

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of March, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and, Mercy Air Service, Inc., a California corporation and wholly owned subsidiary of Air Methods Corporation, a Delaware corporation with its principal place of business located at 7301 S. Peoria Street, Englewood, CO 80112, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY's Department of Public Health has been designated as the local Emergency Medical Services (EMS) Agency of the County of Fresno pursuant to California Health and Safety Code, section 1797.200; and

WHEREAS, CONTRACTOR desires to provide emergency air ambulance services to persons needing such services within the boundaries of Fresno County; and

WHEREAS, CONTRACTOR desires to provide emergency air ambulance services pursuant to the terms of this Agreement.

WHEREAS, the parties acknowledge that the COUNTY's Department of Public Health has been designated as the Local EMS Agency of the COUNTY with the authority to plan, implement and evaluate an emergency medical services system in Fresno County pursuant to California Health and Safety Code, sections 1797.200 and 1797.204.

WHEREAS, the parties acknowledge that the Local EMS Agency has implemented EMS Policy #200 (Authorization of Ambulance Provider Agencies in Fresno County).

WHEREAS, the parties further acknowledge that the EMS Medical Director of the County of Fresno Department of Public Health has the authority set forth in Health and Safety Code, section 1798.

NOW, THEREFORE, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for furnishing services, equipment and materials, as hereinafter set forth, in order to provide emergency medical services to persons in need thereof within Fresno County.

1 CONTRACTOR agrees that it shall operate its emergency medical care program in
2 conformity with the medical policies, procedures and standards issued and amended by the Local EMS
3 Agency (hereinafter collectively referred to as the "COUNTY EMS Policies and Procedures," and
4 individually referred to as an "EMS Policy #").

5 **2. DUTIES OF COUNTY**

6 A. Subject to Subsection 3.B., below, COUNTY shall operate a central dispatching
7 facility and shall, on a non-exclusive basis, immediately refer all calls for emergency air ambulance in
8 accordance with COUNTY EMS Policies and Procedures.

9 1) COUNTY will assist CONTRACTOR in developing, implementing, and
10 maintaining an internal field supervision system to provide evaluation of CONTRACTOR's personnel
11 providing service under this Agreement according to the standards established by COUNTY EMS
12 Policies and Procedures.

13 2) COUNTY will do periodic and annual inspections of CONTRACTOR's
14 emergency air ambulance services personnel certifications, records, aircraft, equipment, and facilities
15 required by law and this Agreement. However, COUNTY shall not be liable or responsible for the
16 upkeep, maintenance, organization, suitability, or lack thereof, of such personnel certifications,
17 records, aircraft, equipment, and facilities.

18 B. Notwithstanding the above, COUNTY is not restricted by reason of this
19 Agreement from entering into an agreement for services that are the same as or similar to these
20 provided by CONTRACTOR pursuant to this Agreement with an entity other than CONTRACTOR
21 for the provision of emergency medical services within the same geographic area. The parties
22 acknowledge that COUNTY may award the same or a similar agreement to other entities for the
23 provision of air ambulance services in Fresno County. COUNTY shall notify CONTRACTOR of any
24 other proposal to enter into such an agreement with any other entity prior to award of such agreement.

25 **3. QUALIFICATION OF CONTRACTOR**

26 CONTRACTOR shall at all times meet the requirements set forth by Federal, State and
27 local laws and regulations, including to, but not limited to regulations or guidelines issued by the
28 Federal Aviation Administration, the Association of Air Medical Services (AAMS), the State

1 Department of Health, the California Health and Safety Code, the California Code of Regulations, the
2 County Department of Public Health with respect to medical standards, and any other applicable
3 statute or regulation with respect to the services, equipment, and materials, EMS aircraft operations
4 and maintenance, and qualifications of flight crew, which are the subject matter of this Agreement. In
5 the event of conflicting statutes or regulations, the statute or regulation setting forth the most stringent
6 requirements shall be adhered to by CONTRACTOR. In the event of a conflict between the terms of
7 this Agreement and any resolution or regulation of the COUNTY, the terms of this Agreement shall
8 prevail.

