



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
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(239) 533-5450

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July 16, 2013

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Roger Desjarlais
County Manager

Andrea Fraser
Acting County Attorney

Laura B. Belflower
*Acting County Hearing
Examiner*

Ms. Randi Dixon
Air Methods Corporation
7211 South Peoria Street
Englewood, CO 80112

SUBJECT: RFP130079 FEDERAL AVIATION REGULATION PART 135
EMERGENCY MEDICAL SERVICES AIRCRAFT OPERATIONS
MANAGEMENT PROGRAM

ENCLOSURE (1): Executed Copy of Air Medical Services and Support Agreement

Dear Ms. Dixon:

Enclosed is your executed copy of the Air Medical Services and Support Agreement between Lee County EMS and Rocky Mountain Holdings, LLC d.b.a. LEEFLIGHT a Subsidiary of Air Methods Corporation.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan
Office Manager

C: Robert Farmer
Scott Tuttle
Caryn Agostino
Project File

LEE COUNTY EMS

AND

ROCKY MOUNTAIN HOLDINGS, LLC

d.b.a

LEEFLIGHT

A Subsidiary Of

AIR METHODS CORPORATION

AIR MEDICAL SERVICES AND SUPPORT AGREEMENT

061813 R-A10a

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GLOSSARY OF TERMS

AMC	Air Methods Corporation, with a primary business location at 7301 South Peoria Street, Englewood, Colorado, 80112, possessing FAA Air Carrier Certificate number QMLA253U.
AMS	Air Medical Services; phrase used to refer generically to the provision of medical transportation services via aircraft.
BACKUP HELICOPTER	Aircraft, designated by AMC, to provide services when the Primary Helicopter is not available.
BASE SITE(S)	The base of operations for the Primary Helicopter for the Flight Program, and any Backup Helicopter, which may be assigned from time to time, to the Flight Program. This is typically where the aircraft and crews would be located when not in the process of completing a mission.
CAMTS	The Commission on Accreditation of Medical Transport Systems
CLINICAL CREW	Two person medical crew consisting of one Registered Nurse and one Paramedic per helicopter; normal clinical staff for the Flight Program.
CONTINUOUSLY	Means 24 hours per day, 7 days per week, 365 days per year.
DIRECTOR OF OPERATIONS	Pilot designated by AMC and recognized by the FAA as the chief of aviation operations for AMC.
FAA	Federal Aviation Administration of the United States Department of Transportation or any successor agency; federal agency with responsibility for oversight of aviation operations.
FARs	Federal Aviation Regulations; regulations published by the Federal Aviation Administration that govern commercial aircraft operations, 14 C.F.R Parts 1-199.
FLIGHT PROGRAM	The air medical services programs operated as result of this Agreement operating and licensed under the call name "LEEFLIGHT"
HELICOPTER(S)	The Primary Helicopter, Backup Helicopter and any other helicopter operated as a result of this Agreement.
LINE PILOT	Pilot, with credentials as described herein, assigned and qualified to fly any aircraft operated in the Flight Program.
MAINTENANCE	Daily and progressive upkeep, repair and inspection of the Helicopter(s) to ensure airworthiness and compliance with Federal and State laws and FAA regulations.

Glossary of Terms (cont'd)

MEDICALLY NECESSARY	The patient's condition is such that the time needed to transport a patient by land, or the instability of transportation by land, poses a threat to the patient's survival or seriously endangers the patient's health, as more fully defined in the rules, regulations and manuals of Medicare. To be considered medically appropriate a request for transport will be generated whenever a paramedic or emergency medical professional determines that emergency air transportation to a higher level of care or specialty services is in the patient's best interest and medically necessary in accordance with applicable emergency medical guidelines. In their determination of Medical Necessity, the paramedic or emergency medical professional will be following the procedures and emergency medical guidelines of a Board certified physician (sponsoring physician) acting as Medical Director and/or Florida trauma alert protocols.
OFF LINE MEDICAL COMMAND	The process of providing indirect medical control usually through clinical protocols or standing orders. This process is typically patient type specific.
PART 135	Section of FAR's relating to on demand air charter operations set forth in 14 C.F.R Part 135. AMC conducts operations under Part 135 Operating Certificate QMLA253U.
PILOT IN COMMAND	On duty Pilot, with credentials as described herein, assigned and qualified to fly any aircraft operated in the Flight Program.
PRIMARY HELICOPTER	Aircraft designated by AMC and permanently assigned as the aircraft for the flight program.
PROGRAM DIRECTOR	Representative appointed by the LEE COUNTY EMS as overall LEE COUNTY EMS responsibility for the functional aspects of the Flight Program.
REGIONAL VICE PRESIDENT	Regional representative of AMC assigned to the Program with Corporate responsibility for business operations of the Flight Program.
SENIOR LEAD PILOT MANAGER	Pilot designated by AMC as the management contact / oversight for the Flight Program
SMS	Safety Management System; Air Methods policies and procedures for the management of risk and safety in the workplace; overseen by the FAA
VFR	Visual Flight Rules

AIR MEDICAL SERVICES AND SUPPORT AGREEMENT

This Air Medical Services and Support Agreement (hereinafter referred to as "Agreement") is made this _____ day of _____, 2013 between Lee County, a political subdivision and charter County of the State of Florida, whose mailing address is PO Box 398, Fort Myers, Florida (COUNTY ") and Air Methods Corporation's subsidiary Rocky Mountain Holdings, LLC, dba LEEFLIGHT, having its principal place of business at 7301 S. Peoria Street, Englewood, CO 80112, a Delaware corporation hereinafter referred to as "AMC". AMC and COUNTY are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties".

WHEREAS, COUNTY is an institution committed to providing EMS services to residents and visitors of Florida; and

WHEREAS, COUNTY desires to gain access to a high quality, cost effective, helicopter critical care transport service program to provide medically necessary patient transport throughout the COUNTY's service area and surrounding service area; and

WHEREAS, AMC is an organization with experience and expertise in the provision of critical care transport services; and

WHEREAS, COUNTY and AMC have expressed a desire to cooperate in pursuing a mutually beneficial approach to operating a regional helicopter critical care transport services program from the Base Site located in Fort Myers, Florida, offering medically necessary critical care patient transport services in a cost effective manner.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1.0 PURPOSE AND SCOPE

1.1 The purpose of this Agreement is to establish a regional helicopter critical care transport services program in cooperation with COUNTY (hereinafter referred to as "Flight Program") serving primarily the LEE COUNTY EMS service area and the surrounding area through cooperation between Lee County EMS and AMC. This service will be available continuously through a base of operations in the region and supported from mutual aid agreements and remote base sites, selected jointly by AMC and COUNTY, near the region. Notwithstanding the terms of Section 1.2 below, the parties agree that the Lee County catchment area is primary with respect to provision of services under this Agreement.

1.2 Transport Decisions

AMC will accept Medically Necessary transport requests from any medical institution or emergency medical service agency within the region, including the bridgeless islands. All transport requests directed to AMC shall be honored by AMC on a "first come-first served" basis or utilizing standard triage principles whenever two transports are requested for the same period. The Parties hereby acknowledge the Flight Program is for the benefit of the Region as a whole and neither AMC nor COUNTY shall have any influence, control over or involvement in decisions regarding the referral or transport of patients from one facility to another; it being the understanding of the Parties that referral and transport decisions are made by referring and receiving physicians and trauma patients will be transported to the

closest appropriate trauma facility in accordance with the needs and best interest of the patient.

1.3 COUNTY use of Air Medical Transport Services.

During the Term and any extension thereof, except where the patient or patient's legal representative has specifically requested otherwise, COUNTY shall recognize and use AMC as COUNTY's preferred provider for all of COUNTY air medical transport needs and requirements. This means that if COUNTY has a need for any air medical transport services, COUNTY shall request that AMC provide such services before COUNTY requests such services from any other provider of air transport services. To this end, COUNTY shall cause all of its officers, directors, agents and employees, together with any and all other persons providing or rendering any medical services at, on behalf of, or through COUNTY or its facilities, to request any necessary or desirable air medical transport services from AMC prior to requesting such services from any other provider thereof. If the Helicopter is unavailable or unable to respond to a COUNTY request for any reason (including without limitation that the Helicopter is responding to another call or request, is out of service or experiencing mechanical or other difficulties), then COUNTY may request emergency air transport services from another air ambulance service.

- 1.4** Independent Contractor Agreement. During the term of this Agreement AMC agrees to provide County with EMS flights within the regional area. AMC will act as an independent contractor with respect to the provision and performance of services. Nothing in this Agreement may be deemed, construed or interpreted as (a) conveying to County any right, title or interest in the Aircraft; (b) conveying to AMC any ability to bind County or act as its agent; or, (c) create in any way an employer/employee relationship, association, partnership, joint venture or principal/agent relations between the parties.

2.0 TERM AND TERMINATION

The initial term of this Agreement (hereinafter referred to as "Initial Term") shall commence on **Aug 1, 2013** (hereinafter referred to as "Commencement Date") and shall terminate **July 31, 2018**. This Agreement may be automatically extended by mutual written consent for four (4) additional one (1) year terms beyond the Initial Term for a total of nine years unless otherwise terminated as provided within this agreement. The Parties reserve the right to renew the contract for additional periods under substantially similar terms and conditions.

This Agreement may be terminated upon sixty (60) days written notice, by either party, in the event that the other party is found to be in default of the Agreement pursuant to the terms and conditions set forth in Section 4.

