

At Home or Traveling



**MEDICAL AIR SERVICES ASSOCIATION**

**MULTI-YEAR MEMBERSHIP**

# **Member Services Agreement**

**FIVE (5) YEAR**

## **IMPORTANT INSTRUCTIONS**

- ☐ Always have your membership number ready when calling Medical Air Services Association (MASA).
- ☐ Request for Medical Transport shall be coordinated, when MASA deems necessary, by the Member's attending physician and the MASA Medical Director.
- ☐ Emergency Numbers: National Toll Free 1-800-643-9023 OR 817-430-4655 COLLECT
- ☐ Always give your name, location, and exact telephone number where you can be reached.

**MEDICAL AIR SERVICES ASSOCIATION**

# MEMBER SERVICES AGREEMENT

## MULTI-YEAR MEMBERSHIP FIVE (5) YEAR

This Member Services Agreement ("Agreement") made and entered into by and between Medical Air Services Association, Inc., (hereinafter, "MASA") and the subscribing Member (hereinafter, the "Member"). In consideration of payment of the membership and other related fees associated with such membership, MASA 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 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.

**"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 and whose application and applicable fees have been received by MASA, 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.

**"Non-Emergent Air Transportation"** shall be defined as a non-emergent, medically necessary transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft from a hospital where Member is presently admitted to the nearest and most appropriate Medical Facility, not less than one hundred (100) statute miles from the place of departure of such Transportation, capable providing the necessary, specialized level of care, as may be required.

**"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) invoiced to Member, following any/all applicable prior payment by commercial insurance, Medicare, and/or other applicable membership(s) and/or related programs, for transportation and/or related services, as MASA may be obligated to perform on behalf of Member. Such expenses include, but are not limited to, co-payments and deductibles for which Member may be obligated under commercial insurance and/or Medicare. This definition shall neither be considered an acknowledgement that such expenses are reasonable, customary and/or appropriate for the services rendered on behalf of Member, nor an acceptance of liability by MASA or Member for such expenses.

**"Residence"** shall be defined as Member's home address, as identified on Member's membership application or communicated otherwise in writing, within the Basic Coverage Area. Notice of change of address must be submitted by (i) certified mail, return receipt requested, to the Administrative Office of MASA; (ii) electronic mail, including delivery confirmation, to [info@medairservices.com](mailto:info@medairservices.com); or (iii) facsimile, including confirmation of delivery, to (817) 416-2326 and MASA's written acknowledgment of such notice. Notice of change of address must be received by MASA prior to any injury, illness or other incident which may activate the provision of service(s).

**"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<sup>2</sup>.** MASA 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 for a Serious Emergency not immediately 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, Hawaii and/or Canada.

**Non-Emergent Air Transportation<sup>1</sup>.** MASA hereby agrees to provide services associated with the coordination and provision of Member's non-emergent, medically necessary transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft from a hospital 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. In the event the receiving Medical Facility is more than one hundred (100) statute miles from the place of departure, MASA shall coordinate a medically-equipped, fixed-wing aircraft; however, in the event that the receiving Medical Facility is less than one hundred (100) statute miles from the place of departure or if more expedient, MASA shall coordinate a medically-equipped, rotary aircraft or ground ambulance. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon (i) certification by Member's treating physician and MASA's Medical Director and (ii) Member's compliance with the Access of Services provision of this Agreement.

**Emergent Ground Transportation<sup>2</sup>.** MASA 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.

**Repatriation/Recuperation<sup>1</sup>.** MASA hereby agrees to provide services associated with the coordination and provision of Member's non-emergent transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft in the event Member is hospitalized more than one hundred (100) statute miles from Member's Residence and Member's treating physician and MASA's Medical Director determines it is feasible and medically appropriate to transfer Member to a Medical Facility nearer to Member's Residence for recuperation. Although every effort will be made to transport Member to "medical facility of Member's choice", some factors outside of MASA's control may limit ability to fulfill Member's request. Such factors include, but not limited to, no bed available at requested medical facility and required services for Member's condition not available at requested facility. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon (i) certification by Member's treating physician and MASA's Medical Director and (ii) Member's compliance with the Access of Services provision of this Agreement.

