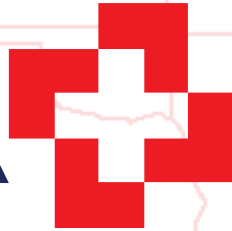


At Home or Traveling

MASA



MedicalTM
Transport
Solutions

A Division of MASA Global
MASA SINCE 1974

MASA MTS EMERGENT 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. Membership shall extend to anyone whose Residence is the same as Member, as described above. MASA MTS may request address verification, at the time of application or any later date. College students who share a Residence address with a Member shall be deemed Members.

"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.

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

"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 Transportation. 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.

Emergent Ground Transportation. 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.

**ARTICLE III
General Provisions**

Effective Date. This Agreement, and the Services provided herein, shall become in force and effective following thirty (30) days from the date of enrollment, 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.

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.

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.

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 ; o (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 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.

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 cancelled 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.

MASA

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

Medical TM
Transport
Solutions