3.0 LEGAL OR REGULATORY CONCERNS

Notwithstanding any other provision in this Agreement, in the event that either party has reasonably determined that: (1) any federal or state law or regulation makes it unlawful for either party to be bound by the terms of this Agreement; (2) one or more of the provisions of this Agreement may jeopardize AMC's or COUNTY's participation in or payments under Medicare, Medicaid, any successors to these programs, or any other material payer arrangement; (3) this Agreement does not conform with any federal or state laws or regulations or accreditation standards passed subsequent to the Commencement Date of this Agreement; or, (4) the provisions of the Agreement may jeopardize the tax-exempt status of COUNTY or may subject COUNTY or AMC to monetary penalties under any state or federal law, either party may give the other notice of intent to amend

this Agreement to the satisfaction of both parties. The parties agree to immediately enter into bona fide negotiations in good faith to adjust or amend this Agreement accordingly. Notwithstanding Section 2 hereof, if after thirty (30) days of such negotiations the parties cannot reach agreement, either party may terminate this Agreement upon sixty (60) days written notice to the other party.

4.0 EVENTS OF DEFAULT

The following occurrences are events of "default" pursuant to this Agreement:

4.1 Failure of AMC

In the event that AMC has failed to materially discharge AMC's responsibility under this Agreement, COUNTY shall provide to AMC a written description of the failure. In the event that AMC is unable to correct the failure or fails to commence and diligently pursue good faith efforts to remedy such condition within thirty (30) days, AMC shall be in default of this Agreement.

4.2 Failure of COUNTY

In the event that COUNTY has failed to materially discharge COUNTY's responsibility under this Agreement; AMC shall provide to COUNTY a written description of the failure. In the event that COUNTY is unable to correct the failure or fails to commence and diligently pursue good faith efforts to remedy such condition within thirty (30) days, COUNTY shall be in default of this Agreement.

4.3 Resolution of Disputes

The parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The parties agree to exhaust the above procedures prior to asserting any alleged default under or breach of this Agreement or utilizing any remedy provided herein.

Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party will submit to the other a written response. The notice and the response will include: (a) a statement of each party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the disputing party's notice, the executives of both parties will meet at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. If the parties are unable to resolve such dispute within a reasonable period of time, either party may commence a civil action. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

5.0 AVIATION SERVICES

5.1 Aircraft Type

AMC will provide and operate, at AMC's own expense, one (1) twin- engine helicopter in single pilot VFR configuration located in Fort Myers, Florida (hereinafter referred to as "Primary Helicopter"). Subsequent aircraft selection will be at the discretion of AMC in consultation with COUNTY. The Primary Helicopter will be equipped as outlined in Exhibit A. The Primary Helicopter will be painted and identified in colors and paint scheme mutually agreed upon by AMC and COUNTY.

During the term of the Agreement the Parties will record flight requests that could only be performed under IFR conditions. Should the Parties determine it to be financially viable to support an IFR equipped aircraft they will meet to discuss the provision of pilot IFR training and substitution of aircraft as deemed appropriate.

5.2 Aviation Crew

AMC shall provide, at AMC's own expense, a total of four (4) full-time pilots at the Base Site permanently assigned to the Flight Program. One of the four (4) pilots at each Base Site will be designated as a lead pilot who will be an on-site representative of AMC with operational responsibility for the aviation services portion of the Flight Program. The Lead Pilot will report to the Area Aviation Manager who will meet with the Program Director periodically for the coordination of the Flight Program.

AMC acknowledges that County is relying on AMC's experience and expertise in complying with all applicable law with respect to pilot qualifications, experience and licensing.

All pilots assigned to the Flight Program shall possess a Commercial Pilots Certificate Rating and shall have a FAA Instrument Helicopter Rating with instrument experience and otherwise be fully qualified under Parts 61, 120 and 135. All pilots assigned to the Flight Program shall have a minimum of 2,000 hours helicopter flight experience, at least 200 of those hours at night, 5 hours in type and 2 hours of local orientation Flight time. All pilots shall possess a valid FAA Second Class Medical Certificate. All pilots will have completed the helicopter approved ground and flight training programs as specified by AMC policies and procedures, as well as AMC indoctrination and training programs. Prior to assignment to the Flight Program, each pilot will have successfully completed a pilot proficiency flight in the Primary Helicopter completed by a FAA examiner or an AMC check airman. All pilots shall be familiar and knowledgeable of the helipads, heliports, hospitals, refueling centers and airports ordinarily served by the Flight Program and all applicable regulatory requirements.

Pilots assigned to the Flight Program are required to conform to the dress code and conduct while on duty in accordance with the COUNTY and AMC standard operating guidelines. AMC shall provide aviation staff uniforms to include helmets.

If, in the reasonable opinion of COUNTY, an AMC staff member does not demonstrate a high degree of aptitude for the type of customer service required, including a positive mental attitude and good interpersonal relations, COUNTY may make a written request to AMC to review the performance of the individual. AMC will determine the appropriate disciplinary action, up to and including termination of employment. All such employment actions will be handled on a case by case basis within the laws of the State of FLORIDA and according to

Federal and equal opportunity guidelines. AMC will take action on such requests with the intent to resolve them within 30 days of such written request.

AMC pilot staff will be available to participate in appropriate committees, monthly staff meetings and training and orientation programs as requested by COUNTY and approved by AMC. Such approval shall not be unreasonably withheld.

5.3 Aircraft Maintenance

AMC shall insure the airworthiness of each Helicopter operated in the Flight Program and AMC shall have the sole and exclusive authority to insure that each Helicopter is maintained in an airworthy condition when operated pursuant to the terms of the Agreement. AMC may either maintain the aircraft with its own staff or retain a qualified third party to do so. The maintenance of the aircraft shall be conducted in accordance with AMC procedures as in effect from time to time. AMC shall provide COUNTY with not less than seven (7) days advance notification for scheduled maintenance or training being conducted on the Primary Helicopter, or any Helicopter serving the LEEFLIGHT program, that is reasonably expected to exceed 4 hours. It is understood by both parties that this is a planning tool and subject to change due to flight volume, manpower, parts and tools availability. It is also understood that AMC will maintain Operational Control over all maintenance functions in accordance with Federal Aviation Regulations. AMC agrees to communicate scheduled and unscheduled downtime to County.

AMC shall advise COUNTY each week of anticipated out of service events, to include the corresponding estimated time of day, and length of time, that the Helicopter will be unavailable. In addition, AMC personnel shall immediately advise COUNTY at the time the Helicopter is no longer available for response, for any reason.

AMC shall provide the equipment, tools and personnel that it believes are reasonably necessary for the operation, repair and maintenance of the Primary Helicopter, and any Backup Helicopter that may be assigned from time to time. The maintenance program for the Primary Helicopter will comply with all current FAA regulations, the applicable operating and maintenance instructions furnished by the Helicopter manufacturer, manufacturer issued mandatory Service Bulletins, FAA issued Helicopter Airworthiness Directives, applicable federal and state laws and AMC's maintenance practices, to include ordinary and customary condition and equipment as may apply to the Helicopter of this type as used in EMS service.

AMC will assign a full-time maintenance technician to the Base Site for the Flight Program. All maintenance technicians assigned to the Flight Program shall possess a FAA Airframe and Powerplant License and be rated and licensed to maintain the Primary Helicopter type and any Back up Aircraft, which may be assigned from time to time.

Maintenance shall be available continuously, in accordance with AMC policies and procedures. AMC's goal is to maintain a 97% Base in-service rate through effective maintenance, maintenance scheduling and the provision of backup aircraft.

AMC shall be responsible for providing any facilities needed for major maintenance at the nearest feasible location, at the sole expense of AMC.

5.4 Backup Services

AMC shall arrange for back up services through the availability of a similarly equipped Backup Helicopter, as necessary. AMC shall determine at its sole discretion, the most effective way to provide backup services during periods when the Primary Helicopter is not available. AMC will make every effort to minimize the amount of time required in completing scheduled maintenance, major overhauls, and inspection activities.

The Helicopters, pilots, and maintenance support, will have the ability to respond in a timely fashion continuously. The standard for a "timely" response shall be determined by AMC's operational policies.

5.5 Licenses and Certification

AMC shall obtain and maintain, at AMC's own expense, all licenses, permits and operating permits from the FAA, the State of Florida and/or other agencies necessary for operation of the Primary Helicopter, and any Backup Helicopter that may be assigned from time to time. AMC and COUNTY will work together to obtain and retain all of the necessary Certificates of Public Convenience and Necessity (COPCN's) and EMS License under the name Rocky Mountain Holdings, LLC to support the Program.

AMC shall comply with all federal, state and local laws, statutes, rules, regulations and orders pertaining to the operation of the Primary Helicopter, and any Backup Helicopter which may be assigned from time to time, including but not limited to Parts 43, 61, 120 and 135 of the FARs.

AMC warrants that they have not been debarred or suspended from contracting with state or federal agencies. AMC will notify COUNTY if at any time they are suspended or debarred.

5.6 Operational Control

AMC shall have operational control, as defined in FAR Part 1.1, of all aspects of the Flight Program at all times, as it relates to non-clinical matters. Notwithstanding any other provision of the Agreement, AMC shall at all times during the term of the Agreement have sole and exclusive authority over initiating, conducting or terminating each flight of all aircraft. All requests for flights by COUNTY pursuant to the Agreement shall be subject to and conducted in accordance with AMC's operational procedures. The Helicopter(s) will be flown on missions as assigned by COUNTY or other authorized requestors (See Medical Necessity ie. first responders, sending and receiving physicians, other medical professionals). The pilot on duty shall have complete authority to make all decisions concerning the suitability of weather conditions, landing areas, condition of the Helicopter for flight, loading of the Helicopter, and all other factors affecting flight safety and compliance with FAA regulations.

COUNTY agrees that during the term of the Agreement all written material it publishes, in whatever media, including its billing statements and pages on any web site COUNTY maintains referring to the AMC shall contain the legend: AVIATION SERVICES PROVIDED BY AIR METHODS CORPORATION, or such similar legend as the parties may agree upon. In addition, each Aircraft shall bear a legend on its fuselage, legible from the ground (when the aircraft is stationary) identifying AIR METHODS CORPORATION as the operator of the Aircraft.

