



GUARDIAN PRIMARY CARE  
EMPOWERED IN CARE, EXCELLENCE IN HEALTH

## HIPAA Disclosure Information & Acknowledgement

A federal regulation known as the "HIPAA privacy rule" requires that we provide you a detailed notice in writing of the Guardian Primary Care privacy practices and patient rights. It also requires us to address any special needs. You may have to ensure your patient information is kept confidential. A copy of our privacy policy & HIPAA regulations can be found here:

### Notice of Privacy Practices

**Effective Date:** 12/30/2024

### Your Privacy Rights

We value your privacy and are committed to protecting your personal health information (PHI). This notice explains how we use and disclose your PHI, your rights regarding your PHI, and our responsibilities under federal law. This includes contact information, which will not be sold or distributed to external parties.

### How We May Use and Disclose Your PHI

1. **Treatment:** To provide, coordinate, or manage your healthcare, including sharing information with other healthcare providers.
2. **Payment:** To bill and collect payment for services rendered.
3. **Healthcare Operations:** For administrative purposes, quality assurance, and training.
4. **Required by Law:** To comply with legal or public health requirements.
5. **Other Uses:** With your written permission for non-standard purposes. You may revoke this permission at any time.

### Your Rights

1. **Access:** You can request a copy of your medical records.
2. **Amendments:** You may request corrections to your medical records.
3. **Confidential Communication:** Request how and where we contact you.
4. **Restrictions:** Request restrictions on how your PHI is used or disclosed.

5. **Disclosure Accounting:** Receive a list of disclosures made outside of treatment, payment, and operations.
6. **Complaints:** File a complaint if you believe your privacy rights have been violated. Complaints will not affect your care.

### **Our Responsibilities**

- Maintain the confidentiality of your PHI.
- Provide you with this notice of our legal duties and privacy practices.
- Notify you in case of a breach involving your PHI.

### **Student Addendum**

- I hereby authorize supervised medical and/or healthcare students to participate in my care. I recognize that I can refuse student participation in my care at any point in time.

### **Contact Us**

If you have questions or need to exercise your rights, please contact:

#### **Guardian Health**

2441 Myra Dr, Cape Girardeau, MO 63703

(573)-200-6143

gpcoffice@guardianprimary.com

To better serve you:

May we call and/or text to remind you of your appointment?

☐ Yes

☐ No

May we leave a message on your answering machine/voicemail?

☐ Yes

☐ No

May we leave the results of any diagnostic test on your answering machine/voicemail if you are not available?

☐ Yes

☐ No

May we call and/or text to request feedback, reviews, and share marketing/medical informational materials and promotions?

☐ Yes

☐ No

May we call your work with test results or other health-related issues?

Work number #: \_\_\_\_\_

Other than yourself, do you authorize Guardian Primary Care to discuss your health information and diagnostic tests with any other family member(s)?

If so, whom?

\_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

#### Minor Information

If I or another parent or legal guardian is unable to accompany the minor to Guardian Primary Care to obtain care, I authorize the following adult(s) to do so, and I authorize Guardian Primary Care providers and other staff members to discuss the minor's protected confidential health information with that adult

*\* the privacy law allow allows a parent to have access to the medical records about his or her child unless a court document states otherwise (i.e. termination of parental rights or emancipation).\**

**Print name of person(s) authorized to accompany minor to obtain care (if applicable).**

\_\_\_\_\_

\_\_\_\_\_

By signing below, you acknowledge that you have received and reviewed our Notice of Privacy Practices.

**Patient Name (Please Print):** \_\_\_\_\_

**Patient Signature: X** \_\_\_\_\_

**Legal Guardian Name (if applicable):** \_\_\_\_\_

**Legal Guardian Signature: X** \_\_\_\_\_

**Legal Guardian Relationship to Patient:** \_\_\_\_\_

**\*Date:** \_\_\_\_\_



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## Consent to Diagnose, Evaluate, Treat, & Access Health Records

### 1. Consent to Diagnose and Evaluate

I consent to allow the healthcare providers at **Guardian Primary Care** to perform evaluations, assessments, and diagnostic procedures as deemed medically necessary. I understand that this may include, but is not limited to:

- Obtaining a medical history.
- Conducting physical examinations.
- Ordering and interpreting laboratory tests, imaging studies, and other diagnostic measures.

