

1 EMS AIRCRAFT SERVICES AGREEMENT WITH AIR METHODS CORPORATION
2 THROUGH ITS SUBSIDIARY MERCY AIR SERVICES, INC.
3 FOR AUTHORIZATION OF EMS AIRCRAFT SERVICES IN ALPINE, AMADOR,
4 CALAVERAS, AND MARIPOSA COUNTIES
5

6 This agreement is entered into on January 1, 2026, by and between the Mountain Counties EMS
7 Agency, hereinafter referred to as the "Agency", and Air Methods Corporation through its
8 subsidiary Mercy Air Service, Inc., hereinafter referred to as the "Provider" and shall be in
9 effect until December 31, 2028.

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11 Whereas, Title 22, California Code of Regulations, Division 9, Chapter 8, Section 100289
12 identifies the local EMS agency as the agency which is responsible for approving utilization of
13 specific EMS aircraft within its Region; and
14

15 Whereas, Title 22, California Code of Regulations, Division 9 Chapter 8, Section 100300,
16 requires that a local EMS agency, which chooses to integrate EMS aircraft into its prehospital
17 care system, must develop written agreements for those providers specifying conditions for
18 routinely serving its Region and requires that EMS aircraft must be authorized by the local EMS
19 agency in order to provide prehospital patient transport within the Region; and
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21 Whereas, the Agency has been designated by a Joint Powers Agreement Board Policy as the
22 local EMS agency for the purposes of classifying and authorizing EMS aircraft; and
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24 Whereas, the Agency wishes to integrate EMS aircraft into its pre-hospital patient transport
25 system;
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27 Now therefore, it is agreed by and between the parties hereto as follows:
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30 **1. DEFINITIONS**
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32 1.1 Air Ambulance - Means any rotor or fixed wing aircraft specially constructed, modified
33 or equipped, and used for the primary purposes of responding to emergency calls and
34 transporting critically ill or injured patients whose medical flight crew has a minimum of
35 two (2) attendants certified in advanced life support.
36

37 1.2 Air Ambulance Dispatch (AAD) - Means the dispatch center that has the responsibility to
38 provide "on-line" dispatch duties as described in the EMS Aircraft Provider Dispatch
39 Policy.
40

41 1.3 Available on Radio/Request (AOR) - The time the EMS Aircraft is available on
42 radio/pager to respond as directed by the Authorized EMS Dispatch Center.
43

44 1.4 At Bedside (AB) - The time a crewmember has made physical contact with the patient.
45

46 1.5 Arrive Destination/On Scene Hospital (OSH) - The time the EMS Aircraft arrives at a
47 health care facility or at the point where it is to rendezvous with another ambulance.
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- 50 1.6 At Scene/On Scene (OS) - The time at which the responding EMS Aircraft is within one
51 quarter nautical mile of the scene, and at an altitude of less than 1000 feet.
52
- 53 1.7 Authorization - The process required by Title 22, Chapter 8 of the California Code of
54 Regulations that local EMS agencies must follow in order to allow EMS aircraft
55 providers to provide service within an EMS agency's local Region.
56
- 57 1.8 Authorizing EMS Agency - Means the local EMS Agency which approves utilization of
58 specific EMS Aircraft within its Region.
59
- 60 1.9 Call Rec'd/Time of Call (TOC) - The time the callback number, location, and
61 symptom(s)/type of incident have been received at the medical dispatch center such that a
62 proper dispatch can be determined and made.
63
- 64 1.10 C.A.M.T.S. - The Commission on Accreditation of Medical Transportation Services. A
65 national independent commission committed to patient care and the safety of the
66 transport environment.
67
- 68 1.11 County Air Resource Center (C.A.R.C.) - The designated County communications center
69 that is responsible for receiving all field requests for air ambulance resources, requesting
70 air ambulance resources, and coordinating the communication between responding
71 ground and EMS aircraft resources.
72
- 73 1.12 Dispatched (DSP) - The time the responding crew is initially alerted to the incident and
74 has received enough information to respond appropriately i.e. location, map page
75 numbers.
76
- 77 1.13 Emergency Medical Services Aircraft - Means any aircraft utilized for the purpose of
78 prehospital emergency patient response and transport. EMS aircraft includes air
79 ambulances and all categories of rescue aircraft.
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- 81 1.14 Emergency Medical Services Landing Site - A site at, or as near as practical, to a medical
82 emergency; a transfer point; or a site at or near a medical facility pre selected and
83 approved by an officer authorized by a public safety agency, (as defined in Section
84 21662.1 PUC), using criteria deemed reasonable and prudent by that public safety
85 agency, used for the landing and taking off of EMS helicopters, but not designed
86 exclusively for helicopter flight operations. PUC 21662.1(b) "Public safety agency"
87 means any city, county, state agency, or special purpose district authorized to arrange for
88 emergency medical services.
89
- 90 1.15 Enroute (ER) - The time the EMS Aircraft with crew has lifted off and is physically en
91 route to the incident.
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- 93 1.16 From Scene/ Enroute Hospital (ERH) - The time the EMS Aircraft departs from the scene
94 en route to a facility or rendezvous point.
95
- 96 1.17 Region or "Region Based" - Refers to the geographical area over which the Mountain
97 Counties EMS Agency's authority extends. Current member counties are Alpine, Amador,
98 Calaveras, and Mariposa.

