County of Kern
Emergency Medical Services

Rotor-wing Air Ambulance Service Performance Standards

4/14/2015

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**Versions:**

02-05-2008   Completed Draft  
02-08-2008   Revised Final  
02-26-2008   Approved by Board of Supervisors  
04-14-2015   Approved by Board of Supervisors: Removal of items found to be preempted by the Airline Deregulation Act
Introduction:

The Kern County Rotor-Wing Air Ambulance Performance Standards (hereinafter referred to as Standards) establish minimum standards for air ambulance service performance. These Standards are applicable to all contracted rotor-wing air ambulance providers (hereinafter referred to as Provider) in Kern County (hereinafter referred to as County).

These Standards are directly referenced in each Agreement for Provision of Rotor-Wing Air Ambulance Service (hereinafter referred to as Agreement) executed by the County.

The Agreement contains basic performance provisions. The Standards further define performance requirements for air ambulance Providers. Definitions of terms in these Standards are in accordance with Ordinance definitions and the definitions listed in Appendix 2.

These standards are not applicable to fixed-wing air ambulance providers. Any qualified fixed-wing air ambulance provider can be used within Kern County.

These Standards may be adjusted by the Kern County EMS Division (hereinafter “Division”) through the course of the Agreement consistent with the modifications in EMS operational and medical standards that are developed by the Division, in coordination with the Provider. The Provider shall be notified with sixty (60) days advance notice of the effective date of the change and shall define any Agreement impact within thirty (30) days of initiation.

1. Administrative:

1.1 Each rotor-wing air ambulance Provider shall continuously maintain all services in accordance with the proposal submitted by the Provider to the Division.

1.2 Provider shall maintain continuous compliance with Kern County EMS Division – Rotor-Wing Air Ambulance Standards.

1.3 Provider shall adhere to all applicable EMS policies of the Division and shall comply with all federal, State, and local laws, rules and regulations.

1.4 At a minimum, the Provider must provide rotor-wing air ambulance service. The Division shall be pre-notified of any planned change in the type of aircraft assigned to the County. The Division may approve or deny the planned change.

1.5 The Provider must meet or exceed the required response times each calendar month, as specified in the Provider’s response time commitments approved by the Department.

1.6 A service delivery plan (SDP) shall be developed and maintained by the Provider. The SDP shall be submitted to the Division for approval and adhered to by the Provider. Changes to the SDP shall be forwarded to the Division for review and approval before implementation of the changes. All resources to be used in this franchise for air ambulance service shall be included in this SDP. The SDP must have clearly identified back up/mutual aid air ambulances, particularly for those areas that might be best served by a Provider from outside the County.
1.7 The Provider must be a single legal entity properly licensed to do business in the State of California. If the Provider relies on the prior experience or factors of production of a partner, shareholder, or constituent governmental agency for the purposes of meeting the requirements of these Standards; then each partner, shareholder, or constituent governmental agency must individually be prepared to guarantee that all of the contractual requirements will be met and be jointly and severally liable for any breach of contract, tort, rule violation, infraction, or penalty imposed.

1.8 The Division shall be pre-notified of any planned change in corporate or company structure, including any partnership or contractor change. The Division may approve or deny the change.

1.9 Provider shall be properly licensed by the State of California and hold all appropriate licenses and certificates required by the Federal Aviation Administration. This includes a valid FAA Part 135 Air Carrier Certificate held by the Provider or under contract.

1.10 The Provider shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Agreement. The Division makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the Provider.

1.11 The Provider shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Provider shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

1.12 The Provider shall maintain a drug-free workplace as set forth by the federal Drug-Free Workplace Act of 1988 or as last revised.

1.13 The Provider shall be accredited for rotor-wing ambulance service, as established by CAMTS and maintain it throughout the term of the Agreement.

2. Availability:

2.1 Provider shall respond to all emergency 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.

2.2 Provider shall participate with the Division and provide the necessary expertise in the development and designation of EMS landing sites within the Division jurisdiction.

