

**EMERGENCY MEDICAL SERVICES AND AIR AMBULANCE SERVICE
PROVIDER AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY
AND
REACH MEDICAL HOLDINGS, LLC**

This Emergency Medical Services and Air Ambulance Service Agreement (“Agreement”) is made by and between REACH Medical Holdings, LLC by and through its operating subsidiaries, namely CALSTAR Air Medical Services, LLC and REACH Air Medical Services, LLC, a Delaware Limited Liability Company duly qualified to conduct business in the State of California (“Provider”), and the County of Monterey (“County”) (collectively, the “Parties”), with respect to the provision of emergency medical air ambulance services in support of prehospital incidents and the non-emergency needs of medical facilities, physicians, licensed healthcare providers, insurance providers, in Monterey County.

RECITALS

WHEREAS, pursuant to California Health and Safety Code, Sections 1797 et seq., among others, the County is responsible for emergency medical services (“EMS”) system coordination, medical oversight, and support of the delivery of EMS by provider agencies in the County of Monterey; and

WHEREAS, County is responsible for regulating Advanced Life Support (ALS); Critical Care Transport (CCT); and Basic Life Support (BLS) air ambulance service and EMS service providers within Monterey County, and for authorizing the provision of ALS, CCT, and BLS air ambulance response and transport within the County; and

WHEREAS, pursuant to the Monterey County Code of Ordinances, Chapter 15.40, the Monterey County EMS Agency shall serve as the lead agency for the EMS system in the County and shall be responsible for coordinating all system participants in the EMS area. The EMS Agency shall plan, coordinate, monitor and evaluate the implementation of the EMS system. The EMS Agency shall perform duties and responsibilities as set forth in California State laws, regulations and guidelines with input from all EMS system participants to include hospitals, medical organizations, cities, and fire districts in order to ensure the coordination of the EMS system.

WHEREAS, Health and Safety Code Section 1797.178 specifies that no person or organization shall provide Advanced Life Support (ALS) unless that person or organization is an authorized part of the emergency medical services system; and

WHEREAS, the Parties desire and intend to establish and define the roles and responsibilities of the EMS Agency and the Provider relative to the delivery of comprehensive emergency medical care within Monterey County; and

WHEREAS, the County and Provider agree to cooperate with each other to deliver, maintain, and improve EMS and air ambulance transport services within Monterey County to effectively and appropriate meet the needs of patients; and

WHEREAS, this Agreement is in accordance with the intentions of the parties, will serve as a written agreement as required under Health and Safety Code Sections 1797.204 and 1797.220 between County and Provider, for the purpose of developing and maintaining the working relationship between the parties; and

WHEREAS, this Agreement in accordance with the intentions of the parties, will serve as a written agreement as required under Title 22, California Code of Regulations, Sections 100168(b) (4), 100300(b) (4), and 100402, between the EMS Agency and the Provider, for the purpose of developing and maintaining the working relationship between parties; and

WHEREAS, the County, by this Agreement, authorizes Provider to provide emergency and interfacility air ambulance transfers within Monterey County Emergency Medical Services System (“EMS System”);

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITION

1.1 “Air Ambulance,” as defined in California Code of Regulations, Title 22, Section 100280 means any aircraft specially constructed, modified or equipped and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has at minimum two (2) attendants certified or licensed in advanced life support.

1.2 “Base Hospital” means one of a limited number of hospitals which, upon designation by the EMS Agency and upon the completion of a written contractual agreement with the EMS Agency, is responsible for directing the advanced life support system prehospital care system assigned to it by the EMS Agency.

1.3 “Emergency,” as defined in California Health and Safety Code Section 1797.70, means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or public safety agency.

1.4 “Interfacility air ambulance transfers” means transportation and medical care services provided between facilities that are (1) scheduled; (2) ordered in writing by a sending physician (or prescribing practitioner); and (3) provided pursuant to a receiving physician’s agreement, prior to transportation, to accept the patient.

1.5 “EMS Agency” means the Monterey County Emergency Medical Services Agency.

