



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

CAGE FREE CARE PREPAID PRIMARY CARE MEMBERSHIP CONTRACT

1. **NOTICE.** The Cage Free Care 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.

2. **Membership Program.** In this Membership program, you prepay for a limited amount of **direct primary care** provided by the provider identified on **Attachment A** (“Provider”). As used in this contract, the term “direct primary care” means those services that the Provider is qualified to provide at the Provider’s participating facility located at any one of the addresses shown on **Attachment A** or, in the case of telemedicine services, services that Provider is qualified to provide using telemedicine. Direct primary care services are provided by provider 24 hours a day, 365 days a year, until the prepaid Membership benefits have been fully used for the 12-month prepaid Membership period (“Membership Year”).
 - A. **Special Membership “Sports Package”-** In this Membership program, you prepay package benefits for **direct primary care** provided by the provider identified on **Attachment A** (“Provider”). As used in this contract, the term “direct primary care” means those services that the Provider is qualified to provide at the Provider’s participating facility located at any one of the addresses shown on Attachment A. Direct primary care services are provided by provider 24 hours a day, 365 days a year, until the prepaid Membership benefits have been fully used for the 4-month prepaid Membership period (“Membership Term”).

3. **Prepaid Base Plan Membership Benefits.** By purchase of this prepaid Membership, you are purchasing a **limited amount of direct primary care** offered by Provider at the specified facilities and pursuant to the following National Provider Identifiers or billing numbers: _____. Note, however, that *telemedicine primary care* provided under this contract is not limited to the number of visits set out in paragraph 4 of

this contract. Although Provider advertises its services on a third-party website at the address _____ on which other direct care providers may also advertise, Provider is not associated with those other providers and does not own the third-party website. Member is not precluded from signing up for other services advertised on the third-party website, but the Provider is not responsible for providing the services advertised by other providers on the third-party website.

A. **Special Membership “Sports Package”**- Will include its own services separate to the Base Plan. By purchase of this prepaid Membership, you are purchasing a limited amount of direct primary care offered by Provider at the specified facilities and pursuant to the following National Provider Identifiers or billing numbers: _____. All package benefits provided under this contract is limited to the number of visits set out in **paragraph 4 sub section “4A”** of this contract.

4. **Number of prepaid visits.** Membership will cover the full cost of the care rendered by Provider under the selected prepaid option (listed below) for the allowed number of facility-based visits within a 12-month period (the “Membership Year”):
 - a. Individual visits - 4 facility-based visits per year;
 - b. Couple visits - 6 facility-based visits per year (any Member of the couple using a visit will be counted against the total);
 - c. Family visits - 8 visits per year (any family Member using a visit will be counted against the total).
 - d. For each membership category (individual, couple, or family), telemedicine visits are unlimited during the Membership Year.
 - e. Membership will not 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 facility.
 - f. Rollover Membership visits. An individual, couple, or family, as applicable, can, for every two facility-based visits not used in a Membership Year, roll over one of the unused facility-based visits to the next Membership Year (if the Membership Year is timely renewed). The maximum rollover Membership visits permitted is one half of the current Membership Year’s total facility-based visits. For example, if an individual had two unused facility-based visits at the end of the Membership Year, he could roll over one to the next Membership Year when he renewed, and would have five total Membership Year facility-based visits for the renewed Membership Year. There are no half-visit rollover credits, so the unused facility-based visits at the end of the Membership Year must be evenly divisible by two in order to roll over. Rolled over visits have no cash value and are not refundable or otherwise transferable.
- A. **Special Membership “Sports Package”**- Membership will cover the full cost of the care rendered by Provider under the selected prepaid option (listed below) for the allowed number of facility-based visits within a 4-month period (the “Membership Term”):
 - a. One Fully Covered Emergency Room Visit.
 - b. Free Physical by appointment at Facility.