2.3 Provider shall maintain operational control of the aircraft used in the service of the Agreement, and shall control all aviation and related flight operations of the aircraft at all times. The Provider, and its pilots assigned, shall be in command of the aircraft at all
times. No flight will commence until and unless the Provider’s pilot and the director of operations are satisfied, at their sole discretion, that the pilot is fit; the aircraft mechanically sound and properly loaded; and the weather, landing zone, airstrip, airport and any other conditions necessary for a safe flight are deemed acceptable.

2.4 The Provider, and its pilots, at their sole discretion, may unilaterally make any changes prior to or while in flight to accommodate changes in weather, air traffic, FAA directive, mechanical problems, or other matters affecting safety in flight. Under no circumstances shall any other person or passenger overrule the pilot regarding the aviation operations of any flight. The Provider shall operate all flights under the flight time limitations and rest requirements of FAR Part 135, and the hospital emergency medical evacuation services rules of the FARs shall apply to all pilots.

3. **Dispatch and Communications:**

3.1 The Provider shall assure that personnel and equipment are activated immediately upon direction of the authorized EMS dispatch center. Incidents of possible dispatch error should be dealt with after the emergency situation is mitigated. A report shall be forwarded by the Provider to the Division relative to any suspected “dispatch errors.”

3.2 The Provider shall maintain and operate a dispatch center and flight following service in substantial compliance with CAMTS Standards for such services. This requirement can be met by directly providing the dispatch center and flight following service or contracting for the dispatch center or flight following service.

3.3 In addition, the Provider shall provide the following in the operation of the dispatch and flight following service:

3.3.1 All telephone lines and radio frequencies, used for emergency or business communications, in and out of the center will be recorded and kept for a minimum of one (1) year from the date of the incident.

3.3.2 Emergency back-up power will be available.

3.3.3 The Department shall have full and free access to the tapes, logs, data, etc., at reasonable times without prior notice and shall have the authority to audit tapes, logs, data, etc.

3.3.4 Provide all required periodic reports pursuant to the Agreement and as required/requested by the Department.

3.4 The Provider shall obtain, install, and maintain in Provider’s helicopters all such radio and telecommunications equipment as is necessary for the effective and efficient dispatch of helicopters and for effective and efficient communication with public safety agencies, the EMS dispatch center (ECC), first response agencies, ground ambulance units, and base and receiving hospitals.
3.5 The Provider shall cooperate, train with, participate in quality control procedures and communicate with ECC to assure a smooth delivery of dispatch services.

4. Response Time:

4.1 The Provider shall record or cause to be recorded, the times at each of the stages of a response (time of call -TOC, dispatch time - DSP, enroute time - ER, scene arrival time - OS, enroute hospital time - ERH, arrival at hospital time - OSH, leaving hospital time – AOR, and arrival back at base time - ABB) as defined herein, and by map grid for each and every request for service, whether emergency or non-emergency, transfer, or dry run. This includes response stand-by requested by ECC.

5. Patient Treatment Protocols:

5.1 The Provider shall provide advanced life support (ALS) level service for all requests for air ambulance service. ALS level service shall be satisfied with one paramedic and one flight nurse as staffing on the aircraft at all times. Additional medical personnel to this minimum staffing requirement can be used as indicated.

5.2 Paramedic personnel shall comply with Kern County Paramedic Treatment Protocols at all times.

5.3 The Provider may develop and implement patient treatment protocols for flight nurses that are Provider Medical Director and Division pre-approved; and within a Registered Nurse scope of practice. The Division may disapprove any patient treatment protocol and may require immediate modification at any time.

5.4 The Provider shall obtain Division pre-approval of any new industry medical device to be placed on-board the aircraft. At minimum, the Provider shall consult the Division to determine if the new medical device requires Division review and approval.

6. Patient Transport Destination:

6.1 The Provider will ensure patients are transported to closest, most appropriate hospital determined by patient condition.

