

**San Joaquin County Emergency Medical Services Agency  
Air Ambulance Agreement**

This Agreement entered into by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California d.b.a. San Joaquin County EMS Agency (hereinafter referred to as "County"), and REACH Air Medical Services, LLC (hereinafter referred to as "Provider")(collectively, the "Parties.")

WITNESSETH:

Whereas, Health and Safety Code§ 1797.204, requires local EMS agencies to plan, implement and evaluate an emergency medical services system consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

Whereas, Title 22, California Code of Regulations, Chapter 8, et seq. identifies the local EMS agency as the entity responsible for approving the EMS aircraft services within its jurisdiction; and

Whereas, Title 22, California Code of Regulations, Chapter 8, et seq. requires a local EMS agency which chooses to integrate EMS aircraft into its prehospital patient transport system to develop written agreements with an EMS aircraft provider specifying conditions to routinely serve their jurisdiction; and

Whereas, COUNTY Ordinance 4563, establishes specific requirements addressing the operation of air ambulances services within the San Joaquin County EMS system; and

Whereas, PROVIDER wishes to serve San Joaquin County and base an Air Ambulance at the Stockton Metropolitan Airport; and

Whereas, County wishes to allow PROVIDER to continue to serve the San Joaquin County EMS System;

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1 I. DEFINITIONS:

2 A. "Advanced Life Support" or "ALS" means any definitive prehospital  
3 emergency care role approved by the San Joaquin County EMS Agency,  
4 in accordance with state regulations, which includes all of the specialized  
5 services listed in H&SC § 1797.52.

6 B. "Air Ambulance" means any aircraft specially constructed, modified or  
7 equipped and used for the primary purposes of responding to emergency  
8 calls and transporting critically ill or injured patients whose medical flight  
9 crew has at a minimum two (2) attendants certified or licensed in  
10 advanced life support.

11 C. "Air Ambulance Service" means an air transportation service that utilizes  
12 air ambulances.

13 D. "Air Ambulance Service Provider" means the individual or group that owns  
14 and/or operates an air ambulance or air rescue service.

15 E. "Authorizing EMS Agency" means the local EMS agency that approves  
16 utilization of specific EMS aircraft within its jurisdiction.

17 F. "Classifying EMS Agency" or "Classifying Agency" means the local EMS  
18 agency which categorizes EMS aircraft as an air ambulance, ALS rescue  
19 aircraft, BLS rescue aircraft, or auxiliary rescue aircraft. The classifying  
20 EMS Agency for EMS aircraft based in San Joaquin County shall be the  
21 local EMS agency in the jurisdiction of origin except for aircraft operated  
22 by the California National Guard, California Highway Patrol or California  
23 Department of Forestry, which are classified by the State of California  
24 EMS Authority.

25 G. "Emergency Medical Dispatch (EMD) Center" means an entity that has  
26 been designated by COUNTY for the purpose of coordinating an EMS  
27 response to the scene of a medical emergency within San Joaquin  
28 County. As of the start of this Agreement the COUNTY's designated EMD  
29 Center is the Valley Regional Emergency Communications Center  
30 (VRECC) operated by American Medical Response – San Joaquin  
31 Operations.

- 1 H. "Emergency Medical Services Aircraft" or "EMS Aircraft" means any  
2 aircraft utilized for the purpose of prehospital emergency patient response  
3 and transport. EMS aircraft includes air ambulances and all categories of  
4 rescue aircraft.
- 5 I. "Estimated time of arrival" or "ETA" means the total estimated time  
6 including all activities and preparations (e.g. flight check, lift-off, flight time,  
7 approach, landing) from receipt and acceptance of request to arrival at  
8 scene, landing site, or hospital heliport.
- 9 J. "Immediately Available" means an air ambulance that is unencumbered  
10 and is properly staffed, equipped, and capable of responding without  
11 delay.
- 12 K. "Jurisdiction of Origin" means the local EMS agency jurisdiction within  
13 which the authorized air ambulance service or rescue aircraft is  
14 operationally based.
- 15 L. "Medical Flight Crew" means the individual(s), excluding the pilot,  
16 specifically assigned to care for the patient during aircraft transport.  
17

