



**THIS MEMBERSHIP AND THE PREPAID SERVICES PROVIDED UNDER THIS CONTRACT ARE NOT INSURANCE**

**FAMILY HOSPITAL PREPAID PRIMARY CARE MEMBERSHIP CONTRACT**

1. **NOTICE. The Family Hospital Membership Program is not health insurance and does not substitute for insurance in any way. It does not meet the Patient Protection and Affordable Care Act requirements for insurance and does not constitute “creditable” insurance coverage.** It is a prepaid Membership program provided in accordance with Texas law.

**Membership Program.** In this Membership program, you are selecting a limited amount of in person **direct primary care** provided by your physician, who is identified on **Attachment A** (“Provider”). **Although you and your Provider are using the Family Hospital platform to contract, this Contract is between you and your Provider.** As used in this contract, the term “direct primary care” means those services that the Member has purchased and Provider is qualified to provide under his professional license at the Provider’s office (for scheduled in person visits under the Primary Care Membership or Primary Care Plus Membership Plan) or at a participating free standing emergency room facility (for the Emergency Care Membership or Primary Care Plus Membership option) located at any one of the addresses shown on **Attachment A**. **Direct primary care also means the telemedicine visits offered by the Telemedicine Providers listed in this Contract, the cost of which is included in your care plan while your Membership is active and you are a patient of the Provider.**

Prepaid Base Plan Membership Benefits. By purchase of this prepaid Membership, you are purchasing the amount of direct primary care from your Provider described for the package you selected. This direct primary care is offered by your Provider at the specified office or free-standing emergency room facilities applicable to the care plan you have selected, shown on Attachment A, and pursuant to the following National Provider Identifiers or billing numbers: \_\_\_\_\_.

**Number of prepaid visits.** Membership will cover the full cost of the care rendered by

your Provider under the selected prepaid option (listed below) for the allowed number of facility-based visits within a 12-month period (the “Membership Year”) as described below:

For the Provider you have selected, you may make one of the select the following membership type:

(1) The **Family Hospital Membership** (includes unlimited in person direct primary care from your Provider on a scheduled basis in an office setting plus limited direct primary care from your Provider at any of the free-standing emergency room facilities listed in this Contract along with Labs, Testing, and Imaging services preformed based on the medical decision making of the provider on a non-emergent and emergency basis, plus unlimited Telemedicine through a Telemedicine provider as long as your Membership is active).

**Family Hospital Membership:** The Membership visits are in person and are not limited in number during the Membership Year (however, they must be scheduled and must occur during posted office hours in the Provider’s office as listed in this Contract and designated during scheduling). This selection allows your Provider to provide you with management of chronic illnesses and high blood pressure, woman exams, STI testing, annual wellness physicals, sports physicals, travel medicine, pediatric care over age 2, simple suture repair, incision and drainage of wounds, sick visits and uncomplicated psychiatric drug management. For each membership category (individual, couple, or family), direct primary care visits under the Primary Care Membership are unlimited during the Membership Year and are conducted by appointment with your Provider. You can make your appointment using the Family Hospital portal. The Membership visits are in person, are limited in number (the number allowed is based on your selection of Individual, Couple, or Family services), and consist of a limited number of direct primary care facility-based visits with your Provider at the free-standing emergency room facilities listed in this Contract on an emergency (unscheduled) basis.

If you select the Individual, Couple, or Family visits are provided in the amount(s) listed below.

- a. Individual Emergency Room visits - 2 free standing emergency room facility-based visits per year;
- b. Couple Emergency Room visits - 4 free standing emergency room facility-based visits per year (any Member of the couple using a visit will be counted against the total);
- c. Family Emergency Room visits - 6 free standing emergency room visits per year (any family Member using a visit will be counted against the total).
- d. Membership Additional Packages-subject to the exclusions set out in this Contract, Membership will cover the full cost of the care rendered by the Provider set out on Attachment A as associated with the package purchased.
- e. Labs, treatments, procedures, x-rays, EKG, CT. All tests and procedures performed by Provider at Provider’s facility if you have Active Membership at the time of services will be considered part of the pre-paid facility-based visits under the Membership.

