

EMERGENT PLUS

## MASA MTS EMERGENT PLUS MEMBERSHIP

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# 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**

# MEMBER SERVICES AGREEMENT

## EMERGENT PLUS MEMBERSHIP

This Member Services Agreement is made and entered into by and between Medical Air Services Association, Inc., (hereinafter, "MASA MTS") and the subscribing Member (defined in Article 1 herein). 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

**"Agreement"** shall be defined as all provisions of this Member Services Agreement and the Application.

**"Emergency 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 Medical Facility defined herein where the Member is receiving treatment resulting from the Serious Emergency to the nearest and most appropriate Medical Facility readily capable of receiving the Member and providing the necessary level of care, as may be required due to the Serious Emergency.

**"Emergency 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 Emergency Air Transportation, or (iii) a Medical Facility defined herein where the 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 Emergency Air Transportation, as may be required by the Serious Emergency.

**"Hospital to Hospital Transportation"** shall be defined as transportation, necessitated by a Serious Emergency, by a medically equipped, ground ambulance, rotary (i.e., helicopter) or fixed-wing aircraft from a Medical Facility where the 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.

**"HSA-Eligible Individual"** shall be defined as (i) either the Member or their employer ("Employer") has designated the Member as being enrolled in a high-deductible health plan that is compatible with a health savings account ("Qualifying HDHP") during the enrollment process for the Qualifying HDHP plan year or before the start of any subsequent Qualifying HDHP plan year, and (ii) the Member has not thereafter provided an attestation to MASA MTS, in a form satisfactory to MASA MTS, that such Member has satisfied the statutory minimum deductible under Internal Revenue Code section 223(c) for self-only or family coverage, as applicable.

**"Legal Dependent"** shall be defined as a person who is under the age of twenty-six (26) years and is (i) the Member's biological or adoptive son, daughter, stepson, or stepdaughter ("child"), or (ii) a person over whom the Member has legal custody and/or control ("legal child"), and (iii) shares the same Residence as Member, unless enrolled as a full-time student.

**"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.

**"Medically Necessary"** or **"Medical Necessity"** shall be defined as a medical service, procedure or supply provided for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom and is a service, procedure or supply that (i) is medically appropriate for the symptoms, diagnosis or treatment of the condition, illness, disease or injury; (ii) provides for the diagnosis, direct care and treatment of the patient's condition, illness, disease or injury; (iii) is in accordance with professional, evidence-based medicine and recognized standards of good medical practice and care; and (iv) not primarily for the convenience of the patient, physician or other health care provider.

**"Member"** shall be defined as the person who makes, either directly or through a third-party (including electronic communication), the application for membership with MASA MTS ("Application") 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, if the Member is enrolled in a family membership, Member shall also mean Member's spouse or other legally recognized domestic partner and any Legal Dependent(s).

**"Minor"** shall be defined as a person under the age of eighteen (18).

**"Out-of-Pocket Expenses"** shall be defined as costs that remain after application of any primary insurance that Member needs to pay for with their own financial resources specifically covered under this Agreement. Notwithstanding the foregoing, no benefits shall be available for otherwise qualifying services and Out-of-Pocket Expenses incurred under this Agreement that are for medical care, as defined under Internal Revenue Code section 213(d) during the period in which a Member is a "HSA-Eligible Individual" as defined and described in Exclusions, herein.

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

**"Residence"** shall be defined as Member's home address, as identified on Member's membership application, or communicated otherwise in writing, within the United States of America. 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@MASAGlobal.com](mailto:info@MASAGlobal.com); 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 service(s). MASA MTS may use the current address located within the continental United States, at which Member most recently resided for the past one hundred and eighty (180) consecutive days preceding the Member's date of claim for the purpose of determining "Residence".

**"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.

**"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.

## ARTICLE II - Benefits

**Emergency Air Ambulance Coverage.** MASA MTS shall cover Out-of-Pocket Expenses incurred by the Member resulting from Emergency Air Transportation, necessitated by a Serious Emergency, to the nearest and most appropriate Medical Facility readily capable of receiving the Member and providing the necessary level of care, as may be required due to the Serious Emergency. Coverage for Emergency Air Transportation by fixed-wing aircraft shall be due, exclusively, to: (a) the unavailability and/or inefficiency of transport by rotary aircraft or ground transport, and (b) necessity of specialized treatment for a Serious Emergency not immediately available locally. Transport must result from the request or recommendation by a first-responder or transferring Physician who deems Emergency Air Transportation medically necessary. Services must be provided by a medically equipped helicopter or fixed-wing aircraft that is provided by a common air ambulance carrier. MASA MTS shall cover 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 the Member directly, unless otherwise directed by Member.

**Emergency Ground Ambulance Coverage.** MASA MTS shall cover Out-of-Pocket Expenses incurred by the Member resulting from Emergency Ground Transportation, necessitated by a Serious Emergency, to the nearest and most appropriate Medical Facility readily capable of receiving a 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 Emergency Air Transportation, as may be required by the Serious Emergency.

