

**EMERGENCY MEDICAL SERVICES AND AIR AMBULANCE SERVICE  
PROVIDER AGREEMENT  
BETWEEN  
THE COUNTY OF SANTA CLARA  
AND  
STANFORD HOSPITAL AND CLINICS**

This Emergency Medical Services and Air Ambulance Service Agreement (“Agreement”) is made by and between Stanford Hospital and Clinics (“Provider”), and the County of Santa Clara (“County”) (collectively, the “Parties”), with respect to the provision of emergency medical air ambulance services in support of prehospital incidents and the non-emergency needs of medical facilities, physicians, licensed healthcare providers, insurance providers, in Santa Clara County.

**RECITALS**

WHEREAS, pursuant to Health and Safety Code sections 1797.204 and 1798, among others, the County is responsible for system coordination, medical oversight, and support of the delivery of emergency medical services (“EMS”) by provider agencies in the County of Santa Clara;

WHEREAS, County is responsible for regulating Advanced Life Support (ALS); Critical Care Transport (CCT); and Basic Life Support (BLS) air ambulance service and EMS service providers within Santa Clara County, and for authorizing the provision of ALS, CCT, and BLS air ambulance response and transport within the County;

WHEREAS, pursuant to the County of Santa Clara Ordinance Code Division A18, Chapter XVI and associated Air Ambulance Permit Regulations, County is responsible for (1) enacting policies and regulations which are necessary for the public health and safety regarding the dispatching and operation of air ambulances; (2) enacting policies and regulations for permitting and regulating air ambulances, including EMS aircraft (as such term is defined in section 100279 of title 22 of the California Code of Regulations), which operate within or from any point within Santa Clara County; (3) regulating air ambulance personnel and protecting the public from the unsafe and unsanitary operation of ambulances; (4) allowing adequate air ambulance services in all areas of the county; and (5) allowing for the orderly and lawful operation of the emergency medical services system pursuant to the provision of division 2.5 of the Health and Safety Code commencing with section 1797;

WHEREAS, Health and Safety Code Section 1797.178 specifies that no person or organization shall provide Advanced Life Support (ALS) unless that person or organization is an authorized part of the emergency medical services system;

WHEREAS, the Parties desire and intend to establish and define the roles and responsibilities of the EMS Agency and the Provider relative to the delivery of comprehensive emergency medical care within Santa Clara County;

WHEREAS, the County and Provider agree to cooperate with each other for the purpose of delivery, maintenance, and improvement of EMS and air ambulance transport services within Santa Clara County and the areas served by the County of Santa Clara, in order to meet the needs of patients efficiently and appropriately;

WHEREAS, this Agreement in accordance with the intentions of the parties, will serve as a written agreement as required under Health and Safety Code sections 1797204 and 1797.218 between County and Provider, for the purpose of developing and maintaining the working relationship between the parties;

WHEREAS, this Agreement in accordance with the intentions of the parties, will serve as a written agreement as required under Title 22, California Code of Regulations, sections 100167(b)(4) and 100300(b)(4), between the EMS Agency and the Provider, for the purpose of developing and maintaining the working relationship between the parties; and

WHEREAS, the County, by this Agreement, allows Provider to provide emergency and interfacility air ambulance transfers within the Santa Clara County Emergency Medical Services System (“EMS System”);

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### DEFINITION

1.1 “Air Ambulance,” as defined in section 100280 of title 22 of the California Code of Regulations, 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.

1.2 “Base Hospital” means one of a limited number of hospitals which, upon designation by the EMS Agency and upon the completion of a written contractual agreement with the EMS Agency, is responsible for directing the advanced life support system and prehospital care system assigned to it by the EMS Agency.

1.3 “Emergency,” as defined in California Health and Safety Code section 1797.70, means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.

1.4 “Expanded Dispatch” means the process of adding, modifying, and/or separating dispatch functions when a situation’s complexity develops to a point where it exceeds or may exceed the operational capacity of normal dispatch operations.

1.5 “Interfacility air ambulance transfers” means transportation and medical care services provided between facilities that are (1) scheduled; (2) ordered in writing by a sending physician (or prescribing practitioner); and (3) provided pursuant to a receiving physician’s agreement, prior to transportation, to accept the patient.

1.6 “EMS Agency” means the Santa Clara County Emergency Medical Services Agency.

