

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated April 9, 2024 and is between Mercy Air Service, Inc. a California Corporation and wholly owned subsidiary of Air Methods LLC, a Delaware Limited Liability Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. 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 Safety Code Section 1797.200.

B. Contractor desires to provide emergency air ambulance services to persons needing such services within the boundaries of Fresno County.

C. Contractor desires to utilize Fresno County communications infrastructure and desires to provide emergency air ambulance services pursuant to the terms of this Agreement.

D. 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.

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

F. 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.

The parties therefore agree as follows:

### Article 1

#### Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

## Article 2

## County's Responsibilities

2.1 Subject to section 2.4 below, County shall operate a central dispatching facility and shall, on a non-exclusive basis, immediately refer all calls for emergency air ambulance in accordance with County EMS Policies and Procedures.

2.2 County will assist Contractor in developing, implementing, and maintaining an internal field supervision system to provide evaluation of Contractor's personnel providing service under this Agreement according to the standards established by County EMS Policies and Procedures.

2.3 County will do periodic and annual inspections of Contractor's emergency air ambulance services personnel certifications, records, aircraft, equipment, and facilities required by law and this Agreement. However, County shall not be liable or responsible for the upkeep, maintenance, organization, suitability, or lack thereof, of such personnel certifications, records, aircraft, equipment, and facilities.

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

### Article 3

## Consideration and Compensation

3.1 In consideration for the services, equipment, and materials furnished by the

Contractor under this Agreement, Contractor agrees to accept as full compensation therefor the authorization to provide emergency medical services under this Agreement, and any amounts received by Contractor from fee for service billing. The parties further agree that the compensation received by Contractor for fee for service billing shall constitute full payment for the services, equipment and materials rendered by Contractor pursuant to this Agreement and that County shall have no obligation in connection therewith.

3.2 For Contractor's use of communication system infrastructure, Contractor agrees to pay County and County agrees to receive an annual lump-sum payment. In no event shall compensation under this Agreement be in excess of the amounts listed as follows:

(A) For the period of April 1, 2024 through March 31, 2025, the amount of this Agreement shall not exceed Eight Thousand Eight Hundred Four and 00/100 Dollars (\$8,804.00).

(B) For the period of April 1, 2025 through March 31, 2026, the amount of this Agreement shall not exceed Nine Thousand Sixty-Nine and 00/100 Dollars (\$9,069.00).

(C) For the period of April 1, 2026 through March 31, 2027, the amount of this Agreement shall not exceed Nine Thousand Three Hundred Forty-One and 00/100 Dollars (\$9,341.00).

(D) For the period of April 1, 2027 through March 31, 2028, the amount of this Agreement shall not exceed Nine Thousand Six Hundred Twenty-One and 00/100 Dollars (\$9,621.00).

(E) For the period of April 1, 2028 through March 31, 2029, the amount of this Agreement shall not exceed Nine Thousand Nine Hundred Nine and 00/100 Dollars (\$9,909.00).

3.3 County shall provide an invoice to Contractor in April of each year, and Contractor shall pay County within 60 days following its receipt of such invoice at the following address: Department of Public Health – Emergency Services Division, P.O. Box 11867, Fresno, CA 93775.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on April 1, 2024 and terminates on March 31,  
4 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"  
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
7 year periods only upon written approval of both parties at least 30 days before the first day of  
8 the next one-year extension period. The Director of the Department of Public Health or his or  
9 her designee is authorized to sign the written approval on behalf of the County based on the  
10 Contractor's satisfactory performance. The extension of this Agreement by the County is not a  
11 waiver or compromise of any default or breach of this Agreement by the Contractor existing at  
12 the time of the extension whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and  
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director, Department of Public Health  
19 County of Fresno  
20 P.O. Box 11867  
Fresno, CA 93775  
CCEMSA@fresnocountyca.gov

21 **For the Contractor:**

22 Air Methods Corporation  
23 5500 S Quebec St, Ste 300  
Greenwood Village, CO 80111  
Attn: Vice President for PacWest Region  
with copy to Legal Dept.

24 5.2 **Change of Contact Information.** Either party may change the information in section  
25 5.1 by giving notice as provided in section 5.3.

26 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
27 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
28 this Agreement, and be delivered either by personal service, by first-class United States mail, by

an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email with respect to County.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

**5.4 Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## **Article 6**

### **Termination and Suspension**

**6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement upon the mutual written agreement of the Contractor and the County; or

(B) Terminate this Agreement.

1       **6.2 Termination for Breach.**

2           (A) Upon determining that a breach (as defined in paragraph (C) below) has  
3           occurred, either party may give written notice of the breach to the other party. The  
4           written notice may suspend performance under this Agreement if the defaulting party  
5           fails to cure the breach within the following cure period, and must provide at least 30  
6           days for the Contractor to cure the breach.

