



# PHI AIR MEDICAL

## CONTRACTOR SAFETY POLICY & PROCEDURES

**Document Owner:** Manager, Health, Safety, Environment & Quality (HSEQ)

**Effective Date:** April 6, 2026

**Supersedes:** May 6, 2024

**Applies To:** All Contractors and Subcontractors

### 1. PURPOSE

PHI Health, LLC d/b/a PHI Air Medical (“PHI”) is committed to providing a safe, compliant, and environmentally responsible workplace. This policy establishes mandatory safety, health, environmental, and compliance requirements for all contractors and subcontractors performing work on PHI property or on behalf of PHI.

### 2. SCOPE

This policy applies to:

- All contractors and subcontractors (tier 1 and lower-tier)
- All PHI facilities, aircraft operating environments, and work locations
- All work activities including maintenance, aviation support, construction, and services

### 3. LEGAL STATUS & INDEPENDENT CONTRACTOR RELATIONSHIP

Contractors are independent entities and are not employees of PHI.

Nothing in this policy:

- Creates an employer–employee relationship
- Transfers responsibility for contractor personnel safety to PHI
- Relieves contractors of their legal obligations under federal, state, or local law

### 4. CONTRACTOR RESPONSIBILITIES

Contractors shall be solely responsible for:

- The safety, health, and supervision of their employees and subcontractors
- Compliance with all applicable laws, including OSHA regulations
- Providing competent, trained, and qualified personnel
- Developing and enforcing safe work practices

Contractors must ensure personnel:

- Are fit for duty and not impaired
- Use required PPE
- Follow all PHI safety policies and site rules



## **5. OSHA MULTI-EMPLOYER COMPLIANCE**

Contractors acknowledge their role under OSHA's multi-employer worksite doctrine, including responsibilities as:

- Creating employer
- Exposing employer
- Correcting employer
- Controlling employer

Nothing in PHI oversight reduces contractor responsibility under 29 CFR 1904 and 29 CFR 1910/1926.

## **6. CONTRACTOR MANAGEMENT & AUTHORIZATION**

No contractor may begin work without:

- Formal approval through PHI Contractor Management Process
- Submission of required safety documentation
- Verification of qualifications, certifications, and insurance

PHI reserves the right to deny or revoke authorization at any time. Approval or authorization by PHI does not constitute a representation or warranty regarding Contractor's qualifications, safety performance, or compliance, and Contractor remains solely responsible

## **7. SITE ACCESS & PRE-JOB SAFETY REQUIREMENTS**

Prior to work:

- Contractors must report to the designated PHI representative
- Participate in a documented pre-job safety briefing (JSA / risk assessment)

Work shall not begin until hazards and controls are clearly defined and communicated.

## **8. SAFETY PROGRAM REQUIREMENTS**

Contractors shall maintain and enforce:

- Written safety programs
- Job Safety Analyses (JSA) or equivalent
- Hazard identification and mitigation processes
- Incident prevention and reporting systems

Work areas must be maintained in a safe, orderly condition at all times consistent with applicable industry standards and best practices and subject to PHI review upon request.

## **9. STOP-WORK AUTHORITY**

All personnel have the authority and obligation to stop work when:

- Unsafe conditions exist
- Required controls are not in place
- Conditions change or risks increase

PHI enforces a zero-retaliation policy for stop-work actions. PHI shall not be liable for any costs, delays, or impacts arising from stop-work actions taken in good faith.

## **10. INCIDENT, INJURY & OSHA RECORDKEEPING**

Contractors must immediately report:

- Injuries and illnesses



- Near misses
- Property damage
- Environmental incidents

Contractors shall:

- Comply with OSHA recordkeeping (29 CFR 1904)
- Notify PHI of any OSHA recordable event occurring on PHI property
- Fully cooperate in incident investigations

## **11. ENVIRONMENTAL & HAZARDOUS MATERIALS COMPLIANCE**

Contractors must:

- Provide Safety Data Sheets (SDS) for all materials
- Comply with Hazard Communication (29 CFR 1910.1200)
- Properly manage and remove all hazardous waste

Unauthorized disposal into PHI waste streams is strictly prohibited.