I understand that all evaluations will be conducted in accordance with current medical standards and my provider's clinical judgment.

### 2. Consent to Treat

I authorize the providers at **Guardian Primary Care** to provide appropriate medical care, treatment, and procedures necessary for the diagnosis and management of my health conditions. I understand that:

- I have the right to be informed about the benefits, risks, and alternatives of proposed treatments or procedures.
- I have the right to decline any treatment or procedure and to seek further information before making a decision.

I acknowledge that medical care involves inherent risks, and no guarantees have been made regarding the outcomes of treatments or procedures.

### 3. Consent to Access and Use Health Records

I grant **Guardian Primary Care** permission to access, use, and maintain my health records for the purposes of:

- Providing continuity of care.
- Coordinating with other healthcare providers or facilities as necessary for my treatment.
- Complying with legal, insurance, or billing requirements.

I understand that my health information will be kept confidential in accordance with federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA).

#### **4. Authorization for Release of Information**

I understand that my healthcare information may be shared with:

- Insurance providers or third-party payers for billing and claims processing.
- Other healthcare entities for referral or coordination of care.
- Governmental or regulatory agencies, as required by law.

I acknowledge that I may revoke my consent for the use or disclosure of my health records at any time by providing written notice, except when such action has already been taken.

#### **5. Acknowledgment of Rights**

I acknowledge that I have the right to:

- Receive detailed explanations about my diagnosis and treatment options.
- Ask questions and seek additional opinions if needed.
- Review and request amendments to my health records, as permitted by law.

I hereby acknowledge that I have been offered a copy, informed of, and understand the Guardian Primary Care HIPAA notice of privacy practice and patient rights..

**Patient Name (Please Print):** \_\_\_\_\_

**Patient Signature: X**\_\_\_\_\_

**Legal Guardian Name (if applicable):** \_\_\_\_\_

**Legal Guardian Signature: X**\_\_\_\_\_

**Legal Guardian Relationship to Patient:** \_\_\_\_\_

**\*Date:** \_\_\_\_\_



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## Financial Agreement

### CONSENT TO BILL

I hereby consent to and authorize the administration and billing of all treatments that may be considered advisable or necessary in the judgment of my provider.

Guardian Primary Care does not deny any benefits or services because of race, color, national origin, age, gender, disability, religious or political beliefs. If you feel you may have been discriminated against, you may file a complaint of discrimination with the manager of this facility. You will not suffer any penalty for filing a complaint.

I understand that by assigning payment of authorized medical benefits, to include major medical benefits, to which I am entitled, to be made on my behalf to Guardian Primary Care for any services furnished to me by my practitioner. I authorize the release of medical information needed to determine these benefits payable to related services. I understand that I am financially responsible for all charges, whether or not paid by said insurance.

In addition, I agreed to pay any additional charges related to the cost of collection (including but not limited to collection, agency, fees, reasonable attorney fees, and court costs, not to exceed state limits of attorney fees), in the event that I fail to pay my bill.

### IF YOU HAVE MEDICAL INSURANCE

We will file claims with your medical insurance company for the services that are provided by our office. We are eager to help you receive your maximum allowable benefits, but to achieve this goal, we need your assistance and understanding of our payment policy.

You'll be asked to update your personal and insurance information periodically, including providing our office with copies of your insurance card. Please ensure that the information that is provided to our office on the patient information form is accurate and current. If there is a change and insurance information, please let us know immediately.

For a list of all insurances we accept, please visit:

<https://www.guardianprimary.com/accepted-payment-methods>

**Please note:** While we accept many major insurance plans, some sub-policies within those plans may not be in-network with our clinic.

- If your sub-policy is out-of-network *but* includes out-of-network benefits, we will bill your insurance according to their guidelines.
- If your sub-policy is out-of-network *and* does **not** include out-of-network benefits, you will be billed per your insurance's policies & guidelines.

***If the patient is insured, please note that in order for us to provide a proper estimate of the cost to the patient with respect to their insurance benefits, we ask that insurance information be provided at a minimum of 24 business hours prior to the patient's visit to our billing team.***

Eligibility checks will be run on the patient's insurance. Based on the results of the eligibility check, Guardian Primary Care reserves the right to accept or deny the patient's insurance prior to the visit. This decision must be clearly communicated to the patient prior to any services rendered and/or bills incurred. This decision will be made without discrimination or prejudice.