Both AMC and COUNTY shall comply with any and all FAA Flight Safety requirements and Safety Management Systems for Air Medical Programs.

AMC shall make AMC operating standards available to COUNTY. COUNTY will not release any information that is identified by AMC to be proprietary or trade secret information, unless authorized by AMC to do so or unless otherwise required by law to do so. For all medical transports and other flights, the Primary Helicopter, and any Backup Helicopter, which may be assigned from time to time, shall operate pursuant to AMC's operating standards.

AMC shall participate in COUNTY requested training, public relations, disaster situations, and other non-medical related flights subject to the approval of AMC, which approval shall not be unreasonably withheld.

5.7 Base Sites

AMC shall provide one (1) Base Site, leased through COUNTY, located at Page Field Airport in Fort Myers, FL for the purpose of basing the Primary Helicopter, and any Backup Helicopter, which may be assigned from time to time, aviation crew, clinical crew and maintenance facilities. The Base Site shall include the items outlined in Exhibit B. Any change in a Base Site location shall be mutually agreed upon by COUNTY and AMC.

It is AMC's responsibility to provide a hangar and helipad suitable for air medical services operations. AMC shall obtain and maintain, at AMC's own expense, all licenses, approvals and operating permits from the FAA, the State of Florida, and/or other agencies necessary for operation at the Airport.

5.8 Fuel

AMC agrees to obtain fuel from the LEE COUNTY Port Authority fuel farm, but requests the opportunity to negotiate rates directly with LEE COUNTY Port Authority.

6.0 CLINICAL SERVICES

6.1 Clinical Crew

The Helicopter assigned to the Flight Program will be staffed with a qualified medical crew composed of one (1) Registered Nurse supplied by AMC and one (1) Paramedic supplied by COUNTY assigned to each Primary Helicopter. Any change in the Clinical Crew composition shall be mutually agreed upon by COUNTY and AMC. The Clinical Crew shall be available to allow AMC to respond immediately to all flight requests of COUNTY or any other institution or agency continuously. Clinical Crew Qualifications are listed on Exhibit E. The Clinical Crew, at a minimum, shall meet and comply with all AMC standards, policies, protocols and procedures, to the extent such standards, policies, protocols and procedures are not inconsistent with those of the Florida Department of Health and CAMTS and shall participate in AMC safety, compliance and quality audits and programs. AMC shall share such standards, policies, protocols and procedures with the Clinical Crew and COUNTY prior to signing this Agreement upon request by COUNTY. AMC shall provide training programs about its standards, policies, protocols and procedures at the Base Site. For the benefit of the integrity of care AMC shall provide training consistent with AMC clinical staff training to the COUNTY Paramedics. Such initial training shall be conducted in Denver at AMC's expense. Notwithstanding any training provided by AMC, AMC shall have no liability or responsibility with respect to the clinical competency of the Paramedics supplied by COUNTY. COUNTY will have the sole responsibility to train the Paramedics assigned to the

Flight Program to ensure each such individual possesses the qualities as set forth on Exhibit E. AMC shall reimburse COUNTY for the assigned Paramedics ("COUNTY Crew Fee") in accordance with EXHIBIT C, to be adjusted in accordance with Section 14.

COUNTY shall diligently pursue accreditation by the Commission on Accreditation of Medical Transport Services (CAMTS) with the goal of achieving accreditation within one (1) year of the Effective Date of this Agreement; and, shall participate in the accreditation renewal process. Each Clinical Crew member shall be required to meet all the educational, certification, and experience standards recommended by CAMTS and outlined in the Air Methods Medical Operations Manual, which shall be provided to COUNTY and Clinical Crew. The Parties recognize that compliance with such minimum standards is material to this Agreement.

COUNTY will also provide safety and communications equipment for the Paramedics as approved by the Air Methods Safety Department to include helmets. Uniforms for the Paramedics will be provided by COUNTY.

If, in the reasonable opinion of either AMC or COUNTY, a Clinical Crew member does not demonstrate a high degree of aptitude for the type of Flight operations or customer service required, including a positive mental attitude and good interpersonal relations, either Party may make a written request to the crew member's employer to review the performance of the individual. The employer (either AMC or COUNTY) will determine the appropriate disciplinary action, up to and including termination of employment. All such employment actions will be handled on a case by case basis within the laws of the State of Florida and according to Federal, state and equal opportunity guidelines. The responsible Party will take action on such requests with the intent to resolve them within thirty (30) days of receiving a written request.

The Clinical Crew will be available to participate in appropriate committees, monthly staff meetings and training and orientation programs as requested by COUNTY and AMC, and will be expected to adhere to the Standards of Conduct as described in Exhibit F and the same performance standards as AMC employees.

6.2 Medical Oversight

County shall provide Medical Direction, on AMC's behalf as further described in Exhibit H. Physician medical oversight includes on line and off line medical command for the Flight Program. The medical oversight shall be provided by a medical director ("Medical Director") mutually agreed upon by both COUNTY and AMC. This Medical Director shall comply with all state and federal regulations as applicable for emergency medical service medical directors and will have experience in critical care transport services operations. The Medical Director will develop and implement clinical care protocols for the Clinical Crew and operate a quality improvement program in accordance with COUNTY procedures. The Medical Director shall meet all educational and experience recommendations of CAMTS. The Medical Director shall be responsible for all medical aspects of, and all medical decisions and directions relating to the Flight Program, and COUNTY shall be responsible for all decisions, directions and actions of the Medical Director. The Medical Director or an equally qualified designee, shall meet at least once each month with the AMC Medical Manager and appropriate Medical Team personnel to review, among other things, patient records for appropriateness of transport, patient care and other areas of quality improvement. The

Medical Director shall, to the extent practicable, be actively involved in statewide and regional air medical committees.

6.3 Medical Equipment

AMC shall provide all of the medical equipment, as identified in Exhibit D-1, for the Primary Helicopter and any Backup Helicopter, which may be assigned from time to time. The equipment list shall be adjusted from time to time so that the equipment on board the Primary Helicopter, and any Backup Helicopter which may be assigned, remains in compliance with Florida EMS regulations, applicable governmental regulations and will be consistent with medical equipment used by COUNTY in the Flight Program.

6.4 Medical Supplies

COUNTY shall provide all of the medical supplies, as mutually agreed upon by the Parties. Florida State minimum supply requirements are identified in Exhibit D-2, for use on the Primary Helicopter and any Backup Helicopter, which may be assigned from time to time. The supply inventory list may be adjusted from time to time to remain in compliance with state EMS regulations, applicable governmental regulations and will be consistent with medical equipment used by COUNTY in the Flight Program.

7.0 PROGRAM OVERSIGHT

7.1 Program Management

COUNTY shall provide at their expense, Program Management Services with oversight responsibility for the Flight Program. A Program Manager will be assigned by the COUNTY and approved by AMC, which approval shall not be unreasonably withheld, and shall meet regularly with designated contacts at COUNTY and AMC to obtain feedback on the performance of the Flight Program. The Program Manager will participate as requested by AMC in AMC regional meetings, conference calls and other initiatives.

If, in the reasonable opinion of AMC, the Program Manager does not demonstrate a high degree of aptitude for the type of Flight operations or customer service required, including a positive mental attitude and good interpersonal relations, AMC may make a written request to COUNTY to review the performance of the individual. COUNTY will determine the appropriate disciplinary action, up to and including termination of employment. All such employment actions will be handled on a case by case basis within the laws of the State of Florida and according to Federal, state and equal opportunity guidelines. COUNTY will take action on such request with the intent to resolve them within thirty (30) days of such written request.

7.2 Advisory Board

The Parties to this Agreement will participate on an advisory board ("Board") whose purpose is to provide review and guidance of the operational status, and strategic plan of the program. The Board shall be made up of representatives by COUNTY, and AMC. The Board shall be chaired by the Regional Vice President of AMC. Members making up the Board shall include the Regional Business Director; Regional Medical Services Director; COUNTY Senior Designate; Medical Director; Medical Manager; Director of Emergency Medical Services; and other guests with concurrence of the COUNTY's Senior Designate and the Chair. The Board will plan to meet quarterly, but at a minimum on a semi-annual basis to

review program performance and to discuss market strategy. The Board may meet at other times as determined by a majority of the Board members.

In addition to the advisory board, representatives from AMC's clinical and or operational staff will participate in joint quality assurance and improvement meetings and case reviews as needed. AMC also agrees to participate in quarterly Medical Care Council meetings.

7.3 Safety Advisory Committee

The Safety Advisory Committee shall consist of health care professionals appointed by COUNTY and AMC. The committee shall be not less than five (5) members and not more than nine (9) members representing a variety of operational and safety disciplines with an interest and expertise in critical care transport. The costs of participation shall be borne by the individual committee members or the organizations that they represent. The AMC Regional Safety Director shall be a member and serve as the Chairperson for this committee. AMC shall give due consideration to, but shall not be obligated to follow, the recommendations of the Safety Advisory Committee.

8.0 TRAINING

AMC shall provide, at AMC's own expense, all of the necessary aviation and flight safety training for aviation staff and Clinical Crew involved in the operation of the Flight Program in accordance with AMC's training procedures.

9.0 COMMUNICATION CENTER SERVICES

AMC shall provide communication center services for the Flight Program through its established communication center located in Omaha, Nebraska ("AirCom") continuously. AirCom shall accept critical care transport requests from any referral source, from LEE COUNTY and any receiving facility in accordance with COUNTY policies and procedures. AirCom shall be responsible for assigned operational aspects of communications including, but not limited to, alerts, communication and coordination with flight team and ground agencies, and flight following in compliance with FAA regulations and standards. AirCom functions shall meet all AMC protocols, procedures, and training to ensure consistency with AMC's exclusive responsibility and authority to initiate, conduct and terminate flight operations.