## **12. AVIATION & AIRSIDE SAFETY REQUIREMENTS**

Where applicable, contractors shall comply with:

- FAA regulations (including applicable FAR Parts)
- CAMTS standards (for air medical operations)
- Airside operational safety procedures

Requirements include:

- Foreign Object Debris (FOD) control
- Tool accountability
- Fueling safety (bonding/grounding)
- Rotor-wing safety awareness
- Human factors and fatigue awareness

## **13. DRUG, ALCOHOL & FITNESS FOR DUTY**

Contractors shall comply with:

- Applicable FAA drug and alcohol programs (14 CFR Part 120, where applicable)
- Company fitness-for-duty requirements

Impaired personnel shall be removed immediately.

## **14. SUBCONTRACTOR MANAGEMENT**

Prime contractors are fully responsible for:

- Subcontractor compliance with this policy
- Flow-down of safety requirements
- Supervision and enforcement of safe work practices

Contractor shall be fully responsible and liable for all acts and omissions of subcontractors (of any tier)

## **15. INSURANCE REQUIREMENTS**

Contractors must maintain, at minimum:

The Grand at Papago Park Center  
1033 W. Roosevelt Way, Suite 500, Tempe, AZ 85288

[phiairmedical.com](http://phiairmedical.com)



- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation: Statutory limits
- Automobile Liability (if applicable): \$1,000,000
- Aviation Liability (where applicable): As required by contract

Proof of insurance must be provided prior to work.

## 16. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless PHI, its parent, subsidiaries, and affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, "PHI Indemnitees") from any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs of defense) arising out of or resulting from, in whole or in part :

- the acts or omissions, negligence, or willful misconduct of Contractor, its employees, agents, or subcontractors (of any tier);
- the performance or non-performance of the Work;
- bodily injury, illness or death of any person;
- damage to or loss of property;
- Violations of applicable laws, regulations, or permits, including OSHA, FAA, or environmental requirements;
- Any release or discharge of hazardous materials.

Contractor's obligations under this Section shall apply regardless of whether such claim is caused in part by a PHI Indemnitee, except to the extent caused by the sole negligence or willful misconduct of PHI where such limitation is required by applicable law.

Contractor's duty to defend shall be immediate upon tender of claim and not contingent upon a final determination of liability.

These obligations shall survive completion or termination of the work and shall be supported by Contractor's insurance coverage required under this Policy.

## 17. LIMITATION OF PHI LIABILITY

PHI's activities, including but not limited to inspections, audits, safety oversight, monitoring, approvals, or provision of safety guidelines, are performed solely for PHI's internal purposes and shall not be deemed to:

- constitute an assumption of control, supervision, or responsibility over Contractor's work or personnel;
- create any duty of care owed by PHI to Contractor or its employees, subcontractors, or third parties;
- relieve Contractor of its sole responsibility for safety, compliance, and execution of the Work.

To the fullest extent permitted by law, PHI shall not be liable to Contractor or any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, delay damages, or business interruption, arising out of or related to Contractor's work—even if PHI has been advised of the possibility of such damages.

Any liability of PHI, if established notwithstanding the foregoing, shall be strictly limited to the minimum extent required by applicable law and shall not exceed amounts recoverable under applicable insurance policies, if any.



## 18. AUDIT & INSPECTION RIGHTS

PHI reserves the right to:

- Audit contractor safety programs
- Inspect work areas at any time
- Review training, certifications, and compliance records

Contractors must cooperate fully with all audits and inspections. PHI may require corrective action plans and suspend work until deficiencies are resolved.

## 19. ENFORCEMENT

Failure to comply may result in:

- Work stoppage
- Removal from PHI property
- Contract termination
- Disqualification from future work

## 20. EMERGENCY RESPONSE

Contractors shall:

- Comply with site-specific emergency plans
- Participate in drills when required
- Immediately report emergencies

## 21. DATA SECURITY & CONFIDENTIALITY

Contractors must:

- Protect PHI operational and IT data
- Report any suspected data breach immediately
- Comply with PHI cybersecurity requirements

## 22. DEFINITIONS

Contractor: Independent entity performing services

Subcontractor: Entity hired by contractor

Fit-for-Duty: Physical and mental ability to safely perform work

Incident: Any unplanned event that could cause harm

Near Miss: Event that did not result in injury but had potential

## 23. ACKNOWLEDGMENT

Contractors must:

- Acknowledge receipt of this policy
- Agree to comply with all requirements
- Ensure employee awareness prior to work



## CONTRACTOR ACKNOWLEDGMENT FORM

### CONTRACTOR INFORMATION:

Company Name: \_\_\_\_\_

Contractor Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SIGNATURE:

Contractor Representative:

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_