

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.8  
(ID # 24018)

**MEETING DATE:**  
Tuesday, January 30, 2024


**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the Agreements with California Highway Patrol (CHP) and REACH Air Medical Services providing Helicopter Emergency Medical Services (HEMS) for Riverside County Emergency Medical Services for the period of February 1, 2024, through January 31, 2029. All Districts. [Total Cost \$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreements with California Highway Patrol (CHP) and REACH Air Medical Services for Riverside County emergency medical assistance for the period of February 1, 2024 through January 31, 2029, and authorize the EMD Director to sign the Agreement on behalf of the County;
2. Authorize the EMD Director to sign amendments to the agreements that exercise the options of each agreement, including modifications of the statement of work that stay within the intent of the agreement, as approved by County Counsel; and
3. Authorize the EMD Director to sign amendments to the agreements that extend the term for a period of up to 5 years, as approved by County Counsel.

**ACTION:**

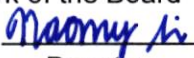
  
Bruce Barton, EMD Director 1/22/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 30, 2024  
xc: EMD

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24-28/29</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Riverside County Emergency Medical Services Agency (REMSA) utilizes Helicopter Emergency Medical Services in accordance with the California Health and Safety Code, Division 2.5; in addition, Health and Safety Code section 1797.218; California Code of Regulations (CCR), Title 22, Division 9, Chapter 8: Prehospital EMS Aircraft Regulations; and County Ordinance No. 756.1 give REMSA exclusive authority to authorize and establish criteria for an air ambulance program, which provides services utilizing Air Ambulance Services and ensures the best outcome for patients in Riverside County.

The purpose of the Agreement is to comply with CCR Title 22 regarding the integration of HEMS into Riverside County EMS pre-hospital patient transportation system. The Agreements provide guidance and documents agreement on aspects for general support of EMS operations where HEMS may be requested to respond for emergency medical assistance. REMSA agrees to respond with emergency ambulances, including Advanced Life Support (ALS) ambulances as needed and available to take over patient care from HEMS and provide medical transport to the nearest hospital. HEMS does not have ground medical transport capability and therefore REMSA has readily available ground EMS Transport capability through the County's contract with American Medical Response Ambulance Services, Inc. (AMR) for emergency ambulance services.

**Impact on Residents and Businesses**

REMSA is dedicated to providing emergency medical services in support of the public health and welfare of the residents of Riverside County. Such medical assistance is particularly enhanced by the use of certified emergency medical response personnel such as that of HEMS.

**Additional Fiscal Information**

HEMS is responsible for providing all EMS supplies and emergency medical response equipment that are required to support the medical response tasking. REMSA's responsibility is to provide medical direction and protocols.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

ATTACHMENTS:

1. REMSA-REACH Air Ambulance Agreement
2. REMSA CHP Agreement

  
Rebecca S Cortez, Principal Management Analyst 1/22/2024

  
George Trindle, Chief ASST COUNTY COUNSEL 1/22/2024

**Agreement between the  
RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES AGENCY, hereinafter referred to as  
"REMSA," and  
CALIFORNIA HIGHWAY PATROL, hereinafter referred to as "CHP"**

**SCOPE OF SERVICES**

**I. PROGRAM LOCATION(S)**

**Title and Name:** Captain Fabio Serrato, Commander  
**Program Name(s):** California Highway Patrol (CHP)  
**Street Address:** 601 N. 7<sup>th</sup> Street  
**City and Zip Code:** Sacramento, CA 95811

**II. SERVICE PERFORMANCE MONITOR**

**Title and Name:** EMS Administrator  
**Organization:** REMSA  
**Street Address:** 450 East Alessandro Blvd.  
**City and Zip Code:** Riverside, CA 92508

**III. DESCRIPTION OF SERVICES:**

Advanced Life Support ("ALS") providers are responsible for providing emergency prehospital patient care and/or transporting prehospital patients from the scene of an emergency to acute care hospitals within an organized EMS system, in accordance with California Health and Safety Code Division 2.5, Section 1797 et seq., California Code of Regulations, Title 22, Division 9, and emergency medical services policies and procedures established by the REMSA.

