

ADDENDUM TO EMPLOYER BENEFIT AGREEMENT
Between
Laramie County and Medical Air Services Association, Inc.

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608, hereinafter referred to as "COUNTY," and Medical Air Services Association, Inc., d/b/a MASA MTS 1250 S Pine Island Rd. Suite 500, Plantation, Florida 33324 hereinafter referred to as "MASA MTS." The parties agree as follows:

I. PURPOSE

This Addendum is meant to supplement the Employer Benefit Agreement and its referenced documents, between MASA MTS and COUNTY, hereinafter referred to as the "Agreement," which is incorporated by reference into this Addendum.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force and effect for the duration of the Agreement, unless terminated at an earlier date pursuant to the provisions of this Addendum, or pursuant to federal or state statute, rule or regulation.

III. RELEVANT DOCUMENTS

The documents which are part of the Agreement between the parties, and to which this Addendum refers, are the following:

- A. Employer Benefit Agreement (2 pages)
- B. Member Services Agreement (Emergent Plus) (4 pages)

IV. MODIFICATIONS

- A. Membership Benefits and Requirements, it is modified to define 'reasonable and customary out-of-pocket expenses' 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."

- B. The following are supplements to the Employer Benefit Agreement:

1. "MASA MTS understands and agrees that COUNTY's capacity to disclaim or waive liability is limited to Members only."

2. MASA MTS understands and agrees that COUNTY's assignment of right of subrogation is to the extent permitted by law.

V. ADDITIONAL PROVISIONS

A. Termination: This Agreement and Addendum may be terminated, (a) by either party at any time as a result of a breach of a material breach or, (b) upon mutual written agreement by both parties.

B. Entire Agreement: The Member Services Agreement (4 pages) and the Employer Benefit Agreement (2 pages) as modified by this Addendum (4 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.

C. Assignment: Neither the Agreement, this Addendum, nor any rights or obligations hereunder shall be assigned, or delegated by a party without the prior written consent of the other party.

D. Modification: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of the Agreement and this Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any 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 and this Addendum are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree the Agreement and this Addendum 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 and this Addendum 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 the parties to be a material inducement to MASA MTS and to COUNTY in executing the Agreement and this Addendum.

G. Contingencies: MASA MTS certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum, other than commissions paid pursuant to MASA MTS's standard brokerage agreement. For the avoidance of doubt, the covenants in this section herein do not apply to MASA MTS employees who may receive a commission in connection this Agreement.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will comply with all applicable provisions as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. 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 the Agreement and this Addendum. 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 and Addendum.

K. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

L. Conflict of Interest: COUNTY and MASA MTS affirm, to their knowledge, no MASA MTS employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein.

N. Notices: All notices required and permitted under the Agreement and this Addendum 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.


O. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum (4 pages) and the Employee Benefit Agreement (2 pages), the provisions and conditions set forth in this Addendum shall control.

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**ADDENDUM TO EMPLOYER BENEFIT AGREEMENT
Between
Laramie County and Medical Air Services Association, Inc.**

Signature Page


LARAMIE COUNTY, WYOMING

By:  _____ Date May 19, 2020
Amber Ash, Chairman, Laramie County Commissioners
Gunnar Malm


ATTEST:

By:  _____ Date May 19, 2020
Debra Lee, Laramie County Clerk

MEDICAL AIR SERVICES ASSOCIATION, INC.

By:  _____ Date 2/18/2020
Name: Tony Lodovico
Title: Senior V.P. Sales

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 5/12/20
Gladys Ayokosok, Deputy Laramie County Attorney



Group Number: _____

EMPLOYER BENEFIT AGREEMENT
Payroll Deduction

Employer/Organization Name Laramie County		Contact's Name Heather Rudy	
Telephone 307-633-4355	Fax	E-Mail Lchr320@laramiecounty.com	
Physical Address 301 W. 19th Street		City Laramie	State WY
Mailing Address (if different)		City	State
Broker's Name None		MASA MTS Representative's Name Gary Robson	
Invoicing Contact Name Heather Rudy	Invoicing Email heatherr@laramiecounty.com	Eligible Employee Count 450	

This Employer Benefit Agreement ("Agreement"), effective as of the date of execution ("Effective Date"), by and between Laramie County ("Employer"), as described above, and MASA Medical Transport Solutions, a division of Medical Air Services Association of Florida, Inc., ("MASA MTS").

