

**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, through its Emergency Medical Services (EMS) Agency (hereinafter referred to as "COUNTY"), and Stanford Health Care, a California non-profit public benefit corporation, for its Life Flight department (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, Division 9, Chapter 7, 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, San Joaquin County Ordinance Code Title 4, Division 7, establishes specific requirements addressing the operation of air ambulance services within the San Joaquin County EMS system; and

Whereas, PROVIDER wishes to continue to provide air ambulance services within San Joaquin County; and

Whereas, COUNTY wishes to allow PROVIDER to continue to provide air ambulance services the San Joaquin County EMS System;

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS:

- A. "Advanced Life Support" or "ALS" means any definitive prehospital emergency care role approved by the San Joaquin County EMS Agency, in accordance with state regulations, which includes all of the specialized services listed in H&SC § 1797.52.
- B. "Air Ambulance" means any aircraft specially constructed, modified or equipped and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has at a minimum two (2) attendants certified or licensed in advanced life support.
- C. "Air Ambulance Service" means an air transportation service that utilizes air ambulances.
- D. "Air Ambulance Service Provider" means the individual or group that owns and/or operates an air ambulance or air rescue service.
- E. "Authorizing EMS Agency" means the local EMS agency that approves utilization of specific EMS aircraft within its jurisdiction.
- F. "Classifying EMS Agency" or "Classifying Agency" means the local EMS agency which categorizes EMS aircraft as an air ambulance, ALS rescue aircraft, BLS rescue aircraft, or auxiliary rescue aircraft. The classifying EMS Agency for EMS aircraft based in San Joaquin County shall be the local EMS agency in the jurisdiction of origin except for aircraft operated by the California National Guard, California Highway Patrol or California Department of Forestry, which are classified by the State of California EMS Authority.
- G. "Designated Emergency Ambulance Dispatch Center" means an entity that has been designated by COUNTY for the purpose of coordinating an EMS response to the scene of a medical emergency within San Joaquin County.
- H. "Emergency Medical Services Aircraft" or "EMS Aircraft" means any aircraft utilized for the purpose of prehospital emergency patient response

and transport. EMS aircraft includes air ambulances and all categories of rescue aircraft.

- I. "Estimated time of arrival" or "ETA" means the total estimated time including all activities and preparations (e.g. flight check, lift-off, flight time, approach, landing) from receipt and acceptance of request to arrival at scene, landing site, or hospital heliport.
- J. "Immediately Available" means an air ambulance that is unencumbered and is properly staffed, equipped, and capable of responding without delay.
- K. "Jurisdiction of Origin" means the local EMS agency jurisdiction within which the authorized air ambulance service or rescue aircraft is operationally based.
- L. "Medical Flight Crew" means the individual(s), excluding the pilot, specifically assigned to care for the patient during aircraft transport.

II. GEOGRAPHIC AREA TO BE SERVED:

- A. The geographic area to be served by PROVIDER includes all of San Joaquin County.
- B. PROVIDER may serve San Joaquin County from its current primary bases of operation and is not required to base an air ambulance at the Stockton Metropolitan Airport.

III. NON-EXCLUSIVITY:

- A. COUNTY may enter into written agreements with other authorized and permitted Air Ambulance Service Providers to provide services in some or all of San Joaquin County as part of the EMS System.
- B. Nothing in this agreement authorizing the PROVIDER to conduct Air Ambulance Service operations in San Joaquin County shall be considered an award of exclusive rights to provide Air Ambulance Service in San Joaquin County.

