

Reach Medical Holdings, LLC
Air Ambulance Services

AGREEMENT FOR SERVICES #8705

THIS AGREEMENT, 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 duly qualified to conduct business in the State of California, whose principal place of business is 451 Aviation Boulevard, Suite 101, Santa Rosa, California 95403 (hereinafter referred to as "Contractor").

R E C I T A L S

WHEREAS, the California Code of Regulations, Title 22, Division 9, Chapter 8 requires that an Emergency Medical Services (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, 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

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

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

1. AAMS means Association of Air Medical Services.
2. Administrator on Call (AOC) means the individual designated by Contractor that has program responsibility for making critical decisions after normal duty hours.
3. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital or as otherwise defined by the U.S. Department of Health and Human Services, Federal Health Care Finance Administration, and California Health and Safety Code section 1797. 52.
4. Advanced Life Support (ALS) Rescue Aircraft means a rescue aircraft whose medical flight crew has at a minimum of one (1) attendant certified or licensed in Advanced Life Support as defined by the California Code of Regulations (CCR) Title 22, Section 100282.
5. Air Ambulance means any aircraft specially constructed, modified or equipped, and used for the primary purpose of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has a minimum of two (2) attendants certified in Advanced Life Support or licensed in Advance Life Support required by CCR, Title 22, Section 100280.
6. Air Ambulance Transport Contract means a Contract with the County for an Air Ambulance to respond to requests for air medical transportation of critically ill or injured patients from locations within the County. Mutual Aid Agreements may qualify as Air Ambulance Transport Contracts.
7. Authorization means the process required by CCR, Title 22, Division 9, Chapter 8, which the County must follow in order to allow EMS aircraft contractors to provide service within the County.
8. Auxiliary Rescue Aircraft means a rescue aircraft which does not have a medical flight crew, or whose medical flight crew do not meet the minimum requirements established in CCR, Title 22, Division 9, Chapter 8, Article 1, Section 100283.
9. Contractor Medical Director means a licensed physician who has substantial experience in the practice of emergency medicine, and is designated by Contractor to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the air ambulance service.
10. CAMTS means Commission on Accreditation of Medical Transport Systems, a national independent commission committed to patient care and the safety of the transport environment.

11. County means County of El Dorado, the political subdivision of the State of California. The Chief Administrative Office, through its local County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in the County of El Dorado.
12. Designated Dispatch Center, for the purpose of this Agreement, means the Cal Fire Camino Emergency Communications Center, the Cal Fire Grass Valley Emergency Communications Center, or the City of South Lake Tahoe Police Department Dispatch Center designated by the County EMS Agency. Calls from the Designated Dispatch Centers are routed to the Contractor Communications Dispatch Center for the 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 Local Emergency Medical Services Agency (LEMSA) 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 (LEMSA) that approves utilization of specific EMS Aircraft within its jurisdiction.
18. "Classifying EMS Agency" means the local EMS agency (LEMSA) that categorizes the EMS aircraft into the groups identified in CCR, Title 22, Section 100300(c)(3). This shall be the local EMS agency (LEMSA) 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. LEMSA means the Local Emergency Medical Services Agency providing EMS oversight as per Health and Safety Code, Division 2.5 and CCR, Title 22, Division 9.
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.
27. Ordinance means the Emergency Medical Service and Medical Transportation Ordinance adopted by the County of El Dorado Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the County EMS Agency through the County Chief Administrative Office, to issue permits to litter van and wheelchair van transport services, and enter into contracts with ground and air ambulance entities; monitor performance; enforce standards, if necessary; and act in an impartial manner as an arbitrator in matters of citizen complaints.
28. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
29. Pilot means one or more aircrew member(s) responsible for the control and operation of the aircraft. Each shall possess, at a minimum, a commercial airman's certificate or airline transport pilot certificate with ratings and type ratings appropriate for the operation of the aircraft employed and mission flown as required by part 61 of FAR's and shall comply with the requirements of Part 135 applicable to the certificate under which the operations are conducted. If more than one pilot is used, it shall be clearly designated which is the pilot in command.
30. Prehospital Care Report (PCR), for the purpose of this Agreement, means a form approved by the County EMS Agency for the purpose of documenting all patient care provided in the County.
31. Registered Nurse means an individual licensed by the State of California Board of Registered Nursing, and under certain circumstances, may include a nurse who is licensed by the Nevada State Board of Nursing and provides Medical Transportation Services across the California-Nevada border.
32. "Paramedic" or "EMT-P" or "Mobile Intensive Care Paramedic" means an individual who is educated and trained in all elements of prehospital advanced life support

(ALS); whose scope of practice to provide ALS is in accordance with the standards prescribed by this Chapter, and who has a valid license issued pursuant to this Chapter.

