

1 **EMS AIRCRAFT SERVICES AGREEMENT WITH REACH AIR MEDICAL SERVICES FOR**
2 **AUTHORIZATION OF EMS AIRCRAFT SERVICES IN STANISLAUS COUNTY**

3 This agreement is entered into on August 1, 2024, by and between the Stanislaus County Local EMS
4 Agency, hereinafter referred to as the "Agency", and REACH Air Medical Services, LLC, hereinafter
5 referred to as the "Provider" and shall be in effect until July 31, 2026.

6 Whereas, Title 22, California Code of Regulations, Division 9, Chapter 8, Section 100289 identifies the
7 local EMS agency as the agency which is responsible for approving utilization of specific EMS aircraft
8 within its Region; and

9 Whereas, Title 22, California Code of Regulations, Division 9 Chapter 8, Section 100300 requires that a
10 local EMS agency, which chooses to integrate EMS aircraft into its prehospital care system, must
11 develop written agreements for those providers specifying conditions for routinely serving its Region
12 and requires that EMS aircraft must be authorized by the local EMS agency in order to provide
13 prehospital patient transport within the Region; and

14 Whereas, the Agency has been designated as Stanislaus County EMS Agency, as the local EMS agency for
15 the purposes of classifying and authorizing EMS aircraft; and

16 Whereas, the Agency wishes to integrate EMS aircraft into its pre-hospital patient transport system;
17 Now therefore, it is agreed by and between the parties hereto as follows:

18 **1. DEFINITIONS**

19 1.1 Air Ambulance - Means any rotor or fixed wing aircraft specially constructed, modified or
20 equipped, and used for the primary purposes of responding to emergency calls and transporting
21 critically ill or injured patients whose medical flight crew has a minimum of two (2) attendants
22 certified in advanced life support.

23 1.2 Air Ambulance Dispatch (AAD) - Means the dispatch center that has the responsibility to provide
24 "on-line" dispatch duties as described in the EMS Aircraft Provider Dispatch Policy.

25 1.3 Available on Radio/Request (AOR) - The time the EMS Aircraft is available on radio/pager to
26 respond as directed by the Authorized EMS Dispatch Center.

27 1.4 At Bedside (AB) - The time a crewmember has made physical contact with the patient.

28 1.5 Arrive Destination/On Scene Hospital (OSH) - The time the EMS Aircraft arrives at a health care
29 facility or at the point where it is to rendezvous with another ambulance.

30 1.6 At Scene/On Scene (OS) - The time at which the responding EMS Aircraft is within one quarter
31 nautical mile of the scene, and at an altitude of less than 1000 feet.

32 1.7 Authorization - The process required by Title 22, Chapter 8 of the California Code of Regulations
33 that local EMS agencies must follow in order to allow EMS aircraft providers to provide service
34 within an EMS agency's local Region.

35 1.8 Authorizing EMS Agency - Means the local EMS Agency which approves utilization of specific EMS

36 Aircraft within its Region.

37 1.9 Call Rec'd/Time of Call (TOC) - The time the callback number, location, and symptom(s)/type of
38 incident have been received at the medical dispatch center such that a proper dispatch can be
39 determined and made.

40 1.10 C.A.M.T.S. - The Commission on Accreditation of Medical Transportation Services. A
41 national independent commission committed to patient care and the safety of the transport
42 environment.

43 1.11 County Air Resource Center (C.A.R.C.) - The designated County communications center
44 that is responsible for receiving all field requests for air ambulance resources, requesting air
45 ambulance resources, and coordinating the communication between responding ground and EMS
46 aircraft resources.

47 1.12 Dispatched (DSP) - The time the responding crew is initially alerted to the incident and
48 has received enough information to respond appropriately i.e. location, map page numbers.

49 1.13 Emergency Medical Services Aircraft - Means any aircraft utilized for the purpose of
50 prehospital emergency patient response and transport. EMS aircraft includes air ambulances and
51 all categories of rescue aircraft.

52 1.14 Emergency Medical Services Landing Site - A site at, or as near as practical, to a medical
53 emergency; a transfer point; or a site at or near a medical facility pre-selected and approved by
54 an officer authorized by a public safety agency, (as defined in Section 8 321662.1 PUC), using
55 criteria deemed reasonable and prudent by that public safety agency, used for the landing and
56 taking off of EMS helicopters, but not designed exclusively for helicopter flight operations. PUC
57 21662.1(b) "Public safety agency" means any city, county, state agency, or special purpose district
58 authorized to arrange for emergency medical services.

