



## TERMS AND CONDITIONS OF MEMBERSHIP (v.6.0)

These Terms and Conditions of Membership (“Terms and Conditions”) are between:

- **307Health, P.C.**, a Wyoming professional corporation, located at 250 North Evarts St., Powell, Wyoming 83435-2416 (“307Health”), and
- **You, the undersigned member** (“You” or “Member”).

**Background:** 307Health employs or contracts with physician(s) who specialize in primary care medicine and deliver care on 307Health’s behalf at the address set forth above. In exchange for the payment of certain fees paid by You, 307Health will provide You with the Services described in Appendix 1 through physicians and other health care providers, including Robert L. Chandler, M.D., Michael D. Tracy, M.D. and Dean W. Bartholomew, M.D. (collectively, the “Physicians”), and 307Health’s staff, on the terms and conditions set forth herein.

1. **307Health Will Provide You With Services.** In exchange for Your timely payment of the fees described in Appendix 1 following Your enrollment as a 307Health Member, You shall be deemed to be an “Active Member” who is entitled to receive the package of medical and non-medical services and certain amenities provided by 307Health described in Appendix 1 (collectively, the “Services”). Subject to the other terms and conditions contained herein, if at any time You fail to timely pay the fees described in Appendix 1, You shall be deemed to be an “Inactive Member” who is not entitled to receive the Services until Your fee payments have been brought current.
2. **Term.** These Terms and Conditions shall be effective starting on the date You enroll as a 307Health Member on 307Health’s online registration portal or the date you previously submitted a completed 307Health Member Enrollment form and shall continue until termination pursuant to Section 6, regardless of whether You are deemed to be an Active Member who is entitled to receive the Services or Inactive Member who is not entitled to receive the Services.
3. **Fees.** You acknowledge and agree that:
  - a. The fees described in Appendix 1 are due and payable monthly, beginning on the first day of the month following enrollment, as payment for all Services provided in the preceding month. The payment will become due and payable in accordance with 307Health’s then-current terms and conditions of payment for the previous month’s Services for as long as Services are provided to You. 307Health’s current terms and conditions of payment shall be made available to You on reasonable request at any time. As mentioned above, if You timely pay the fees described in Appendix 1, You shall be deemed to be an “Active Member” who is entitled to receive the Services; however, if at any time You fail to timely pay the fees described in Appendix 1, You shall be deemed to be an “Inactive Member” who is not entitled to receive the Services.  
**\*\*\*The fee is not due until after the previous month’s Services have been provided. You are not pre-paying for care that 307Health will provide.\*\*\***
  - b. If at any time You become an Inactive Member, then You will be responsible to pay the full monthly fee for the month in which You become an Inactive Member.
4. **Non-Participation in Insurance or Medicare.** You acknowledge and agree that:
  - a. **Payment is Your Sole Responsibility.** It is Your **SOLE** responsibility to pay 307Health directly for any Services that 307Health and/or its Physician(s) provide to You.
  - b. **Health Insurance Non-Participation.** Neither 307Health, nor any of the Physicians, participate in any health insurance, health maintenance organization (HMO) plans or panels or any other third-party payor. 307Health will NOT bill or seek reimbursement from any health insurance or HMO plans or panels for Services provided to You. You shall be fully and completely responsible for determining whether any health insurance or other HMO plan will reimburse You for fees and charges You pay 307Health for Services. You will be **SOLELY** responsible for submitting any claims for reimbursement that You may be entitled to from any third-party payor. **NEITHER 307HEALTH NOR ANY OF THE**

**THESE TERMS AND CONDITIONS SET OUT THE TERMS ON WHICH 307HEALTH WILL PROVIDE MEDICAL CARE TO YOU. PLEASE READ THEM CAREFULLY AND ASK ANY QUESTIONS YOU MAY HAVE BEFORE AGREEING TO BE BOUND BY THEM.**

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**PHYSICIANS MAKE ANY REPRESENTATIONS WHATSOEVER THAT ANY FEES YOU ARE REQUIRED TO PAY HEREUNDER ARE COVERED BY YOUR HEALTH INSURANCE, HMO PLANS OR ANY OTHER THIRD PARTY PAYOR APPLICABLE TO YOU.**

- c. Medicare Non-Participation. **307HEALTH DOES NOT PARTICIPATE IN MEDICARE. THIS MEANS THAT NEITHER 307HEALTH, NOR ANY OF ITS PHYSICIANS, WILL BILL OR SEEK REIMBURSEMENT FROM MEDICARE FOR SERVICES RENDERED HEREUNDER. YOU ARE FULLY RESPONSIBLE TO PAY 307HEALTH DIRECTLY FOR ALL SERVICES.**

You cannot submit claims to Medicare, or seek reimbursement from Medicare, for any Services provided to You by 307Health and/or a Physician hereunder. You agree not to bill Medicare or attempt to obtain Medicare reimbursement for any such Services provided hereunder. You acknowledge that 307Health's fees are not subject to any limits on charges Medicare may put on Medicare-participating or Medicare-non-participating health care providers. You further acknowledge that Medigap will not pay for any Services rendered by 307Health or its Physicians.

