

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1 conformity with the medical policies, procedures and standards issued and amended by the EMS
2 Agency (hereinafter collectively referred to as the "COUNTY EMS Policies and Procedures," and
3 individually referred to as an Emergency Medical Services (EMS) "EMS Policy #").

4 **2. DUTIES OF COUNTY**

5 A. Subject to Subsection 3.B., below, COUNTY shall operate a central dispatching
6 facility and shall, on a non-exclusive basis, immediately refer all calls for emergency air ambulance in
7 accordance with COUNTY EMS Policies and Procedures.

8 1) COUNTY will assist CONTRACTOR in developing, implementing, and
9 maintaining an internal field supervision system to provide evaluation of CONTRACTOR's personnel
10 providing service under this Agreement according to the standards established by COUNTY EMS
11 Agency Policies and Procedures.

12 2) COUNTY will do periodic and annual inspections of CONTRACTOR's
13 emergency air ambulance services personnel certifications, records, aircraft, equipment, and facilities
14 required by law and this Agreement. However, COUNTY shall not be liable or responsible for the
15 upkeep, maintenance, organization, suitability, or lack thereof, of such personnel certifications,
16 records, aircraft, equipment, and facilities.

17 B. Notwithstanding the above, COUNTY is not restricted by reason of this
18 Agreement from entering into an agreement for services that are the same as or similar to these
19 provided by CONTRACTOR pursuant to this Agreement with an entity other than CONTRACTOR
20 for the provision of emergency medical services within the same geographic area. The parties
21 acknowledge that COUNTY may award the same or a similar agreement to other entities for the
22 provision of air ambulance services in Tulare County. COUNTY shall notify CONTRACTOR of any
23 other proposal to enter into such an agreement with any other entity prior to award of such agreement.

24 **3. QUALIFICATION OF CONTRACTOR**

25 CONTRACTOR shall at all times meet the requirements set forth by Federal, State and
26 local laws and regulations, including to, but not limited to regulations or guidelines issued by the
27 Federal Aviation Administration, the Association of Air Medical Services (AAMS), the State
28 Department of Health, the California Health and Safety Code, the California Code of Regulations, the

1 County Department of Public Health with respect to medical standards, and any other applicable
2 statute or regulation with respect to the services, equipment, and materials, EMS aircraft operations
3 and maintenance, and qualifications of flight crew, which are the subject matter of this Agreement. In
4 the event of conflicting statutes or regulations, the statute or regulation setting forth the most stringent
5 requirements shall be adhered to by CONTRACTOR. In the event of a conflict between the terms of
6 this Agreement and any resolution or regulation of the COUNTY, the terms of this Agreement shall
7 prevail.

8 **4. AREA SERVED**

9 CONTRACTOR shall provide emergency air ambulance services, on a non-exclusive
10 basis, upon dispatch by COUNTY and upon direct call to CONTRACTOR to any location or incident
11 within Tulare County in accordance with EMS Agency Policies and Procedures. In addition, upon
12 request of the COUNTY's EMS Communications Center, or other appropriate dispatching/requesting
13 agency (as defined by COUNTY EMS Policies and Procedures), CONTRACTOR shall, to the extent
14 consistent with its primary responsibility to provide emergency air ambulance services on a non-
15 exclusive basis, render all reasonable prehospital "mutual aid" to those providers of emergency
16 medical services operating within the adjacent areas in order to ensure that timely emergency medical
17 services are rendered to persons in need of such services within those areas.

18 CONTRACTOR acknowledges and agrees that the COUNTY created this agreement solely for
19 the purpose of the EMS Agency's administration of the EMS system in Tulare County and that the
20 EMS Agency's creation of this agreement does not in any manner create or confer upon
21 CONTRACTOR any permanent right, privilege, or entitlement whatsoever for the continued operation
22 by the CONTRACTOR.

23 **5. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS**

24 A. CONTRACTOR shall provide appropriate aircraft (air ambulance), pilot, flight
25 crew, including appropriately licensed medical attendants, and medical equipment and personnel, as
26 set forth in this Agreement, in order to furnish "Advanced Life Support" (ALS) and "Basic Life
27 Support" (BLS) services to persons within the area defined above on a non-exclusive, on-call basis,
28 twenty-four (24) hours per day, seven (7) days per week.