59 1.15 Enroute (ER) - The time the EMS Aircraft with crew has lifted off and is physically enroute
60 to the incident.

61 1.16 From Scene/ Enroute Hospital (ERH) -The time the EMS Aircraft departs from the scene
62 enroute to a facility or rendezvous point.

63 1.17 Region or "Region Based" - Refers to the geographical area over which the Stanislaus
64 County EMS Agency's authority extends.

65 **2. GEOGRAPHIC DESCRIPTION OF AREA AUTHORIZED TO SERVE**

66 Having successfully completed the. application process for the authorization of EMS aircraft in the
67 geographic region of the Agency, the Provider is hereby authorized by the Agency to provide
68 prehospital patient transport service within the County that comprises the Agency's Region upon
69 the completion of this written agreement.

70 **3. MISCELLANEOUS REQUIREMENTS**

- 71 3.1 The Provider shall abide by all sanctions listed in this Agreement including those that are based
72 upon the performance of the Air Ambulance Dispatch Center maintained or under contract with
73 Provider. Any terms in this Agreement that are in conflict with, interfere with or different than
74 FAR Part 135, FAA directives, FAA policies or the Airline Deregulation Act shall be deemed
75 unenforceable.
- 76 3.2 The Provider shall be in compliance with current rotor wing and critical care air medical service
77 standards in the "Accreditation Standards of CAMTS."
- 78 3.3 The Provider shall utilize and maintain medical communications with local EMS first responders,
79 EMS ambulance providers, and Base Hospitals as specified by Agency policy.
- 80 3.4 The Provider shall respond to field requests for EMS Aircraft services within the Region only
81 when made by a County Air Resource Center or a dispatch center authorized by the Agency.
- 82 3.5 The Provider shall maintain or contract with an Agency approved AAD center 24 hours a day,
83 365 days per year.
- 84 3.6 Provider shall make reasonable efforts to provide medical staffing for one authorized air
85 ambulance twenty-four (24) hours a day, 365 days per year. Acceptable exceptions shall include
86 time out of service due to maintenance requirements, inclement weather, or other air
87 operation necessities. Provider will notify the County Air Resource Center as soon as practicable
88 when Provider will be out of service, or out of County for an extended period of time under the
89 circumstances.
- 90 3.7 The Provider shall comply with requests for information, (i.e. medical dispatch records, patient
91 care records, unusual occurrence reports and resolve of same, and operations policies) about
92 patient transports within the Agency's Region and provide evidence of appropriate quality
93 assurance information in a timely fashion to the Agency as permitted by the California
94 Confidentiality of Medical Information Act, California Civil Code sections 56-56.37.
- 95 3.8 The Provider shall allow the Agency, upon reasonable notice to the Provider, access to on- site
96 inspection of the EMS medical equipment carried on the aircraft, the medical dispatch
97 records/recordings, and access to appropriate medical records for investigation and review of
98 complaints or unusual occurrence reports.
- 99 3.9 The Provider shall maintain a drug and solution inventory, basic and advanced life support
100 medical equipment and supplies, a list of which will be provided to and approved by the Agency
101 Medical Director.
- 102 3.10 The Provider shall attend meetings on a quarterly basis to discuss safety issues and policies and
103 procedures regarding EMS aircraft operations.

104 3.11 The Provider shall participate as a member of any Agency committee where air ambulance
105 quality improvement/assurance is included as a regular topic, including but not limited to the
106 Local Quality Improvement Group (LQIG), Trauma Advisory Committee (TAC) and Air
107 Ambulance Committee, Regional Stroke and Regional STEMI.

108 3.12 The Provider shall ensure that their AAD provides real time updates to 'EMResource' regarding
109 aircraft status.

110 3.13 The Provider shall notify the Agency no later than 30 days prior to moving the base of operation
111 if the base of operations is located within the Agency's Region.

112 **4. SANCTIONS**

113 4.1 The Provider shall comply with the requirements listed below or submit to the corresponding
114 sanctions.

115 A. Provider must abide by all Policies and Procedures adopted by the Agency.

116 B. The Provider shall respond to field requests for EMS Aircraft services within the Region
117 only when made by a County Air Resource Center.