COUNTY shall utilize AMC designated and supplied Computer Aided Dispatch program or be responsible for the timely completion and entry of AMC designated information into AMC's designated alternative data collection program. AMC shall, at its sole cost, provide the necessary aircraft radio equipment to facilitate communication between AirCom and the Primary Helicopter and any Backup Helicopter, which may be assigned from time to time.

COUNTY shall supply radios and cell phones for the Paramedics Clinical Crew.

10.0 ADDITIONAL SERVICES

10.1 Community Education and Outreach

AMC and COUNTY shall, upon mutual agreement, develop a comprehensive community education and outreach plan for the Flight Program as described on Exhibit G. The plan shall be consistent with the mission and goals of COUNTY and the capabilities of AMC and shall cause no conflict of interest between AMC and COUNTY. The plan shall include

development of specific services that will be provided by the Flight Program, identification of regional COUNTY affiliations and a budget for the resources necessary to implement the plan. A Business/Outreach Manager will be assigned by AMC. AMC and COUNTY shall share equally the costs of implementing the community education and outreach program, in addition to all other costs each pays pursuant to this Agreement, including but not limited to personnel costs, aviation costs, advertising costs and the cost of educational materials. The plan and progress against the plan shall be reviewed jointly, on a quarterly basis, by representatives of AMC and COUNTY. Any modifications or alteration of the plan shall require mutual agreement by both parties.

10.2 Aviation Training

AMC shall, from time to time, provide additional training for COUNTY or affiliated institutions on a best effort basis. The allocation of cost for such training programs shall be mutually agreed upon in advance, in writing.

11.0 THIRD PARTY BILLING

AMC shall, at AMC's own expense, have sole authority to bill and collect any and all fees, except in those circumstances when the third party payer requirements dictate another method of billing, for all services provided under this Agreement. AMC shall set the fee schedule and billing policies for all critical care transport services provided by the Flight Program.

All patient records and documentation created on behalf of AMC pursuant to this Agreement, including patient care records, billing records, and other related documents, shall be the responsibility of AMC as the licensed and billing entity. COUNTY agrees that it will retain and, subject to all applicable patient privacy rules and regulations, provide to AMC or their authorized representatives all documents and records necessary for billing and collection for Flight Program services on a timely basis. AMC, and COUNTY to the extent applicable, shall retain all such documents and records, and hold them available for inspection by the respective party for ten (10) years or, if the patient is a minor, until the expiration of ten (10) years after the patient's age of majority, regardless of the date of termination of this Agreement.

All employees of COUNTY and the Flight Program responsible for the submission of data necessary for billing and collection purposes will be responsible for submission of such data in an accurate and timely fashion in the AMC assigned charting system. AMC shall be the sole administrator and holder of the electronic charting system account that will be used for the patient transports provided pursuant to this Agreement. Additionally, COUNTY's employees shall use AMC's standard, pre-approved forms related to patient transports, including but not limited to, the Physician Certification Statement and the patient Authorization and Consent Form. COUNTY and its employees shall cooperate fully with AMC's billing processes, including but not limited to, AMC's documentation requirements, and relevant billing guidelines, policies and procedures, all of which shall be made available to COUNTY upon request. However, nothing in this Section shall be construed as an obligation of COUNTY to be financially responsible for any payment deficiencies experienced by AMC. AMC may, at either Party's request, conduct an annual review of documentation practices and shall work with COUNTY and its employees to ensure awareness of and compliance with AMC's billing and documentation standards.

12.0 TAMMA

COUNTY agrees to use the Air Methods Multi-Disciplinary Application (TAMMA), AMC's real-time multidisciplinary quality management tool, for all patient transports provided as part of this Agreement. Each of the COUNTY's Clinical Crew must upload all relevant professional licenses and certifications to TAMMA before providing services under this Agreement. Additionally, certain AMC management shall have access to all patient records and information uploaded by the COUNTY's Clinical Crew for the purpose of quality assurance and review practices, responses to patient inquiries, and any other appropriate purpose.

Each employee from COUNTY providing services pursuant to this Agreement will be provided with unique login and access codes to TAMMA. COUNTY and its employees will be solely responsible for maintaining the confidentiality and security of these unique access codes and logins, and COUNTY shall not authorize access to TAMMA except for those employees providing services under this Agreement. COUNTY shall promptly inform AMC if an employee no longer provides services under this Agreement so that AMC may terminate that employee's access to TAMMA.

COUNTY shall not take or allow any action that attempts to defeat, disable, or circumvent any security measures that restrict or prevent unauthorized access to, use or copying of any portion of TAMMA. COUNTY's use of TAMMA shall be subject to the Parties' business associate agreement, attached hereto and incorporated in full herein as Exhibit I. The COUNTY's access to TAMMA shall terminate with the termination of this Agreement.

13.0 PROGRAM FEES AND COSTS

13.1 Program Aviation Costs

AMC shall pay all costs associated with the operation of the Primary Helicopter, and any Backup Helicopter, which may be assigned from time to time. These costs include, but are not limited to, aircraft ownership or lease costs, insurance, operating costs, fuel, landing permits, parking fees, ground ambulance fees, hangar rental, and pilot training costs. AMC shall be responsible for all taxes, fees, assessments, sales tax, personal property tax, license and registration fees that relate to ownership, use or operation of the aircraft.

13.2 Program Clinical Costs

COUNTY shall pay all clinical costs for the Paramedics assigned to the Flight Program. AMC shall pay to COUNTY a Clinical Crew Fee as identified in EXHIBIT C, to be adjusted in accordance with Section 14. This fee shall be the sole and complete compensation for the provision of Paramedics in association with the terms of this agreement as defined herein.

In the event that the revenue producing flight volume or payor mix drops to a financially unviable situation that is beyond the reasonable expectations of AMC; AMC and COUNTY will meet to discuss adjustments to the COUNTY Clinical Crew Fee prior to AMC exercising its option to terminate under Section 2.0.

13.3 Base Site Costs

AMC shall provide one (1) Base Site currently located at the COUNTY facility at Page Field in Fort Myers, Florida. AMC shall lease the current Base Site facilities from COUNTY at the rates described on Exhibit C. The location of the existing and any future Base Site shall be

mutually agreed upon between AMC and COUNTY. The Base Site shall be equipped as described in Exhibit B, for the Flight Program.

13.4 Communication Center Costs

AMC shall be responsible for communication center services for the Flight Program through its established communication center located in Omaha, Nebraska ("AirCom").

14.0 FEE ADJUSTMENTS

Fees subject to adjustment under this Agreement as identified in EXHIBIT C, shall be adjusted on each anniversary of the Commencement Date (each an "Anniversary Date") in the manner provided below.

The basis for computing the adjustments to the Fees is the Consumer Price Index for All Urban Consumers, U.S. City Average- All Items published by the United States Department of Labor, Bureau of Labor Statistics (hereinafter, the "Index").

15.0 FAIR MARKET VALUE AND REFERRALS DISCLAIMER

The amounts to be paid hereunder represent the fair market value of the goods and services to be provided as established by arms-length negotiations by the Parties and have not been determined in any manner that takes into account the volume or value of any potential referrals between the Parties or any of their affiliates. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients by any Party to any other Party.

16.0 INSURANCE

16.1 Aviation Liability Insurance

AMC shall maintain the following insurance coverage for the Primary Helicopter, and any Backup Helicopter that may be used from time to time, to be placed with a reputable insurance company, naming COUNTY as an Additional Insured. AMC will maintain aircraft liability insurance including contractual liability insuring the indemnification set forth in this agreement, the aircraft, passenger liability insurance, with no seat limitations; the forgoing to have a combined single limit of not less than \$50,000,000. AMC shall provide evidence of this insurance (ie. copy of the Certificate of Insurance) prior to the Commencement Date, on each anniversary thereof and upon County request any time thereafter. With respect to the Aviation Liability insurance coverage maintained by AMC, COUNTY (together with its officers and directors) shall be named as an additional insured.

16.2 General Liability Insurance

AMC shall maintain general liability insurance, covering its obligations under this Agreement, including contractual liability insuring the indemnification set forth in this Agreement, the forgoing to have a combined single limit of not less than \$1,000,000. AMC shall provide evidence of this insurance (ie. copy of Certificate of Insurance) prior to the Commencement Date, on each anniversary thereof and upon County request any time thereafter. With respect to the General Liability insurance coverage maintained by AMC, COUNTY (together with its officers and directors) shall be named as an additional insured.

COUNTY shall maintain general liability insurance or self-insure as allowed under the Florida Statutes, covering its obligations under this Agreement, including contractual liability, the

forgoing to have a combined single limit of not less than \$1,000,000. COUNTY shall provide evidence of this insurance prior to the Commencement Date and on each anniversary thereof.

16.3 Professional Medical Liability Insurance

COUNTY shall maintain the following insurance or self-insure as allowed under the Florida Statutes, covering its obligations under this Agreement, to be placed with a reputable insurance company-COUNTY shall provide evidence of this insurance prior to the Commencement Date and each anniversary thereof.

AMC shall maintain the following insurance, covering its obligations under this Agreement, to be placed with a reputable insurance company, with COUNTY as an additional insured. AMC shall maintain professional liability insurance, including coverage for medical errors and omissions and contractual liability insuring the indemnification set forth in this Agreement, the forgoing to have a combined single limit of not less than \$2,000,000 per occurrence, with an aggregate limit of three times such per occurrence limit. AMC shall provide evidence of this insurance prior to the Commencement Date (ie. a copy of Certificate of Insurance), each anniversary thereof and upon request of County any time thereafter.

16.4 Workers Compensation

AMC shall carry workers compensation and employer's liability insurance, including stop gap coverage, including all endorsements as may be necessary to insure fully AMC's obligations required by law, with coverage to the statutory limit. This insurance shall be placed with a reputable insurance company, AMC shall provide evidence of this insurance prior to the Commencement Date of this Agreement (ie. copy of Certificate of Insurance), on each anniversary thereof and upon County request any time thereafter.

