

**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND CALIFORNIA SHOCK TRAUMA AIR RESCUE FOR
DESIGNATION AS A PREHOSPITAL EMS AIRCRAFT SERVICE PROVIDER**

This Agreement is entered into by and between the County of San Luis Obispo, a public entity and legal subdivision of the State of California, acting through its Public Health Department, Emergency Medical Services Agency (“EMS Agency”) and California Shock Trauma Air Rescue (“CALSTAR”), a California non-profit corporation (“Provider”).

WHEREAS, EMS Agency is the designated agency responsible for the administration of emergency medical services in the County of San Luis Obispo under California Health and Safety Code § 1797.200; and

WHEREAS, EMS Agency is required 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 under Health and Safety Code § 1797.204; and

WHEREAS, EMS Agency may designate Prehospital EMS Aircraft Providers under authority codified and regulated by the Health and Safety Code, Division 2.5, and the California Code of Regulations, Title 22, Division 9; and

WHEREAS, Provider meets state and local standards for Prehospital EMS Aircraft Providers, including accreditation by the Commission on Accreditation of Medical Transport Systems (CAMTS), and has agreed to maintain that accreditation during the term of this Agreement; and

WHEREAS, Provider currently has an agreement with the County of San Luis Obispo, effective June 17, 2003, authorizing Provider to provide pre-hospital air ambulance service within the County in accordance with EMS Agency policies; and

WHEREAS, the current agreement terminates on June 30, 2013, and Provider and EMS Agency mutually consent to an earlier termination date which shall be the same as the effective date of this new Agreement; and

WHEREAS, it is the intent of the parties that EMS Agency will designate, approve, and authorize CALSTAR to provide prehospital EMS aircraft services in the County of San Luis Obispo in accordance with EMS Agency policies in exchange for CALSTAR’s continued compliance with all applicable federal, state, and local laws and regulations;

NOW THEREFORE, in consideration of the recitals and obligations undertaken herein, the parties agree as follows:

A. Scope of Services.

1. EMS Agency designates Provider as an authorized prehospital emergency services provider in the County of San Luis Obispo. Pursuant to this authorization, Provider may provide EMS aircraft services, as described in EMS Agency Prehospital Policy No. 119, within the County of San Luis Obispo in accordance with EMS Agency policies and protocols, County ordinances, and federal and state law and regulations.

2. Provider's Medical Director shall provide medical control for its air ambulance service within San Luis Obispo County or enter into written agreements with base station hospitals to provide medical control for circumstances that necessitate that medical direction be given by base station hospital personnel. The EMSA shall be provided a copy of any Base Station agreements made with San Luis Obispo County base hospitals. In the absence of such agreements with base station hospitals, Provider's medical flight crew shall not contact San Luis Obispo County base station hospitals for medical direction. Provider will maintain medical control activities in accordance with Provider's medical policies and procedures. Provider will keep current copies of its medical policies and procedures on file with the EMS Agency at all times throughout the term of this Agreement. (22 C.C.R. 1100144, 100169.)

3. Provider agrees that, for any patient who is transported by Provider from the County of San Luis Obispo to another county, the patient's destination will be determined by the patient destination policies of the local EMS Agency for the county to which the patient is transported.

4. Provider shall participate in the San Luis Obispo County EMS system and comply with all applicable state regulations and local policies and procedures, including participation in EMS Agency's CQI program. (22 C.C.R. 100167(b)(4).)

5. Provider shall provide emergency medical service response on a continuous twenty four-hour-per-day basis, subject to availability of aircraft, crew, and weather conditions. (22 C.C.R. 100167(b)(1).)

6. Provider shall utilize and maintain telecommunications as specified by EMS Agency. (22 C.C.R. 100167(b)(2).) If at any time during the term of this Agreement, EMS Agency amends, revokes, or modifies its telecommunications policies or procedures, EMS Agency will notify Provider in writing at least 90 days before such change(s) are implemented. Upon notice of an amendment, revocation, or modification to EMS Agency's telecommunications policies or procedures, Provider and EMS Agency agree to enter into a reasonable meet and confer process, if Provider believes the proposed changes to the telecommunications policies or procedures may adversely affect the Provider's financial ability to comply with the policies and procedures. The EMS Agency Director will make the final determination on whether to implement any proposed changes taking into consideration any issues presented in the meet and confer process. (22 C.C.R. 100167(b)(2).)

7. Provider shall maintain a drug and solution inventory, and medical equipment and supplies, as approved by EMS AGENCY. (22 C.C.R. 100167(b)(3).)

8. Provider shall ensure that all flight nurses employed by the EMS Aircraft service Provider have a current nursing license, active state accreditations, and maintain all other certifications and training required by San Luis Obispo County EMS policies.