**Return Transportation<sup>2</sup>.** MASA hereby agrees to provide services associated with the coordination and provision of Member's transportation by regularly-scheduled commercial carrier to the commercial airport nearest to Member's Residence following Member's discharge/release from a Medical Facility located more than one hundred (100) statute miles from Member's Residence. Fare and class for such transport is at the sole discretion of MASA. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

**Escort Transportation<sup>1</sup>.** MASA hereby agrees to provide services associated with the coordination and provision of transport for Member's spouse, other family member or companion to accompany Member's transport by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft, giving due priority to the medical personnel and/or equipment and the welfare and safety of the patient.

**Visitor Transportation<sup>2</sup>.** MASA hereby agrees to provide services associated with the coordination and provision of a round-trip, regularly scheduled, commercial carrier for Member's spouse, other family member or companion to join Member in the event that Member is hospitalized more than one hundred (100) statute miles from Member's Residence for more than seven (7) consecutive days or at the sole discretion of MASA. Fare and class for such transport is at the sole discretion of MASA. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

**Minor Return Transportation**<sup>1</sup>. MASA hereby agrees to provide services associated with the coordination and provision of transportation of a minor in the event that the minor is left unattended as a result of Member's utilizations of Emergent Air Transportation, Emergent Ground Transportation, Non-Emergent Air Transportation, Repatriation/Recuperation or Mortal Remains Transportation. MASA shall also provide for a qualified attendant to accompany such minor en-route, in the event that the minor's age and/or medical condition may necessitate such accompaniment. Fare and class for such transport is at the sole discretion of MASA. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

**Organ Retrieval & Organ Recipient Transportation**<sup>2</sup>. MASA hereby agrees to provide services associated with the coordination and provision of transportation of an organ to be used in an organ transplant procedure required by the Member or transportation of Member and Member's spouse, other family member or companion in the event that Member is in need of an organ transplant procedure. In the event of an Organ Recipient Transportation, such transportation shall be by a medically-equipped fixed-wing aircraft, if medically necessary, or by commercial carrier to the Suitable Airport nearest the site of the transplant procedure. Transportation of Member's spouse, other family member or companion may be limited due to availability, giving due priority to the medical personnel and equipment aboard the medically-equipped fixed-wing aircraft for the welfare and safety of the transported Member. This service shall apply to the retrieval or transplant of a heart, heart/lung, liver, kidney, lung or pancreas, anywhere in the United States of America. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

**Vehicle Return**<sup>1</sup>. MASA hereby agrees to provide services associated with the coordination and provision of vehicle return services to Member's Residence for ground vehicles as a result of Member's utilization of Emergent Air Transportation, Emergent Ground Transportation, Non-Emergent Air Transportation, Repatriation/Recuperation, Return Transportation or Mortal Remains Transportation. Vehicle return services shall only apply to traditional ground vehicles, including, but not limited to, car/truck, van, motorcycle, travel trailers or motor homes, owned or rented by Member. MASA shall bear the cost of fuel, oil and driver – contracted directly by MASA. The Member shall bear the cost of vehicle repair due to mechanical breakdown en-route. Vehicle must be in a condition suitable for safe operation on the highway. Only one (1) vehicle, including any vehicle in tow, shall be returned per incident.

**Mortal Remains Transportation**<sup>2</sup>. MASA hereby agrees to provide services associated with the coordination and provision of transportation, by regularly-scheduled commercial carrier to the commercial airport nearest to Member's Residence, of Member's mortal remains in the event of Member's death more than one hundred (100) statute miles from Member's Residence. Such services may be provided by common carrier, if appropriate. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

**Pet Return Transportation**<sup>1</sup>. MASA hereby agrees to provide services associated with the coordination and provision of return transportation of Member's pet to Member's Residence, as a result of Member's utilization of Emergent Air Transportation, Emergent Ground Transportation, Repatriation/Recuperation, Return Transportation or Mortal Remains Transportation. Covered pets include, but are not limited to, dogs, cats, and/or other small animals. Pets covered by this benefit shall be limited to two (2) per Member. MASA is not responsible for pet's illness, injury or death during such return. Such services may be provided by common carrier, if appropriate, and subject to the rules and regulations of the same. Such services shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement.

