

COUNTY OF SACRAMENTO

MOU NO. 7207600-22/25-026M

CONTRACT ANALYST: Julie Short 875-2256

DHS MOU SUMMARY

CONTRACTOR's NAME: Reach Air Medical Services, LLC

Subject of MOU: To provide advanced life support (ALS) air services to residents of Sacramento County.

Contract Term: April 1, 2022 through March 31, 2025

Maximum Payment to Contractor through this MOU: \$0.00

County Counsel Approval: Robert P. Parrish Date 1-31-2022

Or

County Counsel Approval Not Required: (Sacramento County Code Section)

Authorized by: 2016-0720 & 2018-0057 (Sacramento County Resolution Number or County Code Section)

Tax Waiver Granted

Tax Waiver Denied

Standard MOU CA Agency MOU

Non Standard MOU

Five or more employees letter on file

Exhibit D

Risk Management has approved waiver to insurance requirements

Risk Management has approved indemnification modifications

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.
2.61.014 (c): Contract for services not previously provided by or to the department
2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
2.61.014 (e): Contract with another governmental entity
2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
2.61.014 (g): Contract requiring waiver of withholding
2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7207600 G/L Account: Order #:

CONTRACTOR's Federal Tax Identification Number: 68-0222123

**COUNTY OF SACRAMENTO**

**MOU NO. 7207600-22/25-026M**

**Memorandum of Understanding between  
Sacramento County Department of Health Services and  
Reach Air Medical Services, LLC**

THIS Memorandum of Understanding (MOU) is made and entered into as of this 1<sup>st</sup> day of April, 2022, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and REACH AIR MEDICAL SERVICES, LLC, a limited liability company, hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, COUNTY has mandated responsibility for medical control and establishing policies and procedures for the designation of advanced life support (ALS) SERVICE PROVIDERS within Sacramento County; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2016-0720 on September 27, 2016 authorizing the Department of Health and Human Services (DHHS) to execute two (2) year, zero dollar agreements with ALS providers meeting criteria for designation as a Sacramento County ALS Provider, and providing amendment authority for non-monetary changes, to terminate or to assign this agreement, and to extend up to one (1) year the agreement terms; and

WHEREAS, on February 6, 2018 the Sacramento County Board of Supervisors approved abolishing DHHS and created the new Department of Health Services (DHS) effective March 18, 2018, and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2018-0057 on February 6, 2018 delegating authority to the Deputy County Executive for the Social Services Agency (SSA) or his designee, and on May 10, 2021, the Deputy County Executive of the SSA delegated signature authority for contracts and contract amendments to Chevon Kothari, Director of DHS, and

WHEREAS, these policies, procedures and oversight include provisions requiring Emergency Medical Technicians and Paramedics to be affiliated with an ALS SERVICE PROVIDER in order to perform the scope of practice specified in Title 22, Division 9, Chapter 4, Article 2, Section 100145 & 100146 of the California Code of Regulations (CCR); and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this MOU on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This MOU shall be effective and commence as of the date first written above and shall end on March 31, 2025.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR  
Department of Health Services  
7001-A East Parkway, Suite 1000  
Sacramento, CA 95823-2501

Reach Air Medical Services, LLC  
8880 Cal Center Drive, Suite 125  
Sacramento, CA 95826

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING**

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this MOU in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this MOU must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this MOU.

**IX. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this MOU; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this MOU, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours,

wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this MOU.

**X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

**XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this MOU.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this MOU.

**XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this MOU.

**XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this MOU are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this MOU and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES**

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this MOU, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this MOU.

**XVI. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”) including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor’s Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

**XVII. INSURANCE OR SELF-INSURANCE**

Each party, at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, business automobile liability, and aircraft liability covering all aircraft operated by or on behalf of Contractor, whether owned, non-owned, leased, or hired by Contractor. Coverage shall be adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

**XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

**XIX. WEB ACCESSIBILITY**

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this MOU shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

**XX. LEGAL TRAINING INFORMATION**

If under this MOU, CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

**XXI. SUBCONTRACTS, ASSIGNMENT**

A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this MOU. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this MOU. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B. This MOU is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

**XXII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this MOU shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXIII. SUCCESSORS**

This MOU shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

**XXIV. TIME**

Time is of the essence of this MOU.

