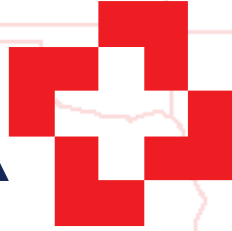




**MASA**



**Medical<sup>TM</sup>  
Transport  
Solutions**

A Division of MASA Global

## **Member Services Agreement** **Emergent Plus**

### **Important Instructions**

- Always have your membership card with you
- Emergency Ground and Air services are activated by calling 911  
YOU DO NOT NEED TO CONTACT MASA MTS IN A MEDICAL EMERGENCY
- National toll free number **1-800-643-9023**

**Any Ground. Any Air. Anywhere.<sup>TM</sup>**

# MEMBER SERVICES AGREEMENT

## EMERGENT PLUS MEMBERSHIP

This Member Services Agreement ("Agreement") made and entered into by and between Medical Air Services Association, Inc. d/b/a MASA MTS (hereinafter, "MASA MTS"), and the subscribing Member (hereinafter, the "Member"). In consideration of payment of the Membership and other related fees associated with such Membership, MASA MTS agrees to provide the benefits described herein to the Member, during the term of such Membership, subject to the conditions and limitations set forth below.

## ARTICLE I Definitions

**"Emergent Air Transportation"** shall be defined as a transport, necessitated by a Serious Emergency, by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft from (i) the site of the Serious Emergency, (ii) a Suitable Airport, nearest the site of the Serious Emergency, or (iii) a hospital where Member is receiving treatment resulting from the Serious Emergency to the nearest and most appropriate Medical Facility readily capable of receiving Member and providing the necessary level of care, as may be required due to the Serious Emergency. Transportation by fixed-wing aircraft shall be due, exclusively, to (i) the unavailability and/or inefficiency of transport by rotary aircraft or ground transport and (ii) necessity of specialized treatment for a Serious Emergency not immediately available locally. Transports covered under this Agreement must originate and conclude within the United States and/or Canada. MASA MTS shall not be liable for transportation that is not necessitated by a Serious Emergency. Further, MASA MTS' liability shall not extend beyond transportation to the nearest and most appropriate Medical Facility, readily capable of receiving Member and providing the necessary level of care, as may be required by the Serious Emergency.

**"Non-Emergent Air Transportation"** or **"Inter-Facility Air Transportation"** shall be defined as a transport, not necessitated by a Serious Emergency, by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft from a Suitable Airport nearest the Medical Facility where Member is presently admitted to the nearest and most appropriate Medical Facility, capable of providing the necessary, specialized level of care, as may be required to treat Member's condition(s).

**"Emergent Ground Transportation"** shall be defined as a transport, necessitated by a Serious Emergency, by a medically-equipped ground vehicle from (i) the site of the Serious Emergency, (ii) a Suitable Airport, following arrival from an Emergent Air Transportation, or (iii) a hospital where Member is receiving treatment resulting from the Serious Emergency to the nearest and most appropriate Medical Facility readily capable of receiving Member and providing the necessary level of care, as may be required due to the Serious Emergency, or to a Suitable Airport for the purposes of Emergent Air Transportation, as may be required by the Serious Emergency. Such transportation services must originate and conclude within the United States and/or Canada.

**"Legal Dependent"** shall mean the unmarried, biological and/or legal son, daughter, stepson, or stepdaughter of the Member or some other similar person over whom Member has legal custody and/or control that (i) shares the same Residence as Member, unless enrolled as a full-time student, and (ii) who is under the age of twenty-six (26) years old.

**"Medical Facility"** shall be defined as a hospital, licensed and operated according to all applicable laws, which possesses the facilities necessary to provide for the diagnosis and treatment, including major surgical intervention, of injury and sickness by or under the supervision of physicians on an inpatient basis with continuous, twenty-four (24) hour nursing services. Medical Facility does not include physical rehabilitation centers, skilled nursing centers or hospice settings, even if they are otherwise contained within a Medical Facility.

**"Member"** shall be defined as the person who makes, either directly or through a third-party, the application for Membership with MASA MTS and whose application and applicable fees have been received by MASA MTS, and thereby becomes a Member in good standing. For the purposes of this Agreement, Member shall also mean Member's spouse or other legally-recognized domestic partner and any Legal Dependent(s), if the Member has enrolled in a family Membership.