18 II. GEOGRAPHIC AREA TO BE SERVED:

- 19 A. The geographic area to be served by PROVIDER includes all of the  
20 County of San Joaquin.  
21

22 III. NON-EXCLUSIVITY:

- 23 A. COUNTY may enter into written agreements with other authorized and  
24 permitted Air Ambulance services for the express purpose of furthering the  
25 integration of those EMS Aircraft Service Providers into the San Joaquin  
26 County EMS System.
- 27 B. Nothing in this agreement authorizing the PROVIDER to conduct Air  
28 Ambulance Service operations in San Joaquin County shall be considered  
29 an award of exclusive rights to provide Air Ambulance Service in San  
30 Joaquin County.  
31



1 IV. AUTHORIZATION REQUIREMENTS – OPERATIONAL PROCEDURES:

- 2 A. In order to remain authorized PROVIDER shall comply with this  
3 Agreement and adhere to all federal, state, and local statutes, ordinances,  
4 policies, and procedures. PROVIDER agrees to comply with all program  
5 requirements, regulations, procedures, policies, and protocols as are  
6 currently established or may be established by the San Joaquin County  
7 EMS Agency.
- 8 B. PROVIDER specifically acknowledges the COUNTY's statutory authority  
9 to establish policies and procedures to assure medical control of the EMS  
10 system. PROVIDER specifically agrees to adhere to COUNTY'S medical  
11 control policies including but not limited to scene management, EMS  
12 Aircraft medical control, triage, and patient destination.
- 13 C. PROVIDER must possess current accreditation from the Commission on  
14 Accreditation of Medical Transport Systems (CAMTS), formerly known as  
15 the Commission on Accreditation of Air Medical Services (CAAMS), to be  
16 eligible for and maintain authorization. PROVIDER agrees to remain in  
17 substantial compliance with the standards for accreditation by CAMTS.
- 18 D. PROVIDER agrees not to use any aircraft to transport patients until that  
19 aircraft has been classified as an Air Ambulance by an appropriate  
20 classifying agency.
- 21 E. PROVIDER shall have a medical director who is a physician or surgeon  
22 currently licensed in the State of California.
- 23 F. PROVIDER agrees to respond to emergency scene incidents in San  
24 Joaquin County only when requested by the County's designated EMD  
25 center. If a request for service in San Joaquin County is made by any  
26 entity other than the designated EMD center, PROVIDER shall contact the  
27 designated EMD center to confirm the request prior to lift-off. PROVIDER  
28 shall inform the designated EMD center at the time of the request or at the  
29 time of confirmation if it does not have an Air Ambulance immediately  
30 available within San Joaquin County. The PROVIDER shall notify the  
31 designated EMD center of the following for each request received:

1. Current location from which the Air Ambulance will be responding.
  2. ETA at the scene of the emergency or requested landing site.
  3. Any delays in response.
- G. PROVIDER may respond to requests for inter-facility transfers between acute care hospitals as they deem appropriate. PROVIDER shall notify the transferring hospital of the estimated time of arrival (ETA) of its aircraft at the time of request. For each request received the PROVIDER shall notify the transferring hospital of the:
1. Current location from which the Air Ambulance will be responding.
  2. ETA at the scene of the emergency or requested landing site.
  3. Any delays in response.
- H. PROVIDER agrees to be responsible for its expenses related to participation in the COUNTY's EMS system. PROVIDER shall not receive subsidy or compensation from COUNTY.