1.6 The Definitions included in the California Code of Regulations, Title 22, Division 9, Chapters 1-12, and the California Health Safety Code, Division 2.5 shall apply to this Agreement unless the Agreement indicates otherwise. This Agreement incorporates any future amendments to the statutory and regulatory definitions used in this Agreement.

ARTICLE II

TERM

2.1 Term of Agreement. This Agreement shall be effective as of 12:00 a.m. on February 1, 2020 and shall be in full force and effect until 11:59 p.m. January 31, 2022.

2.2 Option to Extend. The Parties may extend the term of the Agreement for two (2) additional three (3) year periods upon mutual written agreement. If either party desires to extend the term of this Agreement, it shall provide written notice no less than one hundred eighty (180) days prior to the expiration of the term. Upon extension of this Agreement, the Provider shall provide the services set forth in this Agreement in accordance with the terms in effect immediately prior to the extended term.

ARTICLE III

PROVIDER BREACH AND PROVISION FOR EARLY TERMINATION

3.1 Provider Breach. Conditions and circumstances that constitute a material breach of this Agreement include, but are not limited to, the following:

3.1.1 Failure of the Provider to operate within the EMS System in a manner that enables the County and the Provider to comply with federal or state law, rules or regulations, and consistent with the requirements of the Monterey County EMS Agency Policy Manual and/or related rules and regulations.

3.1.2 Falsification of information or data supplied by the Provider.

3.1.3 Acceptance or payment by the Provider or Provider’s employees of any bribe, kickback or consideration or any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Provider or Provider’s employees could be reasonably construed as a violation of federal, state or local law.

3.1.4 Failure to meet the material provisions identified in this Agreement.

3.1.5 Failure of Provider to provide the EMS Agency with reports and data generated in the course of operations including, but not limited to, dispatch data, patient report

data, financial data, response time data and other data specified in EMS Agency Policies and Procedures.

3.1.6 Failure of Provider to meet the EMS System standard of care as established by the Medical Director of the EMS Agency, following reasonable notice and opportunity to cure such failure.

3.1.7 Any failure of performance, clinical or other, required by the Agreement and which is determined by the EMS Director or by the EMS Agency Medical Director to endanger the public's health and safety.

3.2 Declaration of Material Breach and County's Remedies of Performances Failures. If conditions or circumstances constituting a breach as set forth above are determined to exist and remain uncured for a period of thirty (30) days after Provider's receipt or written notice of such breach, the County shall have all rights and remedies available at law or in equity under this Agreement, specifically including the right to terminate this Agreement. In the event the County determines that a material breach has occurred, the County shall provide reasonable notice of such breach to Provider. Provider shall have up to thirty (30) days to either cure the breach or provide evidence to the reasonable satisfaction of the County that material breach does not exist. The foregoing notwithstanding, in the event the County determines that conduct or non-performance endangers public health and safety, the county may, in its discretion, decide not to allow the Provider to have a cure period.

3.3 Termination Without Cause, Either party may terminate this Agreement at any time without cause, by giving at least sixty (60) calendar days prior written notice thereof to the other party.

ARTICLE IV

SCOPE OF WORK

4.1 Level of Service. Provider, by this Agreement, is authorized to use duly-classified air ambulances to provide transport and medical care during such transport.

4.2 Roles, Rights and Responsibilities of the EMS Agency. The EMS Agency shall:

4.2.1 Perform EMS Agency responsibilities in a spirit of cooperation and collaboration with the Provider;

4.2.2 Establish and promulgate EMS System medical control policies and procedures consistent with federal, state, and local laws, regulations, rules, policies and procedures, and standards;

4.2.3 In accordance with the California Health and Safety Code, Division 2.5, Sections 1797 et seq. administer and coordinate the Monterey County EMS System;

4.2.4 Engage in efforts at local, state, and federal levels to procure necessary funding to maintain the EMS System;

4.2.5 Collaborate with the Provider on an ongoing basis to promote the enhancement of the EMS System;

4.2.6 Provide access to standardized EMS System policies and procedures, and protocols as contained in the Monterey County EMS Agency Policy Manual;