If the patient's insurance requires a referral, authorization, and/or pre-authorization in order to cover any services rendered, it is the patient's full responsibility to obtain this prior to the visit. In the event the referral, authorization, and/or pre-authorization are not obtained and provided to the Guardian Primary Care billing team at least 24 hours before the scheduled appointment time, Guardian Primary Care reserves the right to reject the patient's insurance prior to any services rendered. This decision must be clearly communicated to the patient prior to any services rendered and/or bills incurred.

These financial clauses, under no circumstances, may be used to entice the patient not to use their insurance, nor breach any contractual clauses between the patient, Guardian Primary Care, and the patient's insurance. Guardian Primary Care upholds the following financial standards:

- To assist patients in maximizing their insurance benefits to the greatest extent which Guardian Primary Care
- To alleviate patient financial burden wherever possible
- To practice fair and consistent billing practices in their encounters with all patients and payers.

IF YOU ELECT TO USE YOUR INSURANCE, YOU ACKNOWLEDGE THAT YOU WILL OPT OUT OF ALL SELF-PAY & GUARDIAN MEMBERSHIP PROGRAMS FOR AT LEAST XI YEAR FROM WHEN THIS CONTRACT IS SIGNED. AT ONE FROM WHEN THIS CONSENT FORM IS SIGNED, PATIENTS WILL HAVE THE OPTION TO REVIEW THEIR CONTRACT. INSURANCE CONTRACTS ALWAYS TAKE PRECEDENCE. IF THE CONTRACT WITH THE CLINIC & PATIENT ALLOWS,



AFTER CAREFUL REVIEW, THE PATIENT MAY SWITCH TO SELF-PAY OR GUARDIAN MEMBERSHIP, SHOULD THEY CHOOSE, AT WHICH ALL APPLICABLE PROGRAM RULES FOR THESE RESPECTIVE PROGRAMS APPLY. IF THE PATIENT ELECTS NOT TO REVIEW THEIR CONSENT FORM, THEN THEY WILL BE ASSUMED TO BE COVERED BY INSURANCES & TREATED AS SUCH, AS THIS AGREEMENT WILL AUTOMATICALLY RENEW.

Guardian Membership & Self Pay

**\*See Appendix A for Self-Pay Rates**

**\*See Appendix B for Guardian Membership Rates\***

Self-pay rates are carefully calculated based on the Center for Medicare & Medicaid Services (CMS) Guidelines for Medicare beneficiaries and fair market rates for the region the clinic is located. Guardian Primary Care reserves the right to distribute discounts and financial assistance at the sole discretion of Guardian Primary Care. Guardian Primary Care reserves the right to increase or decrease these rates at any point in time.

**\*IF YOU ARE USING INSURANCE, SKIP THIS SECTION\***

## Guardian Direct Membership Program Agreement Clause

### 1. Membership Term & Renewal

The Guardian Direct Membership (“Membership”) is a voluntary program providing patients with direct access to primary care services at Guardian Primary Care.

Membership is established for a **minimum commitment of twelve (12) months** from the effective date of enrollment (“Initial Term”). At the conclusion of the Initial Term, the Member may elect to:

- a) renew for an additional one-year term, or
- b) discontinue Membership and return to traditional insurance-based billing, if permitted by their insurance policy and in compliance with applicable contracts.

### 2. Membership Fees & Billing

Membership fees are billed on a **recurring monthly basis** to the payment method provided at the time of enrollment. Payments are due on the first (1st) day of each billing period and are **non-refundable** except as required by law.

- Late or declined payments not resolved within ten (10) days may result in suspension or termination of membership.
- Guardian Primary Care reserves the right to adjust Membership rates with at least **thirty (30) days’ written notice** before renewal.

### 3. Insurance & Regulatory Compliance

Guardian Primary Care is a preferred in-network provider for **Medicare, Medicaid, and most major insurance carriers**. Participation in the Guardian Direct Membership does **not replace or interfere with insurance coverage**.

