

## OKLAHOMA EMS, VANDERGRIFT EMS AND C & S AMBULANCE MEMBERSHIP PROGRAM TERMS AND CONDITIONS

- 1) **Purpose:** The Membership program is designed to provide Oklahoma EMS, Vandergrift EMS and C & S Ambulance with immediate financial support from you in exchange for a reliable and available ground ambulance service. In thanks for your Membership payment, Oklahoma EMS, Vandergrift EMS and C & S Ambulance will not charge any member for half of that member's co-payment and deductible amounts that are otherwise billable on a per-transport basis, as allowed by law, for all medically necessary and reasonable emergency ambulance transports to the closest appropriate facility. Because insurance does not always cover the full cost of ground ambulance service, you could be responsible for outstanding balances that insurance does not cover, and your Membership covers half of those balances for medically necessary and reasonable emergency ground ambulance services to the closest appropriate facility. This Membership is not designed to be an insurance contract of any type.
- 2) **Membership:** Members are entitled to unlimited use of Oklahoma EMS, Vandergrift EMS and C & S Ambulance ground ambulance for emergency transports, provided the transport is reasonable, medically necessary, to the closest appropriate facility and all other coverage requirements are met, and based upon availability of resources, without being responsible for 50% of all co-payment and deductible amounts that are typically charged to cover amounts that are not paid by insurance. This partial waiver of co-payment and deductible obligations only applies to persons listed on the Membership application. This Membership is non-refundable and non-transferable. This Membership program does not apply to persons without insurance coverage or to persons receiving medical assistance (Medicaid) benefits. Another ambulance service may respond when Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance are not available. Becoming a member does not grant any voting or participation rights in Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance corporate activities.
- 3) **Available Membership Plans:** Membership is effective upon receipt and acceptance by Oklahoma EMS, Vandergrift EMS and C & S Ambulance of the Membership application and fee and expires on May 31, 2020. The following types of Membership plans exist:
  - a. **Household Plan:** Covers the member and the member's spouse, and anyone else residing at or visiting the residence. All persons to be covered by the household plan as residents (which includes college students) must be listed on the Membership application. In order for visitors to be covered, the transport must originate from the covered household's residence.
  - b. **Individual Plan:** Covers the person listed in the Membership application only.
  - c. **Senior Plan:** Covers the person listed in the Membership application only, provided such individual is 62 years of age or older.
  - d. **Business Subscriptions:** Covers all employees at the business who are listed on the Membership application. The cost of business subscriptions varies, depending on the size of the business.
- 4) **Payment:** Members are responsible for initial payment of the Membership fee as outlined in the Membership Application. Except for some additional payment obligations outlined in Paragraphs 5 and 6, the member will not be responsible for half of all other payments for covered ambulance services provided by Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance. Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance 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 Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance (as applicable). It is improper and illegal to keep reimbursement received for ambulance services provided by Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance. Members are expected to cooperate with Oklahoma EMS, Vandergrift EMS and C & S Ambulance in all collection efforts, and recognize that Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance may initiate legal action for failure to pay Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance for amounts they may be responsible to pay. If you receive a bill from Oklahoma EMS, Vandergrift EMS and C & S Ambulance in error and have insurance that will cover the cost, please forward your insurance information to Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance (as applicable) so that your insurance can be billed directly. If you ever feel that you are billed inappropriately please contact Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance (as applicable) so that it can resolve the problem.
- 5) **Transportation that is covered as part of this Membership:**
  - a. **Emergency Ground Ambulance Transportation:** I understand that emergency ground ambulance transportation covered by this Membership is limited to medically necessary and reasonable emergency ground ambulance transportation provided by Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance to the nearest appropriate facility. This means that half of all patient cost-sharing obligations for medically necessary and reasonable emergency ground ambulance transportation by Oklahoma EMS, Vandergrift EMS and C & S Ambulance will be covered by your Membership fee without you incurring any additional out of pocket expenses. (Determinations of medical necessity, reasonableness and closest appropriate facility shall be made by Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance.)
- 6) **Payment liabilities not covered under the Membership:**
  - a. **Non-Emergency and Scheduled Ground Ambulance Services:** I understand that in addition to emergency services, Membership includes access to pre-scheduled, non-emergency and scheduled ground ambulance transports that are medically necessary and reasonable (as determined by Oklahoma EMS, Vandergrift EMS and C & S Ambulance). Non-emergency and scheduled service is subject to availability of staff and equipment, and emergency transports always have priority. 24-hour advanced notice and physician authorization may be required for non-emergency services. This is an additional service that is available, but not guaranteed. Unlike with emergency services, members will be responsible for co-payment and deductible payments, as well as mileage costs and other services that are not covered under insurance. Pre-authorization and/or physician certification may be required to demonstrate that ground ambulance transport is warranted. In the event that non-emergency ground ambulance transport is not medically necessary, warranted, or properly authorized (as required by insurance), I understand that I may be responsible for the entire cost of the transport.
  - b. **Transports Beyond the Closest Appropriate Facility:** I understand that insurance pays for transport only to the closest appropriate facility. Any transportation beyond the closest appropriate facility at the request of me, my family, or my doctor, may make me responsible for additional payments that are not covered under my Membership. I understand that in these situations, I am responsible for such additional charges, and may or may not be advised of additional charges at the time of the transport.
  - c. **Non-Covered Services:** In cases where ground 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, I understand that I may be responsible for charges that are not covered by this membership.
  - d. **Transports by Other Ambulance Services:** I understand that this Membership only applies to emergency ground transports provided by Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance. In the event that another ambulance service with which I do not have a Membership conducts the transport, I will be responsible for co-payment and deductible amounts, and (if not covered by insurance) the full cost of the service.