7           (B) If the defaulting party fails to cure the breach to the other party's satisfaction  
8           within the 30 day cure period, the non-breaching party may terminate this Agreement  
9           immediately.

10          (C) For purposes of this section, a breach occurs when, in the determination of the  
11          County, the Contractor has:

- 12               (1) Obtained or used funds illegally or improperly;  
13               (2) Failed to comply with any part of this Agreement;  
14               (3) Submitted a substantially incorrect or incomplete report to the County; or  
15               (4) Improperly performed any of its obligations under this Agreement.

16       **6.3 Termination without Cause.** In circumstances other than those set forth above,  
17       either party may terminate this Agreement by giving at least 120 days advance written notice to  
18       the other party.

19       **6.4 No Penalty or Further Obligation.** Subject to the County's compliance herewith, any  
20       termination of this Agreement by the County under this Article 6 is without penalty to or  
21       further obligation of the County.

22                               **Article 7**

23                               **Independent Contractor**

24       **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
25       agents, employees, and volunteers, is at all times acting and performing as an independent  
26       contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
27       venturer, partner, or associate of the County.

28       **7.2 Verifying Performance.** The County has no right to control, supervise, or direct the

manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

## **Article 8**

### **Indemnity and Defense**

8.1 **Contractor's Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against claims, demands, injuries, damages, costs, expenses (including reasonable attorney fees and costs), fines, penalties, and liabilities to the County, the Contractor, or any third party to the extent of the foregoing arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 **County's Indemnity.** The County shall indemnify and hold harmless and defend the Contractor (including its officers, agents, employees, and volunteers) against claims, demands, injuries, damages, costs, expenses (including reasonable attorney fees and costs), fines, penalties, and liabilities to the Contractor, the County, or any third party to the extent the foregoing arise from or relate to the performance or failure to perform by the County (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Contractor may conduct or participate in its own defense without affecting the County's obligation to indemnify and hold harmless or defend the forgoing parties.

1       8.3     **Survival.** This Article 8 survives the termination of this Agreement.

2                               **Article 9**

3                               **Insurance**

4       9.1     The Contractor shall comply with all the insurance requirements in Exhibit B to this  
5 Agreement.

6                               **Article 10**

7                               **Inspections, Audits, and Public Records**

8       10.1    **Inspection of Documents.** The Contractor shall make available to the County, and  
9 the County may examine at any time which is mutually agreed by the Contractor and the County  
10 during business hours and no more often than once per quarter, all of the Contractor's records  
11 and data with respect to the matters covered by this Agreement, excluding attorney-client  
12 privileged communications, confidential information, proprietary information, and any other  
13 nonpublic information. Subject to the foregoing limitations, the Contractor shall, upon request by  
14 the County, and at a time to be mutually agreed by the Contractor and the County, permit the  
15 County to audit and inspect all of such records and data to ensure the Contractor's compliance  
16 with the terms of this Agreement.

17       10.2    **Public Records.** The County is not limited in any manner with respect to its public  
18 disclosure of this Agreement or any record or data that the Contractor may provide to the  
19 County, except as set forth herein or as set forth in applicable law. Subject to the limitations set  
20 forth herein, the County's public disclosure of this Agreement or any record or data that the  
21 Contractor may provide to the County may include but is not limited to the following:

22               (A) The County may voluntarily, or upon request by any member of the public or  
23 governmental agency, disclose this Agreement to the public or such governmental  
24 agency.

25               (B) The County may voluntarily, or upon request by any member of the public or  
26 governmental agency, disclose to the public or such governmental agency any record or  
27 data that the Contractor may provide to the County, unless such disclosure is prohibited  
28 by court order, attorney-client privileged communications, confidential information,



propriety information, or any other nonpublic information.

(C) This Agreement, and certain records or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and certain records or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and certain records or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) If in violation of applicable law, any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

**10.3 Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within 10 calendar days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records or is rejection such request based on applicable law. The Contractor shall cooperate with the County with respect to

any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure.

## **Article 11**

### **Disclosure of Self-Dealing Transactions**

11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

## **Article 12**

### **General Terms**

12.1 **Modification.** This Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party; provided, however, that the Contractor may assign its rights or delegate its obligations under this Agreement without such prior written consent: (A) as part of the Contractor's participation in the sale of all or substantially all of the Contractor's assets, a merger, or a similar change of control; or (B) to a

1 third party licensed ground or air ambulance provider..

2 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
3 or related to this Agreement.

4 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
5 County, California. Contractor consents to California jurisdiction for actions arising from or  
6 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
7 brought and maintained in Fresno County.

8 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
9 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
10 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
11 against either party.

