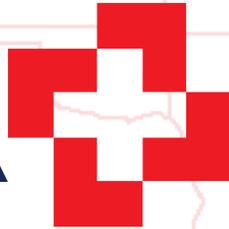


MASA



**MedicalTM
Transport
Solutions**

A Division of MASA Global

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**

This Member Services Agreement ("Agreement") is 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 services described herein to the Member, during the term hereof, subject to the terms, 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 (ii) 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, hospice settings, psychiatric centers and/or other related long-term recovery centers, even if they are otherwise contained within a Medical Facility.

"Member" shall be defined as the person who makes, either directly or through a third-party, the application for membership with MASA MTS and whose application and applicable fees have been received by MASA MTS, and thereby becomes a Member in good standing. For the purposes of this Agreement, Member shall also mean Member's spouse or other legally-recognized domestic partner and any legal dependents, up to the age twenty-six (26), of the Member(s).

"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 a medical emergency, wherein the delay in immediate treatment(s) and/or procedure(s) may likely 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. Any transportation between Medical Facilities, for a heightened level of care not readily available at the transferring Medical Facility, does not constitute a Serious Emergency, unless the immediate lack of such heighten level of care would 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 Ground Transportation. Member is hereby entitled to Emergent Ground Transportation services, if necessitated by a Serious Emergency, to be rendered by a duly-licensed emergency transportation provider, at no additional expense to the Member. Such transportation shall be 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. Transport must result from the request or recommendation by a first-responder or transferring physician who deems Emergent Ground Transportation medically necessary. Emergent Ground Transportation shall also include any ground transportation associated with Emergent Air Transportation. Transports covered under this Agreement must originate and end within the United States or Canada.

Emergent Air Transportation. Member is hereby entitled to Emergent Air Transportation services, if necessitated by a Serious Emergency, to be rendered by a duly-licensed emergency transportation provider, subject to the terms, conditions and limitations herein. In the event that such services result in an outstanding balance due by the Member, MASA shall reimburse Member's reasonable and customary out-of-pocket expenses, equal to the lesser of (i) the outstanding balance, following any payment by Member's health and/or other insurance coverage(s) and/or membership(s) or (ii) three (3) times the applicable Medicare-allowable rate for such transportation, less any payment by Member's health and/or other insurance coverage(s) and/or membership(s). MASA shall attempt to fully resolve the outstanding balance, as described above, on behalf of the Member. However, in the event that such payment does not satisfy the outstanding balance, MASA shall make a payment directly to the Member in the amount of \$20,000. Reimbursement for such services shall be limited to 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. Transport must result from the request or recommendation of a first-responder or treating/transferring physician, who deems Emergent Air Transportation medically necessary. Services must be provided by a medically-equipped helicopter or fixed-wing aircraft, subject to the limitations herein, that is provided by a common air ambulance carrier. Coverage for Emergent Air Transport by fixed-wing aircraft shall only be covered, exclusively, in the event of (i) the unavailability and/or inefficiency of transport by rotary aircraft or ground transport and (ii) necessity of specialized, immediate, life and/or limb-saving treatment not available locally. Transports covered under this Agreement must originate and end within the United States or Canada.

Repatriation/Recuperation. Member is hereby entitled to Repatriation/Recuperation services, at no additional expense to the Member, in the event Member is hospitalized more than one hundred (100) statute miles from Member's Residence and Member's treating physician and MASA MTS's Medical Director determines it is feasible and medically appropriate to transfer Member to a Medical Facility nearer to Member's Residence for recuperation. To be eligible for such services, services must be requested of and coordinated by MASA MTS' Transportation

Department. Such services shall be provided contingent upon (i) certification by Member's treating physician and MASA MTS' Medical Director and (ii) Member's compliance with the Access of Services provision of this Agreement. The appropriate carrier for such transportation shall be determined at the sole discretion of MASA MTS, with consideration provided to Member's treating physician. Although every effort will be made to transport Member to the Medical Facility of Member's choice, some factors outside of MASA MTS' control may limit MASA MTS' 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. Transports covered under this Agreement must originate and end within the United States or Canada.

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 MASA MTS and Member's employer ("Effective Date"). MASA MTS shall not be obligated to perform any Services to Member prior to the Effective Date of this Agreement. In the event of a revision to the terms and conditions of this Agreement, such revisions shall become effective as of the membership's renewal date, whether monthly or annually.

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. Any authentic digital form of membership identification will be accepted by MASA MTS.

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). In the event that Member possess health and/or other insurance coverage(s) and/or participates in a provider-specific membership or other related program, such coverages and/or programs shall take priority over MASA MTS' obligations under this Agreement.

Service Contract. Member shall not contract, authorize or engage any service or expense in the name of or on behalf of MASA MTS. The obligations of MASA MTS in this Agreement are limited to providing Services, as described herein.

Authorization. To facilitate the provision 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 medical records acquired in the course of examinations and treatment.

Cancellation & Reimbursement. In the event Member desires to terminate this Agreement, written notice of cancellation must be sent by (i) certified mail, return receipt requested, to PO Box 14130, Fort Lauderdale, Florida 33302; (ii) electronic mail, including delivery confirmation, to info@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 (i) receipt of a completed Membership application, or related documentation, (ii) all applicable fees (iii) and upon 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. MASA MTS shall deny any claims for a Medicaid recipient.

ARTICLE V **Limitations on Liability**

Liability. MASA MTS shall not be liable for any negligence and/or tortuous acts or omissions, resulting from Services provided by emergency transportation and/or other providers. MASA MTS is not liable for delayed and/or canceled departures or arrivals due to unsafe conditions, as determined by airport authorities and/or pilots, Acts of God or mechanical failure.

Death, Disability and Injury. MASA MTS shall not be liable to any person for the death, disability or injury of the Member, the patient, or any other person accompanying the Member/patient. Member acknowledges and agrees that MASA MTS may enter into contracts with emergency transportation and/or other providers, and that such providers 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 MASAMTS. 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.

ARTICLE VI **General Provisions**

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 constructed in accordance with the laws of the State of Texas.

Entire Agreement & Severability. All provisions of this Agreement, the Member's membership application, the Member's identification card and/or other related documentation provided related to the membership, constitute the entire agreement between MASA MTS and 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. Payment of membership fees is required no later than thirty (30) days following the end of the membership term, whether monthly, annual or multi-year ("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.

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 Services & Power of Attorney. 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.

