

## PHI Cares Membership - Payroll Deduct for TEHAMA COUNTY

Membership Manager / Base: California

Organization: Tehama County

Mailing Address: 727 Oak Street

Red Bluff, CA 96080

Contact: Coral Ferrin, Personnel Director

Group Discount Pricing: \$40.00

	<u>Rates:</u>	<u>Total:</u>
___ 1 Year Memberships	\$40.00 ea.	_____
	<b><u>Total:</u></b>	

### Employees:

1. The Organization is paying PHI Air Medical the fees shown below so the individuals (Employees) listed on the accompanying Employee List can join PHI Cares as provided in this Agreement. Membership covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such persons when requiring emergency air medical transportation on a PHI Air Medical aircraft.
  - a. An Employee must be actively affiliated with **Tehama County** (as an employee or similar relationship) as indicated on the Employee List when the fee for such Employee is paid.
2. For annual payment plans, the Organization may later add an Employee by providing PHI Cares with an updated Employee list.

### General Conditions:

1. Employee memberships will be effective upon PHI Air Medical's receipt of (a) this Agreement signed by **Tehama County**, (b) payment as provided above and (c) employee payroll deduct applications completed by the Employees. Memberships are owned by the Employee, regardless of employment with the company. No refunds.
2. PHI Cares agrees that Employee information will be used by PHI Cares only for the purpose of delivering PHI Cares services and will be treated like any other PHI Cares confidential information - will not be used, sold, or shared with any third party inconsistent with this provision.
3. This membership plan will be effective for 12 months, effective as of \_\_\_\_\_, and will be evaluated by both parties annually at least 30 days prior to anniversary date, if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by PHI Cares before expiration of the 90-day 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.

**“See Important Notices on Page 3 Prior to Purchase”**

## PHI Cares General Terms and Conditions

The general terms and conditions of the PHI Cares Program are as described below, which is made a part of this Agreement (the “PHI Cares General Terms and Conditions”).

- (a) *List of Employees.* **Tehama County** will provide PHI with completed Employee Applications at the commencement of this Agreement, and payment according to this agreement.
- (b) *Additional Membership Purchases.* Additional household memberships may be purchased in the future, for the remainder of the Term of this Agreement. All memberships added and purchased during the Term of this Agreement will expire at the expiration date of this Agreement.
- (c) *Membership ID #.* PHI will provide members with membership cards and membership stickers. The membership cards will contain the Membership ID # for the household and the Validity Date.
- (d) *Notifying PHI.* It is the responsibility of any transported person or representative thereof to contact PHI and notify it that a flight has occurred. In addition, in order to avoid receiving a bill for their medical transport, Employees should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of Employees’ PHI Cares membership. Additionally, PHI Cares Patient Accounts department will check with the Membership Department as part of its due diligence to ensure a member is not billed.
- (e) *Not Insurance Product.* MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (f) *Coverage.* Each membership covers the entire household (i.e., each individual member of the household that is an Employee of **Tehama County**) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.
- (g) *Unavailability.* Company acknowledges that PHI may not always have an aircraft available to provide a transport due to prior use, weather, mechanical downtime, or other reasons, as set forth more fully in the PHI Cares Terms and Conditions. Further, medical or dispatch personnel may call another air ambulance provider in which event a PHI Cares membership will not cover the medical transport. Company acknowledges and agrees that PHI will have no liability to Company or any Company Member as a result of PHI’s inability to respond to a transport request for any Company Member.
- (h) *Household.* For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.
- (i) *Refunds.* No refunds will be extended to **Tehama County** (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.
- (j) *Conflicts.* Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

**Miscellaneous.**

This Agreement (including any and all exhibits attached hereto or incorporated herein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, either oral or written, with respect to the matters addressed herein. This Agreement may only be modified by a written instrument duly executed by both Parties. No rights, duties, or obligations under this Agreement may be assigned to any third party without the prior written consent of the other Party. If any provision of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect any of the remaining provisions of this Agreement. This Agreement is governed by and will be construed in accordance with the laws of the State of Texas, without giving regard to its conflict of laws rules. In the event of any litigation between the Parties arising out of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorney's fees, litigation expenses and court costs from the losing Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered; sent via overnight courier (with proof of delivery); or sent via certified mail, postage prepaid, return receipt requested to the Parties' addresses listed in the signature block.

**"A Word from the California Department of Managed Health Care:"**

**(A) BEFORE YOU PURCHASE:** If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

**(B) WARNING:** This Ambulance Plan is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Plan is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

**"Sign or initial here,"** \_\_\_\_\_

**(C) COMPLAINTS:** For complaints regarding this Ambulance Plan, first attempt to call PHI Cares at 1-888-435-9744. If PHI Cares fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is <http://www.healthhelp.ca.gov>. You may obtain complaint forms and instructions online.

**(D) OPERATING UNDER CONDITIONAL EXEMPTION:** This Ambulance Plan is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 ct seq.).

The Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

**PHI HEALTH, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TEHAMA COUNTY**

Print: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for Notices:**

2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008

**Address for Notices:**

727 Oak Street  
Red Bluff, CA 96080

Attn: Coral Ferrin

530-527-4183 x3020

[cferrin@tehama.gov](mailto:cferrin@tehama.gov)

***With a copy to:***

PHI Health, LLC  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008

Attn: Legal Department

[legal@phiairmedical.com](mailto:legal@phiairmedical.com)