**CHP shall:**

1. Administrative
  - A. Maintain the legal capacity to contract with the REMSA including, but not limited to:
    - a. Providing all REMSA contract required documents.
  - B. Maintain organization and staffing for implementing and operating this agreement.
2. Service Operations
  - A. May provide ALS services on a continuous twenty-four (24) hours per day basis, as determined by the CHP and in the best interest of the public.
    - a. Maintain hours of operations as described in the current ALS Provider Application submitted to the REMSA.
    - b. Notify the REMSA in advance when hours of operation change for any period longer than twenty-four (24) hours.
  - B. Use and maintain two-way communications equipment between hospitals and field units as specified and approved by the REMSA.
  - C. Respond to dispatches from CHP Communications Center and/or authorized public safety answering points (PSAPs), as required by the REMSA.
  - D. Ensure that CHP staff completes required incident reporting within the required timeframes as required by statutes, regulations and REMSA policies.

3. Policy/Procedures
  - A. Provide ALS services in accordance with California State Law and REMSA policies, procedures, and protocols.
4. Data Reporting
  - A. Use an electronic patient care report platform with data reporting capabilities as required by the REMSA.
  - B. Comply with REMSA requests for data submission or collection of information for purposes of a clinical or operational investigation as requested by the REMSA in the requested time period.
  - C. Utilize a data reporting system that will collect, integrate, and report data and comply with the technical specifications required by the REMSA identified vendor.
  - D. Provide Patient Care Reports, Mass Casualty Incident Reports and future program reporting which will be determined by the Emergency Medical Services Quality Improvement Program (“EMSQIP”).
  - E. Submit data electronically as required by REMSA directly to the REMSA data vendor. The frequency of data submission will be determined through the EMSQIP but no less than quarterly upon development of the data elements.

**REMSA shall:**

1. Administrative
  - A. Designate and maintain CHP, who has met the State of California and REMSA ALS provider criteria, as an approved ALS provider.
  - B. Monitor the agreement and ensure the CHP complies with the scope of services as above.
2. Service Operations
  - A. Perform or delegate annual inspections of ALS provider equipment to ensure compliance with California State law and REMSA policy.
3. Data Reporting
  - A. Provide CHP data vendor information including points of contact for data submission requirements.

**IV. REMSA EMS PLAN:**

1. The CHP and the REMSA will abide by the California State EMS Authority approved REMSA EMS Plan.
2. This agreement does not confer any rights, privileges or ownership to the CHP to provide services and/or respond to medical emergencies requested through the 9-1-1 emergency telephone number, or any other source in the State of California.

**V. PROGRAM REPRESENTATIVES:**

The program representatives during the term of this agreement are:

**REMSA**  
EMS Administrator  
REMSA  
Phone: 951-358-5029  
Email: REMSA-Contracts@rivco.org

**CHP**  
Office of Air Operations Commander  
Captain Fabio Serrato, Commander  
Phone: 916-843-3300  
Email: fserrato@chp.ca.gov

**VI. COMMUNICATION/POINTS OF CONTACT:**

AREA	REMSA CONTACT	CHP CONTACT
<b>ALS Provider Liaison</b>	ALS Permit Officer 450 East Alessandro Blvd. Riverside, CA 92508 951-358-5029	Officer Whitney Lowe 601 N. 7 <sup>th</sup> Street Sacramento, CA. 95811 916-843-3300 wlowe@chp.ca.gov
<b>Problem Resolution</b>	Duty Officer 450 East Alessandro Blvd. Riverside, CA 92508 951-358-5029 951-712-3342 after hours, nights, & wknds	Officer Whitney Lowe 601 N. 7 <sup>th</sup> Street Sacramento, CA. 95811 916-843-3300 wlowe@chp.ca.gov
<b>Data Reporting/QIP Liaison</b>	Clinical Manager; Specialty Care 450 East Alessandro Blvd. Riverside, CA 92508 951-358-5029	Officer Whitney Lowe 601 N. 7 <sup>th</sup> Street Sacramento, CA. 95811 916-843-3300 wlowe@chp.ca.gov
<b>Contract Coordinator</b>	EMS Administrator 450 East Alessandro Blvd. Riverside, CA 92508 951-358-5029	Officer Whitney Lowe 601 N. 7 <sup>th</sup> Street Sacramento, CA. 95811 916-843-3300 wlowe@chp.ca.gov

**VII. INSURANCE REQUIREMENTS:**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this agreement is a material breach of contract and is grounds for termination of the agreement.

