

Anthony D'Agostino M.D., FACP

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Premier Membership Agreement

This Premier Membership Agreement ("Agreement") between Anthony D'Agostino M.D., FACP PA and the undersigned (hereinafter referred to as "Member") outlines the terms and conditions of the services to be provided to the Member by and through Anthony D'Agostino M.D., FACP PA. This Agreement shall become effective as of the last date initialed by Anthony D'Agostino M.D., FACP PA.

1. Services included in the Annual Premier Membership Fee are as follows:

- Expanded Annual Physical Examination (not covered by Medicare)
- Same Day Appointments if situation is deemed urgent.
- Appointments within 48 hours
- Crisis Care Management and Support
- Prescription and Claims Facilitation and coordination.
- Coordination of Care with Consultants

Other services may be included from time to time at Dr. D'Agostino's discretion, living at home with Member.

****Note:** When Dr. D'Agostino is out-of-town, or is otherwise unable to service a Member directly, another doctor, appointed by Dr. D'Agostino, will fulfill Dr. D'Agostino's duties to Member.

2. Services Included in the Premier Membership but that Require Additional Payment through Medicare, insurance or out-of pocket are as follows:

- Office Appointments
- Any additional tests, examinations, etc. not included in the Annual Physical
- Extra Time with Members
- Coordination of Hospital Care

Additional health care or medical services, tests and expenses not specifically listed in this Agreement may require additional fees.

The entire membership/administrative fee is in payment for services not covered by your insurance or Medicare provider. Other services may be offered from time to time in Dr. D'Agostino's sole and absolute discretion.

3. Annual Renewal and Termination

This annual Premier Membership, is valid for one (1) year that will automatically renew for consecutive one (1) year terms, unless either party notifies the other party, not less than thirty (30) days prior to the expiration of the then current Agreement, of such Member's desire not to renew. The initial membership fee covers the first year only.

Excellence in Medicine, PLLC may, by written notice to the Member, adjust the Premier membership fee for all subsequent Renewal year(s). Excellence in Medicine, PLLC will bill the Member for the Premier membership fee for any Renewal Year thirty (30) days before the beginning of that Renewal Year, and the Member agrees to pay the invoiced membership fee within thirty (30) days after the date of the invoice. Failure to pay the invoice membership fee for any Renewal Year will result in the termination of this Agreement.

The Member may terminate this Agreement at any time upon thirty 30 days prior written notice to Excellence in Medicine, PLLC; provided that a terminating Member shall not be entitled to a refund of any unused portion of his/her Membership fee. Excellence in Medicine, PLLC may terminate this Agreement at any time upon thirty (30) days written notice to the Member. If Excellence in Medicine, PLLC terminates this Agreement for any reason, the Member will be entitled to a prorated refund of his/her annual membership fee.

4. Insurance and Co-payments

The entire Premier membership fee is in payment for the services outlined in paragraph 1 of this Agreement as described above and is not covered by your insurance or Medicare provider. You and/or your insurer will be financially responsible for paying all other healthcare and medical care services received from Dr. D'Agostino through Excellence in Medicine, PLLC. Dr. D'Agostino and Excellence in Medicine, PLLC will bill you and/or your insurer for those medical or healthcare services provided to you.

Participation in this program does not affect co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your insurance coverage. You will remain financially responsible for any co-payments, co-insurance or deductible amount payable to your insurer.

The Member hereby acknowledges and agrees that this Agreement is a service contract and not a contract for insurance. Members must provide Excellence in Medicine, PLLC with all insurance information at the time of the first visit.

5. Notices

Any communication required or permitted to be sent to Dr. D'Agostino under this Agreement, shall be in writing and sent via certified mail/return receipt requested or via overnight courier to the address provided in this Agreement.

6. Change of Law

If there is a change of any law, regulation or rule, state or federal, 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 reasonable believes in good faith that the change will have an adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement or either party may terminate this Agreement and the Member will be entitled to a prorated refund of his/her annual membership fee.