5. Insurance or Other Medical Coverage. You acknowledge, understand and agree that the 307Health membership described herein is NOT a health insurance plan, not a substitute for health insurance or other health plan coverage (such as membership in an HMO) and will not cover services provided by a hospital, ambulatory surgery center or any other facility, or any services not personally provided by 307Health or its Physicians.

**\*\*\*You acknowledge that 307Health has discussed the care and benefits to be provided hereunder and has advised You to obtain or keep in full force health insurance policy(ies) or plans to cover You for the costs of healthcare services not provided by 307Health and/or its Physician(s). You acknowledge that the 307Health membership described herein is not a contract that provides health insurance, nor is it intended to replace any existing or future health insurance or health plan coverage that You may carry.\*\*\***

6. Termination.

- a. Right to Terminate. Regardless of whether You are deemed to be an Active Member who is entitled to receive the Services or Inactive Member who is not entitled to receive the Services, both You and 307Health shall have the absolute and unconditional right to terminate Your 307Health membership, without the showing of any cause for termination. Termination by 307Health shall be effective upon giving at least 30-days prior written notice to You. Termination by You shall be effective immediately upon written notice to 307Health.
- b. Compliance with Physician-Patient Relationship Termination Requirements. If Your 307Health membership is terminated by 307Health, 307Health shall ensure that all notices required upon termination of a physician-patient relationship required by the Wyoming Board of Medicine, or any other applicable governmental entity, are given to You. Likewise, 307Health's (and/or any Physician's) obligation to continue treating You shall extend beyond the thirty (30) day termination period set out above, but only to the minimum extent required to comply with the Wyoming Board of Medicine's rules. If 307Health is required to continue treating You beyond such 30-day period, You will be responsible for paying for any Services rendered after such 30-day period on a fee-for-service basis at 307Health's usual and customary rates.

7. Communications

- a. Potentially Unsecure Communications. You acknowledge that communications with 307Health and/or the Physician(s) using e-mail, facsimile, video chat, text messaging and cell phone are not guaranteed to be secure or confidential methods of communication. You further acknowledge and agree that 307Health and the Physician(s) have advised You against using such communication methods to communicate protected health information (PHI) that You wish or expect to keep confidential. As such, You expressly waive any expectation or right You may have that the Physician will do more than use reasonable measures to keep confidential Your communications to him or her using such means of communication. **\*\*\*You acknowledge that all such communications may become a part of Your medical record.\*\*\***
- b. Email & Text Messaging. By authorizing 307Health to communicate Your PHI via non-secure methods such as e-mail or text messaging at any time, or by initiating any such non-secure communications with 307Health at any time, You authorize 307Health and its Physicians to communicate with You by e-mail and/or text messaging regarding Your PHI and You further acknowledge that:

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- i. E-mail and/or text messaging are not necessarily secure mediums for sending or receiving PHI, and there is always a possibility that a third party may gain access;
  - ii. Although the Physician will make all reasonable efforts to keep e-mail and text communications confidential and secure, neither 307Health nor the Physician(s) can assure or guarantee the absolute confidentiality of e-mail or text communications;
  - iii. In the discretion of the Physician, e-mail and/or text communications may be made a part of Your permanent medical record; and
  - iv. You understand and agree that e-mail and/or text messaging is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. **In the event of an emergency, or a situation which You reasonably may expect to develop into an emergency, You shall call 911 or the nearest emergency room and follow the directions of emergency personnel.**
- c. If You do not receive a response to an e-mail or text message within a reasonable time, You agree to re-send your original message to the Physician and ask him or her to confirm receipt of the same. If the Physician does not confirm receipt of Your follow-up e-mail or text message within a reasonable time, You agree to call the Physician on his or her phone number provided to you by 307Health and ask him or her to confirm receipt of the same. Neither 307Health nor the Physician(s) will be liable to You for any loss, cost, injury or expense caused by, or resulting from, a delay in responding to You as a result of technical failures, including, but not limited to: (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software or failure to properly address e-mail or text messages, (iii) failure of 307Health's or the Physicians' computers or computer networks, or faulty telephone or cable data transmissions, (iv) any interception of e-mail or text communications by a third party; or (v) Your failure to comply with the guidelines regarding use of e-mail or text communications set forth herein.