- c. Onsite CT Scan, X-ray, and Lab work.
 - d. Covers all sports and non-sport related injuries.
 - e. Covers follow visits if requested by physician.
- 5. **Labs, treatments, procedures, x-rays, EKG, CT.** All tests and procedures performed by Provider at Provider's facility will be considered part of the pre-paid facility-based visits.
- 6. **Additional charges.** Your Membership will **not** pay for the following:
 - a. **Transfer** to another facility and treatment at that facility;
 - b. **Hospitalization;**
 - c. **Follow up with specialists** or treatment by other medical professionals who are not available at the Provider's facility and are not part of the Provider's medical group;
 - d. **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 facility; and
 - e. **Any other procedures** not provided by Provider at a facility listed in this contract.
- 7. **Membership fees.** Your Cage Free Care Membership becomes effective at 12:01 a.m. on the 15th consecutive calendar day after you initially sign up and pay 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 Effective Date/Time, you do not have Membership benefits at Provider. The prepaid cost of Membership is as follows:
 - a. **Fee for Individual Membership** is fully earned (subject to cancellation/refund rules contained in this contract) but is payable in increments of \$139 per month, plus a one-time registration/processing fee ("Registration/Processing Fee") of \$25;
 - b. **Fee for Couple's Membership** is fully earned (subject to cancellation/refund rules contained in this contract) but is payable in increments of \$228 per month, plus a one-time Registration/Processing Fee of \$25;
 - c. **Fee for Family Membership** (up to 8 people related by blood or legal adoption) is fully earned (subject to cancellation/refund rules contained in this contract) but is payable in increments of \$289 per month plus a one-time Registration/Processing Fee of \$30.
 - 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.

Corporate Membership is available via a separate account which is set up for each company with the Provider. Corporate Memberships must be paid by the Corporate Member (e.g., the employer) on a monthly basis through the online portal in accordance with the Corporate Membership contract. If Corporate Membership account is desired by an employer, the

employer may contact our Customer Care representative for account set up. Members who are served by Provider through a Corporate Membership may transition from a Corporate Membership to a family, couple or individual Membership, as applicable, in the event of the Corporate Member's change of employment, subject to the terms and conditions set out in this contract and any applicable conditions set out in the Cage Free Care contract with the Corporate Member.

All monthly payments for this prepaid Membership program will be paid by the Member exclusively through the online portal. 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.

8. **Membership period 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).
9. **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. **Cage Free Care reserves the right to increase or decrease the prepaid rate of its Membership program after the initial 12 month Membership Year and for any subsequent Membership Year at renewal—current prices will be listed on the 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 Cage Free Care Membership program—any automatic draft payments that you set up at the time you originally joined Cage Free Care 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.**
10. **Cancellation & Collection Policy.** To cancel or prevent an on-going month-to-month automatic draft please contact our 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 support@Cagefreecare.com or call our Customer Care representative at (512) 260-2732. The requirements for other cancellation periods are specified below:
 - a. Cancellation within 30 days following the Effective Date/Time, if no prepaid visits at the facilities listed on this contract have been incurred, will result in a full refund minus the \$80 processing registration fee. Telemedicine visits, if 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 without the Cage Free Membership.

- 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 60 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 of 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.

11. Applicable Proof of Identity and Communication/Authorization/Consent Requirements.

- a. A valid, government-issued picture ID for each adult Member is required to enroll in the Cage Free Care Program.
- 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 our database for future verification.
- d. Members must agree to allow Cage Free Care team to communicate with them via email, text, and telephone.
- 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 under this Cage Free Program. This restriction does not apply to 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 facility-based visits for the Membership Year (as telemedicine benefits are not limited throughout the year, the Member would have no reason to seek reimbursement of payment from Member's private or governmental health insurance benefits or plan for telemedicine services received under this Cage Free Program).

12. Services.

- 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 Cage Free Care 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 Cage Free Care.
- 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 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 that the Member (and none of the Members for whom Member is making this representation, as listed on this contract) are or will 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 Cage Free Care 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. Cage Free Care reserves the right to refuse Membership to any person for any reason allowed by applicable law.
- l. Any legal action against Cage Free Care, its providers, their related entities 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.

13. **Contact.** All information required to be provided to Cage Free Care under this contract should be provided by the Member in writing to the following address:

Cage Free Care, 3620 E Whitestone Blvd, Cedar Park, TX 78613.

Provider can be contacted by telephone or email at Customer Care representative
– (512) 851-1018, support@cagefreecare.com

14. **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.
15. **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.
16. **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.
17. **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 Cage Free 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 F.**

Name:

Date:

Print Name Here

Credit Card Holders Signature:

Date:

Print Name Here

Print Name Here (if different from Member)

Member name(s):

Member birthdate(s) (by Member):

Member street address(es) (by Member):

Member mailing address(es) (by Member):

Member telephone number(s) (by Member):

Member email address(es) (by Member):

ATTACHMENT A

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

Telemedicine contact information:
