

1 EMS AIRCRAFT SERVICES AGREEMENT WITH REACH Air Medical Services, LLC
2 FOR AUTHORIZATION OF EMS AIRCRAFT SERVICES IN ALPINE, AMADOR,
3 CALAVERAS, AND MARIPOSA COUNTIES
4

5 This agreement is entered into on December 15, 2023, by and between the Mountain Counties
6 EMS Agency, hereinafter referred to as the "Agency", and REACH Air Medical Services, LLC,
7 hereinafter referred to as the "Provider" and shall be in effect until November 30, 2026.
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9 Whereas, Title 22, California Code of Regulations, Division 9, Chapter 8, Section 100289
10 identifies the local EMS agency as the agency which is responsible for approving utilization of
11 specific EMS aircraft within its Region; and
12

13 Whereas, Title 22, California Code of Regulations, Division 9 Chapter 8, Section 100300,
14 requires that a local EMS agency, which chooses to integrate EMS aircraft into its prehospital
15 care system, must develop written agreements for those providers specifying conditions for
16 routinely serving its Region and requires that EMS aircraft must be authorized by the local EMS
17 agency in order to provide prehospital patient transport within the Region; and
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19 Whereas, the Agency has been designated by a Joint Powers Agreement Board Policy as the
20 local EMS agency for the purposes of classifying and authorizing EMS aircraft; and
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22 Whereas, the Agency wishes to integrate EMS aircraft into its pre-hospital patient transport
23 system;
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25 Now therefore, it is agreed by and between the parties hereto as follows:
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28 **1. DEFINITIONS**
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30 1.1 Air Ambulance - Means any rotor or fixed wing aircraft specially constructed, modified
31 or equipped, and used for the primary purposes of responding to emergency calls and
32 transporting critically ill or injured patients whose medical flight crew has a minimum of
33 two (2) attendants certified in advanced life support.
34

35 1.2 Air Ambulance Dispatch (AAD) - Means the dispatch center that has the responsibility to
36 provide "on-line" dispatch duties as described in the EMS Aircraft Provider Dispatch
37 Policy.
38

39 1.3 Available on Radio/Request (AOR) - The time the EMS Aircraft is available on
40 radio/pager to respond as directed by the Authorized EMS Dispatch Center.
41

42 1.4 At Bedside (AB) - The time a crewmember has made physical contact with the patient.
43

44 1.5 Arrive Destination/On Scene Hospital (OSH) - The time the EMS Aircraft arrives at a
45 health care facility or at the point where it is to rendezvous with another ambulance.
46

47 1.6 At Scene/On Scene (OS) - The time at which the responding EMS Aircraft is within one
48 quarter nautical mile of the scene, and at an altitude of less than 1000 feet.
49

- 50 1.7 Authorization - The process required by Title 22, Chapter 8 of the California Code of
51 Regulations that local EMS agencies must follow in order to allow EMS aircraft
52 providers to provide service within an EMS agency's local Region.
53
- 54 1.8 Authorizing EMS Agency - Means the local EMS Agency which approves utilization of
55 specific EMS Aircraft within its Region.
56
- 57 1.9 Call Rec'd/Time of Call (TOC) - The time the callback number, location, and
58 symptom(s)/type of incident have been received at the medical dispatch center such that a
59 proper dispatch can be determined and made.
60
- 61 1.10 C.A.M.T.S. - The Commission on Accreditation of Medical Transportation Services. A
62 national independent commission committed to patient care and the safety of the
63 transport environment.
64
- 65 1.11 County Air Resource Center (C.A.R.C.) - The designated County communications center
66 that is responsible for receiving all field requests for air ambulance resources, requesting
67 air ambulance resources, and coordinating the communication between responding
68 ground and EMS aircraft resources.
69
- 70 1.12 Dispatched (DSP) - The time the responding crew is initially alerted to the incident and
71 has received enough information to respond appropriately i.e. location, map page
72 numbers.
73
- 74 1.13 Emergency Medical Services Aircraft - Means any aircraft utilized for the purpose of
75 prehospital emergency patient response and transport. EMS aircraft includes air
76 ambulances and all categories of rescue aircraft.
77
- 78 1.14 Emergency Medical Services Landing Site - A site at, or as near as practical, to a medical
79 emergency; a transfer point; or a site at or near a medical facility pre selected and
80 approved by an officer authorized by a public safety agency, (as defined in Section
81 21662.1 PUC), using criteria deemed reasonable and prudent by that public safety
82 agency, used for the landing and taking off of EMS helicopters, but not designed
83 exclusively for helicopter flight operations. PUC 21662.1(b) "Public safety agency"
84 means any city, county, state agency, or special purpose district authorized to arrange for
85 emergency medical services.
86
- 87 1.15 Enroute (ER) - The time the EMS Aircraft with crew has lifted off and is physically en
88 route to the incident.
89
- 90 1.16 From Scene/ Enroute Hospital (ERH) - The time the EMS Aircraft departs from the scene
91 en route to a facility or rendezvous point.
92
- 93 1.17 Region or "Region Based" - Refers to the geographical area over which the Mountain
94 Counties EMS Agency's authority extends. Current member counties are Alpine,
95 Amador, Calaveras, and Mariposa.
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99 **2. GEOGRAPHIC DESCRIPTION OF AREA AUTHORIZED TO SERVE**