33. Rescue Aircraft means an aircraft whose usual function is not prehospital emergency patient transport, but that may be utilized, in compliance with local EMS policy, for prehospital emergency patient transport when use of an Air Ambulance or Ambulance is inappropriate or unavailable. Rescue aircraft includes ALS Rescue Aircraft, Basic Life Support Rescue Aircraft, and Auxiliary Rescue Aircraft under CCR, Title 22, Section 100281.

ARTICLE II

Scope of Work:

1. County classifies and categorizes Contractor's aircraft that is operationally based within the County as Air Ambulance, and authorizes Contractor to provide Emergency Medical Advanced Life Support Services within the County. Reclassification shall occur if there is a transfer of ownership or a change in the aircraft's category. Contractor's EMS Aircraft that is operationally based outside of the County shall be classified and authorized by the EMS Agency located in the jurisdiction where the air ambulance is operationally based. Contractor must submit to County a copy of said classification and authorization.
2. Contractor shall adhere to all federal, State and local statutes, ordinances, policies and procedures related to EMS aircraft operations, and any and all other applicable statute, ordinance, and resolution regulating prehospital Advanced Life Support services 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)(I). 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 attention from necessary life safety duties to accommodate the establishment of a landing zone and the maintenance of scene security for the aircraft and flight crew. The on-scene incident commander will make the determination regarding the need for air ambulance response and the availability of adequate resources, including a suitable landing zone that does not compromise the safety of patients, bystanders and responders on the ground. Nothing in this provision shall be construed as limiting the authority of the pilot in command to decide not to utilize any assigned landing zone or to take any actions necessary to provide for the safety of the aircraft and its participants in the event of any emergency situation.
 13. Contractor shall designate an on-duty or on-call management or supervisory staff Administrator on Call (AOC), to be available at all times, who is authorized to act on behalf of Contractor in all operational matters. The designated Dispatch Center shall at all times be advised and have available the contact information for the designated AOC staff.
 14. Contractor shall ensure that all air ambulances are appropriately staffed and equipped to the Advanced Life Support level pursuant to the requirements established in the CCR, Title 22, Division 9, Chapter 8, and articulated in this Agreement. Clinical performance must be consistent with CAMTS standards for Air Medical Transports and approved County medical standards and protocols.

15. County recognizes that Contractor uses Registered Nurses (RNs) as flight nurses. Contractor flight nurses provide care in accordance with the California Nurse Practice Act of 1974. County recognizes nurses cleared for flight duties by Contractor as authorized RNs to conduct activities as described under this Agreement.
16. County recognizes that Contractor provides air ambulance service utilizing a medical flight crew of flight nurses and flight paramedics and that base hospital contact is not usually necessary. The designated Base Hospital for ground ambulance for County Service Area (CSA) No. 3 South Shore Area is Barton Memorial Hospital. The designated Base Hospital for ground ambulance for CSA No. 3 Tahoe West Shore Area is Tahoe Forest Hospital. The designated Base Hospital for ground ambulance for CSA No. 7 West Slope Area is Marshall Hospital.
17. Contractor shall ensure that all flight nurses are licensed by the State of California. Flight nurses whose license has lapsed shall not be allowed to provide prehospital care within the County until they have met all requirements to bring their license current. Contractor shall ensure compliance with all regulations from the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; and the California Nurse Practice Act of 1974. Contractor shall ensure that the portions of the County EMS Agency Prehospital Care Policy and Procedure Manual that apply to air ambulance service are followed.
18. Contractor shall ensure that the medical flight crew meets the standards contained within the CAMTS certification requirements and as required by CCR, Title 22, Division 9, Chapter 8, Section 100276.
19. Contractor shall maintain a minimum staffing level of not less than two (2) flight nurses or one (1) flight nurse and one (1) flight paramedic, excluding the pilot.
20. Contractor shall ensure that all medical flight crew participate in continuing education requirements as required by their licensure or certification and aeromedical transportation.
21. Contractor shall ensure that the medical flight crew is familiar with local geography throughout the County.
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 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 the minimum ALS inventory established by the LEMSA 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-transports 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.
 30. Contractor shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services provided under this Agreement. Events that the medical flight crew feels should be documented, but are not appropriate to include on the ePCR, should be included on an Incident Report. Such activities may include, but are not limited to: acts of violence, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse weather conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented as well.
 31. Contractor shall cooperate fully in supplying all requested documentation to both the County Base Hospitals and the County EMS Agency.
 32. Contractor shall cooperate with County in any investigations or possible violations of this Agreement and shall make all dispatch logs and similar dispatch records including tape recordings available for inspection and copying at reasonable times at Contractor's regular place of business. All tape recordings shall remain available for a minimum of sixty (60) days from the date the recording was made.