**XXV. INTERPRETATION**

This MOU shall be deemed to have been prepared equally by both of the parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXVI. DIRECTOR**

As used in this MOU, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

**XXVII. DISPUTES**

In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**XXVIII. TERMINATION**

- A. Either party may terminate this MOU without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this MOU for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this MOU in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this MOU immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this MOU or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this MOU are not appropriated by the State; 4) funds that were previously available for this MOU are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this MOU is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the MOU as the services actually performed bear to the total services of CONTRACTOR covered by this MOU, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the MOU total based on the portion of the MOU term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this MOU after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

**XXIX. REPORTS**

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

**XXX. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the MOU, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this MOU until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this MOU.

**XXXI. PRIOR MOUS**

This MOU constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this MOU. Any prior MOUs, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

**XXXII. SEVERABILITY**

If any term or condition of this MOU or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this MOU are declared severable.

**XXXIII.FORCE MAJEURE**

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXIV.TRANSITION OF CARE**

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

**XXXV. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this MOU are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this MOU or any extension thereof. Further, the terms, conditions, and warranties contained in this MOU that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this MOU shall so survive.

**XXXVI. DUPLICATE COUNTERPARTS**

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**XXXVII. AUTHORITY TO EXECUTE**

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU for or on behalf of the parties to this MOU. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party's obligations hereunder have been duly authorized.

**XXXVIII. DRUG FREE WORKPLACE**

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

**XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**XL. CULTURAL AND LINGUISTIC PROFICIENCY**



To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

**XLII. COVID-19 REQUIREMENTS**

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to the COUNTY. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. CONTRACTOR shall make any reasonable corrections that COUNTY requests to such plans.

**XLIII. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, C, and D attached hereto are part of this MOU and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

REACH AIR MEDICAL SERVICES, LLC

DocuSigned by:

*Sandy Damiano*

By \_\_\_\_\_  
Chevon Kothari, Director, Department of Health Services, or designee. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

*Sean Russell*

By \_\_\_\_\_  
Sean Russell, President

Date: 3/16/2022

Date: 3/11/22

CONTRACT AND CONTRACTOR TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Robert Parrish Date: 1-31-2022

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
REACH AIR MEDICAL SERVICES, LLC.  
hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES  
(ALS AIR Providers)**

**I. PROGRAM LOCATION(S)**

**Title and Name:** Sean Russell, President  
**Program Name(s):** REACH Air Medical Services, LLC.  
**Street Address:** 8880 Cal Center Drive Suite 125  
**City and Zip Code:** Sacramento, CA 95826

**II. SERVICE PERFORMANCE MONITOR**

**Title and Name:** David Magnino, EMS Administrator  
**Organization:** Sacramento County Department of Health Services (DHS)  
**Street Address:** 9616 Micron Avenue Suite 960  
**City and Zip Code:** Sacramento, California 95827

**III. DESCRIPTION OF SERVICES: ALS AIR PROVIDER**

Definitions are in accordance with California Health and Safety Code Division 2.5, Sections 1797 et. seq., California Code of Regulations, Title 22, Division 9, and emergency medical services (EMS) policies and procedures established by Sacramento County Emergency Medical Services Agency (SCEMSA).

Air ambulance is 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 attendants certified or licensed in advanced life support.

Rescue aircraft is an aircraft whose usual function is not prehospital emergency patient transport but which may be utilized, in compliance with local EMS policy, for prehospital emergency patient transport when use of an air or ground ambulance is inappropriate or unavailable. Rescue aircraft includes ALS rescue aircraft, BLS rescue aircraft and Auxiliary rescue aircraft.

Advanced life support rescue aircraft or ALS rescue aircraft is a rescue aircraft whose medical flight crew has at a minimum one attendant certified or licensed in advanced life support.

**CONTRACTOR shall:**

**A. Administrative**

1. Maintain the legal capacity to contract with COUNTY including, but not limited to:
  - a. providing all COUNTY contract required documents,
  - b. maintaining a valid business license and
  - c. performing business in California as verified on the California Secretary of State website.
2. Maintain organization and staffing for implementing and operating this Contract.

3. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.

