

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

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

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9 **WITNESSETH:**

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

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

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

21 Whereas, COUNTY Ordinance 4231, establishes specific requirements
22 addressing the operation of air ambulances services within the San Joaquin County
23 EMS system; and

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

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

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29 **NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**
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- 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.

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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.

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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.

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- 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:

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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.

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

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14 VII. MEDICAL FLIGHT CREW:

- 15 A. The minimum staffing levels for PROVIDER'S Air Ambulance medical
16 flight crew are:
 - 17 1. Two (2) attendants licensed as paramedics in the State of
18 California and accredited by COUNTY or;
 - 19 2. One (1) attendant licensed as a paramedic in the State of California
20 and accredited by COUNTY, and one (1) registered nurse licensed
21 in the State of California authorized by COUNTY, who is trained
22 and authorized to function as a flight nurse by the PROVIDER'S
23 Medical Director.
- 24 B. PROVIDER shall ensure that all medical flight crews are provided with
25 training in aero medical transportation including:
 - 26 1. General patient care in-flight.
 - 27 2. Changes in barometric pressure and pressure related maladies.
 - 28 3. Changes in partial pressure oxygen.
 - 29 4. Other environmental factors affecting patient care.
 - 30 5. Aircraft operational systems.
 - 31 6. Aircraft emergencies and safety.

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

- 19 A. PROVIDER'S Air Ambulances shall be configured so that:
- 20 1. There is sufficient space in the patient compartment to
- 21 accommodate one (1) patient on a stretcher and two (2) attendants.
- 22 2. There is sufficient space for medical personnel to have adequate
- 23 access to the patient in order to carry out necessary procedures
- 24 including cardiopulmonary resuscitation on the ground and in the
- 25 air.
- 26 3. There is sufficient space for medical equipment and supplies
- 27 required by COUNTY.
- 28 B. PROVIDER's Air Ambulance shall have adequate safety belts and tie-
- 29 downs for all personnel, patient(s), stretcher(s), and equipment to prevent
- 30 inadvertent movement.

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

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

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

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

21 C. PROVIDER agrees to maintain and operate communications equipment
22 so as to ensure continued compatibility in a manner which will not degrade
23 or interfere with the actual or intended operation of the COUNTY's
24 communication system.
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26 X. MEDICAL RECORDS, QUALITY IMPROVEMENT, PROGRAM EVALUATION:

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

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

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21 XI. INDEMNIFICATION:

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

1 other detriment or liability arising out of COUNTY's negligent acts or
2 omissions.

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4 XII. INSURANCE:

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

23 B. Professional Liability. The PROVIDER shall obtain and keep in force
24 during the term of this Agreement professional liability insurance issued
25 by an insurance company authorized to do business in the State of
26 California or a statutorily permissible self-insurance program, insuring the
27 PROVIDER against loss by reason of injury or damage that may result in
28 persons or property from negligent operation or defective construction, or
29 from violation of this Chapter or any other law of the State of California, or
30 the United States. Said professional liability insurance shall be in the
31 sum of not less than one million dollars (\$1,000,000) primary coverage

1 with two million dollars (\$2,000,000) excess policy, for a combination of
2 coverage totaling three million dollars (\$3,000,000).

3 C. Aircraft Insurance. The PROVIDER shall obtain and keep in force during
4 the term of this Agreement, comprehensive aircraft liability insurance
5 issued by an insurance company authorized to do business in the State
6 of California or a statutorily permissible self-insurance program, insuring
7 the PROVIDER against loss by reason of injury or damage that may
8 result in persons or property from negligent operation or defective
9 constructive of such ambulance, or from violation of this Chapter or any
10 other law of the State of California, or the United States. Said
11 comprehensive aircraft liability insurance shall be in the sum of ten million
12 dollars (\$10,000,000) for combined single limit bodily injury and property
13 damage. This insurance policy shall name the San Joaquin County
14 additionally insured related to any loss which County may sustain or incur
15 or which may be imposed upon it for injury to or death of persons, or
16 damage to property as a result of, arising out of, or in any manner
17 connected with PROVIDER's performance under the terms of this
18 Agreement.

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

23 E. CALSTAR shall have an obligation to notify the San Joaquin County EMS
24 Agency within 30 days of cancellation, modification, or reduction in limits
25 on all policies referenced herein.