**VIII. BUDGET REQUIREMENTS:**

1. There is no monetary compensation under the terms of this agreement.

**IX. LICENSING, CERTIFICATION AND PERMITS:**

1. The CHP agrees to furnish professional personnel in accordance with all Federal, State, County and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or the REMSA. The CHP shall operate continuously throughout the term of this agreement with at least the minimum staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
2. The CHP shall make available, upon request of the REMSA, a list of the persons who will provide services under this agreement. The list shall state the name, title, professional degree, licensure, certification, and

work experience of such persons.

**X. CONFIDENTIALITY:**

1. The CHP is subject to, and agrees to comply and require its employees to comply with the provisions of Sections 827, 5328, I 0850 and 17006 of the Welfare and Institutions Code, Division I 9-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
  - A. All applications and records concerning an individual made or kept by the CHP, REMSA, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
  - B. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by the CHP to third parties without REMSA consent or the consent of the applicant/recipient.
2. The CHP agrees to inform all employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

**XI. INDEMNIFICATION:**

1. To the extent permitted by law, the CHP shall defend, indemnify, and save harmless the REMSA and all REMSA appointees, officers, and employees from and against any and all claims, suits, or actions for “injury” (as defined by Government Code section 810.8) arising out of the performance of this agreement, but only in proportion to and to the extent that the injury is caused by the negligent or intentional acts or omissions of the CHP or its appointees, officers, or employees, during the course and scope of this agreement.
2. To the extent permitted by law, REMSA shall defend, indemnify, and save harmless the CHP and all CHP appointees, officers, and employees from and against any and all claims, suits, or actions for “injury” (as defined by Government Code section 810.8) arising out of the performance of this agreement, but only in proportion to and to the extent that the injury is caused by the negligent or intentional acts or omissions of the REMSA or its appointees, officers, or employees, during the course and scope of this agreement.
3. Neither termination of this agreement nor completion of the acts to be performed under this agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this agreement and prior to the effective date of termination or completion.

**XII. TERM:**

1. The term of agreement shall begin when this agreement is executed by the parties and shall continue until January 31, 2029, or until terminated pursuant to Section XIII.

**XIII. TERMINATION:**

1. Notwithstanding the foregoing term, this agreement may be terminated at an earlier time as follows:
  - A. Immediately by REMSA upon written notice for non-compliance with the provisions of this

- agreement or violation of REMSA protocols, policies, procedures or operational agreements;
- B. By either party upon ninety (30) days' written notice to the other party;
- C. Both parties may agree in writing to terminate this agreement in a mutually satisfactory manner.
- D. In the event of any termination of this agreement, both parties shall retain any rights they had under the EMS Act prior to entering into the agreement.

**XIV. ENTIRE AGREEMENT; AMENDMENTS:**

- 1. This agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This agreement may only be modified by a writing signed by both parties.

**XV. GOVERNING LAW:**

- 1. This agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

**XVI. NO THIRD-PARTY BENEFICIARIES:**

- 1. There are no third-party beneficiaries of any right or obligation assumed by the parties.

**XVII. COUNTERPARTS:**

- 1. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

*(Signatures on next page)*



**APPROVED:**

**COUNTY:**

Signature: \_\_\_\_\_

Print Name: Chuck Washington

Title: Chair, Board of Supervisors

Dated: \_\_\_\_\_

**PROVIDER:**

Signature: \_\_\_\_\_

Print Name: Fabio Serrato

Title: Captain, CHP Air Operations Commander

Dated: \_\_\_\_\_


ATTEST:

Kimberly Rector  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By:   
Melissa R. Cushman  
Deputy County Counsel

**ADVANCED LIFE SUPPORT (ALS) AIR AMBULANCE AGREEMENT**  
**BY AND BETWEEN REACH AIR MEDICAL SERVICES, LLC**  
**AND COUNTY OF RIVERSIDE**

This Air Ambulance Agreement (“Agreement”) dated February 1, 2024 (“Effective Date”), is hereby made and entered into by and between REACH Air Medical Services, LLC (“Provider”), and the County of Riverside (“County”), a political subdivision of the State of California, on behalf of its Riverside County Emergency Medical Services Agency (“REMSA”). County and Provider are sometimes individually referred to as “party” and collectively as “parties.” County and REMSA are sometimes referred to interchangeably.