V. UTILIZATION OF GROUND AMBULANCES:

- A. PROVIDER shall not offer, provide, furnish, or arrange ground BLS, ALS, or CCT ambulance services to respond to or complete a request for an interfacility transport without a written agreement between PROVIDER and a COUNTY permitted ground ambulance services provider.
- B. The agreement between PROVIDER and a COUNTY permitted ground ambulance services provider shall at a minimum address the coordination of billing between PROVIDER and the ground ambulance provider to prevent the billing of duplicate services to the patient or third party payers.
- C. PROVIDER shall begin contract negotiations with COUNTY permitted ground ambulance providers that it intends to utilize in the County of San Joaquin within thirty (30) days of execution of this Agreement. PROVIDER shall notify the COUNTY of the status of contract negotiations within six (6) months of execution of this Agreement and any impasses that may exist.



1 VI. COORDINATION WITHIN THE EMS SYSTEM:

- 2 A. PROVIDER shall conduct its operations in such a manner as not to delay,  
3 disrupt, or impede the services of emergency ambulance service providers  
4 of the EMS system by encumbering such services in advance of being  
5 prepared for their use.
- 6 B. When performing interfacility transports from hospitals without onsite  
7 heliports or landing sites, PROVIDER agrees that the transferring hospital  
8 will determine whether the patient will be transported by ambulance to  
9 rendezvous with the Air Ambulance at an airport offsite or whether  
10 PROVIDER's medical flight crew needs to accept patient care at the  
11 hospital bedside.
- 12 C. PROVIDER may not request and may not use an in-service emergency  
13 ambulance to ferry its medical flight crew to a transferring hospital except  
14 in situations requiring the use and transport of a neonatal transport  
15 isolette.
- 16 D. PROVIDER may request and may use a San Joaquin County permitted  
17 emergency or non-emergency ambulance to transport a patient in the care  
18 of its medical flight crew from a transferring hospital to an awaiting air  
19 ambulance at an offsite airport. In all such instances the level of care of  
20 the permitted emergency or non-emergency ambulance shall be  
21 commensurate with the level of care required for the air ambulance  
22 transport, as determined by the transferring physician, except that an  
23 advanced life support (ALS) staffed and equipped ambulance may be  
24 used in lieu of a critical care transport (CCT) ambulance.
- 25 E. If after accepting patient care from the transferring physician the  
26 PROVIDER cannot complete air transport as requested, PROVIDER shall  
27 have its medical flight crew contact the transferring physician and provide  
28 the transferring physician the following information and options:
- 29 1. Reason for service interruption, e.g. mechanical issue, weather,  
30 etc.

2. Choice of PROVIDER's secondary/alternate Air Ambulance, or other COUNTY permitted Air Ambulance Service Provider's Air Ambulance, to take the patient to the final destination and the ETA for the arrival of the secondary/alternate Air Ambulance.
3. Choice to transfer care to a COUNTY permitted ground ambulance provider at the level of service (CCT, ALS, or BLS) specified by the transferring physician to take the patient to the final destination.
4. Choice to transfer care to a COUNTY permitted ground ambulance provider augmented by Air Ambulance Service Provider's medical personnel to a CCT level of service to take the patient to the final destination.
5. Choice to cancel IFT and return patient to transferring facility.

VII. MEDICAL FLIGHT CREW:

- A. The minimum staffing levels for PROVIDER'S Air Ambulance medical flight crew are:
  1. Two (2) attendants licensed as paramedics in the State of California and accredited by COUNTY or;
  2. One (1) attendant licensed as a paramedic in the State of California and accredited by COUNTY, and one (1) registered nurse licensed in the State of California authorized by COUNTY, who is trained and authorized to function as a flight nurse by the PROVIDER'S Medical Director or;
  3. For interfacility transfers only, two (2) registered nurses licensed in the State of California, who are trained and authorized to function as a flight nurses by the PROVIDER'S Medical Director.
- B. PROVIDER shall ensure that all medical flight crews are provided with training in aero medical transportation including:
  1. General patient care in-flight.
  2. Changes in barometric pressure and pressure related maladies.
  3. Changes in partial pressure oxygen.

