



Any Ground. Any Air. Anywhere.

**WYOMING EMPLOYER BENEFIT AGREEMENT**

Employer Paid & Payroll Deduction

Employer/Organization Name <b>Laramie County Government</b>		Contact's Name <b>Heather Rudy</b>	
Telephone <b>307-633-4355</b>	Fax <b>307-633-4354</b>	E-Mail <b>heather.rudy@laramiecountywy.gov</b>	
Physical Address <b>310 W 19th Street, Ste. 140</b>		City <b>Cheyenne</b>	State <b>WY</b>
Mailing Address (if different)		City	State
Brokerage Name		Producer's Name	MASA MTS Representative's Name <b>Gary Robson</b>
Invoicing Contact Name <b>Payroll</b>	Invoicing Email <b>payroll@laramiecountywy.gov</b>	Eligible Employee Count <b>425</b>	

This Employer Benefit Agreement ("Agreement"), effective as of 7/1/2022, ("Agreement Effective Date") which must be effective prior to the Membership Effective Date ("Membership Effective Date"), as defined below, in Section 4, by and among Laramie County (Employer), as described above, a Wyoming County, and Medical Air Services Association, Inc., an Oklahoma corporation acting through its MASA Medical Transport Solutions division ("MASA MTS") with its principal executive office at 1250 S. Pine Island Rd., Suite 500, Plantation, FL 33324. MASA MTS may be referred to collectively as "MASA". This Agreement supersedes and replaces any and all prior agreements, whether verbal or written, between Employer, and MASA MTS, (individually, the "Party," collectively, the "Parties") and any of their affiliates concerning the subject matter set forth herein.

WHEREAS, MASA is in the business of providing single individual memberships and family memberships with certain benefits, including, but not limited to, covering a portion of the out of pocket-expenses incurred as a result of an emergent transport situation ("Services"); and

WHEREAS, MASA offers a "Platinum" and an "Emergent Plus" membership (collectively, "Memberships") that entitle members ("Members") to certain services and benefits ("Benefits") and Employer desires to offer Memberships to its employees ("Employees") as part of general benefit offering.

NOW, THEREFORE, MASA MTS and Employer agree as follows:

- 1. Term and Termination.** This Agreement shall have a term of one (1) year from Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless written notice is given by one Party to the other Parties of its intention not to renew the Agreement at least sixty (60) days before the expiration of the then current Renewal Term. This Agreement may be terminated, (a) by either party at any time as a result of a material breach or, (b) upon mutual written agreement by both parties. Upon the termination of this Agreement, for any reason, it shall be the Employer's obligation to notify Employees of such termination and the impact on their membership coverage.
- 2. Membership Services Agreement ("MSA").** All Memberships resulting from this Agreement are subject to the terms and conditions of the MSA between MASA and Member Employees. Notwithstanding the terms and conditions of that MSA, those members purchasing the Platinum Membership under the monthly payment option via payroll deduction, "Worldwide Coverage" will be an included benefit without the full annual payment requirement of that respective MSA. All other Worldwide Coverage and Platinum Service Agreement Benefit requirements still apply. MASA MTS understands and agrees that COUNTY's capacity to disclaim or waive liability is limited to Members only. MASA MTS understands and agrees that COUNTY's assignment of right of subrogation is to the extent permitted by law.

**3. Membership Fees & Rates.**

Employer agrees that the following Memberships shall be offered to Employees:

Select One:

☒ Payroll Deduct OR ☐ Employer Paid

Check all that Apply:

<input checked="" type="checkbox"/> Emergent Plus Monthly \$19	<input checked="" type="checkbox"/> Platinum Monthly \$39
<input type="checkbox"/> Emergent Plus Annual \$228	<input type="checkbox"/> Platinum Annual \$468

4. **Member Enrollment.** The Employer shall begin the initial enrollment process on May 2022, and shall end initial enrollment process on June 2022 ("Enrollment Period"). Following the Enrollment Period, enrollment may remain open for current and/or new Employees.