IV. AUTHORIZATION REQUIREMENTS – OPERATIONAL PROCEDURES:

- A. In order to remain authorized PROVIDER shall comply with this Agreement and adhere to all federal, state, and local statutes, ordinances, policies, and procedures. PROVIDER agrees to comply with all program requirements, regulations, procedures, policies, and protocols as are currently established or may be established by the COUNTY EMS Agency.
- B. PROVIDER specifically acknowledges the COUNTY's statutory authority to establish policies and procedures to assure medical control of the EMS system. PROVIDER specifically agrees to adhere to COUNTY's medical control policies including but not limited to scene management, EMS Aircraft medical control, triage, and patient destination, copies of which shall be provided by COUNTY to PROVIDER or shall be electronically accessible through the EMS Agency website.
- C. PROVIDER must possess current accreditation from the Commission on Accreditation of Medical Transport Systems (CAMTS), formerly known as the Commission on Accreditation of Air Medical Services (CAAMS), to be eligible for and maintain authorization. PROVIDER agrees to remain in substantial compliance with the standards for accreditation by CAMTS.
- D. PROVIDER agrees not to use any aircraft to transport patients until that aircraft has been classified as an Air Ambulance by an appropriate classifying agency.
- E. PROVIDER shall have a medical director who is a physician or surgeon currently licensed in the State of California.
- F. PROVIDER agrees to respond to emergency scene incidents in San Joaquin County only when requested by the COUNTY's designated Emergency Ambulance Dispatch Center. If a request for service in San Joaquin County is made by any entity other than the designated Emergency Ambulance Dispatch Center, PROVIDER shall contact the designated Emergency Ambulance Dispatch Center to confirm the request prior to lift-off. PROVIDER shall inform the designated Emergency

Ambulance Dispatch Center at the time of the request or at the time of confirmation if it does not have an Air Ambulance immediately available within San Joaquin County. The PROVIDER shall notify the designated Emergency Ambulance Dispatch 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 utilize a COUNTY permitted ground ambulance service provider for the transport of PROVIDER crew without a written agreement between PROVIDER and that ground ambulance service provider.
- B. PROVIDER shall not offer, provide, furnish, or arrange ground BLS, ALS, or CCT ambulance services to respond to or complete a request for interfacility transport of a patient without a written agreement between PROVIDER and that COUNTY permitted ground ambulance services provider.

- C. 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.
- D. 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.

VI. COORDINATION WITHIN THE EMS SYSTEM:

- A. PROVIDER shall conduct its operations in such a manner as not to delay, disrupt, or impede the services of ground emergency ambulance service providers of the EMS system by encumbering such services in advance of being prepared for their use.
- B. When performing interfacility transports from hospitals without onsite heliports or landing sites, PROVIDER agrees that the transferring hospital will determine whether the patient will be transported by ambulance to rendezvous with the Air Ambulance at an airport offsite or whether PROVIDER's medical flight crew needs to accept patient care at the hospital bedside.
- C. PROVIDER may not request and may not use an in-service emergency ambulance to ferry its medical flight crew to a transferring hospital except in situations requiring the use and transport of a neonatal transport isolette.
- D. PROVIDER may use a COUNTY permitted emergency or non-emergency ambulance to transport a patient that remains in the care of its medical flight crew from a transferring hospital to an awaiting air ambulance at an offsite airport unless PROVIDER needs equipment or supplies that it does

not have and that are only on an ALS or CCT ambulance, then PROVIDER shall use only an ALS or CCT ambulance.

E. If after accepting patient care from the transferring physician the PROVIDER cannot complete air transport as requested, PROVIDER shall have its medical flight crew contact the transferring physician and provide the transferring physician the following information and options:

1. Reason for service interruption, e.g. mechanical issue, weather, 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 a medical flight crew that respond to scene and interfacility transfer calls in San Joaquin County 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. Two (2) attendants licensed registered nurse 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.
- 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.
- B. PROVIDER's Air Ambulance shall have adequate safety belts and tie-downs for all personnel, patient(s), stretcher(s), and equipment to prevent inadvertent movement.
- C. PROVIDER'S Air Ambulances shall have on-board equipment and supplies commensurate with the scope of practice of the medical flight crew as specified by COUNTY. The requirement may be fulfilled through the use of appropriate kits (cases/packs), which can be carried on a given flight to meet the needs of the patient and/or additional medical personnel not usually staffing the aircraft.

