

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



ITEM: 3.5
(ID # 24576)

MEETING DATE:
Tuesday, April 09, 2024


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve the Agreement with Mercy Air Methods, LLC. 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. Ratify and Approve the Agreement with Mercy Air Methods, LLC. 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.

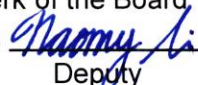
ACTION:


Bruce Barton, EMD Director 3/25/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez 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: April 9, 2024
xc: EMD

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

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

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.

ATTACHMENTS:

1. Air Methods LLC Air Ambulance Agreement

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

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 4/4/2024

George Trindle
George Trindle, Chief ASST COUNTY COUNSEL 4/3/2024

CLERK'S COPY

Air Methods, LLC - Air Medical Provider #EMARC-2003-01729
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**ADVANCED LIFE SUPPORT (ALS) AIR AMBULANCE AGREEMENT
BY AND BETWEEN AIR METHODS
AND COUNTY OF RIVERSIDE**

This Air Ambulance Agreement ("Agreement") dated February 1, 2024 ("Effective Date"), is hereby made and entered into by and between Air Methods, LLC, a Delaware limited liability company registered to do business in the State of California, including its affiliates ("Provider" or "Air Methods"), 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 Air Methods as a provider of Air Ambulance service 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 Air Methods as an Air Ambulance Provider.

County hereby authorizes Air Methods to provide Air Ambulance Services 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 Provider to provide Air Ambulance Services 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 solely 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 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 permitted under law by update or implementation of REMSA policies, protocols, and procedures.

Section 4. Term.

The term of this Agreement is from February 1, 2024, through January 31 2029, unless terminated earlier. 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: Air Methods, LLC.
5500 S. Quebec St., Ste. 300
Greenwood Village, CO 80111
Attn: Vice President, PacWest Region

With a copy to:

5500 S. Quebec St., Ste. 300
Greenwood Village, CO 80111
Attn: Legal Department

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
Attn: Deputy County Counsel

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 and appropriate to comply with applicable law.

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 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, claim, damage or action to the extent related to or arising from the negligence or willful misconduct of the Provider, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to its involvement with this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Provider, its officers, employees, subcontractors, agents or representatives from this Agreement. Provider shall defend County Indemnitees at its sole expense, all costs and expenses of the foregoing liability, claim, damage, or action, including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Provider, Provider shall, at their sole cost, have the right to use counsel of their own choice 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 Provider's indemnification to Indemnitees as set forth herein.

Provider's obligation hereunder shall be satisfied when Provider has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Provider's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Section 11. Insurance

Without limiting or diminishing the Provider's obligation to indemnify or hold the County harmless as set forth above in Section 10, 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 only, 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 as prescribed by the laws of the State of California. Policy shall include Employers' Liability 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. Policy shall name the County as Additional Insured. The Policy's limit of liability shall not be less than three million dollars

(\$3,000,000) per occurrence combined single limit. The Provider's Policy provides fifty million dollars (\$50,000,000) per occurrence limit.

C. Medical Malpractice

Provider shall maintain Medical Malpractice Insurance, 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 Medical Malpractice 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 beyond the term of this Agreement as long as Provider reasonably determines.

Failure on the part of the Provider to produce or maintain required insurance shall constitute a material breach of this Agreement and County may terminate or suspend this Agreement pursuant to Section 5.

D. Cyber Liability

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, 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, but not be limited to, claims involving 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 as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. General Insurance Provisions - All lines:

- 1) If applicable, the Provider must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, if applicable, and at the election of the County's Risk Manager, Provider shall procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 2) Provider shall cause Provider's insurance carrier(s) or broker(s) to furnish the County of Riverside with copies of Certificate(s) of Insurance and 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, or ten (10) days' notice for cancellation due to nonpayment of premium. In the event of cancellation, expiration, or reduction in coverage, this Agreement shall terminate following Provider's failure to cure such default following its receipt of notice pursuant to Section 5(a), unless the County of Riverside receives, prior to such effective date, the required Certificate of Insurance and copies of endorsements, 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 copies of Certificate(s) of Insurance and copies of endorsements, including all endorsements and any and all other attachments as required in this Section.*
- 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. Provider shall have no fewer than one hundred and eighty (180) days to comply with such adjustment.
- 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. Notwithstanding the foregoing, Provider may transfer this Agreement to a subsidiary, parent, affiliate, or pursuant to a merger or the acquisition or sale of substantially all of Provider's assets.

