

# LifeCare 2021 Coverages and Membership Contract

## (IMPORTANT INFORMATION – PLEASE READ CAREFULLY BEFORE SIGNING APPLICATION)

- 1. Who is eligible for membership in LifeCare?** Residents of Fort Wayne and most of Allen County. Residents of a small portion of Eel River Township are not eligible.
- 2. What does my LifeCare membership cover?** LifeCare **IS NOT INSURANCE**. LifeCare is a membership program that limits the amount you have to pay **that your insurance does not pay** of your ambulance charges. This membership covers only charges for medically necessary ambulance service provided by Three Rivers Ambulance Authority (TRAA) or any participating Allen County township ambulance service **excluding services provided by New Haven Emergency 45 EMS and Northeast EMS**. Additionally, LifeCare membership coverage **does not cover ambulance service that is not reasonable and medically necessary**. **Residents of New Haven, unincorporated Adams Township, Cedar Creek Township and Springfield Township receive primary ambulance coverage from New Haven E45 or Northeast EMS. TRAA does not cover these areas. Residents of these areas may purchase LifeCare for coverage by TRAA if they work in or travel to Fort Wayne.**
- 3. What is “Medically Necessary”?** LifeCare’s definition of medical necessity follows the federal government’s definition for federal health insurance programs such as Medicare. The specific definition of medically necessary used by federal government programs is: “**Medical necessity is established when the patient’s condition is such that the use of any other method of transportation would be hazardous to the patient’s health. This implies that alternative, less expensive forms of transportation should be used unless the health of the beneficiary would be at risk by so doing. If transportation other than an ambulance could be utilized without endangering the individual’s health, whether or not other transportation is actually available, no payment may be made for the ambulance service. Additionally, Medicare will not reimburse for ambulance transportation if the service planned for the patient at the destination could be provided as effectively and more economically at the patient’s location (e.g. nursing home, residence.)**” In other words, if the patient did not actually need the medical services of the ambulance personnel, and could have been transported by wheelchair van, taxi, private car, or some other means without it being reasonably expected to endanger the patient’s life, the LifeCare membership and most insurance companies will not cover this service.
- 4. Who decides if my transport is medically necessary?** It is **fraud** for ambulance services to bill Medicare for services that the ambulance service believes do not meet medical necessity criteria without notifying Medicare that we question the medical necessity of the service. Therefore, the first determination will be made by TRAA before billing Medicare or your private insurance using Medicare and standard insurance guidelines. The second determination is made by your insurance. If your insurance decides the transport is medically necessary, and pays part of the bill, your LifeCare membership will cover any amount of the ambulance bill **not paid by your insurance** following the guidelines outlined in section “*What coverages does LifeCare provide?*” TRAA reserves the full right to ultimately determine whether or not the ambulance transportation was medically necessary for LifeCare coverage, or to determine if abuse of the program exists (see section “*What is abuse and how does it affect my LifeCare coverage?*”).
- 5. What coverages does LifeCare provide?** LifeCare covers all **medically necessary** ambulance service, both emergency and non-emergency as outlined below. You (the member) are responsible only for the amount actually paid by your insurance company, under the following conditions: If your insurance pays a portion of the charges (more than just the amount of your LifeCare membership fee), you are not responsible for payment of any balance not paid by your insurance. If your insurance company pays nothing toward your bill, pays only your membership fee cost, applies entire amount to your deductible, you have no insurance, or your ambulance service is determined as not medically necessary, you will be financially responsible for 60% of the ambulance bill and will be given a credit of 40% of the bill for your membership status. **Continual or frequent use of ambulance service for non-medically necessary reasons may be considered an abuse of the LifeCare membership** (see section “*What is abuse and how does it affect my LifeCare coverage?*”).
- 6. What is NOT COVERED?** Certain items are specifically excluded from coverage and **are not covered by LifeCare**. You understand that if you use ambulance service for any of these excluded services, your LifeCare membership **WILL NOT** cover these charges and you will be financially responsible for the entire amount of the ambulance bill. **The items specifically excluded are:**
  - Transportation to or from a facility not within Allen County, Indiana;