4.2.7 In accordance with California Code of Regulations, Title 22, Division 9, Chapter 12, and as approved by the EMS Agency, implement an EMS Quality Improvement Plan (EQIP) as a means of evaluating clinical emergency medical services provided;

4.2.8 Manage the hospital radio system or equivalent and provide access to the County Emergency Medical Services Communication System, provided however, that Provider shall be responsible for the cost for equipment used by Provider, including the cost of programming, maintenance, and replacement;

4.2.9 Assess compliance with the terms and conditions of this Agreement by means of inspections, investigations, and/or site visits of Provider's program, any of which may be conducted at any time without prior notice;

4.2.10 Assess the Provider's EMS program by observing, on a first-hand basis, through field observations, site visits, and/or attendance at the Provider offered training, exercises, orientation, or other programs;

4.2.11 In consultation with various EMS System stakeholder committees and Provider, coordinate a comprehensive EMS data collection system, which includes required data elements, data analysis, report generation, and other details related to ensuring the quality of the EMS System;

4.2.12 The EMS Agency, in collaboration with the Provider, may participate in research endeavors and other programs, including but not limited to pilot studies, consistent with the EMS Agency's policies and procedures, and relevant federal, state and local law;

4.2.13 In accordance with Health and Safety Code Section 1797.153, coordinate and authorize medical health mutual aid through the authority of the Medical Health Operational Area Coordinator (MHOAC);

4.2.14 The EMS Director/EMS Agency Medical Director shall establish and provide medical control by means of the following;

- a. Develop and approve medical protocols in accordance with California Health and Safety Code, Section 1797.220 and California Code of Regulations, Title 22, Division 9, and EMS Agency policies and

procedures pertaining to Base Hospitals, paramedic and EMT personnel, and EMS service providers.

- b. Whenever possible, adopt significant system-wide changes annually to ensure there is sufficient time for advance planning and the training of all personnel. This may include policies and procedures and clinical protocols, and related system plans, such as MCI plans.
- c. Consult with the Provider's Medical Advisor directly and through the EMS Agency's Advisory Committees to develop written medical policies and procedures related to prehospital care personnel operating within the Monterey County Emergency Medical Services System
 - (1) The Provider's medical director/advisor holds the authority for the day-to-day operational medical control of Provider's personnel, when not in conflict with Monterey County EMS Agency Policy or other applicable laws and regulations.

4.2.15 EMS Agency Medical Director

- a. In the event of conflict between the EMS Agency Medical Director's direction and the Provider, the EMS Agency Medical Director's direction shall control to the extent appropriate for such EMS Agency Medical Director's authority, as identified in subsection b.
- b. Matters within the authority of the EMS Agency Medical Director include but not limited to;
 - (1) emergency medical dispatch protocols such as pre-arrival instructions;
 - (2) Medical protocols for first responders and transport teams;
 - (3) protocols governing the use of helicopters for scene responses;
 - (4) patient destination policies;
 - (5) equipment and supply inventories;
 - (6) monitoring compliance with and the enforcement of the standards of care; and
 - (7) advising other medical directors or medical advisors regarding EMS System policies, protocols, etc.

4.3 Roles and Responsibilities of Providers. Responsibilities of the Provider under this Agreement shall include the following:

4.3.1 Provider shall perform its responsibilities in a spirit of cooperation and collaboration with the EMS Agency, and the first responders and ambulance provider within County's Exclusive Operating Area (EOA).

4.3.2 Provider shall respond to all emergency scene calls regardless of the potential payment capability of the patient and shall be prohibited from making any assessment of potential payment capability of the patient at the scene.

4.3.3 Provider shall be available 24 hours per day, 7 days per week, to provide air ambulance transportation and prehospital emergency medical care (excluding periods of maintenance and related service interruptions).