**Physician Search**<sup>3</sup>. MASA hereby agrees to provide services associated with assisting Member in locating a licensed physician, in the event Member requires medical care while Member is traveling internationally. Notwithstanding the foregoing, MASA provides no warranty and/or representation regarding the expertise and/or qualifications of such physician. Member retains sole discretion to rely on the recommendations and/or treatment of such physician. Member acknowledges and agrees that MASA does not assume liability for the transmission, collection and/or maintenance of the Member's confidential and/or HIPAA-protected health information. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Nurse Helpline**<sup>3</sup>. MASA hereby agrees to provide services associated with providing Member with telephonic access to a registered nurse for the purposes of providing Member with general information related to Member's medical condition(s), in the event that Member is suffering from a medical condition while Member is traveling internationally. Notwithstanding the foregoing, MASA provides no warranty and/or representation regarding the expertise and/or qualifications of such nurse. Member retains sole discretion to rely on the recommendations of such nurse. Member acknowledges and agrees that MASA does not assume liability for the transmission, collection and/or maintenance of the Member's confidential and/or HIPAA-protected health information. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Attorney Search**<sup>3</sup>. MASA hereby agrees to provide services associated with assisting Member in locating a licensed attorney, in the event Member requires legal services while Member is traveling internationally. Notwithstanding the foregoing, MASA provides no warranty and/or representation regarding the expertise and/or qualifications of such attorney. Member retains sole discretion to hire and/or otherwise retain such attorney and to rely on the legal counsel of such attorney. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Translation Services**<sup>3</sup>. MASA hereby agrees to provide services associated with providing a qualified professional to provide translation services to and/or on behalf of Member, in the event that Member should require Emergent Air Transportation, Non-Emergent Air Transportation, Repatriation/Recuperation, Return Transportation or Mortal Remains Transportation while Member is traveling internationally. Notwithstanding the foregoing, MASA provides no warranty and/or representation regarding the expertise and/or qualifications of such professional. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Travel Advisor**. MASA hereby agrees to provide services associated with providing Member with access to current information about health and safety issues in the countries where Member intends to travel. Notwithstanding the aforementioned, Member assumes any and all risks involved with international travel. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Emergency Message Center**<sup>3</sup>. MASA hereby agrees to provide services associated with providing Member with access to an emergency message center capable of relaying emergency messages regarding Member's health and/or safety to family and/or business contacts while Member is traveling internationally. Member acknowledges and agrees that this benefit is in no way intended to supplement and/or replace contacting 911 and/or other first responders in the event of a medical emergency. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Currency Assistance**<sup>3</sup>. MASA hereby agrees to provide services associated with providing Member with access to foreign currency (up to \$50,000 USD), in the event that Member should require Emergent Air Transportation, Non-Emergent Air Transportation, Repatriation/Recuperation, Return Transportation or Mortal Remains Transportation while Member is traveling internationally and Member does not have the ability to access such foreign currency. Member will be responsible for all conversion fees and/or other administration fees incurred in securing such foreign currency. Prior to accessing such currency, Member must provide MASA with evidence of Member's ability to reimburse MASA for the currency. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Peace of Mind PLUS**<sup>3</sup>. MASA hereby agrees to provide services associated with providing Member with travel assistance, including, but not limited to, commercial air and/or ground transportation schedules, assistance with the purchase of commercial air and/or ground transportation, luggage retrieval, emergency visa acquisition or any other assistance associated with Member returning home, in the event that Member should require Emergent Air Transportation, Non-Emergent Air Transportation, Repatriation/Recuperation, Return Transportation or Mortal Remains Transportation while Member is traveling internationally. Such service is provided on a best efforts basis and may be limited and/or rendered impossible by laws, regulations, procedures, acts of god or other outside factors not in the control of MASA.