  - Transportation from one facility to another that is solely at the patient’s (member’s) request, unless the second facility is capable of providing medically necessary care not available at the first facility;
  - Services considered by Medicare as “Non-Covered Services” (except for emergency ALS/BLS dual responses and treat/no transport);
  - Transportation by a non-participating ambulance service or any air ambulance provider;
  - Transportation to or from: **Physician’s Offices - Pharmacies - Dentist’s Offices - Physical Therapy Centers;**
  - Interhospital transports provided by Lutheran Hospital’s MICU or Parkview Hospital’s ambulance or MICU
- 7. What if my ambulance service is not medically necessary? If you have Medicare** and your ambulance service is unable to demonstrate sufficient medical necessity to bill Medicare, YOU will be asked to provide documentation from your physician or hospital to demonstrate medical necessity for billing purposes. If you fail to provide proper documentation, or Medicare determines your transport was **not medically necessary**, you will be financially responsible for 60% of the ambulance bill and will be given a credit of 40% of the bill for your membership status. If you wish to appeal Medicare’s decision, TRAA will assist you in your appeal. If you have private insurance and your insurance company determines your transport to be not medically necessary, you will be financially responsible for 60% of the ambulance bill and will be given a credit of 40% of the bill for your membership status. If you have no insurance, you will be financially responsible for 60% of the ambulance bill and will be given a credit of 40% of the bill for your membership status. **For all cases, continual or frequent use of ambulance service for non-medically necessary reasons may be considered abuse of the LifeCare membership and your membership may be cancelled by TRAA** (see section “*What is abuse and how does it affect my LifeCare coverage?*”).
- 8. What is “abuse” and how does it affect my LifeCare coverage?** Abuse is the continual use of ambulance service for reasons that are **not medically necessary**, when the member either knows, or should know that the ambulance service **would not be considered medically necessary**, or after the member has been informed by TRAA that their pattern of use of ambulance service for **non-medically necessary** service is an abuse of their membership. **If abuses of ambulance service for non-medically necessary reasons continue after the member has been notified by TRAA, the member’s LifeCare membership may be revoked and cancelled at the sole discretion of TRAA**. TRAA reserves the sole right in determining when an abusive pattern of use of ambulance service and the LifeCare membership exists. Membership fees WILL NOT be refunded if your membership is cancelled by TRAA.
- 9. Does LifeCare cover ambulance service provided by my Allen County township ambulance service?** Yes. LifeCare covers your charges for ambulance services provided by your local participating Allen County township ambulance service, the same as service provided by TRAA, except services provided by New Haven Emergency 45 EMS and Northeast EMS, which are not covered. (see section “*Who are Participating Ambulance Services?*” below.)
- 10. Who are Participating Ambulance Services?** Three Rivers Ambulance Authority (TRAA) and all Allen County township ambulance services **EXCEPT** New Haven Emergency 45 EMS and Northeast EMS are participating ambulance services. New Haven Emergency 45 EMS and Northeast EMS ARE NOT participating ambulance services.
- 11. Does LifeCare coverage extend outside of Allen County?** No. LifeCare only covers services provided within Allen County, Indiana, and only when you are transported by TRAA or a participating Allen County township ambulance service.
- 12. Which family members are covered under a single membership?** A single membership covers you, your spouse, and single dependent children living with you under the age of 26. Any/all dependents must be living with you or be claimed as a dependent on your Federal Income Tax.
- 13. Who receives the money my insurance pays?** As a LifeCare member, TRAA or your local participating Allen County township ambulance service will bill your insurance for you (excluding auto insurance). You agree to authorize Medicare or your insurance company to send payment directly to TRAA or your local participating Allen County township ambulance service. Further, you agree to immediately send any payment you may receive from your insurance company to TRAA or your local participating Allen County township ambulance service as a condition of your membership. By abiding by these terms, TRAA or your local participating Allen County township ambulance service agrees to accept payments by your insurance company as payment in full, and you will not owe the balance not paid by your insurance. **Failure to abide by these terms will nullify this membership contract and you will owe all charges**.
- 14. What are the effective dates of my membership?** Your membership will be effective once we receive your completed application with your signature and your membership fee. All memberships are valid through June 30, 2022 unless revoked or cancelled by TRAA.