1 Should CONTRACTOR be unable to operate or provide emergency air
2 ambulance services due to weather conditions, mechanical problems, or required maintenance,
3 CONTRACTOR shall immediately notify the COUNTY's EMS Communications Center. If possible,
4 CONTRACTOR shall provide the COUNTY's EMS Communications Center with advanced notice of
5 the unavailability of air ambulance services if said services will be unavailable for periods of time in
6 excess of eight (8) consecutive hours. CONTRACTOR shall provide COUNTY with monthly and
7 annual reports detailing service unavailability due to reasons other than commitment to other calls for
8 service.

9 "Advanced Life Support" services shall mean special services designed to
10 provide definitive emergency medical care, including, but not limited to, cardiopulmonary
11 resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous
12 therapy, administration of specified drugs and other medical preparations, and other specified
13 techniques and procedures administered by authorized personnel under direct supervision of a base
14 station hospital or according to approved written protocols.

15 "Basic Life Support" services shall mean emergency first aid and
16 cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and
17 cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life
18 without invasive techniques until the patient may be transported or until advanced life support is
19 available.

20 B. CONTRACTOR shall adhere to the following standards of performance:

21 1) For air ambulance service calls, which qualify for such service in the
22 COUNTY EMS Policies and Procedures, CONTRACTOR shall immediately dispatch air ambulances
23 to incidents with exception of weather conditions deemed by the pilot to be inappropriate for flying.

24 2) CONTRACTOR shall at all times maintain as a minimum, two (2)
25 persons who have appropriate medical training and licensure. At a minimum, the flight crew shall
26 consist of two (2) Emergency Medical Technician Paramedics ("EMT-P"), as those terms are defined
27 in the California Health and Safety Code and the California Code of Regulations, on the primary unit
28 responding to emergency medical services calls. On the primary air ambulance responding to an

1 emergency medical services call, CONTRACTOR may replace paramedic personnel with personnel
2 certified and licensed as an Registered Nurse/Flight Nurse or physician/flight physician, as those terms
3 are defined in Federal and State law and regulation, Association of Air Medical Services (AAMS),
4 COUNTY EMS Policies and Procedures, and COUNTY ordinance code and regulations. Should
5 CONTRACTOR be unable to operate or provide emergency air ambulance services for any of the
6 reasons authorized by Paragraph 6.A. of this Agreement, a backup or secondary responding air
7 ambulance shall be provided, when available. Such backup or secondary responding air ambulance
8 shall be staffed with a minimum of one (1) EMT-P in a manner consistent with State and local
9 standards for an "Advanced Life Support Rescue Aircraft."

10 3) CONTRACTOR shall make (and shall maintain for 180 days) a tape
11 recorded copy of all requests for medical aid through the designated public service answering point.

12 4) CONTRACTOR shall, consistent with COUNTY EMS Policies and
13 Procedures, develop, collect, maintain and transmit to COUNTY data regarding its delivery of services
14 hereunder.

15 5) CONTRACTOR shall notify the COUNTY's EMS Communications
16 Center immediately upon receipt of calls for medical aid and/or transportation.

17 6) CONTRACTOR shall make and maintain radio contact with the
18 COUNTY EMS Med-Net System for the purpose of tracking and data collection.

19 7) CONTRACTOR agrees to provide an internal quality improvement
20 program, which adheres to the COUNTY EMS policies and procedures.

21 8) CONTRACTOR shall supply a Physician Medical Director who shall be
22 responsible for medical control and quality assurance of its helicopter program and who shall report
23 directly to the COUNTY's Emergency Medical Services Medical Director.

24 9) CONTRACTOR shall develop and implement written operational
25 policies and procedures which are subject to the review and approval of the EMS Agency and
26 consistent with the standards recommended by AAMS and Federal Aviation Administration.

27 10) CONTRACTOR shall provide safety training to all crew members as
28 recommended by AAMS. The safety training curriculum shall be subject to the review and approval

1 of the EMS Agency.