4.3.4 Compliance:

- a. Provider shall comply with all applicable federal, state and local laws, rules, regulations, policies or procedures that are in effect at the inception of this Agreement and that become effective during the term of this Agreement, including but not limited to County, EMS Agency ("Agency") policies, procedures and protocols, such as the Monterey County EMS Agency Policy Manual.
- b. Provider shall comply with all training requirements established by federal, state, and local laws, rules, regulations, policies and procedures.
- c. Provider shall obtain approval from EMS Agency Medical Director for all medical standing orders or protocols utilized by Provider's air ambulance staff for requests that originate in the County for interfacility air ambulance staff transfers and emergency scene calls. Flight crews shall utilize EMS Agency clinical protocols when responding to prehospital emergency responses in the County. Any procedure beyond the scope of the EMS Agency Policy and Procedure or treatment protocol, e.g. rapid sequence intubation, must be pre-approved in writing by the EMS Agency Medical Director.

4.3.5 Provider agrees not to use any aircraft to transport patients in Monterey County until that air ambulance had been properly permitted by the Monterey County EMS Agency, if the Monterey County EMS Agency implements an ambulance/air ambulance permitting process.

4.3.6 Except for the provision of interfacility air ambulance transfers. Provider may only respond to request for medical response and transport within Monterey County from the Monterey County EMS Communications Center ("EMS Communications Center"). Lift off times (rotors turning) shall be within 10 minutes from the time the request is received by Provider. Provider will be considered "available" unless advance notification is provided notification to EMS Communications Center; if advance notification is not possible, Provider shall provide notification of unavailability to County as soon as possible under the circumstances.

4.3.7 Provider shall maintain a current and valid air ambulance service permit issued by the County for air ambulances that are assigned for use in Monterey County.

4.3.8 Communications System:

- a. Provider shall ensure its ability to communicate with EMS Communication Center and the Monterey County Emergency Communications Center on designated frequencies. Provider shall also ensure the ability to communicate on the California On-Scene Emergency Coordination (CALCORD) System in order to facilitate landing/take-off instructions.
- b. Provider shall utilize communications equipment that integrates with the communications equipment utilized by the Monterey County EMS System, as identified by the EMS Agency.
- c. Provider's air ambulance shall have the capability of communicating with all ground ambulances and first responders in Monterey County, using frequencies designated by the EMS Agency.
- d. All cost related to Provider's communications equipment, including, but not limited to, purchase, installation, programming and maintenance, shall be the responsibility of Provider.
- e. Provider shall provide for two-way communication between the Base Hospital and Provider, utilizing the assigned County radio frequencies.

4.3.9 Following a request from the EMS Communications Center or the Monterey County Communications Center for medical response and transport, Provider's air ambulance dispatch personnel shall advise the communications center of its estimated time of arrival and advise the communications center if prompt response cannot be made, or if response cannot be made due to flight hazard.

4.3.10 When responding to a Monterey County EMS incident, Provider's air ambulance crew or Provider's centralized dispatch will provide a verbal radio status on the assigned radio frequency when the air ambulance:

- a. Is en route to the scene (air crew will provide estimated time of arrival to the scene);
- b. Arrives (lands the aircraft) at the scene;
- c. Is en route to the receiving hospital (air crew will provide destination and number of patients being transported); and
- d. Arrives at the receiving hospital.

4.3.11 All pending hospital arrival and patient status notifications shall be made through the Provider's communications center and not on Monterey County EMS System radio Frequencies.

4.3.12 Provider's air ambulance crew shall comply with the transport destination assigned by the incident Commander or designee. If the incident commander or designee is unavailable, the air ambulance crew shall follow the EMS Agency's destination policies. During any time period when ambulance destination is directed by the EMS Communications Center, Provider's air ambulances shall comply with destinations assigned by the EMS Communications Center.

4.3.13 Provider certifies that Provider has not been convicted of a criminal offense related to health care, nor is Provider listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded healthcare programs.

