



Plan Code: 30757

**AirMedCare Network Membership for Payroll Deduct Only
For City of Lander**

Organization: City of Lander
Physical Address: 240 Lincoln St
 Lander, WY 82520
Mailing Address:
Contact: Rachelle Fontaine
Phone: 307-332-2870
Email: rfontaine@landerwyoming.org
County: Fremont

Membership Sales Manager/Base: Holly Sullivan / Guardian Flight

Participants:

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - o Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

Fees and Payment:

No. of Participants in Initial Group	<u>Rates</u>			<u>Total</u>
	1 Year Membership Participant(s)	\$	75.00	\$ -
	3 Year Membership Participant(s)	\$	195.00	\$ -
	5 Year Membership Participant(s)	\$	295.00	\$ -
	10 Year Membership Participant(s)	\$	585.00	\$ -
	Total			<u>\$ -</u>

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.



Initial _____

5. The Organization acknowledges and understands that each Participant must agree to the Terms and Conditions attached hereto as **Exhibit A** to become a member of the AirMedCare Network. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Agreed to by:

Signature	Signature
Printed Name	Matt Muse
Title	Vice President of GMR Membership
Organization Name	Membership
Date	Division
Date	Date

Exhibit A Wyoming Terms and Conditions

AirMedCare Network (“**AMCN**”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, 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 a physician (or other appropriate provider) or first responder to be emergent or time-sensitive 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. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s 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 any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. 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 other third-party responsibility available to the member to have been fully prepaid. “**Insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services

provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN 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 Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15± days after AMCN 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.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **DISPUTE RESOLUTION.** In the event of any controversy, dispute or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof, the Parties shall use their best efforts to resolve such controversy, dispute or claim through mediation administered by the American Arbitration Association before resorting to litigation, arbitration, or any other dispute resolution procedure. The place of mediation will be within the State of Wyoming. If the Parties are unable to reach a resolution through mediation, either Party may seek judicial relief in a court of competent jurisdiction or the Parties may agree to voluntarily submit the dispute to arbitration for resolution pursuant to the Wyoming Arbitration Act. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN**



A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR OR JUDGE, AS APPLICABLE, MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. Neither the arbitrator or judge, as applicable, will be authorized to award attorney's fees, costs or equitable relief. In the event that this class waiver or any other provision in this Section 10 is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to mediation, litigation, or arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

‡In Nebraska and Wyoming, waiting periods are not allowed; however, a member cannot purchase a membership at the time of transport.

Evidence of Coverage - Wyoming

AGREEMENT FOR MEMBERSHIP: This Air Ambulance Membership Plan ("Plan") Coverage Agreement ("Agreement") is entered into between Guardian Fight LLC, 10888 S 300 W, South Jordan, UT 84095, REACH Air Medical Services, LLC and the individual signatory ("Primary Member") on the Membership Plan Application ("Application"). The Membership Office doing business as AirMedCare Network ("AMCN") is located at 1800 Air Medical Drive, West Plains, MO 65775. AMCN can be reached by phone at 800-793-0010, Monday-Friday, 8:00am-8:00pm CST. Additional information available at www.AirMedCareNetwork.com.

By signing the Application, Primary Member agrees, on behalf of myself and the residents of my household listed on the Application, to abide by the AMCN membership terms and conditions, which will commence when AMCN receives my application and payment, and will expire the following year at midnight on the last day of the month payment is received. There is a 90 day grace period for renewal applications.

PERSONS COVERED: The Plan covers Primary Member and the residents of Member's household listed in the Application, so long as they remain full-time residents of the specified household. Dependent children who are away at school are included as long as they retain the Primary Member's residence as their primary residence. New household members may be added, household members may be deleted, or the household location may be changed by written or verbal notice by the Member to AMCN, effective the day following receipt by AMCN of such notice. All persons covered by the Plan shall be referred to herein as "Plan Members" or "Members". References to "I" or "me" and similar references shall be construed as including all Members.

CONDITIONS OF MEMBERSHIP: As a condition of obtaining the benefits of membership and Plan coverage, Primary Member must submit a completed, accurate Application and pay AMCN a membership fee in the amount specified in the Application.