2 11) CONTRACTOR shall provide training in aeromedical transportation to
3 all crew members. Such training shall meet the requirements of Title 22 of the California Code of
4 Regulations, and the recommendations of AAMS.

5 12) CONTRACTOR shall provide all pilots with an orientation on the
6 COUNTY EMS System. This program shall be subject to the review and approval of the EMS
7 Agency.

8 13) CONTRACTOR shall provide an orientation in aircraft safety and
9 operation to requesting Tulare County prehospital first responders and/or ambulance agencies, and to
10 EMS training programs conducted by the EMS Agency.

11 **6. EQUIPMENT AND PERSONNEL**

12 CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any and all
13 items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified
14 personnel as may be necessary to fulfill its obligations under this Agreement. As between the
15 COUNTY and CONTRACTOR, title to all such equipment, apparatus and supplies furnished by
16 CONTRACTOR, shall remain at all times in CONTRACTOR, and personnel assigned to the
17 performance of this Agreement are and shall remain employees or contractors of the CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR**

19 In performance of the work, duties and obligations assumed by CONTRACTOR
20 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
21 the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
22 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
23 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
24 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
25 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify
26 that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

27 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
28 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the

1 subject thereof.

2 Because of its status as an independent contractor, CONTRACTOR shall have
3 absolutely no right to employment rights and benefits available to COUNTY employees.
4 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
5 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
6 save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
7 including compliance with Social Security withholding and all other regulations governing such
8 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
9 providing services to others unrelated to the COUNTY or to this Agreement.

10 **8. CONSIDERATION**

11 The parties recognize that CONTRACTOR charges a fee for its services to recipients of
12 such services, and that COUNTY and EMS Agency are not responsible for setting CONTRACTOR's
13 rates for such fees, but may request that a consistent method exist for the purpose of the determination
14 of ambulance billing rates. Notwithstanding anything stated to the contrary in the foregoing sentence,
15 CONTRACTOR's fees for such services shall not exceed the reasonable and customary rates for such
16 services. CONTRACTOR's billing and collection practices, shall be in compliance with all Federal,
17 State, and local laws, and regulations.

18 The parties further agree that the compensation received by CONTRACTOR for fee for
19 service billing shall constitute full payment for the services, equipment and materials rendered by
20 CONTRACTOR pursuant to this Agreement and that COUNTY shall have no obligation in
21 connection therewith. In addition, the parties agree that the compensation stated above is inclusive of
22 and fulfills any and all obligations COUNTY may have presently or at anytime during the term of this
23 Agreement to compensate, reimburse or otherwise pay CONTRACTOR for emergency medical
24 services provided by CONTRACTOR to medically indigent patients.

25 **9. MODIFICATION**

26 Any matters of this Agreement may be modified from time to time by the written consent
27 of all the parties without, in any way, affecting the remainder.

28 **10. NON-ASSIGNMENT**

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party; provided, however, that the parties agree that CONTRACTOR may subcontract its clinical crew obligations to K.W.P.H. Enterprises, a California corporation d/b/a American Ambulance.

11. AUDITING

Subject to any and all applicable laws, COUNTY's Auditor-Controller/Treasurer-Tax Collector shall have the right to review any and all books, accounts, financial and accounting records, bills and the like of CONTRACTOR relating to services provided under this Agreement. CONTRACTOR shall retain and make available for inspection by COUNTY's Auditor-Controller/Treasurer-Tax Collector for at least a three (3) year period from final payment under this Agreement, all of the documents and records described above.

12. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY OF TULARE
HEALTH AND HUMAN SERVICES
AGENCY- CONTRACTS
5957 S. Mooney Boulevard
Visalia, CA 93277
FAX No.: (559) 713-3718

CCEMSA- CENTRAL CALIFORNIA
EMS AGENCY
COUNTY OF FRESNO
Department of Public Health
P.O. Box 11867
Fresno, CA 93775
FAX No.: (559) 600-7691

CONTRACTOR

Air Methods Corporation
7301 S. Peoria Street
Englewood, CO 80112
Attn: Vice President, Pac West Region
FAX No.: (909) 915-2777

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class

1 United States mail is effective three COUNTY business days after deposit in the United States mail,
2 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
3 is effective one COUNTY business day after deposit with the overnight commercial courier service,
4 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A
5 notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if
6 such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to
7 be effective at the next beginning of a COUNTY business day), provided that the sender maintains a
8 machine record of the completed transmission. For all claims arising out of or related to this Agreement,
9 nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures
10 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the
11 Government Code, beginning with section 810).