4. Other environmental factors affecting patient care.
  5. Aircraft operational systems.
  6. Aircraft emergencies and safety.
  7. Care of patients who require special considerations in the airborne environment.
  8. EMS system communications.
  9. COUNTY EMS policies and procedures.
  10. Use of onboard medical equipment.
- C. Medical flight crew members shall adhere to the COUNTY's policies and procedures including the ALS scope of practice.
- D. A registered nurse while on-duty as part of a medical flight crew, may perform skills and administer medications beyond the scope of practice of San Joaquin County accredited paramedics, if policies authorizing those skills and medications have been developed by the Air Ambulance Service Provider medical director and approved by the COUNTY's medical director.
- E. All flight nurses, at a minimum, shall be trained to the "Air Medical Crew National Standard" and the training standards adopted by the Commission on Accreditation of Medical Transport Systems (CAMTS).

VIII. EMS Air Ambulance Space and Equipment:

- A. PROVIDER'S Air Ambulances shall be configured so that:
1. There is sufficient space in the patient compartment to accommodate one (1) patient on a stretcher and two (2) attendants.
  2. There is sufficient space for medical personnel to have adequate access to the patient in order to carry out necessary procedures including cardiopulmonary resuscitation on the ground and in the air.
  3. There is sufficient space for medical equipment and supplies required by COUNTY.



1 B. PROVIDER's Air Ambulance shall have adequate safety belts and tie-  
2 downs for all personnel, patient(s), stretcher(s), and equipment to prevent  
3 inadvertent movement.

4 C. PROVIDER'S Air Ambulances shall have on-board equipment and  
5 supplies commensurate with the scope of practice of the medical flight  
6 crew as specified by COUNTY. The requirement may be fulfilled through  
7 the use of appropriate kits (cases/packs), which can be carried on a given  
8 flight to meet the needs of the patient and/or additional medical personnel  
9 not usually staffing the aircraft.  
10

11 VIII. DISPATCH AND COMMUNICATIONS:

12 A. PROVIDER agrees to maintain or contract with a dispatch and flight  
13 following center 24 hours a day, 7 days a week that meets the  
14 requirements of the Commission on Accreditation of Medical Transport  
15 Systems (CAMTS).

16 B. All of PROVIDER'S Air Ambulance shall have the capability of  
17 communicating with the following agencies on frequencies and PLs  
18 specified by those agencies:

- 19 1. American Medical Response (AMR).
- 20 2. Joint Radio Users Group (JRUG).
- 21 3. Stockton Fire Department (SFD).
- 22 4. San Joaquin County EMS Agency Med-Net Channels 1-8 and  
23 HEAR.

24 C. PROVIDER agrees to maintain and operate communications equipment  
25 so as to ensure continued compatibility in a manner which will not degrade  
26 or interfere with the actual or intended operation of the COUNTY's  
27 communication system.  
28

29 IX. MEDICAL RECORDS, QUALITY IMPROVEMENT, PROGRAM EVALUATION:

- 1 A. PROVIDER shall provide patient care records, in a format and manner  
2 specified by COUNTY, for each scene and inter-facility transfer response  
3 requested or flown in San Joaquin County.
- 4 B. Upon request by COUNTY, PROVIDER shall provide flight data, dispatch  
5 data and audio recordings in a format and manner specified by COUNTY,  
6 for any scene or inter-facility transfer flown in San Joaquin County.
- 7 C. Upon request PROVIDER shall provide information and records to  
8 COUNTY for quality improvement and investigative purposes. These  
9 records may include dispatch data, dispatch tapes, medical records,  
10 medical and operational policies, records demonstrating personnel  
11 training and qualifications or any other records necessary to evaluate  
12 PROVIDER's performance under this agreement.
- 13 D. PROVIDER shall actively participate in COUNTY'S Quality  
14 Assurance/Quality Improvement programs.
- 15 E. Release of medical and other records described in this section shall be  
16 subject to compliance with all laws governing the use, release and  
17 publications of such records, including the Health Insurance Portability  
18 and Accountability Act (HIPAA).
- 19 F. Upon COUNTY's request, PROVIDER shall provide financial reports to  
20 COUNTY, in a format and manner specified by COUNTY, clearly detailing  
21 the gross billings, collections, revenue, and expenses for calls for service  
22 and operations within San Joaquin County.