6.2 During Med-Alert operations, the Division staff will direct air ambulance transport destination. Air ambulance medical personnel shall make contact with Division staff to determine the air transport destination.

6.3 The provider should communicate the air transport destination to ECC, the designated EMS Aircraft Dispatch Center for Kern County.

6.4 In the case of interfacility transfer, the selection of an appropriate receiving facility shall be determined by the transferring physician at the sending hospital, and the Provider shall ensure that the transportation of said patient shall be to the receiving facility so designated.
6.5 Should safety or any other considerations require an alteration of a patient destination as provided for in Sections 6.2 or 6.4, the Provider shall submit a report to the Division within 48 hours describing the circumstances that required any such alteration, to include a detailed explanation of the factors which precipitated such alternate patient destination.

6.6 In each instance where the mode of patient transport changes due to aircraft mechanical failure and/or malfunction, the Provider will assure that the EMS personnel on the helicopter which failed/malfunctioned submit prehospital report forms regarding the medical care the patient received while in their care.

7. **Mutual Aid:**

7.1 The Provider shall have written mutual aid agreements with all providers in adjacent service areas, and shall submit those agreements to the Division for review and approval prior to implementation. The Division may approve or deny a mutual aid agreement. Any changes to mutual aid agreements shall be submitted to the Division for review and approval prior to implementation.

7.2 In most cases, ECC will manage mutual aid deployment for prehospital emergency rotor-wing air ambulance responses. The Division maintains an authorized mutual aid rotor-wing air ambulance provider list through ECC.

7.3 Should the Provider be unable to effect a mutual aid agreement with an adjacent provider after a good faith effort, the Provider shall notify the Division.

8. **Personnel:**

8.1 When responding to a call, the air ambulance shall be staffed with a minimum of one (1) pilot and two (2) medical personnel. The two (2) medical personnel shall, at a minimum, be one EMT-P and one flight nurse that is at a minimum a registered nurse. Should a Provider offer staffing with two nurses or a nurse and physician, physician assistant or nurse practitioner, one of the medical staff members must be accredited as a paramedic within the County.

8.2 For special and unique circumstances, the Provider may request a temporary exemption from the minimum staffing requirements through the Division on a case-by-case basis. The Division may approve or deny the request.

8.3 Medical crew minimum requirements for mutual aid providers must meet the local requirements in the location where the aircraft is normally based and must be substantially similar in composition to the Division requirements. Mutual aid providers must be approved by the Division if they are intended to substitute for Provider units to meet these performance requirements.
8.4 All employees of the Provider engaged in patient care shall meet and comply with the applicable training/continuing education requirements as established by the State of California, the Department, and the Provider for their level of certification/licensure.

8.5 The Provider shall not permit any employee to perform any services when there is reasonable cause to believe that they may be under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair physical or mental performance.

8.6 The Provider shall ensure that the crew person attending the patient(s) complete medical reports as required and submit the reports to the receiving hospital and the Division according to Division policies and procedures.

8.7 The Provider and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, sexual preference, medical condition, marital status, age or sex.

8.8 The Provider and its subcontractors shall further comply with the Civil Rights Act of 1964 (and any amendments thereto and the rules and regulations thereunder) and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

8.9 The Provider shall also comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 1200 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5) and the regulations or standards adopted by the State of California to carry out such articles.

8.10 All material, equipment, or labor shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. The Provider shall warrant that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, the Provider warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

9. Equipment and Supplies:

9.1 Each air ambulance unit shall carry equipment and supplies as needed to appropriately provide patient care within the authorized scope of practice and Division requirements. The Provider shall also carry equipment and supplies as needed to appropriately provide patient care within the Division approved patient care guidelines/procedures for the Provider’s licensed staff. Vehicles, equipment, and supplies shall be maintained in clean, sanitary, and safe mechanical condition at all times.
9.2 The EMS Medical Director or his agents may at any time, without prior notice, inspect the Provider’s air ambulance units in order to verify compliance with these Standards. An inspection may be postponed if it is shown that the inspection would unduly delay the air ambulance unit from responding to an emergency call. Any deficiencies resulting from an inspection shall be immediately corrected by the Provider. Repeated deficiencies upon two or more inspections will be grounds for a breach of the Agreement.

