

American Care, Inc.

11255 SW 211 Street
Miami, Florida 33189-2240
Member Services: 1.888.777.2555



Discount Medical Plan Organization INDIVIDUAL SERVICE AGREEMENT

INTRODUCTION AND WELCOME

American Care, Inc. welcomes you as a member of our Discount Medical Plan Organization (DMPO) licensed under the Florida Statutes 636 Part II, and invites you to participate in our Premier Plan program. As a DMPO, American Care, Inc. has contracted with medical services providers primarily through the American Care Medical Centers, at multiple sites throughout the state, to provide the services described herein at a discount. Membership in the Premier Plan program provides access for Plan members to these providers at the discounted rates.

To access American Care, Inc. providers at the discount rates, members must present his or her American Care, Inc. Identification Card for the Premier Plan program at the time services are received.

Along with this Agreement, is a Provider Directory to locate the providers of services by location and business hours. Provider listings may change, and members can access the Member Services Department by calling 1-888-777-2555, and the American Care, Inc. Premier Plan program web address at: www.premierplans.org.

Please read this Agreement completely and carefully to understand the discounts available to you.

"THIS PLAN IS NOT A HEALTH INSURANCE POLICY. THIS PLAN PROVIDES DISCOUNTS AT HEALTH CARE PROVIDERS FOR CERTAIN MEDICAL SERVICES. THIS PLAN DOES NOT MAKE PAYMENTS DIRECTLY TO THE PROVIDERS OF MEDICAL SERVICES. PLAN MEMBERS ARE OBLIGATED TO PAY FOR ALL HEALTH CARE SERVICES BUT WILL RECEIVE A DISCOUNT FROM THOSE HEALTH CARE PROVIDERS WHO HAVE CONTRACTED WITH AMERICAN CARE, INC."

THIS AGREEMENT sets forth the discounted health services provided by American Care, Inc., through the Premier Plan program, (hereinafter referred to as the "Plan") to the extent herein defined and limited. In consideration of the Application made by _____ (hereinafter referred to as the "Member"), a copy of which is attached hereto and made a part of this Agreement, and in consideration of payment by the Individual of the appropriate charges, American Care, Inc. hereby agrees to provide access to the services described herein commencing on the effective date shown hereon.

IN WITNESS WHEREOF, the Plan has caused this Agreement to be executed this _____ day of _____, 20____.

AMERICAN CARE, INC.

Jose E. Garcia, Jr., MD
President and Chief Executive Officer

Effective Date: _____

SECTION I

DEFINITIONS

AGREEMENT means the discounted health services Agreement between the Individual Subscriber and the Plan.

DISCOUNTED COVERED SERVICES means those services and supplies described in Section V and VI, which are not otherwise excluded or limited by this Agreement. In order to be a Discounted Covered Service, the service must be rendered by a Plan Provider in accordance with the procedures described herein.

DISCOUNT MEDICAL PLAN means a business arrangement or contract in which a person, in exchange for fees, dues, charges, or other consideration, provides access for Plan members to providers of medical services and the right to receive medical services from those providers at a discount.

DISCOUNT MEDICAL PLAN ORGANIZATION (DMPO) means an entity, American Care, Inc., which, in exchange for fees, dues, charges, or other consideration, provides access for Plan members to Plan Providers of medical services at a discounted rate under the Premier Plan program.

ELIGIBLE DEPENDENT means the subscribers:

- a. spouse by legal marriage;
- b. child of the Subscriber including natural children, legally adopted children, foster children, step-children, or any child who lives with You in a normal parent-child relationship;
- c. unmarried child under age 30;
- d. unmarried child under age 30, or older until child reaches age 30, who:
 1. is dependent upon the Subscriber for support; **and**
 2. resides in the Subscriber's household **or** is a full-time or part-time student, enrolled in and attending on a full-time or part-time basis a recognized course of study or training in a public or private secondary school, accredited college or university, or licensed trade school, and provides a Registrar's letter of full-time or part-time status confirmation as evidence thereof, upon the Plan's request.

Eligible Dependents do **not** include any spouse or child:

- a. whose legal residence is outside of the Service Area;
- b. who spends more than 90 consecutive days in any year outside the United States, whether for work or pleasure,
- c. who is in the armed forces of any country; or
- d. who is not a dependent of the subscriber.

ENROLLED DEPENDENT means a Dependent who has met the requirements and is properly enrolled for discounts under this Agreement.

ENROLLMENT APPLICATION means the completed forms signed by the Subscriber ("member") providing required information to the Plan, and listing all applicable dependents for submission as covered persons to the discount plan.