COUNTY shall carry workers compensation and employer's liability insurance or self-insure as allowed under the Florida Statutes, covering its employees assigned to the Flight Program, which shall include all endorsements as may be necessary to insure fully COUNTY's obligations required by law, with coverage to statutory limit. COUNTY shall provide evidence of this insurance prior to the Commencement Date of this Agreement and on each anniversary thereof.

16.5 Cancellation or Alteration

Each policy carried by AMC to satisfy its contractual obligations hereunder shall provide that no cancellations or material alterations with respect to the insurance be made, unless at least thirty (30) days prior written notice of such cancellation or material alteration is provided to COUNTY.

17.0 FORCE MAJEURE

AMC and COUNTY shall have no liability or responsibility for delay in performance or nonperformance of the obligations set forth in this Agreement resulting from or occasioned by any of the following causes: acts of God, of the public enemy, civil war, insurrections or riots, inclement weather, fires, floods, natural disasters, explosions, tornadoes, earthquakes or serious accidents, epidemics, or quarantine restrictions; embargoes or legal or court orders affecting materials, fuel, oil facilities, airports, and airways; any act of government, any unforeseeable act of the FAA, Department of Transportation, or any foreign counterpart thereof, or any foreign government,

governmental priorities, airport or air traffic control, allocation regulations, embargoes, or orders affecting materials, fuel, oil, facilities, or any aircraft used by AMC hereunder, strikes, labor disputes causing cessation, slowdown or interruption of work or other like circumstances, provided, however, that in the event of any failure or delay in performance due to any of the forgoing, AMC and COUNTY each agree to use its best efforts to promptly remedy such failure or delay so as to permit AMC and COUNTY to perform hereunder. If the cause of such failure or delay in performance is not remedied within thirty (30) days, either party may then terminate this Agreement after thirty (30) days advance written notice.

18.0 ACCESS TO BOOKS AND RECORDS

18.1 AMC Documents

AMC agrees that it will retain and make available upon request of COUNTY, the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between AMC and COUNTY, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. AMC agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of ten (10) years after the completion of this Agreement.

18.2 COUNTY Documents

COUNTY agrees that it will retain and make available upon request of AMC, the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between COUNTY and AMC, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. COUNTY agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of ten years after the completion of this Agreement.

18.3 HIPAA Business Associate Assurances

As detailed in Exhibit I, COUNTY and AMC hereby represent and warrant to the other that each is a "health care provider," as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated under such Act (as the Act and regulations are amended, restated and superseded from time to time, collectively, "HIPAA"), and that they are principally responsible for protecting the confidentiality of all patient-specific "protected health information" (as that term is defined in HIPAA) concerning patients transported by AMC in the COUNTY Flight program. COUNTY and AMC will take such actions and adopt such policies, procedures and protocols concerning patients' protected health information as are necessary to comply with HIPAA.

As health care providers, COUNTY and AMC may each provide Protected Health Information to the other for purposes of treatment, payment or operations (as each such term is defined in the HIPAA Privacy Regulations), provided that COUNTY and AMC each has a relationship with the individual who is the subject of the Protected Health Information.

18.4 Subcontractors

AMC agrees that any subcontractor to which it is, to a significant extent, associated or affiliated with, owns, or is controlled by, or has control of, will similarly be required by AMC to retain and give access to similar books, documents and records. AMC agrees to promptly notify COUNTY of any request it receives for access to AMC records and to furnish a copy of such request. Within the terms of the contract, access will be given within twenty (20) days from the date of the request, unless written objection is made. If COUNTY deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding COUNTY objections will be pursued at COUNTY's sole cost and expense, provided, however, that AMC will provide reasonable cooperation to COUNTY.

COUNTY agrees that any subcontractor to which it is, to a significant extent, associated or affiliated with, owns, or is controlled by, or has control of, will similarly be required by COUNTY to retain and give access to similar books, documents and records. COUNTY agrees to promptly notify AMC of any request it receives for access to COUNTY records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If AMC deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding AMC objections will be pursued at AMC's sole cost and expense, provided, however, that COUNTY will provide reasonable cooperation to AMC.

18.5 Government Requests

If access to the government is granted, it will be granted to AMC's place of business, unless AMC elects, at its option and at its expense, to furnish copies to the government. Any government requested copies will be paid for by the government.

18.6 Compliance with Requests

Compliance with such requests for information shall not provide a basis for a claim for extra compensation under this Agreement.

19.0 NOTICES

All notices, which either party may be required to give the other party, shall be in writing and delivered personally, or sent registered or certified mail, postage pre-paid, return receipt requested, or sent by facsimile or telecopier machine (provided no errors are reported in transmission) to the following:

To AMC:

Air Methods Corporation
Attention: Legal Department
7301 South Peoria Drive
Englewood, CO 80112
Fax Number (303) 792-7568

To COUNTY:

Lee County Public Safety Director
2675 Ortiz Avenue
Fort Myers, Florida 33902

20.0 DISCLAIMERS OF AMC

20.1 Aircraft

COUNTY hereby acknowledges and agrees that AMC is not the manufacturer of the Primary Helicopter or any Backup Helicopter, which may be assigned from time to time, nor the manufacturer's agent with respect to any aircraft it uses in connection with this Agreement.

20.2 Warranties

AMC makes no warranties, guarantees or representations of any kind, express or implied, statutory or otherwise, with regard to the design, original construction or configuration or latent condition of the Primary or any Backup Helicopter which may be assigned from time to time in connection with this Agreement, except that AMC warrants it has no knowledge and has received no information indicating (i) there are any patent or latent defects in the Helicopter or its design, original construction or configuration; or, (ii) the Helicopter has had material operational problems or malfunctions. AMC warrants that it previously has performed, and in the future will perform, all work, maintenance, and operational services under this Agreement, and AMC has supplied and installed and in the future will supply and install all parts, and has made, and in the future will make, such modifications to Helicopter parts, competently, correctly and in accordance with the requirements of the Federal Aviation Act, as amended, the FAR's and all applicable federal, state, and local laws, rules and regulations. Except for work, maintenance, or other operational services performed by it, parts supplied by AMC or modifications to Helicopter parts made by AMC, AMC DISCLAIMS WARRANTIES OF MERCHANTABILITY. COUNTY hereby waives, as to AMC, except as to parts supplied by AMC, all remedies, rights or claims based upon (i) products liability or (ii) special or consequential damages arising out of the use (or inability to use) or condition of the Helicopter. AMC agrees to cooperate fully with the preparation of any potential or actual claim or lawsuit by COUNTY against third parties arising under this Agreement

21.0 INDEMNIFICATION

AMC agrees to assume direct liability for, and to protect, defend, indemnify, and otherwise save and hold the County harmless of and from, and to pay upon demand, the amount of any awards or judgments resulting from any and all liabilities, property damage, personal injury, suits, causes of action, claims, complaints, judgments, damages, losses, costs, damages, penalties, fines, and expenses, including reasonable attorneys' fees, litigation and court costs (collectively, "Claims"), incurred by, asserted, or claimed by any party or entity, not a party to this Agreement on account of the negligent acts, omissions, duties, and/or obligations of the indemnifying party, its officers, directors, employees, agents, and/or contractors, under this Agreement resulting in bodily injury or bodily damage arising from or out of the sole negligence of AMC (such indemnification referred to as the "Liability Indemnification"). For the avoidance of doubt, COUNTY agrees to indemnify AMC for any Claims that are a result of COUNTY's sole negligence in the provision of Clinical Crew services to AMC pursuant to this Agreement.

To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County will be deemed liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or agent of the County while working and acting within the scope of his office or employment under circumstances in which the County, if a private person, would be liable to the claimant for a tort claim. This provision is not intended to waive any right or claim of sovereign immunity held by the County pursuant to Section 768.28, Florida Statutes.

In order to avail itself of the Liability Indemnification, the party claiming entitlement to indemnification must promptly notify the indemnifying party of the facts surrounding the claim and must cooperate with the indemnifying party in the defense against the claim.

Notwithstanding any of the foregoing in this Section, the indemnifying party shall not be required to protect, defend, indemnify and otherwise hold the other harmless, for any:

- (1) act, omission or event which occurs after the Termination of this Agreement; or
- (2) action or inaction that would constitute willful misconduct or gross negligence on the part of the other party; or
- (3) Taxes.

22.0 LIMITATION OF LIABILITY

In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract. Notwithstanding the foregoing, this limitation of liability shall not apply in the context of a claim for indemnity pursuant to this Agreement.

23.0 NO REFERRAL CONTINGENCY

The Parties agree hereto that the benefit 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 it has been and 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 Agreement 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 or Medicaid. No payment made or received under this Agreement 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 or Medicaid. No party shall make or receive any payment that would be prohibited under state or federal law.

24.0 NO PARTNERSHIP OR JOINT VENTURE

Neither Party hereto intends to create a joint venture, partnership or principal and agent relationship by this Agreement. Accordingly, nothing contained herein shall be construed to imply a joint venture, partnership or principal and agent relationship between COUNTY and AMC, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

25.0 GENERAL PROVISIONS

25.1 Amendment

This Agreement supersedes all prior agreements, oral or written, representations, statements, and/or understandings of AMC and COUNTY with respect to the subject matter of this Agreement. The terms and provisions of this Agreement shall not be amended or modified without specific written provision to that effect, executed with the same formality. No oral statement of any person shall in any manner modify or otherwise affect the terms and provisions of this Agreement.

25.2 Assignment

This Agreement shall be binding upon the parties hereto and their successors and permitted assigns, provided, however, that no party may assign, delegate or subcontract its rights or duties under this Agreement without prior written consent of the other party.