### Disclaimers:

- This Membership program is not a contract for the provision of ambulance services.
- Another ambulance service may respond when our ambulance services are unavailable.
- This is not a solicitation for the offer or sale of an insurance product. An Oklahoma EMS, Vandergrift EMS and C & S Ambulance 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 partial protection against Oklahoma EMS, Vandergrift EMS and C & S Ambulance's ground ambulance transportation costs that exceed a member's health insurance or medical benefits.
- This Membership program does not cover the provision of air ambulance services.
- This Membership program does not cover non-emergency ground ambulance service or ground ambulance services which have been or should have been pre-scheduled.
- This Membership program does not cover transportation beyond the closest appropriate facility.
- This Membership program only covers those ground ambulance transports for which transport by ground ambulance is medically necessary and reasonable.
- The terms and provisions of this Membership program are subject to change without prior notice.
- Medicare and other beneficiaries may be billed for copayments or deductibles if required by law.
- All Memberships are subject to acceptance by Oklahoma EMS, Vandergrift EMS and C & S Ambulance and may be cancelled or revoked in the ambulance services' sole discretion.
- The member acknowledges that the ambulance service will bill available third party insurance for services rendered and agrees to remit any third party insurance payments received directly by the member to Oklahoma EMS, Vandergrift EMS and/or C & S Ambulance (as applicable).
- By submitting an application or renewing an existing Membership, the member agrees to these Terms and Conditions.
- Persons on Medical Assistance (Medicaid) and persons without health insurance coverage are not eligible to participate in Oklahoma EMS, Vandergrift EMS and C & S Ambulance's Membership Program.
- Subscriptions are not tax deductible as charitable contributions, as C & S Ambulance Service, Inc. is a Pennsylvania business corporation and not a charitable organization. However, funds raised in the Membership Program are allocated to perform an essential public service to the community.



# NOTICE OF PRIVACY PRACTICES

C&S-Vandergrift-Oklahoma EMS is committed to protecting the privacy of our members and all those we serve in the community at large. We take very seriously our obligation to maintain the privacy of healthcare information that you share with us confidential and secure.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

**Purpose of this Notice.** C&S-Vandergrift-Oklahoma EMS is required by law to maintain the privacy of certain healthcare information, known as Protected Health Information or "PHI". PHI may include your name, address, and other identifying data or information on you, your health or the health services that have been or may be furnished to you. We are also required to provide you with a notice of our legal duties and privacy practices regarding your PHI and to abide by the terms of this notice currently in effect. This notice describes our privacy practices, lets you know when we are permitted to use and disclose your PHI and advises you of your rights. C&S-Vandergrift-Oklahoma EMS requires that all of its employees, staff, independent contractors and business associates comply with these privacy practices.