1.7 The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9, and the California Health and Safety Code, Division 2.5, Chapters 2-11 shall apply to this Agreement unless the Agreement indicates otherwise. This Agreement incorporates any future amendments to the statutory and regulatory definitions used in this Agreement.

## ARTICLE II

### TERM

2.1 Term of Agreement. This Agreement shall be effective as of 12:00 a.m. on April 1, 2013 and shall be in full force and effect for a period of five (5) years thereafter, until 11:59 p.m. March 31, 2018.

2.2 Option to Extend. The parties may extend the term of the Agreement for two (2) additional three (3) year periods upon mutual written agreement. If either party desires to extend the term of this Agreement, it shall provide written notice no less than one hundred eighty (180) days prior to the expiration of the term. Upon extension of this Agreement, the Provider shall provide the services set forth in this Agreement in accordance with the terms in effect immediately prior to the extended term.

## ARTICLE III

### PROVIDER BREACH AND PROVISIONS FOR EARLY TERMINATION

3.1 Provider Breach. Conditions and circumstances that constitute a material breach of this Agreement include, but are not limited to, the following:

3.1.1 Failure of the Provider to operate within the EMS System in a manner that enables the County and the Provider to comply with federal or state laws, rules or regulations, and consistent with the requirements of the Santa Clara County Prehospital Care Manual and/or related rules and regulations.

3.1.2 Falsification of information or data supplied by the Provider.

3.1.3 Acceptance or payment by the Provider or Provider’s employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Provider or Provider’s employees could be reasonably construed as a violation of federal, state or local law.

3.1.4 Failure to meet the provisions identified in this Agreement.

3.1.5 Repeated failure of Provider to provide the EMS Agency with reports and data generated in the course of operations including, but not limited to, dispatch data, patient report data, financial data, response time data and other data specified in EMS Agency Policies and Procedures.

3.1.6 Failure of Provider to meet the EMS System standard of care as established by the Medical Director of the EMS Agency, following reasonable notice and opportunity to cure such failure.

3.1.7 Any failure of performance, clinical or other, required by the Agreement and which is determined by the EMS Contract Administrator and confirmed by the EMS Agency Medical Director to endanger the public's health and safety.

3.2 Declaration of Material Breach and County's Remedies for Performance Failures. If conditions or circumstances constituting a breach as set forth above are determined to exist and remain uncured for a period of thirty (30) days after Provider's receipt of written notice of such breach, the County shall have all rights and remedies available at law or in equity under this Agreement, specifically including the right to terminate this Agreement. In the event the County determines that a material breach has occurred, the County shall provide reasonable notice of such breach to Provider. Provider shall have up to thirty (30) days to either cure the breach or provide evidence to the reasonable satisfaction of the County that a material breach does not exist. The foregoing notwithstanding, in the event the County determines that conduct or non-performance endangers public health and safety, the County may, in its discretion, decide not to allow the Provider to have a cure period.

3.3 Termination Without Cause. Either party may terminate this Agreement at any time without cause, by giving at least sixty (60) calendar days prior written notice thereof to the other party.

## ARTICLE IV

### SCOPE OF WORK

4.1 Level of Service. Provider, by this Agreement, is authorized to use duly-classified air ambulances to provide transport, and medical care during such transport.

4.2 Roles, Rights and Responsibilities of the EMS Agency. The EMS Agency shall:

4.2.1 Perform EMS Agency responsibilities in a spirit of cooperation and collaboration with the Provider;

4.2.2 Establish and promulgate medical control policies and EMS System procedures consistent with federal, state and local laws, regulations, rules, policies and standards;

4.2.3 In accordance with the Health and Safety Code Division 2.5, administer and coordinate the Santa Clara County EMS System;

4.2.4 Engage in efforts at local, state, and federal levels related to the procurement of necessary funding for the purpose of maintaining the EMS System;

4.2.5 Collaborate with the Provider on an ongoing basis to promote the enhancement of the EMS System;

4.2.6 Provide access to standardized EMS System policies and/or protocols as contained in the Santa Clara County Prehospital Care Policy Manual;

4.2.7 In accordance with Title 22 of the California Code of Regulations and as approved by the EMS Agency, implement an EMS Quality Improvement Plan (EQIP) as a means of evaluating clinical emergency medical services provided;

4.2.8 Manage the hospital radio system or equivalent and provide access to the County Emergency Medical Services Communication System; provided, however, that Provider shall be responsible for the cost for equipment used by Provider, including the cost of programming, maintenance, and replacement;

