

**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 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, 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, San Joaquin County Ordinance Code Title 4, Division 7, establishes specific requirements addressing the operation of air ambulances 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:

1
2 I. DEFINITIONS:

- 3 A. "Advanced Life Support" or "ALS" means any definitive prehospital
4 emergency care role approved by the San Joaquin County EMS Agency,
5 in accordance with state regulations, which includes all of the specialized
6 services listed in H&SC § 1797.52.
- 7 B. "Air Ambulance" means any aircraft specially constructed, modified or
8 equipped and used for the primary purposes of responding to emergency
9 calls and transporting critically ill or injured patients whose medical flight
10 crew has at a minimum two (2) attendants certified or licensed in
11 advanced life support.
- 12 C. "Air Ambulance Service" means an air transportation service that utilizes
13 air ambulances.
- 14 D. "Air Ambulance Service Provider" means the individual or group that owns
15 and/or operates an air ambulance or air rescue service.
- 16 E. "Authorizing EMS Agency" means the local EMS agency that approves
17 utilization of specific EMS aircraft within its jurisdiction.
- 18 F. "Classifying EMS Agency" or "Classifying Agency" means the local EMS
19 agency which categorizes EMS aircraft as an air ambulance, ALS rescue
20 aircraft, BLS rescue aircraft, or auxiliary rescue aircraft. The classifying
21 EMS Agency for EMS aircraft based in San Joaquin County shall be the
22 local EMS agency in the jurisdiction of origin except for aircraft operated
23 by the California National Guard, California Highway Patrol or California
24 Department of Forestry, which are classified by the State of California
25 EMS Authority.
- 26 G. "Emergency Medical Dispatch (EMD) Center" means an entity that has
27 been designated by COUNTY for the purpose of coordinating an EMS
28 response to the scene of a medical emergency within San Joaquin
29 County. As of the start of this Agreement the COUNTY's designated EMD
30 Center is the Valley Regional Emergency Communications Center

(VRECC) operated by American Medical Response – San Joaquin Operations.

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 the County of San Joaquin.

B. For clarity, the Parties agree that PROVIDER shall not be required to base an air ambulance at the Stockton Metropolitan Airport and that PROVIDER may serve San Joaquin County from its current primary bases of operation.

III. NON-EXCLUSIVITY:

A. COUNTY may enter into written agreements with other authorized and permitted Air Ambulance services for the express purpose of furthering the

1 integration of those EMS Aircraft Service Providers into the San Joaquin
2 County EMS System.

- 3 B. Nothing in this agreement authorizing the PROVIDER to conduct Air
4 Ambulance Service operations in San Joaquin County shall be considered
5 an award of exclusive rights to provide Air Ambulance Service in San
6 Joaquin County.

7
8 IV. AUTHORIZATION REQUIREMENTS – OPERATIONAL PROCEDURES:

- 9 A. In order to remain authorized PROVIDER shall comply with this
10 Agreement and adhere to all federal, state, and local statutes, ordinances,
11 policies, and procedures. PROVIDER agrees to comply with all program
12 requirements, regulations, procedures, policies, and protocols as are
13 currently established or may be established by the San Joaquin County
14 EMS Agency.

- 15 B. PROVIDER specifically acknowledges the COUNTY's statutory authority
16 to establish policies and procedures to assure medical control of the EMS
17 system. PROVIDER specifically agrees to adhere to COUNTY's medical
18 control policies including but not limited to scene management, EMS
19 Aircraft medical control, triage, and patient destination, copies of which
20 shall be provided by COUNTY to PROVIDER or shall be electronically
21 accessible through the EMS Agency website

- 22 C. PROVIDER must possess current accreditation from the Commission on
23 Accreditation of Medical Transport Systems (CAMTS), formerly known as
24 the Commission on Accreditation of Air Medical Services (CAAMS), to be
25 eligible for and maintain authorization. PROVIDER agrees to remain in
26 substantial compliance with the standards for accreditation by CAMTS.

- 27 D. PROVIDER agrees not to use any aircraft to transport patients until that
28 aircraft has been classified as an Air Ambulance by an appropriate
29 classifying agency.

- 30 E. PROVIDER shall have a medical director who is a physician or surgeon
31 currently licensed in the State of California.

1 F. PROVIDER agrees to respond to emergency scene incidents in San
2 Joaquin County only when requested by the County's designated EMD
3 center. If a request for service in San Joaquin County is made by any
4 entity other than the designated EMD center, PROVIDER shall contact the
5 designated EMD center to confirm the request prior to lift-off. PROVIDER
6 shall inform the designated EMD center at the time of the request or at the
7 time of confirmation if it does not have an Air Ambulance immediately
8 available within San Joaquin County. The PROVIDER shall notify the
9 designated EMD center of the following for each request received:

- 10 1. Current location from which the Air Ambulance will be responding.
- 11 2. ETA at the scene of the emergency or requested landing site.
- 12 3. Any delays in response.

