

MEDICAL SERVICES AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into as of _____ by and between ImmediaCare LLC, a Louisiana limited liability company “ImmediaCare”) and _____
_____. (the “Client”), a Louisiana corporation.

1. **Purpose:** This Agreement sets forth the terms and conditions under which ImmediaCare will provide certain limited medical services as described in Exhibit B (the “Medical Services”) to Eligible Individuals (as defined in Section 5 below).

1. **Term:** The term of this Agreement shall commence as of _____, and continue until terminated by either party as provided herein.

2. **Obligations of ImmediaCare:** ImmediaCare shall:

a. Provide or make available such Medical Services at the times and places set forth on Exhibit B;

b. Supply the necessary or appropriate medical equipment and supplies to perform the Medical Services;

c. Provide professionally qualified and licensed personnel to render Medical Services (“Medical Personnel”) as set forth on Exhibit B; and

d. Prescribe and distribute certain prescription and nonprescription medicines as determined by ImmediaCare and as permitted by law, which may include those medications listed on Exhibit C; such list of medications is illustrative only and may be amended at any time without notice to Client or Eligible Individual.

e. Notify Client of any additional dependents added by employees in the patient portal the same day the dependent is added.

3. **Obligations of the Client:** The Client shall:

a. Permit Medical Personnel to access Client’s premises to perform Medical Services if the Client’s premises is requested by Eligible Individual;

b. Provide a private area or room as may be reasonably acceptable to ImmediaCare to examine Eligible Individuals and provide Medical Services; and

c. Timely pay all costs associated with the Medical Services, including without limitation, the Membership Fees and any visit fees that may be collected from the members and paid by the company(as defined below).

d. Notify ImmediaCare of employee terminations or changes in employee dependents on the 15th and the 28th of the month and no later than the date termination becomes effective.

4. **Eligible Individuals:** Upon the execution of this Agreement and no later than January 31 of each calendar year, the Client shall provide to ImmediaCare a list of employees and owners who are eligible to receive Medical Services pursuant to this Agreement (“Eligible Individuals”). Such list shall be delivered in the form reasonably requested by ImmediaCare. See Exhibit A attached. The Client shall provide ImmediaCare written notice of any additions or deletions to the list of Eligible Individuals the same day the client is aware of any changes and no later than the date the termination becomes effective. Prior to being able to receive Medical Services, each Eligible Individual shall be required to enter the ImmediaCare website and register as an Eligible Individual under the Client’s company name. ImmediaCare shall not be required to provide any Medical Services to Client personnel who have not individually registered as Eligible Individuals.

5. **Standards for Services and Personnel:** ImmediaCare warrants and agrees that Medical Services shall be provided by Medical Personnel in a manner consistent with the scope of Medical Personnel’s licensure and prevailing medical standards.

6. **Medical Records:** ImmediaCare shall maintain appropriate medical records policies consistent with applicable law. All records relating to Medical Services provided pursuant to this Agreement shall be the property of ImmediaCare.

Except as permitted or required hereunder or in accordance with applicable law, ImmediaCare shall not use or disclose medical records or other patient information in a manner that would violate the privacy and security standards imposed under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Unless otherwise authorized by an Eligible Individual (or his or her designated representative) or permitted or required by law, ImmediaCare shall not disclose an Eligible Individual’s medical information or records to the Client.

ImmediaCare agrees that it shall comply with HIPAA in all respects, including, without limitation, (a) the implementation of all safeguards necessary or appropriate to prevent unauthorized disclosure, and (b) the taking of such actions as may be necessary or required to ensure that each of its subcontractors or agents shall be subject to the same restrictions and conditions. Subject to the written or electronic authorization of the Eligible Individual, ImmediaCare will notify the primary care provider (or other designated health care provider) of the Eligible Individual who receives Medical Services pursuant to this Agreement; such notification shall include a copy of any records regarding treatment provided to said Eligible Individual.

7. **Payments:** The Client shall pay ImmediaCare, not later than the fifteenth business day of each month, in the form reasonably requested by ImmediaCare, the amount or amounts determined in accordance with Exhibit C hereto (“Membership Fees”), the terms of which may be modified by ImmediaCare upon 30 days prior written notice to Client. The Membership Fees for the first month shall be due and payable by Client upon the execution of this Agreement. Failure to pay the Membership Fees on or before the fifteenth business day of each month shall be deemed a material default of this Agreement, and, without any prior notice, ImmediaCare shall have the option at its sole discretion to suspend any or all Medical Services to Client or any Eligible Individual until the Membership Fees are paid in full.

In addition to the Membership Fees, the Client understands and acknowledges that Eligible Individuals will be charged a fee at the time they request Medical Services in accordance with ImmediaCare policies and procedures. In addition, eligible employees will be able to add

Dependent Medical Services in accordance with ImmediaCare policies and procedures. The Client will be collecting these fees and Dependent Medical Service Membership Fees from its employees through payroll deduction. In order to guarantee that the client not be held liable for this amount, the client must notify ImmediaCare of any employee terminations by the 15th or the 28th of the month and no later than the same day the employment termination becomes effective or prior to effective date if client is aware of changes in advance. ImmediaCare will then bill the employee directly for any membership fees or visit fees.