**"Participating Providers"** shall be defined as the network service providers contracted by MASA MTS to render services on behalf of Member, whether through coordinated services or post-service invoicing. By contracting directly with MASA MTS, such Participating Providers shall not collect from Member for services rendered, except those amounts paid by Member's primary insurer(s) and/or Membership programs, including, but not limited to, this Agreement.

**"Physician"** shall be defined as a duly licensed Doctor of Medicine (MD) or Doctor of Osteopathy (DO).

**"Out-of-Pocket Expenses"** shall be defined as the amount(s) paid for Services in a particular, geographic area(s) based on what service providers are paid for the same or similar service(s) in the same or similar area(s). In determining such Expenses, MASA MTS shall apply a blended model taking into consideration additional factors, including, but not limited to, expense determinations by the Member's primary insurance plan(s) and/or program(s); historical claims data; Medicare allowable rate; and industry billing practice, among other considerations. The determination of the reasonableness of such Expenses is at the sole discretion of MASA MTS and is determined on a case-by-case basis, in consideration of the factors above.

**"Suitable Airport"** shall be defined as an airport of such location, construction and facilities to safely accommodate the landing, ground service and maintenance requirements, and take-off of the servicing rotary and/or fixed-wing aircraft.

**"Serious Emergency"** shall be defined as an emergency where delay in immediate treatment(s) and/or procedure(s) may result in permanent and/or irreversible harm to Member such as, but not limited to, paralysis, loss of limb, visual impairment, organ damage, and/or death. Instances where Member is in stable condition with no immediate risk of permanent and/or irreversible harm shall not be considered a Serious Emergency.

## ARTICLE II Services

**Emergent Air Transportation.** MASA MTS hereby agrees to provide services, at no cost to the Member, associated with the Emergent Air Transportation of Member by a Participating Provider as a result of a Serious Emergency. Such services shall not be arranged and/or coordinated by MASA MTS but shall occur at the direction of a first responder and/or treating Physician. In certain instances, extenuating, emergency circumstances and/or the independent determination(s) of a first responder and/or treating Physician may result in Member being transported by a service provider that is not a Participating Provider. As such instances are completely outside of the control of both Member and MASA MTS, MASA MTS hereby agrees to reimburse, subject to the limitations described below, Member's Out-of-Pocket Expenses associated with such transportation, as Member would not have been liable for such expenses had Member been transported by a Participating Providers. In the event that the transportation services are rendered by a service provider that is not a Participating Provider but is within Member's primary health and/or other insurance network, MASA MTS agrees to reimburse all of Member's Out-of-Pocket Expenses associated with such transportation. However, in the event that the transportation services are rendered by a service provider that is not a Participating Provider or within Member's primary health and/or other insurance, MASA MTS shall reimburse the lesser of (i) Member's Out-of-Pocket Expenses or (ii) twenty thousand dollars (\$20,000). In the event that such reimbursement is unable to fully extinguish Member's liability for such transportation, MASA MTS shall make such payment to Member directly, unless otherwise directed by Member.

**Non-Emergent Air Transportation.** MASA MTS hereby agrees to provide services associated with the Non-Emergent Air Transportation of Member. Such services shall be arranged and/or coordinated by MASA MTS, contingent upon (i) certification by Member's treating physician and MASA MTS' Medical Director that such transportation is medically necessary and (ii) Member's compliance with the Access of Services provision of this Agreement. In the event that the receiving Medical Facility is less than one hundred (100) statute miles from the transferring Medical Facility, MASA MTS may elect to transport Member by either a medically-equipped, rotary (i.e., helicopter) or ground ambulance. Such election shall give deference to the opinion of Member's treating physician.

**Emergent Ground Transportation.** MASA MTS hereby agrees to provide services associated with the Emergent Ground Transportation of Member by a Participating Provider as a result of a Serious Emergency. Such services shall not be arranged and/or coordinated by MASA MTS, but shall occur at the direction of a first responder and/or treating Physician. In certain instances, extenuating, emergency circumstances and/or the independent determination(s) of a first responder and/or treating Physician may result in Member being transported by a service provider that is not a Participating Provider. As such instances are completely outside of the control of both Member and MASA MTS, MASA MTS hereby agrees to reimburse Member's Out-of-Pocket Expenses associated with such transportation, as Member would not have been liable for such expenses had Member been transported by a Participating Providers.

