

# Terms & Conditions of MVP-Direct®

## Subscription Participant Agreement

The following terms and conditions govern the MVP-Direct® Subscription Participant Agreement (the “**Agreement**”) provided by Bender Medical Group, Inc., a Colorado Corporation doing business as Miramont Family Medicine (“**Miramont**,” “**we**,” “**our**,” or “**us**”) to each person listed on the Electronic Registration Form (“**you**,” “**your**” or “**Participant**”).

**1. Introduction.** MVP-Direct® is a direct primary care subscription. It is not an insurance plan and Miramont Family Medicine is not an insurance company. MVP-Direct® does not meet the minimum essential benefit coverage required for insurance plans by federal law. You understand that you will be charged a re-occurring monthly subscription fee of \$59.00 (Fifty-Nine Dollars) per person, or if paid annually at the time of enrollment, \$588.00 (Five Hundred and Eighty-Eight Dollars) per person, for an effective annual rate discount of \$120.00 per year. You also agree to pay a \$20.00 (twenty dollar) “day of service charge” for medical services rendered and will be responsible for all charges incurred. Services eligible for MVP-Direct® pricing include doctor services, minor surgeries, laboratory testing, x-rays, and will only be provided by Miramont providers at Miramont locations. The “day of service charge” maximum is \$20 per day regardless of the number of services received that day. NOT ALL TYPES OF HEALTH CARE SERVICES ARE COVERED BY THIS SUBSCRIPTION PARTICIPATION AGREEMENT. WE ONLY PROVIDE THOSE COVERED SERVICES FURTHER DESCRIBED HEREIN. THE SUBSCRIPTION PARTICIPATION AGREEMENT DOES NOT COVER HOSPITAL CARE, EMERGENCY CARE, OBSTETRICS, OR MOST OTHER SPECIALTY HEALTH CARE SERVICES. BY PARTICIPATING IN THIS SUBSCRIPTION AGREEMENT AND RECEIVING SERVICES FROM US, YOU AND ALL OTHER MEMBERS IDENTIFIED IN YOUR ELECTRONIC REGISTRATION AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

**2. Covered Services.** Those services described herein, also known as the “**Covered Services**” shall be provided exclusively only at designated Miramont locations.

**2.1 Primary Care Wellness Services.** We offer primary care wellness services to MVP-Direct® patients without additional charge as follows:

**2.1.a. Comprehensive Physical Examinations,** including age appropriate well child exams and well woman and well man exams. Sports program, school, and camp exams are also included.

**2.1.b. Medication Review** and reconciliation for the purpose of reducing medication errors, drug-drug interactions, side effects, therapy duplication, and total prescription costs.

**2.1.c. Nutrition Counseling**, to include evaluation and a weight care plan with your provider and at select Miramont locations, a nutritionist or registered dietician.

**2.1.d. Anticipatory Guidance** for pediatric safety and prevention counseling.

**2.2 Primary Care Medical Services.** We offer primary care medical services to MVP-Direct® patients without additional charge as follows:

**2.2.a. Blood Draw** (Phlebotomy) for laboratory testing, both for testing that is performed in-house, and any that is send-out to a reference laboratory, as medically necessary, and agreed to by you and your provider.

**2.2.b. Biometric Screening**, to include basic vital signs monitoring, which may include blood pressure, pulse, weight, height, temperature, respiratory rate, body mass index, and pulse oximetry.

**2.2.c. Physical examination**, targeted to the disease process or chief complaint at presentation or as deemed necessary by yourself or the provider.

**2.2.d. CLIA Waived Laboratory testing**, including in-house Urinalysis via dipstick and digital results processing, Urine Pregnancy testing, Rapid Strep testing, Rapid Influenza testing, provider performed microscopy of urine and wet mount slides, and Hemocult testing.

**2.2.e. Medical Assistant administered testing**, including electrocardiograms (“EKG”), spirometry, ankle-brachial index (“ABI”), orthostatic vitals, peak flow measurement, and at select Miramont locations, allergy skin (scratch) testing, nerve conduction study, and body fat analysis.