12 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

13 12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
14 only and are not part of this Agreement.

15 12.8 **Severability.** If anything in this Agreement is found by a court of competent  
16 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
17 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
18 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
19 intent.

20 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
21 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
22 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
23 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
24 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
25 all applicable State of California and federal statutes and regulation.

26 12.10 **No Waiver.** Payment, waiver, or discharge by either party of any liability or obligation  
27 of the other party under this Agreement on any one or more occasions is not a waiver of  
28 performance of any continuing or other obligation of the party and does not prohibit enforcement

1 by the other party of any obligation on any other occasion.

2 12.11 **Force Majeure.** If either party hereto is rendered unable, wholly or in part, by Force  
3 Majeure to carry out its obligations under this Agreement, that party shall give to the other party  
4 hereto prompt written notice of the Force Majeure with full particulars relating thereto.  
5 Thereupon, the obligation of the party giving the notice, so far as they are affected by the Force  
6 Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure,  
7 except for a reasonable time thereafter required to resume performance.

8 During any period in which either party hereto is excused from performance by  
9 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,  
10 diligently, and in good faith take all reasonable action required in order for it to be able to  
11 promptly commence or resume performance of its obligations under this Agreement. Without  
12 limiting the generality of the foregoing, the party so excused from performance shall, during any  
13 such period of Force Majeure, take all reasonable action necessary to terminate any temporary  
14 restraining order or preliminary or permanent injunctions to enable it to so commence or resume  
15 performance of its obligations under this Agreement.

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

20 "Force Majeure" is defined as an Act of God, act of public enemy, war, pandemic,  
21 epidemic, government mandates, quarantine restrictions and other extraordinary causes not  
22 reasonably within the control of either of the parties hereto.

23 12.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
24 between the Contractor and the County with respect to the subject matter of this Agreement,  
25 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
26 publications, and understandings of any nature unless those things are expressly included in  
27 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
28 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving

precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

12.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that

1 representation.

2 (E) This Agreement is not conditioned upon the parties conducting the transactions  
3 under it by electronic means and either party may sign this Agreement with an original  
4 handwritten signature.

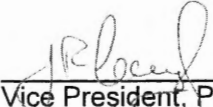
5 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
6 original, and all of which together constitute this Agreement.

7 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 AIR METHODS LLC

COUNTY OF FRESNO

3  
4   
5 Vice President, Pac West Region

  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

6  
7 Jim Caryl  
8 Print name

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

9 5500 S. Quebec St., Ste 300  
10 Greenwood Village, CO 80111

By:   
Deputy

11 For accounting use only:

12 Org No.: 56201693  
13 Account No.: 5039  
14 Fund No.: 0001  
15 Subclass No.: 10000

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## **Exhibit A**

### **Scope of Services**

#### **1. Duties of Contractor**

A. 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.

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

#### **2. Qualification of Contractor**

Contractor shall at all times meet the requirements set forth by Federal, State and local laws and regulations, including to, but not limited to regulations or guidelines issued by the Federal Aviation Administration, the Association of Air Medical Services (AAMS), the State Department of Health, the California Health and Safety Code, the California Code of Regulations, the County Department of Public Health with respect to medical standards, and any other applicable statute or regulation with respect to the services, equipment, and materials, EMS aircraft operations and maintenance, and qualifications of flight crew, which are the subject matter of this Agreement. In the event of conflicting statutes or regulations, the statute or regulation which is applicable shall be adhered to by Contractor. In the event of a conflict between the terms of this Agreement and any resolution or regulation of the County, the terms of this Agreement shall prevail.

#### **3. Area Served**

Contractor shall provide emergency air ambulance services, on a non-exclusive basis, upon dispatch by County and upon direct call to Contractor, subject to availability, to any location or incident within the Contractor's service area in accordance with County EMS Policies and Procedures. In addition, upon request of the County's EMS Communications Center, or other appropriate dispatching/requesting agency (as defined by County EMS Policies and Procedures), Contractor shall endeavor to, to the extent consistent with its primary responsibility



## Exhibit A

to provide emergency air ambulance services on a non-exclusive basis and subject to availability, render all reasonable prehospital "mutual aid" to those providers of emergency medical services operating within the adjacent areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

### 4. Services to be Provided and Performance Standards

A. Contractor shall provide appropriate aircraft (air ambulance), pilot, flight crew, including appropriately licensed medical attendants, and medical equipment and personnel, as set forth in this Agreement, in order to furnish "Advanced Life Support" (ALS) and "Basic Life Support" (BLS) services to persons within the area defined above on a non-exclusive, on-call basis, twenty-four (24) hours per day, seven (7) days per week, subject to availability. Notwithstanding anything to the contrary herein, the Contractor's availability is subject to operational limitations, including, without limitation, weather, safety, maintenance, aircraft configuration, FAA regulations, staffing, and duty-time limitations.

