

The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC



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 through its physician, Dr. Pamela G. Gaudry (Physician), 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 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.

Initials _____

The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC



- 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.
- This monthly fee is payable when you sign the Agreement and is due on the first business day of each month thereafter.
 - The Patient agrees that the required method of monthly payment shall be by automatic payment, through a debit or credit card.
 - If this Agreement is cancelled by either party before the Agreement ends, The Center will review and settle your account as follows:
 - 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.
- 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.
 - 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.

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- a. As such, THE PATIENT EXPRESSLY WAIVES THE PHYSICIAN'S OBLIGATION TO GUARANTEE CONFIDENTIALITY WITH RESPECT TO THE ABOVE MEANS 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.

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- 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.

Initials_____

The Georgia Center for Menopausal Medicine
and Direct Primary Care, LLC



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

The Georgia Center for Menopausal Medicine and Direct Primary Care, LLC



APPENDIX B

FEE ITEMIZATION

Enrollment Fee: \$200 (non-refundable fee)

The Patient must pay the enrollment fee and one month payment prior to your first appointment.

Monthly Payment \$100 per month (Credit or Debit Card)

Yearly Payment \$1000 per year (Credit or Debit Card)

Cost per visit in excess of 6 scheduled visits with the physician/year: \$50/visit

Should your membership lapse or be terminated, the enrollment fee must be paid again for membership to become active.

Cost of one-visit Menopausal Medicine Consultation or Annual Exam: \$300

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.

Minor Gynecologic Surgery \$200

- Uterine Dilatation 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 \$500

- Hysterectomy with or without removal of ovaries
- Anterior Bladder Repairs (Cystocele Repair)
- Posterior Rectal Repairs (Rectocele Repair)
- Anything that is surgically done in the abdomen **without** a laparoscope that involves an incision on the abdominal wall.

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APPENDIX C

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 \$100 per month (Credit or Debit Card)**
- Yearly Payment \$1000 per year (Credit or Debit Card)**

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

The Georgia Center for Menopausal Medicine
and Direct Primary Care, LLC