**Use and Disclosure of PHI for Treatment, Payment and Health Care Operations.** By law, C&S-Vandergrift-Oklahoma EMS is permitted to use and disclose PHI for treatment, payment and health care operations in most cases without your permission for the following reasons:

1. For **Treatment** means that when either C&S, Vandergrift or Oklahoma EMS provides medical transport services, including emergency, non-emergency and other requested transport services, we are permitted to obtain, use and disclose verbal, written and electronic information about you and regarding your medical condition. This includes PHI received or transferred by phone, radio, electronic or digital or other oral means to or from 911 or dispatch, the hospital, or other medical facility and used by us to provide treatment and transport. It also includes PHI we give to health care personnel to whom we transfer your care and treatment. For example, we provide the hospital with a copy of the written record we create while providing treatment and transport to you;
2. For **Payment** means any activities that C&S, Vandergrift or Oklahoma EMS must take in order to get reimbursed for services we provide to you and includes: organizing your PHI; verifying eligibility for services with your insurer; coordinating benefits with other insurers; submitting bills to insurance companies either directly or through a third party; managing claims; making medical necessity determinations; conducting utilization review activities, collecting on outstanding accounts; and disclosing to consumer reporting agencies. For example, we can disclose to your health plan medical information that is required by the plan to determine whether the services we have provided to you are medically necessary; and
3. For **Health Care Operations** means activities undertaken by C&S-Vandergrift or Oklahoma EMS that are required for our operations. Such activities may be performed by C&S-Vandergrift or Oklahoma EMS or in some instances by third-party contractors. These activities include: quality assessment and improvement activities; credentialing and licensing; training programs; legal and financial services; business planning and development; customer service; internal grievances; creating reports that do not individually identify you for data collection or other purposes; and due diligence activities. For example, C&S, Vandergrift & Oklahoma EMS evaluates personnel performance to ensure that our Standards of Conduct and policies and procedures are followed for internal reviews.

**Reminders & Information.** C&S, Vandergrift or Oklahoma EMS may contact you to remind you of scheduled appointments for non-emergency ambulance and medical transportation, to notify you about other services we provide or health-related benefits and services that may be of interest to you.

**Annual Membership Program.** Annually, Vandergrift & Oklahoma EMS sends the public at large materials explaining our membership program, the cost of such membership and the benefits of membership. When Vandergrift or Oklahoma EMS uses your PHI as an existing member to contact you about the membership program, we will inform you that you have the right to opt out of receiving communications regarding our membership program and inform you how to opt out.

**When Your Authorization is Required.** Except as otherwise permitted or required under HIPAA Rules, C&S, Vandergrift or Oklahoma EMS may not use or disclose PHI without authorization. Under certain circumstances, C&S-Vandergrift or Oklahoma EMS is required to get your written authorization or other permission, or your opportunity to object prior to disclosing PHI. These circumstances are as follows:

1. C&S-Vandergrift & Oklahoma EMS must obtain your written authorization if the service would sell your PHI. Our services do not currently sell any PHI for any reason and does not intend to sell PHI for any reason in the future.
2. Your authorization is required for the disclosure of psychotherapy notes. C&S-Vandergrift & Oklahoma EMS typically does not receive nor have access to any psychotherapy notes of any patient that it transports.
3. C&S, Vandergrift or Oklahoma EMS must obtain your written authorization for any use or disclosure of PHI for marketing purposes. Our service does not currently nor do we intend in the future to use or disclose PHI for any marketing purposes.

**Use and Disclosure of PHI Without Your Authorization.** Under certain circumstances, our services may use or disclose your medical information without your written authorization or other permission, or your opportunity to object. These circumstances are as follows:

1. In emergency treatment and transport situations by receiving and disclosing medical and identifying information about you via telephone, 911 calls, radio, electronic or digital or other oral means; dispatching the appropriate personnel to you; communicating with the appropriate personnel during transport and upon arrival at the emergency room; and completing and filing the required written documentation regarding your treatment and transport.
2. In non-emergency treatment and transport situations, for our use in order to treat or transport you, to obtain payment for services provided to you, or for other health care operations.
3. To another health care provider for the treatment activities of that provider.
4. To another health care provider or entity for the payment activities of that provider or entity such as your hospital or insurance company.
5. To another health care provider or entity for the health care operations of that provider or entity if the provider receiving the information has or had a relationship with you and the PHI pertains to that relationship.
6. To a family member, relative, friend or other individual involved in your care, or for disaster relief. C&S, Vandergrift or Oklahoma EMS may provide medical information about you to such individuals if we obtain your verbal agreement, if we give you an opportunity to object to such disclosure and you do not object, or if we infer from the circumstances that you would not object. For example, when your spouse has called the ambulance for you, we may assume that you agree to our disclosure of your PHI to your spouse. When we are not able to obtain your agreement or you are unable to object because of your condition or because you are not immediately present, we will use our professional judgment to determine whether it is in your best interest to disclose such information to your family member, relative, friend or other individual involved in your care. Only health information relevant to that person's involvement with your care will be disclosed. For example, we may inform the person who accompanied you in the ambulance of your symptoms and provide them with updates on your vital signs and treatment as administered by our crew.
7. As required by law. Numerous state, federal and local laws permit or require certain uses and disclosures of medical information. In such cases, C&S, Vandergrift or Oklahoma EMS may only use or disclose your medical information to the extent authorized by law.
8. To a public health authority. C&S, Vandergrift or Oklahoma EMS may be asked or required by law to disclose medical information to a public health authority under the following circumstances:
  - a. to report a birth, death, disease or injury;
  - b. as part of a public health investigation;
  - c. to report child or adult abuse or neglect, or domestic violence;
  - d. to report adverse events such as product defects, to tract products or assist in product recalls or repairs or replacements, or to conduct post-marketing surveillance as required by the Food and Drug Administration; and
  - e. to notify a person about exposure to a possible communicable disease.
9. For health oversight activities including: audits, government investigations, inspections, disciplinary proceedings and other administrative and judicial actions undertaken by the government or its contractors by law to oversee the health care system;
10. For health care fraud and abuse detection or compliance related activities.
11. For judicial and administrative proceedings. C&S, Vandergrift or Oklahoma EMS may disclose medical information as required by a court or administrative order or in some cases pursuant to a subpoena, discovery request or other legal process.
12. To law enforcement. Police and other law enforcement may seek medical information from C&S, Vandergrift or Oklahoma EMS. We may release this information to law enforcement under limited circumstances, such as when the request is accompanied by a warrant, or when law enforcement needs specific information to locate a suspect or to stop a crime.
13. To coroners, medical examiners and funeral directors. C&S, Vandergrift or Oklahoma EMS may release information regarding a decedent to such persons as authorized by law or in order to identify the deceased, determine cause of death, or carry out other duties.
14. For organ, eye and tissue donation. C&S, Vandergrift or Oklahoma EMS may release medical information to organ, eye and tissue procurement organizations and similar entities in order to facilitate such types of donation, if you are an organ donor.
15. For research purposes. C&S, Vandergrift or Oklahoma EMS may be approached by researchers to provide medical information for research purposes, such as tracking a particular condition. We may provide medical information to a researcher if the researcher has obtained a special waiver from a committee established under federal law to oversee medical research to allow the researcher to not have to obtain the patients' permission prior to collecting the information. Also, the researcher must demonstrate that the information is necessary to the research and poses a minimal risk of an inappropriate use or disclosure. If the researcher does not obtain the waiver, then C&S, Vandergrift or Oklahoma EMS may not disclose the information without an Authorization signed by you.
16. To avert a serious threat to health and safety. C&S, Vandergrift or Oklahoma EMS may use or disclose your medical information to avert a serious and imminent threat to an individual or the public's health and safety.
17. For military and other specialized governmental functions. Medical information may be disclosed for military, defense, national security, intelligence or correctional activities.
18. For workers' compensation. C&S, Vandergrift or Oklahoma EMS may share medical information regarding work-related illness and injuries in order to comply with workers' compensation laws.
19. In a manner that does not personally identify you or reveal who you are. Any other use or disclosure of PHI, except those listed above will only be made by our services after receiving your written authorization. An Authorization is a written document that must specifically identify the information that we seek to use or disclose and when and how we seek to use or disclose it. For example, if you are applying for a life insurance policy, C&S, Vandergrift or Oklahoma EMS must obtain your Authorization to share your medical information with the life insurance company. You may revoke an Authorization at any time, in writing, except to the extent that we have already used or disclosed medical information in reliance on your Authorization or your Authorization was obtained as a condition of obtaining insurance coverage.

