, each duly qualified to conduct business in the State of California, whose principal place of business is 451 Aviation Boulevard, Suite 101, Santa Rosa, CA 95403, and whose local place of business is 8880 Cal Center Drive, Suite 125, Sacramento, CA 95826, (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the California Code of Regulations, Title 22, Division 9, Chapter 8 requires that an EMS Agency that chooses to integrate EMS aircraft into its prehospital care system shall develop a program which, at a minimum, classifies EMS aircraft, incorporates utilization of EMS aircraft into its EMS plan, establishes policies and/or procedures to assure compliance, and develops written agreements specifying conditions to routinely serve its jurisdiction; and

WHEREAS, County has determined that the critically ill and injured persons in the County of El Dorado will benefit from rapid air ambulance transportation to facilities capable of providing the specialty critical care needs of said persons; and

WHEREAS, CONTRACTOR has represented to County that it is specially trained, experienced, and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, County desires to designate, approve, and authorize, CONTRACTOR to provide the emergency air ambulance dispatch services described herein in exchange for CONTRACTOR's agreement to comply with the requirements set forth below; and

WHEREAS, the parties hereto have mutually agreed that the existing Agreement #146-O1310 (FENIX #287) shall automatically terminate and be replaced upon execution of this Agreement for Services #4075; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

NOW THEREFORE, in consideration of the recitals and the mutual obligation of the parties as expressed herein, both County and CONTRACTOR do hereby expressly agree as follows:

ARTICLE I

Definitions: The following terms and definitions apply to this Agreement:

1. AAMS means Association of Air Medical Services.

- purpose of coordinating air ambulance response to the scene of a medical emergency within the jurisdiction of the County EMS agency.
13. County of El Dorado EMS Agency Medical Director means a licensed physician and surgeon who has substantial experience in the practice of emergency medicine, and is designated by the County to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system.
 14. Emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel, a public safety agency, or a prudent layperson.
 15. Emergency Medical Services (EMS) means the services utilized in responding to a medical emergency.
 16. EMS Agency means the administrative agency responsible for the direct oversight of prehospital care in the County, acting under the County's Chief Administrative Office, pursuant to Health and Safety Code Section 1797.200.
 17. "Authorizing EMS Agency" means local EMS agency that approves utilization of specific EMS Aircraft within its jurisdiction.
 18. "Classifying EMS Agency" means the local EMS agency that categorizes the EMS aircraft into the groups identified in CCR, Title 22, Section 100300(c)(3). This shall be the local EMS agency in the jurisdiction of origin that categorizes the emergency medical services aircraft, except for aircraft operated by the California Highway Patrol, the California Department of Forestry, or the California National Guard, which shall be classified by the EMS Authority.
 19. EMS Authority means the State Emergency Medical Services Authority, established by Health and Safety Code, Division 2.5 that establishes guidelines for local EMS agencies.
 20. EMS Aircraft means any aircraft utilized for the purpose of prehospital emergency patient response and transport. EMS aircraft includes Air Ambulances and all categories of Rescue Aircraft per CCR, Title 22, Section 100279.
 21. Electronic Prehospital Care Report (ePCR) means an electronic form approved by the County of El Dorado EMS Agency for the purpose of documenting all patient care provided in the County of El Dorado. The ePCR shall also include all required billing information.
 22. FAR means Federal Aviation Regulations as published within Title 14 of the Code of Federal Regulations (14 CFR).
 23. Flight Nurse means an individual who is a registered nurse extensively trained in critical care and emergency medicine, and trained in all elements of prehospital Advanced Life Support; whose scope of practice provides comprehensive and effective medical care to patients, including assessment, planning implementation and evaluation of the critically ill and injured; and functions as a member of the flight team.
 24. Flight paramedic means a highly trained paramedic that provides care to sick and injured patients in an aeromedical environment on either fixed or rotor wing aircraft. Typically a flight paramedic will work with a registered nurse, physician, Respiratory Therapist, or another paramedic. Flight paramedics must have an advanced level of medical knowledge along with clinical experience in a high acuity environment. Flight paramedics usually hold advanced certifications like the FP-C or the CCP-C.
 25. Jurisdiction of Origin means the local EMS jurisdiction within which the authorized air ambulance is operationally based.
 26. Medical Flight Crew means the individuals, excluding the pilot, specifically assigned to care for the patient(s) during aircraft transport as defined by CCR, Title 22, Section 100278.