**RECITALS**

A. Pursuant to the California Health and Safety Code, Division 2.5, the Local Emergency Medical Services Agency (“LEMSA”) has the exclusive authority to determine the providers of Air Ambulance Services within its jurisdictional limits, and to determine emergency air ambulance service operating areas within such jurisdictional limits, subject to certain statutory exceptions. In addition, Health and Safety Code section 1797.218; California Code of Regulations, Title 22, Division 9, Chapter 8: Prehospital EMS Aircraft Regulations; and County Ordinance No. 756 give REMSA exclusive authority to authorize and establish criteria for an Air ambulance program, which provides services utilizing Air Ambulance Services.

B. Nothing in this Agreement shall be construed to abrogate or diminish any rights either party may have under the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (“EMS Act”), Health and Safety Code section 1797 et seq., prior to the effective date or after the termination of this Agreement.

C. Definitions: The definitions set forth in Exhibit A shall apply to this Agreement.

D. The purpose of this Agreement is:

1. Subject to the terms and conditions set forth herein, to authorize REACH Air Medical Services, LLC as a provider of Air Ambulance services within Riverside County jurisdictional boundaries, as they exist now or may be modified in the future, and other areas of Riverside County as needed for mutual aid requests, plans and/or agreements.

2. To assure the Air Ambulance Services supplied by the Provider are integrated into the County EMS system and codified in the County's EMS Plan in compliance with medical control policies, protocols and procedures established by REMSA and in compliance with State, County and local laws.

### **OPERATIVE PROVISIONS**

Now therefore, for good and valuable consideration the adequacy of which the parties acknowledge, the parties agree as follows:

#### **Section 1. County's Authorization of REACH Air Medical Services, LLC as an Air Ambulance Provider.**

County hereby authorizes REACH Air Medical Services, LLC to provide Air Ambulance in the County of Riverside, and it shall be so codified in the County's EMS Plan. County also authorizes Air Ambulance Services to other areas of Riverside County as needed for mutual aid requests, plans and/or agreements. County further agrees to be bound by, implement, and perform the Operational Standards applicable to the County as set forth in Exhibit B.

#### **Section 2. Provider's Obligation as an Air ambulance Service Provider.**

As a condition for County's authorization to REACH Air Medical Services, LLC, to provide Air Ambulance in the County of Riverside, Provider represents and agrees:

- a. That such services will be performed in accordance with all applicable federal, state, and County laws, rules, regulations, and REMSA protocols, policies, and procedures (the current version and future revised versions of the REMSA Policy Manual are available at <http://tinyurl.com/remsa-policy-manual>) which directly relate to EMS Aircraft Operations, Equipment and Personnel, including but not limited to, the requirements set forth in Exhibit B – Operational Requirements and Exhibit C – Air Service Provider Standards of this Agreement;
- b. To cooperate with REMSA's representatives relating to Provider's performance as an Air Ambulance Provider and REMSA's oversight for the County's EMS system including, but not limited to, the utilization and submittal of required patient care, continuous quality

improvement and operational performance reports, and cooperating with REMSA investigations of EMS related incidents;

- c. That it shall not be entitled to, or demand, any compensation from County for services rendered pursuant to Provider's designation as an Air Ambulance Provider as stated in this Agreement; and
- d. That it will cooperate and participate with REMSA and other EMS System participants, subject to adequate, to achieve the goals and objectives of the EMS System Strategic Plan.

### **Section 3. Modifications**

The parties agree that obligations as set forth in Exhibit B and Exhibit C may be modified by written agreement of Provider and REMSA's EMS Administrator, or as applicable under law by update or implementation of REMSA policies, protocols, and procedures.

### **Section 4. Term.**

The term of Agreement shall begin when this Agreement is executed by the parties and shall continue until January 31, 2029. Thereafter, this Agreement shall be extended automatically to coincide with time extensions of the Agreement between the County and the Provider.

### **Section 5. Termination.**

Notwithstanding the foregoing term, this Agreement may be terminated at an earlier time as follows:

- a. Immediately by REMSA upon written notice for non-compliance with the provisions of this agreement or violation of REMSA protocols, policies, procedures, or operational agreements if provider fails to cure such default within thirty (30) days of receiving notice of default from REMSA;
- b. By either party upon ninety (90) days' written notice to the other party; or
- c. Both parties may agree in writing to terminate this Agreement in a mutually satisfactory manner.
- d. In the event of any termination of this Agreement, both parties shall retain any rights they had under the EMS Act prior to entering into the Agreement.