IX. DISPATCH AND COMMUNICATIONS:

- A. PROVIDER agrees to maintain or contract with a dispatch and flight following center 24 hours a day, 7 days a week that meets the requirements of the Commission on Accreditation of Medical Transport Systems (CAMTS).
- B. All of PROVIDER'S Air Ambulance shall have the capability of communicating with the following agencies on frequencies and PLs specified by those agencies:
1. American Medical Response (AMR).
 2. Joint Radio Users Group (JRUG).
 3. Stockton Fire Department (SFD).
 4. San Joaquin County EMS Agency Med-Net Channels 1-8 and HEAR.

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

X. MEDICAL RECORDS, QUALITY IMPROVEMENT, PROGRAM EVALUATION:

A. PROVIDER shall provide patient care records, in a format and manner specified by COUNTY, for each scene and inter-facility transfer response requested or flown in San Joaquin County.

B. Upon request by COUNTY, PROVIDER shall provide flight data, dispatch data and audio recordings in a format and manner specified by COUNTY, for any scene or inter-facility transfer flown in San Joaquin County.

C. Upon request PROVIDER shall provide information and records to COUNTY for quality improvement and investigative purposes. These records may include dispatch data, dispatch tapes, medical records, medical and operational policies, records demonstrating personnel training and qualifications or any other records necessary to evaluate PROVIDER's performance under this agreement.

D. PROVIDER shall actively participate in COUNTY'S Quality Assurance/Quality Improvement programs.

E. Release of medical and other records described in this section shall be subject to compliance with all laws governing the use, release and publications of such records, including the Health Insurance Portability and Accountability Act (HIPAA).

F. Upon COUNTY's request, PROVIDER shall provide financial reports to COUNTY, in a format and manner specified by COUNTY, clearly detailing the gross billings, collections, revenue, and expenses for calls for service and operations within San Joaquin County.

XI. INDEMNIFICATION AND LIMITATION OF LIABILITY:

- A. PROVIDER shall, at its expense, defend, indemnify, and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any and all third-party claims, losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of PROVIDER, its employees, officers, or agents.
- B. COUNTY shall defend, indemnify, and hold harmless PROVIDER, employees, officers, directors, and agents from and against all losses, liabilities, damages, penalties, costs and fees, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional actions or omissions of COUNTY's employees, officers, directors, contractors and agents.

XII. INSURANCE:

A. General Insurance Requirements.

The PROVIDER or its subcontractor shall obtain and keep in force during the term of this Agreement general liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program, insuring against loss by reason of injury or damage that may result in persons or property, or from violation of this Chapter or any other law of the State of California, or the United States. Insurance shall be provided by insurers rated A- (VII) or better by A.M. Best, be primary and non-contributory to any insurance or self-insurance maintained by COUNTY and include waivers of subrogation in favor of COUNTY where available by endorsement. Certificates of insurance and copies of required endorsements shall be provided prior to commencement of services and upon renewal. Thirty (30) days' prior

written notice of cancellation, non-renewal, or material change (ten (10) days for non-payment of premium) shall be provided to COUNTY by policy endorsement. Acceptance of insurance by COUNTY shall not limit PROVIDER's obligations under this Agreement. Failure to maintain required insurance constitutes a material breach.

B. Commercial General Liability.

Commercial general liability limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including contractual liability for this Agreement. Umbrella/Excess Liability of not less than \$3,000,000.

COUNTY shall be included as additional insured via ISO CG 20 10 and CG 20 37 for ongoing and completed operations, with ISO CG 20 01 (primary & non-contributory) and ISO CG 24 04 (waiver of subrogation) endorsements related to any loss which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with PROVIDER's performance under the terms of this Agreement. Coverage shall include (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.