**2.2.f. Medical Assistant administered procedures**, including Cerumen Impaction Removal, urinary catheterization, suture removal, tuberculosis screening by purified protein derivative (“PPD”), intramuscular and subcutaneous medication injections, intravenous access for infusion therapy, and nebulizer administration.

**2.2.g. Vaccinations**, including annual influenza immunization, tetanus-diphtheria-pertussis series and booster, polio series, measles-mumps-rubella series, Hepatitis A series, Hepatitis B series, and Haemophilus influenza series.

**2.2.h. Provider administered procedures**, including pap smear collection, joint and bursa injections (visco-supplementation sold separately), comedone extraction, toenail surgery up to and including complete removal, skin tag removal, incision and drainage of abscess(es), superficial foreign body removal from skin, paring of corns and calluses, suturing of minor lacerations, skin and soft tissue biopsy, application of cryotherapy and electrocautery, wound dressing and packing, application of fiberglass splints, and at select Miramont locations application of circumferential fiberglass casts, colposcopy, endometrial biopsy collection, IUD insertion (IUD sold separately), intravenous and infusion therapy (promethazine, ceftriaxone, ketorolac, saline fluid included, all others sold separately).

**2.2.i. Medications provided by Provider in-house for injection**, including triamcinolone, promethazine, ceftriaxone, ketorolac, methylprednisolone, and saline fluid.

**2.3 Enhanced Primary Care Services.** We offer the following enhanced primary care services as follows:

**2.3.a. Online patient portal** with remote access to your medical records information and visit history using your secure user name and password.

**2.3.b. Direct messaging** access via the online patient portal to your Miramont provider and the Miramont health care team for routine, and non-urgent or non-emergent questions and business.

**2.3.c. Open Access Appointments and Walk-In Clinic Access** for acute and urgent services is made available same day and next day at select Miramont locations. Upon your request, all reasonable efforts will be made to ensure that you are scheduled on the same day or the next day during regular business hours of the Clinic.

**2.3.d. Urgent Care Services** which include low to moderate acuity care for medical conditions requiring the same day laboratory, imaging, minor surgical and infusion therapies offered at the Miramont location that you present to.

**2.3.e. Extended Hours**, including after hours and weekend hours at select Miramont locations.

**2.3.f. No-Wait Appointments**, meaning that you will have minimal or no wait upon arrival at Miramont for your scheduled appointments, provided your subscription and subscription information is current and accurate, and you are prepared to pay your “day of service charge” at the time you present. All reasonable efforts will be made to accommodate urgent care and acute walk-ins, although wait times will vary for urgent care and acute walk-in services depending on the minute to minute demand for such services.

**2.3.g Prescription Dispensing** and prescription refill requests will be handled timely through our in-house Dispensaries and Retail stores. Send-out prescription requests and prescription refills will be handled within twenty-four (24) hours of your appointment or the time of your request.

**2.3.h. In-house Imaging**, which may include general radiography (X-ray), and at select locations, mammography and/or bone mineral densiometry.

**2.3.i. In-house CLIA level II Laboratory**, which may include automated complete blood cell count, complete and basic metabolic profile, lipid profile, glycosylated hemoglobin (“A1c”), Protime and INR, Thyroid Stimulating Hormone immunoassay, free T4 immunoassay, Prostate Specific Antigen (“PSA”) immunoassay, total testosterone immunoassay, total Vitamin D level immunoassay, Sedimentation rate, reactive plasma reagin (“RPR”), rapid cardiac troponin, rapid total myoglobin, rapid creatinine phosphokinase (“CPK”), rapid b-type natriuretic peptide (“BNP”), rapid d-Dimer, rapid urine drug screening, Human Immunodeficiency Virus (“HIV”) screening testing, serum phosphorus level, serum magnesium level, serum iron level, total iron binding capacity, ferritin level, uric acid level, amylase, lipase, and urine microalbumin.