- Members retain the right to use their insurance benefits for any covered services, prescriptions, labs, imaging, or specialist care.
- Guardian Primary Care does **not discourage or induce patients** to forego the use of their insurance benefits.
- Members may, at any time after the Initial Term, elect to transition back to insurance-based billing if consistent with Guardian’s insurance contracts and applicable laws.

- Guardian Primary Care honors all existing payer agreements and remains fully compliant with state and federal regulations, including CMS and insurance contract requirements.
- Patient may have Membership OR use their Insurance. They may not apply for both. If they elect to use insurance for a visit, then their insurance will determine the patient-responsible balance per the contract.
- If the patient decides to switch back to their insurance at any time, then their membership is immediately terminated. Membership fees will be retained by Guardian Primary Care & will not credit towards the visit.

#### 4. Scope of Services

The Membership covers the services listed under Guardian Primary Care's current Membership Plan and Fee Schedule. Certain services, such as outside laboratory testing, imaging, referrals, or specialist visits, may incur additional costs not included in Membership fees. Guardian will make all reasonable efforts to disclose such costs in advance. When referring to external providers, labs, imaging centers, or healthcare facilities, Guardian has no control over pricing & business structure. However, Guardian will do its best to remain mindful of the patient's financial status.

#### 5. Cancellation & Termination

- Members may cancel the Membership at any time after completing the Initial Term by providing **thirty (30) days' written notice**.
- Guardian Primary Care reserves the right to terminate Membership in cases of non-payment, misuse of services, or behavior that jeopardizes patient or staff safety.
- Upon termination, patients may continue care under traditional insurance billing if applicable and permitted by their patient contract & policies & guidelines of their insurance agreement.
- Guardian cannot & will not retroactively apply membership fees for insured patients.

#### 6. Acknowledgment

By enrolling in the Guardian Direct Membership Program, the Member acknowledges and agrees that:

- This is **not an insurance plan** and does not satisfy requirements for health coverage under federal or state law.
- Membership provides **direct access to primary care services only** at Guardian Primary Care.

- The Member is responsible for all other healthcare costs not included under this program.
- The Member has been informed of the option to use insurance for covered services and voluntarily chooses to participate in the Membership Program.
- Guardian in no-way entices patients not to use their insurance & in fact, strongly encourages utilizations of insurance where applicable. Guardian strongly supports the insurance networks for which it is contracted & is happy to direct patients to insurance resources upon request.
- This Membership is only for patients who independently elect not to carry or utilize their insurance under the stipulations of their insurance contract & respective patient rights.

\*BY SIGNING BELOW, I ACKNOWLEDGE I HAVE READ & ACCEPTED THIS FORM

Patient Name (Please Print): \_\_\_\_\_

Patient Signature: X\_\_\_\_\_

Legal Guardian Name (if applicable): \_\_\_\_\_

Legal Guardian Signature: X\_\_\_\_\_

Legal Guardian Relationship to Patient: \_\_\_\_\_

\*Date: \_\_\_\_\_

**\*END OF SECTION. IF YOU ARE USING INSURANCE, PLEASE RESUME COMPLETION OF CONSENT FORM STARTING BELOW.\***

### PAYMENT FOR SERVICES

All due balances, including copayment, deductibles, and coinsurance amounts, are due at the time of services are rendered unless payment arrangements have been approved in advance by our office. Self-pay patients are required to pay their balance before their visit and/or before receiving any Guardian Primary Care services. We accept cash, checks, debit, MasterCard, Visa, Discover, and American Express. Our failure to collect these amounts may be a violation of our contract with your insurance company. In addition, your failure to pay the required amount is a violation of your financial responsibility for coverage. Your insurance is a contract between you, your employer (if applicable), and the insurance company. We must emphasize that as medical care providers, our relationship is with you, not your insurance company.

### No-Show Policy

In the interest of ensuring continued accessibility to care on behalf of the general public, Guardian Primary Care reserves the right to charge a \$40 fee for all no-call no-show appointments and all appointments that are rescheduled within 24 hours of the appointment time. This is applied indiscriminately. Please note this fee is subject to change & may be updated periodically. For the latest charge, please contact our office. This fee will be charged as applicable by the Guardian Primary Care team as they see appropriate in a non-discriminatory manner.

