

MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement") is made as of the _____ day of _____, 20____ (the "**Effective Date**") between the undersigned **MEMBERS**, as defined below, and **FLORIDA PEDIATRIC CARE, LLC** ("**Company**").

1. Company Amenities, Professional Services and Limitations on Membership.

a. In consideration of payment of the Membership Fee (as defined below) to Company, Company agrees: (i) to provide the named child(ren) and the adult parent(s) of the named child(ren) as set forth on Exhibit A attached hereto and made a part of this Agreement (each referred to as a "**Member**" and collectively as "**Members**"), with the amenities listed on Schedule 1 ("**Company Amenities**"), attached hereto and made a part hereof and (ii) to contract with ELIAS MILGRAM M.D., LLC (the "**Practice**") to arrange for the Practice's Practitioner(s) (as defined below) to provide the professional services listed on Schedule 2 attached hereto and made a part hereof (the "**Medical Services**") to the child Members. Members acknowledge that the Practice provides Medical Services only to children and, notwithstanding anything to the contrary in this Agreement, Member will not seek Medical Services for any adult or any non-Member from the Practice. Members acknowledge that certain of the Company Amenities provided to a Member at Member's request may carry additional charges, as described on Schedule 2 ("**Additional Amenity Fees**") and Members agree to pay such Additional Amenity Fees promptly upon invoicing.

b. Members acknowledge and agree that the Company Amenities are services that are NOT covered by Members' insurance, including but not limited to Medicaid or Medicare, and that the Membership Fee also is not reimbursable by Member's insurer, including Medicare or Medicaid or other health plan. Members agree to bear the financial responsibility for the Membership Fee and any applicable Additional Amenity Fees and NOT to submit to Member's insurer, including Medicaid, Medicare or other health plan, any bill, invoice or claim for payment or reimbursement of such Membership Fee or Additional Amenity Fees. Member further understands that Company does not provide any medical, clinical, diagnostic or therapeutic services ("**Medical Services**"). If a Company Amenity involves a service that can only be performed by a licensed practitioner, that service will be provided by a licensed practitioner who is an employee or independent contractor of the Practice ("**Practitioner**"). The Practice will separately charge the Member(s) for Practitioners' Medical Services and the Member(s) may seek payment or reimbursement from the Member's insurer or health plan for any such Medical Services to the extent covered by the Member's insurer or health plan. In addition, Member understands that this Agreement is a service contract and not a contract for insurance. Nothing in this Agreement is intended to affect in any way the Member's relationship with or health benefit coverage by Member's health plan or insurer, including Medicare.

c. Member acknowledges that Company has no authority to require the Practice to accept any member as a patient of the Practice or of any Practitioner and that the Practice has a maximum capacity of approximately 600 patients. In the event the Practice has reached maximum capacity or does not accept Member as a patient of the Practitioner, in its sole and absolute discretion, Company shall refund, in full, Member's Membership Fee and this Agreement shall be deemed null and void ab initio.

2. **Designated Physician.** Member designates **Elias Milgram, M.D., F.A.A.P.** ("**Dr. Milgram**") as the primary treating Physician/Practitioner for the child Members listed on Exhibit A. Each Member understands and acknowledges that Dr. Milgram may not be available from time to time due to illness or vacation and, accordingly, Dr. Milgram may designate a covering Physician to attend to a child Member's Medical Services needs from time to time. The term "**Physician**," as used throughout the Agreement and the Schedules, attached hereto, cover Dr. Milgram and other designated licensed medical professionals.

3. **Term.** Unless earlier terminated as set forth in paragraph 6 below, the initial term of this Agreement shall be for one (1) year, commencing on the Effective Date, but in no event earlier than July 1, 2007 (the "**Initial Year**"). This Agreement shall automatically renew for successive one-year periods commencing on the anniversary of the first day of the month in which the Effective Date (or July 1, 2007) occurred (each, a "**Renewal Year**"), unless either party notifies the other party of such party's desire not to renew this Agreement, not less than 30 days prior to the expiration of the Initial Year or any Renewal Year, as applicable. By way of example only, if Member executes this Agreement and pays the Membership Fee on July 1, 2007, the first Renewal Year would commence on July 1, 2008; if the Member executes this Agreement and pays the Membership Fee on August 14, 2007, the first Renewal Year would commence on August 1, 2008.