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

NOW, THEREFORE, MASA MTS and Employer (collectively, the "Parties") agree as follows:

Term. This Agreement shall have a term of one (1) year from Effective date ("Initial Term"). Thereafter, the Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term, either Party notifies the other of its intent not to renew the Agreement. Upon the termination of this Agreement, for any reason, it shall be the Employer's obligation to notify its employees of such termination and its impact on their membership coverage.

Memberships. The Parties agree that the following Memberships shall be offered to the Employer's employees:

- Platinum Emergent Plus

Member Enrollment. The Employer may begin the initial enrollment process on the day of , and shall end initial enrollment process on the day of , ("Enrollment Date"). Following the Enrollment Date, enrollment may remain open for current and/or new employees. The Parties agree that the method for enrollment shall be as follows:

- Electronic Enrollment Platform Manual (Paper Form) Both

MASA MTS will provide Employer with an Enrollment Roster to assist Employer in the enrollment process. Employer should populate the Roster and submit the same to their MASA MTS Representative, identified above. Employer agrees to complete and/or amend, as needed, the Enrollment Roster in a timely manner. Additionally, Employer agrees to populate and maintain the Enrollment Roster with the most accurate and up-to-date information, as is reasonably possible. Upon enrollment, MASA MTS agrees to mail to all new members a New Member Packets, including a membership card and explanation of benefits.

Membership Fees & Payment. MASA MTS agrees to provide the Memberships at the following rates:

	<u>Platinum</u>	<u>Emergent Plus</u>
Monthly	\$39	\$14
Annual	\$468	\$160

Employer agrees to offer and/or provide the Memberships to its employees via payroll deduction and/or Employer funding. Employer shall remit payment to MASA MTS on the follow basis:

Group Number: _____

Monthly Annual

For recurring payments following the initial payment above, Employer acknowledges and agrees that Employer's failure to make timely payment constitutes breach of this Agreement. 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 MTS. Failure to cure such a breach within fifteen (15) days of receiving written notice from MASA MTS may result in the termination of this Agreement. Waiver of such termination rights shall not prevent future enforcement of the same.

Membership Effective Date: Each members' benefits become effective as of the Membership Effective Date. The Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the Enrollment Date, unless prior written approval has been received from MASA. Additionally, for a new employee who enrolls after the Enrollment Date, the Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the new employee is completed, unless prior written approval has been received from MASA. For a current employee who enrolls after the Enrollment Date, the Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the current employee is completed. For the purposes of this Agreement, the effective date of the Memberships' Benefits shall be the 1 day of July, 2020 ("Membership Effective Date").

Initial Payment for this plan will be made by the Employer on the 1 day of July, 2020 ("Initial Payment Date). Initial Payment must be no later than 45 days after the "Membership Effective Date".

Membership Benefits and Requirements. The Parties acknowledge and agree that the Memberships offered by MASA MTS 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 determined on a case-by-case basis, considering a variety of factors, including, but not limited to, the primary insurer's determination of reasonable and customary expense and industry practice, based on national and regional norms, among other factors. 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.

By offering and/or providing Memberships to its employees, Employer warrants and represents that it 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 to provide and/or maintain such coverage may be grounds for immediate termination of this Agreement. Waiver of such termination rights shall not prevent future enforcement of the same.

Membership Services Agreement. All Memberships resulting from this agreement are subject to the terms and conditions of the appropriate Membership Service Agreement ("MSA").

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



Executive, Medical Air Services Association of Florida, Inc.

May 20, 2020

Date

Executive, Medical Air Services Association of Florida, Inc.

Date

Laramie County ("Employer")



May 19, 2020

Date

ATTEST 



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.™

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 Provider. In the event that the transportation services 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 rendered by a service provider that is not a Participating Provider but is 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), less any payment made by Member's primary health and/or other insurance. 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 Provider.

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; 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 construed 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.



The logo features the word "MASA" in large, bold, red letters. To the right of "MASA" is a red cross symbol. To the right of the cross is the text "Medical Transport Solutions" in red, with "Medical" on the top line, "Transport" on the second line, and "Solutions" on the third line. A small "TM" trademark symbol is located to the upper right of "Medical".

Mailing Address
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Membership Services (800) 423-3226
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