

Benefits Agreement C-12-108-03-01

This Agreement for Air Evac Lifeteam Memberships is made and entered into this **1st** day of **March, 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 **March 1, 2013** and ending **February 28, 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 shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

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

Approved by Commissioners Court on: 3-01-13,

The Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Dr.
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
Ramon Garcia, County Judge

Keith Hovey
Keith Hovey, VP of Membership

Date

Approved by Commissioners' Court
on 3/1/13 ro

2/15/13
Date

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

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

By: Stephen L. Crain
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]

CC Meeting of 03-01-2013

- 1. **AI-36775** Reinstatement of effective date of Benefits Agreement between Hidalgo County and Air Evac EMS, Inc, d/b/a/ Air Evac Lifeteam (previously approved by CC on 11-6-12) with participation available to all eligible Hidalgo County Employees at their own cost, including authority for County Judge or Presiding Officer to sign document regarding the "Voluntary (Post Tax) Emergency Air Ambulance Services" project.

APPROVED

- 2. **AI-37308** a. Presentation of the scoring and evaluation grids (for the purposes of ranking for award by CC) of the responses received in connection with the Request for Proposals (RFP's) for: "Section 125 Voluntary Insurance Products and COBRA Administration Services" for Hidalgo County and Hidalgo County Drainage District No. 1 ";

Concern

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County and Hidalgo County Drainage District No. 1" for the following:

- 1. Dental: _____
- 2. Vision: _____
- 3. Cancer: _____
- 4. Accidental: _____
- 5. Critical Illness: _____
- 6. Short/Long Term Disability: _____
- 7. Life Insurance: _____
- 8. COBRA Administration Services: _____
- 9. Other: _____

c. Authority to finalize and/or negotiate (if required) contract(s) for the Voluntary Insurance Products and COBRA Administration Services.

17. **Adjourn**