**8. Reasonable Access to Care.**

- a. Reasonable Access to Services. You acknowledge and agree that 307Health is contracting with You to provide You reasonable access to the Services described herein, and that it is neither physically nor financially possible for 307Health and/or the Physician(s) to provide unlimited Services to You. Therefore, the parties agree that 307 Health shall have provided "reasonable access" to the Services provided hereunder if it regularly meets the standards described on Appendix 1. You further understand and agree that there may be times during the term(s) hereof that numerous members seek the same Services at the same time, and that isolated instances in which Services are not available to the extent described on Appendix 1 are not a breach of these Terms and Conditions.
- b. Limiting Number of Members. 307Health and You agree that it is necessary for 307Health to limit the number of members treated by the Physician(s) to ensure that all such members receive reasonable access to care, including Services provided hereunder.

**9. Miscellaneous Terms and Conditions.**

- a. Severability. If for any reason any provision of these Terms and Conditions shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of these Terms and Conditions shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.
- b. Reimbursement for Services Rendered. If these Terms and Conditions are held to be invalid for any reason, and if 307Health is therefore required to refund all or any portion of the monthly fees paid by You, You agree to pay 307Health an amount equal to the reasonable value of the Services actually rendered to You during the period of time for which the refunded fees were paid. In exchange for any additional services which are not described herein, You agree to pay 307Health directly. You acknowledge and agree to be held responsible for any additional services including, but not limited to, those non-medical personalized Services described in Appendix 1, Section I.B.
- c. Amendment. Except as described below, no amendment to these Terms and Conditions shall be binding on a party unless it is made in writing and agreed to by all the parties.
  - i. Amendment to Comply with Law or Regulation. 307Health may unilaterally amend these Terms and Conditions to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending You thirty (30) days advance written notice of any such change. Any such changes are automatically incorporated by reference into these Terms and Conditions and

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are effective as of the date established by 307Health, except that You shall confirm Your agreement to any such change at 307Health's request. Moreover, if Applicable Law requires these Terms and Conditions to contain provisions that are not expressly set forth herein, then, to the extent necessary, such provisions shall be incorporated by reference into these Terms and Conditions and shall be deemed a part of these Terms and Conditions as though they had been expressly set forth herein.

- ii. Amendment to Terms and/or Services. 307Health may, from time to time, propose changes to these Terms and Conditions and/or the Services to be provided hereunder. 307Health shall propose such changes in writing, and provide the proposal to You no less than thirty (30) days before it is proposed to become effective. You may notify 307Health that You do not agree to such change(s) within ten (10) days of the date stated in the notice. If You do not notify 307Health within that ten (10) day period, the changes shall be deemed accepted by You and will be effective on the thirty-first (31<sup>st</sup>) day. If You notify 307Health, in writing, within that ten (10) day period that You do not accept the change, the change shall not become effective unless agreed to in writing by the parties.
- d. Assignment. These Terms and Conditions and any rights You may have hereunder may not be assigned or transferred by You.
- e. Not Construed Against the Drafter. These Terms and Conditions shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in these Terms and Conditions are used for convenience only and shall not limit, broaden or qualify the text.
- f. Entire Agreement. These Terms and Conditions contain the entire agreement between the parties and supersede all prior oral and written understandings and agreements regarding the subject matter hereof.
- g. Jurisdiction. These Terms and Conditions shall be governed and construed under the laws of the State of Wyoming and the exclusive venue for all disputes arising out of these Terms and Conditions shall be in the court of proper venue and jurisdiction for 307Health's address in Powell, Wyoming.
- h. Service. All written notices to You are deemed served if sent via: (i) First Class U.S. mail to the address You provide during the enrollment process; (ii) via electronic transmission to the email address You provide during the enrollment process; or (iii) by First Class U.S. mail to whichever address is most current in Your medical record. However, this section shall not apply to those written notices required to be sent via certified mail, return receipt requested, by the Wyoming Board of Medicine's Rules and Regulations, which will be served in accordance therewith.

### Appendix 1 Services and Fees

- This Appendix sets out the medical and non-medical services that 307Health will provide to You in exchange for paying the fees.
- This Appendix also sets out services 307Health WILL NOT provide to You. Please review carefully.

