

**HOSPITAL WING
MEMBERSHIP PROGRAM
AND
TERMS AND CONDITIONS**

- 1) **Purpose:** A Membership program is designed to provide Hospital Wing with financial support from its members in exchange for a reliable and available air ambulance service. An individual's Membership payment or the Membership payment of your County of residence on a member's behalf covers member co-payment and deductible amounts that are otherwise billable on a per-transport basis, as allowed by law. Because insurance does not always cover the full cost of air ambulance service, members could be responsible for outstanding balances that insurance does not cover, and a Hospital Wing Membership covers most of those balances for medically necessary emergency air ambulance services. This Membership is not designed to be an insurance contract of any type.

- 2) **Membership:** Members are entitled to use of Hospital Wing air ambulance for emergency transports, provided the transport is reasonable and medically necessary and all other coverage requirements are met, and based upon availability of resources, with the Membership covering co-payment and deductible amounts that are typically charged to cover amounts that are not paid by insurance. This applies to persons listed on the Membership application in the case of Individual Membership or for County residents of those Counties who have purchased a Membership for their residents, as further described and defined, below. This Membership is non-refundable and non-transferable.
 - a. This Membership program *does not* apply to persons without insurance coverage or to persons receiving medical assistance (Medicaid) benefits. Individuals who are uninsured or on Medicaid are not permitted to purchase Individual Memberships. County residents of those Counties who have purchased a Membership for their residents who are uninsured or whose health insurance or other health benefits do not cover air medical ambulance services will be billed for the air transport services provided by Hospital Wing at the Medicare Standard Reimbursement Rate (approximately \$5,500).
 - b. Becoming a member does not grant any voting or participation rights in Hospital Wing corporate activities.
 - c. For Individual Members, Membership is effective after Hospital Wing receives the Membership application and fee and approves the applicant for Membership. A member who is hospitalized at the time of enrollment will not be eligible for membership benefits related to that hospitalization. Memberships may not be purchased at the time of transport. Confirmation of acceptance will be sent to the address listed on the application. For County residents of those Counties who have purchased a membership for their residents, such Memberships will be effective so long as such persons (and the covered members of their household) continue to reside in the County, and provided that such persons comply with these Hospital Wing Membership Program Terms and Conditions.
 - d. Membership covers the household, which consists of all persons of the household, regardless of relationship as long as all members reside in the same structure. All

persons to be covered by an Individual Membership must be listed on the Membership application. For County residents of those Counties who have purchased a Membership for their residents, in the event of a flight, it may be required for the individual to show proof of residency. Satisfactory proof will consist of but will not be limited to, State or Federal Issued Picture Identification, Utilities Service Bill, or Tag Registration. For minors who may lack these set-forth forms of proof, the legal guardians may be required to show a previous year's tax return that shows dependency, adoption paperwork, legal guardian paperwork or birth certificate. While the definition of "resident" used for the purpose of County Memberships under these Membership Terms and Conditions requires maintenance of a domicile in the County which has purchased a Membership for its residents for a period of six (6) months or longer prior to the time the medical transport is needed, minor children under the age of six (6) months old are covered by the County Membership so long as their parents or legal guardians have been residents of the County purchasing the membership for at least six (6) months. Lastly, fulltime college students to the age of twenty-six (26), who have parents or legal guardians residing in the County purchasing the Membership are covered by this Membership even if they are attending a college, full-time, that is located outside of the County purchasing the Membership. For the purposes of these Membership Terms and Conditions, domicile shall mean a person's true, fixed and permanent home and place of habitation; it is the place where he or she intends to remain, and to which he or she expects to return when he or she leaves without intending to establish a new domicile elsewhere. Undocumented aliens cannot establish domicile in any county, regardless of the length of residency in the County.

- e. Individual memberships are available for terms of one, three or five years. County residents of those Counties who have purchased a Membership for their residents will have a Membership for the duration of the Agreement between the County and Hospital Wing, provided that the resident complies with the requirements of Hospital Wing Membership Terms and Conditions.
- f. If a contractual obligation between Hospital Wing and an insurer requires Hospital Wing to charge a patient for a co-payment and a deductible, the patient will be billed for the required amounts minus the cost of the Membership. This refund of the Membership fee will automatically terminate the patient's Membership.
- g. In the event Hospital Wing's medical air transport services are medically necessary, members may not contact Hospital Wing directly. Once emergency medical service providers, the fire department, first responders, law enforcement, emergency dispatchers and hospital personnel may contact Hospital Wing to arrange transport for members, and transport is only available when it is medically necessary. If a flight is deemed non-approved, Hospital Wing reserves the right to bill the member 50% of the normal rate. Further, Hospital Wing reserves the right to refuse flights requested by individuals or entities that are not emergency medical service providers, the fire department, first responders, emergency dispatchers or hospital personnel.
- h. Hospital Wing does not guarantee that the member being transported will be taken to a hospital of his or her choosing. The determination as to which hospital the member will

be transported will depend on the referring and receiving doctor's acceptance, the hospital's capacity, the type of injury sustained, as well as the member's preference.

