



The Georgia Center for Menopausal Medicine
And Direct Primary Care, LLC
Pamela Gaudry, MD

15 Lake Street, Suite 160 Savannah, GA 31411

Patient Membership Contract

This is an Agreement entered into on _____ between The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC (a Georgia Limited Liability Company (The Center) and _____ (The Patient).

THIS MEMBERSHIP PLAN IS NOT INSURANCE AND THE GEORGIA CENTER FOR MENOPAUSAL MEDICINE AND DIRECT PRIMARY CARE (THE CENTER) IS NOT AN INSURANCE COMPANY. THE CENTER ONLY PROVIDES THE SERVICES DESCRIBED BELOW AND WILL NOT REIMBURSE THE CLIENT FOR ANY COSTS OR CHARGES THE PATIENT MAY INCUR.

NOT ALL TYPES OF HEALTH CARE SERVICES ARE COVERED BY THIS MEMBERSHIP PLAN. THE CENTER ONLY PROVIDES THOSE COVERED SERVICES FURTHER DESCRIBED HEREIN. THE MEMBERSHIP PLAN DOES NOT COVER HOSPITAL CARE OR ANY OTHER HEALTH CARE SERVICES.

THE PATIENT ACKNOWLEDGES THAT THE CENTER RECOMMENDS THE PATIENT OBTAIN OR KEEP IN FULL FORCE SUCH HEALTH INSURANCE POLICIES OR PLANS THAT WILL COVER POTENTIAL HEALTH-CARE COSTS.

BY ENROLLING IN THIS MEMBERSHIP PLAN AND RECEIVING SERVICES FROM THE CENTER, THE PATIENT AND ALL OTHER MEMBERS IDENTIFIED IN THE PATIENT'S REGISTRATION AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

Background

The Center is a Direct Pay Care practice (DPC), which delivers gynecologic and primary care for women and primary care for men through its physician, Dr. Pamela G. Gaudry (Physician), or it's Nurse Practitioner at 15 Lake Street, Suite 160, Savannah, GA 31411. In exchange for posted fees, the Center agrees to provide The Patient with the Services described in this Agreement on the terms and conditions contained in this Agreement.

Definitions

- 1 **Patient.** In this Agreement, “The Patient” means the woman or man for whom the Physician shall provide care and is listed on the document attached as Appendix B, which is part of this Agreement.
- 2 **Services.** In this Agreement, “Services” means the collection of services, offered to The Patient by The Center in this Agreement. These Services are listed in Appendix A1, which is part of this Agreement.
- 3 **Pamela G. Gaudry, MD.** “The Physician”

Agreement

- 4 **Term.** This Agreement will be in force starting on _____.
- 5 **Renewal.** The Agreement will automatically renew each year on the anniversary date of the agreement, unless either party cancels the Agreement by giving 30 days written cancellation notice.
- 6 **Termination.** Regardless of anything written above, The Patient always has the right to cancel this agreement. Either party can end this agreement at any time by giving the other party 30 days written notice.
- 7 **Payments and Refunds – Amounts and Methods.** In exchange for the Services (Appendix A), The Patient agrees to pay The Center a monthly fee in the amount that appears in Appendix C, which is attached and is part of this Agreement.
 - a. This monthly fee is payable when you sign the Agreement and is due on the first business day of each month thereafter.
 - b. The Patient agrees that the required method of monthly payment shall be by automatic payment, through a debit or credit card.
 - c. If this Agreement is cancelled by either party before the Agreement ends, The Center will review and settle your account as follows:
 - i. We will refund to The Patient the unused portion of your fees on a per diem basis.

- 8 **Non-Participation in Insurance.** Your initials on this clause of the Agreement acknowledges The Patient's understanding that neither The Center, nor its Physician, participate in any health insurance or HMO plans or panels and cannot accept Medicare eligible patients. We make no representations that any fees that The Patient pays under this Agreement are covered by your health insurance or other third-party payment plans. It is The Patient's responsibility to determine whether reimbursement is available from a private, non-governmental insurance plan and to submit any required billing to them.
-

- 9 **Medicare.** This agreement acknowledges The Patient's understanding that the Physician and The Center does not participate in Medicare, and as a result, Medicare cannot be billed for any services performed for The Patient by The Center or The Physician. The Patient agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services.
-

