

A G R E E M E N T

THIS AGREEMENT is made and entered into this 12th day of March, 2019, 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 whose address is 5500 S. Quebec St., Greenwood Village, CO 80111, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

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 utilize Fresno County communications infrastructure; 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

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

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

8           2.       DUTIES OF COUNTY

9  
10          A.       Subject to Subsection 2.D., below, COUNTY shall operate a central dispatching  
11 facility and shall, on a non-exclusive basis, immediately refer all calls for emergency air ambulance in  
12 accordance with COUNTY EMS Policies and Procedures.

13          B.       COUNTY will assist CONTRACTOR in developing, implementing, and  
14 maintaining an internal field supervision system to provide evaluation of CONTRACTOR's personnel  
15 providing service under this Agreement according to the standards established by COUNTY EMS  
16 Policies and Procedures.

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

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

1 3. QUALIFICATION OF CONTRACTOR

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

12 4. AREA SERVED

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

22 5. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS

23 A. CONTRACTOR shall provide appropriate aircraft (air ambulance), pilot, flight  
24 crew, including appropriately licensed medical attendants, and medical equipment and personnel, as  
25 set forth in this Agreement, in order to furnish "Advanced Life Support" (ALS) and "Basic Life Support"  
26 (BLS) services to persons within the area defined above on a non-exclusive, on-call basis, twenty-four  
27 (24) hours per day, seven (7) days per week.  
28

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 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 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 immediately dispatch air ambulances to incidents with exception of weather conditions deemed by the pilot 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, 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

1 as an Registered Nurse/Flight Nurse or physician/flight physician, as those terms are  
2 defined in Federal and State law and regulation, Association of Air Medical Services  
3 (AAMS), COUNTY EMS Policies and Procedures, and COUNTY ordinance code and  
4 regulations. Should CONTRACTOR be unable to operate or provide emergency air  
5 ambulance services for any of the reasons authorized by Paragraph 5.A. of this  
6 Agreement, a backup or secondary responding air ambulance shall be provided, when  
7 available. Such backup or secondary responding air ambulance shall be staffed with a  
8 minimum of one (1) EMT-P in a manner consistent with State and local standards for an  
9 "Advanced Life Support Rescue Aircraft."

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

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

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

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

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

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

25 9) CONTRACTOR shall develop and implement written operational policies and  
26 procedures, which are subject to the review and approval of the EMS Agency and  
27 consistent with the standards recommended by AAMS and Federal Aviation  
28 Administration.

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

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

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

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

6. EQUIPMENT AND PERSONNEL

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

7. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on April 1, 2019 through and including March 31, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Health or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

1 8. TERMINATION

2 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
3 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
4 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
5 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.  
6

7 B. Breach of Contract – After a ten (10) day cure period has been given by advance,  
8 written notice, and if the breach remains uncured, then COUNTY may immediately suspend or terminate  
9 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 10 1) An illegal or improper use of funds;  
11 2) A failure to comply with any term of this Agreement;  
12 3) A substantially incorrect or incomplete report submitted to the COUNTY;  
13 4) Improperly performed service.  
14

15 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of  
16 any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.  
17 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the  
18 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to  
19 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the  
20 judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The  
21 CONTRACTOR shall promptly refund any such funds upon demand. CONTRACTOR may terminate  
22 this Agreement at any time for cause for COUNTY's breach of its obligations affecting the public health  
23 and safety if not less than ten (10) days advance, written notice has been given to COUNTY and such  
24 breach remains uncured.

25 C. Without Cause - Under circumstances other than those set forth above, this  
26 Agreement may be terminated by either party upon the giving of ninety (90) days advance written notice  
27 of an intention to terminate to the other party and allowing the other party an opportunity to appear  
28

1 before the COUNTY's Board of Supervisors or CONTRACTOR's President concerning such notice of  
2 termination.