INDIVIDUAL EFFECTIVE DATE means the date from which a covered person is entitled to receive services from the Plan.

MEDICAL SERVICES for the DMPO means any care, service, or treatment of illness or dysfunction of, or injury to, the human body, including but not limited to, physician care and the care provided for through the discounted services.

MEMBER OR COVERED PERSON means any person who pays fees, dues, charges, or other consideration for the right to receive the purported benefits of a discount medical plan.

MEMBER IDENTIFICATION CARD means the document of identification issued by the Plan.

PHYSICIAN is an individual who is duly licensed to provide medical services by the State(s) in which he or she practicing.

PLAN means American Care, Inc. for the Premier Plan Program.

PLAN PHYSICIAN OFFICES means the offices and clinical facilities operated by or for Plan Physicians to provide services to members under this Agreement.

PREMIER PLAN is the program offered by American Care, Inc. under the DMPO license.

PRIMARY CARE PHYSICIAN means designated Plan Physicians, from which the member may choose to be responsible for providing, prescribing, authorizing, and coordinating their medical care.

PROVIDER means American Care, Inc. Medical Centers and other specified providers of health care goods and services who have agreed in writing with the Plan to render medical services to members at a discounted rate.

PROVIDER NETWORK means any entity which negotiates on behalf of more than one provider with a discount medical Plan to provide medical services to members.

SERVICE AREA means counties in Florida in which American Care has been authorized by the Office of Insurance Regulation to operate.

SUBSCRIBER means the Eligible Individual ("member") or Covered Person enrolled in the American Care, Inc. discounted plan and participating in the Premier Plan program.

SECTION II

APPLICATION AND EFFECTIVE DATE

1. **Application.** You may apply for membership by completing the application in full, signing the application, paying the required charges and arranging for monthly payments, and indicating if Dependents are included with the application. You may call the Member Services number on this document for additional information about your application.

a. Member: You as the Person identified as primary member. Your information is required. It means any person who pays fees, dues, charges or other consideration for the right to receive the identified discounted services of American Care, Inc.

b. Spouse: Your lawful Spouse.

c. Children: A child of the Member including natural children, legally adopted children, foster children, step-children, or any child who lives with You in a normal parent-child relationship.

2. **Subscribers and Dependents Enrollment.** Eligible Subscribers and Dependents must complete be identified on the Enrollment Form. Eligible Adult Subscribers must sign and date the form.

3. **Effective Date.** This Agreement shall become binding upon the parties hereto on the date of its execution and shall become effective as a subscriber ("member") Services Agreement on the effective date indicated on page two of this Agreement; subject, however to the conditions precedent listed thereon. The Plan may change the monthly Charges hereunder whenever the terms of the Agreement are changed by endorsement or as of the Agreement renewal date upon giving reasonable prior notice to the member and upon approval by the Florida Office of Insurance Regulation.

4. **Fees and Charges.** American Care, Inc. charges thirty dollars (\$30.00) for an initial one-time processing fee. The Plan charges for monthly membership as below. These charges and fees are defined and explained in the application for member review and understanding.

a. Member (Individual). The monthly individual charge is thirty-five dollars (\$35.00) per month, due the first (1st) day of each month.

b. Family Member(s). The monthly family charge one hundred dollars (\$100.00) per month, due the first (1st) day of each month. Family monthly charges cover two adult parents and two children, or one adult parent and three children, or other combination thereof under a family plan for up to four persons maximum.

c. Additional or individual children. The monthly charge for additional children, or individual children, is twenty dollars (\$25.00) per month.

5. **Plan Renewal.** American Care, Inc. will renew automatically, if all appropriate initial and periodic charges and fees have been paid by the member.

SECTION III

CANCELLATION AND TERMINATION OF AGREEMENT

1) Plan Cancellation by a Member. A member may cancel his or her membership in American Care, Inc. for the Premier Plan program within the first thirty (30) calendar days after the effective date of enrollment in the plan. The member must contact the Plan via writing and/or by sending or faxing a Member Status Request Form. This form may be requested from the Member Services Department. The member shall receive a pro-rata reimbursement of all periodic charges upon return of the discount card to the Plan; and any portion of the one-time processing fee that exceeds thirty-dollars (\$30.00) per year.

2) Cancellation of Agreement by American Care, Inc. If the Plan cancels a membership for any reason other than nonpayment of fees and charges by the member, the Plan shall make a pro rata reimbursement of all periodic charges to the member; and any portion of the one-time processing fee that exceeds thirty-dollars (\$30.00) per year.