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101 Having successfully completed the application process for the authorization of EMS aircraft in
102 the geographic region of the Agency, the Provider is hereby authorized by the Agency to provide
103 prehospital patient transport service within each County that comprises the Agency's Region
104 upon the completion of this written agreement.

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106 **3. MISCELLANEOUS REQUIREMENTS**

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108 3.1 The Provider shall abide by all sanctions listed in this Agreement including those that are
109 based upon the performance of the Air Ambulance Dispatch Center maintained or under
110 contract with Provider.

111
112 3.2 The Provider shall be in compliance with current rotor wing and critical care air medical
113 service standards in the "Accreditation Standards of CAMTS" or an equivalent
114 accrediting body.

115
116 3.3 The Provider shall utilize and maintain medical communications with local EMS first
117 responders, EMS ambulance providers, and Base Hospitals as specified by Agency
118 policy.

119
120 3.4 The Provider shall respond to field requests for EMS Aircraft services within the Region
121 only when made by a County Air Resource Center or a dispatch center authorized by the
122 Agency.

123
124 3.5 The Provider shall maintain or contract with an Agency approved AAD center 24 hours a
125 day, 365 days per year.

126
127 3.6 Provider shall use its best efforts to make available medical staffing for an authorized air
128 ambulance twenty-four (24) hours a day, 365 days per year. There is no requirement for
129 Provider to base an EMS Aircraft in any Agency County. Provider's EMS Aircraft will
130 be dispatched from areas outside the territory of Agency and Provider's EMS Aircraft
131 serves other counties besides Agency Counties. Provider's EMS Aircraft may also be out
132 of service for weather, staffing, maintenance, or other circumstances.

133
134 3.7 The Provider shall comply with requests for information, (i.e. medical dispatch records,
135 patient care records, unusual occurrence reports and resolve of same, and operations
136 policies) about patient transports within the Agency's Region and provide evidence of
137 appropriate quality assurance information in a timely fashion to the Agency as permitted
138 by the California Confidentiality of Medical Information Act, California Civil Code
139 sections 56-56.37.

140
141 Provider shall grant appropriate, view-only access by Agency to Providers ePCR system
142 for quality improvement and quality assurance purposes.

143
144 Provider shall ensure all nurse and flight crew members, are accredited per Agency
145 policy.