ImmediaCare shall not submit a bill to or collect from any federal or state health care program, such as Medicare or Medicaid, or other third party payor for the Medical Services provided by ImmediaCare under this Agreement. The Client shall inform the Eligible Individuals that the membership fees associated with the Medical Services provided by ImmediaCare under this Agreement are not covered by any federal or state health care program, or by any other third party payor. Under IRS rulings the membership fee is not eligible for insurance reimbursement. However the visit fees and any additional charges for non-generic and other special medications, laboratory tests, and vaccines may or may not be allowable reimbursements. Individuals should check with their insurance providers, Medicare, Medicaid, or the IRS to verify.

8. **Termination:** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part:

a. by the non-breaching party in the event of a material breach of this Agreement; provided, however, that the non-breaching party shall provide written notice to the other describing such breach and, with the exception of violation of law or the loss of any required licensure, shall provide not less than ten business days during which such breach may be cured.

9. **Acknowledgement; Release:** The Client acknowledges and agrees that ImmediaCare does not provide emergency and critical care services and will provide only the limited, routine, non-emergency Medical Services and that are requested by Eligible Individuals and/or the Client. Nothing in this Agreement shall limit, prohibit or prevent an Eligible Individual from seeking or obtaining medical care or treatment from the Eligible Individual's attending physician, a specialist, a hospital or another health care provider. The Client hereby releases ImmediaCare, its owners, officers, managers, employees and agents from any and all liability, claims, causes of action, costs and expenses resulting from the failure of an Eligible Individual to seek or obtain timely medical care or treatment or its failure to provide any services beyond the Medical Services.

10. **General:**

a. **Amendment:** No amendment or modification of this Agreement, including any exhibit hereto, shall be valid unless made in writing and executed by the parties hereto.

b. **Waiver:** No waiver of any provision of this Agreement, or of any right, obligation, claim or cause of action arising hereunder, shall be valid or binding for any purpose, unless waived in writing by the party against whom the same is sought to be asserted.

c. **Governing Law:** This Agreement shall be construed in accordance with the internal laws of the State of Louisiana.

d. **Entire Agreement:** This Agreement, including the exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations, representations and agreements, whether orally or in writing.

e. **Severance:** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

Notice: All notices, requests, claims, demands, and other communications made hereunder shall be in writing and shall be delivered to the address below, or to such other address as any party may have furnished the other in writing. Any such notice may be hand delivered, be delivered by facsimile or sent by overnight courier, certified or registered mail or United States mail, postage prepaid. Notice shall be deemed received on the date of hand delivery or completed facsimile transmission, on the date of receipt of overnight delivery or certified or registered mail or three business days following deposit in the United States mail. Notices shall be sent as follows: If to Client: _____

and if to ImmediaCare: ImmediaCare LLC, 8658 Quarters Lake Rd., Baton Rouge, LA 70809, Attn: Warren L. Dazzo, Fax: (225) 922-9147.

f. **Survival:** Notwithstanding any provision of this Agreement to the contrary, the provisions of Sections 7 and 8 hereof shall survive the termination of this Agreement. Upon termination, the Client shall pay ImmediaCare all amounts owed by the Client under Section 8 immediately.

g. **No Agency:** This Agreement is not intended to be and shall not be deemed to constitute or create any agency relationship, general or limited liability partnership, association or joint venture between ImmediaCare and the Client.

THIS AGREEMENT has been executed in multiple counterparts, each of which shall be deemed an original, as of the dates set forth below, to be effective as provided above.

ImmediaCare LLC

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A
Census of Members
Attached

EXHIBIT B
Medical Services

The following shall constitute “Medical Services” to be provided to Eligible Individuals by a licensed Family Nurse Practitioner.

ImmediaCare will provide routine and preventive medical care, which may include counseling and prescription medications, for the following conditions. ImmediaCare may provide additional services at its discretion, and agrees to use reasonable efforts to provide notice of any requests for medical attention that falls outside the scope of the ImmediaCare services.

Routine Care

| | | | |
|--------------------|----------------|-------------------|------------------------------|
| Acne | Allergies | Athlete’s Foot | Bladder Infections |
| Bronchitis | Colds | Cold Sores | Coughs |
| Diarrhea | Ear Infections | Flu | Headaches |
| Head Lice | Insect Bites | Minor Burns | Minor Cuts and Lacerations |
| Nausea | Pink Eye | Poison Ivy | Ringworm |
| Sinus Infection | Sunburn | Sore/Strep Throat | Skin Conditions/Rashes |
| Urinary Infections | Vomiting | Wart Removal | Upper Respiratory Infections |

Others as requested by Eligible Individual and agreed to by ImmediaCare

Vaccinations*

| | |
|-----------------|---|
| Diphtheria | Childhood (i.e. Polio, MMR, Chicken Pox) |
| Tetanus | As may be required for overseas travel (i.e. Malaria, Yellow Fever) |
| Flu | Pneumonia |
| Hepatitis A & B | Others as requested by Eligible Individual and agreed to by ImmediaCare |

*Vaccines may not be immediately available and must be requested by Eligible Individual no later than 7 business days before requested appointment.