3 9. CONSIDERATION

4  
5 A. In consideration for the services, equipment, and materials furnished by the  
6 CONTRACTOR under this Agreement, CONTRACTOR agrees to accept as full compensation therefor  
7 the authorization to provide emergency medical services under this Agreement, and any amounts  
8 received by CONTRACTOR from fee for service billing. The parties further agree that the compensation  
9 received by CONTRACTOR for fee for service billing shall constitute full payment for the services,  
10 equipment and materials rendered by CONTRACTOR pursuant to this Agreement and that COUNTY  
11 shall have no obligation in connection therewith. In addition, the parties agree that the compensation  
12 stated above is inclusive of and fulfills any and all obligations COUNTY may have presently or at  
13 anytime during the term of this Agreement to compensate, reimburse or otherwise pay CONTRACTOR  
14 for emergency medical services provided by CONTRACTOR to medically indigent patients.

15 B. For CONTRACTOR's use of communication system infrastructure,  
16 CONTRACTOR agrees to pay COUNTY and COUNTY agrees to receive an annual lump-sum payment  
17 pursuant to Schedule A, attached hereto and incorporated herein by this reference. In no event shall  
18 compensation under this Agreement be in excess of the amounts listed as follows:

19 (1) For the period of April 1, 2019 through March 31, 2020, the amount of this Agreement  
20 shall not exceed Six Thousand Eight Hundred Two and 00/100 Dollars (\$6,802.00).

21 (2) For the period of April 1, 2020 through March 31, 2021, the amount of this Agreement  
22 shall not exceed Seven Thousand Six and 00/100 Dollars (\$7,006.00).

23 (3) For the period of April 1, 2021 through March 31, 2022, the amount of this Agreement  
24 shall not exceed Seven Thousand Two Hundred Sixteen and 00/100 Dollars (\$7,216.00).

25 (4) For the period of April 1, 2022 through March 31, 2023, the amount of this Agreement  
26 shall not exceed Seven Thousand Four Hundred Thirty-three and 00/100 Dollars (\$7,433.00).

27 (5) For the period of April 1, 2023 through March 31, 2024, the amount of this Agreement  
28 shall not exceed Seven Thousand Six Hundred Fifty-six and 00/100 Dollars (\$7,656.00).



(6) In no event shall services performed under this Agreement be in excess of Thirty-Six Thousand One Hundred Thirteen and 00/110 Dollars (\$36,113.00) during the term of this Agreement.

C. CONTRACTOR shall pay COUNTY at the following address: Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno, CA 93775.

10. INDEPENDENT CONTRACTOR

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

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

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

12. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their

rights or duties under this Agreement without the prior written consent of the other party; provided, however, that the parties agree that CONTRACTOR may subcontract its clinical crew obligations to K.W.P.H. Enterprises, a California corporation d/b/a American Ambulance.

13. INSURANCE

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

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

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

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

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

1           E.       Workers Compensation insurance for any and all of CONTRACTOR's employees  
2 who will be assigned to the performance of this Agreement by CONTRACTOR in accordance with the  
3 California Labor Code.

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

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

25           H.       CONTRACTOR may self-insure such of those risks as are identified in  
26 Subparagraph 14.1. of this Agreement with the RMA Program or Self-Insurance plans, provided  
27 however, that:  
28

1 I. The COUNTY, its officers, agents, employees, local EMS Agency, and EMS  
2 Medical Director(s), individually and collectively, shall be named as additional insured (except the  
3 Workers Compensation Insurance Policy), on CONTRACTOR's RMA Program or Self-Insurance plans,  
4 but only insofar as the operations under this Agreement are concerned;

5 J. Such RMA Program or Self-Insurance plans shall be reviewed and approved by  
6 COUNTY's Risk Manager, which such approval shall be given prior to the commencement of  
7 CONTRACTOR's obligations under this Agreement; and

8 K. All those provisions identified in Subparagraphs 13. F. and 13.G. of this  
9 Agreement concerning the relationship of CONTRACTOR's primary insurance and COUNTY's excess  
10 insurance or self-insurance to each other, the requirement of CONTRACTOR delivering a certificate of  
11 insurance to COUNTY, and the cancellation/change of insurance requirements shall apply to such RMA  
12 Program or Self-Insurance plans as though such RMA Program or Self-Insurance plans were such  
13 insurance policies.