**Repatriation/Recuperation.** MASA MTS hereby agrees to provide services associated with the coordination and provision of Member's non-emergent, Repatriation/Recuperation transportation, in the event Member is hospitalized in a Medical Facility more than one hundred (100) statute miles from Member's Residence and Member's treating physician and MASA MTS's Medical Director determines it is feasible and medically appropriate to transfer Member to a Medical Facility nearer to Member's Residence for recuperation. Such services shall be arranged and/or coordinated by MASA MTS, contingent upon (i) certification by Member's treating physician and MASA MTS' Medical Director that such transportation is medically necessary and (ii) Member's compliance with the Access of Services provision of this Agreement. Such services may be performed, at the discretion of MASA MTS, by either (i) a commercial, common carrier or (ii) a medically-equipped, rotary (i.e., helicopter), fixed-wing or ground ambulance. Such election shall give deference to the opinion of Member's treating physician. Although every effort will be made to transport Member to medical facility of Member's choice, some factors outside of MASA MTS's control may limit ability to fulfill Member's request. Such factors include, but not limited to, bed availability at requested medical facility and required services for Member's condition not available at requested facility.

## ARTICLE III General Provisions

**Effective Date.** This Agreement, and the Services provided herein, shall become in force and effective upon the latter of the Effective Date as separately agreed upon by MASA MTS and Member's employer/participating group or MASA MTS' receipt of Member's fully executed Membership Application or Member's employer/participating group's updated roster containing Member's name, unless otherwise mutually agreed to, in writing, by all parties ("Effective Date"). MASA MTS shall not be obligated to perform any of the Services described herein prior to the Effective Date of this Agreement.

**Rate.** In consideration for the Services provided herein, Member shall pay to MASA MTS the rate \$14.00 per month or \$160.00 per year (the "Membership Fees"). In the event MASA MTS elects to amend or otherwise change the Membership Fee rate proscribed herein, MASA MTS will provide Member with at least thirty (30) days advance written notice of such impending change in the Membership Fee rate.

**Identification.** MASA MTS shall provide Member with an identification card bearing a Membership Number. Such card and other forms of identification should be carried by the Member at all times, as to provide proof of Membership and the right to Services under this Agreement.

**Access of Services.** Services rendered under Non-Emergent Air Transportation and Repatriation/Recuperation must be coordinated and/or provided directly by MASA MTS. In the event that such Services are not rendered directly by MASA MTS, all requests for post- service payment and/or reimbursement will be denied for violation of the "Access of Services" provision of this Agreement. Member agrees to provide MASA MTS with timely – as may be reasonably possible – notice, including any supplemental information as may be requested by MASA MTS, of Member's need to utilize the applicable Services. Member acknowledges and agrees that certain Services as provided for herein are time sensitive; therefore, MASA MTS requires notice at the earliest possible moment to secure the MASA MTS Medical Director's approval, as may be required, and to allow proper time to facilitate the provision of benefits and/or services.

**Geographical Limitations.** All Services under this Agreement are limited to the continental United States, Alaska, Hawaii and Canada, and must originate and conclude therein.

**Service Contract.** The Member shall not contract, authorize or engage any service or expense in the name of or on behalf of MASA MTS. The obligations of the MASA MTS in this Agreement are limited to providing the Services, as described herein.

**Supplemental Protection.** Further, Member acknowledges and agrees that the Services provided hereunder are meant exclusively to supplement Member's health and/or other insurance coverage(s). For that purpose, Member acknowledges and agrees that MASA MTS shall be liable to Member for no more than Member's Out-of-Pocket Expenses consistent with and proportionate to Member's liability in the event that Member's health and/or other insurance coverage(s) paid its full policy and/or plan obligations, regardless of specific caps for emergent air and/or ground transportation.

**Authorization.** To facilitate the providing of services, the Member does hereby authorize any physician, hospital, medical attendant or others to furnish to MASA MTS any and all information regarding the Member's physical condition including x-rays acquired in the course of examinations and treatment.

**Cancellation & Reimbursement.** Should Member desire to terminate this Agreement, written notice of cancellation must be sent by (i) certified mail, return receipt requested, to the Administrative Office of MASA MTS; (ii) electronic mail, including delivery confirmation, to [cancellation@masamts.com](mailto:cancellation@masamts.com); or (iii) facsimile, including confirmation of delivery, to (817) 416-2326. Member acknowledges and agrees that failure to provide proof of notice of cancellation delivery may result in the delayed termination of this Agreement. In the event that Member terminates this Agreement within thirty (30) days of the Effective Date and provided that Member has not received any of the Services subject to this Agreement, Member may receive reimbursement of Membership fees.

