



## **EMPLOYER BENEFIT AGREEMENT - MEMBERSHIP**

Employer Provided & Payroll Deduction

Employer/Organization Name		Contact's Name	
Telephone	Fax	E-Mail	
Physical Address		City	State      Zip Code
Mailing Address (if different)		City	State      Zip Code
Brokerage Name	Producer's Name	MASA Representative's Name	
Invoicing Contact Name	Invoicing Email	Eligible Employee Count	

This Employer Benefit Agreement ("Agreement"), effective as of \_\_\_\_\_, ("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 \_\_\_\_\_ ("Employer"), as described above, a(n) \_\_\_\_\_ (State, Entity), and Medical Air Services Association, Inc., an Oklahoma corporation acting through its MASA Medical Transport Solutions division ("MASA") with its principal executive office at 1250 S. Pine Island Rd., Suite 500, Plantation, FL 33324. This Agreement supersedes and replaces any and all prior agreements, whether verbal or written, between Employer and MASA (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 "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 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. 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.

3. Membership Fees & Rates.

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

Select One:      ☐ Payroll Deduct      ☐ Employer Paid

Check all that apply:

☐ Platinum Monthly \$39

☐ Emergent Plus Monthly \$14

4. Member Enrollment. The Employer shall begin the initial enrollment process on \_\_\_\_\_, and shall end initial enrollment process on \_\_\_\_\_, ("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)

☐ Electronic Enrollment Platform

☐ Manual (Paper Form)

☐ MASA Online Enrollment Form

Name of Platform: \_\_\_\_\_

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 \_\_\_\_\_.

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 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, 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. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MEDICAL AIR SERVICES ASSOCIATION, INC.

(“EMPLOYER”)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name: Executive, Medical Air Services Association, Inc.

\_\_\_\_\_  
Name: Authorized Signer, Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date of Signature

INTERNAL USE ONLY:

☐ Professional Services Review