9.3 The Provider shall develop and maintain a maintenance plan in compliance with the manufacturers recommended maintenance schedules, maintain a record of the preventative maintenance, repairs and replacement of equipment and shall make such plan and records available to the Division upon request.

10. Reports:

10.1 The Provider shall maintain an active list of employees including their current addresses, phone numbers, qualifications, certificates, and licenses with expiration dates. Such list will be available for review by the Division.

10.2 All Provider records, except recorded radio and telephone communications, shall be preserved by the Provider for at least three years from the termination of the Agreement. Recorded radio and telephone communications shall be maintained for a minimum of one year from the date of the incident.

10.3 The Provider shall, upon a request by the Division, prepare and submit written reports on any incident arising out of services provided.

10.4 The Provider shall submit monthly operations reports to the Division by the 20th of the month, for the previous month, in a format specified by the Division.

10.5 The Provider shall provide additional information and reports as the Division may request from time to time to monitor performance.

10.6 The Provider shall submit patient care records in accordance with Division specifications, process, and format.

10.7 The Provider shall have measures continuously in place to ensure that data, once entered into the CAD system, remains secure and not subject to tampering. This includes the equipment and procedures to be employed so that the Division will have access to data for purposes of verifying Agreement compliance. Access policies must include at least the following:

10.8.1 Division staff access to onsite monitoring, audit and data review of EMS dispatch functions.
10.8.2 Restricted release of information that is the subject of current law or fire investigation.

10.9 The Provider shall agree to not seek economic gain from data received from the 9-1-1/PSAP in any manner without approval from the Division except as otherwise needed to collect traditional transport revenue from 9-1-1 calls and interfacility transfers.

10.10 The Provider shall complete all forms and data reports required by the Division, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. Patient Care Reports (PCRs) shall be delivered to the emergency department (ED) at the time of patient delivery at least ninety percent of the time during any three-month audited time period. Electronic data bases shall be developed by the Provider and be able to track individual patients from dispatch through billing and collection phases. Data collection and reporting methods shall also allow for data aggregation. Data collection requirements shall be completed and submitted electronically on a periodic basis and with a format specified by the Division.

10.11 Response-time summaries by response time requirement, including the listing of all response-time exceptions, shall be reported monthly. These reports must include compliance with response-time standards in a format established by the Division including the ability to sort by city, and other geographic zones, incidents of mechanical failures, listing of calls referred to other agencies, mutual-aid response times, call downgrades and other reports used to determine Agreement compliance.

10.12 The Provider shall comply with all applicable federal, State and local laws, rules and regulations that are in effect at the inception of the Agreement and that become effective during the term of the Agreement, including without limitations the Health Insurance Portability and Accountability Act (42 USC sections 1320d et. Seq.).

11. Aircraft and Maintenance:

11.1 The Provider shall develop and maintain a maintenance plan in compliance with the manufacturers recommended maintenance schedules, maintain a record of the preventative maintenance, repairs and replacement of helicopters and shall make such plan and records available to the Division upon request.

11.2 Upon the effective date of the Agreement, and annually thereafter, the Provider shall submit to the Division an inventory of all air ambulances utilized by the Provider in the County.

11.3 All aircraft used shall be in compliance with all FAA requirements. All medical equipment and medical care should be provided in accordance with CAMTS standards.

11.4 The Provider shall notify the Division of any anticipated change in the type of aircraft. The Division may approve or deny the proposed change.
12. **Safety:**

12.1 The Provider shall continuously provide a safety and risk management program that shall at a minimum include each of the following:

12.1.1 A safety manual that insures compliance with OSHA requirements.

12.1.2 An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk; protect them from danger; and preserve them from loss.

12.1.3 A training program for all managers and supervisors to insure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.

