



Amador-Calaveras Group Membership Application

Group Membership Annual Fee: **\$190.00**

Name: _____ DOB: _____

Spouse/Partner: _____ DOB: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Eligible Family Members: (You may list additional family members on a separate sheet.)

Name:	Relationship:	Date of Birth:
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICES REQUIRED BY THE DEPARTMENT OF MANAGED HEALTH CARE:

(A) **BEFORE YOU PURCHASE:** If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) **WARNING:** This Membership Plan is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to the person(s) listed on this form. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Plan is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

(C) **COMPLAINTS:** For complaints regarding this Ambulance Plan, or if you have questions regarding the Plan, first attempt to call American Legion Ambulance Service at 209-223-2963. If American Legion Ambulance fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-800-400-0815. The Department's website is <http://www.dmhc.ca.gov>. You may obtain complaint forms and instructions online.

(D) **OPERATING UNDER CONDITIONAL EXEMPTION:** This Ambulance Plan is operating pursuant to an exemption from the Knox- Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 et seq.).

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I hereby apply for membership in the Amador-Calaveras Group Membership program. I understand that ambulance services and membership benefits will be provided according to the terms and conditions of each participating provider as follows:

American Legion Ambulance Service:

- I understand that my membership fee for American Legion Ambulance Membership Program covers my portion of ambulance services that are medically necessary, and that are applied to co-insurance or deductibles by insurance or Medicare. "Medically necessary" is defined as a specific need for ambulance transportation to or from a health care facility (such as a 9-1-1 emergency call, non-emergency request, or an interfacility transfer) within American Legion Ambulances primary service area, where use of other forms of transportation, such as private car or taxi, would be medically inappropriate. I understand that American Legion Ambulance can require physician certification of medical necessity. I also understand that if abuse of the service is found to exist, my membership may be terminated.
- I understand that my membership covers those persons who permanently reside in my household and who are legal dependents. A "household" is defined as all persons who permanently reside at the "Head of Household's" physical address.
- I understand the membership is available only to residents of American Legion Ambulances primary service area, which includes all of Amador and Calaveras Counties, excluding Ebbetts' Pass Fire Protection District. I understand that this is not an insurance policy, nor is it meant to be a substitute for health insurance. I agree that if I have no insurance or other health coverage, or if my insurance company or other health benefits payer denies payment to American Legion Ambulance Service because it determines that my ambulance services were not payable, I will be responsible for the payment of the fees for those services. I agree to pay the fees less a 50 percent discount granted by American Legion Ambulance because I am a member.
- I understand that this membership plan does not cover the service given by other providers, including other 9-1-1 providers who provide back-up.
- Medicaid patients receive full coverage for services. Therefore, there is no reason for Medicaid patients to become members.
- I understand that ambulance transports are limited to 60 miles which covers Sacramento, Stockton, and Modesto Areas. Transports over the 60-mile limit will be billed for mileage greater than 60 miles.
- I understand that my membership is non-transferable and non-refundable.
- I understand that the effective date for my membership is the date purchase and is effective for one (1) year from effective date.
- ASSIGNMENT OF BENEFITS: I understand that my membership is not an insurance plan and that American Legion Ambulance Service will bill and receive payments from my insurer or third party (such as Medicare, Blue Cross, etc.). I hereby authorize all benefits to be made directly payable to American Legion Ambulance. If I have Medicare, I request that payment or authorized Medicare benefits be made on my behalf to American Legion Ambulance for any ambulance service provided to me by American Legion Ambulance. If I receive payment from Medicare or my insurance company, I will immediately forward that payment to American Legion Ambulance. If I do not, I understand that my membership may be terminated, and I will be billed full charges for services. I acknowledge that I am responsible for payment of ambulance services.
- LIFETIME SIGNATURE AUTHORIZATION: To facilitate processing, I authorize the release to American Legion Ambulance Service, the Centers for Medicare and Medicaid Services, or other insurer of any medical information or documentation held by anyone necessary to process a claim now or in the future, and further assign and authorize such payments to American Legion Ambulance. I permit a copy of this authorization to be used in place of the original.

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PHI Cares Terms and Conditions:

Membership

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date.

As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

Billing

Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors, including whether or not you have healthcare insurance coverage.

A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third party payor, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport.

PHI will bill your healthcare insurer or other third-party payor (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payor, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payor to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft.

PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

Eligibility & Availability

Medicaid participants are not eligible for membership in the PHI Cares Program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport.

Passenger weights and other operating restrictions may limit our ability to transport a Member.

PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances.

Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider.

Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at www.PHICares.com or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

Service Area

Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website: www.phicare.com/coverage-map/ or contact the membership office directly.

Notifying PHI Cares Membership Department of Transport

You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: **1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.**

Termination and Renewal of Coverage

PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change.

It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

Acknowledgment

You acknowledge that all information included in the completed application is correct to the best of your knowledge, including all health insurance information. If your healthcare insurance is no longer in effect at the time air medical services are rendered, your PHI Cares membership will not cover your air medical transport charges, unless you have notified PHI Cares of such cancellation and have paid the supplemental membership fee charged to PHI Cares members who do not have healthcare insurance. Any changes in your healthcare insurance information, including the cancellation of healthcare insurance coverage, must be reported to the PHI Cares membership office within five (5) business days of such change or cancellation.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.

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<https://www.phicare.com/terms-conditions/>

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AirMedCare Network Participating Providers – REACH and CALSTAR:

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

Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.

AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.

Members who have insurance or other benefits, or third-party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third-party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**

Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.

These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

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

INITIAL HERE: _____

I acknowledge that I have reviewed and agree to abide by the terms and conditions of each participating provider as described above.

SIGN HERE: _____

DATE: _____