#### I. **SERVICES INCLUDED.**

- A. **Medical Services.** The following Medical Services<sup>1</sup> are included in the Services provided by 307Health under these Terms and Conditions.
1. **Routine office visits.** This includes management for acute and chronic conditions.
  2. **Routine certifications.** This includes completion of government, insurance, and employment forms requiring physician certification.
  3. **Screenings, Tests and Examinations**
    - Health Risk Assessment
    - Vision Screening, as indicated
    - Office Spirometry (basic lung function testing)
    - EKG, as indicated
    - DOT Physical
    - Student Sports Physical
    - Pre-Operative Evaluation
  4. **Wellness Evaluation.** You also shall be entitled to an annual in-depth “wellness evaluation” which shall be scheduled by You and performed by the Physician.
  5. **Physician Orders.** 307Health Physicians shall prescribe medications and order durable medical equipment, lab and imaging testing, or support therapy services as medically indicated within the scope of primary care.
  6. **Minor Office Procedures.** 307Health Physicians may, at their discretion, offer minor procedures to members that are deemed appropriate within the outpatient office setting and within the scope of primary care. Such services are determined on an individual and case-by-case basis in 307Health Physicians’ sole and absolute discretion.
  7. **Coordination with Specialists.** 307Health Physicians shall coordinate and follow up with medical specialists to whom You are referred, or from whom You have otherwise sought care, as medically necessary to assist You in obtaining specialty care. You understand that fees paid hereunder do not include, and do not cover, specialists’ fees or fees due to any medical professional other than the 307Health Physician.
- B. **Non-Medical, Personalized Services.** 307Health shall also provide You with the following non-medical services (“Non-Medical Services”):
1. **24/7 Access.** Except as otherwise set out below, You shall have reasonable access to the Physician via text messaging and telephone on a twenty-four (24) hour per day, seven (7) day per week basis. You shall be given a phone number where You may reach the Physician around the clock, and the Physician will use his/her best efforts to respond to you within a reasonable time.
  2. **E-Mail Access.** You shall be given the Physician’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician or staff member of the practice in a timely manner. As otherwise described in these Terms and Conditions, You understand and agree that email and the internet should never be used to access medical care in the event of an emergency, or any situation that You could reasonably expect may develop in an emergency. You agree that in such situations, when You cannot speak to Physician immediately in person or by telephone, that You

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<sup>1</sup>As used in these Terms and Conditions, the term “**Medical Services**” are those medical services the Physician is personally licensed to perform under Wyoming law, and that are consistent with his/her training and experience as a family medicine physician, an internist or a pediatrician, as applicable.

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- shall call 911 or the nearest emergency medical assistance provider and follow the direction of emergency medical personnel.
3. **No Wait or Minimal-Wait Appointments.** Every reasonable effort shall be made to assure You are seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a minimal wait time, You shall be contacted and advised of the projected wait time.
  4. **Same Day/Next Day Appointments for Established Members.** Every reasonable effort shall be made to schedule Your appointment with Physician on the same day. If You call or e-mail the Physician after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Your appointment with the Physician on the following normal office day. In any event, however, 307Health shall make every reasonable effort to schedule an appointment for You on the same day that the request is made.
  5. **New Member Appointments.** Every reasonable effort shall be made to schedule Your initial new member visit within one week of enrollment, if that is Your preference. This initial intake visit is not designed to be an urgent-care appointment.
  6. **Home or Office Visits.** You may request that the Physician see You in Your home or office, and in situations where the Physician considers such a visit reasonably necessary, appropriate and safe, he/she will make every reasonable effort to comply with Your request.
- C. **Coverage during Physician absences.** The Physician(s) may, from time to time, due to vacations, sick days, and other similar situations, not be available to personally provide the Services to You. Such absences are expected to be short-term. 307Health will make every effort to arrange for alternate provider coverage but cannot guarantee such coverage. During such times, the alternate provider who is “covering” for the Physician during his absence will be available to You to the same extent as the Physician would be.

**II. SERVICES NOT INCLUDED.** The following Medical Services ARE NOT included in the Services provided by 307Health under these Terms and Conditions.

- A. **Specialist care.** Other than coordination and follow up with a 307Health provider, specialist care is NOT INCLUDED, as described above.
- B. **Emergency Care.** You acknowledge and agree that emergency medical care is outside the scope of the Services 307Health provides hereunder as 307Health lacks the personnel and/or facilities to provide emergency medical care. 307Health is not responsible for providing medical care on an emergency basis to You. Follow-up care after You obtain emergency health care shall be included as part of the Services.
- C. **Hospital or Nursing Home Care.** The Services provided by 307Health DO NOT include medical care in the event of Your inpatient or outpatient hospital or nursing home admission.

**III. FEES.** In order to be deemed an “Active Member” who is entitled to receive the Services, You shall pay to 307Health the appropriate membership fees at the beginning of the month for the preceding month’s membership. Any incidental charges shall be payable at the time of service unless account is approved for credit in which case they will be accrued during the preceding month and will be added to the monthly statement. The monthly membership fees are as follows, depending upon Your age:

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|----------------------------|---|
| A. Members 00-23 Months*   | \$75 (\$35 with a 307Health member parent*) |
| B. Members 02-17 Years*    | \$65 (\$25 with a 307Health member parent*) |
| C. Members 18-44 Years     | \$50  |
| D. Members 45-64 Years     | \$65  |
| E. Members 65 Years and up | \$75  |
| ■ OR                       |   |
| F. * Family Rate *         | \$199 / month *                             |

**Enrollment Fee:** A one-time \$75 enrollment fee per member is required at registration.