

1 EMS AIRCRAFT SERVICES AGREEMENT WITH PHI HEALTH, LLC
2 FOR AUTHORIZATION OF EMS AIRCRAFT SERVICES IN ALPINE, AMADOR,
3 CALAVERAS, AND MARIPOSA COUNTIES
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5 This agreement is entered into on January 1, 2023, by and between the Mountain-Valley EMS
6 Agency, hereinafter referred to as the "Agency", and PHI Health, LLC, hereinafter referred to as
7 the "Provider" and shall be in effect until December 31, 2025.
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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
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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.
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- 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.
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- 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.
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- 42 1.4 At Bedside (AB) - The time a crewmember has made physical contact with the patient.
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- 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.
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- 48 1.6 At Scene/On Scene (OS) - The time at which the responding EMS Aircraft is within one
49 quarter nautical mile of the scene, and at an altitude of less than 1000 feet.
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- 51 1.7 Authorization - The process required by Title 22, Chapter 8 of the California Code of
52 Regulations that local EMS agencies must follow in order to allow EMS aircraft
53 providers to provide service within an EMS agency's local Region.
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- 55 1.8 Authorizing EMS Agency - Means the local EMS Agency which approves utilization of
56 specific EMS Aircraft within its Region.
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- 58 1.9 Call Rec'd/Time of Call (TOC) - The time the callback number, location, and
59 symptom(s)/type of incident have been received at the medical dispatch center such that a
60 proper dispatch can be determined and made.
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- 62 1.10 C.A.M.T.S. - The Commission on Accreditation of Medical Transportation Services. A
63 national independent commission committed to patient care and the safety of the
64 transport environment.
65
- 66 1.11 County Air Resource Center (C.A.R.C.) - The designated County communications center
67 that is responsible for receiving all field requests for air ambulance resources, requesting
68 air ambulance resources, and coordinating the communication between responding
69 ground and EMS aircraft resources.
70
- 71 1.12 Dispatched (DSP) - The time the responding crew is initially alerted to the incident and
72 has received enough information to respond appropriately i.e. location, map page
73 numbers.
74
- 75 1.13 Emergency Medical Services Aircraft - Means any aircraft utilized for the purpose of
76 prehospital emergency patient response and transport. EMS aircraft includes air
77 ambulances and all categories of rescue aircraft.
78
- 79 1.14 Emergency Medical Services Landing Site - A site at, or as near as practical, to a medical
80 emergency; a transfer point; or a site at or near a medical facility pre selected and
81 approved by an officer authorized by a public safety agency, (as defined in Section
82 21662.1 PUC), using criteria deemed reasonable and prudent by that public safety
83 agency, used for the landing and taking off of EMS helicopters, but not designed
84 exclusively for helicopter flight operations. PUC 21662.1(b) "Public safety agency"
85 means any city, county, state agency, or special purpose district authorized to arrange for
86 emergency medical services.
87
- 88 1.15 Enroute (ER) - The time the EMS Aircraft with crew has lifted off and is physically en
89 route to the incident.
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- 91 1.16 From Scene/ Enroute Hospital (ERH) - The time the EMS Aircraft departs from the scene
92 en route to a facility or rendezvous point.
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- 1.17 Region or "Region Based" - Refers to the geographical area over which the Mountain-Valley EMS Agency's authority extends. Current member counties are Alpine, Amador, Calaveras, and Mariposa.

2. GEOGRAPHIC DESCRIPTION OF AREA AUTHORIZED TO SERVE

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

3. MISCELLANEOUS REQUIREMENTS

- 3.1 The Provider shall abide by all sanctions listed in this Agreement including those that are based upon the performance of the Air Ambulance Dispatch Center maintained or under contract with Provider.
- 3.2 The Provider shall be in compliance with current rotor wing and critical care air medical service standards in the "Accreditation Standards of CAMTS"
- 3.3 The Provider shall utilize and maintain medical communications with local EMS first responders, EMS ambulance providers, and Base Hospitals as specified by Agency policy.
- 3.4 The Provider shall respond to field requests for EMS Aircraft services within the Region only when made by a County Air Resource Center or a dispatch center authorized by the Agency.
- 3.5 The Provider shall maintain or contract with an Agency approved AAD center 24 hours a day, 365 days per year.
- 3.6 At a minimum, the Provider shall provide medical staffing for one authorized air ambulance twenty-four (24) hours a day, 365 days per year, excluding time out of service due to maintenance requirements or inclement weather.
- 3.7 The Provider shall comply with requests for information, (i.e. medical dispatch records, patient care records, unusual occurrence reports and resolve of same, and operations policies) about patient transports within the Agency's Region and provide evidence of appropriate quality assurance information in a timely fashion to the Agency as permitted by the California Confidentiality of Medical Information Act, California Civil Code sections 56-56.37.