9 **4. AREA SERVED**

10 CONTRACTOR shall provide emergency air ambulance services, on a non-exclusive
11 basis, upon dispatch by COUNTY and upon direct call to CONTRACTOR to any location or incident
12 in accordance with COUNTY EMS Policies and Procedures. In addition, upon request of the
13 COUNTY's EMS Communications Center, or other appropriate dispatching/requesting agency (as
14 defined by COUNTY EMS Policies and Procedures), CONTRACTOR shall, to the extent consistent
15 with its primary responsibility to provide emergency air ambulance services on a non-exclusive basis,
16 render all reasonable prehospital "mutual aid" to those providers of emergency medical services
17 operating within the adjacent areas in order to ensure that timely emergency medical services are
18 rendered to persons in need of such services within those areas.

19 **5. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS**

20 A. CONTRACTOR shall provide appropriate aircraft (air ambulance), pilot, flight
21 crew, including appropriately licensed medical attendants, and medical equipment and personnel, as
22 set forth in this Agreement, in order to furnish "Advanced Life Support" (ALS) and "Basic Life
23 Support" (BLS) services to persons within the area defined above on a non-exclusive, on-call basis,
24 twenty-four (24) hours per day, seven (7) days per week.

25 Should CONTRACTOR be unable to operate or provide emergency air
26 ambulance services due to weather conditions, mechanical problems, or required maintenance,
27 CONTRACTOR shall immediately notify the COUNTY's EMS Communications Center. If possible,
28 CONTRACTOR shall provide the COUNTY's EMS Communications Center with advanced notice of

1 the unavailability of air ambulance services if said services will be unavailable for periods of time in
2 excess of eight (8) consecutive hours. CONTRACTOR shall provide COUNTY with monthly and
3 annual reports detailing service unavailability due to reasons other than commitment to other calls for
4 service.

5 "Advanced Life Support" services shall mean special services designed to
6 provide definitive emergency medical care, including, but not limited to, cardiopulmonary
7 resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous
8 therapy, administration of specified drugs and other medical preparations, and other specified
9 techniques and procedures administered by authorized personnel under direct supervision of a base
10 station hospital or according to approved written protocols.

11 "Basic Life Support" services shall mean emergency first aid and
12 cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and
13 cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life
14 without invasive techniques until the patient may be transported or until advanced life support is
15 available.

16 B. CONTRACTOR shall adhere to the following standards of performance:

17 1) For air ambulance service calls, which qualify for such service in the
18 COUNTY EMS Policies and Procedures, CONTRACTOR shall immediately dispatch air ambulances
19 to incidents with exception of weather conditions deemed by the pilot to be inappropriate for flying.

20 2) CONTRACTOR shall at all times maintain as a minimum, two (2)
21 persons who have appropriate medical training and licensure. At a minimum, the flight crew shall
22 consist of two (2) Emergency Medical Technician Paramedics ("EMT-P"), as those terms are defined
23 in the California Health and Safety Code and the California Code of Regulations, on the primary unit
24 responding to emergency medical services calls. On the primary air ambulance responding to an
25 emergency medical services call, CONTRACTOR may replace paramedic personnel with personnel
26 certified and licensed as an Registered Nurse/Flight Nurse or physician/flight physician, as those terms
27 are defined in Federal and State law and regulation, Association of Air Medical Services (AAMS),
28 COUNTY EMS Policies and Procedures, and COUNTY ordinance code and regulations. Should

1 CONTRACTOR be unable to operate or provide emergency air ambulance services for any of the
2 reasons authorized by Paragraph 6.A. of this Agreement, a backup or secondary responding air
3 ambulance shall be provided, when available. Such backup or secondary responding air ambulance
4 shall be staffed with a minimum of one (1) EMT-P in a manner consistent with State and local
5 standards for an "Advanced Life Support Rescue Aircraft."

6 3) CONTRACTOR shall make (and shall maintain for 180 days) a tape
7 recorded copy of all requests for medical aid through the designated public service answering point.

8 4) CONTRACTOR shall, consistent with COUNTY EMS Policies and
9 Procedures, develop, collect, maintain and transmit to COUNTY data regarding its delivery of services
10 hereunder.

11 5) CONTRACTOR shall notify the COUNTY's EMS Communications
12 Center immediately upon receipt of calls for medical aid and/or transportation.

13 6) CONTRACTOR shall make and maintain radio contact with the
14 COUNTY EMS Med-Net System for the purpose of tracking and data collection.

15 7) CONTRACTOR agrees to provide an internal quality improvement
16 program, which adheres to the COUNTY EMS policies and procedures.

17 8) CONTRACTOR shall supply a Physician Medical Director who shall be
18 responsible for medical control and quality assurance of its helicopter program and who shall report
19 directly to the COUNTY's Emergency Medical Services Medical Director.

