



## TERMS & CONDITIONS AND ENROLLMENT

### WHAT ARE THE TERMS AND CONDITIONS OF MEMBERSHIP?

Twin City Ambulance Service d/b/a KenTenn EMS (KTEMS) membership automatically enrolls you as a member in the company's membership program. The membership program is designed to provide KTEMS with financial support in exchange for a reliable and available ambulance service. In exchange for your membership payment, KTEMS will not charge members for copayment and deductible amounts that are otherwise billable on a per-transport basis, as allowed by law, and subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by a KTEMS Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency ambulance transport. A patient's medical condition, not membership status, will dictate whether transportation is appropriate and required.

2. KTEMS ambulance services may not be available when requested due to factors beyond its control, such as use of the ambulances by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations (patient size), governmental regulations, maintenance requirements or staffing limitations. Hospital to Hospital transfers or any non-emergency or pre-scheduled transports are subject to availability of ambulances at the time. Distance restrictions of three hours or more one way will also be considered due to limitations on coverage of 911 calls in the area.

3. 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 KTEMS Provider services up to the limit of any such available coverage. In return for payment of the membership fee, KTEMS will consider its ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. KTEMS 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 KEMTS. Members agree to remit to KEMTS any payment received from insurance or benefit providers or any third party for medical services provided by KEMTS, not to exceed regular charges. **If a member is covered by a non-contracted carrier in which payment is made directly to the patient and not to KEMTS, member is responsible to forward that payment to KEMTS. In the event the member does not forward payment to KEMTS, the member will be subject to any and all means of collection for that amount of monies which was paid by the insurance company to include any court or collection fees.** KEMTS is not 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. KEMTS will not be responsible for payment for services provided by another ambulance service. When calling for a KEMTS ambulance, in some cases you may receive services from another ambulance service in a mutual aid situation when KEMTS does not have an ambulance available. In that event you will be responsible for any charges from that company.

4. Membership starts the day the KEMTS receives a full payment (monthly or yearly); however, if removing membership payment from utility bill or payment is stopped by any other means coverage will stop immediately and you will be responsible for any and all charges incurred. Members must be natural persons. Memberships are non-refundable and non-transferable.

5. 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, or that they are participating with KEMTS to ensure that they are financially able to continue to provide emergency and non-emergency services to the community.

6. Emergency ambulance service covered by this membership is limited to medically necessary and reasonable emergency ground ambulance transport by KEMTS to the closest appropriate facility. Determinations of medical necessity, reasonableness and closest appropriate facility shall be made by KEMTS.

7. Non-emergency ambulance services covered by this membership is limited to medically necessary and reasonable ambulance service, and is subject



to the availability of KEMTS staff and equipment, and emergency ambulance services always have priority. This is an additional service that is available, but is not guaranteed. Pre-authorization and/or physician certification may be required to demonstrate that ambulance transport is warranted.

8. KEMTS membership only applies to ambulance services performed by KEMTS. Another ambulance service may respond when our ambulance service is unavailable. In the event that another ambulance service conducts a transport for a KEMTS member, the member will be responsible for all copayment, deductibles and (if not covered by insurance) the full cost of the service.

9. This membership program is not a contract for the provision of ambulance services.

10. These terms and conditions supersede all previous terms and conditions between a member and KEMTS, including any other writings, or verbal representations, relating to the terms and conditions of membership. The terms and conditions of this membership program are subject to change without prior notice. By participating in the KEMTS membership program, all members agree to these terms and conditions.