**B. Service Operations**

1. Provide Advanced Life Support (ALS) air services on a continuous twenty-four (24) hours per day basis.
2. Use and maintain two-way communications equipment between hospitals and field units as specified and approved by SCEMSA.
3. Utilize two Registered Nurses (RN) when providing air medical transport services, **OR**, one Paramedic and one RN. RNs must have an active California license and work under the Nurse Practice Act. Paramedics must work under the accreditation of the County in which the CONTRACTOR's aircraft is located.
4. Ensure that CONTRACTOR's staff complies with SCEMSA application policies and completes the online application process for certification/accreditation.
5. Ensure that CONTRACTOR's staff completes required incident reporting within the required timeframes as required by statutes, regulations and SCEMSA policies.

**C. Policy/Procedures**

1. Provide ALS air services when requested through appropriate Dispatch Centers in accordance with state law and SCEMSA policies, procedures and protocols.
2. Comply with response times as designated by SCEMSA.
3. Participate in COUNTY committees, including, but not limited to the Medical Advisory Committee (MAC), Operational Advisory Committee (OAC), Technical Advisory Group (TAG) or other meetings as requested by SCEMSA.
4. Comply with Quality Improvement (QI) Program policies and procedures, QI Plan submission, data submission, and reporting requirements.
5. Participate in policy development and review including providing written feedback within the timeframe specified by the SCEMSA.

**D. Data Reporting**

1. Use an electronic patient care report platform with data reporting capabilities as required by SCEMSA.
2. Comply with SCEMSA requests for data submission or collection of information for purposes of a clinical or operational investigation as requested by the SCEMSA in requested time period.
3. Utilize a data reporting system that will collect, integrate and report data and comply with the technical specifications required by COUNTY identified vendor.
4. Provide NEMESIS compliant Patient Care Reports, Mass Casualty Incident Reports and future program reporting which will be determined by the Quality Improvement Program (QIP).
5. Submit data electronically as required by COUNTY directly to COUNTY data vendor. The frequency of data submission will be determined through the QIP but must be within 72 hours of development of the data elements.

**IV. DESCRIPTION OF SERVICES: COUNTY****COUNTY shall:****A. Administrative**

1. Designate and maintain CONTRACTOR who has met the state and SCEMSA ALS air provider criteria as an approved ALS air provider.
2. Monitor contract and ensure CONTRACTOR complies with scope of service as above.
3. Maintain and update a list of approved ALS providers on its website: [Emergency Medical Services \(https://dhs.saccounty.gov/PRI/EMS/Pages/EMS-Home.aspx\)](https://dhs.saccounty.gov/PRI/EMS/Pages/EMS-Home.aspx).

**B. Service Operations**

1. Perform annual inspections of ALS air provider's staff qualifications and medical equipment to ensure compliance with state law and SCEMSA policies, procedures, and protocols.

**C. Data Reporting**

1. Provide CONTRACTOR with data vendor information including points of contact for data submission requirements.

**D. Feedback**

1. Provide information about State or County changes, policies, protocols and/or performance to CONTRACTOR as indicated.

**Program Representatives**

The program representatives during the term of this agreement are:

COUNTY	CONTRACTOR
EMS Administrator Currently: David Magnino Emergency Medical Services Agency DHS Primary Health Division Phone: 916-875-9708 Email: MagninoD@saccounty.net	Program Director, Service Delivery Currently: Mike Kaslin REACH Air Medical Services, LLC. Phone: 530-306-3122 Email: <a href="mailto:Mike.Kaslin@gmr.net">Mike.Kaslin@gmr.net</a>

**V. COMMUNICATION****A. Points of Contact**

AREA	COUNTY	CONTRACTOR
<b>ALS Provider Liaison</b>	EMS Specialist II Currently: Kristin Bianco <a href="mailto:BiancoK@saccounty.net">BiancoK@saccounty.net</a> 916- 875-9736	Program Director, Svc. Delivery Currently: Mike Kaslin <a href="mailto:Mike.Kaslin@gmr.net">Mike.Kaslin@gmr.net</a> 530-306-3122
<b>Problem Resolution</b>	EMS Administrator Currently: David Magnino <a href="mailto:MagninoD@saccounty.net">MagninoD@saccounty.net</a> 916-875-9708	Program Director, Svc. Delivery Currently: Mike Kaslin <a href="mailto:Mike.Kaslin@gmr.net">Mike.Kaslin@gmr.net</a> 530-306-3122
<b>Data Reporting/QIP Liaison</b>	EMS Specialist II Currently: Dorthy Rodriguez <a href="mailto:RodriguezDor@saccounty.net">RodriguezDor@saccounty.net</a> 916-874-1060	Program Director, Svc. Delivery Currently: Mike Kaslin <a href="mailto:Mike.Kaslin@gmr.net">Mike.Kaslin@gmr.net</a> 530-306-3122
<b>Contract Coordinator</b>	Administrative Services Officer II Currently: Holly Winberry <a href="mailto:WinberryHo@saccounty.gov">WinberryHo@saccounty.gov</a> 916-875-9766	Program Director, Svc. Delivery Currently: Mike Kaslin <a href="mailto:Mike.Kaslin@gmr.net">Mike.Kaslin@gmr.net</a> 530-306-3122