**2.3.j. Team Based Care Delivery** is offered by Miramont teams that may be composed of various ancillary care providers, including but not limited to, physicians, advanced practice nurses, physician assistants, psychologists, licensed clinical social workers, medical assistants, phlebotomists, medical technicians, pharmacy technicians, X-ray technologists, mammographers, emergency medical technicians (“EMT”), paramedics, licensed practical nurses, (“LPN”), registered nurses (“RN”), certified nursing assistants (“CNA”), nutritionists and registered dieticians.

**2.4.k. Care Coordination** means that we offer to attempt to coordinate the delivery of your care across the care continuum through direct consultation with and referral to other providers (including specialists, hospitals, extended and skilled nursing care facilities and other types of health care providers) as medically necessary. On your behalf, and if applicable, we will preauthorize any required specialist appointments with your insurance and schedule such appointments when necessary. A review of the specialist appointment will be conducted with you in a timely manner upon receiving the results and/or summary from such specialist. Additionally, we use health information exchange technology to incorporate data from local hospitals, pharmacies and labs in order to track the care provided by those other practitioners and thereby gain a better understanding of your overall health. Using this data and data from our own encounters with you, we will attempt to identify, direct, and encourage your participation in, as necessary, early interventions and other wellness services. We will engage you in these offerings through the use of various forms of communication (email, phone, text messaging, mail, etc.).

**2.5.I. Behavioral Health Services** are offered by Miramont, including psychology and licensed clinical social worker consultation, assessment, therapy, and testing

administration (testing sold separately), all for non-emergent conditions, your “day of service charge” applies.

**3. Excluded Services.** This Agreement only offers to you those Covered Services expressly described above. We do not provide, offer, pay for, or in any way reimburse you for any other services (“**Excluded Services**”) including, but not limited to, the following:

**3.1.a. Hospital Care and Hospitalizations.** This Subscription Participant Agreement does not cover any services performed at a hospital, ambulatory surgical center or similar facility or while the participant is a patient at a hospital or similar facility, including, but not limited to, any type of inpatient or outpatient services or procedures, or any services associated with hospital stays such as use of operating, delivery, recovery, or other specialty rooms and any professional fees, equipment or supplies related therein.

**3.1.b. Emergency Care.** This Subscription Participant Agreement does not cover any type of emergency care or emergency room service, including, but not limited to, any service required due to a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a layperson possessing an average knowledge of health and medicine would reasonably expect the absence of immediate medical attention to place the health of the individual in serious jeopardy, cause serious impairment to bodily functions, or cause serious dysfunction of any bodily organ or part.

**3.1.c. Burns and Broken Bones.** This Subscription Participant Agreement does not cover any definitive treatment of 2nd and 3rd degree burns, bone fractures, and/or dislocations.

**3.1.d. Surgery and Surgical Care.** This Subscription Participant Agreement does not cover any type of major surgery, post-operative surgical care, specialized surgical dressings, and/or any supplies, devices or appliances surgically inserted within the body that are not generally provided in a family medicine setting. Vasectomy, newborn circumcision, and implanted drug eluting contraception are available at select Miramont locations for a separate charge.

**3.1.e. Gastrointestinal Diagnostic Testing.** This Subscription Participant Agreement does not cover any gastrointestinal diagnostic testing. Colonoscopy and Endoscopy are available at select Miramont locations for an extra charge.

**3.1.f. Advanced Radiological and Nuclear Testing.** This Subscription Participant Agreement does not cover any advanced radiological or similar testing, including, but not limited to, CT or CAT scans, magnetic resonance imaging (MRI), ultrasound, and nuclear medicine.

**3.1.g. Orthotics.** This Subscription Participant Agreement does not cover supportive devices for the foot, including, but not limited to, foot inserts, arch supports, heel pads and heel cups, and orthopedic/corrective shoes.

**3.1.h. Dental Care.** This Subscription Participant Agreement does not cover dental care, including, but not limited to, dental examinations, root canal treatments, the filling or replacement of teeth, the removal of teeth, alveolectomy, bone grafts, dental implants, dentures, treatment of injuries to the teeth, diseases of the teeth, gingival tissues, or soft tissue impactions.