13 G. PROVIDER may respond to requests for inter-facility transfers between
14 acute care hospitals as they deem appropriate. PROVIDER shall notify
15 the transferring hospital of the estimated time of arrival (ETA) of its aircraft
16 at the time of request. For each request received the PROVIDER shall
17 notify the transferring hospital of the:

- 18 1. Current location from which the Air Ambulance will be responding.
- 19 2. ETA at the scene of the emergency or requested landing site.
- 20 3. Any delays in response.

21 H. PROVIDER agrees to be responsible for its expenses related to
22 participation in the COUNTY's EMS system. PROVIDER shall not receive
23 subsidy or compensation from COUNTY.

24
25 V. UTILIZATION OF GROUND AMBULANCES:

26 A. PROVIDER shall not offer, provide, furnish, or arrange ground BLS, ALS,
27 or CCT ambulance services to respond to or complete a request for an
28 interfacility transport without a written agreement between PROVIDER
29 and a COUNTY permitted ground ambulance services provider.

30 B. The agreement between PROVIDER and a COUNTY permitted ground
31 ambulance services provider shall at a minimum address the coordination

1 of billing between PROVIDER and the ground ambulance provider to
2 prevent the billing of duplicate services to the patient or third party payers.

- 3 C. PROVIDER shall begin contract negotiations with COUNTY permitted
4 ground ambulance providers that it intends to utilize in the County of San
5 Joaquin within thirty (30) days of execution of this Agreement. PROVIDER
6 shall notify the COUNTY of the status of contract negotiations within six
7 (6) months of execution of this Agreement and any impasses that may
8 exist.

9
10 VI. COORDINATION WITHIN THE EMS SYSTEM:

- 11 A. PROVIDER shall conduct its operations in such a manner as not to delay,
12 disrupt, or impede the services of emergency ambulance service providers
13 of the EMS system by encumbering such services in advance of being
14 prepared for their use.

- 15 B. When performing interfacility transports from hospitals without onsite
16 heliports or landing sites, PROVIDER agrees that the transferring hospital
17 will determine whether the patient will be transported by ambulance to
18 rendezvous with the Air Ambulance at an airport offsite or whether
19 PROVIDER's medical flight crew needs to accept patient care at the
20 hospital bedside.

- 21 C. PROVIDER may not request and may not use an in-service emergency
22 ambulance to ferry its medical flight crew to a transferring hospital except
23 in situations requiring the use and transport of a neonatal transport isolette

- 24 D. PROVIDER may request and may use a San Joaquin County permitted
25 emergency or non-emergency ambulance to transport a patient in the care
26 of its medical flight crew from a transferring hospital to an awaiting air
27 ambulance at an offsite airport. In all such instances the level of care of
28 the permitted emergency or non-emergency ambulance shall be
29 commensurate with the level of care required for the air ambulance
30 transport, as determined by the transferring physician, except that an

1 advanced life support (ALS) staffed and equipped ambulance may be
2 used in lieu of a critical care transport (CCT) ambulance.

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

- 7 1. Reason for service interruption, e.g. mechanical issue, weather,
8 etc.
- 9 2. Choice of PROVIDER's secondary/alternate Air Ambulance, or
10 other COUNTY permitted Air Ambulance Service Provider's Air
11 Ambulance, to take the patient to the final destination and the ETA
12 for the arrival of the secondary/alternate Air Ambulance.
- 13 3. Choice to transfer care to a COUNTY permitted ground ambulance
14 provider at the level of service (CCT, ALS, or BLS) specified by the
15 transferring physician to take the patient to the final destination.
- 16 4. Choice to transfer care to a COUNTY permitted ground ambulance
17 provider augmented by Air Ambulance Service Provider's medical
18 personnel to a CCT level of service to take the patient to the final
19 destination.
- 20 5. Choice to cancel IFT and return patient to transferring facility.

21
22 VII. MEDICAL FLIGHT CREW:

23 A. The minimum staffing levels for a medical flight crew that respond to
24 scene calls in San Joaquin County are:

- 25 1. Two (2) attendants licensed as paramedics in the State of
26 California and accredited by COUNTY or;
- 27 2. One (1) attendant licensed as a paramedic in the State of California
28 and accredited by COUNTY, and one (1) registered nurse licensed
29 in the State of California authorized by COUNTY, who is trained
30 and authorized to function as a flight nurse by the PROVIDER's
31 Medical Director.

1 B. The minimum staffing levels for a medical flight crew that responds to an
2 acute care facility in San Joaquin County to transport a patient during an
3 interfacility transfer to another acute care facility are two attendants
4 trained to function as a flight nurse by the PROVIDER's Medical Director.

