



EMPLOYER BENEFIT AGREEMENT – KENTUCKY
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 Policy Effective Date (“Policy Effective Date”), as defined below, in Section 4, by and among _____ (“Employer”), as described above, a(n) _____, MASA Insurance Services Inc., a Delaware corporation with its principal executive office at 1250 S. Pine Island Rd., Suite 500, Plantation, FL 33324 (“MASA”). 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 policies and family policies 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”, “Platinum Plus”, “Emergent Plus” and “Emergent Gold” policies (collectively, “Policies”) that entitle insureds (“Insureds”) to certain services and benefits (“Benefits”) and Employer desires to offer Policies 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 policy coverage.
2. Insurance Policy (“Policy”). All Policies resulting from this Agreement are subject to the terms and conditions of the ultimate Policy issued to the policyholder. Notwithstanding the terms and conditions of that Policy, those insureds purchasing the Platinum and Platinum Plus Policy under the monthly payment option via payroll deduction, “Worldwide Coverage” will be an included benefit without the full annual payment requirement of that respective Policy. All other Worldwide Coverage and Platinum Service Agreement Benefit requirements still apply.

3. Policy Rates.

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

Select One: Payroll Deduct Employer Paid

Check all that apply:

Policy	Term	Type	Rate	Check
Platinum	Monthly	Single	\$29.00	
	Monthly	Family	\$39.00	
	Annually	Single	\$348.00	
Platinum Plus	Annually	Family	\$468.00	
	Monthly	Single	\$39.00	

	Monthly	Family	\$49.00	
	Annually	Single	\$468.00	
	Annually	Family	\$588.00	
Emergent Plus	Monthly	Family	\$14.00	
	Annually	Family	\$160.00	
Emergent Gold	Monthly	Family	\$19.00	
	Annually	Family	\$216.00	
Indemnity Plus	Monthly	Family	\$10.00	
	Annually	Family	\$120.00	
Indemnity Gold	Monthly	Family	\$10.00	
	Annually	Family	\$120.00	

4. Insured 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, 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 insured 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 Policy 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 insureds a Policy, which provides an explanation of MASA benefits and services.

5. Policy Effective Date. Each Insured’s benefits become effective as of the Insured’s policy effective date (“Policy Effective Date”), which must be after the Agreement Effective Date, which is the date the employer agrees to offer MASA. The Policy Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) 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 Policy 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 Employees that enroll as during the initial Enrollment Period as defined in Section 3 above, the Policy 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 Policy 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. Policy Benefits and Requirements. The Parties acknowledge and agree that the Policies offered by MASA were designed to protect insureds 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 Policies are not represented and/or marketed as a primary level of coverage but rather as a supplement to such coverage; nor is a Policy intended to replace or take the place of primary insurance coverage, and the Policy product should not be construed as insurance.

By offering and/or providing Policies 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 Policy, 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 policy. 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 an Insured that may result from the offer and/or provision of the Policies described in this Agreement to Employees, and (2) agrees to hold MASA harmless for any such consequences.

(SIGNATURE PAGE FOLLOWS)

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

MASA INSURANCE SERVICES, INC.

("EMPLOYER")

Signature

Signature

Name: Executive, Medical Air Services Association, Inc.

Name: Executive, Employer

Date of Signature

Date of Signature

INTERNAL USE ONLY:

Professional Services Review