4.2.9 Assess compliance with the terms and conditions of this Agreement by means of inspections, investigations, and/or site visits of Provider's program, any of which may be conducted at any time without prior notice;

4.2.10 Assess the Provider's EMS program by observing, on a first-hand basis, through field observations, site visits, and/or attendance at the Provider offered training, exercises, orientation, or other programs;

4.2.11 In consultation with various EMS System Stakeholder committees and Provider, coordinate a comprehensive EMS data collection system, which includes required data elements, data analysis, report generation, and other details related to ensuring the quality of the EMS System;

4.2.12 The EMS Agency in collaboration with the Provider, may participate in research endeavors and other programs, including but not limited to pilot studies;

4.2.13 In accordance with Health and Safety Code Section 1797.153, coordinate and authorize medical health mutual aid through the authority of the Medical Health Operational Area Coordinator (MHOAC);

4.2.14 The EMS Agency/EMS Agency Medical Director shall establish and provide medical control by means of the following:

- a. Develop and approve medical protocols in accordance with Title 22 of the California Code of Regulations and other policies pertaining to Base Hospitals, paramedic and EMT personnel, EMS service providers, and the EMS Agency.

- b. Whenever possible, adopt significant system-wide changes annually to ensure there is sufficient time for advance planning and the training of all personnel. This may include clinical protocols and orders, master plans, etc.
- c. Consult with the Provider's Medical Advisor through the EMS Agency's Medical Advisory Committee to develop written medical policies and procedures related to prehospital care personnel operating within the Santa Clara County Emergency Medical Services System

#### 4.2.15 EMS Agency Medical Director

- a. In the event of conflict between the EMS Agency Medical Director's direction and the provider, the EMS Agency Medical Director's direction shall control.
- b. Matters within the authority of the EMS Agency Medical Director include but are not limited to:
  - (1) emergency medical dispatch protocols such as pre-arrival instructions;
  - (2) medical protocols for first responders and transport teams;
  - (3) protocols governing the use of helicopters for scene responses;
  - (4) patient destination policies;
  - (5) equipment and supply inventories;
  - (6) monitoring compliance with and the enforcement of the standards of care; and
  - (7) advising other medical directors regarding system policies, protocols, etc.

4.3 Roles and Responsibilities of Provider. Responsibilities of the Provider under this Agreement shall include the following:

4.3.1 Provider shall perform its responsibilities in a spirit of cooperation and collaboration with the EMS Agency and the ambulance provider within the County's exclusive operating area.

4.3.2 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.

4.3.3 Provider shall be available 24 hours per day, 7 days per week, to provide air ambulance transportation and prehospital emergency medical care (excluding periods of maintenance and related service interruptions).

4.3.4 Compliance:

- a. Provider shall comply with all applicable federal, state and local laws, rules, regulations, policies or procedures that are in effect at the inception of this Agreement and that become effective during the term of this Agreement, including but not limited to County, EMS Agency ("Agency") policies, procedures and protocols, such as the Santa Clara County Prehospital Care Policy Manual.
- b. Provider shall comply with all training requirements established by federal, state, and local laws, rules, regulations, policies and procedures.

4.3.5 Provider agrees not to use any aircraft to transport patients in Santa Clara County until that air ambulance had been properly permitted by the Santa Clara County EMS Agency.

4.3.6 Except for the provision of interfacility air ambulance transfers, Provider may only respond to requests for medical response and transport within Santa Clara County from the Santa Clara County Communications Department ("County Communications"). Lift off times (rotors turning) shall be within 10 minutes of a request for response from County Communications. Provider will be considered "available" unless advance notification is provided to County Communications; if advance notification is not possible, Provider shall provide notification of unavailability to County as soon as possible under the circumstances.

4.3.7 Provider shall maintain a current and valid air ambulance service permit issued by the County for air ambulances that are assigned for use in Santa Clara County.

4.3.8 Communications System

- a. Provider shall ensure its ability to communicate with County Communications on designated frequencies. Provider shall also ensure the ability to communicate on the California On-Scene Emergency Coordination (CALCORD) System in order to facilitate landing/take-off instructions. County Communications will provide Provider with a ground contact and frequency for each assigned response.
- b. Provider shall utilize communications equipment that integrates with the communications equipment utilized by County Communications.

