

2012-2013 Acadian Ambulance Membership Contract

Persons Covered by Membership¹ - Those persons covered by this membership shall include the immediate members of my family which shall be defined as the applicant and spouse, and the resident children up to 21 years of age (through 23 if still attending school) who have never been married.

Membership Fee and Assignment of Rights - In consideration of the membership services provided by ACADIAN described below and except as hereinafter set forth, I have paid to ACADIAN a non-refundable and non-transferable membership fee and assign to ACADIAN, on my behalf and on behalf of the immediate members of my family covered by this membership, all rights and benefits of all medical and health insurance policies or plans and any other benefits or plans which provide coverage for ambulance services, including but not limited to, additional coverage for co-insurance and deductibles. (*NOTE: Medicare patients need not be members to have full coverage of some services covered by Medicare.) For purposes of this agreement "ambulance service(s)" shall mean medical ground and rotor wing transportation of patients meeting medical necessity guidelines.** I also agree to assign and transfer to ACADIAN on my behalf and the immediate members of my family covered by this membership, all rights in any claim where ambulance services by ACADIAN were provided, up to the total billed dollar amount of charges incurred. I understand that if I have no insurance or if my insurance benefits assigned to ACADIAN AMBULANCE SERVICE do not provide full payment to ACADIAN of the charges for services provided to me, I will ultimately be responsible for payment of the same, less a 20% discount afforded to me as a member. I understand that this creates a legal obligation on my part to pay for services provided to me.

Membership Services Provided - In consideration of the membership fee and assignment of rights to ACADIAN described above, ACADIAN agrees to provide available emergency and non-emergency ambulance service for me and the immediate members of my family covered by this membership. I understand that if my condition so indicates, ACADIAN personnel or the medical control physician may select the hospital to which I will be taken. I recognize that transports to a physician's office are not ordinarily covered by insurers, and I will be responsible for payment of these transports at the discounted rate mentioned above. I understand that emergencies have first priority.

Reimbursement for Membership Services - I agree that as a member, I shall make available all medical insurance and benefits information to ACADIAN. I agree that in the event that I or a member of my family makes a demand or files a claim or lawsuit for personal injury damages resulting from an accident or injury when ACADIAN AMBULANCE SERVICE provided transportation, or services, I shall notify ACADIAN immediately of the demand, claim, or lawsuit should any outstanding balance (i.e. the amount due for services provided due to a lack of insurance coverage or denial of payment by the insurer) be owed by me or my family members covered by this membership. I understand that I am responsible for payment of services provided to me. Nothing herein shall be construed to waive any lien rights, privileges or rights of legal subrogation provided by law to ACADIAN AMBULANCE.

Member Consent to Third Party Reimbursement - As a member, I agree and consent to ACADIAN filing for and collecting payment for services provided to me or the members of my immediate family covered by this membership, under any and all medical or health insurance policies, plans or benefit programs, up to the amount of ACADIAN's billed charges for ambulance services covered by this membership, as evidenced by my signed Consent Form.

Agreement to Remit Payments Made by Insurer to Member for Services Provided - I, and the members of my immediate family covered, hereby agree to forward immediately to ACADIAN AMBULANCE, all payments for ambulance services provided by ACADIAN and sent directly to any of us from any insurance company, medical benefits plan, or proceeds

derived from lawsuits or settlements up to the total dollar amount of charges incurred.

Member Need for Transportation/Requirements - I understand that my membership services with respect to emergency ground and rotor wing transports are restricted to situations where I and/or a member of my immediate family covered by this membership have sustained injury, sudden illness or trauma and the need for immediate medical attention of a doctor at a hospital emergency room exists. I understand that in the event non-emergency transportation is requested (i.e. transports other than those for sudden and unexpected injury, illness or trauma requiring immediate medical attention of a doctor at a hospital emergency room) physician authorization shall be required by ACADIAN AMBULANCE as a condition of the transport. Membership applicants who are dialysis patients must be pre-approved for transportation based on an initial assessment of the patient's condition to ensure an ambulance is necessary for transport to and from treatment. Additionally, insurance coverage must be confirmed and the origin/destination requirements mandated by the insurance policy must be noted and met.

Cancellation of Membership - I agree that ACADIAN has reserved the right to void this membership and refund my membership fee from the effective date hereof in the event of my failure to comply with any of these terms. I agree and understand that if my membership is voided, I will be obligated to pay all balances in full. I also understand and agree that a failure to comply with membership terms (and grounds for membership revocation) shall include a refusal of any insurer or health care provider to recognize and pay for the services rendered by ACADIAN to me or the immediate members of my family, pursuant to the assignment of benefits contemplated by this membership agreement.

Membership Period - I understand this membership is for a period of one year commencing on **September 1, 2012** and expiring on **August 31, 2013**. I understand that by payment of the membership fee, I have consented to all terms and conditions of this membership application on my behalf and the members of my family covered by this membership.

Member Agreement to Terms and Disclosure of Insurance Information - As a member of ACADIAN, I request that payment of authorized Medicare or other insurance benefits be made on my behalf directly to ACADIAN AMBULANCE SERVICE, for any ambulance services furnished to me or members of my immediate family covered by this membership. I hereby consent and authorize any holder of insurance information about me and the members of my family covered by this membership (including Medicare or any private insurance company or benefits plan) to release such information, now or in the future, to ACADIAN AMBULANCE SERVICE or the Health Care Financing Administration (HCFA), its carriers or agents, if such release is made in compliance with the Health Insurance Portability and Accountability Act.

FAILURE TO COMPLY WITH THE ABOVE TERMS MAY RESULT IN MEMBERSHIP REVOCATION.

*If you are a resident of Jefferson, Orleans or St. Bernard Parishes, this membership will cover the services provided by Acadian Ambulance Service of New Orleans, L.L.C., a wholly owned subsidiary of Acadian Ambulance Service, Inc.

*Membership fee \$75.00

*Membership fee for membership with traditional Medicare and Supplemental Insurance \$60.00

**The term "ambulance service(s)" specifically excludes any type of fixed wing transport.

¹Texas Medicaid recipients are not eligible for Acadian Ambulance Membership as per TAC, Title 25 §157.11(l)