

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, 2023, by and between the Mountain-Valley 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, 2025.

10  
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  
20

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  
23

24 Whereas, the Agency wishes to integrate EMS aircraft into its pre-hospital patient transport  
25 system;  
26

27 Now therefore, it is agreed by and between the parties hereto as follows:  
28  
29

30 **1. DEFINITIONS**  
31

- 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.  
48  
49

- 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.  
80
- 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.  
92
- 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 Valley EMS Agency's authority extends. Current member counties are Alpine, Amador,  
98 Calaveras, and Mariposa.

99 **2. GEOGRAPHIC DESCRIPTION OF AREA AUTHORIZED TO SERVE**

100  
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.  
105

106 **3. MISCELLANEOUS REQUIREMENTS**

- 107  
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"  
114  
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.  
142  
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.  
147

- 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
- 152 3.10 The Provider shall attend meetings on a quarterly basis to discuss safety issues and  
153 policies and procedures regarding EMS aircraft operations.  
154
- 155 3.11 The Provider shall participate as a member of any Agency committee where air  
156 ambulance quality improvement/assurance is included as a regular topic, including but  
157 not limited to the Local Quality Improvement Group (LQIG), and Air Ambulance  
158 Committee.,  
159
- 160 3.12 The Provider shall ensure that their AAD provides real time updates to 'EMResource'  
161 regarding aircraft status.  
162
- 163 3.13 The Provider shall endeavor to notify the Agency no later than 30 days prior to  
164 moving the base of operation if the base of operations is located within the Agency's  
165 Region.  
166

#### 167 **4. SANCTIONS**

168

- 169 4.1 The Provider shall comply with the requirements listed below or submit to the  
170 corresponding sanctions.  
171
- 172 4.1.1 Provider must abide by all Policies and Procedures adopted by the Agency  
173
- 174 4.1.2 The Provider shall respond to field requests for EMS Aircraft services within the  
175 Region only when made by a County Air Resource Center.  
176
- 177 4.2 The Provider shall comply with the requirements listed below:  
178
- 179 4.2.1 Provide to the Agency electronic Patient Care Record (ePCR) information which  
180 shall conform to the Agency database structure, NEMESIS Compliant ePCR  
181 program with revision V3.4 or higher data dictionary reporting standards, on the  
182 15<sup>th</sup> day of each month for the prior month's data.  
183
- 184 4.2.2 Provide to the Agency electronically, dispatch data in accordance with Agency  
185 policy 620.30 by the 15<sup>th</sup> day of each month for the prior months data.  
186
- 187 4.3 Upon the recommendation of the Agency, when the Provider's ability to respond to  
188 emergency calls has been terminated due to failure to abide by the requirements in this  
189 agreement, there shall be a review before the MVEMSA Joint Powers Agency Board of  
190 Directors concerning whether this non-compliance constitutes a major breach of the  
191 terms of this agreement.  
192

#### 193 **5. PROVIDER FEES**

194

- 195 5.1 The Provider shall pay an annual renewal fee for the authorization of a single aircraft and  
196 for each additional authorized air ambulance operated by the Provider in accordance with  
the current Agency fee schedule.

197 **6. INDEMNIFICATION AND INSURANCE**

- 198  
199 6.1 Provider shall provide evidence of insurance for each of the categories below. Provider  
200 will include Agency, its employees and Board of Directors as an additional insured on all  
201 applicable insurance policies. Provider shall notify the Agency no less than 30 days prior  
202 to reduction or change in its liability coverage.  
203

<input type="checkbox"/>	<b>General Liability</b> (Including operations, products and completed operations, as applicable.)	<b>\$20,000,000</b> - 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"/>	<b>Automobile Liability</b>	<b>\$1,000,000</b> – Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	<b>Workers' Compensation</b>	As required by the State of California
<input type="checkbox"/>	<b>Employers' Liability</b>	<b>\$1,000,000</b> - each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
<input type="checkbox"/>	<b>Medical Malpractice</b>	<b>\$5,000,000</b> – each claim
<input type="checkbox"/>	<b>Cyber Liability</b>	<b>\$5,000,000</b> per each claim and annual aggregate  To be carried at all times during the term of the Contract and for three years thereafter.

- 204  
205 6.2. Provider shall submit a copy of and maintain a current air taxi/commercial operator's  
206 certificate and notify the Agency within 24 hours of any change in the status of this  
207 certificate.  
208  
209 6.3 **No Third Party Liability:** The Agency, shall not be liable for any costs or expenses  
210 incurred by Provider as a result of this agreement. Provider shall bear all costs associated  
211 with its provision of services under this agreement. Each party to this agreement shall be  
212 responsible for its own acts and omissions and those of its officers, employees, and  
213 agents. Neither party to this agreement shall be responsible for the acts or omissions of  
214 entities or individuals not a party to this agreement. Neither party to this agreement  
215 agrees to release, hold harmless, or indemnify the other party from any liability that may

216 arise from or relate to this agreement.

217  
218 **7. NON-DISCRIMINATION**  
219

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:  
222

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.  
239

240 **8. REVOCATION, TERMINATION AND NON-RENEWAL OF AGREEMENT**  
241

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.  
246

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.  
251

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.  
259

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.

- 8.5 The Agency shall issue a written decision within thirty (30) days after conclusion of the hearing. This decision may be appealed to the Board of Directors of the Agency in writing, within fifteen (15) days of the receipt of the decision and must be heard and decided by the Board within thirty-five (35) days of the receipt of the written appeal.

#### **9. AGREEMENT TERM AND MODIFICATION**


- 9.1 The term of this agreement shall begin on, January 1, 2023, and remain in effect until December 31, 2025 unless this agreement is otherwise terminated as allowed by this agreement.
- 9.2 The Agreement may be changed, renewed, canceled or otherwise modified at any time by mutual written executed agreement of the parties hereto upon the approval of Agency Board of Directors or as otherwise specified in this agreement.
- 9.3 The Provider or Agency may terminate this Agreement upon ninety (90) days written notice to the other party to this Agreement.
- 9.4 Neither AGENCY nor PROVIDER shall assign this AGREEMENT to any another party without obtaining the prior written consent of all other parties to this AGREEMENT.

#### **10. COMPLAINTS**

The Agency shall notify the Provider of any complaints received by this office. The Agency shall investigate the complaint to determine whether the complaint is valid and whether it relates to compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Mountain-Valley EMS Agency


By: 

Thomas R. Morton

Title: Acting Executive Director

Date 4/11/2023

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

By:   
Jim Caryl

Title: Vice President, Pac West Region

Date 3/13/2023