12.1.4 Assignment of a person, with formal training on risk and loss issues, that is responsible for the safety and risk program.

12.2 The Provider shall maintain a safety and risk program that starts in the employment application phase which includes an employment physical exam and a physical capacities evaluation that is fair, nondiscriminatory, and commensurate with job requirements.

12.3 The Provider shall ensure continued compliance of all pilots with any and all FAA licensing requirements.

12.4 The Provider shall maintain a continuing education program for all employees on safety and health issues that is scheduled no less than bi-annually.

12.5 The Provider shall maintain a system of conducting background and credentials checks on all employees of the local operation.

13. **Quality Improvement:**

13.1 The Provider shall have at least one EMT-P or flight nurse designated as a training officer who shall perform the necessary orientations for all new EMT-P(s) and flight nurses employed by the Provider.

13.2 The Provider shall have at least one EMT-P or flight nurse, designated to function as a liaison between the Provider and the Division to participate in a quality improvement process per Division policies, assist in the investigation of unusual occurrences as identified by the Provider or the Division and, to the degree possible, attend liaison meetings as requested by the Division.

13.3 The Provider shall provide regular training to first responder agencies, ground ambulance companies, and other allied agencies in flight safety, landing zone coordination, communications, and flight operations.
13.4 The Provider shall maintain a continuous quality improvement (CQI) plan meeting the standards of the quality improvement in the health-care and air ambulance industry. The plan shall describe:

13.4.1 A management philosophy and approach focused on achieving an environment of continuous improvement and innovation.

13.4.2 Continuous learning and development of staff and management.

13.4.3 Service to all internal and external EMS contractors and customers.

13.4.4 Commitment to participate in and contribute to the Division CQI process.

13.4.5 Commitment to cooperate with system research.

13.4.6 The plan shall include internal mechanisms such as interface with the Provider medical director, CQI manager, CQI committee structure and process; prospective training and education efforts, concurrent and retrospective review, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution and the documentation and tracking of implementation strategies and outcomes.

13.5 The Provider CQI program shall interface with the Division, hospitals, first responders, dispatch centers, ambulance providers, fire departments and law enforcement.

13.6 The Provider CQI program shall also include a section on client/patient rights which includes all of the following:

13.6.1 Fast, effective medical treatment and transportation to a facility of their choice (unless this is in conflict with medical policies of the Division), regardless of ability to pay.

13.6.2 Full information regarding the immediate treatment needed with the right to refuse any treatment or service.

13.6.3 Full explanations of bills about which the patient or responsible party has questions.

13.6.4 Confidential treatment of medical records.

13.6.5 Billing insurance or third-party payer as part of the service to the patient.

13.6.6 Retention of patient records and patient access to their records.

13.7 The Provider, at least annually, shall conduct a survey of customers and health care facilities regarding their satisfaction of the Provider’s interfacility and transfer services. Survey results will be forwarded to the Division.
13.8 The Provider shall conduct on an annual basis no less than six public education and/or demonstrations within the exclusive operating area assigned to the Provider. The Provider shall report all community education activities on the monthly operations report.

13.9 It is the intent of the Division to ensure open communication, as well as active coordination and cooperation between all EMS system participants. The Provider shall ensure that any unresolved incidents or sensitive issues involving other EMS system participants are brought to the attention of the Division.

14. Medical Control:

14.1 The Provider shall continuously maintain a Provider Medical Director who, at a minimum is a California licensed Medical Doctor or Doctor of Osteopathy with appropriate specialty training and experience to oversee the clinical and operational aspects of the air ambulance service.

14.2 The Provider Medical Director shall be responsible for oversight of the clinical aspects of the program; and for development and maintenance of flight nurse treatment protocols, subject to Division approval.

14.3 The Provider Medical Director shall not be construed to manage the responsibilities or authority of the Division Medical Director. The Division Medical Director shall retain all authority within the jurisdiction.
Attachment 1 – Definitions

2.1 **AAMS** - Association of Air Medical Services

2.2 **Authorizing EMS Agency** - Means the LEMSA which approves utilization of specific EMS aircraft within its area of jurisdiction.