20 9) CONTRACTOR shall develop and implement written operational
21 policies and procedures which are subject to the review and approval of the EMS Agency and
22 consistent with the standards recommended by AAMS and Federal Aviation Administration.

23 10) CONTRACTOR shall provide safety training to all crew members as
24 recommended by AAMS. The safety training curriculum shall be subject to the review and approval
25 of the EMS Agency.

26 11) CONTRACTOR shall provide training in aeromedical transportation to
27 all crew members. Such training shall meet the requirements of Title 22 of the California Code of
28 Regulations, and the recommendations of AAMS.

1 12) CONTRACTOR shall provide all pilots with an orientation on the
2 COUNTY EMS System. This program shall be subject to the review and approval of the EMS
3 Agency.

4 13) CONTRACTOR shall provide an orientation in aircraft safety and
5 operation to requesting Fresno County prehospital first responders and/or ambulance agencies, and to
6 EMS training programs conducted by the EMS Agency.

7 **6. EQUIPMENT AND PERSONNEL**

8 CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any and all
9 items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified
10 personnel as may be necessary to fulfill its obligations under this Agreement. As between the
11 COUNTY and CONTRACTOR, title to all such equipment, apparatus and supplies furnished by
12 CONTRACTOR, shall remain at all times in CONTRACTOR, and personnel assigned to the
13 performance of this Agreement are and shall remain employees or contractors of the CONTRACTOR.

14 **7. INDEPENDENT CONTRACTOR**

15 In performance of the work, duties and obligations assumed by CONTRACTOR
16 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
17 the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
18 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
19 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
20 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
21 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify
22 that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

23 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
24 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the
25 subject thereof.

26 Because of its status as an independent contractor, CONTRACTOR shall have
27 absolutely no right to employment rights and benefits available to COUNTY employees.

28 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees

1 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
2 save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
3 including compliance with Social Security withholding and all other regulations governing such
4 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
5 providing services to others unrelated to the COUNTY or to this Agreement.

6 **8. CONSIDERATION**

7 In consideration for the services, equipment, and materials furnished by the
8 CONTRACTOR under this Agreement, CONTRACTOR agrees to accept as full compensation
9 therefor the authorization to provide emergency medical services under this Agreement, and any
10 amounts received by CONTRACTOR from fee for service billing. The parties further agree that the
11 compensation received by CONTRACTOR for fee for service billing shall constitute full payment for
12 the services, equipment and materials rendered by CONTRACTOR pursuant to this Agreement and
13 that COUNTY shall have no obligation in connection therewith. In addition, the parties agree that the
14 compensation stated above is inclusive of and fulfills any and all obligations COUNTY may have
15 presently or at anytime during the term of this Agreement to compensate, reimburse or otherwise pay
16 CONTRACTOR for emergency medical services provided by CONTRACTOR to medically indigent
17 patients.

18 **9. MODIFICATION**

19 Any matters of this Agreement may be modified from time to time by the written consent
20 of all the parties without, in any way, affecting the remainder.

21 **10. NON-ASSIGNMENT**

22 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
23 under this Agreement without the prior written consent of the other party; provided, however, that the
24 parties agree that CONTRACTOR may subcontract its clinical crew obligations to K.W.P.H. Enterprises, a
25 California corporation d/b/a American Ambulance.

26 **11. AUDITING**

27 Subject to any and all applicable laws, COUNTY's Auditor-Controller/Treasurer-Tax
28 Collector shall have the right to review any and all books, accounts, financial and accounting records,

1 bills and the like of CONTRACTOR relating to services provided under this Agreement.
2 CONTRACTOR shall retain and make available for inspection by COUNTY's Auditor-
3 Controller/Treasurer-Tax Collector for at least a three (3) year period from final payment under this
4 Agreement, all of the documents and records described above.

5 **12. NOTICES**

6 The persons and their addresses having authority to give and receive notices under this
7 Agreement include the following:

8 COUNTY

9 COUNTY OF FRESNO
10 Department of Public Health
P.O. Box 11867
Fresno, CA 93775

CONTRACTOR

Air Methods Corporation
7301 S. Peoria Street
Englewood, CO 80112
Attn: Vice President, Pac West Region

11 All notices between the COUNTY and CONTRACTOR provided for or permitted
12 under this Agreement must be in writing and delivered either by personal service, by first-class United
13 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
14 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
15 United States mail is effective three COUNTY business days after deposit in the United States mail,
16 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
17 is effective one COUNTY business day after deposit with the overnight commercial courier service,
18 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A
19 notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if
20 such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to
21 be effective at the next beginning of a COUNTY business day), provided that the sender maintains a
22 machine record of the completed transmission. For all claims arising out of or related to this Agreement,
23 nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures
24 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the
25 Government Code, beginning with section 810).