### Non-Discrimination Policy

Guardian Primary Care is committed to providing equitable and inclusive care to all patients. We strictly prohibit discrimination or harassment based on race, color, national origin, age, disability, sex, gender identity, sexual orientation, religion, socioeconomic status, or any other characteristic protected by applicable law.

We aim to create a welcoming environment where all patients feel respected, valued, and supported in their healthcare journey.

### **Reporting Concerns**

If you believe you have experienced discrimination or harassment during your care at Guardian Primary Care, you are encouraged to report your concerns. Please contact:

#### **Clinic Management:**

Phone: (573)-200-6143

Email: [gpcoffice@guardianprimary.com](mailto:gpcoffice@guardianprimary.com)

Mail: 2441 Myra Dr, Cape Girardeau, MO 63703

#### **State or Federal Reporting:**

- **Office for Civil Rights (OCR), U.S. Department of Health & Human Services (HHS):**  
Phone: 1-800-368-1019  
TTY: 1-800-537-7697  
Online Complaint Portal: <https://ocrportal.hhs.gov>

We take all concerns seriously and will respond promptly to address and resolve issues. Retaliation against any individual who raises concerns about discrimination is strictly prohibited.

### **Acknowledgment**

By signing this consent form, I acknowledge that I have read and understand the Non-Discrimination Policy. I understand my rights and the steps I can take if I believe I have been discriminated against. Guardian Primary Care upholds statutes included in the **Civil Rights Act**, the **Americans with Disabilities Act (ADA)**, and Section 1557 of the Affordable Care Act.

### **Right to Send Patients to Collections**

Guardian Primary Care is committed to providing quality healthcare services while maintaining a fair and transparent billing process. Patients are responsible for paying all fees associated with their care, including co-pays, deductibles, and any remaining balances not covered by insurance.

If a patient fails to pay their balance after reasonable attempts at communication and resolution, Guardian Primary Care reserves the right to send the account to a third-party collection agency. This step will only be taken after:

- Multiple billing statements and reminders have been issued.
- Efforts to set up a payment plan or alternative arrangements have been offered but not fulfilled.

Patients are encouraged to contact our billing office to discuss any financial concerns or to request payment plan options to avoid this outcome.

### **Billing Team Contact:**

Phone: (573)-200-6143

Email: [billing@guardianprimary.com](mailto:billing@guardianprimary.com)

### **Right to Dismiss Patients from the Practice**

Guardian Primary Care reserves the right to dismiss patients indiscriminately from the practice in specific situations where maintaining a professional and safe environment for all patients and staff is no longer feasible. Grounds for dismissal include, but are not limited to:

- Repeated failure to attend scheduled appointments without proper cancellation (no-shows).
- Non-compliance with agreed-upon treatment plans or failure to follow medical advice.
- Threatening, abusive, or disruptive behavior towards staff, providers, or other patients.
- Providing false or fraudulent information during the registration or billing process.
- Persistent failure to fulfill financial obligations despite reasonable attempts at resolution.

Dismissal from the practice will be communicated in writing and will include information on how to transfer medical records to another provider. Guardian Primary Care is committed to ensuring continuity of care and will provide support in facilitating the transition.

These policies are applied equitably and will not be influenced by any characteristic protected under the Non-Discrimination Policy.

What is considered a No-call, no-show (no-show)?

- Patients who are at least 15 minutes late to their appointment without 24 24-hour notice may be considered a no-call no-show at the discretion of the clinic.
- Patients who cancel their appointment with less than 24 hours' notice will be considered a no-call no-show at the discretion of the clinic
- \*The clinic retains the right to apply a \$40 charge directly to the patient for any no-call, no-show appointment at its discretion.\*

#### GENERAL

We realize that temporary financial problems may affect the timely payment of your account. If such problems do arise, we encourage you to contact our office promptly at (573)-200-6143 to assist in the management of your account.

\*You may have laboratory or diagnostic imaging services ordered at the time of your visit. The fees for the services are not included in your clinic visit or co-pay. This is a notice to you as a patient that our clinic will separately bill for all tests and lab work performed by Guardian Primary Care. You may receive a separate charger billing for the lab and imaging services you receive, which may result in a higher out-of-pocket expense. If you plan to utilize an outside laboratory service in order to receive maximum allowable benefits through the insurance company, please notify our office staff. Please note that Guardian Primary Care has no control over billings for services of organizations outside of Guardian Primary Care.