**3.1.i. Retail Store and Prescriptions.** All items located in our dispensaries and retail stores, including but not limited to prescription medications, weight care products, sundries, dressing supplies, orthotics, and durable medical equipment are available to you for an additional charge.

**3.1.j. Reference Laboratory Testing,** including anatomic and dermatologic pathology, Pap smear interpretation testing, CLIA level III complexity testing, culture and sensitivity reports, genome and DNA sequencing, expanded toxicology and urine drug screening, and all other advanced assays, including polymerase chain reaction (PCR), and gas and liquid chromatography. Although Miramont may collect the specimen at no additional charge, you will be responsible for any fees associated with a pathologist's read and report, or the reference laboratory processing charges.

**3.1.k. The Weight Care Clinic at Miramont®** meal replacement program foods and health shakes are not included, but are available for an additional charge.

**3.1.l. Miramont Med Spa®** aesthetics and cosmetology services and products are not included, and are offered for an additional charge at select Miramont locations.

**3.1.m. Psychologic Testing** is offered for an additional charge when performed under the interpretation of a licensed psychologist.

**3.1.n Allergy Immunotherapy,** both sublingual and subcutaneous, is offered at selected Miramont locations for an additional charge, and is not a part of the Subscription Participant Agreement.

**4. No Insurance Claims Filing.** You agree that you will not bill a health insurance company for any service that Miramont provides related to this Agreement. Miramont agrees that it will not bill any health insurance company for services rendered as part of the MVP-Direct® program. Therefore, if you or your participating family members have or acquire health insurance coverage, any amount that you pay to Miramont (e.g., monthly subscription fees or day of service charges) will not count towards your out of pocket expenses and/or deductible for your health insurance plan, but may qualify to be paid for out of your health savings account plan (H.S.A) – talk to your health care legal counsel or employer for more information about that.

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**5. No Participation for Medicare, Medicaid or Tricare.** You represent that, right now, you are not enrolled in a governmental healthcare program such as Medicare, Medicaid, or Tricare. You agree to notify Miramont immediately if you become eligible to participate in such governmental health care programs (including Medicare, Medicaid and/or Tricare) and prior to enrolling in such governmental health care programs. If you enroll in Medicare, Medicaid or Tricare at any time during the term of your membership, this Agreement will be deemed to have terminated on the date of your Medicare, Medicaid or Tricare enrollment.

**6. Miramont Right To Amend Without Notice.** Participant acknowledges that fees charged for professional medical services, including the amount of the subscription fee or day of service charge, in conjunction with MVP-Direct® may be changed at any time without notice and that Miramont reserves the right, at any time and without notice, to amend the Terms & Conditions contained in this Agreement. Miramont further reserves the right to suspend or terminate Participant's use of the MVP-Direct® subscription with or without cause.

**7. Participant Credit Check Authorization.** Participants acknowledge and authorize Bender Medical Group d/b/a Miramont Family Medicine to run a credit check, as needed, prior to enrollment and while enrolled in MVP-Direct®.

**8. Participant Billing Information Terms.** You are required to provide Miramont with a valid credit card account or bank ACH routing information for payment, and to keep that information current, even if the you elect to provide cash payment at the time services are rendered. You accept full financial responsibility and guarantee payment on all charges. You understand that, unless you pay in cash, for all fees, including the monthly subscription fee, day of service charges and fees for non-covered services, Miramont will charge your credit card, or withdraw funds from your bank account, for such fees, without further authorization from you and without prior notice. by Participant. You understand that if you give Miramont your debit card or Visa/MasterCard check card, funds may be withdrawn from your checking account without prior notice. In addition, a nominal pre-authorization amount may be unavailable to you for up to seven business days. Miramont is not responsible for any charges which may be incurred by you if such withdrawal results in insufficient funds in your checking account or any fees resulting from charges incurred on your credit card.