7. Entire Agreement

Each of the undersigned Members agrees to the terms of this Premier Membership Agreement, all of which are expressed herein. There are no promises or representations except as set forth herein. By entering into this Agreement with Excellence in Medicine, PLLC, the Member acknowledges and agrees for Dr. Anthony D'Agostino to act as his or her physician.

Each Member acknowledges and agrees that prior to signing this Agreement, they received Excellence in Medicine, PLLC Services Frequently Asked Questions, which are attached to the Agreement and are made a part hereof and that each Member has had the opportunity to seek legal counsel prior to signing same.

The Member signing this Agreement understands that the services provided by Excellence in Medicine, PLLC and Dr. D'Agostino, M.D. are in addition to Dr. D'Agostino's general practice which is still open to all patients at this time.

Anthony D'Agostino M.D., FACP
Premier Membership Application Agreement

Please check your desired participation.

Full Year Membership

☐ Individual \$700

☐ Husband and Wife \$1,200

Member's Name _____ Member's Name _____

Address _____ Address _____

City _____ State ____ Zip _____ City _____ State ____ Zip _____

Home Phone _____ Home Phone _____

Alternate Phone _____ Alternate Phone _____

Member's Signature Member's Signature

Date Date

Excellence in Medicine, PLLC

Accepted by _____
Dr. Anthony D'Agostino

Dated this the _____ day of _____, 20____ ("Effective Date").

Anthony D'Agostino M.D., FACP PA
Premier Membership Application
Frequently Asked Questions

1. What is the cost of annual membership in Excellence in Medicine, PLLC Premier Membership Service Agreement?

The annual membership fee for an individual who resides in Collier or Lee County full-time is \$700 per year. The annual membership fee for a husband and wife who reside in Collier or Lee County full-time is \$1,200 per year. Additional family members (under 25) can be added at \$300 each at Dr. D'Agostino's discretion.

2. What is included in my Premier Membership Service annual membership?

Expanded Physical Exams.

Same day appointments if the situation is deemed urgent.

Appointments within 48 hours.

Telephone Triage and Management.

Crisis Care Management and Support :

- *Dr. D'Agostino will assist you and your family members understand all medical options and issues of concern in times of a medical crisis, guiding you to make informed medical decisions.*

Prescription and Claims Facilitation

- *Dr. D'Agostino's staff will arrange for same-day prescription refills. Dr. D'Agostino's staff is available to file your insurance claims as well as assist you in supplementary documentation if and when needed.*

3. Will you accept my insurance or Medicare?

Dr. D'Agostino's office accepts most major insurance carriers and Medicare. Please contact the office directly to verify that your insurance accepted. You will be financially responsible for any co-payments, co-insurance or deductible amounts payable to Excellence in Medicine, PLLC in accordance with your agreement with your insurance company and/or Medicare.

4. Will my insurance or Medicare cover the annual membership fee?

No. Medicare and/or insurance companies will not cover the annual membership fee. The annual membership fee covers the cost of expenses not payable by insurance or Medicare.

Participation in this program does not affect co-payments, co-insurance or deductibles that you are required to pay pursuant to the terms of your insurance coverage. You will remain financially responsible for any co-payments, co-insurance or deductible amount payable to your insurer.

The Member hereby acknowledges and agrees that this Agreement is a service contract and not a contract for insurance. Members must provide Dr. D'Agostino with all insurance information at the time of the first visit.

5. Will Dr. D'Agostino coordinate my care with my physician in another state?

Yes. Dr. D'Agostino will gladly coordinate your medical care with physicians in other states in order to facilitate the best possible medical care for you.

6. What if I need referral to a specialist?

In the event that you need a specialist, such as a cardiologist, urologist, etc., Dr. D'Agostino will assist you in selecting the physician that will best fit your needs. If you already have a relationship with a sub-specialist, Dr. D'Agostino will work with the physician to facilitate your medical care.

7. Can I still be a patient of Dr. D'Agostino's without signing up for Premier Membership?

No. Dr. D'Agostino will provide care for 30 days after your decision not to join the practice.

8. How can I learn more about Anthony D'Agostino M.D., FACP PA to become a member?

Please contact Dr. D'Agostino's office at (239) 262-6111