

**Plan Code:**

**AirMed International LLC Membership for Payroll Deduct Only  
For**

**Organization:**

**Physical Address:**

**Mailing Address:**

**Contact:**

**Phone:**

**Email:**

**County:**

**Membership Sales Manager/Base:** Jennifer Hart / REACH

**Participants:**

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on the attached Participant List become members of AirMed International LLC ("AirMed"), which provides non-emergent patient transports in qualifying situations (see terms and conditions section)
  - 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.
  - Each Participant must submit a completed AirMed membership application to AirMed.
2. The Organization may later add a Participant by providing AirMed 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.

**Fees and Payment:**

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

**General Provisions:**

1. Participant memberships will be effective upon AirMed's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants.
2. AirMed agrees that Participant Lists and membership applications (a) will be used by AirMed only for the purpose of delivering AirMed services, (b) will be treated like any other AirMed 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 AirMed before expiration date. 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. No refunds.
4. 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 AirMed hereby acknowledge and agree 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 AirMed.

Agreed to by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Matt Muse**  
\_\_\_\_\_  
Printed Name

**Vice President of GMR Membership**  
\_\_\_\_\_  
Title

**Membership**  
\_\_\_\_\_  
Division

\_\_\_\_\_  
Date

**\*\* Attention California Residents 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 AirMed International LLC may duplicate the benefits provided by your HMO or other health insurance. If you have questions regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) WARNING: AirMed International LLC 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 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 AirMed International LLC is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being called on another flight.

**YOU MUST SIGN OR INITIAL THIS STATEMENT:** \_\_\_\_\_

(C) COMPLAINTS: For complaints regarding AirMed International LLC, first attempt to call the plan at 1-800-793-0010. If AirMed International LLC 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: AirMed International LLC is operating pursuant to an exemption from the Knox Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 et seq)

**Exhibit A**

**AirMed Membership – Terms and Conditions**

By enrolling as a member each member accepts and agrees to these terms and conditions of membership. A membership is valid only after AirMed has received payment in accordance with applicable billing terms. Membership ensures the member will have no out-of-pocket air medical transportation expenses if flown by AirMed pursuant to the terms of this membership program.

1. **Member Eligibility.** A member must reside in the United States or, in AirMed's sole discretion, Canada. References to "United States" in these terms and conditions and the description of benefits means the 50 United States and Puerto Rico, but no other United States territories or possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. Approval by AirMed of a Canadian resident member must be evidenced by AirMed's acceptance of an enrollment application clearly identifying the member as a Canadian resident in a transaction solely governed by United States law. If for any reason the law of another country is found to apply to a membership, then such membership will be void and the member's sole remedy will be a refund of the membership fee applicable to such membership. Members must be natural persons.

The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.

2. **Air Medical Transport: Arrangements, Suitability and Additional Passengers.** AirMed will make all arrangements for each air medical transport, including timing of the transport, type of aircraft, etc. This is a membership program that provides pre-paid medical transportation and is not an insurance plan. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own.

Decisions regarding urgency of transport, the best timing and the most suitable means of transportation will be made by the AirMed medical department after consultation with the local attending physician and the member's receiving physician. AirMed membership does not cover emergent patient transports. If emergent medical treatment or transportation is needed, a member should contact appropriate local authorities for assistance. If, after a member receives such local emergent medical treatment or transportation while traveling more than 150 miles from the member's residence, the member is admitted to a local hospital, then the member may qualify for repatriation benefits under the AirMed membership. In addition, a member with mild lesions, simple injuries such as sprains, simple fractures or mild conditions which can be treated by local doctors and do not prevent the member from continuing his or her trip or returning home does not qualify for air medical transport. All decisions made by the AirMed medical department are final.

Due to the limited medical facilities and testing available on cruise ships, in some cases the AirMed Medical Director may require the member to be admitted to a hospital on-shore before dispatching the AirMed aircraft.

Family members, business associates, and/or traveling companions may accompany the member, at no additional cost, on AirMed aircraft during transport, if space is available and the patient care is not compromised. Passengers accompanying members transported on scheduled commercial aircraft will be responsible for their own airfare. While AirMed makes every effort to accommodate its members, the member and an accompanying passenger are limited to one small carry-on bag each due to limited space available on AirMed aircraft. AirMed will arrange for additional luggage to be forwarded at the member's expense.

3. **Qualifications, Limitations and Exclusions.** Membership is subject to the following qualifications, limitations and exclusions:

- (a) Waiting Periods. For the first 30 days of membership, a member may not be eligible for a transport due to illness or injury if the member was hospitalized for the same or a related condition within 30 days prior to the membership effective date.
  - (b) Ineligible and Excluded Transports. A member being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant. A member who is hospitalized at the time of enrollment will not be eligible for transport benefits for that hospitalization and may not be accepted for membership entirely. A member traveling outside of the United States for the sole purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, will not be eligible for air medical transport benefits for that specific medical condition.
  - (c) Extended Travel Limitation. AirMed membership is valid for unlimited U.S. travel and international travel with a limit of 90 days of unbroken travel per trip. For international travel in excess of 90 days of unbroken travel per trip, AirMed offers an Expatriate membership.
  - (d) Maximum Number of Transports. Air medical services are limited to two separate flights per annual membership per year; except for repatriation flights involving multiple family members enrolled in single membership who require simultaneous repatriation. Under these circumstances each family member will receive one transport.
  - (e) Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from ships, isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership benefits and will be the responsibility of the member. Membership benefits do not include helicopter transportation.
  - (f) High Risk / Safety Travel Restrictions. Due to the high risk of sending U.S. registered aircraft and personnel into countries or geographic regions where the U.S. State Department, Department of Transportation, or the Federal Aviation Administration (FAA) has issued travel restrictions, membership services are not available in these areas.
  - (g) High Risk / Safety Medical Restrictions. In regard to the safety of our pilots and medical crew onboard AirMed transport flights, in conjunction with FAA regulatory standards regarding airborne pathogens and flight crew's ability to perform required emergency procedures, and in compliance with restrictions imposed by the U.S. State Department or others, a member will not be entitled to air medical transport benefits if the member's illness or injury is a result of or is contributed to by the following: (i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.
  - (h) Non-Transferrable. Memberships are non-refundable and non-transferable.
4. **Term; Cancellation; No Refunds**. The length of the membership term will be as specified in the membership application and will begin on the enrollment date, which is the date on which the enrollment application is received and payment is successfully processed. A renewal within a current membership term extends the existing expiration date of the membership by the membership term selected; such renewal term begins the day after the current term ends. When

an expired membership is renewed, the new membership term as selected by the member, will begin on the purchase date of the renewal.

AirMed reserves the right to terminate any membership immediately if (i) the annual billing is not paid in full, in accordance with the payment plan that the member selects or (ii) AirMed does not receive payment for other reason.

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