

## MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between Premier Pediatric Concierge Care, PC (“Premier”) and the undersigned parent (“Parent”), on behalf of her/his child (such child is a “Member”), and sets forth the terms and conditions under which the Member may participate in the Premier Program (the “Program”).

1. **Premier Program.** By payment of the annual membership fee, the Parent/Member can access the following services available through the Program (the “Services”) to be provided by Dr. Nicole V. Lang or, in her absence\*, another Premier Provider:

- Direct access to Physician (or a Premier Provider) 24hrs/7 days a week
- Same day (or next business day) appointments for your enrolled child
- Longer and unhurried office visits
- Ability to schedule visits during extended hours, and on Saturdays once a month
- Access to Private Waiting Room/Meditation-Relaxation Room
- Access to Lactation Consultants in the Office
- Personalized assistance with scheduling specialist appointments
- Courtesy visits, if admitted to Children’s, GWU or Sibley Hospitals
- A Comprehensive Wellness Plan for your enrolled children
- A complimentary nutrition and wellness consultation from a certified life coach
- Invitations to Health Education Workshops/Mindfulness Retreats, and e-newsletters
- Waivers of fees for medical forms and after-hour calls
- Two free one (1) hour parking passes per family, per year.

\* During certain times, you understand that Dr. Lang may not be available due to, among other things, professional reasons (seeing patients/attending conferences), scheduled vacation, health reasons, family commitments or other unforeseen reasons. During those times, Dr. Lang will arrange for a back-up to perform Services, in her absence, which may include another physician, nurse practitioner or pediatric RN (each a “Premier Provider”).

2. **Membership Fees.** The Parent shall pay, on behalf of the Member(s), an annual membership fee (“Fee”) to Premier as specified below based upon the number of children enrolled and the selected payment plan:

<b>Number of Children Enrolled</b>	<b>One-time Annual Payment Plan</b>	<b>Semi-Annual Payment Plan</b>	<b>Quarterly Payment Plan</b>
<b>One Child</b>	\$2,000	\$1,100	\$575
<b>Two Children</b>	\$3,500 (\$1,750 per child)	\$1,925	\$1,005
<b>Three Children</b>	\$4,500 (\$1,500 per child)	\$2,475	\$1,295
<b>Four Children (or more) in your immediate family</b>	No additional charge for any children after the third one.	No additional charge for any children after the third one.	No additional charge for any children after the third one.

The Fee covers a period of one (1) year starting on the Effective Date (as defined below). Premier will notify you of the renewal fee prior to the anniversary of the Effective Date only if the renewal fee will be different from the then current Fee. Unless either party notifies the other party at least thirty (30) days prior to the expiration of the applicable term of the non-renewal of this Agreement (or unless this Agreement is

earlier terminated as set forth in Section 3 below), this Agreement shall automatically renew for successive one-year periods via the credit card information you have provided to Premier. The terms of this Agreement shall also apply to any renewal periods.

