

## MEMORANDUM OF UNDERSTANDING

September 21, 2021

City of Mills Fire Department  
300 Lakeview Drive  
Mills, Wyoming 82604

To Whom It May Concern:

As you know, in many cases our air medical transport crew provides care in your ground ambulance to patients who are transported both by air and ground. The reason our medical crew rides along with the patient is to ensure continuity of care and that patients receive the level of care they need from origin to destination. In these instances, the first responder or sending/referring hospital's physician usually determines whether it is necessary for our crew to provide care in your ambulance.

The purpose of this Memorandum of Understanding ("MOU") is to memorialize that, in such situations, we authorize you to bill the patient, Government payer (Medicare/Medicaid) or other applicable third-party payor (collectively, the "Applicable Payor") at a service level (e.g., ALS or SCT) allowed by regulation, based on the level of care provided by our medical team during the ground transport, provided the following conditions are met:

- You agree not to bill Air Methods Corporation separately for your services in transporting the patient, since this would constitute "double dipping" in violation of billing regulations.
- You agree to promptly transport our clinical crew to or from the remote landing zone, local airport or back to the initial referring location, as requested, so that they can be ready to respond to new emergencies. The agreed upon rate for such crew transports (without a patient on board) shall be \$250.00.
- You comply with the medical necessity and other billing rules established by the Applicable Payor.
- You agree to invoice the patient/guarantor or Applicable Payor for three (3) consecutive billing cycles. In the event that an account results in a self-pay status and total reimbursement has not been received, Air Methods Corporation will be considered the payor of last resort, and we will pay you at the current State Medicaid allowable rate. In this case, copies of any payments and/or collection history must accompany your invoice to Air Methods Corporation.
- Notwithstanding the foregoing, as required by 42 C.F.R. § 414.610(b), you agree to bill Medicare for transport services provided to any Medicare beneficiary, and to accept the Medicare allowed charge as payment in full. You further agree that you shall not attempt to bill or collect any additional amount from any party, including Air Methods Corporation, other than collecting any unmet Part B deductible and the Part B coinsurance amount from the beneficiary.

Additionally, the parties agree that the benefit to each party hereunder does not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. The parties expressly acknowledge and agree that they have been and continue to be their intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this Memorandum of Understanding to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods,

service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No party shall make or receive any payment that would be prohibited under state or federal law.

Air Methods Corporation agrees to indemnify and hold harmless the City of Mills Fire Department and its affiliates and its and their respective directors, managers, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses (collectively, "Claims"), based upon or arising out of the activities described in this MOU to the extent that such Claims relate to the negligence, actions or omissions of Air Methods Corporation. The City of Mills Fire Department agrees to indemnify and hold harmless Air Methods Corporation and its affiliates and its and their respective directors, managers, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against Claims based upon or arising out of the activities described in this MOU to the extent that such Claims relate to the negligence, actions or omissions of the City of Mills Fire Department. Neither party shall indemnify the other party for any Claim resulting from the willful or negligent acts of the other party, its agents, employees or subcontractors.

Each party represents and warrants that it has sufficient insurance coverage limits, consistent with industry standards, to cover its obligations contained herein. A party shall provide copies of any applicable certificates of insurance within fourteen (14) days of requesting party's written request for said certificates. By requiring insurance herein, the parties do not represent that such coverage will necessarily be adequate to protect, and such coverage and limits shall not be deemed as a limitation on a party's liability or indemnification obligations under this MOU.

Each party shall comply with all applicable laws and regulations in the conduct of their respective duties and obligations under this MOU.

Air Methods Corporation will use its best efforts to provide your staff with copies of the medical records created by our crew as necessary for your billing.

Your signature below constitutes agreement to these terms. Please return a signed copy of this MOU to me. Should you have any questions or would like to discuss the foregoing, please do not hesitate to call me.

Very truly yours,



David Haller  
Vice President, North Central Region  
Air Methods Corporation

Acknowledged and agreed as of the date set forth below:

**CITY OF MILLS FIRE DEPARTMENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_