**Hospital to Hospital Ambulance Coverage.** MASA MTS will cover Out-of-Pocket Expenses incurred by the Member associated with the Member's hospital to hospital transfer, necessitated by a Serious Emergency, by a medically-equipped, ground ambulance, rotary (i.e., helicopter) or fixed-wing aircraft from a Medical Facility where the 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 and that is not available at the sending facility and ordered by the treating physician.

**Repatriation to Hospital Near Home Coverage.** MASA MTS will provide services and Out-of-Pocket Expenses associated with the coordination of an Member's non-emergency transport by a medically-equipped ground ambulance, rotary (i.e., helicopter) or fixed-wing aircraft in the event the Member is hospitalized more than one hundred (100) statute miles from the Member's Residence and the Member's treating Physician and MASA's Medical Director determine it is medically appropriate to transfer the Member to a Medical Facility nearer to the Member's Residence for continued care and recuperation. Although every effort will be made to transport the Member to Medical Facility of the Member's

choice, some factors outside of the MASA MTS's control may limit ability to fulfill the Member's request. Such factors include, but not limited to, no bed available at requested Medical Facility and required services for the Member's condition are not available at requested facility. Such transportation services may be provided by a common carrier and/or ground ambulance with a paramedic assist, if appropriate. Such services shall be provided contingent upon (i) Certification by Member's treating Physician and MASA MTS's Medical Director and (ii) Member's compliance with the Access of Services provision of this Agreement.

**Coverage Territory.** All coverage provided by this membership is limited to the continental United States, Alaska, Hawaii, and Canada, and must originate and conclude therein.

## ARTICLE III - General Provisions

**Access of Services.** All benefits and services under this Agreement, with the exception of Emergency Air Ambulance Coverage and Emergency Ground Ambulance Coverage 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.

**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 to the Member's employer. 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 shall receive reimbursement of Membership Fees, if applicable. If Member terminates this Agreement any time after thirty (30) days from the Effective Date, Member shall not be entitled to any reimbursement of Membership Fees.

**Communication.** By applying to be a Member, Member provides Member's signature expressly consenting to contact from MASA MTS and/or its subsidiaries, affiliates, or agents to contact Member regarding products or services via live, automated, or prerecorded call, text, email, or regular mail. Member understands that Member is not required to enter into this consent as a condition of purchase and can revoke this consent by calling MASA MTS at 1-800-643-9023.

**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's 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.

**Electronic Communications.** Member hereby consents to receiving certain electronic communications from MASA MTS. Member agrees that any notices, agreements, disclosures, or other communications that MASA MTS sends to Member electronically will satisfy any legal communication requirements, including that those communications be in writing.

**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. The identification card may be sent to Member via mail and/or email.

**Modification of Membership and Terms.** MASA MTS reserves the right to modify, terminate or impose additional terms and conditions to the membership and this Agreement by posting updated membership terms at [www.masamts.com/Member](http://www.masamts.com/Member). In addition, MASA MTS may modify the various benefits available to Members by updating this Agreement. MASA MTS will provide notice of any material changes to this Agreement. The Member's continued use of the membership after MASA MTS has posted the modification or, if applicable, the Member has received notice of the changes, will constitute the Member's acceptance of the changes. MASA MTS may also ask Member to acknowledge the Member's acceptance of the modified Agreement. If the Member does not agree to any material changes, the Member may cancel the membership as described above in Article III. MASA MTS reserves the right to discontinue or terminate this Agreement in its entirety upon reasonable notice.

**Rate.** In consideration for the Services provided herein, Member shall pay to MASA MTS the rate per agreed payment terms indicated on the Application (the "Membership Fees"). In the event MASA MTS elects to amend or otherwise change the Membership Fee, MASA MTS will provide Member with at least thirty (30) days advance written notice of such impending change.

**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. MASA MTS will not be responsible for any charges that Member contracts for in their own name and without MASA MTS's authorization.

**Supplemental Protection.** The 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, in the event that Member fails to carry primary health insurance at time of claim, MASA shall be liable to Member for no more than 20% of Member's Out-of-Pocket Expenses, but in no event will MASA pay more than twenty-thousand dollars (\$20,000), per claim.

**Survivorship.** Should the Member die during the Membership term, the terms and conditions of and coverage provided by this membership shall apply to and be made available to the deceased Member's surviving spouse and dependents (under the age of 26), if the Member has enrolled in a family membership and continues to pay for coverage.

**Self-Pay Term.** In the event that the Member elected a monthly membership that is paid directly to MASA, the term 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. MASA MTS shall charge the Membership Fees to the payment method provided by the Member. By accepting these membership terms, the Member authorizes MASA MTS to make such charges to the payment method provided by the Member. Within a reasonable time, MASA MTS will send the Member a copy of the receipt to the email address on file. In the event the Member is currently on auto-renewal, MASA MTS will provide notice prior to the scheduled payment date. If the Member's payment details change, the Member's credit card provider may provide MASA MTS with updated credit card details. MASA MTS may use this information to process payment to avoid a lapse in coverage to the membership. If Member desires to use a different payment method, or if there is a change in payment method, please contact MASA MTS by telephone at 1-800-643-9023 to update Member billing information. MASA MTS will advise the Member by email if MASA MTS uses a new payment method. Renewal Notices will be mailed and/or emailed to Member prior to the renewal date.