4. **Membership Fee.** Each Member has, contemporaneously with the execution of this Agreement and as a condition precedent to Company's obligations to Member(s) under this Agreement, paid the membership fee in the applicable amount set forth on Exhibit B, attached hereto and made a part hereof (the "**Membership Fee**") to Company for the Initial Year. Company may, by written notice to the Member(s) signing this Agreement, adjust the Membership Fee for the next Renewal Year and any subsequent Renewal Year(s). Company will bill the Member(s) for the Membership Fee for any Renewal Year at least 60 days before the beginning of that year and the Member agrees to pay the invoiced Membership Fee within 30 days after the date of invoice. Failure to pay the invoiced Membership Fee for any Renewal Year in a timely manner is cause for termination of this Agreement by Company.

5. **E-mail Communications.** Communications between the Member(s) and the Practice via e-mail shall be governed by the Practice's then-current Health Insurance Portability and Accountability ("**HIPAA**") privacy policies and procedures. Notwithstanding the foregoing, the Members shall not use e-mail for communication regarding emergencies or other time-sensitive issues. Neither Company, the Practice nor any Practitioner shall be liable to the Members for any loss, cost, injury or expense caused by, or resulting from: (i) a failure or delay in response to the Member(s) due to technical failures, including, but not limited to, technical failures attributable to the Practice's, Practitioner's, or Company's internet service provider, power outages, failure of the Practice's, Practitioner's, or Company's electronic messaging software, failure by Company, a Practitioner or the Member(s) to properly address e-mail messages, failure of the Practice's, Practitioner's, or Company's computers or computer network, or faulty telephone or cable data transmission; or (ii) any interception of e-mail communications by a third party.

6. **Termination.** An adult Member or Company may terminate this Agreement at any time upon 30 days' prior written notice to the other party and a terminated Member(s) shall be entitled to a refund of a pro rata portion of the Membership Fees previously paid by the Member(s) based upon the number of months remaining in the Initial Year or Renewal Year after the termination date. Termination of a Member shall terminate the membership of all other Members included in the Membership Fee, unless otherwise agreed by the Company and upon payment of an alternate Membership Fee to the Company and execution of a new Membership Agreement.

7. **No Practice of Medicine.** Company does not engage in the practice of medicine or provide any Medical Services. To the extent that any act or service required or permitted to be rendered by Company by any provision of this Agreement may be construed or deemed to constitute the practice of medicine (as that term may be defined under the laws of the State of Florida from time to time), said provision of this Agreement shall be void ab initio and the performance of said act or service by Company shall be deemed waived by the Member.

8. **Independent Medical Judgment.** Each Practitioner retains full and free discretion to exercise his/her professional medical judgment on behalf of the Member(s) and nothing in this Agreement shall be

deemed or construed to influence or affect a Practitioner's independent medical judgment on behalf of the Member.

9. **Change of Law.** If there is a change of any state or federal law, regulation or rule which affects this Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement to achieve compliance with such changed law, regulation, rule or judicial or administrative interpretation. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party. In the event of a termination pursuant to this paragraph 9, the Member(s) shall receive a pro rata refund of his/her/their Membership Fee.

10. **Non-Assignment.** Neither party may assign this Agreement without the prior written approval of the other party; provided, however, for the Member(s), such written approval must be that of an adult Member.

11. **Entire Agreement; Amendment.** The parties certify that this instrument contains the entire agreement of the parties and revokes any currently existing agreements, whether written or oral, between the parties regarding the subject matter hereof. Furthermore, except as expressly provided herein, this Agreement shall not be affected by reference to any other documents. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by the parties hereto; provided, however, for the Member(s), such written agreement must be that of an adult Member.