3. **Annual Commitment.** You understand that by enrolling in the Program you are making a commitment for one (1) year irrespective of whether you have chosen to pay the Fee pursuant to a semi-annual or quarterly payment plan. Therefore, you agree that you are responsible for the payment of the full annual Fee, and that the Fee paid by you (or any portions thereof) are non-refundable. Premier reserves the right to cancel this Agreement, at any time, and return back to you a pro-rated refund of your pre-paid Fee.
4. **Application of Fee.** The Fee covers only the defined Services described in Section 1. The defined Services are not covered (in whole or in part) by private health insurance or third party payment program providing health related benefits (including Medicare or any other government payor) (collectively, "Payors"). You acknowledge and agree that the Fee does not constitute payment (in whole or in part) for any medical, clinical, diagnostic, or therapeutic services or for any items that are covered (in whole or in part) by any Payors providing benefits to the Member. You agree that the Services and the Fee are not covered or reimbursable by any Payors. Neither you, a Member, Premier, Washington Pediatric Associates, PC ("WPA"), nor any of their respective agents or employees will seek reimbursement or payment from any Payors for the Services (or portion of the Fee).
5. **Membership Responsibilities.** You acknowledge that Premier does not provide medical, clinical, diagnostic or therapeutic services but instead contracts with your Physician to do so. You and your insurance company will be responsible for paying any medical, clinical, diagnostic, or therapeutic services or items provided to you by WPA. The Program is not intended as a replacement of any health insurance or similar benefits program maintained by any Payor, and does not affect any applicable co-payments, co-insurance or deductibles thereunder (which you must continue to pay under the terms of such insurance or program). This Agreement is a service contract, and not a contract of insurance.
6. **Notices.** Any communication to be sent under this Agreement shall be in writing sent (i) if to you, via email or by certified mail (return receipt requested) to either the email address or physical address you noted in the Enrollment Form provided to Premier, or (ii) if to Premier, by certified mail (return receipt requested) to 1145 19<sup>th</sup> Street, NW, Suite 708, Washington, DC 20036. Any change in address shall be communicated in accordance with this Section.
7. **Assignment.** You may not assign this Agreement, or any of the rights and benefits provided in this Agreement, without our prior written consent.
8. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein.
9. **Modifications.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by both parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
10. **Governing Law.** This Agreement, and its interpretation, construction, validity and enforceability thereof, shall be construed and enforced in accordance with and governed by the laws of the District of Columbia.
11. **Effective Date.** This Agreement shall be effective on the date signed by a Premier representative below; provided that (i) all payments of Fees has been received by Premier in accordance with the selected payment plans; and (ii) Premier has elected to release any Fees placed in escrow to itself for purposes of

launching the Program (the date upon which all of these shall have occurred, is the "Effective Date"). Premier is not obligated to accept this Agreement or payment, and may, in its sole discretion, elect not to do so based on limitations on the number of members and other restrictions.

IN WITNESS WHEREOF, the parties hereto have executed this Membership Agreement as of the date set forth above.

MEMBER:

By: \_\_\_\_\_  
Name:

PREMIER PEDIATRIC CONCIERGE CARE, PC

By: \_\_\_\_\_  
Name: Nicole V. Lang, MD  
Title: President & CEO

# Premier Pediatric Concierge Care, PC

## ESCROW AND RESERVATION AGREEMENT

THIS ESCROW AND RESERVATION AGREEMENT ("Agreement"), is made this \_\_\_ day of \_\_\_\_\_ 2016, by and between undersigned parent ("Parent"), on behalf of her/his child ("Member"), and Premier Pediatric Concierge Care, PC, a District of Columbia professional corporation (the "Company"). Reference is made to the Membership Agreement, entered into by the Parent and the Company (the "Membership Agreement"). Any capitalized terms used in this Agreement that are not defined shall have the meanings given to them in the Membership Agreement.

1. The Company, primarily through Nicole V. Lang, M.D. ("Dr. Lang"), will commence its services on July 1, 2016 or such later date, as determined by the Company (the "Commencement Date").
2. The Annual Membership Fee (the "Fee") must be submitted in order to reserve a space in the practice. However, if the Parent elects to pay the Fee in more than one (1) installment, the initial payment noted in Section 2 of the Membership Agreement will serve as a deposit to reserve a space in the practice.
3. At the Company's election, any deposits received prior to the Commencement Date may be retained in a separate non-interest bearing escrow account, with the Company (or its counsel) serving solely as an escrow until the Commencement Date. Such deposit, if escrowed, will remain until the Commencement Date, at which time the funds will be distributed to the Company. In the event that the Company decides not to launch the Practice, it will return in full all deposits received.
4. This Agreement shall terminate immediately after all escrow funds are distributed as provided in this Agreement or such earlier or later date as shall be specified in writing by all parties thereto.
5. It is understood and agreed that the submission by the Parent and acceptance of such payment will in no way impact services by Dr. Lang in her practice or entitle the Parent/Member to any priority on entitlements prior to the Commencement Date.
6. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties have hereto duly executed this Agreement as of the day and year first above written.