## ARTICLE IV Exclusions

All Services, subject to this Agreement, shall be provided contingent upon receipt of a completed Membership application, or related documentation; all applicable fees; and commencement of the Effective Date. MASA MTS reserves the right to deny claims reported to MASA MTS one-hundred and eighty (180) days or more from the date that the claim originated. This Agreement does not provide for transport arising out of or caused by the following: (i) elective and/or cosmetic surgery; (ii) occurrences related to military personnel during active duty hours; (iii) air travel, other than as a passenger in an aircraft operated by a common-carrier airline, maintaining regular published schedules; (iv) treatment for mental illness or disease; and/or (v) terminal conditions and/or illnesses.

State laws may prevent a Medicaid recipient from participating in a medical transport Membership and/or association. In the event that Member and/or any other covered person under this Agreement is a Medicaid recipient, this Agreement shall be null and void as to that Member. In the event that all Members subject to this Agreement are Medicaid participants, Member shall immediately notify MASA MTS, whereupon MASA MTS will cancel the Membership and provide a pro-rata refund for the Membership fees.

## ARTICLE V Limitations on Liability

**Liability.** MASA MTS shall not be liable for any negligence and/or tortious acts, or omissions, resulting from services provided by emergent and/or non-emergent medical providers. MASA MTS is not liable for delayed and/or canceled departures or arrivals due to unsafe conditions, as determined by airport authorities and/ or pilots, Acts of God or mechanical failure.

**Death, Disability & Injury.** MASA MTS shall not be liable to any person for the death, disability or injury of the Member, the patient, or any other person accompanying the patient. Member acknowledges and agrees that MASA MTS may enter into contracts with local ground and/or air ambulance carriers and that such contract carriers shall be solely responsible in the event of any injury or death to the Member which might occur during the course of transport by such contracted carrier.

**Impossibility of Performance.** MASA MTS shall not be liable for failure to perform under this Agreement in the event that such failure is caused by Act of God, fire, flood, strike, labor dispute, riot, insurrection, war or any other cause beyond the control of MASA MTS. Nothing herein contained shall require MASA MTS to take any action contrary to law, any order or regulation of any governmental agency or officer, or contrary to any permit or authorization granted to MASA MTS by any governmental agency.

**Alternative Dispute Resolution ("ADR") & Legal Action.** The Parties agree that all disputes arising hereunder shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. In the event of any legal action, the prevailing party shall be reimbursed all legal costs and reasonable attorney's fees by the losing party. This Agreement is issued in the State of Texas, and the venue of any action to enforce this Agreement shall be Tarrant County, Texas, and shall be constructed in accordance with the

laws of the State of Texas.

**Entire Agreement.** All provisions of this Agreement, the Member's identification card or other related agreement to provide services constitute the entire agreement between MASA MTS and the Member. If any provision is declared null and void under the law, that provision is severable, and the remainder of this Agreement shall remain in full force and effect.

**Grace Period.** Payment of Membership Fees is required no later than ten (10) days following the end of the Membership term for monthly Memberships and thirty (30) days following the end of the Membership term for annual Memberships ("Grace Period"). If payment is not made within the Grace Period, then MASA MTS shall not be responsible for any Services to Member. Member is solely responsible for the payment of all Membership fees, even if payment is submitted to MASA MTS by a designated third-party. This provision means that if any required premium is not paid on or before the date it is due, it may be paid subsequently during the Grace Period. During the Grace Period, the contract will stay in force.

**Non-Assignment.** Member may not assign this Agreement or any of Member's rights and/or responsibilities herein without the prior written, express approval of MASA MTS.

**Non-Waiver.** Any waiver of a term, condition and/or right under this Agreement must be unequivocally expressed in writing and executed by MASA MTS's Legal Department. No action and/or inaction by MASA MTS shall be considered a waiver of a term, condition and/or right under this Agreement unless expressed, as described above. Any failure and/or refusal by MASA MTS to enforce any provision of this Agreement shall not be construed as a waiver of a term, condition and/or right effected by such provision or impairment of MASA MTS's right to enforce a term, condition and/or right affected by such provision or any other provision of this Agreement thereafter.

**Legal Counsel.** Member hereby grants to MASA MTS the authority to retain, at MASA MTS' sole expense, legal counsel on behalf of Member for the purposes of negotiating and/or resolving any third-party claims related to the Services. Furthermore, Member grants to MASA MTS an irrevocable right to settle and/or resolve Member's outstanding obligations related to the Services without further approval and/or consent by Member. Member acknowledges and agrees that failure to reasonably cooperate or assist the retained legal counsel may result in a limitation of MASA MTS obligations to perform Services.