9. Provider shall ensure that a Patient Care Record (PCR) is created for every patient response, the PCR is fully and accurately completed, and the PCR is distributed to the EMS Agency, receiving hospital, and paramedic service provider. (22 C.C.R. 100169(a)(6).)

10. Provider shall have an internal CQI program that has been approved by EMS Agency. (22 C.C.R. 100402(a)(1).)

11. EMS Agency shall monitor Provider's performance of duties and obligations under this Agreement and enforce the provisions of the Agreement as necessary. EMS Agency shall notify Provider of and afford Provider an opportunity to respond to any concerns about Provider's performance of duties and obligations under this Agreement. The EMS Agency shall provide for system medical control and direction by the EMS Agency Medical Director. EMS Agency may immediately suspend or revoke this Agreement for any failure of Provider to comply with applicable policies, procedures, and regulations. (22 C.C.R. 100167(e).)

B. Rates.

Provider shall maintain reasonable rates for its EMS aircraft services. Provider's current rate schedule is attached hereto as Exhibit A. Provider shall notify EMS Director of any changes or modifications to its rate schedule within a reasonable time of the change or modification taking effect. Provider's rate schedule shall include all billable service and supply charges.

C. Term.

1. This Agreement shall be effective on the date (hereafter the "Effective Date") on which it is approved by the Board of Supervisors and shall have an initial term of five years, unless terminated earlier pursuant to terms of this Agreement. At the end of the initial term, EMS Agency shall have the option and authority to extend the term of this Agreement for an additional five years. Upon expiration of the second term, this Agreement shall be automatically renewed on an annual basis unless and until the Agreement is terminated pursuant to paragraph C.2. herein.

2. This Agreement may be terminated at any time by either party, at its sole discretion, upon 30 days written notice to the other party. This Agreement may be terminated on less than 30 days notice by written mutual consent. EMS Agency is authorized to exercise the discretion to terminate this Agreement on behalf of the County.

D. Notices.

All notices required hereunder shall be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CALSTAR	San Luis Obispo County EMS Agency
Attn: Chief Executive Officer	Attn: Director
4933 Bailey Loop	2156 Sierra Way
McClellan, CA 95652	San Luis Obispo, CA 93401

E. Releases.

Neither the local EMS Agency nor the County of San Luis Obispo shall be liable for any costs or expenses incurred by Provider as a result of this Agreement. Provider shall bear all costs associated with its provision of services under this Agreement. Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts or omissions of entities or individuals not a party to this Agreement. Neither party to this Agreement agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this Agreement.

F. Independent Parties.

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

G. Entire Agreement, Amendments, and Modifications.

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties. This Agreement may be amended or modified only by the mutual written consent of the parties. References in this Agreement to statutes, ordinances, laws, regulations, and policies mean and include those authorities as they presently exist and, as of and from the subsequent effective dates, amendments and successor provisions that may be adopted from time to time. No specific amendment to the Agreement is required to include or incorporate subsequent revisions to authorities cited or referred to herein.

H. Assignment and Subcontracting.

Because this Agreement is intended to secure the specialized services of Provider, Provider may not assign, transfer, delegate, or sublet any interest herein without the prior written

consent of EMS Agency. Any such assignment, transfer, delegation, or sublease without EMS Agency's prior written consent shall be null and void.

Notwithstanding the above paragraph, Provider may enter into subcontracts with any County ambulance contractor for the provision of additional medical transportation services. Any such subcontract will require pre-approval by the EMS Director and must be consistent with performance criteria that address, among other things, how the subcontract will 1) improve advanced life support on scene arrival times to a medical emergency, 2) ensure compliance with established quality improvement standards, 3) establish a system of financial penalties for non-compliance with performance standards, and 4) impact the rates paid by individuals transported by Provider.

I. Venue.

This Agreement shall be deemed to have been jointly drafted by the parties and shall be governed by and construed in accordance with the laws of the State of California. All duties and obligations of the parties hereunder are performable in San Luis Obispo County, which shall be the venue for any action or proceeding that may arise out of this Agreement.

IN WITNESS WHEREOF, County of San Luis Obispo and Provider have executed this Contract on the day and year hereinbelow set forth.

PROVIDER:

California Shock Trauma Air Rescue, a California non-profit corporation

Tax ID: Held in Confidential File

By: 
Lynn D. Malmstrom,
President/Chief Executive Officer

Date: 10/15/12

APPROVED AS TO FORM AND LEGAL EFFECT:

~~Warren R. Jensen~~ **RITA L. NEAL**
County Counsel

By: 
Deputy County Counsel

Date: 10/23/12

COUNTY OF SAN LUIS OBISPO:
A Public Entity in the State of California

By: _____
Chairperson of the Board of Supervisors

Date: _____

ATTEST:

By: _____
Julie Rodewald, County Clerk and Ex-Officio
Clerk of the Board of Supervisors