26 **13. INSURANCE**

1 A. Without limiting the COUNTY's right to obtain indemnification from
2 CONTRACTOR or any third parties, subject to the CONTRACTOR's right to seek subrogation for
3 indemnification paid to COUNTY under this Agreement and to the extent such indemnification is paid
4 pursuant to this paragraph, CONTRACTOR, at its sole expense, shall maintain or cause to be
5 maintained in full force and effect the following insurance policies throughout the term of this
6 Agreement:

7 1) Combined aircraft liability, bodily injury and property damage liability
8 insurance aggregate in an amount of not less than Twenty Million Dollars (\$20,000,000) in coverage
9 for each occurrence; and

10 2) Commercial General Liability Insurance with limits of not less than
11 Twenty Million Dollars (\$20,000,000) per occurrence and an annual aggregate of Twenty Million
12 Dollars (\$20,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
13 specific coverage including completed operations, product liability, contractual liability, Explosion,
14 Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed
15 necessary because of the nature of the Agreement; and

16 3) If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
17 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
18 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
19 aggregate.

20 4) Comprehensive Automobile Liability Insurance with limits for bodily
21 injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred
22 Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand
23 Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars
24 (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this
25 Agreement; and

26 5) Workers Compensation insurance for any and all of CONTRACTOR's
27 employees who will be assigned to the performance of this Agreement by CONTRACTOR in
28 accordance with the California Labor Code.

1 B. Such insurance policies shall name the COUNTY, its officers, agents,
2 employees, local EMS Agency, and EMS Medical Director(s), individually and collectively, as
3 additional insured (except Workers Compensation Insurance), but only insofar as the operations under
4 this contract are concerned. Such coverage for additional insured shall apply as primary insurance and
5 any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents, employees,
6 local EMS Agency, and EMS Medical Director(s), shall be excess only and not contributing with
7 insurance provided under the CONTRACTOR's policies herein. This insurance shall not be cancelled
8 or changed to restrict coverage without a minimum of thirty (30) days' advanced, written notice given
9 to COUNTY.

10 C. Prior to the commencement or performing its obligations under this Agreement
11 (and annually thereafter from such date), CONTRACTOR shall provide certificates of insurance on
12 the foregoing policies as required herein, to the County of Fresno, Department of Public Health, P.O.
13 Box 11867, Fresno, California 93775, Attention: Contracts Section – 6th Floor, stating that such
14 insurance coverages have been obtained and are in full force; that the COUNTY, its officers, agents,
15 employees, local EMS Agency, and EMS Medical Director(s), individually and collectively, shall be
16 named as additional insured (except Worker Compensation Insurance), but only insofar as the
17 operations under this contract are concerned; that such coverage for additional insured shall apply as
18 primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its
19 officers, agents, employees, local EMS Agency, and EMS Medical Director(s) shall be excess only
20 and not contributing with insurance provided under the CONTRACTOR's policies herein; and that
21 this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
22 written notice given to COUNTY.

23 D. CONTRACTOR may self-insure such of those risks as are identified in
24 Subparagraph 11.A.1. of this Agreement with the RMA Program or Self-Insurance plans, provided
25 however, that:

26 1) The COUNTY, its officers, agents, employees, local EMS Agency,
27 and EMS Medical Director(s), individually and collectively, shall be named as additional insured
28 (except the Workers Compensation Insurance Policy), on CONTRACTOR's RMA Program or Self-

1 Insurance plans, but only insofar as the operations under this Agreement are concerned;

2 2) Such RMA Program or Self-Insurance plans shall be reviewed and
3 approved by COUNTY's Risk Manager, which such approval shall be given prior to the
4 commencement of CONTRACTOR's obligations under this Agreement; and

5 3) All those provisions identified in Subparagraphs 11.B and 11.C. of
6 this Agreement concerning the relationship of CONTRACTOR's primary insurance and COUNTY's
7 excess insurance or self-insurance to each other, the requirement of CONTRACTOR delivering a
8 certificate of insurance to COUNTY, and the cancellation/change of insurance requirements shall
9 apply to such RMA Program or Self-Insurance plans as though such RMA Program or Self-Insurance
10 plans were such insurance policies.