2.3 **Advanced Life Support Ambulance (ALS Ambulance)** – Means a ground ambulance staffed and equipped to provide advanced life support consistent with Section 1797.52 of the Health and Safety Code and current pre-hospital care guidelines approved by the Department.

2.4 **Available on Radio/Request (AOR)** - Means the moment the unit is available on radio/pager to respond to direction from Provider’s dispatch center and flight following service.

2.5 **Back-up** - Shall normally be a unit which is activated for a request for service when the primary unit is unavailable.

2.6 **Base Hospital** - Means a hospital responsible for directing the prehospital care system assigned to it by the Department in accordance with Section 1797.58 of the Health and Safety Code.

2.7 **Basic Life Support Ambulance (BLS Ambulance)** - Means a ground ambulance staffed and equipped to provide basic life support consistent with Section 1797.60 of the Health and Safety Code and current prehospital care guidelines as approved by the Department.

2.8 **Call Received/Time of Call (TOC)** - Means the moment the Provider’s dispatch center receives a request for service from the authorized Kern County EMS Aircraft Dispatch Center and has enough information to respond appropriately i.e. location, map page numbers, Latitude and Longitude coordinates, etc.

2.9 **CAMTS** - Commission on Accreditation of Medical Transport Services.

2.10 **Designated EMS Aircraft Dispatch Center** - Shall mean the authorized Kern County EMS Dispatch Center.

2.11 **Dispatched (DSP)** - Means the moment the pilot has obtained adequate information (e.g. weather, fuel status, etc.) to allow him/her to accept the flight.

2.12 **Emergency** - Means the functions involved in responding to a request for an ambulance to transport or assist persons in apparent sudden need of medical attention in accordance with the “Emergency Medical Dispatch Priority Card System” approved by the
Department, and, relative to inter-facility transports, shall mean a transport to a facility with specialty care capabilities not available at the transferring facility.

2.13 **EMS Aircraft** - Shall mean a rotor-wing type aircraft.

2.14 **Enroute (ER)** - The moment the helicopter and crew are physically enroute to the incident as evidenced by initiating flight.

2.15 **ETA** - Means the estimated time of arrival.

2.16 **FAA** - Means the Federal Aviation Administration.

2.17 **Facility** - Means an acute care hospital licensed by the State of California under Chapter 2 (commencing with Section 1250) of Division 2, California Health and Safety Code, with a stand-by, basic or comprehensive emergency service permit.

2.18 **FAR** - Federal Aviation Regulations.

2.19 **From Scene/Enroute Hospital (ERH)** - Means the moment the helicopter lifts off from the scene enroute to a health care facility or rendezvous point, such that the helicopter has attained an altitude that allows for radio transmission.

2.20 **Helicopter** - Shall mean a rotor-wing type aircraft meeting the qualifications of an air ambulance.

2.21 **LEMSA** - Local Emergency Medical Services Agency

2.22 **Map Grid/Quadrant** – Means an area on a map approved by the Department, which has been given an alpha or numeric designation by the COUNTY and has been categorized metropolitan, urban, suburban, rural or wilderness, such that quantitative and chronological analysis of response activity to that area can be made both by the Provider and the Department.

2.23 **Mutual Aid** - Means a response to a request for service in an area not customarily served by the responder.

2.24 **On Scene Hospital/Arrive Dest (OSH)** - Means the moment the unit arrives at a health care facility or a point where it can rendezvous with another unit.

2.25 **On Scene/At Scene (OS)** - Means the moment the pilot reports that the EMS aircraft is within one-quarter (1/4) nautical miles and no greater than 1000 feet above ground level of the EMS incident or designated emergency landing site.

2.26 **Zone/Area** - a distinct geographic area of service defined with maps and narrative and established in consideration of historical service information, geographic, demographics, and the locations of air ambulance base of operations such that response times might be minimized.