**B. Communication**

1. CONTRACTOR shall designate staff to participate in the MAC, OAC, the QIP, and the TAG. Members are required to regularly participate, provide information, and/or presentations as requested.
2. CONTRACTOR and COUNTY shall participate in ad hoc meetings as requested by either party.
3. CONTRACTOR or COUNTY shall respond to a request from the other party within (3) business days.
4. In the event of threat to public health and safety, COUNTY and CONTRACTOR shall meet within (1) business day after such notification in order to affect a solution.
5. Problem solving shall occur at the lowest possible level. Either party may request a meeting to resolve issues. If this process has not been satisfactory, the issue may be raised to the EMS Administrator, or the DHS Primary Health Division Deputy Director at (916) 876-7179.

**C. Sacramento County EMS Plan**

1. CONTRACTOR shall follow the State approved Sacramento County EMS Plan.
2. This Agreement does not confer any rights, privileges or ownership to the CONTRACTOR to provide services and/or respond to medical emergencies requested through the 9-1-1 emergency telephone number in Sacramento County.

**COUNTY OF SACRAMENTO**

**MOU NO. 7207600-22/25-026M**

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
REACH AIR MEDICAL SERVICES, LLC, hereinafter referred  
to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO  
DEPARTMENT OF HEALTH SERVICES**

**INSURANCE OR SELF- INSURANCE REQUIREMENTS FOR CONTRACTORS**

Each party, at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, business automobile liability, and aircraft liability covering all aircraft operated by or on behalf of Contractor, whether owned, non-owned, leased, or hired by Contractor. Coverage shall be adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

**COUNTY OF SACRAMENTO**

**MEMORANDUM OF UNDERSTANDING NO. 7207600-22/25-026M**

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
REACH AIR MEDICAL SERVICES, LLC.  
hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

- I.** There is no monetary compensation under the terms of this Agreement.



**EXHIBIT D to MOU  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
REACH AIR MEDICAL SERVICES, LLC,  
hereinafter referred to as "CONTRACTOR"**

**ADDITIONAL PROVISIONS**

**I. LICENSING, CERTIFICATION AND PERMITS**

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all Federal, State, County and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this MOU with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this MOU. The list shall state the name, title, professional degree, licensure, and certification, and work experience of such persons.

**II. OPERATION AND ADMINISTRATION**

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this MOU.

**III. CONFIDENTIALITY**

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
  - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this MOU shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
  - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

**IV. QUALITY ASSURANCE AND PROGRAM REVIEW**

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

**V. REPORTS**

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

**VI. EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this MOU. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this MOU together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this MOU.

**VII. AUDIT/REVIEW REQUIREMENTS**

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors  
2 CFR 200.501 requires that non-Federal entities that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).
- A. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors  
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
  - 1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
  - 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
  - 3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
  - 4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
  - 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.
- C. Term of the Audit or Review  
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.
- D. Termination  
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager  
County of Sacramento  
Department of Health Services  
7001 –A East Parkway, Suite 1000C  
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager  
County of Sacramento  
Department of Health Services  
7001 –A East Parkway, Suite 1000C  
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

**VIII. AMENDMENTS**

A. DIRECTOR may execute an amendment to this MOU provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed the Director's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this MOU, whichever is greater; and
2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this MOU as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this MOU. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this MOU.

C. The budget attached to this MOU as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this MOU.

**IX. BASIS FOR ADVANCE PAYMENT**

A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR'S designee.

B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR'S designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.

- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR'S designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR'S written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR'S designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. The COUNTY reserves the right to withhold the total advance amount from any invoice.
- G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.