If your credit card is declined, you must provide Miramont with another credit card or bank ACH account information that can be used for future charges, even if you pay with cash every time you receive services. Declined payment will not void this Agreement, and monthly subscription charges will continue to accrue until the end of the agreement term, which during the initial year is a full twelve (12) months. (See **Section 13** below regarding the **Minimum Initial Term**.) If your payment option is declined, your ability to obtain services will be placed on hold until the declined payment is made by you. Collection

proceedings may be commenced for unpaid contract amounts at the time of default and accruing for the entire term of the Agreement. Reinstatement fees would apply if monthly subscription fees are brought current.

We require that you set-up recurring electronic payments for your monthly subscription fee using the link provided on our website. Your monthly payment will be processed on the same date each month unless your Subscription Participant Agreement is terminated. You hereby authorize us to make these charges or debits depending on the payment method you authorized through our website.

The Participant must pay the following monthly service fee based upon their age:

**Age 18 and older, your monthly service fee is \$59.00 (after discounts).**

**Under the age of 18, your monthly service fee is \$15.00 (after discounts).**

**9. Collections Costs.** You agree to pay Miramont all costs associated with collecting any amounts due and owing for services incurred by you, or on behalf of any of the family members listed on this application. Fees and costs may include interest rate charges, as allowed by law, and attorney fees incurred in the collection of any out-standing balance.

**10. Arbitration.** You agree that if any dispute arises regarding this Agreement or your participation in MVP-Direct<sup>®</sup>, that you will provide Miramont with written notice of any dispute and, if Miramont has not satisfactorily resolved the dispute within 30 days of receiving notice of the complaint, that you will submit the dispute to a mutually agreed upon mediation service located in Larimer County, Colorado prior to filing a civil action. Mediation proceedings will be conducted in accordance with the procedures set forth by the American Health Lawyers Association with the non-prevailing party responsible for payment of all reasonable attorney's fees and costs as well as the cost of the arbitrator. If mediation is unsuccessful, any action brought against Miramont must be brought in a court of competent jurisdiction located in Larimer County, Colorado. The prevailing party in mediation, or any other action, shall be entitled to an award of attorney's fees.

**11. Notifications.** Participants must notify Miramont immediately by telephone and in writing if the subscription cards, if any, have been lost or stolen. A \$5 replacement fee, per card, will be charged for lost or stolen MVP-Direct<sup>®</sup> cards. Participants agree to notify Miramont if their personal contact information changes.

**12. Email Opt-In.** By providing an email address, you authorize Miramont Family Medicine to send you email communications including marketing & administrative information, including confirmation of your subscription enrollment in MVP-Direct<sup>®</sup>. No personal health information will be sent via email communication. You may opt out of receiving any such email communications at any time by using the opt out feature in the email communication.

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**13. Term.** This Agreement commences on the date we receive your payment (“**Effective Date**”) and continues until 11:59 p.m. on the date immediately preceding the Effective Date in the following month (e.g. if we receive your payment on January 10 your participation will continue until 11:59 p.m. February 9) (“**Initial Monthly Term**”). At the end of the Initial Term, we will automatically renew your participation in the Subscription Participant Agreement on a monthly basis (each a “**Renewal Monthly Term**”), with an initial one year minimum subscription (the “**Initial Minimum Term**”). Notwithstanding the forgoing, after the Initial Minimum Term has concluded without lapse for non-payment, you can terminate your subscription in the Subscription Participant Agreement by notifying us in writing at least fourteen (14) days prior to the beginning of the next Renewal Monthly Term of your desire to terminate your participation. The Initial Term and any subsequent Renewal Term shall collectively be referred to as the “**Term**”. This Agreement shall terminate at the end of the monthly Renewal Term upon the death of the Participant. If you want to arrange for longer Subscription period choices after the end of the Initial Minimum Term, you would be electing to enter a contract with a minimum length of longer than a month. This contract price for an extended term is non-refundable for the duration of the contract term.

**14. Termination.** Your Subscription Participant Agreement may be terminated by us for any reason or no reason upon thirty (30) days’ written notice, in compliance with all applicable regulations and licensing requirements which are imposed on licensed physicians in the State of Colorado. Other reasons for termination include, but are not limited to, if Participant or Participants’ employer engages in fraudulent activity, forgery, theft from Miramont, identity theft, and hostile, uncooperative or threatening behaviors.

