

# **Benefits Agreement**

## **C-12-108-02-19**

This Agreement for Air Evac Lifeteam Memberships is made and entered into this **19<sup>th</sup>** day of **February, 2013** between Air Evac EMS, Inc., a Missouri corporation d/b/a Air Evac Lifeteam (AEL), P.O. Box 948, West Plains, MO 65775, and County of Hidalgo, Texas. 302 W. University Dr., Edinburg, Texas 78539, a Texas government entity.

WHEREAS; Air Evac Lifeteam is in the business of providing air ambulance services and, in connection therewith, providing Air Evac Lifeteam Memberships.

WHEREAS; The County of Hidalgo desires to make Air Evac Lifeteam memberships available to its employees as an optional payroll deduct benefit.

THEREFORE, The Parties agree as follows:

### **SERVICE OFFERING**

The County of Hidalgo will make available to its employees, as a payroll deduction benefit, the Air Evac Lifeteam Membership, Membership Terms and Conditions as outlined in Appendix A.

Air Evac Lifeteam will notify the designated county representative in writing of any changes to the cost and / or the Terms and Conditions of the membership benefits thirty (30) days prior to the changes taking place.

### **SERVICE COST**

The monthly cost to the employees of Hidalgo County who elect to participate in the outlined plan shall be as follows:

149 or less employees participating - \$6.00 / Month / Employee

150 or more employees participating - \$5.00 / Month / Employee

The Air Evac Lifeteam Membership will cover the employee and all persons living in the same household as the employee, as listed on the employee's application.

### **SERVICE ENROLLMENT**

Air Evac Lifeteam shall provide assistance with all initial and new hire enrollments as needed, including but not limited to the local Membership Sales Manager assisting with the County of Hidalgo open and re-occurring benefits enrollments

County employees may enroll or discontinue the Air Evac Membership at any time. Employees discontinuing membership will receive benefit through the "paid up" term from the last payment paid to AEL. Refunds are not given for remaining paid term beyond date of employee's request for discontinuance.

An employee's membership will be effective upon Air Evac Lifeteam's receipt of this Agreement signed by the County, payment as provided herein and the employee's completed membership application.

**SERVICE BILLING**

Hidalgo County will remit a list of participating employees with a corresponding check for all participating employees once each month.

Payroll deductions will begin on date to be determined and the effective date of all memberships will begin when the first check is submitted and received by Air Evac Lifeteam. The effective date is defined as the first day the member is eligible for benefits.

**SERVICE TERMS**

The term of this agreement shall be for one year (effective upon final approval by Commissioner's Court) beginning February 19, 2013 and ending February 18, 2014, with the County's option to renew for two (2) additional one (1) year terms unless cancelled by either party prior to the renewal date. Renewal rates (if any) are to be provided to Hidalgo County ninety (90) days prior to anniversary date.

This Agreement may be terminated by either party upon 30 days written notice to the other party.

Approved by Commissioners Court on: \_\_\_\_\_,

The Honorable Ramon Garcia  
Hidalgo County Judge  
1615 S. Closner, Suite J.  
Edinburg, TX. 78539

Vice President of Membership  
Keith Hovey  
Air Evac EMS, Inc.  
d/b/a Air Evac Lifeteam  
PO Box 948  
West Plains, MO 65775

**County of Hidalgo**

**Air Evac EMS, Inc.**

\_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Keith Hovey, VP of Membership

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

**APPROVED AS TO FORM:  
ATLAS & HALL and Rodriguez, LLP**

By: \_\_\_\_\_  
Stephen L. Crain

## Appendix A

### Membership Terms and Conditions

An Air Evac EMS, Inc. d/b/a Air Evac Lifeteam ("**Company**") membership ensures the patient will have no out-of-pocket flight expenses if flown by the Company or another AirMedCare Network participating provider (together with the Company, each an "AMCN Provider") by providing prepaid protection against AMCN Provider air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:



1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

[signature page next]