

## Terms and Conditions

The Terms and Conditions (“T&C”) set forth below apply to the Medical Advantage Group (herein MAG”, “we”, “us”, or “our”) MACRA Ready Program the “Program”). Throughout these T&C for the Program the enrolling practice shall be referenced as “practice”, “member”, “you”, or “yours”.

We look forward to serving you as a member of the Program. Your membership and the privileges and conditions of membership are described throughout these T&C. If you have any questions, please call us at 800-485-6603, or visit us on the Internet at <https://www.macra.medicaladvantagegroup.com/>. To become a member of the Program you must submit a completed registration form and pay the applicable membership fee. By submitting a registration form you represent and warrant that the information within that form is current, complete and accurate.

**Membership Benefits.** Through your membership in the Medicare Access and CHIP Reauthorization Act (MACRA) Ready Program, you will receive one-on-one personalized assistance to minimize penalties and maximize your incentive opportunities. Our experts will distill MACRA rules and guide you through selecting quality measures, choosing reporting options and methods, and recommending performance improvement opportunities for your practice. The services included in the Program include a practice assessment, guidance on selecting quality measures, telephonic support, MACRA reference documentation center, and a MACRA readiness project plan.

**Membership Fees, Member Updates, Taxes.** The membership fee is for one twelve (12)-month period from the date of enrollment. Your membership or any benefits of your membership are not transferable. The twelve (12)-month membership fee is (\$999.00) nine hundred ninety-nine dollars for the first clinician plus an additional (\$150.00) one hundred fifty dollars for each additional clinician in the practice. It is your obligation to update and keep current your business address, phone number, and other information relevant to your enrollment in the Program. Your membership shall renew for one twelve (12)-month period from the anniversary date of your enrollment at the membership fee in effect at such time. You may terminate your membership at any time with written notice (which shall be permitted via Email) provided, however that **your membership fee will not be refundable**. The member is responsible for paying all applicable taxes, if any, associated with the membership fee.

**Membership Eligibility, Termination, Amendments to T&C.** Membership is available to all clinicians eligible to bill CMS under Medicare in the United States of America. We reserve the right to refuse membership to any clinician and membership is revocable by us without cause. Membership is subject to any and all rules adopted by us including our privacy policies and practices, and they may be amended from time to time without notice.

**Warranties and Disclaimers.** YOU AGREE AND ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL MEDICAL, CLINICAL, QUALITY, AND CODING DECISIONS FOR YOUR PRACTICE, AS WELL AS ALL STRATEGIC DECISION-MAKING ABOUT HOW YOU AND YOUR PRACTICE ENGAGE WITH RESPECT TO THE MEDICARE ACCESS AND CHIP REAUTHORIZATION ACT (MACRA) PROGRAM. YOU

FURTHER AGREE AND ACKNOWLEDGE THAT NEITHER WE, NOR ANY OF OUR AFFILIATES OR PARTNERS, REPRESENT OR GUARANTY ANY SPECIFIC LEVEL OF PERFORMANCE IN THE MACRA PROGRAM. IN NO EVENT SHALL WE, OR ANY OF OUR AFFILIATES OR PARTNERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR SERVICES OR YOUR MEMBERSHIP IN THE PROGRAM. IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE, IN NO EVENT WILL OUR LIABILITY FOR THE SUBJECT MATTER OF THESE T&C EXCEED (\$20.00) TWENTY U.S. DOLLARS. MEMBER ACKNOWLEDGES THAT THE ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITIES CONTAINED IN THESE T&C IS A MATERIAL CONSIDERATION FOR MAG ENTERING INTO THIS AGREEMENT.

Grant Programs. PRACTICES MAY BE ELIGIBLE FOR SUBSIDIZED TECHNICAL ASSISTANCE THROUGH THE CENTERS FOR MEDICARE AND MEDICAID SERVICES. INFORMATION ABOUT THESE PROGRAMS CAN BE FOUND AT: [https://qpp.cms.gov/docs/QPP\\_Technical\\_Assistance\\_Resource\\_Guide.pdf](https://qpp.cms.gov/docs/QPP_Technical_Assistance_Resource_Guide.pdf)

Miscellaneous. Any portion of these T&C in conflict with any applicable statute, insurance department regulation or directive, or any governmental ruling shall, without further action by the parties, be modified or deleted to the extent necessary to conform to such statute, regulation, directive, or ruling. The failure of either party to enforce any provision of the Program or these T&C shall not constitute a waiver by either party of any such provision. The past waiver of a provision of the Program or these T&C shall not constitute a course of conduct or a waiver in the future to that same provision. The limitations and disclaimers of warranties and the provisions of governing law, jurisdiction and venue, shall survive the termination of this Agreement. This Agreement constitutes the entire agreement between you and us with respect to your membership in the Program and supersedes all prior agreements or previous discussions (written or oral) between you and us. You and we agree that the statutes and laws of Michigan, without regard to the conflicts of laws principles thereof, shall govern all matters relating to your membership in the Program. You and we also agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of Michigan within Washtenaw County, Michigan or the federal courts for the residents of such County with respect to such matters.