- a. Provider certifies that (i) employees who provide services hereunder have not been convicted of a criminal offense related to health care and that they are not listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs; (ii) Provider has performed an appropriate screen of these employees prior to making this certification; and (iii) it will screen all new employees who provide services under this Agreement.
- b. Provider agrees that if any of its employees providing services under this Agreement are convicted of a crime that results in the suspension or revocation of their license, such employees shall be removed from any responsibilities or involvement in the provision of services under this Agreement once the criminal conviction or licensure issue is finalized. Provider shall notify EMS Agency of the pendency of such charges or proposed debarment or exclusion against it or against Provider's or Provider's employees' criminal conviction, debarment or exclusion.

4.3.14 Provider shall be responsible for maintaining personnel records of its employees providing services hereunder, including, but not limited to, licensure, accreditation, employment status, continuing education records, and performance in accordance with continuous quality improvement standards. These records shall be available to the County upon request, subject to all applicable laws.

4.3.15 Provider shall cooperate fully with County in any disciplinary proceedings related to licensure against any employee. Such cooperation shall include, but not be limited to, provision of relevant patient records and incident reports, as permitted by law.

4.3.16 Provider shall cooperate fully with the County in notifying personnel of mandatory education programs, and Provider's personnel. Examples of such programs include the EMS Agency's MCI Training Program and annual policy updates.

4.3.17 Provider shall maintain their status as a valid and current California Prehospital Continuing Education Provider status throughout the term of the Agreement.

4.3.18 Provider shall ensure all personnel have completed the following courses: (1) Incident Command System (ICS) 100 and 200, (2) National Incident Management System “NIMS” IS 700, (3) Standardized Emergency Management System (SEMS), (4) AWR 160, (5) hazardous materials First Responders Operational (FRO). Provider shall ensure that its personnel review ICS Principles annually.

4.3.19 Providers employees shall maintain neat, clean, and professional appearance of all personnel, equipment, and facilities at all times.

4.3.20 Provider shall immediately notify County upon discovery by the Provider of all incidents in which Provider’s personnel providing services under this agreement fail to materially comply with federal, state, and/or local laws, regulations, policies or protocols governing the practices of prehospital care. Provider shall cooperate fully with County during the course of an investigation, including coordinating any interviews with Provider’s employees.

4.3.21 Provider’s data system shall be capable of uploading all patient care data, including dispatch data to and from the Monterey County EMS Data System, consistent with EMS Agency Policies and Procedures.

- a. Upon implementation of the Monterey County EMS Data System by COUNTY, Provider will either adopt and directly connect to the Monterey County EMS Data System or will, at Providers expense, connect Providers data system through a Provider-maintained electronic interface and continuously maintain bi-directional interoperability with the Monterey County EMS Data System. The Provider’s choice of data solutions will provide the EMS Agency with the full functionality of a direction connection to the Monterey County EMS Data System.
- b. Provider’s data system will allow the EMS Agency to review of electronic patient care reports and reporting of Key Performance Indicators (KPI) developed through the EQIP Process by the EMS Agency and contain all data elements required by the EMS Agency.
- c. Provider will maintain a health privacy compliance policy that complies with the Health Insurance Portability and Accountability Act (HIPPA), the final Privacy Rule of August 2002, the final Security Rule of February 2003, HITECH, the Breach Notification Rule, and the California Confidentiality of Medical Information Act (CCMIA).

4.3.22 Provider shall implement and maintain a detailed quality improvement program that has been approved by County.

- a. Provider shall establish an ongoing EMS continuous quality improvement (“EMS-CQI”) program, including a EMS-CQI committee.
- b. As part of the EMS-CQI program, Provider shall have a designated individual approved by the EMS Medical Director to manage quality improvement matters. This position assists in clinical assurance and EMS-CQI activities. If a non-physician is designated for the purposes of this subsection, a physician shall be retained to authorized narcotic procurement and control as required by law.
- c. The EMS-CQI Program shall emphasize and include peer review.

4.3.23 Provider shall actively participate in the quality improvement (“QI”) program development by the EMS Agency and attend EMS Agency EMS-CQI meetings as requested.