118 C. Provide to the Agency electronic Patient Care Record (ePCR) information which shall
119 conform to the Agency database structure, NEMSIS Compliant ePCR program with
120 revision V3.4 or higher data dictionary reporting standards, on the 15th day of each
121 month for the prior month's data.

122 D. Provide to the Agency electronically, dispatch data in accordance with Agency policy
123 620.30 by the 15th day of each month for the prior months data.

124 4.2 Upon the recommendation of the Agency, when the Provider's ability to respond to emergency
125 calls has been terminated due to failure to abide by the requirements in this agreement, there
126 shall be a review before the Stanislaus County EMS Agency Board of Supervisors concerning
127 whether this non-compliance constitutes a major breach of the terms of this agreement.

128 **5. PROVIDER FEES**

129 5.1 The Provider shall pay an annual renewal fee for the authorization of a single aircraft and for each
130 additional authorized air ambulance operated by the Provider in accordance with the current
131 Agency fee schedule. County will provide Provider with commercially reasonable advance notice
132 of any change in fees.

133 **6. INDEMNIFICATION AND INSURANCE**

134 6.1 Provider shall provide evidence of insurance for each of the categories below. Provider will include
135 Agency, it's employees and Board of Supervisors as an additional insured on auto liability and
136 general liability insurance policies. Provider shall notify the Agency no less than 30 days prior to
137 reduction or change in its liability coverage.

GENERAL LIABILITY (INCLUDING OPERATIONS, PRODUCTS, AND COMPLETED OPERATIONS, AS APPLICABLE.)	\$20,000,000 – per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
AUTOMOBILE LIABILITY	\$5,000,000 – Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
WORKER’S COMPENSATION	As required by the State of California in the amount of \$1,000,000
EMPLOYERS’ LIABILITY	\$1,000,000—each accident \$1,000,000—policy limit bodily injury by disease \$1,000,000—each employee bodily injury by disease
PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	\$5,000,000—each claim
CYBER LIABILITY	\$5,000,000—per each claim for privacy and network security To be carried at all times during term of the contract and for three years thereafter.

138 6.2 Insurance is to be placed with California admitted insurers (licensed to do business in California)
 139 with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB,
 140 however, if no California admitted insurance company provides the required insurance, it is
 141 acceptable to provide the required insurance through a United States domiciled carrier that meets
 142 the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers
 143 (LASLI) maintained by the California Department of Insurance.

144 6.3 For any claims related to this contract, the Provider's General Liability insurance coverage shall be
 145 primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the
 146 County/Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance
 147 maintained by the County/Agency, its officers, officials, employees, or volunteers shall be excess
 148 of the Provider's insurance and shall not contribute with it.

149 6.4 Self-insured retentions must be declared to and approved by the County/Agency. At the option
 150 of the County/Agency, either: the Provider shall obtain coverage to reduce or eliminate such self-
 151 insured retentions as respects the County/Agency, its officers, officials, employees, and
 152 volunteers; or the Provider shall provide a financial guarantee satisfactory to the County/Agency
 153 guaranteeing payment of losses and related investigations, claim administration, and defense
 154 expenses.

155 6.5 Provider hereby grants to County/Agency a waiver of any right to subrogation which any insurer
 156 of said Provider may acquire against the County/Agency by virtue of the payment of any loss
 157 under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect
 158 this waiver of subrogation, but this provision applies regardless of whether or not the

159 County/Agency has received a waiver of subrogation endorsement from the insurer.

160 6.6 Provider shall submit a copy of and maintain a current air taxi/commercial operator's certificate
161 and notify the Agency within 24 hours of any change in the status of this certificate.

162 6.7 **No Third-Party Liability:** The Agency shall not be liable for any costs or expenses incurred by
163 Provider as a result of this agreement. Provider shall bear all costs associated with its provision of
164 services under this agreement. Each party to this agreement shall be responsible for its own acts
165 and omissions and those of its officers, employees, and agents. Neither party to this agreement
166 shall be responsible for the acts or omissions of entities or individuals not a party to this
167 agreement. Neither party to this agreement agrees to release, hold harmless, or indemnify the
168 other party from any liability that may arise from or relate to this agreement. entities or
169 individuals not a party to this agreement. Neither party to this agreement agrees to release, hold
170 harmless, or indemnify the other party from any liability that may arise from or relate to this
171 agreement.

