



## Mercy Flights Membership Terms of Agreement

**Definition:** Mercy Flights services include Ground Ambulance within the Mercy Flights Jackson County assigned service area, Fixed Wing Air Ambulance within 1000 air miles and Helicopter Ambulance within 150 air miles of Medford, OR, in the continental United States.

**Member Benefits:** Mercy Flights offers a membership program that allows for quality emergency care at little or no cost to our members. Two types of membership programs are offered, Individual and Group. Members enrolling in the Group program receive discounts on their annual membership rates. Membership benefits and services are the same for both programs. Mercy Flights will bill your insurance company for the services provided. As a member of Mercy Flights, the members insurance payment or payments are considered payment in full. Members pay nothing out of pocket for Mercy Flights services if Mercy Flights receives any payment from the member's insurance or other third-party payer. If insurance does not make any payment on that service, the member is responsible for 50% of the Mercy Flights service bill. This 50% responsibility also applies to any denied, disallowed, or non-medically necessary Mercy Flights ambulance charge, as determined by the member's insurance company or other third-party payer. This 50% patient responsibility also applies when the full charge for service is applied to the patient's insurance deductible. If a member does not have any ambulance coverage insurance, they are responsible for 50% of the Mercy Flights service bill. In cases where insurance does not pay the full amount due or pays incorrectly, the member is responsible in assisting Mercy Flights to ensure proper payment from the insurance company. Mercy Flights membership benefits apply only to services rendered by Mercy Flights for all eligible household members.

**Member Eligibility:** Eligible households consist of all persons who are dependents on your tax form or permanent residents of the same single-family occupancy, non-commercial residence, living together as a family unit. In addition, disabled children and physically dependent parents will continue their membership if they move from the household into a care facility.

**Notice to Members:** Mercy Flights annual membership fees are non-refundable. The application and payment must be received by Mercy Flights Inc. prior to any ground or air transportation occurs. New members have a 15-day waiting period before the plan is active; however, Mercy Flights Inc. retains the right to waive that waiting period for unforeseen events occurring during that time to take effect for a new membership. In addition, the 3-Day Event Membership is active for three consecutive days upon purchase and covers only those added at the time of sign-up. The 3-Day Event Membership covers up to six (6) dependents per membership purchased. There is no household member eligibility requirement for this membership type. This membership plan is not an insurance program. Membership benefits are for services provided by Mercy Flights Inc. only. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. Other ambulance company transports may occur if Mercy Flights is unable to perform within a medically appropriate timeframe. This may occur due to but is not limited to a mechanical or maintenance problem, weather conditions or being on another call. This may also occur if the emergency location is outside of Mercy Flights' assigned service area. If the other transporting ambulance company has a signed reciprocity agreement with Mercy Flights, that agency's membership benefits will be applicable to the transport.

**Adding Members:** The Head of Household has 90 days to notify Mercy Flights of new family members (i.e. newborn and/or adopted children). Members must be on the account at the time services are rendered to be considered eligible for membership benefits for their transportation costs. In cases of divorce or separation, the Head of Household must notify Mercy Flights within 90 days to remove the previous partner from the account. The membership is not divided into two separate households. The member who remains at the primary address on account becomes the Head of Household and retains membership.

**Reciprocity:** Mercy Flights ground ambulance assigned service area includes all of Jackson County, except the areas served by Rogue River Fire or Ashland Fire & Rescue. Mercy Flights has reciprocity agreements for ground ambulance services with only these organizations, as well as Glendale Ambulance Service in Douglas County. As a member, if you receive a service from one of these agencies, they will honor your Mercy Flights ground membership in accordance with their membership benefits.

**California Members:** State law requires an annual signed member agreement in addition to the Knox Keene form. State law also allows for the purchase of Air Ambulance services only. Members are permitted to pay for 12 months of membership at a time.

**Groups:** Groups consist of at least 5 separate households and adhere to group guidelines. Groups appoint a group coordinator who is the only contact with Mercy Flights on behalf of all members of the group. The group coordinator will be responsible for gathering enrollment forms, payments and adding new members/updating existing members by the deadline outlined in the Membership Agreement. Payments and enrollment forms must be submitted together by the group coordinator via U.S. mail or in person at our office. All payments must be submitted through the group coordinator. These are the only two ways payment will be accepted. Mercy Flights reserves the right to change Terms of Agreement at any time without notice.



## Notice Required by the Department of Managed Healthcare

California memberships are set according to the KNOX KEEN HEALTH CARE SERVICE PLAN ACT AMENDMENT TO TITLE 28, SECTION 1300.43.3 AMBULANCE PLANS CONDITIONAL EXEMPTION.

California residents must read the following and sign this statement in the application:

**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.

**WARNING:** This Mercy Flights, Inc. Ambulance Plan is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. 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 Mercy Flights is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

**\*\*YOU MUST SIGN THIS STATEMENT ON THE APPLICATION\*\***

**COMPLAINTS:** For complaints regarding this Ambulance Plan, first attempt to call Mercy Flights at 1-800-903-9000. If Mercy Flights 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.

**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.).

For further information, or if you have any questions, please call any of our staff at 1-800-903-9000.