4.3.24 Key Personnel.

- a. Operations Management. Provider shall appoint an Operations manager to direct, coordinate and monitor all of Provider’s functions on a daily basis, including field operations, quality improvement, training, risk, management, and overall system performance to ensure high standards of service, and compliance with this Agreement.
- b. Continuous Quality Improvement. Provider shall appoint an employee to be responsible for development, implementation and maintenance of the Provider’s CQI program; function as the CQI liaison to the EMS Agency; implement a CQI program that meets the requirement of the EMS Agency.
- c. Training and Educational. Provider shall appoint an employee to arrange initial in-house orientation and training and ongoing in-service continuing education.
- d. Maintenance Functions. Provider shall appoint an employee to oversee maintenance of Provider’s air ambulances according to applicable federal, state and local statues, rules, regulations, policies and procedures.
- e. Provider shall appoint an EMS Program Manager to act as the liaison for the provider to the EMS Agency.

(1) The EMS Program Manager or his/her designated representative shall attend at least 80% of all required Monterey County EMS Advisory Committee meetings.

4.3.25 Provider shall submit to County the names of the key personnel identified in section 4.3.24 within 30 days of the execution of this Agreement, and the name of any replacements within 30 days of the change in the position. A complete personnel roster shall be submitted to the Agency on an annual basis in June.

4.3.26 Provider shall coordinate with the EMS Agency to participate in annual landing zone safety training classes with Monterey County fire departments and ambulance providers.

4.3.27 Provider shall provide public information and education to the residents and visitors of the County at times and in the form determined by Provider. Provider will advise County at least annually about the public information and education activities performed. Public education programs shall include, but not limited to, public displays and participation in exercises.

4.3.28 Provider shall institute and maintain a preventive maintenance program including, but not limited to, maintenance plan and maintenance record keeping for all.

4.3.29 Provider shall maintain sufficient backup supplies needed to fully equip each of the Provider's air ambulances permitted in the County for at least 15 days, during a medical disaster.

4.3.30 Provider shall comply with all EMS Agency Policies and Procedures.

4.3.31 Provider shall have EMResource (or such other replacement system approved by the County) online and available to dispatch center personnel at all times. Provider shall ensure that dispatch personnel update current status of each air ambulance used within the Monterey EMS System on EMResource within 2 minutes of a status change.

4.3.32 Provider agrees to have its personnel and air ambulances participate in County sponsored preparedness exercises at least twice per year as coordinated by the EMS Agency.

4.3.33 Provider shall follow the medical incident response plan specified by County, which includes the Standardized Emergency Management System (SEMS).

- a. In large multiple victim incidents, Provider shall endeavor to call back off-duty personnel and place additional air ambulance in service to supply sufficient resources to meet the needs of the incident.
- b. Provider shall have a written disaster plan. The plan shall be exercised at least annually with system stakeholders.

4.3.34 In the event that Provider is found to be in violation of any of the terms and conditions of the Agreement, Provider shall, upon notice by the County of the violation(s), make necessary corrections within the required frame, which required time frame shall be no shorter than fifteen (15) days, to the full satisfaction of County, except in the case of life safety issues, which shall be corrected in a timeline set by the County. Such violations may include, but

not limited to, (1) deficiencies in an ambulance personnel's qualifications. Certifications, accreditation, or training, (2) Deficiencies in Provider's air ambulances, equipment, supplies or continuous quality improvement program, and (3) actions which are not in the best interest of efficient and effective patient care.

4.3.35 Subject to any applicable privacy laws relating to employees or patients, Provider shall make its records concerning all matters covered by this Agreement available to County or its designee for inspection and copying.

4.3.36 Provider shall notify the EMS Agency of significant problems or changes, in a timely manner, including but not limited to the following: changes in number of available air ambulance(s), complaints, changes in status of licensed/accredited personnel related to the provision of emergency medical services in Monterey County (such as but not limited to termination and changes in classification), changes in station location(s), radio frequency interference which causes operational problems, or any personnel action taken as a result of direct violation of County policies and procedures or any statues or regulations related to the provisions of emergency medical services in Monterey County.