C. Automobile Liability.

Limits not less than \$1,000,000 per accident for any auto, including hired and non-owned autos. COUNTY shall be included as additional insured via ISO CA 20 48 (or equivalent). Coverage shall be primary & non-contributory to COUNTY and include waiver of subrogation where available by endorsement.

D. Professional Liability (Medical Malpractice/EMS E&O).

Professional liability insurance shall be in the sum of not less than one million dollars (\$1,000,000) primary coverage with two million dollars (\$2,000,000) excess policy, for a combination of coverage totaling three million dollars (\$3,000,000). If coverage is claims-made, PROVIDER shall

maintain coverage for five (5) years following termination or purchase extended reporting period ("tail") coverage for five (5) years.

E. Aircraft Insurance

The PROVIDER shall obtain and keep in force, or cause to be obtained and maintained in force by PROVIDER's Subcontractor, during the term of this Agreement, comprehensive aircraft liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program, insuring the PROVIDER against loss by reason of injury or damage that may result in persons or property from negligent operation or defective constructive of such ambulance, or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive aircraft liability insurance limits not less than \$50,000,000 combined single limit per occurrence for bodily injury (including passengers), property damage, and personal/advertising injury. COUNTY shall be included as additional insured via AVN 52 (or equivalent aviation additional insured endorsement), with primary & non-contributory status and waiver of subrogation.

The PROVIDER shall obtain and keep in force during the term of this Agreement, Excess Aircraft Liability and shall be follow-form to the underlying aviation policy to achieve a total limit of not less than \$50,000,000. Primary Aircraft Liability coverage is secured and provided by PROVIDER'S aviation services subcontractor.

F. Workers Compensation.

PROVIDER shall obtain and keep in force during the term of this AGREEMENT, Worker's Compensation Insurance for all employees that meets the minimum statutorily required coverage amounts with waiver of subrogation in favor of COUNTY where permitted

G. Privacy/Cyber Liability.

Limits not less than \$1,000,000 each claim/aggregate covering wrongful disclosure of PHI, network security, privacy liability, regulatory

proceedings (including HIPAA), and media liability, to address data/records referenced in Section X

H. Evidence of Coverage and Notice.

PROVIDER shall furnish Certificates of Insurance and copies of all required endorsements to COUNTY prior to commencement and upon renewal. Endorsement-backed notice of cancellation, non-renewal, or material change shall be provided to COUNTY as stated in subsection A. Failure to maintain required insurance is a material breach.

XIII. EQUAL OPPORTUNITY EMPLOYMENT:

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

XIV. MISCELLANEOUS:

- A. This Agreement is an Agreement by and between the two (2) independent Parties and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture, or association.
- B. The failure of either of the Parties to insist upon strict performance of any of the terms, covenants, or conditions of this agreement in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, or conditions, but all shall be and remain in full force and effect.
- C. PROVIDER agrees to keep the COUNTY advised at all times of the name and location of the PROVIDER'S parent company, if any.

- D. Neither COUNTY nor PROVIDER shall assign this Agreement to a third party without written consent of the Parties.
- E. PROVIDER shall respond to all emergency scene calls regardless of the potential payment capability of the patient and shall be prohibited from making any assessment of potential payment capability of the patient at the scene.
- F. It is the intent of COUNTY to ensure open communication, as well as active coordination and cooperation between all EMS system participants within the County of San Joaquin. PROVIDER shall notify COUNTY of any and all unresolved issues, unusual occurrences, or sentinel events involving PROVIDER or another EMS system participant pursuant to COUNTY procedures.
- G. PROVIDER or its Subcontractor shall maintain operational control of the Air Ambulance used in the service of this Agreement, and shall control all aviation and related flight operations of the aircraft at all times. The PROVIDER or its Subcontractor and its/their pilots shall be in command of the Air Ambulance at all times. No flight will commence until and unless the PROVIDER's pilot and director of operations are satisfied, at their sole discretion, that the pilot is fit, the Air Ambulance is mechanically sound and properly equipped, and that the weather, landing zone, airstrip and any other conditions for safe flight are acceptable.
- H. COUNTY acknowledges that PROVIDER's Air Ambulance(s) may be out of service for extended periods of time due to factors beyond the PROVIDER's reasonable control. Such instances may include but are not limited to: weather; orders from the Federal Aviation Administration (FAA) to cease flight operations; product or safety recalls; and mandatory aircraft maintenance or inspection.
- I. PROVIDER shall provide the COUNTY with its usual and customary rates for services provided in the COUNTY and keep COUNTY advised of changes to these rates for informational purposes.