NOTE: None of the Membership Plans described above include prescription drugs prescribed or medical devices or equipment ordered by the Provider and obtained by the Member from a pharmacy or other source that is not at a Provider free standing emergency room facility listed in this Contract

3. **Membership fees.** Your Family Hospital Membership simply allows you and your Provider to contract for direct primary care. Your contract with your Provider becomes effective upon the first payment for your membership and Registration/Processing Fee (“Effective Date/Time”) (initial payment may be made using the online portal or in the Provider facility; note that returned checks or other forms of denied payment do not constitute payment of the membership and registration fees). During the period prior to the payment, you do not have Membership benefits from the Provider. Note that any renewal of this Contract is renewed at the prices in effect at the time of the renewal, which can be higher than the prices shown in this Contract. The prepaid cost of Membership is as follows:

### **Fees for “Family Hospital Membership” Contract with your Provider:**

- a. **Fee for Individual Membership** is fully earned (subject to cancellation/refund rules contained in this contract) but is payable in increments of \$125 per month, plus a one-time registration/processing fee (“Registration/Processing Fee”) of \$100; or an annual fee of \$1,200 with no sign-up fee.
  - b. **Fee for Couple’s Membership** is fully earned (subject to cancellation/refund rules contained in this contract) but is payable in increments of \$225 per month, plus a one-time Registration/Processing Fee of \$100; or an annual fee of \$2,400 with no sign-up fee.
  - c. **Fee for Family Membership** (up to 6 people related by household address, blood, or legal adoption) is fully earned (subject to cancellation/refund rules contained in this contract) but is payable in increments of \$335 per month plus a one-time Registration/Processing Fee of \$100; or an annual fee of \$3,500 with no sign-up fee.
  - d. **If you have any gap between Membership years**, a new Registration/Processing Fee at the then-current price will be due in addition to the membership fee.
4. **Payment portal.** All monthly payments for this prepaid Membership program will be paid to the Provider by the Member exclusively through the online portal at [www.familyhospitalssystem.com](http://www.familyhospitalssystem.com). Monthly invoicing and payment with cash or check is NOT available. Monthly Membership payments are paid using the online portal via recurring credit card billing, or recurring bank draft (checking or savings account) only.
  5. **Additional charges.** Your Membership will **not** pay for the following:

- a. **EMS Transfer or other transfer** to another facility and treatment at that facility;
  - b. **Hospitalization;**
  - c. **Surgical Intervention**
  - d. **Follow up with specialists** or treatment by other medical professionals who are not available at the Provider's freestanding emergency room facility and are not part of the Provider's medical group;
  - e. **Prescription drugs** prescribed, or **medical devices or equipment** ordered by the Provider and obtained by the Member from a pharmacy or other source that is not at a Provider's freestanding emergency room facility; and
  - f. **Any other procedures** not provided by Provider at a freestanding emergency room facility listed in this contract.
6. **Membership Year is 12 consecutive months**, beginning on the Effective Date/Time (as defined in this Contract). For example, a Membership Year that begins February 15 of this year will end at midnight on February 14 of next year (subject to the automatic renewal provisions, described in paragraph 8).
7. **Automatic renewal.** At the end of the 12-month contract period the contract will be automatically renewed unless the Membership is cancelled by the Member in writing 30 days prior to the end of the initial contract period. **Your Provider, who is using the Family Hospital platform reserves the right to increase or decrease the prepaid rate of your Membership program after the initial 12-month Membership Year and for any subsequent Membership Year at renewal—your Provider's current prices will be listed on the Family Hospital portal. At the end of the 12-month Membership Year a renewing Member should timely make recurring payments based upon the then-current cost of the Family Hospital Membership program as set by your Provider—any automatic draft payments that you set up at the time you originally contracted with your Provider using the Family Hospital platform will continue until you cancel those payments. If a Membership is renewed and not paid in full by the renewed Member, it will be cancelled as set out in this contract. Partial payments are not permitted.**

8. **Cancellation & Collection Policy.** To communicate your cancellation of your contract with your Provider in order to prevent an on-going month-to-month automatic draft please contact the Family Hospital Customer Support Department in writing at least 30 calendar days prior to the end of the then current Membership Year. Cancellation must be in writing with a 30-day advance notice and submitted to [Membership@familyhospitalsystems.com](mailto:Membership@familyhospitalsystems.com) or call the Family Hospital Customer Care representative at (512) 629-3442. The requirements for other cancellation periods are specified below:

- a. Cancellation within 30 days following the Effective Date/Time, if no prepaid in person visits with your Provider have been incurred, will result in a full refund minus the \$50 processing registration fee. Telemedicine visits, if any have been incurred prior to cancellation, will be deducted from the refund amount at \$25 per visit.
- b. Cancellation within 30 days following the Effective Date/Time, if visits are incurred, will result in invoicing for each visit at usual and customary rates or rates that would apply to your care by the Provider without the Cage Free Membership platform.
- c. Cancellation after 30 days, and before the 12-month Membership Year ends, will result in a 50 percent balance of the remaining unpaid 12-month contract price remaining due.
- d. Cancellation will occur automatically for nonpayment after 30 days and former Members will be referred to a collection agency for the outstanding balance of the 12-month contract. A 35 percent collection fee, including, but not limited to attorney fees and interest will be added to your contract balance.
- e. Cancellation within 30 days after the start of a renewal period will result in an obligation to pay 50 percent of the Membership fee for that renewal period either as a lump sum or billed and paid in accordance with the payment provisions in place at the time of the renewal.
- f. No visits of any type occurring after cancellation will be considered pre-paid.

9. **Applicable Proof of Identity and Communication/Authorization/Consent Requirements.**

- a. A valid, government-issued picture ID for each adult Member is required to obtain services from a Provider using the Family Hospital Program platform.
- b. A valid picture ID for each adult Member and a Provider-issued photo on file for each minor Member is required at the time of service for verification of identity before receiving free services.
- c. Members are required to have their picture taken and stored in the Family Hospital database for your Provider's use for future verification.
- d. Members must agree to allow Family Hospital team to communicate with them via email, text, and telephone on behalf of your Provider.
- e. Anyone under the age of 18 may enroll as a Member only if a parent or legal guardian is financially responsible for the minor.
- f. Minors must have their parent or legal guardian available to give consent to be

evaluated and treated by Provider.

- g. Any Member who may also have *any* private or governmental health insurance benefits or plan for which Provider is contracted to be a provider, agrees NOT to seek reimbursement of payment from Member's private or governmental health insurance benefits or plan for services received from your Provider under this Cage Free Program. This restriction does not apply to free standing emergency room facility-based care that a Member receives from any Cage Free Program facility or Provider if the Member has already exhausted all Cage Free Program pre-paid free standing emergency room facility-based visits for the Membership Year

Conditions under which Provider services are offered.

- a. Medical services provided by Provider in accordance with this Contract are provided within the scope of direct primary medical care services as defined by Texas law.
- b. Provider reserves the right to refer ANY Members to other facilities, medical providers or specialists who are not part of your Family Hospital selected Membership plan for further evaluation and treatment as Provider deems medically necessary when rendering care. Payment to such referred facilities, other medical providers or specialists is Member's sole responsibility.
- c. Provider is not responsible for any type of emergency transport to other facilities, medical providers or specialists who are not part of Family Hospital .
- d. All Members agree to follow Provider's medical advice for primary care.
- e. Members may not dictate how the Provider should diagnose or treat them.
- f. Although your Care Free Care Providers rely on Members to provide complete and honest answers to questions regarding prior medical history to aid diagnosis and treatment, Members may not tell the Provider what labs, tests x-rays or referrals to order, or not to order.
- g. All care and services provided by Provider under the Cage Free Membership will be determined based upon their medical necessity as determined by the Provider directly rendering care to the Member.
- h. The Member hereby represents to the Provider and to all persons and entities that provide professional and technical services to the Provider or that submit billings on behalf of such persons or entities that the Member (and none of the other spouse or family Members for whom Member is making this representation, as listed on this contract) are or will **NOT** become Medicare beneficiaries during the term(s) of this contract.
- i. The Member hereby represents that for any minor Member signed up for direct primary medical care, Member has the primary responsibility to provide payment for that direct primary medical care to benefit said minor Member.
- j. **The Member understands and agrees that the Provider does NOT render the following care:**
  - **Chronic pain management;**
  - **Long term treatment with controlled medications and substance;**
  - **Substance abuse or withdrawal;**
  - **Advanced psychiatric problems;**
  - **DOT physicals;**
  - **Worker's compensation care; and**

