

### AirMedCare Network Municipal Site Membership For Town of Seabrook Island

**Organization:** Town of Seabrook Island  
**Address:** 2001 Seabrook Island Rd.  
Seabrook Island, SC 29455  
**Contact:** Joseph M. Cronin, Town Administrator  
**Phone:** 843-768-5321  
**Email:** jcronin@townofseabrookisland.org  
**County:** Charleston  
**Effective Date:** 01/01/2020  
**Membership Sales Manager/ Base:** Base MT220

#### Parties and Purpose:

AirMedCare Network, having a principal place of business at 1800 Air Medical Dr., West Plains, MO 65775 (hereinafter "AirMedCare Network"), an organization of affiliated air ambulance providers including Med-Trans Corporation D/B/A MEDUCARE Air; and the Town of Seabrook Island (hereinafter the "Town"), a municipality of the State of South Carolina and located at the aforesaid address, both desiring to arrange for MEDUCARE Air membership benefits for Covered Individuals (which term shall be defined herein), of the Town of Seabrook Island, hereby agree as follows:

#### Covered Individuals and Transports:

For the purpose of this Agreement, a "Covered Individual" shall include:

- (1) Any individual who owns property, wholly or in part, within the boundaries of the Town of Seabrook Island, SC (regardless of residency status);
- (2) Any individual whose residence is located within the boundaries of the Town of Seabrook Island, SC, as documented on a valid South Carolina Driver's License, South Carolina Voter Registration Card, or lease agreement with a term of at least six (6) months (regardless of property ownership status); and
- (3) Any individual who resides with and is a member of the immediate household of an individual covered by (1) or (2).

Any Covered Individual, when transported for medical necessity by MEDUCARE Air (or any AirMedCare Network Provider), will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Charleston County, SC; and
- If the Covered Individual transported is uninsured at the time of transport, Med-Trans Corporation (or any AirMedCare Network Affiliate) will bill the Covered Individual at the "Medicare Allowable Rate" for the transport.

#### Fees:

In consideration of the membership coverage of Covered Individuals as set forth in this agreement, the Town of Seabrook Island, SC will pay to AirMedCare Network a total of \$9,269.00 annual for coverage period January 1, 2020 through December 31, 2020.

#### Upgrade Benefit to Covered Individuals:

Any Covered Individual may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees directly to the AirMedCare Network:

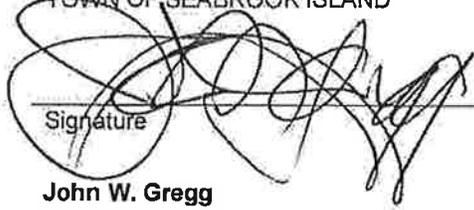
## Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC  
— These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

**Agreed to by:**

TOWN OF SEABROOK ISLAND  
  
\_\_\_\_\_  
Signature  
**John W. Gregg**  
\_\_\_\_\_  
Printed Name

**Mayor**  
\_\_\_\_\_  
Title

**Town of Seabrook Island**  
\_\_\_\_\_  
Organization Name

**17 December 2019**  
\_\_\_\_\_  
Date

AIRMEDCARE NETWORK  
  
\_\_\_\_\_  
Signature  
**Keith Hovey** **JAN 09 2020**  
\_\_\_\_\_  
Printed Name

**Vice President** **AMCN**  
\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date