4.3.37 Provider shall notify the EMS Agency Duty Officer immediately in the event of any helicopter accident, serious employee injury, or unusual occurrence as defined by EMS Agency Policies and Procedures injury arising out of or connection with this Agreement when related to emergency and/or scene response in the County.

4.3.38 Provider shall provide the EMS Agency with its service rates annually and within fifteen days of any rate revision. Rates shall not be considered confidential, proprietary or trade secrets, and shall be subject to the California Public Records Act.

4.3.39 Provider may charge users fee sufficient to replace expendable supplies utilized for a patient.

4.3.40 Provider's collection practices shall comport with standard billing practices for the industry and shall not be unnecessarily burdensome or oppressive. Statements shall itemize services rendered and specific charges for the services and supplies provided in accordance with industry standards so that all charges are clearly explained. Provider's accounts receivable management system must be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquires. Provider shall have sufficient staff available to answer questions regarding patient bills.

4.3.41 Provider may, in collaboration with the EMS Agency, participate in research endeavors and other programs, including but not limited to pilot studies.

4.3.42 Provider shall deliverer on-scene care supportively and cooperatively with EMS System participants.

4.3.43 Provider shall coordinate with the County regarding routine public information of the services provided under the Agreement.

4.3.44 Provider shall allow EMS Agency personnel to ride as “third person” on any of Provider’s air ambulances when appropriate and feasible and so as not to interfere with response performance;

4.3.45 Provider shall comply with all applicable state and federal laws and regulations, including but not limited to, confidentiality and disclosure, narcotic control, and mandatory healthcare reporting.

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 Indemnification. The Parties agree that any losses or liabilities incurred by a Party shall not be shared pro rata but instead the County and Provider agree that each of the Parties hereto shall fully indemnify, defend and hold each of the other Parties, their officers, board members, employees and agents, harmless from many claim, expense, cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement.

5.2 Insurance. Provider shall comply with the insurance requirements attached as Exhibit A.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Entire Agreement. This document represents the entire agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement,

6.2 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and its performance enforced under California law. In the event that suit shall be brought by either Party to the Agreement, the Parties agree that venue shall be excusably vested in the state courts of the County of Monterey or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San Jose, California.

6.3 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

6.4 Independent Contractor Status. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or

association, between any party to this agreement. The Provider understands and agrees that all Provider employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Provider and not of County.

6.5 Notices. Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personnel delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

Notices to County shall be addressed as follows:

County of Monterey EMS Agency
Attn: EMS Director
1441 Schilling Place, South Building
Salinas, California 93901

Notices to Provider shall be addressed as follows:

Reach Air Medical Services
President
8880 Cal Center Drive, Suite 125
Sacramento, CA 95826

With Copy to:

General Counsel
1001 Boardwalk Springs Place, Suite 250
O'Fallon, MO 63368

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Either Party may designate a different person and/or address for the receipt of notice by sending written notice to the other Party.

6.6 Assignment, Delegation, and Subcontracting. Provider may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement without the prior written consent of County, which County may withhold in its sole and absolute discretion. No assignment, delegation or subcontracting will release Provider from any of its obligations or alter any of its obligations to be performed under the Agreement.

6.7 Dispute Resolution

6.7.1 The Provider shall name specific individuals within the Provider's agency, upon execution of this Agreement, who are authorized to assist the EMS Agency with dispute resolution under this Agreement.

6.7.2 The Provider shall respond to written request of the EMS Agency for information regarding any perceived dispute within two (2) business days, unless otherwise mutually agreed, following receipt of such request.

6.7.3 The Provider is encouraged to resolve normal day-to-day operational concerns directly with involved parties (other EMS providers, hospitals, etc.). If a dispute is not resolved at this level, the Provider may refer it to the EMS Director for further review and action.

6.7.4 Dispute perceived by the Provider to have a system-wide impact should be referred directly to the EMS Agency Director.

