

At Home or Traveling



A Division of MASA Global
MASA SINCE 1974

MASA MTS PLATINUM MEMBERSHIP

Member Services Agreement

Important Instructions

- ☐ Always have your membership card with you
- ☐ Emergency Ground and Helicopter 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**

MEDICAL AIR SERVICES ASSOCIATION

MASA MTS MEMBERSHIP MEMBER SERVICES AGREEMENT

This Member Services Agreement ("Agreement") made and entered into by and between MASA Medical Transport Solutions (hereinafter, "MASA MTS"), a division of Medical Air Services Association, Inc., and the subscribing Member (hereinafter, the "Member"). In consideration of payment of the membership and other related fees, MASA MTS agrees to provide the benefits described herein to the Member, during the term hereof, subject to the conditions and limitations set forth below.

ARTICLE I Definitions

"Emergent Air Transportation" shall be defined as 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.

"Emergent Ground Transportation" shall be defined as 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.

"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 dependents, up to the age twenty-six (26), of the Member(s).

"Non-Emergent Air Transportation" shall be defined as a non-emergent, medically necessary transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft from a hospital where Member is presently admitted to the nearest and most appropriate Medical Facility, not less than one hundred (100) miles from the place of departure of such Transportation, capable providing the necessary, specialized level of care, as may be required.

"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.

"Residence" shall be defined as Member's home address, as identified on Member's membership application or communicated otherwise in writing, within the Basic Coverage Area. Notice of change of address must be submitted by (i) certified mail, return receipt requested, to the Administrative Office of MASA MTS; (ii) electronic mail, including delivery confirmation, to info@masa.global; or (iii) facsimile, including confirmation of delivery, to (817) 416-2326 and MASA MTS's written acknowledgment of such notice. Notice of change of address must be received by MASA MTS prior to any injury, illness or other incident which may activate the provision of service(s).

"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.

ARTICLE II Services

Emergent Air Transportation². MASA MTS hereby agrees to reimburse, via direct or pass-through payment, Member's Out-of-Pocket Expense resulting from Emergent Air Transportation, necessitated by a 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. Coverage for Emergent Air Transport 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 not available locally. Transport must result from the request or recommendation by a first-responder or transferring physician who deems Emergent Air Transportation as medically necessary. Services must be provided by a medically-equipped helicopter or fixed-wing aircraft that is provided by a common air ambulance carrier. Transports covered under this Agreement must originate and end within the continental United States, Alaska and/or Hawaii.

Non-Emergent Air Transportation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of Member's non-emergent, medically necessary transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft from a hospital 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. In the event the receiving Medical Facility is more than one hundred (100) statute miles from the place of departure, MASA MTS shall coordinate a medically-equipped, fixed-wing aircraft; however, in the event that the receiving Medical Facility is less than one hundred (100) statute miles from the place of departure or if more expedient, MASA MTS shall coordinate a medically-equipped, rotary aircraft or ground ambulance. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon (i) certification by Member's treating physician and MASA MTS' Medical Director and (ii) Member's compliance with the Access of Services provision of this Agreement.

Emergent Ground Transportation². MASA MTS hereby agrees to reimburse, via direct or pass-through payment, Member's Out-of-Pocket Expense resulting from Emergent Ground Transportation, necessitated by a 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.

Repatriation/Recuperation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of Member's non-emergent transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft in the event Member is hospitalized 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. 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, no bed available at requested medical facility and required services for Member's condition not available at requested facility. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon (i) certification by Member's treating physician and MASA MTS' Medical Director and (ii) Member's compliance with the Access of Services provision of this Agreement.

Return Transportation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of Member's transportation by regularly-scheduled commercial carrier to the commercial airport nearest to Member's Residence following Member's release from a Medical Facility located more than one hundred (100) statute miles from Member's Residence. Fare and class for such transport is at the sole discretion of MASA MTS. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

Escort Transportation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of transport for Member's spouse, other family member or companion to accompany Member's transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft, giving due priority to the medical personnel and/or equipment and the welfare and safety of the patient.

Visitor Transportation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of a round-trip, regularly scheduled, commercial flight for Member's spouse, other family or companion to join Member in the event that Member is or is hospitalized more than one hundred (100) statute miles from Member's Residence for more than seven (7) days or at the sole discretion of MASA MTS. Fare and class for such transport is at the sole discretion of MASA MTS. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

Minor Return Transportation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of transportation of a minor in the event that the minor is left unattended as a result of Member's utilization of Emergent Air Transportation, Emergent Ground Transportation, Repatriation/Recuperation or Mortal Remains Transportation. MASA MTS shall also provide for a qualified attendant to accompany such minor en-route, in the event that minor's age or medical condition may necessitate such accompaniment. Fare and class for such transport is at the sole discretion of MASA MTS. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

Organ Retrieval & Organ Recipient Transportation². MASA MTS hereby agrees to provide services associated with the coordination and provision of transportation of an organ to be used in an organ transplant procedure required by the Member. This service shall apply to the retrieval of a heart, heart/lung, liver, kidney, lung or pancreas, anywhere in the United States of America. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

Vehicle Return¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of vehicle return services to Member's Residence for ground vehicles as a result of Member's utilization of Emergent Air Transportation, Emergent Ground Transportation, Repatriation/Recuperation or Mortal Remains Transportation. Vehicle return services shall only apply to traditional ground vehicles, including, but not limited to, car/truck, van, motorcycle, travel trailers or motor homes, owned or rented by Member. MASA MTS shall bear the cost of fuel, oil and driver – contract directly by MASA MTS. The Member shall bear the cost of vehicle repair due to mechanical breakdown en-route. Vehicle must be in a condition suitable for safe operation on the highway. Only one (1) vehicle, including any vehicle in town, shall be returned per incident.