23  
24 X. INDEMNIFICATION:

- 25 A. PROVIDER shall indemnify, defend, and hold harmless County from and  
26 against any and all claims, demands, losses, damages, defense costs,  
27 attorney's fees or liability which County may sustain or incur or which may  
28 be imposed upon it for injury to or death of persons, or damage to  
29 property as a result of, arising out of, or in any manner connected with  
30 PROVIDER's performance under the terms of this Agreement.

1 B. COUNTY agrees to defend, indemnify and to save and hold harmless the  
2 PROVIDER, its officers, agents and employees from and against any  
3 and all claims, demands, losses, causes of action, suites, expenses, or  
4 other detriment or liability arising out of COUNTY's negligent acts or  
5 omissions.  
6

7 XI. INSURANCE:

8 A. General Liability. The PROVIDER shall obtain and keep in force during  
9 the term of this Agreement general liability insurance issued by an  
10 insurance company authorized to do business in the State of California or  
11 a statutorily permissible self-insurance program, insuring the PROVIDER  
12 against loss by reason of injury or damage to persons or  
13 property. Said comprehensive or commercial general liability shall  
14 be in the sum of not less than one million dollars (\$1,000,000) for  
15 combined single limit bodily injury and property damage with a three  
16 million dollars (\$3,000,000) umbrella policy, including coverage for (a)  
17 bodily injury, (b) personal injury (c) broad form property damage, (d)  
18 contractual liability and (e) cross-liability. This insurance policy shall name  
19 the San Joaquin County additionally insured related to any loss which  
20 County may sustain or incur or which may be imposed upon it for injury to  
21 or death of persons, or damage to property as a result of, arising out of,  
22 or in any manner connected with PROVIDER's performance under the  
23 terms of this Agreement.

24 B. Professional Liability. The PROVIDER shall obtain and keep in force  
25 during the term of this Agreement professional liability insurance issued  
26 by an insurance company authorized to do business in the State of  
27 California or a statutorily permissible self-insurance program, insuring the  
28 PROVIDER against loss by reason of injury or damage to  
29 persons or property. Said professional liability insurance shall be in the



1 sum of not less than one million dollars (\$1,000,000) primary coverage  
2 with two million dollars (\$2,000,000) excess policy, for a combination of  
3 coverage totaling three million dollars (\$3,000,000).

4 C. Aircraft Insurance. The PROVIDER shall obtain and keep in force during  
5 the term of this Agreement, comprehensive aircraft liability insurance  
6 issued by an insurance company authorized to do business in the State  
7 of California or a statutorily permissible self-insurance program, insuring  
8 the PROVIDER against loss by reason of injury or damage to persons or  
property. Said

9 comprehensive aircraft liability insurance shall be in the sum of ten million  
10 dollars (\$10,000,000) for combined single limit bodily injury and property  
11 damage. This insurance policy shall name the San Joaquin County  
12 additionally insured related to any loss which County may sustain or incur  
13 or which may be imposed upon it for injury to or death of persons, or  
14 damage to property as a result of, arising out of, or in any manner  
15 connected with PROVIDER's performance under the terms of this  
16 Agreement.

17 D. Workers Compensation. PROVIDER shall obtain and keep in force  
18 during the term of this AGREEMENT, Workman's Compensation  
19 Insurance for all employees that meets the minimum statutorily required  
20 coverage amounts.

21 E. REACH shall have an obligation to notify the San Joaquin County EMS  
22 Agency within 30 days of cancellation, material modification, or material  
23 reduction in limits  
29 on all policies referenced herein.