**15. Assignment.** You may not assign or transfer your Subscription Participant Agreement or any interest therein to any other person or entity, and any such assignment or transfer shall be void. We may assign or transfer this Agreement without your consent, and any such assignment or transfer is binding upon and inures to the benefit of you and us and our respective successor and assigns.

**16. Policies, Procedures and Amendments.** We may from time to time develop policies and procedures in connection with the operation or administration of the Subscription Participant Agreement. We may also amend the Agreement, including those Covered Service listed above, from time to time and in our sole discretion. You shall be bound by all such policies, procedures and amendments.

**17. Conflict.** In the event of a conflict between these Terms and Conditions and any document, form or brochure, these Terms and Conditions shall supersede and control.

**18. Entire Agreement.** These Terms and Conditions and all Exhibits hereto (as we may modify or amend from time to time) constitute the sole and entire Agreement between you and us with

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respect to the subject matter hereof and thereof, and supersede any and all prior written or oral agreements, discussions or understandings between you us.

**19. General Release.** To the greatest extent enforceable by law, each Participant, on behalf of himself or herself and each of their respective heirs, beneficiaries, successors and assigns, hereby forever releases and discharges Miramont, its affiliates, and each of their respective officers, directors, employees, agents and representatives from and against any and all liabilities, claims, demands, actions, and cause of action of any kind or character that such person has, or may have relating to or arising from use of services under the Subscription Participant Agreement. The sole recourse available to any such releasing person against Miramont is termination of your Subscription Participant Agreement in accordance with these Terms and Conditions.

**20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the choice or conflict of laws of that or any other jurisdiction.

**21. Privacy of Individually Identifiable Health Information.** We will maintain the privacy and confidentiality of all individually identifiable information about you in accordance with all applicable statutes and regulations.

**22. Notices.** All notices, consents, approvals, requests, and communications required under these Terms and Conditions and this Agreement shall be in writing and shall be deemed to have been given when delivered by first class mail, postage prepaid, electronic mail, or by hand delivery to you at the most recent address shown in our records and to us at the address shown below:

**Miramont Family Medicine  
4674 Snow Mesa Drive Suite #140  
Fort Collins, CO 80528**

**23. Headings.** The headings contained in these Terms and Conditions have been inserted for convenience only and do not define or limit the provisions hereof or the Agreement.

**24. Waiver.** The waiver by Miramont of any breach of any provision of these Terms and Conditions by Participant will not operate or be construed as a waiver of any subsequent breach by Participant. No delay in acting without regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

**25. Severability.** Any provision of these Terms and Conditions that is held to be inoperative, unenforceable, voidable or invalid in any jurisdiction will, as to that jurisdiction, be inoperative, unenforceable, void or invalid without affecting the remaining provisions of these Terms and Conditions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end, the provisions of these Terms and Conditions are declared to be severable. Any provision of these Terms and Conditions that is held to be inoperative, ©2016 Bender Medical Group, Inc.

unenforceable, voidable or invalid will be enforced to the maximum extent permitted under applicable law.

**26. Regulatory Compliance.** It is the intent of Miramont that the Agreement comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions and Miramont has structured it with that specific intent. However, it is understood that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of these Terms and Conditions is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or Participant is notified in writing of Miramont's reasonable belief that these Terms and Conditions or any of its provisions may be declared null, void, unenforceable, or in violation of applicable laws or regulations, the provisions in question may terminate or may be modified by Miramont to keep them in compliance with all laws and regulations, and the remaining provisions, if any, of these Terms and Conditions will nevertheless continue in full force and effect.

**27. Force Majeure.** Neither Miramont nor Participant shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other interruptions by other employees, or any other cause beyond the reasonable control of either party.

**28. Rights in Property.** All title to digital records, patient charts, patient records, patient information, equipment, furnishings and effects shall remain the sole property of Miramont. However, Participant may secure copies of Participant's patient charts and records at Participant's expense from Miramont, for an additional charge of \$18.00 to prepare a compact disc. There is no charge to download your own records from the Miramont patient portal.