

**Cardiac Institute of the Palm Beaches, PA
Consortium Membership Enrollment Agreement**

This membership enrollment agreement (the "Agreement") specifies the terms and conditions under which you, the undersigned member (the "Member"), agrees to participate in the Consortium program (the "Consortium") provided by the Cardiac Institute of the Palm Beaches, PA (the "Cardiac Institute").

I. The Program. Payment of the annual fee (see II below) entitles each Member to the following benefits (collectively, the "Benefits") to be furnished by the Cardiac Institute.

A. Nutrition Intake. The Cardiac Institute will provide one (1) nutritional intake with its contracted licensed dietitian. As a member of the Consortium, the Member will also have exclusive access to private counseling with the dietitian separate and independent from any relationship with the Cardiac Institute and the Consortium, which will be billed by the contractor (see IV below).

B. Healthy Lifestyle Counseling. As part of Dr. Fenster's care of the Members of the Consortium, he will provide ongoing counseling to each Member as to manners in which they may achieve healthier lifestyles. This may include referrals to other specialists or providers as needed as well as options/counseling regarding cardiac disease prevention.

C. Dr. Fenster will present regular informational sessions in various locations.

D. Physician and Medical Access. As has always been the practice at the Cardiac Institute, Members will continue to receive (with exceptions on vacations and weekends):

1. Assurance that Dr. Fenster will be Member's treating cardiologist at the Cardiac Institute, Palm Beach Gardens Medical Center ("PBGMC"), and Jupiter Medical Center ("JMC");
2. Expedited after-hours response;
3. Same-day appointments when feasible;
4. Emergency room visits at PBGMC and JMC within 24 hours, when Member is in ER for cardiac purposes and Dr. Fenster is informed by the ER personnel;
5. Care coordination with family members;
6. Medically-appropriate recommendations and referrals to specialists;
7. Regular follow-up with Member's other health care providers, fostering a team approach;
8. As-needed follow-up with secondary residence healthcare providers;
9. Assistance with cardiac testing and procedural authorizations and referrals;
10. Coordination of cardiac testing and procedures as appropriate;

11. Coordination of medical records, including acquiring hospital records and out-of-state records to maintain as part of record at the Cardiac Institute.
12. Courtesy reminder telephone calls for appointments and lab work;
13. Sample medications, when medically-appropriate and available.

From time to time, the Cardiac Institute may add new services to the Consortium and will keep Members informed on additions to their Benefits.

II. Annual Fee. For each Term (as defined by III) that Member elects to participate in the Consortium, each individual Member will pay \$500 ("Annual Fee") to the Cardiac Institute. Payments may be made by check or credit card and sent to 3355 Burns Road, Suite 201, Palm Beach Gardens, FL 33410. Checks should be written to the Cardiac Institute of the Palm Beaches, PA. Credit cards will be processed as received. The cost of the Consortium is subject to change. Member Annual Fee is non-refundable and will not be pro-rated for partial years, except in the case of the first year of a new patient who has never before been treated at the Cardiac Institute. In that instance only, the first year may be pro-rated, but no ensuing years may be pro-rated. Member Annual Fee may not be paid towards insured's deductible responsibilities and is not covered by any insurance.

III. Renewals and Termination. The Annual Fee covers a period of one (1) year, commencing on January 1 of each year (the "Term"). Terms will be automatically renewed and billed annually, unless Member gives thirty (30) days' notice prior to the renewal date. Renewals will be for one-year periods. Failure to pay the renewal Annual Fee within thirty (30) days of renewal date may result in Member's termination from the Consortium. For example purposes only, the Effective Date is January 1, 2017, therefore the renewal payment for the following Term must be made by December 1, 2017. Member acknowledges that if payment is not received by renewal date, services may not be continued until renewal is paid. The Cardiac Institute and the Consortium reserve the right to terminate this contract with or without cause, but will assist Member to find new care as appropriate and/or needed. Member may terminate the contract with or without cause at any time, in writing, but no portion of Annual Fee will be refunded. If Member chooses to terminate a relationship with the Cardiac Institute but returns to the Cardiac Institute to reinstate the relationship, the Consortium membership fee must be paid in full for the current year, not pro-rated, immediately. If Member chooses to terminate membership, a final exit visit is highly recommended to provide Member with plan of care and method for medical document transfer for future care. Member is responsible for informing the Cardiac Institute of method preferred for medical document transfer.

IV. Services from Other Health Care Providers Excluded from Annual Fee. The Annual Fee covers the Cardiac Institute's Benefits to Member as set forth in Paragraph I above. Healthcare, medical services providers, and auxiliary service providers who treat Member as a result of Member's relationship with the Cardiac Institute and the Consortium but outside the auspices of the Consortium's benefits as set forth in Paragraph I above may bill Member or Member's insurance for their services, as applicable. Member releases the Cardiac Institute, Dr. Jeffrey Fenster, and the Consortium from any responsibility, liability, or issue arising from any or all services provided by any healthcare, medical service provider, or auxiliary service provider outside of medical care directly provided by Dr. Jeffrey Fenster, and Cardiac Institute. Dr. Jeffrey Fenster and the Consortium shall not be held liable for any loss, cost, injury, or expense

caused by or resulting from agreements, actions, or recommendations made or taken with healthcare, medical service providers, or auxiliary service providers.

V. Entire Agreement. The undersigned agrees to the terms of the Agreement. There are no promises or representations between the Cardiac Institute and Member except as set forth herein.

VI. Notices. Any notice required under this Agreement must be sent in writing via certified mail, return receipt requested, to the addresses provided by the party to whom the notice is sent.

VII. Governing Law. This Agreement will be governed by and constructed according to Florida law without giving effect to its choice of law provisions. All discussions or disagreements will be sent to a third-party for mediation and arbitration with venue solely in Palm Beach County, Florida.

VIII. Member agrees healthcare, medical service provider, or auxiliary service provider may share Member information with the Cardiac Institute for purposes of maintaining record-keeping.

Member's name (print)

Member's Signature

Date

Credit Card #

Exp. Date

CVV#