

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) is made and effective as of the date of the last signature below (the “Effective Date”), by and between AIR METHODS, LLC, a Delaware limited liability company (“AIR METHODS”) and City of Mills Fire Department, a Wyoming Fire Department (“Ground Provider”). AIR METHODS and Ground Provider are collectively referred to herein as the “Parties,” and each a “Party.”

1. Term. The term of this MOU shall be for a period of three (3) years commencing on the Effective Date (the “Term”), except as the Term may be extended by mutual written agreement of the Parties or earlier terminated upon sixty (60) days’ prior written notice.

2. Background. If an AIR METHODS patient is transported by air but AIR METHODS is unable to land its aircraft at either the sending or receiving facility, Ground Provider shall provide an equipped ground ambulance with a qualified driver to transport AIR METHODS’ paramedic and registered nurse (the “AIR METHODS Transportation Team”) and AIR METHODS’ patient to or from its aircraft for air medical transports. Ground Provider shall provide such Ground MOU Services (defined below) to ensure AIR METHODS’ continuity of care for its patients and that patients receive the level of care that they need from origin to destination.

3. Emergent Ground MOU Services.

a. In the event the authorized medical authority determines emergency air medical transport is necessary but there is a remote landing zone for a sending or receiving facility, AIR METHODS needs Ground Provider to provide an equipped ground ambulance with a qualified driver for transports to and from the aircraft (“Emergent Ground MOU Services”). Ground Provider shall solely be entitled to bill Medicare, Medicaid, third-party payors and/or the patient (each, the “Applicable Payor”) for the patient-loaded portion of such Emergent Ground MOU Services at the service level (e.g., ALS or SCT) permitted by regulation.

b. Ground Provider agrees to comply with the medical necessity and other billing rules established by the Applicable Payor, including, without limitation, the provisions of 42 C.F.R. § 414.610(b), which require that Ground Provider accepts the Medicare allowed charge as payment in full for Emergent Ground MOU Services provided to Medicare beneficiaries and prohibit the collection of any additional amount other than collecting any unmet Part B deductible and the Part B coinsurance amount from the beneficiary.

c. Ground Provider agrees not to bill AIR METHODS separately for the patient-loaded portion of the transport, since this would constitute “double dipping” in violation of billing regulations. Additionally, Ground Provider agrees not to bill AIR METHODS in lieu of billing the Applicable Payor, as this would constitute improper billing.

d. Ground Provider shall submit all medical records requests to PBSRecords-Legal@airmethods.com, which request shall contain all information necessary, in AIR METHODS’ sole discretion, to identify and locate such records. Upon receipt of all necessary information, AIR METHODS will use its best efforts to provide Ground Provider’s staff with copies of the medical records created by the AIR METHODS Transportation Team as necessary

for Ground Provider's billing for the patient-loaded portion of the Emergent Ground MOU Services.

e. Subject to the terms set forth herein, AIR METHODS will pay Ground Provider for such non-loaded AIR METHODS Transportation Team transports (without a patient on board) ("Unloaded Transport"), in the amount of Nine Hundred Fifty Dollars (\$950.00).

4. Unloaded Transports. Ground Provider agrees to promptly transport the AIR METHODS Transportation Team to or from the remote landing zone or local airport back to the initial referring location, as requested, so that they can be ready to respond to new emergencies.

5. Invoicing and Payment. Upon execution of this MOU, Ground Provider shall provide AIR METHODS with a completed W-9. Promptly following each transport, Ground Provider will send AIR METHODS an invoice listing the dates and details of each Ground MOU Services transport to CoupaAPInvoices@airmethods.com. Payment shall be due and payable within sixty (60) days of AIR METHODS' receipt of each undisputed invoice. As permitted by applicable law, in the event Ground Provider does not submit an invoice with the information required above to AIR METHODS within one hundred eighty (180) days of the date of transport, AIR METHODS will not owe any amount to Ground Provider for such transport and will reject any subsequent invoice for such transport. Ground Provider hereby waives all rights to seek to recover any amount for such transport. Ground Provider is solely responsible for confirming that each applicable invoice was delivered within the foregoing time limit.

6. No Referral Contingency. The Parties have determined that the fees set forth herein constitute fair market value for the Ground MOU Services rendered. The Parties agree that the benefits to each Party hereunder do 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 it continues 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 MOU 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 MOU 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.

7. Indemnification. AIR METHODS agrees to indemnify and hold harmless Ground Provider 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. Ground Provider agrees to indemnify and hold harmless AIR METHODS 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 Ground Provider. 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.

8. Insurance. 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.

9. Miscellaneous. Each Party shall comply with all applicable laws and regulations in the conduct of their respective duties and obligations under this MOU. This MOU represents the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements, arrangements and understandings between the Parties with respect to the subject matter of this MOU. This MOU may solely be amended by mutual written agreement of the Parties. This MOU may be executed in counterparts, all of which shall be considered one and the same instrument. Any executed counterpart to this MOU may be delivered by facsimile, .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

AIR METHODS, LLC

CITY OF MILLS FIRE DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____