### **Section 6. Independent Contractor Status**

Each party shall be solely responsible for its own employees. Each party shall pay all

wages, salaries, overtime, benefits, and other amounts due to their own personnel pursuant to applicable law and in connection with any and all services under this Agreement. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one party shall not be deemed employees of the other for any purpose. Each party shall defend, indemnify, and hold harmless the other party from and against any and all expenses or liabilities of any kind arising from or incident to any claim by any employee of the indemnifying party or any governmental agency relating to wages, salaries, overtime, benefits, or other obligations of the indemnifying party to any employee thereof.

**Section 7. Notices**

All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other addresses as the respective parties may provide in writing for this purpose:

**Provider:** REACH Air Medical Services, LLC  
8880 Cal Center Dr., Suite 125  
Sacramento, CA 95826  
Attn: Region President

With a copy to:

Law Department  
c/o Global Medical Response, Inc.  
6501 S. Fiddlers Green Circle, Suite 100  
Greenwood Village, CO 80111

**County:** Riverside County EMS Agency  
450 E. Alessandro Blvd.  
Riverside, California 92508  
Attn: EMS Administrator

With a copy to:

Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501

Such notices may be provided by personal delivery, by first class mail, by express delivery or by facsimile transmission. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **Section 8. Cooperation and Further Acts**

The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

#### **Section 9. Non-Discrimination**

Provider agrees to not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group or gender identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, physical or mental handicap, or any other class protected by applicable federal, state, or local law, including County of Riverside Board Policy No. A-73, and agrees to comply with all requirements of the law regarding non-discrimination.

#### **Section 10. Hold Harmless/Indemnification**

Provider shall indemnify and hold harmless County, its special districts, and agencies, including their officers, employees, and representatives (collectively "County Indemnitees") from any liability, claim, damage, or action related to or arising from any activities of the Provider, its officers, employees, or representatives liability arising out of or in any way related to its involvement with this Agreement, including but not limited to property damage, personal injury, or death. Provider shall defend County Indemnitees at its sole expense, all costs and expenses including, but not limited to, attorneys' fees, investigation costs, settlements or awards in any claim or action for which indemnification is required.

#### **Section 11. Insurance**

Without limiting or diminishing the Provider's obligation to indemnify or hold the County harmless, Provider shall procure and maintain or cause to be maintained, at its sole

cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section for all insurance coverages, the Provider herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the Provider has employees as defined by the State of California, the Provider shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The Provider provides a self-insured program to five hundred thousand dollars (\$500,000). Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Provider's performance of its obligations hereunder. Policy shall name the County as Additional Insured. The Provider provides a self-insured program to two hundred fifty thousand dollars (\$250,000). The Provider's insurance coverage has a \$5M general aggregate and the Policy's limit of liability shall not be less than three million dollars (\$3,000,000) per occurrence combined single limit.

C. Aircraft Hull and Liability:

The Provider's Policy provides fifty million dollars (\$50,000,000) per occurrence limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

D. Cyber Liability Coverage:

Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to person or damages to property which may arise from or in

connection with the performance of the work hereunder by Provider, its officers, agents, representatives, or employees. Provider shall procure and maintain for the duration of the Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Such Cyber Liability Insurance shall have limits of not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this agreement and shall include claims involving infringement of intellectual property (excluding trade secret and patent infringement), including infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties where insurable by law as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. Professional Liability

Provider shall maintain Professional Liability Insurance and separate Professional Liability is not provided for the Provider's performance of work included within this Agreement, with a limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate. If Provider's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and the Provider shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that the Provider has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

Failure on the part of the Provider to produce or maintain required insurance or the self-insurance program shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.



