

Monterey County Emergency Medical Services
EMS Aircraft Service Provider
Agreement

BACKGROUND

1. This is an agreement ("Agreement") between Mercy Air Service, Inc. ("PROVIDER") and the County of Monterey, acting through its Emergency Medical Services Agency ("EMS AGENCY"). Its date for reference is May 16, 2012.
2. EMS AGENCY is designated under California law by Monterey County as the local Emergency Medical Services Agency responsible for planning, implementing, and evaluating the local EMS system throughout Monterey County. [Health and Safety Code 1797.204]
3. Under California law, no person or organization may provide "advanced life support," unless that person or organization is an authorized part of the emergency medical services system of the local EMS agency. [Health and Safety Code 1797.178]
4. Under California law, a provider staffed with paramedics must have a written agreement with the local EMS agency to participate in the EMS system and to comply with all applicable state regulations and local policies and procedures, including participation in the local EMS agency's continuous quality improvement ("CQI") program. [Title 22 CCR 100167(b)(4)]
5. PROVIDER is a private agency that has chosen, and is legally authorized, to respond to medical emergencies within its jurisdiction.
6. PROVIDER seeks to have a written agreement with EMS AGENCY to provide EMS Aircraft services.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Once signed by authorized representatives for all parties, this agreement becomes effective at 8:00a.m. on May 16, 2012 and shall continue for a period of four (4) years. This agreement may be terminated as provided below.
2. PROVIDER may provide prehospital emergency services according to Monterey County EMS policy and protocol and State regulations within the County of Monterey.
3. Patient medical control transfers from the Monterey County EMS Medical Director to the EMS Aircraft's Flight Medical Director at the same time the responsibility of patient care passes from the ground medical resources to the EMS Aircraft's flight crew. PROVIDER will maintain medical control activities in accordance with PROVIDER's medical policies and procedures. PROVIDER will keep current copies of its medical policies and procedures on file with the EMS Agency at all times throughout the term of this Agreement. [Title 22 CCR 100144(a) 100169, Health and Safety Code 1798]
4. PROVIDER will adhere to Monterey County EMS Aircraft Operations and Patient Destination policies. For any patient who is transported by PROVIDER from within Monterey County to another county, the destination will be determined in compliance with the patient destination policies of the local EMS agency for the county to which the patient is transported.

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5. PROVIDER shall participate in the Monterey County EMS system and comply with all applicable State regulations and local policies and procedures, including participation in EMS AGENCY's CQI program. [Title 22 CCR 100167(b)(4)]
6. PROVIDER shall provide emergency medical service response on a continuous twenty four-hour-per-day basis. [Title 22 CCR 100167(b)(1)]
7. PROVIDER shall utilize and maintain telecommunications as specified by EMS Agency. [Title 22 CCR 100167(b)(2) If at any time during the length of this Agreement, EMS Agency amends, revokes, or modifies its telecommunications policies or procedures, EMS Agency will notify PROVIDER in writing at least 90 days before such change(s) are implemented. Upon notice of an amendment, revocation, or modification to EMS Agency's telecommunications policies or procedures, PROVIDER and EMS Agency agree to enter into a reasonable meet and confer process, if PROVIDER believes the proposed changes to the telecommunications policies or procedures may adversely affect the PROVIDER's financial ability to comply with the policies and procedures. The EMS Agency Director will make the final determination on whether to implement any proposed changes taking into consideration any issues presented in the meet and confer process.
8. PROVIDER shall maintain a drug and solution inventory, and medical equipment and supplies, as approved by EMS AGENCY. [Title 22 CCR 100167(b)(3)]
9. PROVIDER shall be responsible for assessing the current knowledge of its paramedics in local policies, procedures and protocols, and for assessing its paramedic's skills competency. [Title 22 CCR 100167(b)(5)]
10. PROVIDER shall ensure that all paramedics employed by the EMS Aircraft service provider have a current paramedic license, active accreditation by Monterey County, and maintain all other certifications and training required by Monterey County EMS policy.
11. Provider shall ensure that a Patient Care Record (PCR) is created for every patient response, the PCR is fully and accurately completed, and the PCR is distributed to the EMS Agency, receiving hospital, and paramedic service provider. [Title 22 CCR 100169(a)(6)(A)(B)(C)]
12. Provider shall have an internal CQI program that has been approved by EMS AGENCY. [Title 22 CCR 100402(a)(1)]
13. EMS AGENCY may deny, immediately suspend, or revoke this Agreement for any failure of PROVIDER to comply with applicable policies, procedures, and regulations. [Title 22 CCR 100167(e)]
14. Either party may terminate this Agreement by giving 60 days' prior written notice to the other party.
15. All notices required hereunder shall be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

PROVIDER: Mercy Air Service, Inc.
7301 S. Peoria Street
Englewood, CA 80112

AGENCY: Monterey County EMS Agency
1270 Natividad Road
Salinas, CA 93906

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16. Neither EMS AGENCY nor the County of Monterey shall 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.

17. The PROVIDER hereby agrees to indemnify, defend, and hold harmless the County of Monterey and County of Monterey Emergency Medical Services Agency, and their officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by the PROVIDER or PROVIDER's officers, agents, and employees in connection with the performance of this AGREEMENT

The County of Monterey and County of Monterey Emergency Medical Services Agency hereby agree to indemnify, defend, and hold harmless the PROVIDER and its officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by the County of Monterey and County of Monterey Emergency Medical Services Agency or their officers, agents, and employees in connection with the performance of this AGREEMENT.

18. Nothing in this AGREEMENT shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the AGREEMENT.

19. This Agreement authorizes Provider to provide EMS Aircraft services only. The Provider may enter into subcontracts with the County ambulance contractor for the provision of additional medical transportation services. Any such subcontract will require pre-approval by the EMS Director, and must be consistent with performance criteria that addresses, among other things, how the subcontract will 1) improve ALS on scene arrival times to a medical emergency, 2) ensure compliance with established quality improvement standards, 3) establish a system of financial penalties for non-compliance with performance standards, and 4) impact the rates paid by individuals transported by the Provider

In WITNESS HEREOF, the parties have executed this Agreement on the date written below.

(Sarah Perotti)
By: [Signature] Regional VP
Dated: 4/18/12

County of Monterey
By: [Signature]
Dated: 5/15/2012

APPROVED AS TO FORM AND LEGALITY:

By: [Signature]
Susan K. Blich
Deputy County Counsel
Office of the County Counsel
Dated: 4/18/12