- relating to EMS aircraft operations, including qualifications of flight crews and aircraft maintenance. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.
3. CONTRACTOR shall adhere to all applicable AAMS Safety Standards for the operation of rotorcraft air medical services.
 4. CONTRACTOR shall adhere to all applicable FARs pertaining to and including flight operations, pilot flight and time duty, flight crews, and maintenance inspections.
 5. CONTRACTOR shall make all commercially reasonable efforts to respond to requests for service from the designated Dispatch Center on a seven (7) day per week, twenty-four (24) hour per day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167(b)(1). County recognizes that CONTRACTOR's ability to respond to requests for service may, from time to time, be negatively affected by weather conditions, mechanical failure, crew availability, command pilot discretion, unavailability due to request from another jurisdiction, and other safety considerations. If CONTRACTOR is unable to respond to a request for service, CONTRACTOR shall immediately notify the designated Dispatch Center, which then has the option of requesting a response from another contractor.
 6. CONTRACTOR's Communications Dispatch Center receives requests for air ambulance service from the County Designated Dispatch Centers for the purpose of coordinating air ambulance aircraft.
 7. CONTRACTOR shall ensure that an air ambulance is immediately launched for all emergency requests for service to which CONTRACTOR has agreed to respond and shall complete that response, unless diverted by the designated Dispatch Center. Should CONTRACTOR be unable to immediately launch an air ambulance at time of request, CONTRACTOR shall notify the appropriate dispatch center of said inability at the time of request for service.
 8. CONTRACTOR shall not cause or allow its air ambulances to respond to a location without receiving approval to respond from the designated Dispatch Center for such service at that location. CONTRACTOR medical flight crew shall notify the designated Dispatch Center to be assigned to an incident if circumstances are warranted.
 9. CONTRACTOR shall adhere to the air ambulance response requirements established in the County EMS Agency "EMS Aircraft" policy at all times when providing service in El Dorado County.
 10. When CONTRACTOR's notification to the requesting dispatch agency to accept or reject a mission exceeds the response time requirements established in the County EMS Agency "EMS Aircraft" policy, County reserves the right to request justification for delayed notification time(s). CONTRACTOR must provide justification within five (5) business days from receipt of County's request.
 11. CONTRACTOR shall transport each patient in need of or requiring transport to the nearest hospital capable of providing the emergency medical services required for the patient's condition. CONTRACTOR may, from time to time, in accordance with a Ground Transport Agreement (GTA) between the local ambulance contractor and CONTRACTOR, provide patient care using County approved ground ambulance transport, when available. These circumstances include but are not limited to; weather, mechanical issues, patient size and/or weight limitations and continuity of care.
 12. CONTRACTOR shall respond and participate, or not participate, at the discretion of the on-scene incident commander operating under Incident Command System (ICS). CONTRACTOR recognizes that, in some cases, the unneeded response of air ambulances to disaster and multi-casualty incidents can require on-scene personnel to divert their

22. CONTRACTOR's Medical Director shall provide direct medical control under the authority of the County EMS Agency Medical Director for air ambulance service within the County. In this capacity, the CONTRACTOR's Medical Director is responsible for establishment of CONTRACTOR protocols and standardized procedures, quality assurance, and enforcement procedures.
23. County approves the use of the air ambulance medical standards established by the CONTRACTOR Medical Director for the services required in this Agreement. The County EMS Agency Medical Director reviews the policies, procedures and protocols developed by CONTRACTOR for air ambulance service for use in the County. CONTRACTOR shall provide to the County a copy of the policies, procedures and field treatment protocols including all updates and revisions as approved by the CONTRACTOR's Medical Director. County will treat CONTRACTOR's policies and procedures in accordance with the California Public Records Act, California Government Code Section 6250, et seq.
24. CONTRACTOR shall comply with any applicable standards for air ambulance medical equipment (required for the level of service being provided) as established by the County EMS Agency Policy and Procedure Manual promulgated by the County EMS Agency EMS Agency and CCR, Title 22, Division 9, Chapter 8, Article 5, Section 100306. The County EMS Agency shall provide to CONTRACTOR a copy of the County EMS Agency Policy and Procedure Manual including any updates on an ongoing basis. CONTRACTOR shall be charged with knowledge of this Manual. This Manual shall be updated from time to time as determined necessary by the El Dorado County EMS Agency.
25. CONTRACTOR shall possess and agree to maintain adequate drug and solution inventory, drugs, and supplies in compliance with the scope of practice established by the CONTRACTOR Medical Director and reviewed by the County EMS Agency Medical Director.
26. CONTRACTOR shall maintain all necessary radio communications equipment so as to provide for communications capability with the County designated dispatch centers, designated Base Hospital facilities, Basic Life Support/ALS first responder agencies, ALS ambulance transport contractors and appropriate receiving facilities. (No private ambulance system telephone access number shall exist for emergency dispatch.)
27. CONTRACTOR shall allow site inspections at any time by County of El Dorado EMS Agency staff for purposes of Agreement compliance and medical quality assurance.
28. CONTRACTOR personnel shall utilize the CONTRACTOR's ePCR for all emergency responses including non-transport and integrate with County's ePCR system. CONTRACTOR shall ensure all ePCR's are entered into the California Emergency Medical Services Information System (CEMSIS). In the event that hardware, software, communications, licensing, or other technical problems temporarily prohibit the real-time capture of ePCR data and information, CONTRACTOR shall have an available backup system to manually collect all required information. Upon manual collection of this information, it shall be CONTRACTOR's responsibility to enter it into appropriate electronic databases to assure compliance with the reporting requirements and timelines of this Agreement.
29. CONTRACTOR shall, upon request of the County of El Dorado EMS Agency, obtain copies of calls that originated in the County from the Designated Dispatch Center and provide them to the EMS Agency within five (5) working days from receipt of a written or emailed request to CONTRACTOR.