## ARTICLE IV - Limitations on Liability

**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 Broward County, Florida, and shall be construed and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law.

**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 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.

**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 thirty (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.

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

**Entire Agreement.** This Agreement (including the Application) constitutes the entire understanding and agreement between MASA MTS and the Member and supersedes all prior agreements and understandings between the parties with respect to such subject matter. 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.

**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's 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.

**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.

**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 acts 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.

**Legal Counsel.** Member hereby grants MASA MTS the authority to retain, at MASA MTS's 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 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.

**Liability.** MASA MTS shall not be liable for any negligence and/or tortious acts, or omissions, resulting from services provided by emergency and/or non-emergency 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.

**No Tax Consequences.** MASA MTS shall not be liable for any tax consequences to a Member or the Employer arising from a Member's receipt of any benefits under this Agreement at any time.

**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, 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.

**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.

## ARTICLE V - Exclusions

All Services, subject to this Agreement, shall be provided contingent upon receipt of a completed 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 or any self-inflicted injury shall be limited to one (1) claim per year; (v) Under the influence of intoxicants and/or narcotics unless administered on the advice of a physician; (vi) Inherently dangerous activities such as participation in professional athletic events, motor sport or motor racing, bull-riding, skydiving, parachuting, hang gliding, bungee cord jumping, heli-skiing, spelunking, etc.; (vii) The Member or an employer as a condition of employment; (viii) Occurrences where coverage is provided under any Workers' Compensation Law, Occupational Disease Law or similar legislation; (ix) Occurrences where coverage is provided under any Workers' Compensation Law, Occupational Disease Law or similar legislation; (x) Participation in a Riot, insurrection, rebellion, civil disobedience or unlawful assembly; and/or (xii) Declared or undeclared war or acts thereof. A membership cannot be purchased while Member is (i) hospitalized, (ii) actively being treated for an illness or injury, (iii) diagnosed, and/or (iv) under the supervision of a Physician. If Member is diagnosed by a physician with a terminal illness that can reasonably be expected to result in death in one (1) month or less after the date of the certification following an in-patient admission, MASA MTS will not provide coverage for Emergency Air Ambulance Coverage. If a Member has a pre-existing condition, all non-emergency benefits will not apply during the first ninety (90) days of enrollment. The non-emergency benefit includes Repatriation to Hospital Near Home Coverage. If Member is diagnosed by a Physician with a terminal illness that can reasonably be expected to result in death in one (1) month or less after the date of the certification following an in-patient admission, MASA will not provide coverage for Emergency Air Ambulance Coverage and Repatriation to Hospital Near Home Coverage.

State laws may prevent a Medicaid recipient from participating in a medical transport membership and/or association. If Member is a Medicaid recipient, Member shall immediately notify MASA MTS, whereupon MASA MTS will cancel the membership and provide a pro-rata refund of the Membership Fees. Should Member fail to inform MASA MTS that they are a Medicaid recipient, MASA MTS may elect to deny coverage for any claim covered by Medicaid.

Notwithstanding anything to the contrary in this Agreement, no benefits shall be available for otherwise qualifying services and Out-of-Pocket Expenses incurred under this Agreement during the period in which a Member is a "HSA-Eligible Individual" that are for medical care, as defined under Internal Revenue Code section 213 (d) ("Medical Benefits"). A Member is an "HSA-Eligible Individual" if (1) either the Member or their employer ("Employer") has designated the Member as being enrolled in a high-deductible health plan that is compatible with a health savings account ("Qualifying HDHP") during the enrollment process for the Qualifying HDHP plan year or before the start of any subsequent Qualifying HDHP plan year, and (2) the Member has not thereafter provided an attestation to MASA MTS, in a form satisfactory to MASA MTS, that such Member has satisfied the statutory minimum deductible under Internal Revenue Code section 223(c) for self-only or family coverage, as applicable. Member must immediately notify MASA MTS if there are any changes in their plan type.

A Member may provide such an attestation to MASA MTS at the time the Member submits a claim for Medical Benefits under this Agreement. A Member who submits such an attestation shall cease to be an "HSA-Eligible Individual" for purposes of this Agreement only for expenses incurred on or after the date the Member satisfies the applicable deductible, as indicated in the Member's attestation. MASA MTS shall not be liable for any tax consequences to a Member or the Employer arising from a Member's receipt of any benefits under this Agreement at any time.



### Mailing Address

MASA GLOBAL BUILDING  
1250 S. Pine Island Road, Suite 500  
Plantation, FL 33324

### Telephone

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

### E-Mail

info@masaglobal.com

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