- c. Provider's air ambulances shall have the capability of communicating with all ground ambulances and first responders in Santa Clara County.
- d. All costs related to Provider's communications equipment, including, but not limited to, purchase, installation, programming and maintenance, shall be the responsibility of Provider.
- e. Provider shall provide for two-way communication between the Base Hospital and Provider, utilizing the assigned County radio frequencies.

4.3.9 Following a request from County Communications for medical response and transport, Provider's air ambulance dispatch personnel shall advise County Communications of its estimated time of arrival and advise County Communications if prompt response cannot be made, or if response cannot be made due to flight hazard.

4.3.10 When responding to a Santa Clara County EMS event, the Provider's air ambulance crew or Provider's centralized dispatch will provide a verbal radio status on the "County EMS" radio frequency when the air ambulance:

- a. Is en route to the scene (air crew will provide estimated time of arrival to the scene);
- b. Arrives (lands the aircraft) at the scene;
- c. Is en route to the receiving hospital (air crew will provide destination and number of patients being transported); and
- d. Arrives at the receiving hospital.

4.3.11 All pending hospital arrival and patient status notifications shall be made through the Provider's communications center and not on Santa Clara County EMS System radio frequencies.

4.3.12 Provider's air ambulance crew shall comply with the transport destination assigned by the Incident Commander or designee. If the incident commander or designee is unavailable, the air ambulance crew shall follow the EMS Agency's destination policies. During periods of expanded dispatch, the Provider's air ambulances shall comply with destinations assigned by County Communications or the EMS Duty Chief.

- a. Provider certifies that (i) employees who provide services hereunder have not been convicted of a criminal offense related to health care and that they are not listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs; (ii) Provider has performed an appropriate screen of these



employees prior to making this certification; and (iii) it will screen all new employees who provide services under this Agreement.

- b. Provider agrees that if any of its employees providing services under this Agreement are convicted of a crime related to health care or debarred, such employees shall be removed from any responsibility or involvement in the provision of services under this Agreement once the criminal conviction or debarment is final. Provider shall notify EMS Agency of the pendency of such charges or proposed debarment or exclusion against it or against Provider's employees. Provider will indemnify, defend and hold harmless EMS Agency for any loss or damage resulting from Provider's or Provider's employees' criminal conviction, debarment or exclusion.

4.3.13 Provider certifies that Provider has not been convicted of a criminal offense related to health care, nor is Provider listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs.

4.3.14 Provider shall be responsible for maintaining personnel records of its employees providing services hereunder, including, but not limited to, licensure, accreditation, employment status, continuing education records, and performance in accordance with continuous quality improvement standards. These records shall be available to the County upon request, subject to all applicable laws.

4.3.15 Provider shall cooperate fully with County in any disciplinary proceedings related to licensure against any employee. Such cooperation shall include, but not be limited to, provision of relevant patient records and incident reports, as permitted by law.

4.3.16 Provider shall cooperate fully with the County in notifying personnel of mandatory education programs, and Provider shall provide an adequate number of courses to ensure training of all Provider's personnel. An example of such a program is the EMS Agency's annual EMS Update class.

4.3.17 Provider shall maintain California Prehospital Continuing Education Provider status throughout the term of the Agreement.

4.3.18 Provider shall ensure all personnel have completed the following courses: (1) Incident Command System (ICS) 100, (2) National Incident Management System "NIMS" IS 700, (3) Standardized Emergency Management System (SEMS), (4) AWR 160, (5) hazardous materials First Responder Operational (FRO), (6) NIMS" Communications and Information Management "IS-704, and (7) Radiological Emergency Management "IS-3". Provider shall ensure that its personnel review ICS principles annually.

4.3.19 Providers employees shall maintain neat, clean, and professional appearance of all personnel, equipment, and facilities at all times.

4.3.20 Provider shall immediately notify County upon discovery by the Provider of all incidents in which Provider's personnel providing services under this agreement fail to materially comply with federal, state, and/or local laws, regulations, policies or protocols governing the practices of prehospital care. Provider shall cooperate fully with County during the course of an investigation, including coordinating any interviews with Provider's employees.