We are committed to providing you with the best possible care. If you have any questions about the above information or any uncertainty regarding insurance coverage, please do not hesitate to ask us. Thank you.

## **DISCLAIMERS**

*PATIENTS SHOULD BE AWARE THAT IF THEY HAVE ANY HEALTHCARE SERVICES PROVIDED OUTSIDE OF THE GUARDIAN PRIMARY CARE ORGANIZATION, REGARDLESS OF WHETHER THEY WERE REFERRED BY THEIR PROVIDER, THEY WILL BE SUBJECT TO CHARGES CONGRUENT WITH THE RESPECTIVE ORGANIZATION'S BILLING POLICIES & PROCEDURES, WHICH MAY INCLUDE TRADITIONAL INSURANCE & CASH-BASED FEE SYSTEMS.*

- *Example 1: Guardian Provider sends labs to another facility for processing may be subject to additional charges.*
- *Example 2: Guardian Provider refers the patient to a Provider at another facility. Patient will be subject to charges congruent with the Provider to whom they were referred to's organizational billing policies..*

## **Payment Options, Insurance Information, and Privacy Protection at Guardian Health**

At **Guardian Health**, we are committed to providing quality, accessible, and affordable care to our patients. We offer a range of payment options, including **cash payments, health savings plans**, and a variety of insurance plans.

Guardian Primary Care is in-network with all the major local insurance providers in the Southeast Missouri region. We diligently work to bring our patients **more affordable and convenient care**. WE DO ACCEPT ALL INSURANCES & can bill out-of-network insurances. However, since we may not have contracts with these insurers, we cannot attest to coverage. Regardless of whether we are in-network or out-of-network, we will bill your insurance upon your request. *(Disclaimer: It is important to note that if the patient has insurance, then their agreement is between them & their insurance company, which is a separate organization from your healthcare Provider.)* Please view the next section titled "Insurance Networking Status" for a list of in-network insurances & those with which we are actively working to negotiate contracts.

## **Legal Compliance: Sunshine Act, FTC, and False Claims Act**

### **Health Sharing Plans**

We are happy to work with **health sharing plans**; however, please note that **health sharing plans are not subject to the same regulations** as traditional insurance. If your health sharing plan does not cover your bill, **you will be responsible for the remaining balance**.

### **Usual, Customary, and Reasonable Charges**



In compliance with **dual fee laws**, we must charge **usual, customary, and reasonable (UCR)** rates for your geographic area, similar to the rates we charge insurance companies under our contracts. We reference the **CMS Physician Fee Schedule**, which you can review [here](#), in conjunction with our negotiated insurance contracts to calculate these charges. At Guardian Primary Care, we do NOT practice balance billing, meaning that the patient will never be charged the difference between what the patient's insurance was billed & what the insurance paid.

For **out-of-network insurance** patients, please note that we may bill your insurance, but we cannot guarantee coverage, and patients will be responsible for all services that are not covered by their policy. **Balance billing**, where patients are charged the difference between what we bill and what the insurance pays, is NOT practiced at our clinic.

## Transparency and the "No Surprises Act"

We adhere to the **No Surprises Act**, which allows patients to request a **transparent cost estimate** for services before their visit. Please note that this may extend your visit time, and in some cases, we may need additional time to provide a detailed cost estimate.

For **cash payment estimates**, we recommend referring to the **CMS Physician Fee Schedule**. Additionally, under the **Budget Reconciliation Act**, if you are seen by a **nurse practitioner**, your charges will be **85% of the standard rate**.

## Patient Rights and Fair Billing Practices

At Guardian Health, we believe in providing **fair, accessible, and affordable care**. You have the right to choose your healthcare provider under the **Affordable Care Act**, and if you are receiving care from a nurse practitioner, you can request to be referred to a physician under the **Missouri Nursing Practice Act** and the **Collaborative Practice Agreement Statute**.

## Privacy Protection and Compliance

We strongly advocate for the protection of your **private health and financial data**. Our clinic is strictly **HIPAA compliant**, ensuring that all patient information is kept confidential and secure.

