

Air Evac Lifeteam Full Membership Agreement For Wise County Employees

Name: Wise County, Texas
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Contact: Wise County Treasurer Katherine Canova
Email: treasurer@co.wise.tx.us
Alternate Contact: Wise County Judge Bill McElhaney
Email: cojudge@co.wise.tx.us
County: Wise County
Air Evac Sales Manager: Curtis S Gates TC 6604

WHEREAS Air Evac EMS, Inc., a Missouri corporation [d/b/a Air Evac Lifeteam(hereinafter referred to as "Air Evac Lifeteam or AEL")] is authorized by the State of Texas to offer air ambulance memberships in Wise County, Texas and

WHEREAS the Wise County Commissioner's Court has authorized the sale of Air Evac EMS Inc. memberships by order date of June 1, 2010: and WHEREAS Wise County, Texas, herein referred to as "Member Company", desires to purchase an AEL Air Ambulance Membership for each of its employees;

Now THEREFORE, AEL and Wise County, Texas hereby agree as follows

1. **Agreement-** This agreement is valid for Wise County employees, upon date of acceptance by both Air Evac Lifeteam and Wise County. The cost paid by the Member Company shall cover all employees of the Members Company, who shall be enrolled as Air Evac Lifeteam air ambulance members with all the member privileges and considerations, effective as of the date of this agreement.
2. **Membership and Fees-** The fee charged by AEL shall be \$45 per employee per year. The initial Air Evac Lifeteam Membership Fee for Member Company shall be based on a census of 390 Employees for a total cost to Member Company for annual membership to Air Evac Lifeteam is \$ 17,550.00 per year.
3. **Basic Terms-** All employees must be on Member Company's active payroll. The member census will be adjusted once each quarter. AEL shall provide Member Company both upon written request and at the end of each calendar quarter a list of all covered employees. As Member Company adds employees, it will submit an additional \$45.00 per new member along with their application, at which time such new employee and their household shall also become a member. Air Evac Lifeteam agrees that the information provided by Member Company and its membership shall be confidential and shall only be used by Air Evac Lifeteam for the purposes of delivering of Air Evac Lifeteam and Lifeteam Alert Services. This information will not be used, sold or shared with any other entity for any purpose. This agreement and the benefits therefrom apply to any employee of Member Company who has submitted an application as well as all

household members listed on the application, so long as they are full time residents of the employee's household. If new applications are submitted to AEL by Member Company which result in there being in excess of 390 Member Employees, Member Company shall pay an additional \$45.00 for each such member employee over 390.

4. **Additional Term and Conditions-** Attached hereto as Exhibit "A" and incorporated by reference herein are additional terms and conditions of this agreement.
5. **Cancellation-** This agreement shall be subject to cancellation with a 90 day's prior written notice by either party. In the event of cancellation by AEL prior to the end of an annual coverage term. A pro rate refund of the membership fees prepaid by Member Company shall be immediately paid by AEL to Member Company.
6. **Term and Termination-** The initial term of this agreement shall commence October 1st, 2011 and end on September 31st, 2012, subjecting to the budgeting process of the County for the fiscal year 2011-2012. At the end of the initial term, if the parties agree, they may then renew the agreement annually for up to four (4) one (1) year terms with a thirty day (30) notice of the intent to renew.
7. **Non Appropriation Clause-** If, for any fiscal year, the County fails to appropriate funds in amounts sufficient to perform its obligations under this agreement, the County shall promptly give notice of the non appropriation of funds. The County shall make a reasonable effort to ensure that the funds are appropriated to fully carry out its obligations as set forth in this Agreement. The County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligation under this agreement.

Accepted and agreed this 10th day of MAY, 2010

Wise County, Texas

Air Evac Lifeteam

By: 

Bill McElharney
Wise County Judge

By: 

Keith Hovey
Vice President of Membership

Date: 05/19/11

Date: 6/2/11