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.

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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"

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

118
119 3.4 The Provider shall respond to field requests for EMS Aircraft services within the Region
120 only when made by a County Air Resource Center or a dispatch center authorized by the
121 Agency.

122
123 3.5 The Provider shall maintain or contract with an Agency approved AAD center 24 hours a
124 day, 365 days per year.

125
126 3.6 At a minimum, the Provider shall provide medical staffing for one authorized air
127 ambulance twenty-four (24) hours a day, 365 days per year, excluding time out of service
128 due to maintenance requirements or inclement weather.

129
130 3.7 The Provider shall comply with requests for information, (i.e. medical dispatch records,
131 patient care records, unusual occurrence reports and resolve of same, and operations
132 policies) about patient transports within the Agency's Region and provide evidence of
133 appropriate quality assurance information in a timely fashion to the Agency as permitted
134 by the California Confidentiality of Medical Information Act, California Civil Code
135 sections 56-56.37.

136
137 Provider shall grant appropriate, view-only access by Agency to Providers ePCR system
138 for quality improvement and quality assurance purposes.

139
140 Provider shall ensure all nurse and flight crew members, are accredited per Agency
141 policy.

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143 3.8 The Provider shall allow the Agency, upon reasonable notice to the Provider, access to
144 on-site inspection of the EMS medical equipment carried on the aircraft, the medical
145 dispatch records/recordings, and access to appropriate medical records for investigation
146 and review of complaints or unusual occurrence reports.

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- 148 3.9 The Provider shall maintain a drug and solution inventory, basic and advanced life
149 support medical equipment and supplies, a list of which will be provided to and approved
150 by the Agency Medical Director.
- 151 3.10 The Provider shall attend meetings on a quarterly basis to discuss safety issues and
152 policies and procedures regarding EMS aircraft operations.
- 153 3.11 The Provider shall participate as a member of any Agency committee where air
154 ambulance quality improvement/assurance is included as a regular topic, including but
155 not limited to the Continuous Quality Improvement (CQI) Committee meetings.
- 156 3.12 The Provider shall ensure that their AAD provides real time updates to ‘EMResource’
157 regarding aircraft status.
- 158 3.13 The Provider shall endeavor to notify the Agency no later than 30 days prior to
159 moving the base of operation if the base of operations is located within the Agency’s
160 Region.

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165 **4. SANCTIONS**

- 166 4.1 The Provider shall comply with the requirements listed below or submit to the
167 corresponding sanctions.
- 168 4.1.1 Provider must abide by all Policies and Procedures adopted by the Agency
- 169 4.1.2 The Provider shall respond to field requests for EMS Aircraft services within the
170 Region only when made by a County Air Resource Center.
- 171 4.2 The Provider shall comply with the requirements listed below:
- 172 4.2.1 Provide to the Agency electronic Patient Care Record (ePCR) information which
173 shall conform to the Agency database structure, NEMESIS Compliant ePCR
174 program with revision V3.5.1 or higher data dictionary reporting standards, on
175 the 15th day of each month for the prior month’s data.
- 176 4.2.2 Provide to the Agency electronically, dispatch data in accordance with Agency
177 policy 620.30 by the 15th day of each month for the prior months data.
- 178 4.3 Upon the recommendation of the Agency, when the Provider’s ability to respond to
179 emergency calls has been terminated due to failure to abide by the requirements in this
180 agreement, there shall be a review before the MVEMSA Joint Powers Agency Board of
181 Directors concerning whether this non-compliance constitutes a major breach of the
182 terms of this agreement.