We also adhere to **state price transparency laws**, ensuring that patients are fully informed about the cost of their care. Additionally, we comply with **local, state, and federal regulations** when referring patients for specialized services.

We strictly adhere to the **Sunshine Act** (42 U.S.C. § 1320a-7h), which requires transparency regarding any financial relationships between healthcare providers and medical

manufacturers. This law ensures that providers remain unbiased when making care recommendations.

In compliance with **Federal Trade Commission (FTC) regulations**, we follow strict **debt collection** guidelines that protect patients from unfair or deceptive practices. The **False Claims Act** (31 U.S.C. §§ 3729–3733) also plays a key role in our operations, ensuring that **billing and claims submitted to insurance companies are truthful and accurate**. This law holds healthcare providers accountable for any false or fraudulent claims submitted for reimbursement, protecting both the government and patients from financial misconduct.

Debt is collected from patients in a non-discriminatory manner throughout all workflow processes, including escalation to collection agencies.

## Upholding Christian Values and Staying Current

At Guardian Health, we are committed to upholding **Christian values** in all of our billing practices. We will continue to stay **up-to-date** on all relevant healthcare regulations and statutes to ensure our practices are in full compliance with federal and state laws. We believe in providing compassionate, honest, and transparent care to every patient who walks through our doors.

### Citations for Reference:

- **Sunshine Act:** 42 U.S.C. §1320a-7h.
- **Dual Fee Laws and UCR Rates:** [CMS Physician Fee Schedule](#).
- **Anti-Kickback Statute:** 42 U.S.C. §1320a-7b(b).
- **Stark Law:** 42 U.S.C. §1395nn.
- **False Claims Act:** 31 U.S.C. §§ 3729–3733.
- **FTC Regulations:** Fair Debt Collection Practices Act (FDCPA).
- **Budget Reconciliation Act:** 42 U.S.C. §1395l(a)(l).
- **Affordable Care Act:** 42 U.S.C. §18001.
- **Missouri Nursing Practice Act:** RSMo 335.016.
- **Collaborative Practice Agreement Statute:** RSMo 334.104.
- **No Surprises Act:** H.R.133 - Consolidated Appropriations Act, 2021.
- **HITECH Act:** [42 U.S. Code Chapter 156 - Health Information Technology](#)

\*BY SIGNING BELOW, I ACKNOWLEDGE I HAVE READ & ACCEPTED THIS FORM

Patient Name (Please Print): \_\_\_\_\_

Patient Signature: X\_\_\_\_\_

Legal Guardian Name (if applicable): \_\_\_\_\_

Legal Guardian Signature: X\_\_\_\_\_

Legal Guardian Relationship to Patient: \_\_\_\_\_

\*Date: \_\_\_\_\_



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### Additional Disclaimers

- **Informed Consent for Telehealth Services**

I consent to receiving medical care via telehealth. I understand that telehealth involves the use of secure technology for diagnosis and treatment and that certain limitations apply. I acknowledge that I may opt for in-person care at any time if deemed clinically appropriate.

- **Electronic Communication Disclaimer**

I understand that email, voicemail, and text communications may not be entirely secure if sent through a medium that is not directly managed by Guardian Primary Care, and I consent to the use of these methods for communicating appointment reminders, test results, and other health-related matters, as per my indicated preferences.

- **Patient Discharge Policy**

Guardian Primary Care reserves the right to terminate the patient-provider relationship for reasons including but not limited to non-payment, repeated missed appointments, or non-compliance with treatment recommendations. Advance notice will be provided when applicable.

- **HIPAA and Data Breach Notification**

In compliance with HIPAA regulations, Guardian Primary Care will notify patients promptly in the event of a breach involving protected health information, including the nature of the breach and steps taken to mitigate risk.

- **Acknowledgment of Policies**

By signing below, I confirm that I have read, understand, and agree to the terms outlined in this document, including the clinic's financial policies, privacy practices, and consent to treatment.

- **Patient Rights Regarding Provider Licenses, Certifications, and Access to Physician Care**

1. **Access to Licenses and Certifications**

Patients have the right to request a copy of the licenses and certifications of their healthcare provider and, where applicable, their provider's collaborating physician. Guardian Primary Care is committed to transparency and will provide this information upon written or verbal request.

