



February 16, 2022

Mangum Regional Medical Center
1 Wickersham Dr
Mangum, OK 73554

Re: Helicopter Medical Transportation Services – First Call Agreement

Dear Dale:

Mangum Regional Medical Center (“**Agency**”) serves a geographical area that will benefit from emergency scene access to helicopter medical transportation services (**the “Location”**). In addition, Agency requires access to helicopter medical transportation services to transfer certain constituents/patients to medical facilities. It is important for the care of Agency’s constituents/patients that such services be provided in a professional, quality and timely manner. It also is beneficial to Agency’s constituents/patients that such services be provided in a cooperative, consistent and seamless manner. Agency believes that it can best achieve these goals by being proactive and by pre-selecting and maintaining a relationship with a preferred provider of helicopter medical transportation services.

Agency and several other local organizations are appointing Air Evac EMS, Inc., (“**Company**”), as their preferred provider of air ambulance services. Only with this level of geographical community support and commitment can (or will) Company commit the substantial financial resources necessary to establish or maintain an air ambulance in the Location.

Company is a well-established and respected provider of 24-hour, 365 day-a-year, helicopter medical transportation services for critically ill or injured patients, with a team of specially trained flight nurses, paramedics and pilots. Company desires to work closely with Agency to meet the goals of providing the best helicopter medical transportation services for Agency’s constituents/patients.

Accordingly, Agency agrees that:

- It will provide an adequate location for a Company provided direct dial telephone to allow Agency’s Dispatch Center to contact Company directly when services are needed.
- It will make its personnel available for appropriate training to be provided by Company.
- It will use Company as its preferred provider of helicopter medical transportation services by contacting Company when it needs to arrange for such services; provided, however, if a Company helicopter is not available or suitable for any reason, Company will promptly assist Agency in soliciting and/or utilize other helicopter medical transport services.
- It will not enter into, directly or indirectly, formally or informally, any first call, preferred

provider or similar agreement or arrangement (including the use of direct dial telephones or other direct communication devices) with any person or entity to provide or arrange for air medical transportation services within the Agency's service area.

Company agrees that:

- It will provide to Agency a direct dial telephone to allow Agency's Dispatch Center to contact Company directly when services are needed; provided, Agency may continue to contact Company in any appropriate manner.
- It will provide appropriate training to Agency personnel in connection with the assessment and preparation of patients to be transported by Company.
- It will strive to make its helicopters and crews available on a 24 hours a day, seven days a week basis; provided, however, Agency understands and acknowledges that availability may be limited (in Company's sole and absolute discretion) based upon weather conditions, weight limitations, current use of the aircraft for other missions, aircraft maintenance, or other conditions; provided, further, if Company aircraft are unavailable, Company will assist Agency in locating an alternative provider of the services.
- When it accepts a request for services, Company will:
 - provide a reasonable estimate of timely response to patient location, considering the geographic proximity of the responding aircraft;
 - be responsible for all expenses associated with the provision of its helicopter medical transport services;
 - not inquire into the prospect of receiving payment prior to furnishing services; but Company will directly bill and look solely to the transported patient and/or the patient's third party payor or responsible party for payment of all transportation, medical care, supplies, drugs or other services described herein; and
 - collect all patient care information and billing information as it would in its usual business practice.
- Company agrees to obtain and to maintain general liability insurance, in an amount consistent with industry standards, and to be solely responsible for and to defend, save and hold harmless Agency from any and all liability for the acts or omissions of Company or its personnel.

Both Agency and Company agree that:

- No compensation of any kind for any reason will be paid by Company to Agency.
- Patient care en route will be guided by such protocols, policies and procedures regarding patient safety and care by Company personnel as established by Company.
- Neither party shall exercise any control or direction over the other party or the services that each other renders and nothing in this letter agreement is intended to create any right of either party to intervene in any manner in the methods or means by which either party shall render medical or transportation services. Further, the parties are independent contractors, and are not partners, agents, or parties in a joint venture.
- They will make documents and information relating to the services provided under this Agreement reasonably available to the other party for billing or other business purposes, and both parties agree to maintain the confidentiality of all such documents and information.
- They intend to comply fully with all applicable state and federal laws and regulations,

including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. If any terms or conditions of this letter agreement are determined by any court or by the OIG of the Department of Health and Human Services to be contrary to any such statutes or regulations, the parties agree to promptly and in good faith confer and resolve any issues so as to make the performance of this letter agreement consistent with all applicable statutes and regulations. Additionally, both parties hereto agree that any patient transfers shall be in compliance with EMTALA, 42 U.S.C. 1395dd et seq. and any amendments thereto, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any applicable State transfer laws.

- This letter agreement shall become effective if and when Company locates a helicopter in the Location and will be in effect for an initial term starting at such time and continuing for 24 months from such date; provided, however, this letter agreement shall thereafter automatically renew for additional 12 month terms on each anniversary, unless notice of non-renewal is given by a party to the other party at least 90 days prior to any such renewal anniversary. Notwithstanding the foregoing, this letter agreement may be terminated prior to normal expiration, (i) if both parties agree in writing, (ii) by a non-breaching party, if the breaching party does not cure a material breach within 90 days following written notice thereof by the non-breaching party, (iii) after the initial term, by either party for any reason providing the other party with at least 180 days advance written notice of intent to terminate or (iv) by Company giving Agency at least 60 days advance written notice of intent to terminate due to adverse changes in flight volumes, reimbursement rates or other business prospects or circumstances which the parties are not able to resolve in a mutually acceptable manner within 30 days following such notice.

[Signature Page Follows]

Mangum Regional Medical Center

February 16, 2022

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Please acknowledge your agreement with the foregoing by returning to me a copy of this letter agreement signed by you in the space provided below.

Sincerely,

AIR EVAC EMS, INC.

[Click here to enter text.](#)

[Click here to enter text.](#)

1001 Boardwalk Springs Place, Ste 250

O'Fallon, MO 63368

Phone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

AGREED:

Mangum Regional Medical Center

By: _____

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)