11 4) All policies shall be with admitted insurers licensed to do business in
12 the State of California. Insurance purchased shall be from companies possessing a current A.M. Best,
13 Inc. rating of A FSC VII or better.

14 E. In the event CONTRACTOR fails to keep in effect at all times insurance
15 coverage or RMA Program or Self-insurance plans as herein provided, the COUNTY may, in addition
16 to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such
17 event.

18 The insurance requirements of this Section 11 shall apply to CONTRACTOR's
19 personnel during their performance of any activity which is the subject of this Agreement, or any
20 amendment hereto, including, but not limited to, their participation in clinical education programs and
21 prehospital experience while assigned to a separate paramedic ground ambulance provider.

22 **14. INDEMNITY AND HOLD HARMLESS**

23 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless
24 COUNTY, its elective and appointive boards, officers, agents, employees, local EMS Agency, and
25 EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and
26 judgments of any nature, including reasonable attorney fees and court costs. for injury to, and death of,
27 any person, and for injury to any property, including consequential damages of any nature resulting
28 therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of

1 CONTRACTOR, its officers, employees, agents or contractors in performing or failing to perform any
2 services or functions provided for or referred to or in any way connected with any work, services, or
3 functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors under
4 this Agreement. The foregoing clause shall in no way obligate CONTRACTOR to provide such
5 protection, indemnification, or defense to the extent of acts or omissions by the COUNTY, its officers,
6 employees, agents, or contractors.

7 COUNTY agrees to protect, defend, indemnify and hold harmless CONTRACTOR, its elective
8 and appointive boards, officers, agents and employees from any and all claims, suits, liabilities,
9 expenses, costs, damages, and judgments of any nature, including reasonable attorney fees and court
10 costs, for injury to, and death of, any persons, and for injury to any property, including consequential
11 damages of any nature resulting therefrom, arising out of, or in any way connected with the acts or
12 omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in performing or
13 failing to perform any services or functions provided for or referred to or in any way connective with
14 any work, services, or functions to be performed by COUNTY, its officers, employees, agents or
15 contractors under this Agreement. The foregoing clause shall in no way obligate the COUNTY to
16 provide such protection, indemnification or defense to the extent of acts or omissions by the
17 CONTRACTOR, its officers, employees, agents or contractors.

18 **15. TERM OF AGREEMENT**

19 This Agreement shall become effective on the 1st day of April, 2017, and shall terminate
20 on the 31st day of March, 2019.

21 **16. TERMINATION OF AGREEMENT**

22 Either party hereto may terminate this Agreement at any time without cause upon ninety
23 (90) days written notice to the other party. Prior to giving such notice, the terminating party shall
24 notify the other party of its intention to terminate and shall allow the other party an opportunity to
25 appear before the COUNTY's Board of Supervisors or CONTRACTOR's President concerning such
26 notice of termination.

27 The terms of this Agreement, and the services to be provided thereunder, are contingent
28 on the approval of funds by the COUNTY's Board of Supervisors solely for the COUNTY's

1 Emergency Medical Services program. Should sufficient funds not be allocated by COUNTY, the
2 services provided may be modified, or this Agreement terminated at any time by COUNTY giving the
3 CONTRACTOR thirty (30) days advance written notice. The foregoing provisions of this paragraph
4 shall not be construed or implied as providing for any monetary compensation payable by COUNTY
5 to CONTRACTOR.

6 The terms of this Agreement, and the services to be provided hereunder, are contingent
7 on consummation of CONTRACTOR'S asset purchase transaction from ROAM, a California general
8 partnership, for the SkyLife program assets. Should the transaction not be consummated,
9 CONTRACTOR shall promptly provide written notice to COUNTY and this Agreement shall
10 terminate upon COUNTY'S receipt of such notice.

11 Either party hereto may terminate this Agreement at any time for cause for the other
12 party's material breach of its obligations affecting the public health and safety if not less than ten (10)
13 days advance, written notice has been given to the other party and such breach remains uncured. The
14 party receiving said notice may respond to said notice and any charges contained therein within the ten
15 (10) day period.

16 In the event of termination, each party shall be responsible for complying with all laws
17 applicable to them, if any, respecting reduction or termination of medical services.

18 **17. FORCE MAJEURE**

19 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to
20 carry out its obligations under this Agreement, that party shall give to the other party hereto prompt
21 written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligation of
22 the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during,
23 but no longer than, the continuance of the Force Majeure, except for a reasonable time thereafter
24 required to resume performance.

