

#10

PHI Cares Organization Memberships – Benefit for NAVARRO COUNTY TX EMPLOYEE

Membership Manager / Base: Texas

Organization: Navarro County TX Employee

**Mailing Address: 300 W 3rd Ave Suite 2
Corsicana, TX 75110**

Contact: Julie Wright

Phone: 903-654-3039

Email: jwright@navarrocounty.org

Group Discount Pricing: \$20.00

| | | |
|---------------------|---------------------|-------------------|
| | <u>Annual Rate:</u> | <u>Total:</u> |
| QTY 308 Memberships | \$20.00 ea. | \$ 6,160 |
| | Total: | <u>\$6,160.00</u> |

Applicants:

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

General Conditions:

1. Employee memberships will be effective upon PHI Air Medical's receipt of (a) this Agreement signed by **Navarro County TX**, (b) payment as provided above and (c) employee list completed by **Navarro County TX**. Memberships will automatically expire for an employee at the time they are no longer employed with the company. **Navarro County TX** must notify PHI Cares of Terminations and additions. No refunds.
2. PHI Cares agrees that Lists (a) will be used by PHI Cares only for the purpose of delivering PHI Cares services, (b) will be treated like any other PHI Cares confidential information and will not be used, sold, or shared with any third party inconsistent with this provision.
3. This membership discount plan will be effective for 12 months, effective as of **November 1, 2025**, and will be evaluated by both parties annually at least 30 days prior to anniversary date, if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by PHI Cares before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party.

Terms and Conditions

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

(a) *List of Members.* **Navarro County TX** will provide PHI with a headcount list at the commencement of this Agreement containing, at a minimum, each employee/employee name and their physical address. This list will be maintained by **Navarro County TX** and shared with PHI anytime there are changes to the headcount.

(b) *Additional Membership Purchases.* Additional household memberships may be purchased monthly and added to the official master list for the remainder of the Term of this Agreement. All memberships added and purchased during the Term of this Agreement will expire at the expiration date of this Agreement.

(c) *Membership ID #.* PHI will provide members with membership cards and membership stickers. The membership cards will contain the Membership ID # for the household and the Validity Date.

(d) *Notifying PHI.* It is the responsibility of any transported person or representative thereof to contact PHI and notify it that a flight has occurred. In addition, in order to avoid receiving a bill for their medical transport, Employees should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of Employees' PHI Cares membership. Additionally, PHI Cares Patient Accounts department will check with the Membership Department as part of its due diligence to ensure a member is not billed.

(e) *Not Insurance Product.* MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.

(f) *Coverage.* Each membership covers the entire household (i.e., each individual member of the household that is an Employee of **Navarro County TX**) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.

(g) *Unavailability.* Company acknowledges that PHI may not always have an aircraft available to provide a transport due to prior use, weather, mechanical downtime, or other reasons, as set forth more fully in the PHI Cares Terms and Conditions. Further, medical or dispatch personnel may call another air ambulance provider in which event a PHI Cares membership will not cover the medical transport. Company acknowledges and agrees that PHI will have no liability to Company or any Company Member as a result of PHI's inability to respond to a transport request for any Company Member.

(h) *Household.* For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.

(i) *Refunds.* No refunds will be extended to **Navarro County TX** (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

(j) *Conflicts.* Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

Miscellaneous.

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

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

PHI HEALTH, LLC

By: Mark Leighton

Name:

Title: President, PHI Cares

Date

NAVARRO COUNTY TX EMPLOYEE

Print:

Name:

Title:

Date:

Address for Notices:

2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008

With a copy to:

PHI Health, LLC
2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008

Attn: Legal Department
legal@phiairmedical.com

Address for Notices:

300 W 3rd Ave, Suite 2
Corsicana, TX 75110

Attn: Julie Wright

903-654-3039

jwright@navarrocounty.org