5 C. PROVIDER shall ensure that all medical flight crews are provided with
6 training in aero medical transportation including:

- 7 1. General patient care in-flight.
- 8 2. Changes in barometric pressure and pressure related maladies.
- 9 3. Changes in partial pressure oxygen.
- 10 4. Other environmental factors affecting patient care.
- 11 5. Aircraft operational systems.
- 12 6. Aircraft emergencies and safety.
- 13 7. Care of patients who require special considerations in the airborne
14 environment.
- 15 8. EMS system communications.
- 16 9. COUNTY EMS policies and procedures.
- 17 10. Use of onboard medical equipment.

18 D. Medical flight crew members shall adhere to the COUNTY's policies and
19 procedures including the ALS scope of practice.

20 E. A registered nurse while on-duty as part of a medical flight crew, may
21 perform skills and administer medications beyond the scope of practice of
22 San Joaquin County accredited paramedics, if policies authorizing those
23 skills and medications have been developed by the Air Ambulance Service
24 Provider medical director and approved by the COUNTY's medical
25 director.

26 F. All flight nurses, at a minimum, shall be trained to the "Air Medical Crew
27 National Standard" and the training standards adopted by the Commission
28 on Accreditation of Medical Transport Systems (CAMTS).
29

30 VIII. EMS Air Ambulance Space and Equipment:

31 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.

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

5
6 X. MEDICAL RECORDS, QUALITY IMPROVEMENT, PROGRAM EVALUATION:

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

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

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

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

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

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

29
30 XI. INDEMNIFICATION AND LIMITATION OF LIABILITY:

- 1 A. PROVIDER shall indemnify, defend, and hold harmless COUNTY from
2 and against any and all third-party claims, demands, losses, damages,
3 defense costs, attorney's fees or liability which COUNTY may sustain or
4 incur or which may be imposed upon it for injury to or death of persons,
5 or damage to property to the extent arising as a result of PROVIDER's
6 negligent acts or omissions in its performance under the terms of this
7 Agreement.
- 8 B. COUNTY agrees to defend, indemnify and to save and hold harmless the
9 PROVIDER, its officers, agents and employees from and against any and
10 all third-party claims, demands, losses, causes of action, suites,
11 expenses, or other detriment or liability to the extent arising out of arising
12 out of COUNTY's negligent acts or omissions related to this Agreement.
- 13 C. Except for either party's gross negligence or intentional misconduct,
14 under no circumstances will either party have any obligation or liability to
15 the other hereunder for any incidental, indirect, consequential, or special
16 damages incurred by the other party, regardless of how such damages
17 arise, whether or not a party was advised of the possibility of such
18 damages or the failure of essential purpose of any limited remedy.

19
20 XII. INSURANCE:

- 21 A. General Liability. The PROVIDER or its subcontractor shall obtain and
22 keep in force during the term of this Agreement general liability insurance
23 issued by an insurance company authorized to do business in the State of
24 California or a statutorily permissible self-insurance program, insuring
25 against loss by reason of injury or damage that may result in persons or
26 property, or from violation of this Chapter or any other law of the State of
27 California, or the United States. Said comprehensive or commercial
28 general liability shall be in the sum of not less than one million dollars
29 (\$1,000,000) for combined single limit bodily injury and property damage
30 with a three million dollars (\$3,000,000) umbrella policy, including
31 coverage for (a) bodily injury, (b) personal injury (c) broad form property

1 damage, (d) contractual liability and (e) cross-liability. This insurance
2 policy shall name the San Joaquin County additionally insured related to
3 any loss which COUNTY may sustain or incur or which may be imposed
4 upon it for injury to or death of persons, or damage to property as a result
5 of, arising out of, or in any manner connected with PROVIDER's
6 performance under the terms of this Agreement.

7 B. Professional Liability. The PROVIDER shall obtain and keep in force
8 during the term of this Agreement professional liability insurance issued by
9 an insurance company authorized to do business in the State of California
10 or a statutorily permissible self-insurance program, insuring the
11 PROVIDER against loss by reason of injury or damage that may result in
12 persons or property from negligent operation or defective construction, or
13 from violation of this Chapter or any other law of the State of California, or
14 the United States. Said professional liability insurance shall be in the sum
15 of not less than one million dollars (\$1,000,000) primary coverage with two
16 million dollars (\$2,000,000) excess policy, for a combination of coverage
17 totaling three million dollars (\$3,000,000).