PAYMENT FOR SERVICES: I understand that I am responsible for payment for any services provided to me by Guardian Flight, REACH, or any other AMCN provider, but that my membership in the Plan will assist me by discharging that part of my financial liability that is not covered by any insurance, benefits or third party responsibility for those AMCN provider services. This membership benefit is subject to certain limitations specified in this Agreement. As a condition of receiving this membership benefit, I hereby assign to Guardian Flight and REACH all rights and benefits that I or the other Members in my household have under any and all medical, health, supplemental, worker's compensation, liability, auto or homeowner's insurance policies or plans or from other third party payers or sources which provide coverage or would otherwise pay for air ambulance services provided to me. Such payment sources are collectively referred to in this Agreement as "Insurance and TPL". I authorize payment of all Insurance and TPL benefits or payments for ambulance services provided to me by Guardian Flight or REACH to Guardian Flight or REACH.

CANCELATION of SERVICES: A Wyoming resident can cancel membership at any time. If canceled within 30 days of the date of this letter, the member will receive a full refund. Any request of cancellation after 30 days of this letter will result in a pro-rated refund.

BENEFITS: Payment of the membership fee and compliance with the terms of this Agreement entitle Members to the following benefits within the Service Area as specified below:

- a. Emergency pre-hospital air ambulance services: Members who receive medically necessary emergency air ambulance services from an AMCN provider shall pay nothing out of pocket.
- b. Emergency inter-facility air ambulance services: Members who receive medically necessary emergency inter-facility air ambulance services from an AMCN provider shall pay nothing out of pocket.
- c. Emergency ground services: Members who receive medically necessary emergency ground services from an AMCN provider for transports to and from an AMCN provider air ambulance, shall pay nothing out of pocket.

LIMITATIONS and EXCLUSIONS: Membership benefits extend to medically necessary emergency rotary wing (helicopter) and fixed wing (airplane) air ambulance services provided by an AMCN provider in the Service Area as described below. Membership benefits are provided for an AMCN provider emergency ground ambulance services, if provided as a means of facilitating their air ambulance services. Membership benefits will also extend to AMCN providers in the AMCN Service Area described below. AMCN providers shall apply the medical necessity standard of the Medicare program. Medicaid participants are not eligible for membership.

Guardian Flight/REACH Wyoming SERVICE AREA: The service area for Guardian Flight/REACH includes the following counties in Wyoming: Albany, Big Horn, Carbon, Campbell, Converse, Crook, Fremont, Goshen, Hot Springs, Johnson, Laramie, Lincoln, Natrona, Niobrara, Park, Platte, Sheridan, Sublette, Sweetwater, Teton, Uinta, Washakie and Weston

AMCN SERVICE AREA: The service area for other AMCN providers includes parts of the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota,

Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, West Virginia and Wyoming.

SERVICE AREA IMPORTANT INFORMATION: In an emergency and if the member is outside of the air ambulance membership organization’s service area, air ambulance services may be provided by another air ambulance provider or air ambulance membership organization, and the benefits of this air ambulance membership organization will not apply to the services provided by another air ambulance provider.

WYOMING MUNICIPALITY COVERAGE: Members may be covered by an air ambulance membership organization under a membership provided by a governmental entity. In Wyoming, the following municipalities have a membership plan: Washakie County, WY and Upper Wind River Valley Ambulance Association.

TERMINATION AND RENEWAL OF COVERAGE: AMCN may terminate this Agreement and the participation of any Members in the Plan for failure to comply with the terms of this Agreement. Any Service Area may be changed at any time without notice. AMCN reserves the right to discontinue the Plan at any time upon notice to Members. In such event, AMCN shall return a pro rata portion of the membership fee. AMCN also reserves the right to unilaterally modify the terms of this Plan, including but not limited to the membership fee charged to Members who join or renew their membership after the effective date of such change. Subject to foregoing, AMCN shall renew membership on an annual basis upon completion by a Member of an Application or renewal Application and payment of the applicable Membership Fee. Renewal contracts may include changes in coverage.

IMPORTANT INFORMATION: The membership program is not insurance coverage. If eligible and covered under Medicare, the member may already be covered for air ambulance services and should consult with a representative of the Medicare program to determine what services may be available under Medicare.

MEMBERSHIP RATES AND TERMS: Membership rates and terms are provided below. Members will be notified of any changes to the rates and terms available in Wyoming.

Membership Rates and Terms		
Term	Standard	Senior/Affinity
10 Year	\$769.00	\$ 589.00
5 Year	\$399.00	\$ 299.00
3 Year	\$249.00	\$ 199.00
1 Year	\$ 99.00	\$ 79.00
Monthly	\$ 9.99	\$ 7.99

Discounted rates available through business plans.