4.3.21 Provider shall maintain and send electronically, in a format acceptable to County, any Prehospital Care Reports and/or key Performance Indicators developed through the EQIP process, including all required data elements;

4.3.22 Provider shall implement and maintain a detailed quality improvement program that has been approved by County.

- a. Provider shall establish an ongoing EMS continuous quality improvement ("EMS-CQI") program, including a EMS-CQI committee.
- b. As part of the EMS-CQI program, Provider shall have a designated physician approved by the EMS Medical Director to manage quality improvement matters. This position is not authorized to provide medical direction, but is to assist in clinical assurance and EMS-CQI activities. If a non-physician is designated for the purposes of this subsection, a physician shall be retained to authorized narcotic procurement and control as required by law.
- c. The EMS-CQI Program shall emphasize and include peer review.

4.3.23 Provider shall actively participate in the quality improvement ("QI") program developed by the EMS Agency and attend EMS Agency EMS-CQI meetings as requested.

4.3.24 Key Personnel.

- a. Operations Management. Provider shall appoint an Operations Manager to direct, coordinate and monitor all of Provider's functions on a daily basis, including field operations, quality improvement, training, risk management, and overall system performance to ensure high standards of service, and compliance with this Agreement. The Operations Manager shall attend no less than 50% of all of the County's Provider Committee meetings.
- b. Continuous Quality Improvement. Provider shall appoint an employee to be responsible for development, implementation and maintenance of the Provider's CQI program; function as the CQI liaison to the EMS Agency; implement a CQI program that meets the requirements of the EMS Agency; and participate in no less than 50% of County's audit committees that have identified Provider as a member.

- c. Training and Educational. Provider shall appoint an employee to arrange initial in-house orientation and training as well as ongoing in-service continuing education. At a minimum, this employee shall participate in no less than 50% of County's Prehospital Providers Committee meetings, participate in no less than 50% of County's Command and Control Briefings, and attend the EMS Agency's annual EMS Update Train-the-Trainer Program.
- d. Maintenance Functions. Provider shall appoint an employee to oversee maintenance of Provider's air ambulances according to applicable federal, state and local statutes, rules, regulations, policies and procedures.
- e. Provider shall appoint an EMS Program Manager to act as the liaison for the Provider to the EMS Agency.
  - (1) The EMS Program Manager or his/her designated representative shall attend at least 50% of all required meetings.
  - (2) The EMS Program Manager or his/her designated representative shall attend 100% of all scheduled EMS Air Utilization Review Committee meetings.

4.3.25 Provider shall submit to County the names of the key personnel identified in section 4.3.24 within 30 days of the execution of this Agreement, and the name of any replacements within 30 days of the change in the position. A complete personnel roster shall be submitted to the Agency on an annual basis in May.

4.3.26 Provider shall coordinate with the EMS Agency to participate in annual landing zone safety training classes with Santa Clara County fire departments and ambulance providers.

4.3.27 Provider shall provide public information and education to the residents and visitors of the County at times and in the form determined by Provider. Provider will advise County at least annually about the public information and education activities performed. Public education programs shall include, but not be limited to, public displays and participation in exercises.

4.3.28 Provider shall institute and maintain a preventative maintenance program including, but not limited to, a maintenance plan and maintenance record keeping for all equipment.

4.3.29 Provider shall maintain sufficient backup supplies needed to fully equip each of the Provider's air ambulances permitted in the County for at least 15 days, during a medical disaster.

4.3.30 Provider shall comply with all EMS Agency Policies and Procedures.

4.3.31 Provider shall have EMResource (or such other replacement system approved by the County) online and available to dispatch center personnel at all times. Provider shall ensure that dispatch personnel update current air ambulance status of each air ambulance used within the Santa Clara EMS System on EMResource within 2 minutes of a status change.

4.3.32 Provider agrees to have its personnel and air ambulances participate in County sponsored exercises at least twice per year as coordinated by the EMS Agency.

4.3.33 Provider shall follow the medical incident response plan specified by County, which includes the Standardized Emergency Management System (SEMS).

- a. In large multiple victim incidents, Provider shall endeavor to call back off-duty personnel and place additional air ambulances in service to supply sufficient resources to meet the needs of the incident.
- b. Provider shall have a written disaster plan. The plan shall be exercised at least annually with system stakeholders.