18 C. Aircraft Insurance. The PROVIDER shall obtain and keep in force, or
19 cause to be obtained and maintained in force by PROVIDER's
20 Subcontractor, during the term of this Agreement, comprehensive aircraft
21 liability insurance issued by an insurance company authorized to do
22 business in the State of California or a statutorily permissible self-
23 insurance program, insuring the PROVIDER against loss by reason of
24 injury or damage that may result in persons or property from negligent
25 operation or defective constructive of such ambulance, or from violation of
26 this Chapter or any other law of the State of California, or the United
27 States. Said comprehensive aircraft liability insurance shall be in the sum
28 of fifty million dollars (\$50,000,000) for combined single limit bodily injury
29 and property damage. This insurance policy shall name the San Joaquin
30 County additionally insured related to any loss which COUNTY may
31 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 or subcontractor's performance under the terms of this Agreement.

C. Aircraft Liability: The PROVIDER shall obtain and keep in force during the term of this Agreement, Excess Aircraft Liability and shall furnish said insurance evidenced in the amount of \$50,000,000. Primary Aircraft Liability coverage is secured and provided by PROVIDER'S aviation services subcontractor.

D. 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.

E. PROVIDER shall have an obligation to notify the San Joaquin County EMS Agency within 30 days of cancellation of the policies referenced herein.

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.

- 1 B. The failure of either of the Parties to insist upon strict performance of any
2 of the terms, covenants, or conditions of this agreement in any one or
3 more instances shall not be construed as a waiver or relinquishment for
4 the future of any such terms, covenants, or conditions, but all shall be
5 and remain in full force and effect.
- 6 C. PROVIDER agrees to keep the COUNTY advised at all times of the
7 name and location of the PROVIDER'S parent company, if any.
- 8 D. Neither COUNTY nor PROVIDER shall assign this Agreement to a third
9 party without written consent of the Parties.
- 10 E. PROVIDER shall respond to all emergency scene calls regardless of the
11 potential payment capability of the patient and shall be prohibited from
12 making any assessment of potential payment capability of the patient at
13 the scene.
- 14 G. It is the intent of COUNTY to ensure open communication, as well as
15 active coordination and cooperation between all EMS system participants
16 within the County of San Joaquin. PROVIDER shall notify COUNTY of
17 any and all unresolved issues, unusual occurrences, or sentinel events
18 involving PROVIDER or another EMS system participant pursuant to
19 COUNTY procedures.
- 20 H. PROVIDER or its Subcontractor shall maintain operational control of the
21 Air Ambulance used in the service of this Agreement, and shall control all
22 aviation and related flight operations of the aircraft at all times. The
23 PROVIDER or its Subcontractor and its/their pilots shall be in command
24 of the Air Ambulance at all times. No flight will commence until and
25 unless the PROVIDER's pilot and director of operations are satisfied, at
26 their sole discretion, that the pilot is fit, the Air Ambulance is mechanically
27 sound and properly equipped, and that the weather, landing zone, airstrip
28 and any other conditions for safe flight are acceptable.
- 29 I. COUNTY acknowledges that PROVIDER's Air Ambulance(s) may be out
30 of service for extended periods of time due to factors beyond the
31 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.

J. 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, March 1, 2023, and shall expire February 28, 2026.

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

1 or omissions which pose a threat to the public health and safety, including
2 the PROVIDER's failure to make corrective actions order by COUNTY.
3 Following notice of the immediate suspension the San Joaquin County
4 EMS Agency shall investigate the matter and review the desirability of
5 continuation of Provider as a participant in the COUNTY's EMS system.
6 At its sole discretion the San Joaquin County EMS Agency may allow the
7 Provider to provide basic life support service (BLS) during the thirty-day
8 review period or until a final decision is reached. The EMS Agency's
9 review shall be completed within thirty days of the immediate suspension
10 taking effect and a written summary of the decision shall be sent to the
11 PROVIDER.

12 B. The EMS Agency's final decision for suspension, modification, or
13 revocation of ALS and CCT approval may be appealed to the Director of
14 Health Care Services.

15 C. COUNTY shall adhere to the provisions of San Joaquin County Ordinance
16 4563 for taking action to suspend or revoke PROVIDER's permit to
17 operate an Air Ambulance.

18
19 XVII. NOTICE:

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

23 For COUNTY:

24 Jared Bagwell, EMS Administrator

25 San Joaquin County EMS Agency

26 PO BOX 220

27 French Camp CA 95231

28
29 For PROVIDER:

30 Michael N. Baulch, Program Manager

31 Stanford Life Flight

300 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. DEBARRMENT. Each Party hereby represents to the other Party that is 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.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement:
2

3 COUNTY

PROVIDER: STANFORD HEALTH
CARE

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5
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7 Jared Bagwell, EMS Administrator
8 San Joaquin County EMS Agency

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Rody A. Thofen ACNO
FOR DALE BEATTY

Dale Beatty, DNP, RN
Chief Nursing Officer and Vice President,
Patient Care Services

Approved as to form:

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17
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Zayante (Zoey) P. Merrill, Esq.
Deputy County Counsel