13. INSURANCE

14 A. Without limiting the COUNTY's right to obtain indemnification from
15 CONTRACTOR or any third parties, subject to the CONTRACTOR's right to seek subrogation for
16 indemnification paid to COUNTY under this Agreement and to the extent such indemnification is paid
17 pursuant to this paragraph, CONTRACTOR, at its sole expense, shall maintain or cause to be
18 maintained in full force and effect the following insurance policies throughout the term of this
19 Agreement:

20 1) Combined aircraft liability, bodily injury and property damage liability
21 insurance aggregate in an amount of not less than Twenty Million Dollars (\$20,000,000) in coverage
22 for each occurrence; and

23 2) Commercial General Liability Insurance with limits of not less than
24 Twenty Million Dollars (\$20,000,000) per occurrence and an annual aggregate of Twenty Million
25 Dollars (\$20,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
26 specific coverage including completed operations, product liability, contractual liability, Explosion,
27 Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed
28 necessary because of the nature of the Agreement; and

1 3) Medical Malpractice Liability Insurance with limits of not less than One
2 Million Dollars (\$1,000,000.00) in coverage for any injury or death arising out of any one incident and
3 not less than Three Million Dollars (\$3,000,000.00) aggregate.

4 4) Comprehensive Automobile Liability Insurance with limits for bodily
5 injury and property damage of not less than One Million Dollars (\$1,000,000) per person, Two Million
6 Dollars (\$2,000,000) per accident. Coverage should include owned and non-owned vehicles used in
7 connection with this Agreement; and

8 5) Workers Compensation insurance for any and all of CONTRACTOR's
9 employees who will be assigned to the performance of this Agreement by CONTRACTOR in
10 accordance with the California Labor Code. Prior to the commencement or performing its obligations
11 under this Agreement (and prior to any renewal date of any policy), CONTRACTOR shall provide
12 certificates of insurance and amendatory endorsements effective coverage on the foregoing policies as
13 required by this paragraph 13. The COUNTY, its officers, agents, officials, employees, and volunteers,
14 the local EMS Agency, and the EMS Medical Director(s), individually and collectively, must be
15 named as additional insureds on the Aircraft liability policy, the Commercial General Liability Policy,
16 the Professional Liability policy and the Automobile Liability Policy, but only insofar as the
17 operations under this contract are concerned. In addition, policies shall apply as Primary insurance and
18 any other insurance, or self-insurance , maintained by the COUNTY, its officers, agents, employees,
19 local EMS Agency, and EMS Medical Director(s) shall be excess only and not contributing with
20 insurance provided under the CONTRACTOR'S policies herein; and that this insurance shall not
21 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
22 COUNTY. The Worker's Compensation policy shall be endorsed with a Waiver of Subrogation in
23 favor of the COUNTY, the local EMS Agency, and the EMS Medical Director(s) for all work
24 performed by the CONTRACTOR, its employees, agents, and subcontractors. All certificates and
25 endorsement must be submitted to the County of Tulare, Health and Human Services Agency,
26 Contracts Department, 5957 S. Mooney Boulevard, Visalia, California 93277, indicating that such
27 insurance coverages have been obtained and are in full force.

28 B. CONTRACTOR may self-insure such of those risks as are identified in

1 Subparagraph 13.A. of this Agreement with the Risk Management Advisors (RMA) Program or Self-
2 Insurance plans, provided however, that:

3 1) The COUNTY, its officers, agents, employees, local EMS Agency,
4 and EMS Medical Director(s), individually and collectively, shall be named as additional insured
5 (except the Workers Compensation Insurance Policy), on CONTRACTOR's RMA Program or Self-
6 Insurance plans, but only insofar as the operations under this Agreement are concerned;

7 2) Such RMA Program or Self-Insurance plans shall be reviewed and
8 approved by COUNTY's Risk Manager, which such approval shall be given prior to the
9 commencement of CONTRACTOR's obligations under this Agreement; and

10 3) All those provisions identified in Subparagraphs 13.B of this
11 Agreement concerning the relationship of CONTRACTOR's primary insurance and COUNTY's
12 excess insurance or self-insurance to each other, the requirement of CONTRACTOR delivering a
13 certificate of insurance to COUNTY, and the cancellation/change of insurance requirements shall
14 apply to such RMA Program or Self-Insurance plans as though such RMA Program or Self-Insurance
15 plans were such insurance policies.