25.3 Rights

Nothing in this Agreement shall be construed as creating or granting rights or benefits hereunder to anyone other than AMC and COUNTY.

25.4 Costs

In the event of litigation under this Agreement between AMC and COUNTY, AMC and COUNTY agree that the prevailing party shall be awarded reasonable costs and attorneys' fees related to such action.

25.5 Governed by Law

The provisions of this Agreement and all rights and obligations of this Agreement shall be governed by, and construed in accordance with the laws of the State of Florida and the United States of America. In the event of any controversy, claim or dispute arising in connection with this Agreement or subject matter thereof, the parties agree that they will be subject to the jurisdiction of the district or local courts located in Florida.

25.6 Investigations

AMC shall immediately notify COUNTY if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization that is in any way related to the Flight Program, or if it is sanctioned or disciplined by any such agency or organization. AMC shall also immediately notify COUNTY if it is sued by any party if such suit will or might adversely impact on AMC's ability to meet its obligations under this Agreement.

COUNTY shall immediately notify AMC if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization that is in any way related to the Flight Program, or if it is sanctioned or disciplined by any such agency or organization. COUNTY shall also immediately notify AMC if it is sued by any party if such suit will or might adversely impact on COUNTY's ability to meet its obligations under this Agreement.

25.7 Severability

Each provision of this Agreement shall be considered separable, and if for any reason any provision of this Agreement, is determined to be invalid and/or contrary to any existing or future law, regulation, rule and/or order, such invalidity shall not impair the operations of, or affect those portions of this Agreement which are valid.

25.8 Headings

Captions, sections titles, definitions, referrals, and descriptions are used for reference purposes only, and are contained in this Agreement, only as a matter of convenience and in no way define, limit, extend, describe, or modify the scope of this Agreement or the intent of any provision of this Agreement.

25.9 Execution

This Agreement may be executed in multiple counterparts, each of which may be deemed an original and will constitute one and the same instrument.

26.0 WARRANTIES AND REPRESENTATIONS

AMC warrants and represents as follows:

- (a) AMC is the true lawful owner of the Part 135 Certificate, applicable licenses and COPCN.
- (b) AMC will not permit the Helicopter or Backup helicopter to be operated or possessed by other than currently qualified, rated and certified pilots. All pilots will have at least the minimum total pilot hours required by any policy of insurance covering the Aircraft and will meet or exceed all requirements under any policy of insurance covering the helicopter or applicable law.
- (c) AMC is a validly organized corporation under the Laws of the State of Delaware with authority to do business in Florida and the person executing on behalf of AMC has full power and authority to execute this Agreement on behalf of AMC and, by such execution, bind AMC under this Agreement.
- (d) No action, suit, or proceeding is currently pending or threatened against AMC that will in any material way affect AMC's financial status as of the date thereof, or impair the execution, delivery, or performance by AMC of this Agreement or any other document.
- (e) The execution and delivery of this Agreement by AMC and the performance of the obligations hereunder have been duly authorized by all necessary corporate action; and, do not conflict with any provision of AMC's articles of incorporation, bylaws, any governmental regulations, or any other Agreements that AMC may now have with other parties.
- (f) As of the effective date of this Agreement, AMC is not subject to any restriction that, with or without the giving of notice, the passage of time, or both, prohibits or would be violated by or be in conflict with this Agreement.

27.0 SIGNATURES

IN WITNESS THEREOF, the parties intending to be legally bound hereby have caused this Agreement to be duly executed as of the date and year first above written.

**ROCKY MOUNTAIN HOLDINGS, LLC as
subsidiary of AIR METHODS
CORPORATION, dba LEEFLIGHT**

BY: Edward T. Rupert
Edward Rupert
Senior Vice President

Witnesses: Randi Dixon

Printed name: Randi Dixon

ATTEST:

Clerk of Court, Linda Doggett

By: Joyce Townsend
Deputy Clerk

**LEE COUNTY, FLORIDA, Board of County
Commissioners**

By: [Signature]
, Chair

Approved as to Form

Dawn E. Perry-Lehnert
Dawn E. Perry-Lehnert
Office of County Attorney

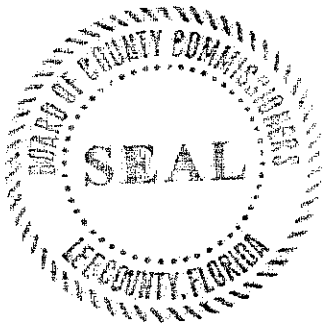


EXHIBIT A
PRIMARY HELICOPTER EQUIPMENT

Aircraft

Manufacturer:	American Eurocopter EC135-
Status:	Used
Certification:	Single Pilot VFR with NVG compatibility; 3 sets of NVG's supplied
Engines:	Twin Engine
Patient Capacity:	Current configuration or as mutually agreed to
Aircraft Paint Design	Current paint and LEE COUNTY EMS logo-branding

Final approval of built in medical equipment and configuration rests with AMC and COUNTY by mutual agreement.

EXHIBIT B
BASE SITE REQUIREMENTS

- Parking for Staff
- Helipad
 1. 120V power
 2. Hose bib and water for aircraft washing
 3. Lighting for minor maintenance
 4. Storage area for mechanics equipment in close proximity to the Aircraft
 5. Maintenance on the COUNTY helipad and related equipment
- Office Space (in close proximity to the aircraft)
 1. Common Crew Area
 2. Pilot Planning Area
 3. Medical Crew Work Area
 4. Pilot Rest Area (1 bedroom) and 2 medical crew members rest area (2 bedrooms)
 5. Storage space for advanced life support equipment, medical supplies and limited storage space for light aircraft maintenance
 6. Mechanic work area
- Telephone Access
 1. Crew Phone
 2. Pilot Phone
 3. Pilot Modem Access
 4. Crew Fax Line
 5. Mechanic phone and modem access
- Mechanic Tool and Supply Area (close proximity to the aircraft)
- Bathroom and Shower Access
- Dirty Utility Area Access
- Computer
- Fax
- Kitchen Facilities

EXHIBIT C
FEES

AMC SHALL COMPENSATE COUNTY:

COUNTY CLINICAL CREW FEE:\$600 per completed patient transport

BASE SITE LEASE FEE\$3,500 per month

MEDICAL DIRECTION\$3,500 per month

EXHIBIT D-1
MEDICAL EQUIPMENT LIST

Primary Response Bag (content list provided)

Propaq Monitor

Monitoring capabilities include:

- 3 Lead ECG Monitoring
- Oxygen Saturation Monitoring
- Capnometry Monitoring
- Non-invasive Blood Pressure Monitoring
- (2) Invasive Pressure Monitoring Ports
- Vital Signs Trending

Cardiac Monitor

Monitoring capabilities include:

- External Pacer
- Defibrillator
- 3 Lead ECG Monitoring

Transport Ventilator -

Operating modes include:

- Control
- Assist Control
- SIMV

Baxter Syringe Pumps

4 pumps on-board and additional available on request

Transvenous Pacemaker

Portable and On Board Suction Units

Primary and Secondary Drug Bags (content list provided)

Pediatric Bag (content list provided)

EXHIBIT D-2
MEDICAL SUPPLY LIST

ITEM

Equipment

1. Laryngoscope handle with batteries.
2. Laryngoscope blades; adult, child and infant size.
3. Pediatric I.V. arm board or splint appropriate for I.V. stabilization.
4. Disposable endotracheal tubes; adult, child and infant sizes. Those below 5.5 mm shall be uncuffed.
2.5 mm-5.0 mm uncuffed;
5.5 mm-7.0 mm;
7.5 mm-9.0 mm
5. Endotracheal tube stylets pediatric and adult.
6. Magill forceps, pediatric and adult sizes.
7. Device for intratracheal meconium suctioning in newborns.
8. Tourniquets.
9. I.V. cannulae between 14 and 24 gauge.
10. Macro drip sets.
11. Micro drip sets.
12. I.V. pressure infuser.
13. Needles between 18 and 25 gauge.
14. Intraosseous needles and three way stop cocks.
15. Assorted syringes.
16. Monitoring electrodes for adults and pediatrics.
17. Glucometer.
18. Pediatric length based measurement device for equipment selection and drug dosage.
19. Flexible suction catheters assorted sizes.
20. Multitrauma dressings.
21. ABD pads.
22. Sterile gauze pads.
23. Adhesive tape assorted sizes.
24. Patient restraints, wrist and ankle.
25. Soft roller bandages.
26. Bandage shears.
27. Sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel, and cord clamps or cord ties.

28. Burn sheets.
29. Flashlight with batteries.
30. Vaseline gauze.
31. Gloves – latex or other suitable material. For all crew members.
32. Face masks for all crew members.
33. Naso and oropharyngeal airways assorted sizes.
34. Safety goggles or equivalent meeting A.N.S.I. Z87.1 standard.
35. Bulb syringe separate from obstetrical kit.
36. Thermal, absorbent, reflective blanket.
37. Standing orders.
38. Electronic waveform capnography capable of real-time monitoring and printing record of the intubated patient (effective 01/01/2008).

MEDICATION

1. Atropine sulfate.
2. Dextrose 50 percent.
3. Epinephrine 1:1,000
4. Epinephrine 1:10,000
5. Ventricular dysrhythmic.
6. Sodium Bicarbonate.
7. Naloxone (Narcan).
8. Nitroglycerin.
9. Benzodiazepine
sedative/anticonvulsant.
10. Inhalant beta adrenergic
agent of choice with
nebulizer apparatus, as
approved by the medical director

EXHIBIT E

CLINICAL CREW QUALIFICATIONS

General

The Clinical Crew shall meet the minimum qualifications and performance standards as outlined in the AMC Operational Policy and Procedure manual. COUNTY shall provide access to educational opportunities for the Medical Team members consistent with those afforded to COUNTY employees in the COUNTY's critical care areas. COUNTY will be responsible for: (i) Basic Life Support; (ii) Advanced Life Support; and (iii) Pediatric Advanced Life Support.