146
147 3.8 The Provider shall allow the Agency, upon reasonable notice to the Provider, access to

- 148 on-site inspection of the EMS medical equipment carried on the aircraft, the medical
149 dispatch records/recordings, and access to appropriate medical records for investigation
150 and review of complaints or unusual occurrence reports.
151
- 152 3.9 The Provider shall maintain a drug and solution inventory, basic and advanced life
153 support medical equipment and supplies, a list of which will be provided to and approved
154 by the Agency Medical Director.
155
- 156 3.10 The Provider shall attend meetings on a quarterly basis to discuss safety issues and
157 policies and procedures regarding EMS aircraft operations.
158
- 159 3.11 The Provider shall participate as a member of any Agency committee where air
160 ambulance quality improvement/assurance is included as a regular topic, including but
161 not limited to the Local Quality Improvement Group (LQIG), and Air Ambulance
162 Committee.
163
- 164 3.12 The Provider shall ensure that their AAD provides real time updates to ‘EMResource’
165 regarding aircraft status.
166
- 167 3.13 The Provider shall notify the Agency no later than 30 days prior to moving the base of
168 operation if the base of operations is located within the Agency’s Region.
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171 **4. SANCTIONS**

- 172
- 173 4.1 The Provider shall comply with the requirements listed below or submit to the
174 corresponding sanctions.
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- 176 4.1.1 Provider must abide by all Policies and Procedures adopted by the Agency
177
- 178 4.1.2 The Provider shall respond to field requests for EMS Aircraft services within the
179 Region only when made by a County Air Resource Center.
180
- 181 4.2 The Provider shall comply with the requirements listed below:
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- 183 4.2.1 Provide to the Agency electronic Patient Care Record (ePCR) information which
184 shall be NEMSIS Compliant with the most current data dictionary reporting
185 standards as defined by the State EMS Authority, on the 15th day of each month
186 for the prior month’s data.
187
- 188 4.2.2 Provide to the Agency electronically, dispatch data in accordance with Agency
189 policy 620.30 by the 15th day of each month for the prior months data.
190
- 191 4.3 Upon the recommendation of the Agency, when the Provider’s ability to respond to
192 emergency calls has been terminated due to failure to abide by the requirements in this
193 agreement, there shall be a review before the MCEMSA Joint Powers Agency Board of
194 Directors concerning whether this non-compliance constitutes a major breach of the
195 terms of this agreement.
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5. PROVIDER FEES

5.1 The Provider shall pay an annual renewal fee for the authorization of a single aircraft and for each additional authorized air ambulance operated by the Provider in accordance with the current Agency fee schedule.

6. INDEMNIFICATION AND INSURANCE

6.1 Provider shall provide evidence of insurance for each of the categories below. Provider will use best efforts to notify the Agency no less than 30 days prior to reduction or change in its liability coverage.

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$20,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$5,000,000 – Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers’ Compensation	As required by the State of California
<input type="checkbox"/>	Employers’ Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$5,000,000 - per claim.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per each claim for Privacy and Network Security. To be carried at all times during the term of the Contract and for three years thereafter.

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6.2. Provider shall submit a copy of and maintain a current air taxi/commercial operator’s certificate, and notify the Agency within 24 hours of any change in the status of this certificate.

6.3 **No Third Party Liability:** The Agency, shall not be liable for any costs or expenses incurred by Provider as a result of this agreement. Provider shall bear all costs associated with its provision of services under this agreement. Each party to this agreement shall be

217 responsible for its own acts and omissions and those of its officers, employees, and
218 agents. Neither party to this agreement shall be responsible for the acts or omissions of
219 entities or individuals not a party to this agreement. Neither party to this agreement
220 agrees to release, hold harmless, or indemnify the other party from any liability that may
221 arise from or relate to this agreement.
222

223 **7. NON-DISCRIMINATION**

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225 Provider shall abide by all Federal and State non-discrimination laws regarding governmental
226 agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below:
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228 During the performance of this contract, Provider and its subcontractors shall not
229 unlawfully discriminate against any employee or applicant for employment because of
230 race, religion, color, national origin, ancestry, physical handicap, medical condition,
231 marital status, age (over 40) or sex. Provider and subcontractors shall insure that the
232 evaluation and treatment of their employees and applicants for employment are free of
233 such discrimination. Provider and subcontractors shall comply with the provisions of the
234 Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable
235 regulations of the Fair Employment and Housing Commission implementing Government
236 Code, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and
237 Housing Commission implementing Government Code, Section 12990, set forth in
238 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated
239 into this contract by reference and made a part hereof as if set forth in full. Provider and
240 its subcontractors shall give written notice of their obligations under this clause to labor
241 organizations with which they have a collective bargaining or other agreement. Provider
242 shall include the non-discrimination and compliance provisions of this clause in all
243 subcontracts to perform work under the contract.
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245 **8. REVOCATION, TERMINATION AND NON-RENEWAL OF AGREEMENT**