4.3.34 In the event that Provider is found to be in violation of any of the terms and conditions of this Agreement, Provider shall, upon notice by the County of the violation(s), make necessary corrections within the required time frame, which required time frame shall be no shorter than fifteen (15) days, to the full satisfaction of County, except in the case of life safety issues, which shall be corrected in a timeline set by the County. Such violations may include, but are not limited to, (1) deficiencies in an ambulance personnel's qualifications, certifications, accreditation, or training, (2) deficiencies in Provider's vehicles, equipment, supplies or continuous quality improvement program, and (3) actions which are not in the best interest of efficient and effective patient care.

4.3.35 Subject to any applicable privacy laws relating to employees or patients, Provider shall make its records concerning all matters covered by this Agreement available to County or its designee for inspection and copying.

4.3.36 Provider shall notify the EMS Agency of significant problems or changes, in a timely manner, including but not limited to the following: changes in number of available air ambulance(s), complaints, changes in status of licensed/accredited personnel related to the provision of emergency medical services in Santa Clara County (such as but not limited to termination and changes in classification), changes in station location(s), radio frequency interference which causes operational problems, or any personnel action taken as a result of direct violation of County policies and procedures or any statutes or regulations related to the provision of emergency medical services in Santa Clara County.

4.3.37 Provider shall notify County immediately in the event of any accident or injury arising out of or connection with this Agreement when related to emergency and/or scene response in the County.

4.3.38 Provider shall provide the County with its service rates annually and any time the rates are amended.

4.3.39 Provider may charge user fees sufficient to replace expendable supplies utilized for a patient.

4.3.40 Provider's collection practices shall comport with standard billing practices for the industry and shall not be unnecessarily burdensome or oppressive. Statements shall itemize services rendered and specific charges for the services and supplies provided in accordance with industry standards so that all charges are clearly explained. Provider's accounts receivable management system must be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries. Provider shall have sufficient staff available to answer questions regarding patient bills.

4.3.41 Provider shall develop and implement a Health and Wellness Program for all employees. The program shall provide for preventative health, injury reduction and prevention, and mental and physical wellness.

4.3.42 Provider may, in collaboration with the EMS Agency, participate in research endeavors and other programs, including but not limited to pilot studies.

4.3.43 Provider shall deliver on-scene care supportively and cooperatively with EMS System participants.

4.3.44 Provider shall coordinate with the County regarding routine public information of the services provided under this Agreement.

4.3.45 Provider shall allow EMS Agency personnel to ride as a "third person" on any of Provider's air ambulances when appropriate and feasible and so as not to interfere with response performance;

4.3.46 Provider shall comply with all applicable state and federal laws and regulations, including but not limited to, confidentiality and disclosure, narcotic control, and mandatory healthcare reporting.

## ARTICLE V

### INDEMNIFICATION AND INSURANCE

5.1 Indemnification. The County and Provider agree to fully indemnify the other party's officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, the other party's officers, board members,

employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement.

5.2 Insurance. Provider shall comply with the insurance requirements attached as Exhibit A.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Entire Agreement. This document represents the entire agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement,

6.2 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and its performance enforced under California law. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San Jose, California.

6.3 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

6.4 Independent Contractor Status. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between any party to this Agreement. The Provider understands and agrees that all Provider employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Provider and not of County.

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6.5 Notices. Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

Notices to County shall be addressed as follows:

County of Santa Clara  
EMS Agency Air Ambulance Contract Manager  
Emergency Medical Services Agency  
976 Lenzen Avenue, Suite 1200  
San Jose, California 95126

Notices to Provider shall be addressed as follows:

Stanford Hospital and Clinics  
Life Flight Program Manager  
300 Pasteur Drive, HG021A  
Stanford, CA 94305-5246

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Either Party may designate a different person and/or address for the receipt of notices by sending written notice to the other Party.

6.6 Assignment, Delegation, and Subcontracting. Provider may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement without the prior written consent of County, which County may withhold in its sole and absolute discretion. No assignment, delegation or subcontracting will release Provider from any of its obligations or alter any of its obligations to be performed under the Agreement.

#### 6.7 Dispute Resolution

6.7.1 The Provider shall name specific individuals within the Provider's agency, upon execution of this Agreement, who are authorized to assist the EMS Agency with dispute resolution under this Agreement.

6.7.2 The Provider shall respond to written requests of the EMS Agency for information regarding any perceived dispute within two (2) business days, unless otherwise mutually agreed, following receipt of such request.

6.7.3 The Provider is encouraged to resolve normal day-to-day operational concerns directly with involved parties (other EMS providers, hospitals, etc.). If a dispute is not resolved at this level, the Provider may refer it to the EMS Agency Contract Manager for further review and action.