▪ **Vaccinations**

- k. The Provider reserves the right to refuse Membership to any person for any reason allowed by applicable law.
  - l. Family Hospital reserves the right to refuse use of its software and website to any person for any reason allowed by applicable law.
  - m. Any legal action against Family Hospital, Providers, its and their related entities, agents, employees, representatives, affiliates and/or facilities, for any omission or action regarding an obligation to the Member, must be commenced within one (1) year from the date the omission or action was, or should have been, discovered.**
10. **Contact.** All information required to be provided to Family Hospital under this contract should be provided by the Member in writing to the following address:

Attention: \_\_\_\_\_ [Provider]  
Family Hospital , 3620 E Whitestone Blvd, Cedar Park, TX 78613.

Provider can be contacted by telephone or email at Customer Care representative (512) 629-3442, [memberships@familyhospitalssystem.com](mailto:memberships@familyhospitalssystem.com)

11. **Applicable Law.** This contract shall be governed by and construed under the laws of the State of Texas and any applicable federal laws. Provider will not provide any services pursuant to this contract that applicable law does not permit Provider to provide.
12. **No Assignment.** This contract is not assignable by any Member. Provider may assign this contract to a professional association or other qualified provider or entity as permitted by applicable law.
13. **Severable Provisions.** If any provision of this contract, or portion thereof, is determined by a court or other applicable adjudicatory body of competent jurisdiction, or declared under any law, rule or regulations to be illegal or unenforceable, then such provision will, to the extent permitted by the court or other applicable adjudicatory body, not to be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this contract will remain in full force and effect according to its terms.
14. **Entire Contract.** This contract constitutes the entire contract of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and contracts between the parties concerning its subject matter of this contract. No supplement, modification, or amendment to this contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this

contract shall be deemed or shall be binding unless executed in writing by the party making the waiver.

The Member(s) subject to this Contract are listed below, with full names, birthdates, address (street and mailing address), telephone and email address (if applicable).

I have read and understand this entire contract. I agree to participate in the Cage Free Membership Program under the terms and conditions set out in the contract. If I am purchasing a couple or family Membership, I represent to Provider that my signature below is provided with authority to bind my spouse (for a couple's Membership) and all of my listed family Members (for a family Membership). **I further represent to Provider that the Membership in the Membership program is, for each Member listed below, that Member's main source for direct primary medical care services as required by Texas Occupations Code Chapter 162, Subchapter E.**

**Plan Selected:** \_\_\_\_\_

**Name:**

**Date:**

\_\_\_\_\_  
*Print Name Here*

**Credit Card Holders Signature:**

**Date:**

\_\_\_\_\_  
*Print Name Here*

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\_\_\_\_\_



## ATTACHMENT A

Provider: Family Hospital Systems

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Provider's facility location addresses (telemedicine access information):

1. Family Emergency Room at Cedar Park  
3620 E Whitestone Blvd  
Cedar Park, TX 78613
2. Family Medical Care at Round Rock  
1925 South AW Grimes Blvd  
Round Rock, TX 78664
3. Family Hospital at Lake Travis  
5012 N FM RR 620  
Austin, TX 78732
4. Family Hospital at Brushy Creek  
230 Deer Ridge Dr.  
Round Rock, TX 78681
5. Family Medical Care at Lakeline  
1860 S. Lakeline Blvd.  
Cedar Park, TX 78613
6. Family Hospital at Bandera  
8703 Bandera Rd,  
San Antonio, Texas 78250
7. Family Hospital at Millard  
14404 Stony Brook Blvd,  
Omaha, NE 68137
8. Family Hospital at Papillion  
529 Pinnacle Dr,  
Papillion, NE 68046
9. Family Emergency Room at Georgetown  
1210 West University Ave.  
Georgetown, TX 78628

Provider's corporate office addresses (contact Provider for an appointment using the Family Hospital Portal):

Family Hospital Systems  
1464 E Whitestone Blvd.  
Suite 1101

Cedar Park, TX 78613

FHSupport@[familyhospitalssystem.com](mailto:familyhospitalssystem.com)