

## **TRI-COMMUNITY SOUTH EMS SUBSCRIPTION TERMS AND CONDITIONS**

Subscribers receive the benefit of unlimited access to basic and advanced life support *emergency ambulance service, throughout the coverage area, when TCSEMS is available* to respond throughout the term of the subscription year. Subscription enrollment may occur anytime during the calendar year with each subscription to be paid in the full amount. *All* subscriptions expire on December 31<sup>st</sup> of each respective calendar year regardless of the date when the subscription is paid.

***The subscription program is neither an insurance contract nor a solicitation of insurance premiums. This is also not a solicitation to persons receiving medical assistance benefits.***

A valid subscription provides protection against any unnecessary fees related to certain medical transportation services provided by TCSEMS as outlined in this document.

Subscription fees are applied to all available co-payments and deductibles which can save certain subscribers hundreds of dollars each year. Subscribers are not responsible for any “out-of-pocket” expenses or fees except as required by law or regulation or otherwise outlined in this document.

Subscribers are entitled to unlimited emergency medical services, as described herein, within the TCSEMS coverage area, which currently includes:

### ***BETHEL PARK, SOUTH PARK TOWNSHIP AND UPPER ST. CLAIR***

TCSEMS has also entered into reciprocity agreements which extend subscription benefits to covered subscribers who may become ill or injured in other local communities including: ***Mt. Lebanon, Castle Shannon, Dormont, Baldwin Township, Baldwin Borough, Pleasant Hills Borough, Whitehall, Green Tree, Brentwood, Peters Township, Jefferson Borough and Scott Township.***

Subscription coverage also extends to certain types of pre-scheduled ***Non-Emergency Ambulance Service*** which is determined to be medically necessary by TCSEMS. Non-emergency ambulance service is subject to availability, staffing, scheduling, equipment and other system constraints. Twenty-four (24) hour notice and prior physician authorization may be required. ***Doctors’ Office or Clinic Visits do not qualify for non-emergency ambulance services.***

Subscription coverage becomes effective upon receipt and acceptance of the subscription application by TCSEMS. Emergency responses always have priority over other types of non-emergency transportation services. Emergency ambulance services are subject to emergency vehicle availability, staffing, scheduling, equipment and other system constraints.

TCSEMS, in consultation with its medical Command Physicians, reserve the exclusive right to make all decisions regarding medical transportation services and the destination provided to all patients, including subscribers. These decisions will be made based primarily upon the patient's medical condition at the time of service and applicable laws of the Commonwealth of Pennsylvania and other regulations as promulgated by the Pennsylvania Department of Health. Secondary considerations include, but are not limited to, patient or family requests, the capability and availability of relevant medical services at a receiving medical facility, current policies and procedures and the availability of EMS system and hospital resources.

During limited times, when all available resources are in use, TCSEMS *may be unable to respond and provide complete emergency services* to a subscriber or 911 request within its primary ambulance coverage area. Examples of these circumstances are basic or advanced life support treatment (including paramedic assists) and/or other emergency transport related services when all available TCSEMS resources are already in use. During these limited time periods, another ambulance service may be called upon by TCSEMS or other emergency dispatch agency to provide "mutual aid" assistance including basic, advanced life support, or other EMS related services. As TCSEMS has no direct control over which mutual aid service will be sent as mutual aid resources, the subscriber may be responsible for payment of certain charges set forth by mutual aid organizations.

In order to help reduce subscriber payment liability for mutual aid services, TCSEMS has entered into a *reciprocity agreement* with a certain number of local mutual aid organizations. However, please note that subscription reciprocity coverage is not available for *all* local mutual aid services.

Subscribers agree and understand that TCSEMS reserves the right to bill its reasonable and customary charges relating to any and all services rendered to subscribers by TCSEMS to any and all available reimbursement sources. The payors of ambulance service may include the subscriber and/or his or her primary and secondary insurance carriers including federal health care programs (excluding Medicaid) and other commercial insurance carriers, as permitted by law, and are responsible for all charges associated with services provided under this subscription program.

Subscribers are also required to fully cooperate with designated billing representatives authorized by TCSEMS in their efforts to collect any and all lawful reimbursement associated with the provision of emergency medical services, non-emergency ambulance services or other applicable services rendered by the ambulance service to subscribers.

Subscribers are required to furnish any and all insurance numbers, authorizations and other information needed by TCSEMS to submit an insurance claim to any and all applicable insurance carriers.

Subscribers are required to immediately remit to TCSEMS any and all reimbursement immediately upon receipt from any source including commercial or governmental

agencies or any other third party insurance carrier or program for services provided under the Terms and Conditions of the subscription program. Subscribers agree to forward to the ambulance service within five (5) days of receipt any and all payments received for services rendered by the ambulance service during the subscription year. Subscribers who fail to forward payments received from other sources further agree to be responsible for any and all legal or collection fees incurred by the ambulance service in order to recover any and all reimbursement received by the subscriber related to the provision of subscription related services including all related costs, fees and interest.

Subscribers may also be required to notify their insurance carrier(s), their primary care physician or other applicable parties about services rendered by TCSEMS in order to obtain authorization for payment of benefits directly to TCSEMS. Whenever possible TCSEMS will send invoices directly to the insurer or other medical benefits provider. Subscribers receiving ambulance and other related services will be asked to assign all rights and benefits from any applicable insurance program or medical benefits to TCSEMS for services rendered throughout the term of the subscription year.

Subscribers will be asked to authorize and direct all reimbursement including any and all reimbursement received from any applicable insurer(s) or medical benefits provider(s) to be paid directly to TCSEMS.

Subscriptions are non-refundable, non-transferable and may be revoked at the sole discretion of TCSEMS. The subscription becomes null and void if the subscriber relocates his/her residence to an area which is located outside of the ambulance service coverage area.

TCSEMS reserves the right to change the content of its subscription terms and conditions, at any time, without prior written notice, to current subscribers. The terms, as established by the TCSEMS Administrative Committee in accordance with governmental regulations, shall be posted and available in the offices of the Municipality of Bethel Park, the Townships of South Park and Upper St. Clair and the TCSEMS Business Office.

#### **ASSIGNMENT OF THIRD PARTY PAYMENT TO TCSEMS**

“Subject to acceptance of this assignment when ambulance services are rendered, any payment to TCSEMS by my insurance company, co-payments and/or deductions will be accepted by TCSEMS for the service provided by TCSEMS. As part of the consideration for this subscription agreement, I hereby assign to TCSEMS all my rights and benefits under my hospitalization and medical insurance or other medical benefits or insurance policies for service rendered to me by or for TCSEMS. I authorize and direct my insurer(s) and medical benefits provider(s) to pay directly to TCSEMS all sums owed for each service rendered to me. When services are rendered I will notify my insurance as required and provide insurance numbers and authorizations needed by TCSEMS to bill my insurance. TCSEMS will bill the insurer or other medical benefits provider directly. I agree to forward to TCSEMS any payments I receive directly for services rendered to

me by or for TCSEMS. Should said payments be made directly to me and not forwarded to TCSEMS, I agree to be responsible for payment of the services rendered by or for TCSEMS. TCSEMS subscription fee is applied to applicable co-insurance, co-payments or deductibles except as required by law or regulation that I may incur for ambulance service rendered by TCSEMS not paid by my third party payer. TCSEMS agrees to keep all medical/insurance information confidential and will comply with all relevant confidentiality laws protecting the patient's right of privacy."

***SUBSCRIPTION COVERAGE APPLIES ONLY TO PERSONS WHO UNCONDITIONALLY ACCEPT ALL OF THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.***

Revised 10/01/09