6.7.4 Disputes perceived by the Provider to have a system-wide impact should be referred directly to the EMS Agency Medical Director.

6.8 Amendments. This Agreement may only be amended by a written instrument signed by the Parties.

6.9 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

6.10 County No-Smoking Policy. Provider and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

6.11 Nondiscrimination. The County of Santa Clara is an equal opportunity employer. Provider must comply with all applicable federal, state, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Labor Code sections 1101 and 1102. Provider must not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliation, or marital status in the recruitment, selection for training (including apprenticeship), hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Provider discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

6.12 Conflict of Interest. Contactor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

6.13 Confidentiality. It is understood that all personally-identifying patient information collected and maintained for the purposes of this Agreement is confidential. Such information must not be disclosed to any person or entity except as permitted or required by law.

6.14 California Public Records Act. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Provider's proprietary information is contained in documents submitted to County, and Provider claims that such information falls within one or more CPRA exemptions, Provider must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will use its best efforts to provide notice to Provider prior to such disclosure. If Provider contends that



any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Provider fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

6.15 Third Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any person, other than the parties.

6.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.17 Authority. Each Party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

[Signature Page Follows]

Signed:

County of Santa Clara:

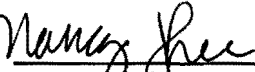
Stanford Hospital and Clinics



APR 09 2013

KEN YEAGER, President  
Board of Supervisors

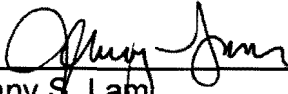
Date



Nancy J. Lee  
Chief Nursing Officer  
and Vice President Patient  
Care Services

<sup>20</sup>  
3/28/13  
Date

Approved as to Form and Legality:



Jenny S. Lam  
Deputy County Counsel

3/25/13  
Date

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

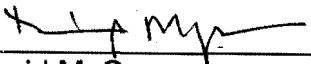
Attest:



APR 09 2013

LYNN REGADANZ  
Clerk of the Board of Supervisors

Date



3/28/13

David McGrew  
SCVHHS Chief Financial Officer

Date

Exhibits to this Agreement:

Exhibit A: Insurance

## Exhibit A

### INSURANCE REQUIREMENTS

Without limiting the Provider's indemnification of the County, Provider shall provide and maintain at its own expense, or cause to be provided and maintained, during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provisions:

#### A. Evidence of Coverage

Prior to commencement of this Agreement, the Provider shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Provider upon request. This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Provider shall not proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither increase nor decrease the liability of the Provider.

#### B. Qualifying Insurers

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

#### C. Notice of Cancellation

Provider shall endeavor to provide the County of Santa Clara or their designated agent with at least 30 days prior written notice of any cancellation or material change in coverage that affects this Agreement.

#### D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence      \$1,000,000
  - b. General aggregate    \$2,000,000
  - c. Personal Injury      \$1,000,000
  - d. Products/Completed Operations aggregate      \$2,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest
- d. Products/Completed Operations

3. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

- a. Aircraft liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured’s.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Provider shall be notified by the contracting department of these requirements.

4. Worker’s Compensation and Employer’s Liability Insurance

- a. Statutory California Worker’s Compensations coverage including broad form all-states coverage.
- b. Employer’s Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

5. Medical Malpractice Liability Insurance

- a. Coverage shall be in an amount of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate.

- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

6. Claims Made Coverage

If coverage is written on a claim made basis, the certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultants start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Provider and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Provider pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Provider. However, this shall not in any way limit liabilities assumed by the Provider under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Provider's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under this Agreement be subcontracted, the Provider shall require each of its subcontractors of any tier to carry the aforementioned coverage's, or Provider may insure subcontractors under its own policies.

**FIRST AMENDMENT TO THE EMERGENCY MEDICAL SERVICES AND AIR AMBULANCE SERVICE  
PROVIDER AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA  
AND  
STANFORD HEALTH CARE  
(formerly known as Stanford Hospital and Clinics)**

The Emergency Medical Services and Air Ambulance Service Agreement ("Agreement") entered into effective April 1, 2013 by the County of Santa Clara ("County") and Stanford Health Care ("Provider") (collectively, the "Parties"), with respect to the provision of emergency medical air ambulance services in support of prehospital incidents and the non-emergency needs of medical facilities, physicians, licensed healthcare providers and insurance providers in Santa Clara County is hereby amended as set forth below, effective April 1, 2018 in this First Amendment ("First Amendment").