Mortal Remains Transportation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of transportation, by regularly-scheduled commercial carrier to the commercial airport nearest to Member's Residence, of Member's mortal remains in the event of Member's death more than one hundred (100) statute miles from Member's Residence. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

Pet Return Transportation¹. MASA MTS hereby agrees to provide services associated with the coordination and provision of return transportation of Member's pet to Member's Residence, as a result of Member's utilization of Emergent Air Transportation, Emergent Ground Transportation, Repatriation/Recuperation or Mortal Remains Transportation. Covered pets include, but are not limited to, dogs, cats, and/or other small animals. Pets covered by this benefit shall be limited to two (2) per Member. MASA MTS is not responsible for pet's illness, injury or death during such return. Such services may be provided by common carrier, if appropriate, and subject to the rules and regulations of the same. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

Worldwide Coverage. As a Platinum Member, Non-Emergent Air Transportation, Repatriation/Recuperation, Return Transportation, Escort Transportation and Mortal Remains Transportation benefits shall extend worldwide. Worldwide coverage shall automatically extend to the United States, Canada, Mexico, the Bahamas, Bermuda and the Caribbean (collectively, "Basic Coverage Area"), and extend elsewhere contingent upon ten (10) day prior notice of such travel. Notice may be provided by (i) certified mail, return receipt requested, to the Administrative Office of MASA MTS; (ii) electronic mail, including delivery confirmation, to info@masa.global; or (iii) facsimile, including confirmation of delivery, to (817) 416-2326 and MASA MTS's written acknowledgment of such notice. Notice must include a travel itinerary of travel destinations and dates. Unless otherwise authorized by MASA MTS in writing, worldwide coverage shall apply to up to ninety (90) days per trip. Monthly Platinum members, who desire worldwide coverage beyond the Basic Coverage Area, must make payment in full of one (1) year's membership fees prior to the extension of worldwide coverage beyond the Basic Coverage Area.

¹ Unless otherwise stated in "Worldwide Coverage," these services shall be provided in the basic area governed by MASA MTS and defined as the "Basic Coverage Area," including the United States, Canada, Mexico, the Caribbean (excluding Cuba), the Bahamas and Bermuda. Vehicle Return shall be limited to only rental vehicles in Hawaii, the Caribbean (excluding Cuba), the Bahamas and Bermuda. Additionally, all helicopter transportation is limited to the United States and Canada, subject to availability.

² These services shall only be provided in the United States and Canada.

ARTICLE III General Provisions

Effective Date. This Agreement, and the Services provided herein, shall become in force and effective upon receipt, at MASA MTS's headquarters, of an executed membership application and all applicable fees, unless otherwise mutually agreed to, in writing, by all parties ("Effective Date"). MASA MTS shall not be obligated to perform any Services to Member prior to the Effective Date of this Agreement.

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. All benefits and services under this Agreement, with the exception of Emergent Air Transportation and Emergent Ground Transportation, must be coordinated and/or provided by MASA MTS. 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 a benefit and/or services contained herein. Member acknowledges that certain benefits and/or 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.

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 Services, as described herein.

Supplemental Protection. Member acknowledges and agrees that MASA MTS is not an insurer and/or insurance provider, and the MASA MTS membership should not be construed as an insurance product, unless otherwise required by law. 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 info@masa.global; 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 a completed Membership application, or related documentation; all applicable fees; and

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; or (iv) treatment for mental illness or disease. MASA MTS shall provide no more than two (2) medical air transportation per year, starting from the date of the first of such transportations. Member requiring an organ transplant have a one (1) year waiting period for Organ Retrieval and Organ Recipient Transportation Services. Members receiving medical care, prescription medicine, treatment or have developed a medical condition that is determined to be preexisting within the one-hundred-eighty (180) day period preceding the Effective Date have a ninety (90) day waiting period, except for those services which are deemed emergent in nature by MASA MTS, prior to service being rendered for that care, prescription, treatment or newly developed medical condition.

State laws may prevent a Medicaid recipient from participating in a medical transport membership and/or association. In the event that Member is a Medicaid recipient, 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 and 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 regional 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. 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.

Effective Term. If payment is made on a monthly basis and Member has not made payment for more than thirty (30) days, MASA MTS shall not be responsible for any Services to Member. For annual and multi-year memberships, payment is required no later than 30 days of expiration to renew or continue membership benefits. If payment is not made within the grace period, then MASA MTS shall not be responsible for any payment of services for the benefit of 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 agreement may not be assigned by the member.

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

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 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.



ADMINISTRATIVE OFFICE

1250 W. Southlake Blvd.
Southlake, TX 76092

COMMUNICATION NUMBERS

Executive Office & Member Services (800) 423-3226
Emergency Access (800) 643-9023
Metro (817) 430-4655 Fax Itinerary (817) 491-1368
Fax Cancellations (817) 416-2326
www.masamts.com - Website
info@medairservices.com - Email