Should Contractor be unable to operate or provide emergency air ambulance services due to weather conditions, mechanical problems, or required maintenance, Contractor shall immediately notify the County's EMS Communications Center. If possible, Contractor shall endeavor to provide the County's EMS Communications Center with advanced notice of the unavailability of air ambulance services if said services will be unavailable for periods of time in excess of eight (8) consecutive hours. Contractor shall provide County with monthly and annual reports detailing service unavailability due to reasons other than commitment to other calls for service.

"Advanced Life Support" services shall mean special services designed to provide definitive 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 medical preparations, and other specified techniques and procedures administered by authorized personnel under direct supervision of a base station hospital or according to approved written protocols.

"Basic Life Support" services shall mean emergency first aid and cardiopulmonary

## Exhibit A

resuscitation procedures which, as a minimum, includes recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

B. Contractor shall adhere to the following standards of performance:

- 1) For air ambulance service calls, which qualify for such service in the County EMS Policies and Procedures, Contractor shall, as soon as reasonably safe, dispatch air ambulances to incidents with exception of weather conditions and other operational limitations deemed by the pilot, mechanics, operational control center, regulators, or clinicians to be inappropriate for flying
- 2) Contractor shall at all times maintain as a minimum, two (2) persons who have appropriate medical training and licensure. At a minimum and except as set forth below, the flight crew shall consist of two (2) Emergency Medical Technician Paramedics ("EMT-P"), as those terms are defined in the California Health and Safety Code and the California Code of Regulations, on the primary unit responding to emergency medical services calls. On the primary air ambulance responding to an emergency medical services call, Contractor may replace paramedic personnel with personnel certified and licensed as an Registered Nurse/Flight Nurse or physician/flight physician, as those terms are defined in Federal and State law and regulation, Association of Air Medical Services (AAMS), County EMS Policies and Procedures, and County ordinance code and regulations.
- 3) Contractor shall make (and shall maintain for 180 days) a recording of all requests for medical aid through the designated public service answering point.
- 4) Contractor shall, to the extent required by the County EMS Policies and Procedures, develop, collect, maintain and transmit to County data regarding its delivery of services hereunder.
- 5) Contractor shall notify the County's EMS Communications Center

## Exhibit A

1 immediately upon receipt of calls for medical aid and/or transportation.

2 6) Contractor shall make and maintain radio contact with the County EMS  
3 Med-Net System for the purpose of tracking and data collection.

4 7) Contractor agrees to provide an internal quality improvement program, to  
5 the extent required by the County EMS policies and procedures.

6 8) Contractor shall supply a Physician Medical Director who shall be  
7 responsible for medical control and quality assurance of its helicopter program  
8 and who shall report directly to the County's Emergency Medical Services  
9 Medical Director.

10 9) Contractor shall develop and implement written operational policies and  
11 procedures, as required by the EMS Agency and consistent with the standards  
12 recommended by AAMS and Federal Aviation Administration.

13 10) Contractor shall provide safety training to all crewmembers as required by  
14 AAMS.

15 11) Contractor shall provide training in aeromedical transportation to all of the  
16 Contractor's crewmembers. Such training shall meet the requirements of Title 22  
17 of the California Code of Regulations, and the recommendations of AAMS.

18 12) Contractor shall provide all pilots with an orientation on the County EMS  
19 System.

20 13) Subject to availability, Contractor shall provide an orientation in aircraft  
21 safety and operation to the Contractor's requesting Fresno County prehospital  
22 first responders and/or ambulance agencies, and to EMS training programs  
23 conducted by the EMS Agency

### 24 C. Equipment and Personnel

25 Contractor shall furnish, operate, maintain and replace, as necessary, any and all  
26 items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified  
27 personnel as may be necessary to fulfill its obligations under this Agreement. As between the  
28 County and Contractor, title to all such equipment, apparatus and supplies furnished by

## Exhibit A

Contractor, shall remain at all times in Contractor, and personnel assigned to the performance of this Agreement are and shall remain employees or contractors of the Contractor.

## Exhibit B

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Aircraft Liability.** Combined aircraft liability, bodily injury, products and completed operations, and property damage liability insurance coverage in an amount not less than Twenty Million Dollars (\$20,000,000) per occurrence. This coverage must be issued on an occurrence basis. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (C) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (F) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

## Exhibit B

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, or email, [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov), certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any material change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or material change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any of Contractor's insurance policies required by this Agreement except to the extent the County is at fault. Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

## Exhibit B

(G) **Subcontractors.** The Contractor shall require and verify that all air ambulance subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

## **Exhibit C**

### **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).



## Exhibit C

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