PARENT

By: \_\_\_\_\_  
Name:

PREMIER PEDIATRIC CONCIERGE CARE, PC

BY: \_\_\_\_\_  
Name: Dr. Nicole V. Lang  
Title: President & CEO

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**Premier Pediatric Concierge Care**

1145 19<sup>th</sup> Street NW Suite 708  
Washington, DC 20036  
Phone: 202.955.5625

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**Enrollment Form**

I. Enrollment.

Pursuant to my signed Membership Agreement with Premier Pediatric Concierge Care PC (“Premier Care”), I enroll the following children in the Premier Care Program:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

II. Parent Contact Information

Please provide contact information for all Parents/Guardians for the enrolled children:

1<sup>st</sup> Parent/Guardian

Name (Print): \_\_\_\_\_

E-mail: \_\_\_\_\_

Home Address: \_\_\_\_\_

State: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Home Number: \_\_\_\_\_

Work Number: \_\_\_\_\_

2nd Parent/ Guardian:

Name (Print): \_\_\_\_\_

E-mail: \_\_\_\_\_

Home Address: \_\_\_\_\_

State: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Home Number: \_\_\_\_\_

Work Number: \_\_\_\_\_

III. Selected Payment Plan

I am agreeing to pay the associated Premier Care annual membership fee under the following Payment Plan checked below:

Number of Children Enrolled	One-time Annual Payment Plan	Semi-Annual Payment Plan	Quarterly Payment Plan
<b>One Child</b>	____ (X) \$2,000	____ (X) \$1,100	____ (X) \$575
<b>Two Children</b>	____ (X) \$3,500 (\$1,750 per child)	____ (X) \$1,925	____ (X) \$1,005
<b>Three Children</b>	____ (X) \$4,500 (\$1,500 per child)	____ (X) \$2,475	____ (X) \$1,295
<b>Four Children (or more) in your immediate family</b>	____ (X) \$4,500 No additional charge for any children after the third one.	____ (X) \$2,475 No additional charge for any children after the third one.	____ (X) \$1,295 No additional charge for any children after the third one.

IV. Credit Card Authorization

In order to facilitate your registration and billing, we ask that all of our patients provide us with a credit card number and their authorization for us to charge for Premier Care annual membership fees. If you are enrolling your child (or children) under the One-Time Annual Payment Plan, we will bill your credit card for the full membership fee set forth above. If you are enrolling your child (or children) under the Semi-Annual Payment Plan, we will bill your credit card for the first semi-annual payment (as set forth above), and the second semi-annual payment **automatically** 6 months later. If you are enrolling your child (or children) under the Quarterly Payment Plan, we will bill your credit card for the first quarterly payment (as set forth above), and thereafter additional quarterly payments **automatically** every 3 months.

I authorize *Premier Pediatric Concierge Care* to maintain this Signature on File for the Credit Card listed below. In addition, I authorize Premier Care to automatically deduct the membership fee(s), or installment payments based upon the payment plan that I have selected above, and yearly renewals from the Credit Card listed below without further authorization.

Responsible Party Name: \_\_\_\_\_

Billing Address of Credit Card: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Credit Card Type (please circle): VISA    MASTERCARD    AMERICAN EXPRESS

Card # \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Security Code: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cardholder's Name: (Print) \_\_\_\_\_

Staff Initials: \_\_\_\_\_ Patient Account #: \_\_\_\_\_

Alternatively, I have also enclosed a check # \_\_\_\_\_ for my initial payment only, made payable to Premier Pediatric Concierge Care, P.C., and agree that the above credit card information will be used for future installment payments based upon the payment plan that I have selected above, and yearly renewals.

Parent's Signature:

By: \_\_\_\_\_

Name:

Date: \_\_\_\_\_, 2016