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27 XIII. EQUAL OPPORTUNITY EMPLOYMENT:

28 A. PROVIDER shall be an equal opportunity organization in all of its
29 practices, policies and procedures. PROVIDER shall not discriminate on
30 the basis of race, color, national origin, ancestry, religion, gender, marital
31 status, or age. Considering the unique employment requirements of Air

1 Ambulance Services, PROVIDER may impose reasonable physical or
2 other requirements on applicants for employment to ensure the ability of
3 the applicant to perform all job requirements.
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5 XIV. MISCELLANEOUS:

- 6 A. This Agreement is an Agreement by and between the two (2)
7 independent Parties and is not intended to and shall not be construed to
8 create the relationship of agency, servant, employee, partnership, joint
9 venture, or association.
- 10 B. The failure of either of the Parties to insist upon strict performance of any
11 of the terms, covenants, or conditions of this agreement in any one or
12 more instances shall not be construed as a waiver or relinquishment for
13 the future of any such terms, covenants, or conditions, but all shall be
14 and remain in full force and effect.
- 15 C. PROVIDER agrees to keep the COUNTY advised at all times of the
16 name and location of the PROVIDER'S parent company, if any.
- 17 D. Neither COUNTY nor PROVIDER shall assign this Agreement to a third
18 party without written consent of the Parties.
- 19 E. PROVIDER shall respond to all emergency scene calls regardless of the
20 potential payment capability of the patient and shall be prohibited from
21 making any assessment of potential payment capability of the patient at
22 the scene.
- 23 G. It is the intent of COUNTY to ensure open communication, as well as
24 active coordination and cooperation between all EMS system participants
25 within the County of San Joaquin. PROVIDER shall notify COUNTY of
26 any and all unresolved issues, unusual occurrences, or sentinel events
27 involving PROVIDER or another EMS system participant pursuant to
28 COUNTY procedures.
- 29 H. PROVIDER shall maintain operational control of the Air Ambulance used
30 in the service of this Agreement, and shall control all aviation and related
31 flight operations of the aircraft at all times. The PROVIDER and its pilots

1 shall be in command of the Air Ambulance at all times. No flight will
2 commence until and unless the PROVIDER's pilot and director of
3 operations are satisfied, at their sole discretion, that the pilot is fit, the Air
4 Ambulance is mechanically sound and properly equipped, and that the
5 weather, landing zone, airstrip and any other conditions for safe flight are
6 acceptable.

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

13 1. PROVIDER shall keep the Valley Regional Emergency
14 Communications Center (VRECC) informed of the current status of
15 PROVIDER's Air Ambulance(s) based in San Joaquin County,
16 including but not limited to availability, in-service, out-of-service, in-
17 service delayed response.

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

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

25
26 XV. TERM:

27 A. This Agreement supersedes any and all previous agreements between
28 COUNTY and PROVIDER for the provision of Air Ambulance Services in
29 San Joaquin County.

- 1 B. Amendments or modifications to the provisions of this Agreement may be
2 initiated by either party hereto but may only be incorporated into this
3 Agreement by mutual written consent.
- 4 C. Either party may terminate the contract at any time without cause upon
5 thirty (30) calendar days advance written notice to the other.
- 6 D. PROVIDER agrees to pay COUNTY the annual Air Ambulance permit
7 fee(s) established by the Board of Supervisors. The failure of PROVIDER
8 to pay the annual permit fee shall result in an automatic breach of this
9 Agreement and the forfeiture of its permit to provide Air Ambulance
10 Service in San Joaquin County.
- 11 E. COUNTY and PROVIDER acknowledge that this agreement shall serve
12 as the PROVIDER's Air Ambulance permit issued pursuant to San
13 Joaquin County Ordinance 4231 and authorization to provide ALS in San
14 Joaquin County.
- 15 F. This Agreement shall become effective September 1, 2020, and shall
16 expire August 31, 2023.

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18 XVI. FAILURE TO COMPLY:

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

- 1 B. The EMS Agency's final decision for suspension, modification, or
2 revocation of ALS approval may be appealed to the Board of Supervisors.
3 C. COUNTY shall adhere to the provisions of San Joaquin County Ordinance
4 4231 for taking action to suspend or revoke PROVIDER's permit to
5 operate an Air Ambulance.

6 XVII. NOTICE:

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

10 For COUNTY:

11 Dan Burch, EMS Administrator
12 San Joaquin County EMS Agency
13 PO BOX 220
14 French Camp CA 95231

15
16 For PROVIDER:

17 Sean Russell, President
18 CALSTAR Air Medical Services, LLC
19 8880 Cal Center Drive
20 Sacramento, CA 95826

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22 XVIII. ALTERATION OF AGREEMENT:

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

27
28 XIX. COUNTY SHALL:

29 Authorize Provider to participate as an ALS provider in the San Joaquin County
30 EMS system pursuant to the provisions of this agreement and the policies and

1 procedures of the San Joaquin County EMS Agency, until such time that this
2 agreement is terminated.

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

7 COUNTY

PROVIDER

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9 



10 Dan Burch, EMS Administrator
11 San Joaquin County EMS Agency

Sean Russell, President
CALSTAR Air Medical Services, LLC

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13 Approved as to form:

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16 _____

17 Zoey P. Merrill, Esq.
18 Deputy County Counsel