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191 **5. PROVIDER FEES**

- 192 5.1 The Provider shall pay an annual renewal fee for the authorization of a single aircraft and
193 for each additional authorized air ambulance operated by the Provider in accordance with
194 the current Agency fee schedule.
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6. INDEMNIFICATION AND INSURANCE

6.1 Provider shall provide evidence of insurance for each of the categories below. Provider will include Agency, its employees and Board of Directors as an additional insured on all applicable insurance policies. Provider shall 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	\$1,000,000 – 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"/>	Medical Malpractice	\$5,000,000 – each claim
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per each claim and annual aggregate 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 responsible for its own acts and omissions and those of its officers, employees, and agents. Neither party to this agreement shall be responsible for the acts or omissions of entities or individuals not a party to this agreement. Neither party to this agreement agrees to release, hold harmless, or indemnify the other party from any liability that may

216 arise from or relate to this agreement.
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218 **7. NON-DISCRIMINATION**
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220 Provider shall abide by all Federal and State non-discrimination laws regarding governmental
221 agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below:
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223 During the performance of this contract, Provider and its subcontractors shall not
224 unlawfully discriminate against any employee or applicant for employment because of
225 race, religion, color, national origin, ancestry, physical handicap, medical condition,
226 marital status, age (over 40) or sex. Provider and subcontractors shall insure that the
227 evaluation and treatment of their employees and applicants for employment are free of
228 such discrimination. Provider and subcontractors shall comply with the provisions of the
229 Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable
230 regulations of the Fair Employment and Housing Commission implementing Government
231 Code, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and
232 Housing Commission implementing Government Code, Section 12990, set forth in
233 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated
234 into this contract by reference and made a part hereof as if set forth in full. Provider and
235 its subcontractors shall give written notice of their obligations under this clause to labor
236 organizations with which they have a collective bargaining or other agreement. Provider
237 shall include the non-discrimination and compliance provisions of this clause in all
238 subcontracts to perform work under the contract.
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240 **8. REVOCATION, TERMINATION AND NON-RENEWAL OF AGREEMENT**
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242 8.1 The Agency may revoke or decline to renew this agreement for failure to comply with
243 provisions, standards, or requirements of state law or regulations, of Agency policies and
244 procedures, or of any requirements of this agreement. Suspension is not necessarily a
245 condition precedent to revocation, or non-renewal.
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247 8.2 Before revocation or non-renewal, the Agency shall give written notice to the Provider
248 specifying why such action is contemplated and give the Provider a reasonable period to
249 cure (not more than thirty (30) days) to comply with the provisions in question (if
250 applicable) or to show cause against such action.
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252 8.3 Should Provider fail to show just cause against such action a hearing shall be set by
253 Agency. Hearings conducted pursuant to this agreement shall be conducted before a
254 hearing officer designated by the Agency Board of Directors. At the conclusion of said
255 hearings the hearing officer shall submit within seven (7) days following the hearing, a
256 written summary of the evidence and proposed findings and conclusions for
257 considerations by the Agency. The Provider and Agency agree to bear their own costs
258 and expenses incurred in connection with such a hearing.
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260 8.4 In hearings conducted pursuant to this agreement, evidence must be relevant, and of such
261 nature as responsible persons are accustomed to rely on in the conduct of serious affairs.
262 So far as practical, the hearing shall be conducted under section 11513 of the
263 Government Code and witnesses may be examined under Section 776 of the Evidence
264 Code.

265 8.5 The Agency shall issue a written decision within thirty (30) days after conclusion of the
266 hearing. This decision may be appealed to the Board of Directors of the Agency in
267 writing, within fifteen (15) days of the receipt of the decision and must be heard and
268 decided by the Board within thirty-five (35) days of the receipt of the written appeal.
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270 **9. AGREEMENT TERM AND MODIFICATION**

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272 9.1 The term of this agreement shall begin on, January 1, 2026, and remain in effect until
273 December 31, 2028 unless this agreement is otherwise terminated as allowed by this
274 agreement.
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276 9.2 The Agreement may be changed, renewed, canceled or otherwise modified at any time by
277 mutual written executed agreement of the parties hereto upon the approval of Agency
278 Board of Directors or as otherwise specified in this agreement.
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280 9.3 The Provider or Agency may terminate this Agreement upon ninety (90) days written
281 notice to the other party to this Agreement.
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283 9.4 Neither AGENCY nor PROVIDER shall assign this AGREEMENT to any another party
284 without obtaining the prior written consent of all other parties to this AGREEMENT.
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286 **10. COMPLAINTS**

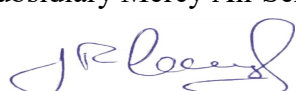
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288 The Agency shall notify the Provider of any complaints received by this office. The Agency
289 shall investigate the complaint to determine whether the complaint is valid and whether it relates
290 to compliance with this Agreement.
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296 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year
297 first above written.
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299 Mountain Counties EMS Agency

Air Methods Corporation Through
Its Subsidiary Mercy Air Service, Inc.

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303 By: _____
304 Cindy Murdaugh
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303 By: _____
304 James Caryl
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306 Title: Executive Director

Title: Vice President, Pac West Region

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309 Date 12/19/2025

Date Oct 2, 2025