ARTICLE III

County Operational Policies: CONTRACTOR shall be responsible to comply with all operational policies and standards for CONTRACTOR; the standards currently articulated in this Agreement and any subsequent amendments or modifications; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; Commission on Accreditation of Medical Transport Systems (CAMTS); Association of Air Medical Services (AAMS); the California Emergency Medical Services Authority; County Emergency Medical Service and Medical Transportation Ordinance and the County EMS Agency.

ARTICLE IV

Proof of Accreditation: CONTRACTOR shall provide to the Contract Administrator, proof of accreditation and licensing required by CAMTS, FAA, and the State on an initial and renewal basis.

ARTICLE V

Designated Authorized Operating Area: County Service Area No. 3, South Shore Area; County Service Area No. 3 Tahoe West Shore Area; and County Service Area No. 7 West Slope Area are non-exclusive operating areas for air ambulance service under the County's EMS Plan. County reserves its rights to take any and all appropriate action and to exercise its discretion with regard to any other public or private emergency and non-emergency medical transporters. County reserves the right to utilize public or private EMS aircraft services as defined in Title 22, Chapter 8, Article 1, Section 100279, if such utilization is in the best interest of the public.

ARTICLE VI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE VII

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire five (5) years from the date thereafter, unless terminated by either party by ninety (90) days written notice to the other party or terminated pursuant to the provisions herein under **ARTICLE XXI, "Default, Termination and Cancellation."**

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized boards and fully executed by duly authorized officers of the parties hereto.

ARTICLE IX

Product Endorsement/Advertising: CONTRACTOR shall not use the name or equipment of County for the endorsement of any commercial product or service without the expressed written permission of County.

ARTICLE X

Independent Contractor Liability: CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein.

Notices to CONTRACTOR shall be addressed as follows:

REACH Medical Holdings, LLC
8880 Cal Center Drive, Suite 125
Sacramento, CA 95826
ATTN: Christopher Shrader, Sr. Director of Service Delivery

With a copy to:

REACH Medical Holdings, LLC
1001 Boardwalk Springs Place, Suite 250
O'Fallon, MO 63368
Attn: General Counsel

Or to such other location as CONTRACTOR directs.

ARTICLE XIII

No Third Party Liability: Neither the local EMS Agency nor the County shall be liable for any costs or expenses incurred by CONTRACTOR as a result of this Agreement. CONTRACTOR shall bear all costs associated with its provision of services under this Agreement. Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts or omissions of entities or individuals not a party to this Agreement. Neither party to this Agreement agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this Agreement.

ARTICLE XIV

Insurance: CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Management Division and documentation evidencing that CONTRACTOR maintains insurance for CONTRACTOR that meets the following requirements set forth hereinafter:

1. Full Worker's Compensation and Employers' Liability Insurance covering all employees of the CONTRACTOR as required by law in the State of California.
2. Commercial General Liability Aircraft Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Air Ambulance, Hull and Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned aircraft used in connection with the CONTRACTOR air ambulance operations.
4. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate.
5. CONTRACTOR shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Management Division as evidence that the insurance required above is being maintained.
6. The insurance shall be issued by an insurance company acceptable to the County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the County Risk Management Division.
7. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any

ARTICLE XVII

Administrator: The County officer or employee with responsibility for administering this Agreement is Michelle Patterson, Manager of EMS/Emergency Preparedness, or successor.

ARTICLE XVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way

ARTICLE XX

Final Authority: Except as provided by law, the Board of Supervisors shall be the final authority for County

ARTICLE XXI

Default, Termination, and Cancellation:

1. **Default:** Upon the occurrence of any default of the provisions of this Agreement, County shall give written notice of said default to CONTRACTOR (notice). If CONTRACTOR does not cure the default within thirty (30) days of the date specified on the notice (time to cure), then CONTRACTOR shall be in default. The time to cure may be extended at the discretion of County. Any extension of time to cure must be in writing, prepared by CONTRACTOR for signature by County and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that CONTRACTOR perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless County so elects in this notice, or County so elects in a subsequent written notice after the time to cure has expired.

2. **Ceasing Performance:** County may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
3. **Termination or Cancellation without Cause:** Both Parties may terminate this Agreement in whole or in part after ninety (90) calendar days written notice to the other Party. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XXII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