16 4) All policies shall be with admitted insurers licensed to do business in
17 the State of California. Insurance purchased shall be from companies possessing a current A.M. Best,
18 Inc. rating of A FSC VII or better.

19 C. In the event CONTRACTOR fails to keep in effect at all times insurance
20 coverage or Risk Management Advisors (RMA) Program or Self-insurance plans as herein provided,
21 the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
22 upon the occurrence of such event.

23 The insurance requirements of this Section 13 shall apply to CONTRACTOR's
24 personnel during their performance of any activity which is the subject of this Agreement, or any
25 amendment hereto, including, but not limited to, their participation in clinical education programs and
26 prehospital experience while assigned to a separate paramedic ground ambulance provider.

27 **14. INDEMNITY AND HOLD HARMLESS**

28 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless

COUNTY, its elective and appointive boards, officers, agents, employees, local EMS Agency, and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including reasonable attorney fees and court costs, for injury to, and death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of CONTRACTOR, its officers, employees, agents or contractors in performing or failing to perform any services or functions provided for or referred to or in any way connected with any work, services, or functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors under this Agreement. The foregoing clause shall in no way obligate CONTRACTOR to provide such protection, indemnification, or defense to the extent of acts or omissions by the COUNTY, its officers, employees, agents, or contractors.

COUNTY agrees to protect, defend, indemnify and hold harmless CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including reasonable attorney fees and court costs, for injury to, and death of, any persons, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in performing or failing to perform any services or functions provided for or referred to or in any way connective with any work, services, or functions to be performed by COUNTY, its officers, employees, agents or contractors under this Agreement. The foregoing clause shall in no way obligate the COUNTY to provide such protection, indemnification or defense to the extent of acts or omissions by the CONTRACTOR, its officers, employees, agents or contractors.

15. TERM OF AGREEMENT

This Agreement shall become effective on the 1st day of April, 2019, and shall terminate on the 31st day of March, 2021.

16. TERMINATION OF AGREEMENT

Either party hereto may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party. Prior to giving such notice, the terminating party shall

1 notify the other party of its intention to terminate and shall allow the other party an opportunity to
2 appear before the COUNTY's Board of Supervisors or CONTRACTOR's President concerning such
3 notice of termination.

4 Either party hereto may terminate this Agreement at any time for cause for the other
5 party's material breach of its obligations affecting the public health and safety if not less than ten (10)
6 days advance, written notice has been given to the other party and such breach remains uncured. The
7 party receiving said notice may respond to said notice and any charges contained therein within the ten
8 (10) day period.

9 In the event of termination, each party shall be responsible for complying with all laws
10 applicable to them, if any, respecting reduction or termination of medical services.

11 **17. FORCE MAJEURE**

12 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to
13 carry out its obligations under this Agreement, that party shall give to the other party hereto prompt
14 written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligation of
15 the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during,
16 but no longer than, the continuance of the Force Majeure, except for a reasonable time thereafter
17 required to resume performance.

18 B. During any period in which either party hereto is excused from performance by
19 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently,
20 and in good faith take all reasonable action required in order for it to be able to promptly commence or
21 resume performance of its obligations under this Agreement. Without limiting the generality of the
22 foregoing, the party so excused from performance shall, during any such period of Force Majeure, take
23 all reasonable action necessary to terminate any temporary restraining order or preliminary or
24 permanent injunctions to enable it to so commence or resume performance of its obligations under this
25 Agreement.

26 C. The party whose performance is excused due to the occurrence of an event of
27 Force Majeure shall, during such period, keep the other party hereto notified of all such actions
28 required in order for it to be able to commence or resume performance of its obligations under this

1 Agreement.

2 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other
3 extraordinary causes not reasonably within the control of either of the parties hereto.