- a. If The Patient is eligible for Medicare or becomes eligible for Medicare during the term of this Agreement, then she will sign the Medicare Opt-Out and Waiver Agreement attached as Appendix D and incorporated by reference.
-

- b. The Patient shall sign and renew the Medicare Opt-Out and Waiver Agreement every two years, as required by law.
-

- 10 **This Is Not Health Insurance.** The Patient's initials on this clause of the Agreement acknowledges The Patient's understanding that this Agreement is not an insurance plan or a substitute for health insurance. The Patient understands that the Agreement does not replace any existing or future health insurance or health plan coverage that The Patient may carry. The Agreement does not include hospital services, or any services not personally provided by The Center or its employees. The Patient acknowledges that The Center has advised The Patient to obtain or keep in full force, health insurance that will cover The Patient for healthcare not personally delivered by The Physician or The Center. The Patient should keep health insurance for hospitalizations and catastrophic events.
-

11 Communications. The Patient acknowledges that although The Center shall comply with HIPAA privacy requirements, **communications with The Physician using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications.**

a. As such, THE PATIENT EXPRESSLY WAIVES THE PHYSICIAN'S OBLIGATION TO GUARANTEE CONFIDENTIALITY WITH RESPECT TO THE ABOVE MEANS OF COMMUNICATION. **This is Important to Understand: Email and Texting, Video Chat, Cell phones, and all electronic communication are NOT secure forms of communication.**

b. The Patient further acknowledges that all such communications may become part of The Patient's medical record.

c. By providing an e-mail address on the attached Appendix B, The Patient authorizes The Center and The Physician to communicate with The Patient by e-mail regarding The Patient's "protected health information" (PHI – as that term is defined in the Health Insurance Portability and Accountability Act – HIPAA – of 1996 and its implementing regulations.

d. The Patient acknowledges that e-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;

e. Although The Physician and The Center will make all reasonable efforts to keep e-mail communications confidential and secure, neither The Center, nor The Physician can assure or guarantee the absolute confidentiality of e-mail communications.

f. At the discretion of The Physician, e-mail communications may be made a part of The Patient's permanent medical record.

- g. The Patient understands and agrees that e-mail is not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information.
-

- h. **In an emergency, or a situation that The Patient could reasonably expect to develop into an emergency, The Patient understands and agrees to call 911 or go to the nearest Emergency Room and follow the directions of emergency personnel.**
-

- i. **E-mail Usage.** If The Patient does not receive a response to an e-mail message within 24 hours, The Patient agrees that she will contact The Physician by telephone or other means.
-

- j. **Technical Failure.** Neither The Center nor The Physician will be liable for any loss, injury, or expense arising from a delay in responding to The Patient when that delay is caused by technical failure. Examples of technical failures:
1. Failures caused by an internet service provider
 2. Power outages
 3. Failure of electronic messaging software or email provider
 4. Failure of The Center's computers or computer network, or faulty telephone or cable data transmission
 5. Any interception of e-mail communications by a third party which is unauthorized by The Center
 6. Your failure to comply with the guidelines for use of e-mail described in this Agreement.
-

- 12 **Physician Absence.** From time to time, due to vacations, illness, or personal emergency, The Physician may be temporarily unavailable to provide the services referred to above in Appendix A. When The Physician is not available to provide the services listed, a covering physician will be available to cover The Patient's health-care needs. Any treatment rendered by the covering physician is not covered under this contract but may be submitted to The Patient's health plan (health-care insurance company).

- 13 **Change of Law.** If there is a change of any relevant law, regulation, or rule, whether federal, state, or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
- 14 **Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the contract will stay in force as originally written.
- 15 **Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and The Center is required to refund fees paid by The Patient, The Patient agrees to pay The Center an amount equal to the fair market value of the medical services The Patient received during the time period for which the refunded fees were paid.
- 16 **Amendment.** Except for amendments made in compliance with paragraph 12, above, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties.
- 17 **Assignment.** This Agreement, and any rights The Patient may have under it, may not be assigned or transferred to another Patient.
- 18 **Legal Significance.** The Patient Acknowledges that this Agreement is a legal document and gives the parties certain rights and responsibilities. The Patient acknowledges that she has had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.
-
- 19 **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
- 20 **Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.