F. General Insurance Provisions - All lines:

- 1) The Provider must declare its insurance self-insured retention for each coverage required herein. The Provider provides a self-insured CGL program to two hundred fifty thousand dollars (\$250,000), PL Program three million dollars (\$3,000,000). If any such self-insured retention exceeds five hundred thousand dollar (\$500,000.00) per occurrence each such retention shall have the prior written consent of the County Risk Manager before commencement of operations under this agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County Risk Manager, Provider shall procure a bond which guarantees payment of losses and reacted investigations, claims administration, and defense cost and expenses.
- 2) Provider shall cause Provider's insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the County of Riverside prior to, cancellation, expiration of such insurance. In the event of cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Provider shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 3) It is understood and agreed to by the parties hereto that the Provider's insurance

shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- 4) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Provider has become inadequate.
- 5) Provider shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Agreement.
- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 7) Provider agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**Section 12. Entire Agreement; Amendments**

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

**Section 13. Governing Law**

This Agreement shall be governed by the laws of the State of California. Venue shall be in a court of competent jurisdiction in Riverside County, and the parties waive any provision of law providing for a change of venue to another location.

**Section 14. Successors and Assigns**

This Agreement shall be binding on the successors and assigns of the parties.

**Section 15. Assignment or Transfer**

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

#### **Section 16. Construction, References and Captions**

Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work-days. All references to any party shall include all officials, officers, employees, and agents of that party, except as otherwise specified in this Agreement. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

#### **Section 17. Waiver**

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give any other party any contractual rights by custom, estoppel, or otherwise.

#### **Section 18. No Third Party Beneficiaries**

There are no third party beneficiaries of any right or obligation assumed by the parties.

#### **Section 19. Invalidity and Severability**

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any party,

such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

#### **Section 20. Authority to Execute Agreement**

Each party warrants it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who have signed this Agreement have the legal power to make this Agreement and bind each respective party hereto.

#### **Section 21. Counterparts and Signatures**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

#### **Section 22. Airline Deregulation Act and Federal Aviation Administration Requirements**

Provider shall maintain operational control of the aircraft used in the service of this PERMIT 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 Provider's pilot and director of operations are satisfied, at their sole discretion, that the pilot

is fit; the aircraft is mechanically sound and properly loaded; and the weather, landing zone, airstrip, airport, and any other conditions necessary for a safe flight are deemed acceptable. Any terms in this Permit that are in conflict with, interfere with or different than FAR Part 135, FAA directives, FAA policies or the Airline Deregulation Act shall be deemed unenforceable.

*(Signatures on next page)*

**Approved:**

**COUNTY:**

**PROVIDER:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Chuck Washington

Print Name: Sean Russell

Title: Chair, Board of Supervisors

Title: Region President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

Kimberly Rector  
Clerk of the Board

By: \_\_\_\_\_

Deputy

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel

By: 

Melissa R. Cushman  
Deputy County Counsel

## **Exhibit A**

### **Definitions**

1. Advanced life support (ALS) - Shall mean 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 or utilizing approved prehospital treatment protocols or standing orders as part of the local EMS system at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital (Health & Safety Code).
2. Air Ambulance – Means any aircraft specifically constructed, modified, or equipped, and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients.
3. Air Ambulance Providers – Shall mean an air transportation service permitted and contracted to operate within the County of Riverside to provide Air Ambulance Services.
4. Ambulance Services – Shall mean the activity, business, or service for hire, profit, or otherwise of transporting one (1) or more persons by ambulance upon any of the streets, roads, highways, alleys, or any public way or place whether ALS, BLS, CCT, or Air Ambulance.
5. Emergency Medical Services (EMS) – Shall mean the services utilized in response to a medical emergency.
6. EMS Plan – Shall mean a plan for the delivery of emergency medical services consistent with state guidelines and approved by the EMS Authority pursuant to the California Code of Regulations, Title 22.
7. EMS Quality Improvement Program (EQIP) – Shall mean system-wide quality improvement planning and activities as stated in the plan submitted by REMSA and approved by the California EMS Authority pursuant to the California Code of Regulations, Title 22.
8. County EMS System or EMS System - Shall mean the specifically organized system which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within the county.
9. EMS System Strategic Plan – Shall mean the strategic plan developed by REMSA with input from EMS system stakeholders. The plan is accessible at <https://rivcoready.org/remsa/documents>.

10. Flight Crew – As defined in the HEMS policy in the REMSA policy manual under the minimum staffing requirements.
11. Preceptor- An experienced practitioner who provides supervision during clinical practice and facilitates the application of theory to practice for new hire or remedial staff learners. A preceptor works with the learner for a defined period of time to assist the learner in acquiring new competencies required for safe, ethical, and quality practice. They assist the learner by setting expectations, providing effective feedback about their performance, and providing appropriate opportunities to meet their learning objectives.