AMC provides for continuing education that is considered mandatory initial and recurrent training for all flight team members, unique from those certifications necessary for COUNTY critical care staff. AMC mandatory certifications and requirements include, but are not limited to: (i) FLORIDA Licensure; (ii) Advanced Trauma Life Support; (iii) Neonatal Resuscitation Provider; and, (iv) CAMTS certification recommendations

Flight Nurses

- The flight nurse functions as a member of the critical care transport team and is responsible for the care of the critically ill and injured patients transported by the Flight Program. The flight nurse functions in the field and COUNTY environments after an extensive orientation. Responsibilities include patient care that incorporates advanced assessment, stabilization and intervention skills working under standards and protocols approved by the Medical Director. Use of these protocols and standards may require independent judgment if immediate contact with the medical command physicians is unavailable.
- Qualifications: Trauma Nurse Core Curriculum
 Registered Nurse with at least three (3) years critical care experience/ED,
 Excellent communication skills and customer service skills.
 Current certifications in BLS/CPR; ACLS; PALS
 or equivalent; TNCC, ATLS, or TNATC; NRP if
 program provides high-risk OB and/or neonatal
 transports
 Current Florida paramedic certification

Clinical Requirements: One intubation per month, either with mannequin or actual patient.

Must complete the 40 hour DOT Air Crew Curriculum Course within one year of hire.

Must complete annual competency tests.

Paramedics

- The Paramedic functions as a member of the critical care transport team and is responsible for the care of the critically ill and injured patients transported by the Flight Program. The Critical Care Transport Paramedic functions in the field and COUNTY environments after an extensive orientation. Responsibilities include patient care, which incorporates advanced stabilization and intervention skills working under standards and protocols approved by the Medical Director. Use of these protocols and standards may require independent judgment if immediate contact with the medical command physicians is unavailable.
- Qualifications: At least three (3) years of first response ALS field experience at the paramedic level,
 Current certifications in BLS/CPR; ACLS;
 PALS or equivalent; ITLS or PHTLS;

NRP if program provides high-risk OB
and/or neonatal transports
Current Florida paramedic certification
Excellent communication skills and customer service skills.

Clinical Requirements: One intubation per month either with mannequin or an actual patient. Must complete the forty (40) hour Air Crew Curriculum Course within one (1) year of hire.

Program Manager (COUNTY)

- The Program Manager is responsible for providing a coordinated air/land patient transport system for the Air Medical Program. This includes monitoring all day-to-day operations including aviation, land and communications components; general administration; and personnel management of the Flight Program. Specific responsibilities include: development of employment procedures, policies, protocols, and systems of measures for achieving the best possible system performance. The Program Manager is responsible for monitoring contractual performance as it relates to the Flight Program, overall leadership of the Program and ensuring that the needs of the clients are met.
- EDUCATION AND TRAINING: Bachelor's Degree
- EXPERIENCE: Five (5) years experience in air medical leadership
Qualification as a flight nurse or flight paramedic
Previous flight experiences (5 years minimum)
Excellent communication skills
Excellent customer service skills
- LICENSE AND CERTIFICATION: ACLS, PALS, ATLS
Pre-COUNTY certification (EMT-P)

Medical Director (COUNTY)

- The Medical Director is responsible for the clinical quality of the patient transportation system. This includes developing and implementation systems to monitor clinical care delivery. The Medical Director will identify relevant issues, and enhance the quality of care delivery.
- EDUCATION AND EXPERIENCE: Board Certification in Emergency Medicine
Transport experience including rotor and fixed wing
10 years of clinical experience
5 years experience with medical
Excellent communication skills
Excellent customer service skills

EXHIBIT F

STANDARDS OF CONDUCT

The Standards of Conduct are fundamental and are based on the expectation that all associated with AMC and COUNTY shall exceed these requirements. AMC and COUNTY are committed to the highest standards of business ethics and integrity. As a minimum standard, everyone associated with AMC and COUNTY will conduct their activities in compliance with applicable laws. Everyone associated with AMC and COUNTY has a duty to act in a manner consistent with their core values and the following standards derived from them. The parties agree to abide by the following Standards of Conduct in every regard with respect to its conduct at the facility or with respect to business or activities:

- Exercise good faith and honesty in all dealings and transactions.
- Create a workplace that fosters community, respects the inherent dignity of every person, promotes employee participation and ensures safety and well-being.
- Maintain a high level of knowledge and skill among all who serve in order to provide a high quality of care.
- Provide accurate and truthful information in all transactions.
- Maintain and protect the confidentiality of patient, employee and organizational information.
- Exercise responsible stewardship of both human and financial resources
- Avoid conflicts of interest and/or the appearance of conflicts.

EXHIBIT G
JOINT MARKETING PROGRAM

The Parties' marketing activities for the base shall be conducted as follows:

1. COUNTY shall collaborate with AMC to oversee and direct the marketing activities for the Base. COUNTY shall provide market information and direction, as appropriate.
2. The Program Director shall coordinate public relations marketing activity as determined by the Joint Marketing Program, as determined by the COUNTY Marketing Department and AMC marketing designee.
4. AMC will provide reasonable flight services to designated sites for marketing, as reasonably agreed upon between the Parties. As a general guidance, AMC will provide 24 hours per year of flight time at their sole expense to support the Joint Marketing Program. AMC and COUNTY will work together to schedule and implement any public relations flight requests that are made. All such requests and base tours will be documented in accordance with the AMC public relations request form. AMC will keep on file a copy of all public relations requests, as required to maintain accreditation standards.
5. COUNTY shall provide appropriate COUNTY personnel as reasonably necessary in connection with marketing the flight services to be provided by AMC hereunder.

EXHIBIT H
MEDICAL DIRECTOR DESCRIPTION

BASIC FUNCTIONS & RESPONSIBILITIES: Responsible for maintaining standards of patient care during transport by providing supervision, education and coordination for medical flight crew members; reviews, revises, and approves all medical protocols to direct patient care as defined by the Medical Standards manual; works collaboratively with the Medical Manager to insure quality patient care through the Performance Improvement program; works collaboratively with the University Hospital & Air Methods Corporation to insure professional working relationships are successfully established

CHARACTERISTIC DUTIES: □

- Supervises quality of patient care provided by the medical flight team
- Provides “off-line” medical direction and control for the medical flight team, as well as “on-line” medical direction during regular duty time. When he/she is not available, an alternate physician will be appointed to provide medical direction.
 - Serves as a full member of the One Step Air Helicopter Service Quality Management team, and acts as a liaison with health care providers from referring and receiving hospitals and health care facilities to assure continuity of care.
 - Monitors and evaluates daily One Step Air Helicopter operations through:
 - o Availability to consult individually with team members on new or evolving clinical or operational issues.
 - o Regular review of transport records and critiques (such oversight to include issues of team utilization, transport and response times, aviation and medical safety concerns and comments from referring and receiving facilities.)
 - Participates in the interview process for hiring new medical employees.
 - Participates in and supervises the training of medical personnel, including physicians, when appropriate. Approves orientation program for medical crew members.
 - Approves and monitors medical control plan that will include the following:
 - o treatment protocols
 - o triage protocols
 - o communications protocols
 - o transfer protocols
 - o standing orders
 - o continuing education plans
 - Will maintain, or cause to have maintained, records of training and continuing education on each member of the transport team, and such information will be available at all times.
 - As clinical consultant to the One Step Air Helicopter team, will determine criteria for patients eligible for transport and provide medical approval as to appropriateness for transport on an as-needed basis.

- Will maintain competency in patient care capabilities and limitations, infection control, stress recognition and management, altitude physiology/stressors of flight, and hazardous materials recognition and response.
- Will provide education annually on advanced trauma pathophysiology to include a skills lab for advanced procedures; including cricothyrotomy, pericardiocentesis, needle thoracostomy, intraosseous insertion, advanced airway management, and any other procedure approved by state regulatory agencies.
- This education may be accomplished during a non-patient encounter (i.e. skills lab on manikin, cadaver or animal) and/or during an actual patient encounter via direct supervision of flight team performance of skills with or without hands-on assistance by the medical director.
- Will maintain working knowledge of EMS and trauma regulations appropriate to the Service Area.
- Will maintain currency in trends and developments that impact standard of care in the transport environment, and will keep Medical Manager informed of these developments so that medical protocols can be revised accordingly.
- Will work collaboratively with the One Step Air Medical Manager to enhance business relationships within the medical community.
- Other duties as assigned.

Licenses & Certificates:

Licensed to practice medicine in the state of Florida
 Certifications in ATLS and ACLS or equivalent education

Experience:

Board Certification in Emergency Medicine or Critical/Trauma Care. Past or current practice in patient care transport. Participation in local, state and national committees related to air medical transport.

License & Certificates:

Current membership in the Air Medical Physicians Association. Certifications in pediatric and neonatal training programs (or equivalent education or specialty physician consultant available)

COMPETENCIES: Maintains competencies in advanced skills defined in the RMHLLC Helicopter Policy & Procedure Manual to be able to instruct and test medical personnel on an annual and as-needed basis. Knowledgeable in flight physiology concepts, and incorporates same into protocols. Annual EMTALA training required.

SKILLS: Maintains skills necessary to practice medicine within scope of practice, and maintains skills required of medical personnel to be able to instruct and test on an annual and as-needed basis. This maintenance of skills may be accomplished in the physician's own clinical practice as well as during patient contact as may be required by State of Florida or local regulations governing program.

EXHIBIT I

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA Agreement") is made a part of this Air Medical Services and Support Agreement ("Service Agreement") between Lee County and Air Methods Corporation. As the circumstances warrant, "Business Associate" or "Covered Entity" shall mean either AMC or COUNTY.