3) Termination of Agreement by a Member. The Member may terminate the Plan at any time by contacting the Plan via writing and/or providing a Member Status Change Request Form. This form may be requested from the Member Services Department. The termination status will be effective on the first calendar day of the month following the last received payment for monthly charges.

4) Termination of Agreement by Premier Plan Other Than Non-Payment of Charges. The Plan may, at its discretion and at any time, terminate this Discount Medical Plan Organization, and will, as such, notify all current members in writing of such termination to upon approval by the Florida Office of Insurance Regulation. In the event that the Plan terminates an individual membership for any reason other than nonpayment of fees and charges by the member, the Plan shall provide the termination in writing to the subscribed member with a thirty (30) calendar days notice. Pro rata reimbursement of all periodic charges past the termination date shall be reimbursed to the member.

5) Termination of Agreement by Premier Plan for Non-Payment of Charges. The Plan may terminate this agreement for non-payment of charges and fees effective the first (1st) day of the month that the charges and fees were not paid.

6) Re-Enrollment After Termination. A member and/or dependent(s) who is terminated by such may request re-enrollment after thirty (30) days of non-participation. The Plan retains the right to reinstate members and or family members or to deny reinstatement.

7) Effect of Termination. In the event of termination of this Agreement, all the member's discounted services shall be terminated as of the effective date of termination. This Agreement shall have no force or effect as of the date of termination.

SECTION IV

ACTIVATING AND USING YOUR PREMIER PLAN DISCOUNT MEMBERSHIP

1. Identification and Membership Card. In accordance with the American Care, Inc. licensure requirements under F.S. 636 Part II., you are entitled to a discount off of the discounted services defined in this section. Your Plan Identification Card displays your eligibility to access the discounts and the Fee Schedules, scope of your applicable discounted fees included with this agreement.

2. Present Your Identification Membership Card. To provide you with discounted services, you must present a current membership Identification Card to the provider you are seeking services from under the Provider Network listing.

3. Provider Discounted Fees. Members are required to pay the provider the identified fees for the services that are rendered. Members may choose a variety of methods to pay for such fees, based upon acceptable fee payments to the provider. The Discounted Fee Rates are included with this agreement.

4. Provider, Provider Network, Provider Directory. Members may choose the providers from the Plan Provider Network or Directory (a listing of the Plan Providers). Members should call and make an appointment with the provider for the services that they desire, and follow usual and customary procedures for attending those appointments.

a. A "Provider" is any person or institution, which is contracted, directly or indirectly, with the Plan to provide medical services to its members.

b. The "Provider Network" is a group of the Plan providers that have agreed to provide medical services to the Plan members. The Plan may make changes to the Provider Network without prior notice, and will provide those changes via periodic updates posted on the Plan, Provider Directory, and web site.

c. The "Provider Directory" is a document that lists the Provider Network of the Plan. It is distributed to members at the time of enrollment. It is also available on the American Care, Inc. web site at: www.premierplans.org, or through a request to Member Services by calling or in writing.

5. Member Dissatisfaction and Member Complaints. The Plan will work to resolve your issues and complaints. We direct you to discuss with your professional and independent discount provider if you have any problems with their billing, services, products, and/or record keeping practices; keeping in mind that they are solely responsible and liable for the services provided. If you do not receive a satisfactory or acceptable resolution with the provider, please advise the Plan.

a. If your complaint is regarding the Plan, services, availability of discounted services or products, provider's obligations, or any other dissatisfaction, we encourage you to contact our Member Services Department. You must notify us of your complaint within twelve (12) calendar months (or 365 calendar days) of your concern or issue.

b. If you call us with a complaint, or informal grievance, we will investigate and respond to your issue within thirty (30) calendar days of receipt.

c. If you write to us with your complaint, or formal grievance, we will investigate and respond to it within sixty (60) calendar days.

d. You also have the right to submit a complaint to the Florida Department of Financial Services, Division of consumer Services, 200 E. Gaines Street, Room 124, Larson Building, Tallahassee, Florida, 32399; or, call them at 1-800-342-2762.

6. Member Services. Our Member Services Department can assist you with many questions, concerns, or issues you may have. Please contact them via phone, web; or, write to us at the telephone numbers and address provided on this document, on the web site, and in your application form.

SECTION V

DISCOUNTED SERVICES FEES

The following FEES AND PAYMENTS to the provider will apply at the time services are to be rendered. These fees are subject to change by providing the required notice.

OFFICE VISITS

Primary Care Office Visits	\$15.00 per visit
Physician Visits/Pediatrician Visits	\$15.00 per visit
Annual Physical Examination*	\$75.00 annual visit

[*Includes one electrocardiogram, one complete blood cell count (CBC), one comprehensive chemistry panel (kidney function, liver function, glucose/sugar), one cholesterol level, and one urinalysis.]