## **EXHIBIT B**

### **OPERATIONAL REQUIREMENTS**

**Provider shall:**

1. Provide continuous twenty-four (24) hour per day Air Ambulance Services for their designated service area, excluding times out of service from maintenance, inclement weather, staffing, or other air operational necessities.
2. Report out of service times, due to maintenance and staffing shortages, to the EMS agency and the Emergency Command Center (ECC).
3. Comply with County's requirements for the implementation of EMS Quality Improvement Program (EQIP), including the designation of a qualified person to supervise the EQIP;
4. Appoint an Air Program Coordinator to serve as a liaison with County and other County EMS system service providers, and to act on Provider's behalf in the administration of this Agreement;
5. Comply with REMSA system protocols, policies, procedures, and performance standards (the current version and future revised versions of the REMSA Policy Manual are available at: <http://tinyurl.com/remsa-policy-manual>);
6. Notify REMSA within one business day of any potential complications or therapeutic misadventure related to the following procedure: 1. Any emergency airway management performed on the scene of emergency response including any rapid sequence intubation. 2. Any pediatric intubation as defined in REMSA protocols. The notification should include immediate transmission of relevant medical records and PCR's completed by the air provider
7. Complete transmission of all patient care records to REMSA approved ePCR system immediately on completion of the records but no later than 24 hours after the time of incident.
8. Participation in all REMSA quality improvement committees related to review of any HEMS incident or patient care issues.
9. Paramedics on HEMS resources must follow all REMSA protocols and will remain under the direct medical control of REMSA and its medical director.
10. Notify County in a timely manner of significant or continuing service performance problems, including but not limited to: (1) base hospital complaints; (2) changes in the status of certified/accredited personnel (e.g., termination, classification, etc.); (3) changes in station location(s); (4) radio frequency interference which causes operational problems; (5) and local emergencies/disasters which causes operational problems;

11. Ensure all appropriate employees and agents hold necessary certification, licenses, or accreditation and maintain the records of such that they comply with all training requirements as required by applicable state and federal law, regulation, policy and protocol;
12. Meet the Air Ambulance Service Provider Standards as stipulated in Exhibit C of this document or as they may be subsequently established or modified from time to time by REMSA policy;
13. Strive to ensure a positive, communicative, and effective working relationship with County and partner agencies.
14. Shall provide Automatic Vehicle Location (AVL) specific and relevant to Riverside County to REMSA designated PSAP.
15. Shall operate under the Public Safety Enterprise Communication (PSEC) radio system, provided, Provider's aircraft has the technical capability and there is not an excessive cost to the Provider to purchase, install and/or otherwise maintain
16. Shall participate in the Inland Empire Public Safety Operations Platform (CAD-to-CAD) with CONFIRE provided Providers CAD has the technical capability and there is not an excessive cost to the Provider to purchase, install and/or otherwise maintain.

**County shall:**

1. Provide Provider with adopted protocols, policies and procedures relating to emergency medical care, and agrees to provide Provider with any revisions or additions following approval by the County;
2. Involve Provider in the County's EMS Quality Improvement Program (EQIP);
3. Communicate as necessary with Provider's Medical Advisor and/or Air Program Coordinator.
4. Schedule mutually acceptable periodic visits by County staff with Provider's staff to ensure compliance with local polices and/or procedures related to the Agreement which fall within the jurisdiction of REMSA;
5. Strive to ensure a positive, communicative, and effective working relationship with Provider.
6. Designate the Provider as an authorized Air Ambulance Service Provider in the County's EMS Plan;
7. Notify the Provider of any proposed or required changes to the County EMS plan and provide the Provider with an opportunity to provide input prior to submission; and
8. Subject to adequate available funding, provide the approved electronic patient care report (ePCR) software to the Provider and require its use.