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; provided, however, that such representatives shall not be personally liable for any liability arising hereunder. 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 Agreement and shall control all aviation and related flight operations of the aircraft at all times. Provider, 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 Agreement 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:

Signature: _____

Print Name: Bruce Barton

Title: Director of Emergency Management

Dated: _____

PROVIDER:

Signature:  _____

Print Name: Jim Caryl

Title: VP, Customer Experience

Dated: 2/20/2024

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.
12. Unified local optional scope of practice (“SOP”) for HEMS- Standardized advanced scope of practice for qualified Paramedics who practice either on rotor or fixed wing aircraft. Ground ambulance paramedics are not approved to use this SOP in REMSA region. This uniform scope of practice is consistent throughout California, however, its use in Riverside County is contingent approval of the SOP by REMSA and HEMS providers compliance with the terms of this Agreement

EXHIBIT B

OPERATIONAL REQUIREMENTS

Provider shall:

1. Make commercially reasonable efforts to provide continuous twenty-four (24) hour per day Air Ambulance Services for their designated service area. Subject to the preceding sentence, safety, weather, mechanical, and standard operating procedures, at least one HEMS team must remain in service within the REMSA region at one of the Riverside County bases.
2. Report out of service times, due to maintenance and staffing shortages, and following EMS agency's prior written request for such information, provide to the EMS agency and the Emergency Command Center (ECC) information to the extent required by applicable law.
3. Comply with County's written 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 written 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, immediately following the Provider's actual awareness of complications and completion of any applicable investigation, with 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. If the PCR is not otherwise submitted to REMSA's ePCR system, the notification should include immediate transmission of relevant medical records and PCRs completed by the air provider.
7. To the extent required by applicable law, provide 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, as often as commercially reasonable, related to review of any HEMS incident or patient care issues; provided, however that REMSA shall provide prior written notice to Provider if Provider's case is expected to be reviewed.

9. To the extent required by applicable law, paramedics on Provider's aircraft 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) unusual occurrences in accordance with REMSA policies; (2) the termination of certified/accredited personnel including date of separation within sixty (30) days following termination, subject to County providing written instructions for such submissions to Provider; (3) radio frequency interference which causes operational problems; (4) and local emergencies/disasters which causes operational problems;
11. Use commercially reasonable efforts to notify County within five (5) days following a change to Provider's base location(s) within Riverside County.
12. Ensure all appropriate Provider 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;
13. 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 written REMSA policy in compliance with applicable law;
14. Strive to ensure a positive, communicative, and effective working relationship with County and partner agencies.

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. Following at least 5 days' prior notice, 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, subject to operational and safety constraints;
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).
10. Shall provide Automatic Vehicle Location (AVL) to REMSA designated PSAP and will operate under the Public Safety Enterprise Communication (PSEC) radio system.
11. Shall participate in the Inland Empire Public Safety Operations Platform (CAD-to-CAD) with CONFIRE.

EXHIBIT C

AIR SERVICE PROVIDER STANDARDS

1. Medical Control

Overall medical control of Emergency Medical Service (EMS) provider paramedics shall be according to the policies and procedures of the REMSA Medical Director. On-line medical direction shall be provided to EMS provider paramedics 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 EMS Quality Improvement Programs (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. Field Training Preceptors

Provider agrees to designate a sufficient number of field training preceptors who shall function as trainers and perform other duties on behalf of the Provider.

b. Continuing Education Records

The Provider agrees to maintain records of continuing education, to the extent such continuing education is required by Provider, for its EMS employees for a minimum of four (4) years.

c. 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.

d. 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.

e. 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

f. EMS Quality Improvement Program (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 Provider's prehospital employees, 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. Testing and counseling services shall be provided to employees at no cost for employees exposed to serious infectious diseases, which are required by law. The Provider agrees to report any known employee exposures to such 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 ten (10) business days following 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. EMS Quality Improvement Plan (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. Paramedic Education Preceptor- Provider agrees to designate a paramedic who shall function as the trainer/evaluator as described in their approved EQIP plan. This individual will provide for all in-house primary and continuing education/training.
- d. 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 current NEMSIS compliant 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.