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247 8.1 The Agency may revoke or decline to renew this agreement for failure to comply with
248 provisions, standards, or requirements of state law or regulations, of Agency policies and
249 procedures, or of any requirements of this agreement. Suspension is not necessarily a
250 condition precedent to revocation, or non-renewal.
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252 8.2 Before revocation or non-renewal, the Agency shall give written notice to the Provider
253 specifying why such action is contemplated and give the Provider a reasonable period to
254 cure (not more than thirty (30) days) to comply with the provisions in question (if
255 applicable) or to show cause against such action.
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257 8.3 Should Provider fail to show just cause against such action, a hearing shall be set by
258 Agency. Hearings conducted pursuant to this agreement shall be conducted before a
259 hearing officer designated by the Agency Board of Directors. At the conclusion of said
260 hearings the hearing officer shall submit within seven (7) days following the hearing, a
261 written summary of the evidence and proposed findings and conclusions for
262 considerations by the Agency. The Provider and Agency agree to bear their own costs
263 and expenses incurred in connection with such a hearing.
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265 8.4 In hearings conducted pursuant to this agreement, evidence must be relevant, and of such

266 nature as responsible persons are accustomed to rely on in the conduct of serious affairs.
267 So far as practical, the hearing shall be conducted under section 11513 of the
268 Government Code and witnesses may be examined under Section 776 of the Evidence
269 Code.
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271 8.5 The Agency shall issue a written decision within thirty (30) days after conclusion of the
272 hearing. This decision may be appealed to the Board of Directors of the Agency in
273 writing, within fifteen (15) days of the receipt of the decision and must be heard and
274 decided by the Board within thirty-five (35) days of the receipt of the written appeal.
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276 **9. AGREEMENT TERM AND MODIFICATION**
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278 9.1 The term of this agreement shall begin on, December 15, 2023, and remain in effect until
279 November 30, 2026 unless this agreement is otherwise terminated as allowed by this
280 agreement.
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282 9.2 The Agreement may be changed, renewed, canceled or otherwise modified at any time by
283 mutual written executed agreement of the parties hereto upon the approval of Agency
284 Board of Directors or as otherwise specified in this agreement.
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286 9.3 The Provider or Agency may terminate this Agreement upon ninety (90) days written
287 notice to the other party to this Agreement.
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289 9.4 Neither AGENCY nor PROVIDER shall assign this AGREEMENT to any another party
290 without obtaining the prior written consent of all other parties to this AGREEMENT.
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292 **10. COMPLAINTS**
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294 The Agency shall notify the Provider of any complaints received by this office. The Agency
295 shall investigate the complaint to determine whether the complaint is valid and whether it relates
296 to compliance with this Agreement.
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298 **11. Airline Deregulation Act and Federal Aviation Administration Requirements**
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300 Provider shall maintain operational control of the aircraft used in the service of this agreement
301 and shall control all aviation and related flight operations of the aircraft at all times. Provider,
302 and its assigned pilots, shall be in command of the aircraft at all times. No flight will commence
303 until and unless Provider's pilot and director of operations are satisfied, at their sole discretion,
304 that the pilot is fit; the aircraft is mechanically sound and properly loaded; weather, landing zone,
305 airstrip, airport, and other conditions necessary for safe flight are deemed acceptable. Any terms
306 in this agreement that are in conflict with, interfere with or differed than FAR Part 135, FAA
307 Directives, FAA policies or the Air Line Deregulation ACT shall be deemed unenforceable.
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315 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year
316 first above written.

317
318 Mountain Counties EMS Agency

REACH Air Medical Services, LLC

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322 By: _____
323 Thomas R. Morton

By: _____
Sean T. Russell

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325 Title: Acting Executive Director

Title: President

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328 Date _____

Date _____

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