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

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

- 3.8 The Provider shall allow the Agency, upon reasonable notice to the Provider, access to on-site inspection of the EMS medical equipment carried on the aircraft, the medical dispatch records/recordings, and access to appropriate medical records for investigation and review of complaints or unusual occurrence reports.
- 3.9 The Provider shall maintain a drug and solution inventory, basic and advanced life support medical equipment and supplies, a list of which will be provided to and approved by the Agency Medical Director.
- 3.10 The Provider shall attend meetings on a quarterly basis to discuss safety issues and policies and procedures regarding EMS aircraft operations.
- 3.11 The Provider shall participate as a member of any Agency committee where air ambulance quality improvement/assurance is included as a regular topic, including but not limited to the Local Quality Improvement Group (LQIG), and Air Ambulance Committee.
- 3.12 The Provider shall ensure that their AAD provides real time updates to 'EMResource' regarding aircraft status.
- 3.13 The Provider shall notify the Agency no later than 30 days prior to moving the base of operation if the base of operations is located within the Agency's Region.

4. SANCTIONS

- 4.1 The Provider shall comply with the requirements listed below or submit to the corresponding sanctions.
- 4.1.1 Provider must abide by all Policies and Procedures adopted by the Agency
- 4.1.2 The Provider shall respond to field requests for EMS Aircraft services within the Region only when made by a County Air Resource Center.
- 4.2 The Provider shall comply with the requirements listed below:
- 4.2.1 Provide to the Agency electronic Patient Care Record (ePCR) information which shall conform to the Agency database structure, NEMSIS Compliant ePCR program with revision V3.4 or higher data dictionary reporting standards, on the 15th day of each month for the prior month's data.
- 4.2.2 Provide to the Agency electronically, dispatch data in accordance with Agency policy 620.30 by the 15th day of each month for the prior months data.

- 189 4.3 Upon the recommendation of the Agency, when the Provider's ability to respond to
190 emergency calls has been terminated due to failure to abide by the requirements in this
191 agreement, there shall be a review before the MVEMSA Joint Powers Agency Board of
192 Directors concerning whether this non-compliance constitutes a major breach of the
193 terms of this agreement.
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195 **5. PROVIDER FEES**
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- 197 5.1 The Provider shall pay an annual renewal fee for the authorization of a single aircraft and
198 for each additional authorized air ambulance operated by the Provider in accordance with
199 the current Agency fee schedule.
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201 **6. INDEMNIFICATION AND INSURANCE**
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- 203 6.1 Provider shall provide evidence of insurance for each of the categories below. To the
204 extent of the risks, liabilities, and indemnities assumed by the Provider under this
205 Agreement, Provider will include Agency, its employees and Board of Directors as
206 additional insureds on the general liability and automobile liability policies. Provider
207 shall notify the Agency no less than 30 days prior to reduction or change in its liability
208 coverage
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☐	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.
☐	Automobile Liability	\$5,000,000 - Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
☐	Workers' Compensation	As required by the State of California
☐	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.
☐	Professional Liability (Errors and Omissions)	\$5,000,000 - per claim.

☐	Cyber Liability	\$5,000,000 per each claim for Privacy and Network Security, \$1,000,000 per each claim for Technology Errors and Omissions If the cyber liability coverage is on a claims-made basis, Provider will purchase tail coverage for a period of three years after expiration or termination of this Agreement.
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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 arise from or relate to this agreement.

7. NON-DISCRIMINATION

Provider shall abide by all Federal and State non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below:

During the performance of this contract, Provider and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Provider and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Provider and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Provider shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

8. REVOCATION, TERMINATION AND NON-RENEWAL OF AGREEMENT

- 8.1 The Agency may revoke, or decline to renew this agreement for failure to comply with provisions, standards, or requirements of state law or regulations, of Agency policies and procedures, or of any requirements of this agreement. Suspension is not necessarily a condition precedent to revocation, or non-renewal.
- 8.2 Before revocation or non-renewal, the Agency shall give written notice to the Provider specifying why such action is contemplated and give the Provider a reasonable period to cure (not more than thirty (30) days) to comply with the provisions in question (if applicable) or to show cause against such action.
- 8.3 Should Provider fail to show just cause against such action, a hearing shall be set by Agency. Hearings conducted pursuant to this agreement shall be conducted before a hearing officer designated by the Agency Board of Directors. At the conclusion of said hearings the hearing officer shall submit within seven (7) days following the hearing, a written summary of the evidence and proposed findings and conclusions for considerations by the Agency. The Provider and Agency agree to bear their own costs and expenses incurred in connection with such a hearing.
- 8.4 In hearings conducted pursuant to this agreement, evidence must be relevant, and of such nature as responsible persons are accustomed to rely on in the conduct of serious affairs. So far as practical, the hearing shall be conducted under section 11513 of the Government Code and witnesses may be examined under Section 776 of the Evidence 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.

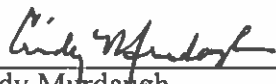
297 **10. COMPLAINTS**

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299 The Agency shall notify the Provider of any complaints received by this office. The Agency
300 shall investigate the complaint to determine whether the complaint is valid and whether it relates
301 to compliance with this Agreement.
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317 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year
318 first above written.
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320 Mountain-Valley EMS Agency

PHI Health, LLC

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323
324 By: 
325 Cindy Murdaugh

By: 
David Motzkin

326
327 Title: Executive Director

Title: President

328
329
330 Date 12/14/22

Date 01/12/2023