30 XII. EQUAL OPPORTUNITY EMPLOYMENT:

1           A.     PROVIDER shall be an equal opportunity organization in all of its  
2                   practices, policies and procedures. PROVIDER shall not discriminate on  
3                   the basis of race, color, national origin, ancestry, religion, gender, marital  
4                   status, or age. Considering the unique employment requirements of Air  
5                   Ambulance Services, PROVIDER may impose reasonable physical or  
6                   other requirements on applicants for employment to ensure the ability of  
7                   the applicant to perform all job requirements.  
8

9   XIII.   MISCELLANEOUS:

10          A.     This Agreement is an Agreement by and between the two (2)  
11                   independent Parties and is not intended to and shall not be construed to  
12                   create the relationship of agency, servant, employee, partnership, joint  
13                   venture, or association.

14          B.     The failure of either of the Parties to insist upon strict performance of any  
15                   of the terms, covenants, or conditions of this agreement in any one or  
16                   more instances shall not be construed as a waiver or relinquishment for  
17                   the future of any such terms, covenants, or conditions, but all shall be  
18                   and remain in full force and effect.

19          C.     PROVIDER agrees to keep the COUNTY advised at all times of the  
20                   name and location of the PROVIDER'S parent company, if any.

21          D.     Neither COUNTY nor PROVIDER shall assign this Agreement to a third  
22                   party without written consent of the Parties.

23          E.     PROVIDER shall respond to all emergency scene calls regardless of the  
24                   potential payment capability of the patient and shall be prohibited from  
25                   making any assessment of potential payment capability of the patient at  
26                   the scene.

27          G.     It is the intent of COUNTY to ensure open communication, as well as  
28                   active coordination and cooperation between all EMS system participants  
29                   within the County of San Joaquin. PROVIDER shall notify COUNTY of  
30                   any and all unresolved issues, unusual occurrences, or sentinel events

1 involving PROVIDER or another EMS system participant pursuant to  
2 COUNTY procedures.

3 H. PROVIDER shall maintain operational control of the Air Ambulance used  
4 in the service of this Agreement, and shall control all aviation and related  
5 flight operations of the aircraft at all times. The PROVIDER and its pilots  
6 shall be in command of the Air Ambulance at all times. No flight will  
7 commence until and unless the PROVIDER's pilot and director of  
8 operations are satisfied, at their sole discretion, that the pilot is fit, the Air  
9 Ambulance is mechanically sound and properly equipped, and that the  
10 weather, landing zone, airstrip and any other conditions for safe flight are  
11 acceptable.

12 I. COUNTY acknowledges that PROVIDER's Air Ambulance(s) may be out  
13 of service for extended periods of time due to factors beyond the  
14 PROVIDER's reasonable control. Such instances may include but are  
15 not limited to: weather; orders from the Federal Aviation Administration  
16 (FAA) to cease flight operations; product or safety recalls; and mandatory  
17 aircraft maintenance or inspection.

18 1. PROVIDER shall keep the Valley Regional Emergency  
19 Communications Center (VRECC) informed of the current status of  
20 PROVIDER's Air Ambulance(s) based in San Joaquin County,  
21 including but not limited to availability, in-service, out-of-service, in-  
22 service delayed response.

23 2. PROVIDER shall provide the COUNTY with a monthly report detailing  
24 the status of PROVIDER's Air Ambulance(s) based within San  
25 Joaquin County, including but not limited to availability, in-service, out-  
26 of-service, in-service delayed response.

27 J. PROVIDER shall provide the COUNTY with its usual and customary rates  
28 for services provided in the COUNTY and keep COUNTY advised of  
29 changes to these rates for informational purposes.