**Individual Rights.** You have a number of rights with respect to your PHI. Such rights are as follows:

1. Restrictions. You have the right to restrict how we use and disclose your medical information that we have about you for treatment, payment or health care operations purposes, or to restrict the information provided to family, friends and other individuals involved in your health care. However, we do not have to agree to any restriction if we believe that it would affect your transport and care. For example, if you request a restriction on information that is needed to provide you with emergency treatment, then we may use such information and disclose it to a health care provider so that they may provide you with emergency treatment. Also, if you wish to pay for our transport services out-of-pocket, in full, you can request that we not disclose information about such transport to your health insurer for payment or healthcare operations. We will honor such request unless you do not pay in full at the time of transport or the law otherwise requires that we share such information. Please contact the Privacy Official listed at the end of this notice if you wish to request a restriction.
  2. Confidential Communications. You have the right to request that C&S, Vandergrift or Oklahoma EMS reasonably accommodate you regarding the way in which we communicate to you involving your health, health care services or payment. For example, you may ask that we communicate with you only at your home. If we receive such a request in writing, we will do our best to reasonably accommodate such request.
  3. Access. You have the right to inspect and copy most of the medical information maintained by C&S, Vandergrift or Oklahoma EMS about you. We have forms available for you to use to request access to your PHI. Normally, we will provide you with access within 30 days of your request. We may charge you a reasonable copying fee. In limited cases, we may deny you access to your medical information. You may appeal certain types of denials. If we deny access, we will provide you with a written response and inform you about your appeal rights. You may also request an electronic medical record. Please contact the Privacy Official listed at the end of this notice if you wish to inspect and copy your medical information.
  4. Amendment. You have the right to ask C&S, Vandergrift or Oklahoma EMS to amend written medical information that we may have about you. For example, you can request that we correct an incorrect transportation date in your records. We will generally amend your information within 60 days of your request and will notify you when we have amended your information. We are permitted by law to deny your request to amend only in certain circumstances, such as when we believe that the information that you have asked us to amend is accurate and complete. You can appeal our denial. Please contact the Privacy Official listed at the end of this notice if you wish to request an amendment to your medical information.
  5. Accounting. You have the right to request an accounting from C&S, Vandergrift or Oklahoma EMS of certain disclosures of your PHI made by us during the last six (6) years prior to the date of your request. We will generally provide you with your accounting within 60 days of your request. We are not required to give you an accounting of information that we have used or disclosed for treatment, payment or health care operations, or when we share your PHI with our business associates. We are also not required to give you an accounting of our uses or disclosures of PHI for which you have already provided us with a written authorization. You can ask to get an electronic or paper copy of your medical records and other health information we have about you. If you want to know how to do this, please contact the Privacy Official listed at the end of this notice if you wish to request an accounting of your medical information that we have used or disclosed, which is not exempt from the accounting requirement.
  6. Electronic and Paper Notice. We currently maintain a web site that provides information about our services. C&S, Vandergrift and Oklahoma EMS is required to prominently post its Notice of Privacy Practices on such web site and to make the notice available electronically through the web site. If you have obtained this Notice electronically, you may obtain a paper copy by requesting such notice from the Privacy Official listed below or any staff member of our service.
  7. Breaches. Affected individuals have the right to be notified following a breach of unsecured PHI and C&S, Vandergrift or Oklahoma EMS will notify you promptly if a breach occurs that may have compromised the privacy or security of your PHI.
  8. Complaints. You may complain to C&S, Vandergrift or Oklahoma EMS, or to the Secretary of the United States Department of Health and Human Services if you believe that your privacy rights have been violated. Under no circumstances will our service take any retaliation against you for filing a complaint. If you have any questions, comments or complaints, please contact the Privacy Official listed below.
- Revisions to Privacy Notice.** C&S, Vandergrift and Oklahoma EMS reserves the right to change the terms of this Privacy Notice at any time. Any revised Privacy Notice will be promptly posted at our facility and also posted to our web site, if we maintain a web site at the time of such revision and available at our offices for you to request a copy. We also reserve the right to make the new Privacy Notice provisions effective for all PHI that we maintain.
- Privacy Notice/Compliance Contact Officer.** If you have any questions or comments or if you wish to file a complaint or exercise any of your individual rights listed in this Privacy Notice, please contact: Compliance Officer  
171 Thorn St, Apollo PA 15613 (724) 568-3864 x-114. The effective date of this Privacy Notice is January 01, 2015.