**Background**

The purpose of this First Amendment is to extend the term, update sections and incorporate an exhibit.

The Agreement is amended as follows:

1. **Article II, TERM, Section 2.1 Term of Agreement is hereby revised to add:**

The Term of this Agreement shall be extended for an additional year, through March 31, 2019, unless otherwise terminated under this Agreement.

2. **Article IV, SCOPE OF WORK, Sections 4.3.18** has been deleted in its entirety and replaced with the following:

**4.3.18** Provider shall ensure all personnel have completed the following courses, and has successfully passed the local System Orientation Examination:

- (1) Introduction to Incident Command System ("ICS") (IS-100b)
- (2) National Incident Management System ("NIMS") (IS-700a)
- (3) Standardized Emergency Management System ("SEMS")
- (4) AWR 160
- (5) NIMS Communications and Information Management (IS-704), when available.

In addition to the completion of the required courses, Provider shall ensure all paramedic personnel have completed hazardous materials training, and will submit proof of completion of training upon the request of the County.

3. **Article VI, MISCELLANEOUS PROVISIONS, Section 6.5 Notices** is deleted in its entirety and replaced with the following:

**6.5 Notices.** Any notice required to be given by either party, or which either party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as set forth below or to such other place the parties shall designate pursuant to this paragraph. Notice shall be deemed effective on the date personally



INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this First Amendment in duplicate originals as set forth below:

**COUNTY:**  
*Jackie Lowther* 5/17/2018  
3B1CA811C85147E  
\_\_\_\_\_  
**Jackie Lowther, RN** **Date**  
EMS Director  
Santa Clara County EMS Agency

**PROVIDER**  
*Gretchen Brown* 5/10/2018  
A49D00503C00497  
\_\_\_\_\_  
**Gretchen Brown** **Date**  
Executive Director  
Stanford Health Care

**Approved By:**

DocuSigned by:  
*Rene Santiago* 5/21/2018  
A968A3B7E218400  
\_\_\_\_\_  
**Rene G. Santiago** **Date**  
Deputy County Executive  
Santa Clara Valley Health & Hospital System

**Approved By:**

DocuSigned by:  
*John Cookinham* 5/17/2018  
C98CC078205C43A  
\_\_\_\_\_  
**John Cookinham** **Date**  
Chief Financial Officer  
Santa Clara Valley Health & Hospital System

**Approved as to form and legality:**

DocuSigned by:  
*Jenny Lam* 5/16/2018  
514DEC82B114494  
\_\_\_\_\_  
**Jenny S. Lam** **Date**  
Deputy County Counsel



**Exhibit B**  
**Additional Standard Provisions**

**6.18 Contract Execution.** Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

*Dedicated to the Health  
of the Whole Community*



*Contract Solutions Department  
2325 Enborg Lane, Suite 320  
San Jose, California 95128*

**MEMORANDUM**

March 28, 2019

Dale Beatty, DNP, RN  
Chief Nursing Officer and Vice President, Patient Care Services  
Stanford Health Care  
300 Pasteur Drive, HG021A MC5246  
Stanford, CA 94305

**Re: Emergency Medical Services and Air Ambulance Service Agreement**

Dear Mr. Beatty:

As you know, the County of Santa Clara (the "County") and Stanford Health Care ("Stanford") entered into an Emergency Medical Services and Air Ambulance Service Agreement ("Agreement") dated as of April 1, 2013, having an initial term starting April 1, 2013 and ending March 31, 2018. The Agreement also contains two (2) additional three (3) year option periods. This letter is sent to confirm the parties' understanding and agreement to extend the Agreement through the first option period, which commenced on April 1, 2018 and will expire on March 31, 2021.

Please confirm the foregoing by signing below and forwarding a copy of the same to the undersigned via PDF to [veronica.vargassoliz@hhs.sccgov.org](mailto:veronica.vargassoliz@hhs.sccgov.org). Thank you.

Sincerely,

A handwritten signature in black ink that reads "V.V. 8/2".

Veronica Vargas Soliz  
Contracts Manager

Agreed to and accepted by:

Stanford

Dale Beatty  
Dale Beatty (Apr 10, 2019)

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