**ADVANCED LIFE SUPPORT (ALS) AIR AMBULANCE AGREEMENT
BY AND BETWEEN AIR METHODS
AND COUNTY OF RIVERSIDE**

This Air Ambulance Agreement ("Agreement") dated February 1, 2024 ("Effective Date"), is hereby made and entered into by and between Air Methods, LLC, a Delaware limited liability company registered to do business in the State of California, including its affiliates ("Provider" or "Air Methods"), 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 Air Methods as a provider of Air Ambulance service 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 Air Methods as an Air Ambulance Provider.

County hereby authorizes Air Methods to provide Air Ambulance Services 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 Provider to provide Air Ambulance Services 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 solely 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 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 permitted under law by update or implementation of REMSA policies, protocols, and procedures.

Section 4. Term.

The term of this Agreement is from February 1, 2024, through January 31 2029, unless terminated earlier. 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: Air Methods, LLC.
5500 S. Quebec St., Ste. 300
Greenwood Village, CO 80111
Attn: Vice President, PacWest Region

With a copy to:

5500 S. Quebec St., Ste. 300
Greenwood Village, CO 80111
Attn: Legal Department

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
Attn: Deputy County Counsel

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 and appropriate to comply with applicable law.

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 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, claim, damage or action to the extent related to or arising from the negligence or willful misconduct of the Provider, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to its involvement with this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Provider, its officers, employees, subcontractors, agents or representatives from this Agreement. Provider shall defend County Indemnitees at its sole expense, all costs and expenses of the foregoing liability, claim, damage, or action, including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Provider, Provider shall, at their sole cost, have the right to use counsel of their own choice 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 Provider's indemnification to Indemnitees as set forth herein.

Provider's obligation hereunder shall be satisfied when Provider has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Provider's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Section 11. Insurance

Without limiting or diminishing the Provider's obligation to indemnify or hold the County harmless as set forth above in Section 10, 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 only, 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 as prescribed by the laws of the State of California. Policy shall include Employers' Liability 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. Policy shall name the County as Additional Insured. The Policy's limit of liability shall not be less than three million dollars

(\$3,000,000) per occurrence combined single limit. The Provider's Policy provides fifty million dollars (\$50,000,000) per occurrence limit.

C. Medical Malpractice

Provider shall maintain Medical Malpractice Insurance, 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 Medical Malpractice 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 beyond the term of this Agreement as long as Provider reasonably determines.

Failure on the part of the Provider to produce or maintain required insurance shall constitute a material breach of this Agreement and County may terminate or suspend this Agreement pursuant to Section 5.

D. Cyber Liability

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, 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, but not be limited to, claims involving 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 as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. General Insurance Provisions - All lines:

- 1) If applicable, the Provider must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, if applicable, and at the election of the County's Risk Manager, Provider shall procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 2) Provider shall cause Provider's insurance carrier(s) or broker(s) to furnish the County of Riverside with copies of Certificate(s) of Insurance and 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, or ten (10) days' notice for cancellation due to nonpayment of premium. In the event of cancellation, expiration, or reduction in coverage, this Agreement shall terminate following Provider's failure to cure such default following its receipt of notice pursuant to Section 5(a), unless the County of Riverside receives, prior to such effective date, the required Certificate of Insurance and copies of endorsements, 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 copies of Certificate(s) of Insurance and copies of endorsements, including all endorsements and any and all other attachments as required in this Section.*
- 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. Provider shall have no fewer than one hundred and eighty (180) days to comply with such adjustment.
- 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. Notwithstanding the foregoing, Provider may transfer this Agreement to a subsidiary, parent, affiliate, or pursuant to a merger or the acquisition or sale of substantially all of Provider's assets.