25 B. During any period in which either party hereto is excused from performance by
26 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently,
27 and in good faith take all reasonable action required in order for it to be able to promptly commence or
28 resume performance of its obligations under this Agreement. Without limiting the generality of the

1 foregoing, the party so excused from performance shall, during any such period of Force Majeure, take
2 all reasonable action necessary to terminate any temporary restraining order or preliminary or
3 permanent injunctions to enable it to so commence or resume performance of its obligations under this
4 Agreement.

5 C. The party whose performance is excused due to the occurrence of an event of
6 Force Majeure shall, during such period, keep the other party hereto notified of all such actions
7 required in order for it to be able to commence or resume performance of its obligations under this
8 Agreement.

9 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other
10 extraordinary causes not reasonably within the control of either of the parties hereto.

11 **18. GOVERNING LAW**

12 Venue for any action arising out of or relating to this Agreement shall only be in Fresno
13 County, California. The rights and obligations of the parties and all interpretation and performance of this
14 Agreement shall be governed in all respects by the laws of the State of California.

15 **19. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

16 This provision is only applicable if the CONTRACTOR is operating as a
17 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
18 CONTRACTOR changes its status to operate as a corporation.

19 Members of the CONTRACTOR's Board of Directors shall disclose any self-
20 dealing transactions that they are a party to while CONTRACTOR is providing goods or performing
21 services under this agreement. A self-dealing transaction shall mean a transaction to which the
22 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.
23 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
24 by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A
25 and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the
26 self-dealing transaction or immediately thereafter.
27

28 **20. SEVERABILITY**

1 The provisions of this Agreement are severable. The invalidity or unenforceability of
2 any one provision in the Agreement shall not affect the other provisions.

3 **21. ENTIRE AGREEMENT**

4 The parties agree that all of the terms of this Agreement shall be binding upon them, and
5 their successors-in-interest, assigns and legal representatives, and that together these terms constitute
6 the entire agreement of the parties with respect to the subject matter hereof. This Agreement
7 supersedes all previous negotiations, proposals, commitments, writings, understandings and
8 agreements of any nature whatsoever concerning the subject matter hereof unless expressly included
9 in this Agreement. No variation or modification of this Agreement and no waiver of any of its
10 provisions or conditions shall be valid unless in writing and signed by an authorized agent or officer of
11 the parties. This Agreement may not be assigned by CONTRACTOR or COUNTY without the
12 written consent of the other party. CONTRACTOR shall not delegate, subcontract, assign, or transfer
13 any of its duties hereunder without the written consent of the COUNTY, except as provided for in
14 Section 10 above.

15 ///

16 ///

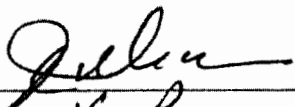
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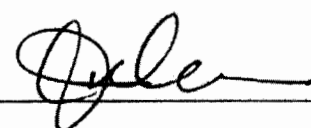
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR:**

5
6 By: 
7 Title: V. P.

8
9 Date: 02/10/2017

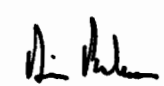
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11 By: 

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13 Print Name: J. WEAVER

14
15 Title: V. P.

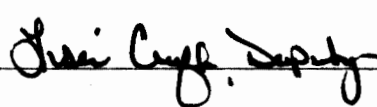
16
17 Date: 02/10/2017

COUNTY OF FRESNO

By: 
Chairman, Board of Supervisors

Date: March 28, 2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 

Date: March 28, 2017

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 AGREEMENT BETWEEN COUNTY OF FRESNO AND
2 AIR METHODS CORPORATION

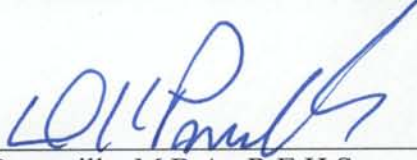
3 APPROVED AS TO LEGAL FORM:
4 DANIEL C. CEDERBORG, COUNTY COUNSEL

5
6 By  _____
7
8

9 APPROVED AS TO ACCOUNTING FORM:
10 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
11 TREASURER-TAX COLLECTOR

12
13 By  _____
14

15 REVIEWED AND RECOMMENDED FOR APPROVAL:

16
17 By  _____
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19 David Pomaville, M.B.A., R.E.H.S.
20 Director
21 Department of Public Health

22 Fund/Subclass: 0001/10000
23 Organization #: 56201695
24 Account #: 7295
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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the Corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	