1. **Definitions.** Terms used but not otherwise defined in this Agreement shall have the meaning ascribed in Section 160.103, or elsewhere, in the Regulations.
 - a. **"Business Associate Functions"** means functions performed by Business Associate on behalf of Covered Entity, which involve the creation of, access to, use or disclosure of, PHI by Business Associate or agents or contractors of Business Associate. Business Associate Functions known at the time this Agreement is executed are listed on attached Exhibit I.
 - b. **"Electronic Protected Health Information" or "ePHI"** means PHI that is maintained or transmitted in electronic media.
 - c. **"HIPAA"** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d to 1320d-7, and future amendments thereto, and the Regulations issued thereunder.
 - d. **"HITECH"** means the federal Health Information Technology for Economic and Clinical Health Act, signed into law on February 17, 2009.
 - e. **"Individual"** means the same as the term "individual" in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
 - f. **"PHI"** means protected health information, as defined in 45 C.F.R. §164.501, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for Covered Entity.
 - g. **"Regulations"** mean the final Regulations implementing the privacy and security provisions of HIPAA, as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160 and 164 (in the case of privacy) and at 45 C.F.R. Parts 160, 162 and 164 (in the case of security).
 - h. **"Required by Law"** means the same as the term "Required by Law" in 45 C.F.R. §164.501.
 - i. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system affecting ePHI.
 - j. **"Service Agreement(s)"** means all agreements, whether written or oral, and whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate. Existing Service Agreement(s) are listed on attached Exhibit I.

2. **Purpose.** Business Associate will have access to PHI and ePHI in order to perform its functions. All references to PHI herein shall be construed to include ePHI. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates. The purpose of this Agreement is to obtain satisfactory written contractual assurances from Business Associate that Business Associate will appropriately safeguard such PHI in accordance with Sections 502(e)(1) and 504(e)(1) of the Regulations.
3. **Permitted Uses and Disclosures of PHI.** Business Associate shall only use and disclose PHI for the following purposes:
 - a. To perform Business Associate Functions.
 - b. As needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
4. **Special Conditions on Disclosure for Business Associate's Purposes.** Before Business Associate may *disclose* PHI to another party for a reason described in subparagraph 3b, one of the following two conditions must be met; either —
 - a. The disclosure must be *required by law*; or
 - b. Business Associate must obtain *reasonable assurances* from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it to such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.
5. **Assurances of Business Associate.** As an express condition of performing Business Associate Functions, Business Associate agrees to:
 - a. Use and disclose PHI only as permitted or required by this Agreement, or as otherwise required by law.
 - b. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
 - c. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Agreement or in the Service Agreement(s).
 - d. Report to Covered Entity's designated information security officer, within three (3) business days of discovery by Business Associate, any "breach" of "unsecured PHI" (as those terms are defined by 45 C.F.R. § 164.402), together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of any such unauthorized disclosure. For purposes of reporting a breach to Covered Entity, the discovery of a breach shall occur as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall comply with the breach notification requirements set forth in 45 C.F.R. §164.400 *et seq.* Specifically, notice of a breach shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - e. Provide individuals with access to and copies of their PHI maintained in designated record sets, and limit fees therefore, pursuant to §164.524 of the Regulations.

- f. Notify Covered Entity within three (3) business days of any request by an individual to amend PHI maintained by Business Associate, direct the requesting individual to Covered Entity for handling of such request, cooperate with Covered Entity in the handling of such request, and incorporate any amendment accepted by Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to any amendment of PHI.
- g. Notify Covered Entity within three (3) business days of any request by an individual for an accounting of disclosures, direct the requesting individual to Covered Entity for handling of such request and provide Covered Entity within ten (10) days thereafter with all information in its possession or in the possession of its agents and contractors, which is needed to permit Covered Entity to respond to the request for accounting in accordance with §164.528 of the Regulations. Business Associate agrees to retain necessary records from which to respond to requests for an accounting.
- h. Make its internal practices, books and records, including policies and procedures and PHI, relating to the use and/or disclosure of PHI available to the Secretary of Health and Human Services or his or her designee for purposes of determining Covered Entity's compliance with the Regulations.
- i. Return to Covered Entity or destroy (and not retain a copy) all PHI in its possession, upon the termination of the Service Agreement(s) or as soon as such PHI is no longer needed by Business Associate to perform its responsibilities thereunder, whichever comes first, and require its agents and contractors to do likewise. To the extent that return or destruction is not feasible, the protections of this Agreement shall remain in effect for so long as Business Associate or its agents or contractors has possession of or access to such PHI, and Business Associate agrees to limit further uses and disclosures of PHI to those purposes which make return or destruction infeasible.
- j. Ensure that all agents and contractors who will create, receive, use or disclose PHI agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate hereunder.

6. **Security Assurances of Business Associate.** If Business Associate creates, receives, maintains or transmits ePHI on behalf of Covered Entity, it further agrees to:
- a. Implement administrative, physical and technical safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI as required by HITECH and 45 C.F.R. Part 164 Subpart C ("Security Rule").
 - b. Make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Security Rule.
 - c. Ensure that any agent, including any subcontractor, to whom it provides ePHI, or with whom it contracts to create, receive, maintain or transmit ePHI, agrees to implement reasonable and appropriate safeguards to protect such ePHI.
 - d. Report to Covered Entity any successful Security Incident involving Covered Entity ePHI of which Business Associate becomes aware.

7. **Responsibilities of the Covered Entity.** Covered Entity agrees to:

- a. Notify Business Associate promptly if Covered Entity agrees to any voluntary restrictions on the use or disclosure of PHI pursuant to 45 C.F.R. §164.522 which will affect Business Associate's use or disclosure of PHI under the Service Agreement(s).
 - b. Furnish Business Associate with a written or electronic copy of its Notice of Privacy Practices ("Notice") at the time this Agreement is executed and thereafter promptly furnish Business Associate with a written or electronic copy, or post a copy on its web site, of all amendments or revisions to the Notice.
 - c. Make a reasonable effort to inform and provide Business Associate with a copy of any amendment to PHI maintained in a designated record set which is accepted by Covered Entity. Business Associate thereafter agrees to incorporate any such amendment in any disclosure of the amended PHI.
8. **Supervening Law.** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as it determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, Business Associate shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate the Service Agreement(s) on not less than thirty (30) days' written notice to the other.
9. **Term and Termination.**
 - a. **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and/or contractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Service Agreement(s) and shall continue in effect until Business Associate has performed all obligations under this Agreement.
 - b. **Termination by Covered Entity.** Covered Entity may immediately terminate the Service Agreement(s), if Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure to take reasonable steps to cure is grounds for immediate termination of this Agreement.
 - c. **Return/Destruction Infeasible.** In the event Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide Covered Entity with notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate shall only be required to return or destroy PHI when it is feasible to do so.
10. **Miscellaneous.** The following miscellaneous provisions shall apply throughout the term of this Agreement:

- a. **Covered Entity.** For purposes of this Agreement, Covered Entity shall include the named Covered Entity and all entities covered by a joint Notice with Covered Entity, whether as part of an affiliated covered entity or an organized health care arrangement.
- b. **Survival.** The respective rights and obligations of Business Associate and Covered Entity hereunder shall survive termination of this Agreement, for as long as Business Associate maintains PHI on behalf of Covered Entity, according to the terms hereof and the obligations imposed on Covered Entity under HIPAA.
- c. **Interpretation; Amendment.** This Agreement shall be interpreted and applied in a manner consistent with Covered Entity's obligations under HIPAA. All amendments shall be in writing and signed by the parties, except that this Agreement shall attach to additional Service Agreement(s) entered into between the parties in the future without the necessity of amending this Agreement or Exhibit I hereto each time. This Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Service Agreement(s) or other means.
- d. **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations hereunder.
- f. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in Florida.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA Agreement to be duly executed in its name and on its behalf.

LEE COUNTY EMS

By: _____

Print Name: ROBERT FARMER

Print Title: DIRECTOR OF PUBLIC SAFETY

Date: 7/15/13

AIR METHODS CORPORATION

By: _____

Print Name: Edward T. Rupert

Print Title: Senior Vice President

Date: 07/01/2013

**EXHIBIT 1
TO
BUSINESS ASSOCIATE AGREEMENT**

LIST PHI TO WHICH BUSINESS ASSOCIATE WILL HAVE ACCESS:

- | | |
|--|---|
| <input type="checkbox"/> Patient demographics | <input type="checkbox"/> Billing/charge information |
| <input type="checkbox"/> Medical records information | <input type="checkbox"/> PHI in media format (photos, video, etc) |
| <input type="checkbox"/> Other (explain) _____ | |

SPECIAL TERMS (if any):

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** AIR MEDICAL SERVICES AND SUPPORT AGREEMENT**SUBJECT:** Project known as: Federal Aviation Regulation Part 135 Emergency Medical Services Aircraft Operations Management Programbetween Lee County and Air Methods Corporation
Address: 353044**Reference:** Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement

June 18, 2013 Agenda Item No. A10a

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of Routed by Procurement Management

Project Sponsoring Department

- ☐ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received Date returned/forwarded Signed

- (2) By Procurement Management
☒ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received 7-3-13 Date returned/forwarded 7-3-Signed Diana Khan2013 JUL -5 AM 10:23
RECEIVED BY
LEE CO. ATTORNEY

- (3) By the Risk Management
☐ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received Date returned/forwarded Signed

- (4) By the County Attorney
☒ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received 7-08-13 Date returned/forwarded 07-08-13Signed Andrea H. PauerRECEIVED
JUL -8-2013
CLERKS OFFICE

- (5) **DEPARTMENT DIRECTOR, COUNTY MANAGER, BOARD**
(6) Clerks Office, Minutes Department 070913- JV
(7) **PROCUREMENT MGMT.** Diana Khan