6.8 Amendments. This Agreement may only be amended by written instrument signed by the Parties.

6.9 Severability. If any term, covenants, condition or provision of this Agreement, or the applicant thereof to any person or circumstances, shall to any extent be held by a court of competent jurisdiction to be invalid, void of unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstances, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

6.10 Nondiscrimination. The County of Monterey is an equal opportunity employer. Provider must comply with all applicable federal, state and local laws and regulations including Monterey County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1974 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Labor Code sections 1101 and 1102. Provider must not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliation, or marital status in the recruitment, selection for training (including apprenticeship), hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Provider discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

6.11 Conflict of Interest. Contractor warrants that is presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of service required under this Agreement.

6.12 Confidentiality. It is understood that all personally-identifying patient information collected and maintained for the purposes of this Agreement is confidential. Such information must not be disclosed to any person or entity except as permitted or required by law.

6.13 California Public Records Act. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Provider's

proprietary information is contained in documents submitted to County, and Provider claims that such information falls within one or more CPRA exemptions, Provider must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will use its best efforts to provide notice to Provide prior to such disclosure. If Provider contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Monterey County before the County's deadline for responding to the CPRA request. If Provider fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

6.14 Third Party Beneficiaries. This agreement does not and is not intended to confer any right or remedies upon any person, other than the parties.

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

6.16 Authority. Each Party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates Written below.

COUNTY OF
MONTEREY

By: [Signature]
Department Head (if applicable)

Date: 03/18/2020

By: [Signature]
EMS Agency Director

Date: 2/12/20

Approved as to Form

By: [Signature]
County Counsel

Date: 1/24/2020

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3/5/20

Approved as to Liability Provisions

By: [Signature]
Risk Management

Date: 1/24/2020

PROVIDER

Reach Air Medical Services

Contractor's Business Name

By: [Signature]
President

Sean Russell

President

Name and Title

Date: 1-17-20

By: [Signature]

Anna Blair VPO

Name and Title

Date: 1-17-20

Exhibits to this Agreement: Exhibit A – INSURANCE REQUIREMENTS

Exhibit A

INSURANCE REQUIREMENTS

Without limiting the Provider's indemnification of the County, Provider shall provide and maintain at its own expense, or cause to be provided and maintained, during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provision:

A. Evidence of Courage

Prior to commencement of the Agreement, the Provider shall provide a Certificate of insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Provider upon request. This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Provider shall not proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither increase nor decrease the liability of the Provider.

B. Qualifying Insurers

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

Provider shall endeavor to provide the County of Monterey or their designated agent with at least 30 days prior written notice of any cancellation or material change in coverage that affects this agreement.

D. Insurance Required

1. Commercial General Liability Insurance

For bodily injury (including death) and property damage which provides limits as follows:

Each occurrence - \$50,000,000

Commercial General Liability coverage shall include:

a. Premises and Operations

- b. Personal and Advertising Injury liability
- c. Severability of interest
- d. Products/Completed Operations, including Grounding
- e. Contractual and Host Liquor liability

2. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than fifty million dollars (\$50,000,000) combined single limit Bodily Injury and Property Damage Liability per occurrence applicable to all owned, non-owned and hired aircraft, including Passenger Liability.

3. Air Ambulance Professional Liability Insurance

- a. \$5,000,000. each medical incident
- b. \$15,000,000. Aggregate Limit

4. Medical Malpractice Liability Insurance

- a. Coverage shall be in an amount of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the Provider shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

5. Business Automobile Liability Insurance

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6. Workers Compensation and Employer’s Liability Insurance

Workers' Compensation Insurance, if Provider employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7. Other Insurance Requirements

All insurance required by this Agreement shall be with a company acceptable to the Agency and the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Provider completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Provider and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Provider's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Provider's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, Provider shall file certificates of insurance with the Agency's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that the Provider has in effect the insurance required by this Agreement. The Provider shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Provider shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator and County of Monterey's

Contracts/Purchasing Department. If the certificate is not received by the expiration date, Agency shall notify Provider and Provider shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Provider to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

8. Coverage

Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If Provider's coverage is written on a claim made basis, the certificate of insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant start of work (including subsequent policies purchased as renewals or replacement).
- b. Policy allows for reporting of circumstances or incident that might give rise to future claims.