14 L. All policies shall be with admitted insurers licensed to do business in the State of  
15 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of  
16 A FSC VII or better.

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

20  
21 N. The insurance requirements of this Section 13 shall apply to CONTRACTOR's  
22 personnel during their performance of any activity which is the subject of this Agreement, or any  
23 amendment hereto, including, but not limited to, their participation in clinical education programs and  
24 prehospital experience while assigned to a separate paramedic ground ambulance provider.

25 14. ADDITIONAL REQUIREMENTS RELATING TO INSURANCE:

26 A. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
27 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as  
28

1 additional insured, but only insofar as the operations under this Agreement are concerned. Such  
2 coverage for additional insured shall apply as primary insurance and any other insurance, or  
3 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not  
4 contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not  
5 be cancelled or changed without advance written notice given to COUNTY, per the policy terms.

6 B. CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
7 employees any amounts paid by the policy of worker's compensation insurance required by this  
8 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
9 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
10 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

11 C. Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement  
12 and prior to the commencement or performing its obligations under this Agreement, CONTRACTOR  
13 shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies,  
14 as required herein, to the County of Fresno, (Name and Address of the official who will administer this  
15 contract), stating that such insurance coverage have been obtained and are in full force; that the County  
16 of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies;  
17 that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from  
18 the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that  
19 waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
20 names the County of Fresno, its officers, agents and employees, individually and collectively, as  
21 additional insured, but only insofar as the operations under this Agreement are concerned; that such  
22 coverage for additional insured shall apply as primary insurance and any other insurance, or  
23 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and  
24 not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance  
25 shall not be cancelled or changed without advance, written notice given to COUNTY, per the policy  
26 terms.

1 D. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
2 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
3 Agreement upon the occurrence of such event.

4 E. All policies shall be issued by admitted insurers licensed to do business in the State of  
5 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
6 rating of A FSC VII or better.

7 15. INDEMNITY AND HOLD HARMLESS

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

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

16. AUDITS AND INSPECTIONS: Subject to any and all applicable laws, the CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), and if applicable to CONTRACTOR, CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7

17. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY  
COUNTY OF FRESNO  
Director, Department of Public Health  
1221 Fulton Street  
Fresno, CA 93721

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

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. 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. 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be 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. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

18. **GOVERNING LAW**

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

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

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

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

20. **FORCE MAJEURE**

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



1           B.       During any period in which either party hereto is excused from performance by reason of  
2 the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good  
3 faith take all reasonable action required in order for it to be able to promptly commence or resume  
4 performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the  
5 party so excused from performance shall, during any such period of Force Majeure, take all reasonable  
6 action necessary to terminate any temporary restraining order or preliminary or permanent injunctions to  
7 enable it to so commence or resume performance of its obligations under this Agreement.

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

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

13 21.   SEVERABILITY

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

16 22.   ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
17 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
18 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
19 understanding of any nature whatsoever unless expressly included in this Agreement.

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

3 CONTRACTOR

4 

5 (Authorized Signature)

6 Brian Tees, VP PacWest Region

7 Print Name & Title

8 5500 S. Quebec St., Ste. 300

9 Greenwood Village, CO 80111

10 Mailing Address

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21 FOR ACCOUNTING USE ONLY:

22 ORG No.: 56201693

23 Account No.: 5039

24 Requisition No.:

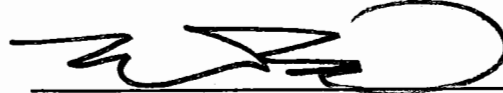
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COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board of

Supervisors of the County of Fresno

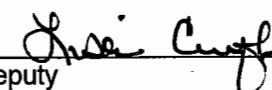
ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:



Deputy

SCHEDULE A

Apr-2019	\$ 6,802.00
Apr-2020	\$ 7,006.00
Apr-2021	\$ 7,216.00
Apr-2022	\$ 7,433.00
Apr-2023	\$ 7,656.00