XV. TERM:

- A. This Agreement supersedes any and all previous agreements between COUNTY and PROVIDER for the provision of Air Ambulance Services in San Joaquin County.
- B. Amendments or modifications to the provisions of this Agreement may be initiated by either party hereto but may only be incorporated into this Agreement by mutual written consent.
- C. Either party may terminate the contract at any time without cause upon thirty (30) calendar days' advance written notice to the other.
- D. PROVIDER agrees to pay COUNTY the annual Air Ambulance permit fee(s) established by the Board of Supervisors. The failure of PROVIDER to pay the annual permit fee shall result in an automatic breach of this Agreement and the forfeiture of its permit to provide Air Ambulance Service in San Joaquin County.
- E. COUNTY and PROVIDER acknowledge that this agreement shall serve as the PROVIDER's Air Ambulance permit issued pursuant to San Joaquin County Ordinance 4563 and authorization to provide ALS in San Joaquin County.
- F. This Agreement shall become effective the date the last party has signed through March 31, 2029.

XVI. FAILURE TO COMPLY:

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

review period or until a final decision is reached. The EMS Agency's review shall be completed within thirty days of the immediate suspension taking effect and a written summary of the decision shall be sent to the PROVIDER.

- B. The EMS Agency's final decision for suspension, modification, or revocation of ALS and CCT approval may be appealed to the Director of Health Care Services.
- C. COUNTY shall adhere to the provisions of San Joaquin County Ordinance 4563 for taking action to suspend or revoke PROVIDER's permit to operate an Air Ambulance.

XVII. NOTICE:

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

For COUNTY:

Jared Bagwell, EMS Director
San Joaquin County EMS Agency
PO BOX 220
French Camp CA 95231

For PROVIDER:

Lee McMurray, Program Manager
Stanford Life Flight300 Pasteur Drive, HG021A M/C 5246
Stanford, CA 94305-5246

With a copy to:

Contract Administration
Stanford Health Care
300 Pasteur Drive, Mail Code 5572

Stanford, CA 94305

Confirming copy by email to: contractadministration@stanfordhealthcare.org

XVIII. ALTERATION OF AGREEMENT:

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


XIX. DEBARRMENT:

Each Party hereby represents to the other Party that it has not been excluded, suspended or debarred or otherwise sanctioned from participation in any federal or state healthcare program, including the Medicare, Medicaid or TriCare/CHAMPUS programs or been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law. In the event that during the term of this Agreement, either Party is so debarred, excluded, suspended, or sanctioned or are convicted or found to have violated any federal or state fraud and abuse or illegal remuneration law, such Party shall promptly notify the other Party pursuant to the notice provisions of this Agreement.

XX. COUNTY SHALL:

Authorize PROVIDER to participate as an Air Ambulance provider in the San Joaquin County EMS system pursuant to the provisions of this Agreement and the policies and procedures of the COUNTY EMS Agency, until such time that this Agreement and Permit is terminated. IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

COUNTY

DocuSigned by:

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Jared Bagwell, EMS Director
San Joaquin County EMS Agency

Date: 4/15/2026

PROVIDER

Electronically signed by: Ronny Suwignjo
Ronny Suwignjo
Reason: I approve this document
Date: Apr 13, 2026 10:25:51 PDT

Ronny Suwignjo, Vice President - Patient Care Services, Business & Clinical Services
Stanford Health Care

Date: 04/13/2026