Routine Health Assessments

| | |
|--------------------------|---|
| Basic Health Assessments | Routine Physicals (i.e. school, work, sports) |
| Blood pressure readings | Cholesterol |

Laboratory Services

| | | | |
|-----------|-------------|-----------|-----------------------------|
| Allergy | Cholesterol | Hepatitis | Diabetes/Glucose/Hemoglobin |
| Pregnancy | Strep | Thyroid | Others |

These services shall be provided at a location specified by the Eligible Individual within the greater Baton Rouge area during the hours of 8 a.m. and 8 p.m. 365 days of the year (The Greater Baton Rouge Area includes the following parishes: Ascension, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, West Baton Rouge, and West Feliciana). ImmediaCare reserves the right, in its sole discretion, to limit the Medical Services in certain areas to certain times of the day. ImmediaCare shall make its best efforts, with no guaranty, to provide Medical Services within the same day of a request (or the following day if the request is made after 3pm) by an Eligible Individual through the ImmediaCare website or by telephone in accordance with ImmediaCare policies and procedures, and Client acknowledges that such response time is an estimate only and may be altered by circumstances outside the control of ImmediaCare.

[Additional and optional services on following page]

Exhibit B (continued)

Additional Services:

Optional Services:

Cholesterol and Hypertension Maintenance Program

ImmediaCare offers to Eligible Individuals (and enrolled dependants) a program which will endeavor to monitor and maintain appropriate levels of cholesterol and hypertension (high blood pressure). The program will require two visits each year and includes all labs work deemed necessary by ImmediaCare. The Eligible Individual may select this optional service on the ImmediaCare website, at costs in addition to the Membership Fees, as more fully set forth on Exhibit C,

Drug Screening

In addition, ImmediaCare agrees to conduct drug screening of prospective and existing employees as requested by the Client. Specimens for screening shall be collected on the Client's premises by appointment during the hours of 8:00 a.m. – 8:00 p.m., Monday through Friday, at the costs in addition to the Membership Fees, as more fully set forth in Exhibit C. The screen Immediacare uses is a multi-drug quick screen. This screening is used for informational purposes only. Further testing may be required for legal purposes.

**EXHIBIT C
Medications**

Generic prescription medication

| | | | |
|------------------------------------|-----------------|-------------------|---------------------------|
| Amoxicillin | Azithromycin | Acyclovir | Baclofen |
| Benzonatate | Bactrim DS | Cephalexin | Ciprofloxacin tablets |
| Doxycycline | Fluconazole | Loperamide | Ciprofloxacin eye drops |
| Meloxicam | Phenazopyridine | Prednisone | Ondansetron |
| Nystatin cream | Silvadene cream | Viscous Lidocaine | Hydrocortisone cream 2.5% |
| Others as available to ImmediaCare | | | |

Over-the counter medication

| | | | |
|------------------------------------|----------------|-----------|------------|
| Acetaminophen | Guaifenesin DM | Ibuprofen | Loratadine |
| Omeprazole | | | |
| Others as available to ImmediaCare | | | |

Injectable medication

| | | | |
|------------------------------------|----------------|---------------|-------------|
| Ceftriaxone | Cyanocobalamin | Dexamethasone | Epinephrine |
| Phenergan | | | |
| Others as available to ImmediaCare | | | |

EXHIBIT D
Fees

In accordance with section 8 of this Agreement, the Client shall pay to ImmediaCare the following fees at the time and in the manner described herein:

| Service | Fee |
|--|---|
| Medical Services (as set forth on Exhibit A) | \$ 25 per Eligible Individual per month |
| Visit Fees – Collected from employee | \$35 per visit |
| Dependent Medical Services – collected from employee | \$ 25 per Eligible Individual per month |
| Lab Fees – collected from employee | Varies depending on employee requests |
| Drug Screens (upon request) | \$25 per screen |

In addition to the amounts set forth above, which are payable by the Client, the Client understands and acknowledges that Eligible Individuals will be required to pay ImmediaCare a fee of \$35 each time they request Medical Services in accordance with ImmediaCare policies and procedures. (Additional charges may apply for non-generic and other special medications, laboratory tests, and vaccines.) These fees shall be paid by the client no later than the 15th of the month after collecting them from the employees. Notifications of additions or deletions must be received no later than the effective date of termination so that the client is not held liable for any fees accrued after termination.

For purposes of this Agreement, dependent shall mean a spouse, dependent child up to age 18 (or 22 if full or part time student) or parent of an Eligible Individual if residing in the household of the Eligible Individual. ImmediaCare provides services for individuals 18 months of age and older.

In addition to the amounts set forth above, the Optional Cholesterol and Hypertension Maintenance Program shall be available for \$60 per year payable in two \$30 payments due at the time of enrollment and at each 6 month anniversary. This fee is an optional fee paid by the eligible individual.

In addition to the amounts set forth above, the optional drug screens will be available to the company at a cost of \$25 per screen. This fee is an optional fee paid by the client or eligible individual.