33. Contractor shall allow County to inspect on a pre-announced or unannounced basis all aircraft used by the Contractor within the County.
34. Contractor shall maintain confidentiality of medical records including, but not limited to EMS prehospital care reports, and confidential quality assurance reports for patients for whom services are rendered by Contractor pursuant to this Agreement. Contractor shall be subject to all laws and regulations regarding confidentiality of patient and quality assurance records; Contractor shall disclose such information as necessary to County and to Contractor's and/or County's designated quality assurance review committees, or to governmental authorities as required by law. Contractor agrees to inform all of its personnel of the need to obey the provisions of State law regarding confidentiality of medical records and quality assurance records and that "any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor."
35. Contractor shall establish a Continuous Quality Improvement (CQI) Program that will monitor and evaluate the Prehospital Advanced Life Support services required in the Agreement. The program shall be in accordance with Title 22, Division 9, Chapter 12, Article 2, Section 100402 and reviewed and approved by the County EMS Agency.
36. Contractor shall, to the extent practical, participate in the County EMS system CQI Program, and send a representative to organized patient care reviews in which Contractor's services were utilized in cases being audited.
38. Contractor shall maintain requirements and submissions required for participation in the "Unified Scope of Practice Local Optional Scope of Practice (LOSOP) to continue the advanced scopes of practice for flight paramedics practicing within El Dorado County.
37. Contractor shall cooperate with County in establishing disaster and multi-casualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.
38. Contractor shall have its disaster response and personnel call-back plan on file with the County EMS Agency.
39. County shall have access to de-identified information where authorized and pertinent to evaluation and analysis by the EMS Agency Medical Director. Contractor will maintain medical control activities in accordance with Contractor's medical policies and procedures as reviewed by EMS Agency Medical Director. County may deny, suspend or revoke the authorization of Contractor to provide services in the County for failure to comply with applicable policies, procedures and regulations promulgated by the State of California or by County.
40. Contractor shall maintain operational control of the aircraft used in the service of this agreement and shall control all aviation and related flight operations of the aircraft at all times. Contractor, and its assigned pilots, shall be in command of the aircraft at all times. No flight will commence until and unless Contractor's pilot and/or director of operations are satisfied, at their sole discretion, that the pilot is fit; the aircraft is mechanically sound and properly loaded; weather, landing zone, airstrip, airport, and other conditions necessary for safe flight are deemed acceptable. Any terms in this Agreement that are in conflict with, interfere with or are different than FAR Part 135, FAA Directives, FAA policies or the Air Line Deregulation ACT shall be deemed unenforceable.

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 County's 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

Term: This Agreement shall be effective upon execution and shall cover the period of August 27, 2024, through August 26, 2029.

ARTICLE VII

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 fully executed by duly authorized officers of the parties hereto.

ARTICLE VIII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in

accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Emergency Medical Services Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
- b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.

- c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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 XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado
 Chief Administrative Office
 Emergency Medical Services Agency
 2900 Fairlane Court
 Placerville, California 95667

County of El Dorado
 Chief Administrative Office
 Procurement and Contracts Division
 330 Fair Lane
 Placerville, California 95667

Attn.: Kristine Oase-Guth
 EMS Manager

Attn.: Michele Weimer
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Reach Medical Holdings, LLC
451 Aviation Boulevard, Suite 101
Santa Rosa, California 95403

Attn.: Christopher Shrader, Sr. Director of Service Delivery

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. 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.
- D. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- E. In the event Contractor is a licensed professional or professional Contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate.
- F. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- I. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- J. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- M. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Contractors within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit A, marked “California Levine Act Statement,”

incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- D. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- E. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

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

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Kristine Oase-Guth, EMS Manager, Emergency Medical Services Agency, or successor.

ARTICLE XXVII

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

ARTICLE XXVIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including

facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXIX

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

ARTICLE XXX

HIPPA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit B, which is incorporated herein for all intents and purposes.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- REACH MEDICAL HOLDINGS, LLC --

By: _____

Dated: _____

Sean Russel
President
"Contractor"

By: _____

Dated: _____

Name
Corporate Secretary

Reach Medical Holdings, LLC

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date
Reach Medical Holdings, LLC

Type or write name of company

Signature of authorized individual

Type or write name of authorized individual

Reach Medical Holdings, LLC

Exhibit B

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as

permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:

- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable

County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subContractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within thirty (30) days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose

PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subContractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this

Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment

The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

9. Survival

The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.

10. Regulatory References

A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

11. Conflicts

Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.