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172 **7. NON-DISCRIMINATION**

173 7.1 Provider shall abide by all Federal and State non-discrimination laws regarding governmental
174 agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below:

175 A. During the performance of this contract, Provider and its subcontractors shall not
176 unlawfully discriminate against any employee or applicant for employment because of
177 race, religion, color, national origin, ancestry, physical handicap, medical condition,
178 marital status, age (over 40) or sex. Provider and subcontractors shall insure that the
179 evaluation and treatment of their employees and applicants for employment are free of
180 such discrimination. Provider and subcontractors shall comply with the provisions of the
181 Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable
182 regulations of the Fair Employment and Housing Commission implementing Government
183 Code, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and
184 Housing Commission implementing Government Code, Section 12990, set forth in
185 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated
186 into this contract by reference and made a part hereof as if set forth in full. Provider and
187 its subcontractors shall give written notice of their obligations under this clause to labor
188 organizations with which they have a collective bargaining or other agreement. Provider
189 shall include the non-discrimination and compliance provisions of this clause in all
190 subcontracts to perform work under the contract.

191 **8. REVOCAION, TERMINATION, AND NON-RENEWAL OF AGREEMENT**

192 8.1 The Agency may revoke or decline to renew this agreement for failure to comply with provisions,
193 standards, or requirements of state law or regulations, of Agency policies and procedures, or of
194 any requirements of this agreement. Suspension is not necessarily a condition precedent to
195 revocation, or non-renewal.

196 8.2 Before revocation or non-renewal, the Agency shall give written notice to the Provider specifying
197 why such action is contemplated and give the Provider a reasonable period to cure (not more
198 than thirty (30) days) to comply with the provisions in question (if applicable) or to show cause
199 against such action.

200 8.3 Should Provider fail to show just cause against such action a hearing shall be set by Agency.
201 Hearings conducted pursuant to this agreement shall be conducted before a hearing officer
202 designated by the Agency Board of Supervisors. At the conclusion of said hearings the hearing
203 officer shall submit within seven (7) days following the hearing, a written summary of the evidence
204 and proposed findings and conclusions for considerations by the Agency. The Provider and Agency
205 agree to bear their own costs and expenses incurred in connection with such a hearing.

206 8.4 In hearings conducted pursuant to this agreement, evidence must be relevant, and of such nature
207 as responsible persons are accustomed to rely on in the conduct of serious affairs. So far as
208 practical, the hearing shall be conducted under section 11513 of the Government Code and
209 witnesses may be examined under Section 776 of the Evidence Code.

210 8.5 The Agency shall issue a written decision within thirty (30) days after conclusion of the hearing.
211 This decision may be appealed to the Board of Supervisors of the Agency in writing, within fifteen
212 (15) days of the receipt of the decision and must be heard and decided by the Board within thirty-
213 five (35) days of the receipt of the written appeal.

214 **9. AGREEMENT TERM AND MODIFICATION**

215 9.1 The term of this agreement shall begin on, August 1, 2024, and remain in effect until July 31, 2026
216 unless this agreement is otherwise terminated as allowed by this agreement.

217 9.2 The Agreement may be changed, renewed, canceled, or otherwise modified at any time by mutual
218 written executed agreement of the parties hereto upon the approval of Agency Board of Directors
219 or as otherwise specified in this agreement.

220 9.3 The provider or Agency may terminate this Agreement upon ninety (90) days written notice to
221 the other party to this Agreement.

222 9.4 Neither AGENCY nor PROVIDER shall assign this AGREEMENT to any other party without obtaining
223 the prior written consent of all other parties to this AGREEMENT.

224 **10. COMPLAINTS**

225 The Agency shall notify the Provider of any complaints received by this office. The Agency shall
226 investigate the complaint to determine whether the complaint is valid and whether it relates to
227 compliance with this Agreement.

228

SIGNATURE PAGE

229


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

230

231

STANISLAUS COUNTY

REACH Air Medical Services, LLC


Signed: 
Name: Chad R. Braner
Title: Director, Stanislaus County EMS Agency

Signed: 
Name: Sean T. Russell
Title: President

Date: 8/1/2024

Date: 8/1/2024

APPROVED AS TO FORM

Signed: 
Name: Lori Sicard
Title: County Counsel, Stanislaus County

Date: 8-1-24