

PREPAYMENT PLAN AGREEMENT-INDIVIDUAL(S)

This Agreement is made and entered into by and between Immediate MedCare, LLC, a Georgia Limited Liability Company (hereinafter "IMC") and _____ (hereinafter "Member").

WHEREAS, IMC and Member are desirous of entering into a contractual relationship which will allow the Member's Members to obtain certain medical services at discounted rates; and

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, IMC and the Member do hereby agree as follows:

1. The following words shall have the following definitions in this Agreement:
 - (a) Immediate MedCare, LLC, a Georgia Limited Liability company, its successors and assigns.
 - (b) Discounted Rate Schedule shall refer to the reduced fee schedule adopted by IMC from time to time during the term of this Agreement.
 - (c) Manual shall mean the manual of policies and procedures established by IMC from time to time during the term of this Agreement.

2. IMC hereby agrees to provide general ambulatory care for the Member () Member Participants () Member Participants and Member Dependent Participants pursuant to IMC's discounted rate schedule. All services shall be provided at a medical clinic facility which is located at _____.

3. IMC and the Member are entering into this Agreement for the sole purpose of allowing the Member to make available to its () Member Participant () Member Participant and Member Dependent Participants, certain healthcare benefits at a reduced rate and the rates provided in this agreement shall apply to those individuals, so long as this Agreement shall remain in effect and for so long as the Member Participant remains an Member of the Member. Notwithstanding the forgoing, however, IMC shall be entitled to modify its rates and charges at any time and from time to time.

4. This Agreement shall cover the () Member Participant only () Member Participant and Member Dependent Participants only.

5. The services to be provided pursuant to this Agreement shall include but not be limited to routine urgent care visits; pediatric, adult, and elderly care; school, pre-employment, and sports physicals; coughs, colds, flu, allergies, sinus infections, asthma, urinary tract infections, strains and sprains, minor burns, laceration and suture repair, migraine and headaches, injections, flu shots, earaches, strep test, pregnancy test, nose bleeds, diarrhea, rashes and sores, insect bites, smoking cessation, respiratory therapy of an urgent nature, on-site x-ray and on-site EKG, but excluding over-reads, in-house lab work, suture and splint material costs, and the cost of durable medical equipment.

6. Services which are not covered pursuant to this Agreement include but are not limited to major medical, hospitalization, physical therapy and rehabilitation, surgery, pregnancy, mammography, CAT or PET scans, Doppler studies, MRI, life-threatening events or injuries, most immunizations, prescriptions (formulary and non-generic drugs), severe physical trauma, ongoing treatment for long-term illness or disease such as diabetes, high blood pressure, high cholesterol, thyroid, COPD, coronary artery disease or any other chronic diagnosis which require a primary care physician follow up or medical condition that requires specialists or hospital care, any emergency care or other care that the attending physical feels should, in the best interest of the patient, be referred to another medical provider or facility.

7. The Member shall submit to IMC, a certified list of all Member Participants which shall be used as a basis for the following month's subscription fee. Said list shall be furnished on or before the 25th day of each month. The failure of the Member to furnish a certified list of Participants on a timely basis shall authorize IMC to be paid based upon the last certified Participant list. On the 15th day of each month the Member shall pay to IMC a monthly subscription fee equal to \$39.00 for each Participant for that month. Said fee shall be automatically drafted out of an account designated by the Member for this purpose. The Member shall execute such documents and authorizations as IMC may require allowing IMC to draft the Member's account for all monthly subscription fees. The failure of IMC to receive payment in full of the monthly subscription fees on or before the 25th day of each month shall be justification for IMC to charge its normal non-discounted rates and charges to any Participant during that month.

8. The Member shall immediately notify IMC and shall submit all appropriate information for any new Member Participants, and shall also immediately notify IMC if any Member Participants cease to be Participants under this Agreement. The determination as to what individuals are Participants under this Agreement shall be the sole responsibility of the Member.

9. All Participants shall pay at the time the service is rendered, for any services rendered under this Agreement pursuant to the discounted rate schedule then in effect, unless alternative arrangements, which are satisfactory to IMC, have been made.

12. This Agreement shall commence on _____ and shall continue for 12 calendar months and shall automatically renew for successive one-year periods, provided that either party may terminate this agreement with or without cause upon 90 days prior written notice to the other party. Notwithstanding the foregoing, however, IMC may terminate this Agreement on 24 hours notice in the event of the Member's non-payment of its monthly subscription fees.

13. IMC will provide the services contemplated by this Agreement without regard to the race, age, sex, religion, creed, color, national origin or ancestry of any Participant.

14. If any provision of this Agreement is rendered invalid or unenforceable by any state or federal statute or regulation or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

15. This Agreement may not be assigned by the Member without the prior written consent of IMC. However, IMC may assign its rights and delegate its duties under this Agreement without the prior written consent of Member.

16. Any disputes under this Agreement shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules and Regulations of the American Arbitration Association then in effect, or such other dispute resolution rules upon which the parties agree. Such

arbitration may be initiated by either party by making a written demand for arbitration on the other party. The demand for arbitration must identify all issues on which the party seeks arbitration, the contractual provisions on which the party relies, the amount in dispute and the relief requested. Any issue not preserved through exhaustion of the arbitration proceedings shall be conclusively deemed to have been waived by the party and shall not be the subject of any further arbitration, litigation, internal, external or extrajudicial process. The arbitration shall be conducted in Atlanta, Georgia, unless the parties mutually agree otherwise.

- 17. (a) This Agreement shall be binding upon the parties hereto, their respective successors and assigns.
- (b) The waiver of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of the same or different provision.
- (c) This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.
- (d) This Agreement and all documents referenced herein and any documents incorporated herein by reference constitute the entire Agreement and understanding between the parties. It supersedes all prior written or oral understandings, agreements or negotiations between the parties relating to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by the parties hereto.
- (e) **THE MEMBER UNDERSTANDS AND AGREES THAT IMC HAS NOT REPRESENTED ITSELF AS AN INSURER AND THE RELATIONSHIP CONTEMPLATED BY THIS AGREEMENT IS NOT TO BE CONSTRUED IN ANY WAY AS INSURANCE.**

I hereby authorize IMC to initiate draft entries or such adjusting entries, either debit or credit which are necessary for corrections, to my () Checking () Savings () Visa Charge () MasterCard Charge () American Express () Discover account indicated below and the financial institution named below to credit (or debit) the same to such account.

FINANCIAL INSTITUTION NAME CITY STATE

TRANSIT/ROUTING NUMBER (Checking/Savings) ACCOUNT NUMBER (Checking/Savings)

ACCOUNT NUMBER (Charge Card) EXPIRATION DATE (Charge Card)

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 15 calendar days following the date on which I was sent a statement of my account or a written notice of such entry, or 45 days after posting, whichever occurs first.

IN WITNESS whereof the parties have caused their duly authorized representatives to sign and seal this Agreement on this _____ day of _____, 200__.

Member

Immediate MedCare,LLC

Member

By: _____
Authorized Official

- List Name of Dependents:
- 1 _____
 - 2 _____
 - 3 _____
 - 4 _____
 - 5 _____