- 21 **No Waiver.** In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this agreement (for example notice periods, payment terms, etc.) Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.
- 22 **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Georgia. All disputed arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for The Center in Savannah, Georgia.
- 23 **Service.** All written notices are deemed served if sent to the address of the party written above or appearing in Appendix B by first class U.S. Mail.
-

The parties may have signed duplicate counterparts of this Agreement on the date first written above.

Pamela G. Gaudry, MD for: The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC

Signature of The Patient

Printed Name of The Patient

Date

APPENDIX A1

MEDICAL SERVICES PROVIDED

This is an exclusive Medical Membership in her Practice of Medicine which uniquely includes:

- Acute and non-acute office visits
- Blood Pressure Monitoring
- All lab draws and urinalysis
- Rapid Test for Strep Throat, Flu, Covid
- Pap smear
- Removal or biopsy of skin problems, moles, suspicious, or worrisome lesions anywhere
- All cervical and vulvar colposcopy and all evaluations for abnormal pap smears
- LEEP procedures in the office (\$150 fee for supplies needed for procedure)
- In-office Hysteroscopy (\$600 fee for supplies I must purchase)
- Simple (meaning, I feel comfortable with doing it in the office) wound repair and suturing
- Abscess Incision and Drainage
- Flu Shots
- Basic Annual Labs (CBC, CMP, Hgb A1c, Lipid Profile, TSH, Vitamin D, PSA if a male patient)
- Menopausal Management
- Gynecology
- Pelvic Ultrasounds performed in the office
- Primary Care for Women and Men
- Menopausal Management
- Counseling for gynecology, menopause, hormone management, or anything related to primary care of women and gynecology, and primary care for men.
- Medical Sex Therapy (including counseling visits with husband or wife together or separately)
- Gynecologic Surgery (with a hospital administration fee*) and all (as many as needed) follow-up visits related to the surgery
- The convenience of access to many commonly prescribed generic prescription medications at greatly reduced prices, dispensed **on premises** (as deemed medically necessary by Dr. Gaudry). This will be wholesale prices plus taxes and administration fees
- Access to Dr. Gaudry during and after business hours by phone, text, email.
- Extended and relaxed visits up to 1 hour long
- Comprehensive preventive care exams (1 required per year)
- Referrals/orders for radiologic exams when deemed medically necessary
- Basically, anything Dr. Gaudry feels comfortable doing in the office for her patient
- Testosterone replacement therapy
- Erectile Dysfunction therapy

NON-MEDICAL, PERSONALIZED SERVICES

The Patient shall have direct telephone access to The Physician with the following non-medical services, which are complementary to The Center's members.

After-Hours Access. The Patient shall have direct telephone access to The Physician seven days per week. The Patient shall be given a phone number where The Patient may reach The Physician directly for guidance regarding concerns that arise unexpectedly after office hours. Video chat and text messaging may be utilized when The Patient or The Physician feels that it is appropriate. **This is not a secure means of communication.**

E-Mail Access. The Patient shall be given The Physician's e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by The Physician or staff member of The Center in a timely manner. The Patient understands and agrees that e-mail and the internet should never be used to access medical care in the event of an emergency, or any situation that The Patient could reasonably expect may develop into an emergency. You agree that in such situations when The Patient cannot speak to The Physician immediately in person or by telephone, that The Patient shall call 911 or go to the nearest emergency medical assistance provider and follow the directions of emergency medical personnel. **E-mail is not a secure form of communication.**

Appointments. Reasonable effort shall be made to assure that The Patient is seen by the Physician as soon as possible after arriving for a scheduled office visit. If The Center or The Physician foresees more than a minimal wait time, The Patient shall be contacted and advised of the projected wait time. Every reasonable effort shall be made to schedule an appointment with The Physician on the same or next normal business day. Visits deemed urgent by The Patient after hours will be accommodated as best as possible.

Specialists Coordination. The Center and The Physician shall coordinate with medical specialists to whom The Patient is referred to assist The Patient in obtaining specialty care. The Patient understands that fees paid under this Agreement do not include and do not cover specialist's fees or fees due to any medical professional other than The Center's Physician: Pamela G. Gaudry, MD.

APPENDIX A2

SPECIFIC SERVICES NOT PROVIDED

- Hospitalization, Urgent Care Center, or Emergency Room visits
- Hospital costs of any kind even if Dr. Gaudry sent you to the hospital
- Lab-work not included in the preventive care exam
- Pathology fees
- Mammograms
- Radiology visits (CT Scans, Ultrasounds of anything other than the pelvis, Mammograms, Bone Density Visits, or anything that is done outside of Dr. Gaudry's office.
- Any visits to other physicians – including physicians covering for her while she is out of town. Any other physician that you see will have to be paid via their own fees.
- Any application of medical fees to your deductible for your insurance
- Any hospital or surgical, anesthetic, pathology, or specialty services by any other physician or medical service
- Rehabilitation or physical therapy costs
- Copays for medications not dispensed by Dr. Gaudry
- Emergency visits to the hospital or Urgent care practices
- Primary care for men who receive counseling services with or separate from their spouses
- No medications that involve a need for a DEA number will be dispensed, available, or stored in the office (i.e. Narcotics, Benzodiazepines, Weight-loss medication, ADD medication, Sleep aids, Hypnotics, or Anti-Psychotic medication)
- No medications that Dr. Gaudry does not feel comfortable prescribing will be dispensed or available in the office (even if she can obtain the medication at wholesale prices)
- No compounded prescriptions or medications will be dispensed, available, compounded, made, or stored in the office.
- Visits to another physician that is covering for Dr. Gaudry when she is out of town or unavailable.
- Dr. Gaudry does not provide any obstetric (pregnancy-related) care except for surgical procedures and evaluation for miscarriage.
- Dr. Gaudry does not provide any abortion services of any kind whether it be surgically or medically induced.
- Costs associated with any laboratory analysis or urinalysis or pathology analysis

APPENDIX B
PATIENT ENROLLMENT – MEDICAL AGREEMENT FORM

Fees (monthly or annual) as set out in Appendix C shall apply to The Patient below. By signing below, The Patient agrees to the terms and conditions of The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC.

Patient full name printed

Address in Full

Preferred Phone

Work Phone

Cell phone

Preferred e-mail

Preferred Payment Method:

(All patients must have a credit or debit card on file to cover the cost of membership, lab fees, and medications dispensed by The Physician)

☐ **Monthly Payment \$300 per month (Credit or Debit Card)**

☐ **Monthly Payment Employee/Family Plan (Credit or Debit Card)**

Family or Employee Number: _____

Payment: _____

☐ **Yearly Payment \$3000 per year (Credit or Debit Card)**

☐ **Yearly Payment Employee/Family Plan (Credit or Debit Card)**

Family or Employee Number: _____

Payment: _____

I, _____ certify that I have read, understand, and agree to the terms set forth in The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC Patient Membership Contract. I further certify that I have received a copy of this form.

Signature and Date

Pamela Gallup Gaudry, MD

Please confirm by your signature that you understand that texting and email can be “hacked,” and others can get this communication. We should have a phone conversation, or the patient should come into the office to discuss “sensitive” information.

Patient Signature

Date

APPENDIX C

FEE ITEMIZATION

Enrollment Fee: \$100 (non-refundable fee) Required for each patient.
The Patient must pay the enrollment fee at the time of your first appointment.
If you cancel your membership after your first visit, you will owe \$300 to cover all expenses.

Monthly Payment \$300 per month (Credit or Debit Card)

Yearly Payment \$3000 per year (Credit or Debit Card)

All in-office procedures are covered except for LEEP and Hysteroscopy.

APPENDIX C

FEE ITEMIZATION

Enrollment Fee: \$100 (one-time, non-refundable fee) Required of each patient.
The Patient must pay the enrollment fee at the time of your first appointment.
If you cancel your membership after your first visit, you will owe \$300 to cover all expenses.

Monthly Payment \$300 per month (Credit or Debit Card)

Yearly Payment \$3000 per year (Credit or Debit Card)

Surgery in Hospital

These fees cover all physician visits to the hospital, the cost of Dr. Gaudry's fee for the surgery, costs of all the paperwork associated with performing surgery, and as many post-operative visits that you require. No in-hospital surgery can be performed on male patients.

Minor Gynecologic Surgery in Hospital \$800

- Uterine Dilation and Curettage
- Hysteroscopy and/or Uterine Ablation
- Removal of uterine polyps
- LEEP procedures that have to be done in the hospital
- Perineoplasty (Vulvar reconstructive surgery)
- Excision of vulvar or vaginal lesions
- Laparoscopy – or anything that is done with a laparoscope besides hysterectomy
- Tubal Ligations

Major Gynecologic Surgery

No major surgery is being done by Dr. Pam at this time. If a patient needs a major abdominal or vaginal surgery, they will be referred to a GYN Surgeon of Dr. Pam's and/or the patient's choosing.

In-office Hysteroscopy \$600 – covers costs of disposable equipment

LEEP in-office: \$150

All other minor surgeries are covered in office with the Membership fee

FREQUENTLY ASKED QUESTIONS

Does this mean that you can cancel your medical insurance?

No. This contract is only for medical services provided by Dr. Gaudry in her office. The patient should keep major medical insurance that covers the costs of Emergency care, Hospital care, radiology care, pathology care, anesthetic care, or any other services provided by another physician or health-care provider. This contract is not medical insurance. No insurance will be filed.

Should you continue to have health insurance?

Yes. This contract with Dr. Gaudry is NOT medical insurance. She is limiting the number of patients in her practice to take very good care of the patients that contract with her. If someone cannot afford medical insurance, this is a low-cost alternative to contract with a physician for out-patient care that she feels comfortable providing. A patient should have some type of hospitalization coverage for catastrophic care if you have no insurance. Look into Chubb or Pivot Insurance. Dr. Gaudry has a catastrophic policy through Chubb.

Can the fees that I pay monthly for Dr. Gaudry's services be applied toward the "Deductible" for your medical insurance?

There is no way to know. Each insurance company has their own rules. The patient is encouraged to discuss this matter with a representative from their own insurance plan. It is very unlikely that Dr. Gaudry's fees will be able to be applied to your deductible.

If I am a member of Dr. Gaudry's Medical Practice, will I have to pay co-pays to come to see her?

No. The cost of every visit is included in your membership. You may encounter additional charges for things such as prescription medications and laboratory tests. You will be informed of any additional charges before the service is provided. You retain the right to decline any services that would result in additional charges.

What if I have to have an X-Ray or some type of radiologic imaging?

X-Rays, CT Scans, Bone Density testing, Mammograms, MRIs and Ultrasounds (of body parts other than the pelvis) are not performed in the office. When these tests are required, she will help you get the lowest price for any test you will need.

What happens if I need to go to the hospital?

This contract only applies to outpatient care provided in Dr. Gaudry's medical office. All hospital, emergency room, fees from the hospital, medications, and all hospital costs and fees from other physicians except Dr. Gaudry are not included in this contract.

What if I need Gynecologic Surgery?

If Dr. Gaudry is performing your surgery, there will be an additional administrative fee for the amount of paperwork that is required for the hospital.

Minor Surgery: \$800.00 per surgery

Major Surgery: Not being performed at this time

What is considered Minor Gynecologic Surgery in a hospital?

Uterine Dilation and Curettage

Hysteroscopy and/or Uterine Ablation

Removal of uterine polyps

LEEP procedures that have to be done in the hospital

Perineoplasty (Vulvar reconstructive surgery)

Excision of vulvar or vaginal lesions

Laparoscopy – or anything that is done with a laparoscope besides hysterectomy

Tubal Ligations

In-Office Hysteroscopy fee: \$600 (Instruments are disposable, and this is my cost)

In-Office LEEP fee: \$150 (Instruments are disposable, and this is my cost)

What if I want to stop my membership?

You can discontinue at any time provided that you inform Dr. Gaudry in writing, text, or e-mail; At the receipt of your termination letter, your monthly fees will be stopped and pro-rated. Dr. Gaudry will provide all emergency care for 30 days after you terminate your contract in order to give you time to become a patient of another physician.

Can I submit charges to Medicaid, Medicare, Tricare, or Workman's compensation?

No. Dr. Gaudry is not participating in any government sponsored health-care service. She has opted-out of participation in Medicare, Medicaid, Tricare, and Workman's compensation plans. The patient CANNOT submit any charges directly to these health-care providers for services provided by this practice. Dr. Gaudry is opting out of all insurance coverage.

Why is Dr. Gaudry dropping Tricare, Medicare, and Medicaid?

Dr. Gaudry is not dropping these patients – she is dropping her participation in these and all insurance plans. No insurance plans of any kind will be accepted for medical care. Although it has been and will continue to be a privilege to take care of our military families, Medicaid recipients, and older patients, the government rules and regulations have become extensive requiring many employees to make sure that all requirements are met, rules are followed, and proper codes are submitted. This has contributed to the exorbitant cost of medical care. These patients are welcome to be a **Member** in Dr. Gaudry's medical practice. They can use all of their full benefits outside of her office. These benefits just will not be billed for services provided in the office. Many medications can still be obtained in the office at much lower costs than pharmacies offer, and this will contribute to overall savings for the patient.

Why did Dr. Gaudry changing her practice?

The extensive coding, billing rules, and government regulations that have to be adhered to on a daily basis and the need for large numbers of employees to assure that these codes, regulations, and rules are adhered to, in her opinion, are destroying the practice of medicine and the doctor-patient relationship. After several years of research about direct patient care and physician-patient contractual agreements, she had decided that this is the best way to provide *totally transparent, quality, and patient-oriented* medical care to her patients. She would like to practice medicine the way that she envisioned when she applied to medical school. She wants a personal relationship with her patients in which, together (and not decided by insurance companies or coding rules) they decide the best plan of care.

What services are included in the Membership?

This is an exclusive Medical Membership in her Practice of Medicine which uniquely includes:

- Acute and non-acute office visits
- Blood Pressure Monitoring
- All lab draws and Urinalysis
- Rapid Test for Strep Throat
- Pap smear
- Removal or biopsy of skin problems, moles, suspicious, or worrisome lesions anywhere
- All cervical and vulvar colposcopy and all evaluations for abnormal pap smears
- LEEP procedures in the office (\$150 fee for supplies needed for procedure)
- In-Office Hysteroscopy (\$500 fee for supplies needed for procedure)
- Simple (meaning, I feel comfortable with doing it in the office) wound repair and suturing
- Abscess Incision and Drainage
- Flu Shots
- Basic Annual Labs
- Menopausal Management
- Gynecology
- Pelvic Ultrasounds
- Primary Care for Women
- Menopausal Management
- Counseling for gynecology, menopause, hormone management, or anything related to primary care of women and gynecology
- Medical Sex Therapy (including counseling visits with husband or wife together or separately)
- Gynecologic Surgery (with a fee*) and all (as many as needed) follow-up visits related to the surgery
- The convenience of access to many commonly prescribed generic prescription medications at greatly reduced prices, dispensed on premises (as deemed medically necessary by Dr. Gaudry). This will be wholesale prices plus taxes and administration
- Access to Dr. Gaudry during and after business hours
- Extended and relaxed visits up to 1 hour long
- Same-day or next-day appointment scheduling
- Comprehensive preventive care exams (1 required per year)
- Access to Dr. Gaudry via e-mail
- A patient portal to access lab, pathology, and x-ray results,
- Dr. Gaudry's cell phone number
- 24-hour contact with Dr. Gaudry (please be respectful for non-emergencies after hours)
- Referrals/orders for radiologic exams when deemed medically necessary
- Coordination of care with specialists
- Basically, anything that Dr. Gaudry feels comfortable doing in the office.

What your membership fees do NOT include:

- Hospitalization, Urgent Care Center, or Emergency Room visits
- Hospital costs of any kind – even if Dr. Gaudry sent you to the hospital
- Lab-work not included in the preventive care exam
- Pathology reports
- Mammograms
- Radiology visits (CT Scans, Ultrasounds of anything other than the pelvis, Mammograms, Bone Density Visits, or anything that is done outside of Dr. Gaudry's office.
- Any visits to other physicians – including physicians covering for her while she is out of town. Any other physician that you see will have to be paid via their own fees.
- Any application of medical fees to your deductible for your insurance
- Any hospital or surgical, anesthetic, pathology, or specialty services by any other physician or medical service
- Rehabilitation or physical therapy costs
- Copays for medications not dispensed by Dr. Gaudry
- Emergency visits to the hospital or Urgent care practices
- Primary care for men who receive counseling services with or separate from their spouses
- Due to Medical Liability Constraints, the included services/contract above cannot be applied to men
- No medications that involve a need for a DEA number will be dispensed, available, or stored in the office (i.e. Narcotics, Benzodiazepines, Weight-loss medication, ADD medication, Sleep aids, Hypnotics, or Anti-Psychotic medication)
- No medications that Dr. Gaudry does not feel comfortable prescribing will be dispensed or available in the office (even if she can obtain the medication at wholesale prices)
- No compounded prescriptions or medications will be dispensed, available, compounded, made, or stored in the office.
- Visits to another physician that is covering for Dr. Gaudry when she is out of town or unavailable.
- Dr. Gaudry does not provide any obstetric (pregnancy-related) care except for surgical procedures and evaluation for miscarriage.
- Dr. Gaudry does not provide any abortion services of any kind whether it be surgically or medically induced.

What happens if I do not pay my monthly fees or if I cancel my Credit Card Payments without explanation or a termination letter?

Dr. Gaudry understands that Credit Cards have to be changed if stolen or lost. We will contact you if your payments have lapsed. You will have 60 days to re-instate your membership with full payment. If you do not attend to this, you will be discharged from the Medical Practice and cannot be re-instated without discussing the issue personally with Dr. Gaudry to rectify this problem and paying another non-refundable registration fee.

Surgery Fees

There is an additional fee for surgery in the hospital. The surgery itself, the pre-surgical visit, and ALL post-surgical visits are included in the surgical fee for surgery. Surgery in the hospital can only be performed on female patients.

Watch her Website: <https://www.menopausalmedicine.com> for more information.

Dr. Gaudry will send out emails periodically to let her patients know when she will be out of town and any information is felt to be important. You may opt-out of these emails at any time.

Family (Spouse and Dependents) and Employer Discounts

First Member:	\$3000/year or \$300/month
Second Member:	\$2000/year or \$200/month
Third Member:	\$1000/year or \$100/month
4 th or more Member:	\$1000/year or \$100/month

All Employees must provide proof of Employment. This should be an official pay-stub or a notarized statement from the employer of your employment.



Pamela Gallup Gaudry, MD, NCMP, FACOG
15 Lake Street
Suite 160
Savannah, GA 31411

Medicare Opt-Out Form
This must be filled out by all Medicare Patients

Private Contract

This agreement is between Pamela Gallup Gaudry, M.D., NCMP, FACOG whose principal place of business is 15 Lake Street, Suite 160, Savannah, Georgia, 31411 and

Beneficiary: _____
Who resides at: _____

Medicare ID #: _____

and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Physician has informed Beneficiary or his/her legal representative that Physician has opted out of the Medicare program effective on August 1, 2001 for a period of at least two years, to expire on July 31, 2003. The physician is not excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act.

Beneficiary or his/her legal representative agrees, understands and expressly acknowledges the following:

Initial all the following:

____ Beneficiary or his/her legal representative accepts full responsibility for payment of the physician's charge for all services furnished by the physician.

____ Beneficiary or his/her legal representative understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician.

_____ Beneficiary or his/her legal representative agrees not to submit a claim to Medicare or to ask the physician to submit a claim to Medicare.

Medicare Opt-Out form continued

_____ Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

_____ Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

_____ Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

_____ Beneficiary or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.

_____ Beneficiary or his/her legal representative acknowledges that a copy of this contract has been made available to him.

Executed on:

Date

By:

Beneficiary (or his/her legal representative)

And:

Pamela G. Gaudry, MD

Date



Pamela Gallup Gaudry, M.D., NCMP, FACOG

Patient Privacy Notice

The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC
15 Lake Street
Suite 160
Savannah, GA 31411

Your Information.

This notice describes how medical information about you may be used and disclosed and you can get access to this information.

Your Rights.

Our Responsibilities.

Please review it carefully.

Welcome to The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC. This notice explains how we fulfill our commitment to respect the privacy and confidentiality of your protected health information. This notice tells you about the ways we may use and share your protected health information, as well as the legal obligations we have regarding your protected health information. The Notice applies to all records held by The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC facility regardless of whether the record is written, computerized, or in any other form. We are required by law to make sure that information that identifies you is kept private and to make this Notice available to you.

YOUR RIGHTS

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of your paper or electronic medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you.. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Correct your paper or electronic medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communication

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit the information we share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.
- We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we have shared your information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will promptly provide you with a paper copy.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure that the person has this authority and can act for you before we take any action.

File a complaint if you believe your privacy rights have been violated

- You can complain if you feel that we have violated your rights by contacting us using the information in this notice.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to:

U.S. Department of Health and Human Services Office for Civil Rights
200 Independence Avenue, S.W.
Washington, D.C. 20201

Or by calling:

1-877-696-6775

or visiting <https://www.hhs.gov/civil-rights/filing-a-complaint/index.html>

- We will not retaliate against you for filing a complaint.

YOUR CHOICES

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us.

Tell us what you want to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us what to share.

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases, we never share your information unless you give us written permission.

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

OUR USES AND DISCLOSURES

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you. *Example: A doctor treating you for an injury asks another doctor about your overall health condition.*

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary. *Example: We use health information about you to manage your treatment and services.*

Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities. *Example: We give information about you to your health insurance plan so it will pay for your services.*

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information, see: HHS.GOV consumer home:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html>

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone's health or safety

Do research

- We can use or share your information for health research

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

- We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or a funeral director when the patient has died.

Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers' compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena

Electronic Access

The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC provides electronic access to your health information via Atlas electronic medical record's patient portal. A patient portal will be available in the future.

OUR RESPONSIBILITIES

We are required by law to maintain the privacy and security of your protected health information.

We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

We must follow the duties and privacy practices described in this notice and give you a copy of it. You will be asked to acknowledge that you received a copy of this privacy notice.

We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: HHS.GOV consumer notice

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html>

Changes to the Terms of this Notice

- We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

This notice is effective as of 11-06-2017 at 8:30 pm

This notice applies to The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC only.



Notice of Privacy Practices and Patient Acknowledgement

My Dear Patient,

The misuse of Personal Health Information (PHI) has been identified as a national problem causing patients inconvenience, aggravation, and money. We want you to know that all of our employees, managers, and doctors continually undergo training so that they may understand and comply with government rules and regulations regarding the Health Portability and Accountability Act (HIPAA) with particular emphasis on the "Privacy Rule." We strive to achieve the very highest standards of ethics and integrity when performing services to our patients.

It is our policy to properly determine appropriate use of PHI in accordance with the government rules, laws, and regulations. We want to ensure that our practice never contributes in any way to the growing problem of improper disclosure of PHI. As part of this plan, we have implemented a Compliance Program that we believe will help us prevent any inappropriate use of PHI.

It is our policy to listen to our employees and our patients without any thought of penalization if they feel that an event in any way compromises our policy of privacy and integrity. More so, we welcome your input regarding any service problem so that we may remedy the situation promptly.

Notice of Privacy

The Department of Health and Human Services has established a "Privacy Rule" to help insure that personal health care information is protected for privacy. The Privacy Rule provides standards for health care providers to follow when disclosing health information about the patient that is needed to carry out treatment, payment, or health care operations. As our patient, we want you to know that we respect the privacy of your personal medical records and will do all we can to secure and protect that privacy. We strive to always take reasonable precautions to protect your privacy. When it is appropriate and necessary, we provide the minimum necessary information to only those we feel are in need of your health care information. We want to provide health care that is in your best interest.

We also want you to know that we support your full access to your personal medical records. You may request restrictions pertaining to parties you do not want PHI released to. You will be asked to authorize release of PHI to any party that is directly connected to your treatment, payment, or health care operations. Due to the nature of our availability, some patients choose to send emails to Dr. Gaudry or her staff. E-mail is not a secure mode of communication, and we cannot guarantee the security of information sent via e-mail. We do offer a secure patient portal. Emergency messages should not be sent through either medium. If you have any questions, comments, or objections to the privacy policies on this form, please ask to speak with our HIPAA Privacy Officer (Pamela G. Gaudry, MD). You have the right to review our entire notice of privacy upon request. They are also available on our website: <https://www.menopausalmedicine.com>

Please sign this form to acknowledge that you have read this notice as well as our entire Notice of Privacy Policies.

Patient Name

Patient Signature

Date