The Parties agree that the method for enrollment shall be as follows: (select one)

<input checked="" type="checkbox"/> Electronic Enrollment Platform	<input checked="" type="checkbox"/> Manual (Paper Form)	<input checked="" type="checkbox"/> MASA Online Enrollment Form
Name of Platform: <u>WorkPartners</u>		

In the event that the enrollment will take place digitally via a benefit administration system (or similar digital platform) and the intent is for MASA to receive enrollment files via EDI (or similar type electronic files), it is the responsibility of Employer or their broker to ensure that an EDI connection is established for eligibility communication.

In the event the enrollment will not take place in a manner that MASA will receive an EDI file (or similar type of electronic files) on a regular basis, Employer will have the option to submit enrollment changes via MASA's group management portal or by roster submission. If Employer opts to submit enrollment changes by roster, MASA will provide Employer with a template file used to process enrollments ("Enrollment Roster") to assist Employer in the enrollment process. Employer should populate the Employment Roster and submit the same directly to [B2BAdmin@masaglobal.com](mailto:B2BAdmin@masaglobal.com), or via Employer's broker.

Additionally, Employer agrees to ensure proper changes to the enrollment will be submitted timely, whether submitted through a benefit administration system, MASA's group management portal, or by Enrollment Roster. In no event will changes be made effective after Ninety (90) days from the requested effective date of the change. MASA will only reimburse for a correction made to an Employment Roster that is sent to MASA within the Ninety (90) day period from the effective date of the change.

If an Employer does not have an active member for more than a two-year period, MASA reserves the right to cancel this Agreement.

Employer agrees to review the Enrollment Roster of Employees who have indicated a desire to enroll in the Membership and to identify on such Enrollment Roster any Employees who are enrolled in a high-deductible health plan that is compatible with a health savings account under Internal Revenue Code section 223. Employer shall conduct such review both at the time of initial enrollment and before the start of each subsequent plan year of the high-deductible health plan.

Upon enrollment, MASA agrees to provide all new members an MSA, which provides an explanation of MASA benefits and services.

5. **Membership Effective Date.** Each Members' benefits become effective as of the Member's membership effective date ("Membership Effective Date"), which must be after the Agreement Effective Date, which is the date the employer agrees to offer MASA. The Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30<sup>th</sup>) day after the end of the Enrollment Period, unless prior written approval has been received from MASA. Additionally, for a new Employee or current Employee who enrolls after the Enrollment Period, their Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30<sup>th</sup>) day after the enrollment of the new Employee is completed, unless prior written approval has been received from MASA.

For Employees that enroll as a Member during the initial Enrollment Period as defined in Section 3 above, the Membership Effective Date shall be the First day of of the month following their first paycheck

6. **Payments.**

For payments above, Employer acknowledges and agrees that Employer's failure to make "full payment" and "timely payment" constitutes breach of this Agreement under Section 5. Any breach under this section by Employer shall grant MASA the right to terminate this agreement effective immediately. For the purposes of this Agreement, "timely payment" shall be defined as payment made within thirty (30) days from the date identified in any bill and/or invoice submitted to Employer by MASA. Failure to cure such a breach within fifteen (15) days after the conclusion of the initial thirty (30) day period from the date in any bill and/or invoice may result in the termination of this Agreement. Further, "full payment" shall be defined as all Membership Fees & Payment due and owed to MASA, as defined above, regardless of Employer's selection to remit payment via either Payroll Deduction or Employer Paid. Waiver of such termination rights shall not prevent future enforcement of the same.



Employer desires MASA to (Employer – Please select one option):

- ☒ Invoice Employer directly  
☐ Allow Employer to remit payments via self-bill process

If Employer works with third-party administrator ("TPA") for payments, please provide TPA contact information for billing purposes:

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

7. Membership Benefits and Requirements. The Parties acknowledge and agree that the Memberships offered by MASA were designed to protect members and their immediate families from the reasonable and customary out-of-pocket expense associated with emergency medical transportation following the primary insurer's reimbursement. Reasonable and customary expenses are defined as, "The amount(s) charged for Services, on a case-by-case basis, within the area where the charge is incurred based on what providers in the area usually charge for the same service. Such charge shall not exceed the general level of charges made by others within the area in which services are rendered. The term "area" as it would apply to a particular service, supply, or treatment means a county or such greater area as is necessary to obtain a representative cross-section of the level of charges. The Parties acknowledge and agree that Memberships are not represented and/or marketed as a primary level of coverage but rather as a supplement to such coverage; nor is a Membership intended to replace or take the place of primary insurance coverage, and the Membership product should not be construed as insurance.
- By offering and/or providing Memberships to Employees, Employer represents and warrants that Employer also offers health insurance policies and plan options that provide a level of coverage for emergency, ground and air transportation based on reimbursement schedules that are consistent with other levels of coverage within the same policies and plan options and that do not unreasonably cap or otherwise limit reimbursement for emergency ground and air transportation. Failure by Employer to provide and/or maintain such coverage for Employees may be grounds for immediate termination of this Agreement. MASA can only be sold to groups that offer primary insurance to their employees. The Employee, pursuant to the terms and conditions of the respective MSA, acknowledges and agrees that the Services provided are meant exclusively to supplement Employee's health and/or other insurance coverage(s). For that purpose, in the event that Employee fails to carry primary health insurance at time of claim, MASA shall be liable to Employee for no more than 20% of Employee's Out-of-Pocket Expenses, but in no event will MASA pay more than twenty-thousand dollars (\$20,000), per claim on an Emergent Plus. Waiver of such termination rights shall not prevent future enforcement of the same.
8. Entire Agreement. The Member Services Agreements (5 pages and 8 pages) and the Employer Benefit Agreement (3 pages), represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral.
9. Assignment. The Agreement, nor any rights or obligations hereunder shall be assigned, or delegated by a party without the prior written consent of the other party.
10. Tax Consequences. Employer (1) acknowledges that MASA shall not be liable for any tax consequences to the Employer or to a Member that may result from the offer and/or provision of the Memberships described in this Agreement to Employees, and (2) agrees to hold MASA harmless for any such consequences.
11. Invalidity. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement are fully severable.
12. Applicable Law and Venue. The parties mutually understand and agree the Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph is agreed by parties to be a material inducement to MASA MTS and to COUNTY in executing the Agreement.
13. Contingencies. MASA MTS certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement, other than commissions paid pursuant to MASA MTS's standard brokerage agreement. For the avoidance of doubt, the covenants of this section herein do not apply to MASA MTS employees who may receive a commission in connection with this Agreement.
14. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement because of race, color, gender, creed, handicapping condition, or national origin.
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15. ADA Compliance. All parties agree they will comply with all applicable provisions as set forth in the American with Disabilities Act, P.L. 101-335, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.
16. Governmental/Sovereign Immunity. COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et. seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on these Agreement.
17. Third Parties. The parties do not intent to create in any other individual or entity the status of third-party beneficiary, and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to the Agreement.
18. Conflict of Interest. COUNTY and MASA MTS affirm, to their knowledge, no MASA MTS employee has any personal beneficial interest whatsoever in the Agreement described herein.
19. Notices. All notices required and permitted under the Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties; address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
20. Employer Benefit Agreement Controls. Where a conflict exists or arises between any provision or condition of the Employer Benefit Agreement and the Membership Services Agreements, the provisions and conditions set forth in the Employer Benefit Agreement shall control.

MASA MEDICAL TRANSPORT SOLUTIONS, as a division of  
MEDICAL AIR SERVICES ASSOCIATION, INC. ("MASA  
MTS")

("Employer")

Erin Foster, VP B2B Sales Ops  
Executive, Medical Air Services Association, Inc.

\_\_\_\_\_  
Chairman, Laramie County Commissioners

[Signature]  
Signature

\_\_\_\_\_  
Signature

11/22/2022  
Date

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Laramie County Clerk

Date: \_\_\_\_\_

REVIEW AND APPROVED AS TO FORM ONLY

[Signature]  
By: \_\_\_\_\_  
Laramie County Attorney's Office

Date: 11/23/2022

INTERNAL USE ONLY:

☐ Professional Services Review