**Worldwide Coverage**. As a Multi-Year Member, Non-Emergent Air Transportation, Repatriation/Recuperation, Return Transportation, Escort Transportation and Mortal Remains Transportation benefits shall extend worldwide. Worldwide coverage shall automatically extend to the United States, Canada, Mexico, the Caribbean (excluding Cuba), the Bahamas and Bermuda (collectively, "Basic Coverage Area"), and extend elsewhere contingent upon ten (10) day prior notice of such travel. Notice may be provided by (i) certified mail, return receipt requested, to the Administrative Office of MASA; (ii) electronic mail, including delivery confirmation, to travel@medairservices.com; or (iii) facsimile, including confirmation of delivery, to (817) 416-2326 and MASA's written acknowledgment of such notice. Notice must include a travel itinerary of travel destinations and dates. Unless otherwise authorized by MASA in writing, worldwide coverage shall apply to up to ninety (90) days per trip.

<sup>1</sup> Unless otherwise stated in "Worldwide Coverage," these services shall be provided in the basic area governed by MASA and defined as the "Basic Coverage Area," including the United States, Canada, Mexico, the Caribbean (excluding Cuba), the Bahamas and Bermuda. Vehicle Return shall be limited to only rental vehicles in Hawaii, the Caribbean (excluding Cuba), the Bahamas and Bermuda. Additionally, all helicopter transportation is limited to the United States and Canada, subject to availability.

<sup>2</sup> These services shall only be provided in the United States and Canada.

<sup>3</sup> These services shall only be provided when traveling outside of the United States and more than one-hundred (100) miles from Member's Residence.

## ARTICLE III

# General Provisions

**Effective Date**. This Agreement, and the Services provided herein, shall become in force and effective upon receipt, at MASA's headquarters, of an executed membership application and all applicable fees, unless otherwise mutually agreed to, in writing, by all parties ("Effective Date"). MASA shall not be obligated to perform any Services to Member prior to the Effective Date of this Agreement.

**Identification**. MASA 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**. All benefits and services under this Agreement, with the exception of Emergent Air Transportation and Emergent Ground Transportation, must be coordinated and/or provided by MASA. Member agrees to provide MASA with timely, as may be reasonably possible, notice, including any supplemental information as may be requested by MASA, of Member's need to utilize a benefit and/or



services contained herein. Member acknowledges that certain benefits and/or services as provided for herein are time sensitive; therefore, MASA requires notice at the earliest possible moment to secure the MASA Medical Director's approval, as may be required, and to allow proper time to facilitate the provision of benefits and/or services.

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

**Supplemental Protection.** Member acknowledges and agrees that MASA is not an insurer and/or insurance provider, and the MASA 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 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 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; (ii) electronic mail, including delivery confirmation, to [info@medairservices.com](mailto:info@medairservices.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 reserves the right to deny claims reported to MASA 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. MASA shall provide no more than two (2) medical air transportations per year, starting from the date of the first of such transportations. Member(s) requiring an organ transplant have a one (1) year waiting period for Organ Retrieval and Organ Recipient Transportation Services. Members receiving medical care, prescription medicine, treatment or who have developed a medical condition that is determined to be preexisting within the one-hundred-eighty (180) day period preceding the Effective Date have a ninety (90) day waiting period, except for those services which are deemed emergent in nature by MASA, prior to service being rendered for that care, prescription, treatment or newly developed medical condition.

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, whereupon MASA will cancel the membership and provide a pro-rata refund for the Membership fees.

## ARTICLE V Limitations on Liability

**Liability.** MASA 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 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 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 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 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. Nothing herein contained shall require MASA 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 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 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 shall not be responsible for any Services to Member. For annual and multi-year memberships, payment is required no later than thirty (30) days of expiration to renew or continue membership benefits. If payment is not made within the grace period, then MASA 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 by a designated third-party.

**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.

**Non-Waiver.** Any waiver of a term, condition and/or right under this Agreement must be unequivocally expressed in writing, executed by MASA's Legal Department. No action and/or inaction by MASA 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 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'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 the authority to retain, at MASA's 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 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 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. Member warrants that MASA 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.

**Mailing address**  
MASA GLOBAL BUILDING  
1250 S Pine Island Rd, Suite 500  
Plantation, FL 33324

**Telephone**  
Membership Services (800) 423-3226  
Emergency Access (800) 643-9023  
Itinerary Fax (817) 491-1368

**E-Mail**  
[info@medairservices.com](mailto:info@medairservices.com)