**Subrogation.** Member hereby irrevocably assigns to MASA MTS all of Member's rights, entitlements and interests in any and all insurance policy and/or plan benefits to which Member may be entitled to receive monies for any of the same services provided herein by MASA MTS. Member warrants that MASA MTS may pursue any claims for payment of any insurance benefits directly to itself from any insurance source from which Member is entitled to payment of monies for any of the same services provided herein by MASA MTS.

**Preexisting Conditions.** Member's eligibility to enroll in MASA MTS' Membership program shall not be affected by any pre-existing health conditions contained by Member at the time of enrollment. Notwithstanding the aforementioned, Members receiving medical care, treatment, prescription medicine or have developed a medical condition that is determined to be preexisting within one- hundred-eighty (180) day period preceding the effective date or reinstatement date of the Membership, have a ninety (90) day waiting period prior to being eligible to receive services being rendered for that care, treatment, prescription medicine or newly developing preexisting condition. Member shall have full access to emergent services, ("Emergent Air Transportation" and "Emergent Ground Transportation"), from the effective date of this Agreement.

**Eligibility.** Member's eligibility to enroll in MASA MTS' Membership program shall be conditioned upon Member being employed or otherwise associated with a group duly authorized to offer MASA MTS' Membership program to its employees and/or group Members.

**Term.** In the event that the Member elected a monthly Membership, the term of the of the Membership shall be one (1) month from the Effective Date of the Membership and shall automatically renew on a monthly basis, unless otherwise terminated. In the event that the Member elected an annual Membership, the term of the Membership shall be one (1) year from the Effective Date of the Membership and shall automatically renew on an annual basis, unless otherwise terminated.

**Termination.** Termination of this Agreement by MASA MTS or Member, if applicable, shall be without prejudice to any continuous loss which commenced while the contract was in force, but any extension of benefits beyond the period the contract was in force may be limited to payment for the treatment of a specific accident or illness incurred while the Member's agreement was in force.

**Extension of Benefits & Conversion Rights.** The termination of this contract by MASA MTS is without prejudice to any continuous loss which commenced while the contract was in force. In the event Member's group is no longer authorized to provide MASA MTS' Membership program or Member is terminated from the group, then Member's benefits shall continue through the duration of the original term of the Membership.

**Informal Grievances.** A Member having a grievance against MASA MTS for any matter arising out of this Agreement or services rendered under this agreement may submit an informal oral grievance to MASA MTS. Assistance with grievance procedures, including assistance with informal oral grievances, may be obtained by calling Member Services at 1-800-643-9023. Oral grievances shall be submitted to Member Services at the phone number provided. MASA MTS will respond to the informal oral grievance as soon as reasonably possible.

**Submission of Formal Grievances.** Any Member who has a grievance against MASA MTS for any matter arising out of this Agreement or services rendered under this agreement may submit a formal written statement of the grievance to MASA MTS. Such written statement shall be specifically identified as a grievance and shall be filed within one (1) year of the occurrence of the events upon which the grievance is based. The grievance shall contain a statement of the action requested, the Member's name, address, telephone number, Member number and signature, and the date. The grievance shall be mailed to the following: Medical Air Services Association, Inc., Attn: Legal Department at 1250 S. Pine Island Road, Suite 500, Plantation, Florida 33324. More information on this procedure may be obtained by calling Member Services at the phone number listed above.

**Response to Formal Grievances.** MASA MTS shall review each formal grievance within thirty (30) days of receiving the written grievance. If further information is required, MASA MTS may ask the Member to appear before representatives of MASA MTS at a location convenient to the Member and MASA MTS, or by telephone or video conference. If the grievance involves the denial of benefits or services, MASA MTS shall provide a written decision referencing specific provisions of this Agreement upon which the denial is based. The grievance must be resolved and a response communicated to the Member within sixty (60) days of MASA MTS' receipt of the written grievance. However, if the grievance requires the collection of information from outside MASA MTS' service area, an additional thirty (30) days are allowed for processing.



**Mailing Address**  
MASA GLOBAL BUILDING  
1250 S Pine Island Rd, Suite 500  
Plantation, FL 33324

**Telephone**  
Membership Services (800) 423-3226  
Emergency Access (800) 643-9023  
Itinerary Fax (817) 491-1368

**E-Mail**  
info@masamts.com

**Membership Offices**  
630 E. Southlake Boulevard, Suite 138  
Southlake, Texas 76092

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