12. **Survival.** The covenants contained herein that contemplate performance after termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date set forth above.

FLORIDA PEDIATRIC CARE, LLC:

MEMBER:

By:

Elias Milgram, M.D., F.A.A.P., Manager

Signature of Parent or Legal Guardian

Print Name:

MEMBER:

Relationship:

Signature of Parent or Guardian

Print Name:

Relationship:

SCHEDULE 1 COMPANY

AMENITIES

1. **Panel Limits.** Company will contract with ELIAS MILGRAM M.D., LLC ("Practice"), to employ Practitioners, including Physician(s) who each (if more than one Physician) agree to limit the size of their practices to approximately 600 patients, and to provide the Medical Services described on Schedule 2.
2. **Same Day / Next Day Appointments.** Company will provide adult Member(s) with detailed instructions on how to reach Physician(s) and/or Practitioner(s) through various means, including but not limited to e-mail and telephone (collectively, the "Communications Amenities"). The Company will contract with the Practice to arrange for the adult Members to be able to use the Communications Amenities to make same day (or, where appropriate, next business day) appointments for a child Member to see Physician(s) or Practitioner(s).
3. **Extended Patient Appointments.** Company will contract with the Practice to arrange for the adult Member to be able to elect to have 30 minute appointments for a child Member with Physician, regardless of medical necessity.
4. **Availability.** Company will contract with the Practice to arrange for Physician(s) and/or Practitioner(s) generally to be available to communicate with an adult Member (or Member's authorized representative), through one or more of the Communications Amenities.
5. **Insurance Consultation and Support.** Company will assist Practice with insurance claims processing for Medical Services provided to the child Member(s) by Physician(s) and Practitioner(s) that are reimbursable to or on behalf of the Member(s). Company support staff will be available to answer Member(s)' insurance questions and, upon Member(s)' request, to help prepare necessary insurance paperwork.
6. **Office Amenities.** Member(s) will have access to a comfortable and semi-private waiting area.
7. **Members' Waiting Time.** Company will contract with the Practice to arrange for Physician(s) and/or Practitioner(s) to use his/her/their best efforts to be available to the Member(s) at the time of a scheduled appointment, with no waiting time, unless Physician(s) or Practitioner(s) are attending to a medical emergency.

**SCHEDULE 2 PROFESSIONAL
SERVICES**
**PROVIDED BY PHYSICIAN
AND OTHER PRACTITIONERS**

1. **Limited Number of Patients.** The Practice's Physician(s) will limit the size of their practices to approximately 600 patients each, and will provide the Medical Services described on this Schedule 2.
2. **Same Day/Next Day Appointments/Limited Waiting Time.** The Member(s) will be able to make same day (or, where appropriate, next business day) appointments for child Member(s) to see Physician(s) or Practitioner(s). Physician(s) and Practitioner(s) will use his/her/their best efforts to be available to the child Member(s) at the time of a scheduled appointment, with no waiting time, unless attending to a medical emergency.
3. **Extended Patient appointments.** Each appointment with Physician(s) or Practitioner(s) will, at the adult Member's election, have an allotted time of 30 minutes, regardless of medical necessity, or longer, at the discretion of Physician(s) or Practitioner(s).
4. **Availability.** Physician(s) or Practitioner(s) generally will be available to communicate with adult Member(s) (or Member(s)' authorized representative), through one or more of the Communications Amenities. "Availability" shall include availability for consultations with health care providers attending to the child Member(s) overseas or otherwise outside of Practice's usual service area.
5. **House Calls.** Physician(s) or Practitioner(s) will provide house calls to a child Member(s)' place of residence, if warranted in Physician(s)' or Practitioner(s)' professional judgment.
6. **Hospital Care Coordination.** Physician(s) or Practitioner(s) will, to the extent reasonably feasible and so long as Physician(s) or Practitioner(s) has or have clinical privileges at the applicable hospital, be personally involved in all local hospital care provided to the child Member(s). When a child Member is receiving care at a hospital at which no Physician or Practitioner has privileges, to the extent reasonably feasible, Physician or Practitioner will be involved in coordinating the child Member's care with the treating physician by telephone.
7. **Presence at Local Emergency Room.** So long as Physician(s) or Practitioner(s) have clinical privileges at the applicable hospital, Physician(s) or Practitioner(s) will meet a child Member at a local emergency room, when reasonably necessary in Physician(s) or Practitioner(s) medical judgment.
8. **Test Result Communications.** Physician(s) or Practitioner(s) will communicate directly with an adult Member about a child Member's test results.
9. **Travel Medical Services.** Physician(s) or Practitioner(s) will, on an adult Member's request, provide certain travel-related Medical Services to child Member(s), including an office visit prior to travel, vaccination advice, assistance with identifying physicians located at child Member(s)' travel destination, and consultation with such physicians, as necessary. An Additional Amenity Charge may apply.
10. **Visitor Medical Services.** Physician(s) or Practitioner(s) will, on an adult Member's request, provide Physician(s)' or Practitioner(s)' Medical Services on a temporary basis to the child(ren) of a Member's visiting guests who reside outside the Miami-Dade or Broward counties for more than