Transportation to the network Medical Center	\$7.00 per visit
Physical Therapy office based	\$15.00 per treatment

LABORATORY TESTING

HEMATOLOGY

Coagulation Studies	\$10.00
PT	\$10.00
PTT	\$10.00
INR	
Complete Blood Count	\$10.00
White blood cell count	
Red blood cell count	
Platelet count	
MCV	

Hemoglobin	\$10.00
Hematocrit	\$10.00

CHEMISTRY

Basic Metabolic Panel	\$10.00
Comprehensive Metabolic Panel	\$20.00

Electrolyte Panel	\$10.00
Lipid Panel	\$10.00
Liver Function Panel (AST, ALT, ALK Phos)	\$10.00
ABO Group and RH Type	\$10.00
Albumin (Alb)	\$10.00
Alkaline Phosphates (Ap)	\$10.00
ALT (SGPT)	\$10.00
Amylase	\$10.00
ANA w/Reflex titer	\$10.00
Antibody SCR, RBC w/Reflex ID	\$10.00
AST (SGOT)	\$10.00
Bilirubin, Direct (Dbili)	\$10.00
Bilirubin, Total (Tbili)	\$10.00
C-Reactive Protein	\$10.00
CA 125	\$10.00
Calcium (Ca)	\$10.00
Carbon Dioxide (CO2)	\$10.00
Cardio CRP	\$10.00
CEA	\$10.00
Chloride (Cl)	\$10.00
Cholesterol, Total (Tchol)	\$10.00
Creatinine (Cr) w/e GFR	\$10.00
Dioxin	\$10.00
Direct LDL	\$10.00
Ferritin	\$10.00
Folic Acid	\$10.00
FSH	\$10.00
GGT	\$10.00
Glucose, Gest. Scr.	\$10.00
Glucose, Plasma	\$10.00
Glucose, Serum (Glucose)	\$10.00
HCG, Serum, Qual (Pregnancy test)	\$10.00
HCG, Serum, Quant	\$20.00
HDL	\$10.00
Hemoglobin A1C	\$10.00
Hepatitis A AB, IGM	\$10.00
Hepatitis B Core AB, IGM	\$20.00
Hepatitis B Surface AB Qual	\$10.00
Hepatitis B Surface AG w/Reflex Confirm	\$20.00
Hepatitis C Virus AB	\$10.00
HIV-1 / HIV-2 SCR w/Reflexes	\$10.00
Iron (TOT), IBC % SAT	\$10.00
Iron, Total	\$10.00
LDH	\$10.00
Lead (B)	\$10.00
LH	\$10.00
Lithium	\$10.00
Magnesium	\$10.00
Microalbumin, Random Urine w / creat	\$10.00
Microalbumin, 24 hour urine, w/o creat	\$10.00
Occult Blood in Feces – GUAIAc	\$10.00
NICR SCR	\$10.00
Phenytoin	\$10.00
Phosphorus	\$10.00
Potassium (K)	\$10.00
Progesterone	\$10.00
Prolactin	\$10.00
Protein, Total (TP)	\$10.00
PSA, Total	\$10.00
Rheumatoid Factor	\$10.00
RPR (Monitoring) w/Reflex Titer	\$10.00
RPR (DX) w/Reflex Confirm FTA	\$10.00
Rubella IGG AB	\$10.00
SED Rate by MOD West	\$10.00
Sodium (Na)	\$10.00

Testosterone, Total	\$10.00
Triglycerides (Trig)	\$10.00
TSH	\$10.00
TSH w/Reflex T-4, Free	\$20.00
T-3, Total	\$10.00
T-3 Uptake	\$10.00
T-4 (Thyroxin), Total	\$10.00
T-4 (Thyroxin), Free	\$10.00
UA (Urine Analysis), Dipstick Only	\$10.00
UA, Dipstick w/Reflex to Microscopic	\$20.00
UA, Complete (Dipstick & Microscopic)	\$20.00
UA, Complete, Reflex to Culture	\$20.00
UREA Nitrogen (BUN)	\$10.00
URIC Acid	\$10.00
Valproic Acid	\$10.00
Vitamin B12 / Folic Acid	\$10.00
Vitamin B12	\$10.00

MICROBIOLOGY

Culture, Routine	\$10.00
Culture Throat	\$10.00
Culture Urine	\$10.00
Culture Stool	\$10.00
Culture Tissue	\$10.00
Culture Genital	\$10.00
Pap Smear Test	\$20.00