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; provided, however, that such representatives shall not be personally liable for any liability arising hereunder. 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 Agreement and shall control all aviation and related flight operations of the aircraft at all times. Provider, 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 Agreement 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:

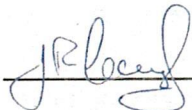
Signature: 

Print Name: Bruce Barton

Title: Director of Emergency Management

Dated: 04/17/2024

PROVIDER:

Signature: 

Print Name: Jim Caryl

Title: VP, Customer Experience

Dated: 2/20/2024

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

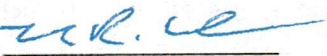
By: 
Melissa R. Cushman
Deputy County Counsel

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.
12. Unified local optional scope of practice (“SOP”) for HEMS- Standardized advanced scope of practice for qualified Paramedics who practice either on rotor or fixed wing aircraft. Ground ambulance paramedics are not approved to use this SOP in REMSA region. This uniform scope of practice is consistent throughout California, however, its use in Riverside County is contingent approval of the SOP by REMSA and HEMS providers compliance with the terms of this Agreement

EXHIBIT B

OPERATIONAL REQUIREMENTS

Provider shall:

1. Make commercially reasonable efforts to provide continuous twenty-four (24) hour per day Air Ambulance Services for their designated service area. Subject to the preceding sentence, safety, weather, mechanical, and standard operating procedures, at least one HEMS team must remain in service within the REMSA region at one of the Riverside County bases.
2. Report out of service times, due to maintenance and staffing shortages, and following EMS agency's prior written request for such information, provide to the EMS agency and the Emergency Command Center (ECC) information to the extent required by applicable law.
3. Comply with County's written 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 written 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, immediately following the Provider's actual awareness of complications and completion of any applicable investigation, with 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. If the PCR is not otherwise submitted to REMSA's ePCR system, the notification should include immediate transmission of relevant medical records and PCRs completed by the air provider.
7. To the extent required by applicable law, provide 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, as often as commercially reasonable, related to review of any HEMS incident or patient care issues; provided, however that REMSA shall provide prior written notice to Provider if Provider's case is expected to be reviewed.

9. To the extent required by applicable law, paramedics on Provider's aircraft 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) unusual occurrences in accordance with REMSA policies; (2) the termination of certified/accredited personnel including date of separation within sixty (30) days following termination, subject to County providing written instructions for such submissions to Provider; (3) radio frequency interference which causes operational problems; (4) and local emergencies/disasters which causes operational problems;
11. Use commercially reasonable efforts to notify County within five (5) days following a change to Provider's base location(s) within Riverside County.
12. Ensure all appropriate Provider 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;
13. 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 written REMSA policy in compliance with applicable law;
14. Strive to ensure a positive, communicative, and effective working relationship with County and partner agencies.

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. Following at least 5 days' prior notice, 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, subject to operational and safety constraints;
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).
10. Shall provide Automatic Vehicle Location (AVL) to REMSA designated PSAP and will operate under the Public Safety Enterprise Communication (PSEC) radio system.
11. Shall participate in the Inland Empire Public Safety Operations Platform (CAD-to-CAD) with CONFIRE.

EXHIBIT C

AIR SERVICE PROVIDER STANDARDS

1. Medical Control

Overall medical control of Emergency Medical Service (EMS) provider paramedics shall be according to the policies and procedures of the REMSA Medical Director. On-line medical direction shall be provided to EMS provider paramedics 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 EMS Quality Improvement Programs (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. Field Training Preceptors

Provider agrees to designate a sufficient number of field training preceptors who shall function as trainers and perform other duties on behalf of the Provider.

b. Continuing Education Records

The Provider agrees to maintain records of continuing education, to the extent such continuing education is required by Provider, for its EMS employees for a minimum of four (4) years.

c. 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.

d. 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.

e. 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

f. EMS Quality Improvement Program (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 Provider's prehospital employees, 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. Testing and counseling services shall be provided to employees at no cost for employees exposed to serious infectious diseases, which are required by law. The Provider agrees to report any known employee exposures to such 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 ten (10) business days following 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. EMS Quality Improvement Plan (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. Paramedic Education Preceptor- Provider agrees to designate a paramedic who shall function as the trainer/evaluator as described in their approved EQIP plan. This individual will provide for all in-house primary and continuing education/training.
- d. 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 current NEMSIS compliant 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.