4 **18. GOVERNING LAW**

5 Venue for any action arising out of or relating to this Agreement shall only be in Tulare
6 County, California. The rights and obligations of the parties and all interpretation and performance of this
7 Agreement shall be governed in all respects by the laws of the State of California.

8 **19. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

9 This provision is only applicable if the CONTRACTOR is operating as a
10 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
11 CONTRACTOR changes its status to operate as a corporation.

12 Members of the CONTRACTOR's Board of Directors shall disclose any self-
13 dealing transactions that they are a party to while CONTRACTOR is providing goods or performing
14 services under this agreement. A self-dealing transaction shall mean a transaction to which the
15 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.
16 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
17 by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A
18 and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the
19 self-dealing transaction or immediately thereafter.

20 **20. SEVERABILITY**

21 The provisions of this Agreement are severable. The invalidity or unenforceability of
22 any one provision in the Agreement shall not affect the other provisions.

23 **21. ENTIRE AGREEMENT**

24 The parties agree that all of the terms of this Agreement shall be binding upon them, and
25 their successors-in-interest, assigns and legal representatives, and that together these terms constitute
26 the entire agreement of the parties with respect to the subject matter hereof. This Agreement
27 supersedes all previous negotiations, proposals, commitments, writings, understandings and
28

1 agreements of any nature whatsoever concerning the subject matter hereof unless expressly included
2 in this Agreement. No variation or modification of this Agreement and no waiver of any of its
3 provisions or conditions shall be valid unless in writing and signed by an authorized agent or officer of
4 the parties. This Agreement may not be assigned by CONTRACTOR or COUNTY without the
5 written consent of the other party. CONTRACTOR shall not delegate, subcontract, assign, or transfer
6 any of its duties hereunder without the written consent of the COUNTY, except as provided for in
7 Section 10 above.

8
9 **22. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the
10 breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in
11 good faith to settle the dispute by non-binding mediation before resorting to litigation or some other
12 dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be
13 mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from
14 among two nominations provided by each party. All costs and fees required by the mediator shall be
15 split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation
16 fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

17
18 **23. ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in
19 employment or in the provision of services on the basis of any characteristic or condition upon which
20 discrimination is prohibited by state or federal law or regulation.

21
22 (a) It is recognized that both the Contractor and the County have the responsibility to protect
23 County employees and clients from unlawful activities, including discrimination and sexual harassment
24 in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees
25 regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate
26 any allegations that any of its employees may have engaged in improper discrimination or harassment
27 activities. The County, in its sole discretion, has the right to require Contractor to replace any
28 employee who provides services of any kind to County pursuant to this Agreement with other

1 employees where County is concerned that its employees or clients may have been or may be the
2 subjects of discrimination or harassment by such employees. The right to require replacement of
3 employees as aforesaid shall not preclude County from terminating this Agreement with or without
4 cause as provided for herein.

5
6 ///

7 ///

8 ///

9 ///

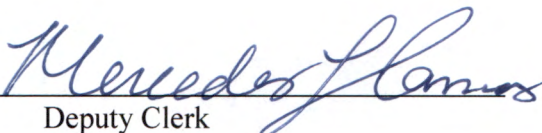
1 **THE PARTIES**, having read and considered the above provisions, indicate their agreement by
2 their authorized signatures below.

3
4
5 **COUNTY OF TULARE**

6
7
8 Date 4-2-19


9
10 By 
Chairman, Board of Supervisors

11 **ATTEST: JASON T. BRITT**
12 County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

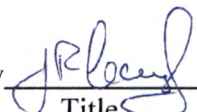
13
14 By 
Deputy Clerk



15
16
17 **Air Methods Corporation Subsidiary, Mercy Air Service, Inc.**

18 By 
19 Title VICE PRESIDENT

Date 5-20-19

20
21 By 
22 Title Jim Caryl, Regional Director

Date 03/20/19

23 Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or
24 any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also
accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract

25 **Approved as to Form**
26 **County Counsel**

27 By 
28 Deputy County Counsel 2019334

Date 3/25/2019