9. For all HEMS 9-1-1 request, be dispatched through REMSA designated Public Safety Answering Point (PSAP).

**EXHIBIT C**

**AIR SERVICE PROVIDER STANDARDS**

1. Medical Control

Overall medical control of Emergency Medical Service (EMS) provider personnel shall be according to the policies and procedures of the REMSA Medical Director. On-line medical direction shall be provided to EMS provider personnel by Base Hospital physicians or mobile intensive care nurses according to the policies and procedures of the Riverside County EMS Agency (REMSA) Medical Director. Retrospective medical control shall be provided according to the standards set for by the REMSA Medical Director through EQIP, California Code of Regulations, Title 22, Section 100400), including continuing education programs, conducted cooperatively by the City, REMSA, and the Base Hospitals.

2. Training/Education/Certification/Accreditation/Reverification

All paramedic personnel employed or utilized by Provider must be accredited by REMSA to practice within Riverside County.

a. Continuing Education Records

The Provider agrees to maintain records of continuing education for its EMS employees for a minimum of four (4) years.

b. Field Care Audits

The Provider agrees to work cooperatively with the Hospitals and REMSA in identifying educational opportunities, assisting with field care audits, continuing education classes and programs.

c. Mandatory Education for Local Paramedic Accreditation

The Provider agrees to cooperate fully with REMSA to notify and ensure completion by paramedics of mandatory education programs.

d. Mandatory Policy Update/Change Education

The Provider agrees to support the annual participation and completion of the REMSA Mandatory Policy Update/Change (PUC) Education for all medical providers employed

e. EQIP Specialty Education Programs.

The Provider agrees to ensure through its EQIP program that all personnel meet REMSA policy requirements for Air Ambulance Services. As identified by the Provider and the REMSA (EQIP), competency and performance-based continuing education/training shall be developed, delivered, and evaluated.

3. Flight Crew interview by REMSA - the Provider will cooperate fully with County in the coordination of any interviews of an employee of Provider by REMSA subject to applicable laws.
4. Preventative Health Care Immunizations  
Provider agrees to make available to prehospital personnel, at no cost to the employee the following immunizations and communicable disease testing:
  - a. Tuberculosis PPD test semi-annually
  - b. Hepatitis B
  - c. Influenza immunizations annually
  - d. Measles Mumps and Rubella (MMR)
  - e. Varicella (Chickenpox)
  - f. Tetanus, Diphtheria and Pertussis (Tdap)
5. Infection Control  
Provider agrees to have written infection control policies and procedures reviewed by the County Health Officer or his/her designee. Testing and counseling services shall be provided to employees at no cost for employees exposed to serious infectious diseases. The Provider agrees to report any known employee exposures to serious infectious diseases to the County Health Officer or his/her designee. The Provider is required to specify a Designated Officer who will be the point of contact for suspected exposures.
6. Key Personnel  
Provider agrees to have key personnel in the following functions. Personnel assigned these functions shall be submitted in writing to REMSA within sixty (60) days of signing of Agreement. Any changes that occur must be submitted to REMSA within 5 (five) days of the change. The provider is not required to have an employee solely dedicated to each function. Key job functions shall be the following:
  - a. ALS Program Coordinator - appoint an appropriate individual to serve as a liaison with REMSA and other County EMS system service providers and represent Provider in the administration of this Agreement.
  - b. EQIP Coordinator/Officer- responsible for the development, maintenance and required reporting of the EQIP. This individual will ensure core values and standards of care are maintained by all ALS personnel. This individual will be responsible for investigating clinical issues per the approved EQIP plan and the policies, procedures, and protocols of REMSA as approved by the REMSA Medical Director.
  - c. Infection Control Officer – Provider agrees to designate an individual as the point of contact to work cooperatively with the medical/health community to ensure appropriate follow-up and documentation of employee and patient exposures.

7. Patient Medical Records, EMS System Data Submission and Research

The Provider willingly agrees to complete a patient care report for every EMS response utilizing the REMSA approved electronic patient care report (ePCR) that includes integration of Computer Aided Dispatch (CAD) data. The Provider also agrees to provide data as reasonably requested by REMSA for focused CQI audits and collaborate with REMSA on approved research projects.

8. System Wide Integrated Education Training

Provider agrees to work with REMSA, Base Hospitals, paramedic education/training programs and other EMS providers to develop and implement education/training initiatives designed to improve the continuity of patient care and interoperability amongst EMS system partners.

9. Confidentiality

Provider agrees to have a program for maintaining the confidentiality of protected patient healthcare information consistent with the requirements of HIPAA and REMSA policy.