eight (8) months of each year, without the visiting guests being required to become Members. Such guests or Member shall be solely responsible for payment for any temporary Medical Services rendered to their child(ren) at the time of service and neither Physician(s) or Practitioner(s) shall have any obligation to participate in or submit any claim for reimbursement to any insurance for such temporary Medical Services.

EXHIBIT A

MEMBER INFORMATION

Father's Name:

Mother's Name:

Signature:

Signature:

Address:

Address:

Telephone Number:

Telephone Number:

Fax:

Fax:

E- mail address:

E-mail address:

Child's Name (1):

Child's Name (2):

Child's Name (3):

Child's Name (4):

Child's Name (5):

Child's Name (6):

Child's Name (7):

Child's Name (8):

THE FOLLOWING ADULT MEMBER, LISTED ABOVE, IS HEREBY DESIGNATED AS THE PERSON FOR THE COMPANY TO CONTACT WITH REGARD TO THIS MEMBERSHIP AGREEMENT:

Print Name

EXHIBIT B
MEMBERSHIP FEES

For persons who sign the Membership Agreement and return it to the Company, along with the applicable Membership Fee payment(s), the Membership Fee(s) for the Initial Year* shall be the following:

One or two children: \$ 2,500

Three or four children: \$ 3,000

- **For the purpose of determining the Membership Fee, if the adult Member gives birth to, adopts, or otherwise becomes legally responsible for the care and medical treatment of an additional child during the first four (4) months of the Initial Year or any Renewal Year, then upon payment of the Membership Fee for an additional child, set forth above, that additional child shall become a Member of this Agreement.
 - For a child born, adopted or coming into the legal care of the adult Member during months five (5) through eight (8) of the Initial Year or any Renewal Year, that additional child shall become a Member of this Agreement upon payment of 50% of the Membership Fee for an additional child for the first year and payment of 100% of the Membership Fee for an additional child for any subsequent year in which the adult(s) is/are Member(s).
 - For a child born, adopted or coming into the care of the adult Member during months nine (9) through twelve (12) of the Initial Year or any Renewal Year, the Membership Fee for an additional child shall be waived for the first year.
- All Membership Fees are payable by cash, or check to Florida Pediatric Care, LLC.
 - In the event any check is not paid by a Member's financial institution, Member has 5 days from notification by the Company to make such payment in cash or by credit card. An additional charge of \$25 will be made for any check not honored by a Member's financial institution and Company reserves the right to suspend or terminate membership benefits in the event that more than one check is dishonored and/or payment is late.

* Company reserves the right to increase Membership Fees for any Renewal Year(s) upon prior written notice to the adult Member(s).