30  
31 XIV. TERM:



- 1           A.     This Agreement supersedes any and all previous agreements between  
2                 COUNTY and PROVIDER for the provision of Air Ambulance Services in  
3                 San Joaquin County.
- 4           B.     Amendments or modifications to the provisions of this Agreement may be  
5                 initiated by either party hereto but may only be incorporated into this  
6                 Agreement by mutual written consent.
- 7           C.     Either party may terminate the contract at any time without cause upon  
8                 thirty (30) calendar days advance written notice to the other.
- 9           D.     PROVIDER agrees to pay COUNTY the annual Air Ambulance permit  
10                fee(s) established by the Board of Supervisors. The failure of PROVIDER  
11                to pay the annual permit fee shall result in an automatic breach of this  
12                Agreement and the forfeiture of its permit to provide Air Ambulance  
13                Service in San Joaquin County.
- 14          E.     COUNTY and PROVIDER acknowledge that this agreement shall serve  
15                as the PROVIDER's Air Ambulance permit issued pursuant to San  
16                Joaquin County Ordinance 4231 and authorization to provide ALS in San  
17                Joaquin County.
- 18          F.     This Agreement shall become effective July 1, 2021, and shall expire June  
19                30, 2024.

20

21   XV.   FAILURE TO COMPLY:

- 22          A.     The EMS Administrator or EMS Medical Director may immediately  
23                suspend PROVIDER's approval as an ALS provider for conduct or  
24                omissions which pose a threat to the public health and safety, including  
25                the PROVIDER's failure to make corrective actions order by COUNTY.  
26                Following notice of the immediate suspension the San Joaquin County  
27                EMS Agency shall investigate the matter and review the desirability of  
28                continuation of Provider as a participant in the COUNTY's EMS system.  
29                At its sole discretion the San Joaquin County EMS Agency may allow the  
30                Provider to provide basic life support service (BLS) during the thirty-day  
31                review period or until a final decision is reached. The EMS Agency's

1 review shall be completed within thirty days of the immediate suspension  
2 taking effect and a written summary of the decision shall be sent to the  
3 PROVIDER.

4 B. The EMS Agency's final decision for suspension, modification, or  
5 revocation of ALS approval may be appealed to the Board of Supervisors.

6 C. COUNTY shall adhere to the provisions of San Joaquin County Ordinance  
7 4231 for taking action to suspend or revoke PROVIDER's permit to  
8 operate an Air Ambulance.

9 XVI. NOTICE:

10 A. Any and all notices, reports or other communications to be given to  
11 COUNTY or PROVIDER shall be given to the persons representing the  
12 respective parties at the following addresses:

13 For COUNTY:

14 Dan Burch, EMS Administrator  
15 San Joaquin County EMS Agency  
16 PO BOX 220  
17 French Camp CA 95231

18  
19 For PROVIDER:

20 Sean Russell, President  
21 REACH Air Medical Services, LLC  
22 8880 Cal Center Drive  
23 Sacramento, CA 95826  
24

25 ALTERATION OF AGREEMENT:

26 No alteration, modification, or variation of the terms of this agreement shall be  
27 valid unless made in writing and signed by the parties hereto, and no oral  
28 understanding or agreement not incorporated herein shall be binding on the  
29 parties hereto.  
30

31 XIX. COUNTY SHALL:

1 Authorize Provider to participate as an ALS provider in the San Joaquin County  
2 EMS system pursuant to the provisions of this agreement and the policies and  
3 procedures of the San Joaquin County EMS Agency, until such time that this  
4 agreement is terminated.

5  
6  
7 IN WITNESS WHEREOF, the parties hereto have executed this Agreement:  
8

9 COUNTY

PROVIDER

10   
11 \_\_\_\_\_

  
\_\_\_\_\_

12 Dan Burch, EMS Administrator  
13 San Joaquin County EMS Agency  
14

Sean Russell, President  
REACH Air Medical Services, LLC

15 Approved as to form:  
16

17   
18 \_\_\_\_\_

19 Zayante (Zoey) P. Merrill, Esq.  
20 Deputy County Counsel