- i. Hospital Wing does not guarantee medical air transport to members. Priority is given to patients in the order in which the request for transports is made. Further, in many cases, Hospital Wing can only guarantee transports for patients up to three-hundred (300) pounds or a width of twenty-seven (27) inches. Hospital Wing cannot guarantee transports for patients exceeding these parameters. Other appropriate operational flight considerations must be met for transport (i.e., weather, mileage to include coverage area, aircraft availability, crew availability, the total weight of all individuals and equipment being transported, etc.).
- j. In the event Hospital Wing cannot transport a member, Hospital Wing will not provide reimbursement for any costs incurred to the member for medical air transport by another service. Likewise, in the event Hospital Wing is not contacted regarding the need of a member for medical air transport by another service. In not event will Hospital Wing reimburse any portion of the membership fee due to medical air transport provided to its members by another service.

3) **Payment:** Individual Members are responsible for initial payment of the Membership fee as outlined in the Membership Application. County residents of those Counties who have purchased a Membership for their residents, must comply with all of the Hospital Wing Membership Program Terms and Conditions set forth in this document as a condition of Membership and continued Membership. Except as otherwise described in this document, members will not be responsible for any other payments for covered ambulance services provided by Hospital Wing. Hospital Wing will submit bills directly to your insurance for payment of ambulance services that are provided. If a member receives payment for ambulance services directly from an insurance company, such payment must be turned over to Hospital Wing. The member agrees that the member may not keep reimbursement received for ambulance services provided by Hospital Wing. Members are expected to cooperate with Hospital Wing in all collection efforts, and recognize that Hospital Wing may initiate legal action for failure to pay Hospital Wing for amounts they may be responsible to pay. If you receive a bill from Hospital Wing in error and have insurance that will cover the cost, please forward your insurance information to Hospital Wing so that your insurance can be billed directly. If you ever feel that you are billed inappropriately please contact Hospital Wing so that it can resolve the problem.

4) **Transportation that is covered as part of this Membership:**

- a. Emergency air ambulance transportation covered by Hospital Wing Membership is limited to medically necessary and reasonable emergency air ambulance transportation provided by Hospital Wing to the nearest appropriate facility. This means that patient cost-sharing obligations for medically necessary and reasonable emergency air ambulance transportation by Hospital Wing will be covered by your Membership fee (paid either by you in the case of individual members or by your County in the case of County members) without you incurring any additional out of pocket expenses. (Determinations of medical necessity, reasonableness and closest appropriate facility shall be made by Hospital Wing.)

- b. Persons who are covered by Individual and County Memberships need not be physically at their residence (or in their County, if a County member) at the time the medical air transport is needed. The Membership Program applies to medical air transport needed while the resident is in any area serviced by Hospital Wing. Hospital Wing's coverage area encompasses one hundred fifty (150) miles from each base.
- c. If any individual members are (or become) residents of a County which has purchased Memberships for its residents, the individual members will automatically fall under the County Membership upon the expiration of the Individual Membership.

5) Payment liabilities not covered under the Membership:

- a. **Transports Beyond the Closest Appropriate Facility:** Insurance pays for transport only to the closest appropriate facility. Any transportation beyond the closest appropriate facility at the request of a member, a member's family or a member's doctor may make the member responsible for additional payments that are *not covered* under the Hospital Wing Membership. In these situations, the member is responsible for such additional charges and may or may not be advised of additional charges at the time of the transport.
- b. **Non-Covered Services:** In cases where air ambulance transport is not medically necessary, or where there is the ability to take another form of transportation, or for non-transport or other non-covered services, the member may be responsible for charges that are not covered by this membership, as further described in these Membership Terms and Conditions.
- c. **Transports by Other Ambulance Services:** This Membership only applies to emergency air transports provided by Hospital Wing ambulances. In the event that another ambulance service with which the member does not have a Membership conducts the transport, the member will be responsible for co-payment and deductible amounts, and (if not covered by insurance) the full cost of the service, as further described in these Membership Terms and Conditions.

- 6) **Acceptance:** In the case of an Individual Membership, by submitting a Membership application or renewing an existing Membership, the member agrees to these Membership Terms and Conditions. In the case of a County Membership, the residents of a County which has purchased Memberships for its residents agrees to these Membership Terms and Conditions as a prerequisite to receiving any of the Membership benefits described in this Agreement.

Disclaimers:

- This Membership program is not a contract for the provision of ambulance services.
- Another ambulance service may respond when our ambulance service is unavailable.
- This is not a solicitation for the offer or sale of an insurance product. A Hospital Wing Membership is not an insurance policy and cannot be considered as secondary insurance coverage or as supplemental coverage to any insurance policy. Membership provides pre-paid

protection against Hospital Wing's air ambulance transportation costs that exceed a member's health insurance or medical benefits.

- This Membership program does not cover the provision of ground ambulance services.
- Except to the extent described in these Membership Terms and Conditions, this Membership program does not cover non-emergency air ambulance service or air ambulance services which have been or should have been pre-scheduled.
- The terms and provisions of this Membership program are subject to change without prior notice.
- Members may be billed for copayments and/or deductibles if required by law or contractual obligations with insurers.
- As a guideline, Hospital Wing transports patients up to 300 pounds, or a girth ratio of 27 inches, however Hospital Wing evaluates each flight on a case by case basis. Hospital Wing cannot guarantee transport on patients exceeding this guideline.
- Other appropriate operational flight considerations must be met for transport (i.e. weather, mileage to include coverage area and medical necessity.)