

# MEMBERSHIP APPLICATION - Kenai Peninsula Borough School District

1. MEMBER INFORMATION (please print)				
Primary Member First Name		Primary Member Last Name		
Home Phone Number ( )	Cell Phone Number ( )	Date of Birth / /		
E-mail Address		Current Member Household ID#		
Mailing Address	City	State	Zip	County
Home Address (if different than above)	City	State	Zip	County

I AGREE TO THE TERMS AND CONDITIONS V.01.2021 (shown within this document) FOR ALL MEMBERSHIP PRODUCTS I AM PURCHASING.

Initials	Date
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2. ADDITIONAL HOUSEHOLD MEMBERS (for additional members, write in empty space on this application)		
Secondary Member First Name	Secondary Member Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /

**FOR QUESTIONS**  
 Dan Stomm  
 Membership Sales Manager  
 907-205-0127  
 Daniel.Stomm@gmr.net

3. MEMBERSHIP OPTION	
<b>AMCN EMERGENT COVERAGE</b>	<b>1 YEAR</b>
Discounted Rate	<input type="checkbox"/> \$100

\* Multi-year memberships not available in AK & CA. 10-year membership not available in IN. Terms & conditions apply.



4. PAYROLL DEDUCT AUTHORIZATION	
<input type="checkbox"/> Payroll Deduct	<input type="checkbox"/> Membership Opt-Out
<p>I authorize Kenai Peninsula Borough School District to deduct the above selected amount from my paycheck for my AirMedCare Network Membership.</p> <p>If my employment ends prior to the full membership amount being deducted from my paycheck(s), I understand that the remaining balance will be deducted from my final paycheck.</p>	
<p><b>X</b>            _____            Signature required</p>	<p>_____/_____/_____            Date</p>

FOR OFFICE USE ONLY		
GET CODE	TRACK CODE	PLAN CODE
	15104	15565

## AIRMEDCARE NETWORK\* TERMS AND CONDITIONS (AK)

AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers\* (each a **Provider**). Guardian Flight LLC is the AirMedCare Network provider in Alaska. Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, 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 the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "**Insurance**" or "**benefits**" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. In Alaska only, under 3 AAC 31.640(c)(1), this Agreement is considered to be an insurance contract. In all other states, membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable. In Alaska, (a) there is no waiting period for membership renewal, (b) a 30 day grace period for payment will be applied to all renewals, (c) a membership application may be withdrawn or canceled by the applicant within the first 15 calendar days of the date on the New Member Welcome letter that is provided to all new members and all membership fees will be refunded and (d) the effective date of an agreement with a member is the date a complete application and payment is received by a Company.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

**8. LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

**10. ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.*

v.01\_2021

## IMPORTANT INFORMATION

If our network provider in your area is not requested for your transport or if it is not available for any reason such as being committed on another patient flight or out of service for weather or maintenance-related issues, you may need to be transported by a ground ambulance or an out of network air ambulance provider. Your membership only covers flights by AirMedCare Network participating providers so you will be responsible for payment to other service providers. It is important that you get the medical care you need as quickly as possible, regardless of who provides the transport, so you have the best chance for survival and degree of recovery.

## **AirMedCare Membership FAQ**

In a medical emergency every second counts, especially when transporting patients who are far away from adequate medical treatment. No one knows that better than AirMedCare Network (AMCN). AMCN providers respond to scene calls and provide hospital-to-hospital transports carrying seriously ill or injured patients to the nearest appropriate medical facility.

AMCN is America's largest air medical membership network, providing coverage across 320 locations in 38 states.

Expenses for emergency air medical transport can put stress on your finances. With an AMCN membership, you will have no out-of-pocket expenses only if flown by an AMCN provider. Best of all, membership covers not just yourself, but anyone who resides within your home.

Secure financial peace of mind for you and your family today!

### **1. How much does the annual membership cost?**

The annual cost is **\$100**.

### **2. How will the payroll deductions work?**

Payroll deductions will be taken from **5 paychecks** at a rate of **\$20 per paycheck**, for a total of **\$100**. This will be a post-tax deduction.

### **3. When will the benefit start?**

The AirMedCare benefit will begin on **January 1, 2025**. The coverage term lasts for **12 months**, following the **calendar year**.

### **4. If I don't sign up now, can I sign up at any time in the future?**

5. Yes, you can sign up for this benefit at any time during the year. However, if you sign up mid-year, your membership fee will be **prorated**.

### **6. Please define "household."**

A **household** is defined as everyone living under the same roof. If an ID matches the primary membership address, that person is considered part of the household. This includes all individuals living together in the same residence, whether they are related or not. A child attending college in another state is also considered part of the household.

### **7. If I am enrolled on Medicaid, am I eligible to sign up for the AirMedCare membership?**

Per state law, Medicaid recipients are **not** eligible for this benefit.