(Other laboratory tests may be available at rates not discounted, check with your provider)

MINOR SURGERY / PROCEDURES

Office based minor surgical procedures	\$140.00
Burn local treatment	\$30.00
Debridement of nail	\$30.00
Debridement of skin	\$30.00
Ear irrigation	\$30.00
Excision of skin lesion	\$95.00
Incision & drainage of abscess	\$95.00
Skin tag removal	\$95.00
Splinting- finger	\$30.00
Laceration (simple repair)	\$95.00
Cryosurgery	\$95.00
Arthrocentesis	\$95.00

PULMONARY TESTING AND TREATMENTS

Spirometry	\$40.00
Aerosol Treatments	\$18.00 each

RADIOLOGY SERVICES

Plain X-Rays (2 views)	\$30.00 per area
Skull	
Face	
Cervical	
Chest	
Abdomen	
Pelvis	
Extremities	
Diagnostic Ultrasounds (U/S)	
U/S Aorta, Kidneys or Pancreas	\$95.00
U/S Breasts	\$95.00
U/S Gall bladder and Liver	\$95.00
U/S Kidneys	\$95.00
U/S Pelvis	\$95.00

U/S Scrotum and testicles	\$95.00
U/S Soft tissue	\$95.00
U/S Thyroid	\$95.00

CARDIOVASCULAR TESTING

Electrocardiogram	\$25.00
24 Hour Holter Monitor	\$95.00 per procedure
Echocardiogram with Doppler	\$195.00 per procedure
Carotid Arterial Imaging / Doppler	\$195.00 per procedure
Extremities Vascular Imaging	\$195.00 per procedure

OFFICE BASED INJECTIONS

Depo-Provera	\$45.00
DTAP vaccine	\$45.00
DT vaccine	\$45.00
Hepatitis B Vaccine pediatric	\$45.00
Hepatitis B Vaccine adolescent	\$45.00
Hepatitis B Vaccine adult	\$45.00
Influenza vaccine	\$25.00
HIB vaccine	\$45.00
IPV vaccine	\$45.00
Pneumovax (Pneumococcal pneumonia vaccine)	\$45.00
PPD/tine (Tuberculosis screen)	\$20.00
Rubella vaccine	\$45.00
TD (Tetanus vaccine)	\$45.00
Toradol injections (analgesic)	\$30.00
Solumedrol injections (corticosteroid)	\$30.00
Rocephin injection (antibiotic)	\$30.00

VISION / HEARING

Vision screening	\$30.00
Hearing screening	\$30.00

SECTION VI

PRESCRIPTION DRUGS

Medication Dispensing Services / Prescriptions (as listed in American Care dispensing formulary)	\$5.00 per medication
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Medications to take at home may be obtained from American Care medical centers. Only drugs listed in the dispensing formulary are discounted to the above rate. If a medication or drug formulation is required because of a specific illness and is not listed in the drug formulary such medications or drug formulations are the full financial responsibility of the plan member.

The plan at its discretion will assist the member in obtaining medications not in the drug formulary from wholesalers. Medications and drug formulations obtained for the member but not included in the formulary are the full financial responsibility of the plan member plus a \$5.00 processing fee when arranged through any American Care medical centers. When ordering medications not on the formulary a minimum 90-day supply is required.

SECTION VII

GENERAL PROVISIONS

- 1. Physician Office Visits.** If you require health care services, you should make an appointment with the Premier Plan physician. Present your Plan Member Identification Card and proper identification at the time of the appointment to receive your applicable discount for the Office Visit. An Office Visit includes a consultation and/or examination for a medical condition or medical care. Laboratory or diagnostic services performed during an Office Visit are subject to a separate fee as described in the Diagnostic Fee Schedule.
- 2. Choosing NOT to accept discounted services.** You are not required to receive discounted services and may elect procedures, examinations, testing, medications, consultations, or other services at your own financial responsibility (expense).
- 3. Non-Contracted.** Discounts set forth in the Discount Medical Plan Organization are not available when services are received from providers who have **not contracted** with Premier Plan to participate as a Premier Plan network provider.
- 4. No Payments to Providers or Members.** The Plan only allows access to discounts for certain medical services listed on the Fee Schedules rendered by the Plan providers. Please be aware that the Plan **does not** make payments directly to providers, **nor** reimburse members for any services received.
- 5. Prior Services Not Applicable.** Discounts available under the Plan do not apply to treatments and services received prior to the Member's effective date or after termination or cancellation of the Plan.
- 6. Liability Provisions.** The Plan shall not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Member in connection with the furnishing of, or failure to furnish services by a Plan provider.