2. **Access to a Physician**

Patients receiving care from an advanced practice provider (e.g., Nurse

Practitioner or Physician Assistant) have the right to request an appointment or consultation with a physician. Guardian Primary Care will facilitate such requests in accordance with availability and the patient's specific medical needs.

- **Right to Seek Financial Assistance**
  - It is the responsibility of the patient to request financial assistance as applicable. Patients must contact their Provider's clinic if they wish to apply for these programs.
  - Guardian Primary Care does offer financing & financial assistance resources for patients upon request through their various partnerships. All patients have the right to apply for these as they deem fit.
- **Periodic Updates to Policies and Procedures**

*Guardian Primary Care is committed to maintaining up-to-date policies, procedures, and standards of care to ensure the highest quality healthcare services. Patients are advised that:*

1. Policies and procedures may be updated periodically to reflect changes in healthcare laws, regulations, or practice standards.
2. Updated policies will be made available upon request and communicated to patients as necessary, especially when updates may directly impact their care or financial responsibilities.
3. It is the responsibility of the patient to review these updates and seek clarification if needed.

\*BY SIGNING BELOW, I ACKNOWLEDGE I HAVE READ & ACCEPTED THIS FORM

**Patient Name (Please Print):** \_\_\_\_\_

**Patient Signature: X**\_\_\_\_\_

**Legal Guardian Name (if applicable):** \_\_\_\_\_

**Legal Guardian Signature: X**\_\_\_\_\_

**Legal Guardian Relationship to Patient:** \_\_\_\_\_

**\*Date:** \_\_\_\_\_



GUARDIAN PRIMARY CARE  
EMPOWERED IN CARE, EXCELLENCE IN HEALTH

## Patient Rights and Privacy Practices

At **Guardian Primary Care**, protecting patient privacy and maintaining the confidentiality of health information is a cornerstone of our practice. This privacy policy outlines how we collect, use, and safeguard protected health information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

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### Collection of Patient Information

We collect PHI for the purpose of providing high-quality healthcare services. Information collected may include, but is not limited to:

- Demographic details (name, date of birth, address, contact information).
  - Medical history, diagnoses, treatment plans, and test results.
  - Payment information, including insurance details and billing records.
  - Information shared with us through secure communications (e.g., patient portal or email).
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### Use and Disclosure of PHI

PHI is used or disclosed only for purposes permitted by HIPAA, which include:

1. **Treatment:** Sharing information with other healthcare providers to coordinate care, including referrals to specialists.
2. **Payment:** Communicating with insurance companies to verify coverage, process claims, or determine eligibility for benefits.
3. **Healthcare Operations:** Using data to improve service quality, conduct audits, and ensure compliance with regulatory standards.

Guardian Primary Care strictly adheres to the *minimum necessary rule*, accessing only the amount of information needed to fulfill the intended purpose.

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## Patient Rights

Patients are entitled to:

- **Access to Records:** Request copies of their medical records.
- **Amendments:** Request corrections to inaccurate or incomplete information.
- **Restrictions:** Limit the sharing of PHI with specific parties.
- **Confidential Communications:** Request that communications be sent to an alternative location or via specific methods.
- **Accounting of Disclosures:** Receive a report detailing instances where their PHI was disclosed outside routine treatment, payment, or operations.

All requests can be submitted to our office, and we will respond in accordance with HIPAA guidelines.

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## Data Protection Measures

Guardian Primary Care employs robust safeguards to ensure PHI is secure:

- **Administrative Safeguards:** Training staff on HIPAA policies, regular audits, and maintaining updated privacy practices.
  - **Physical Safeguards:** Securing files in locked cabinets and restricting office access to authorized personnel.
  - **Technical Safeguards:** Using encrypted electronic health record (EHR) systems, secure email communications, and multi-factor authentication for patient portal access.
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## Third-Party Access

We may collaborate with business associates (e.g., billing services, transcription companies) who require access to PHI to perform essential services. All business associates are bound by HIPAA regulations and must sign agreements ensuring data protection.

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## Compliance with HIPAA

HIPAA sets the standard for protecting PHI, and Guardian Primary Care integrates these rules into every aspect of its operations:

- **Privacy Rule Compliance:** Ensuring patients have control over their information while using it responsibly for care delivery.
- **Security Rule Compliance:** Protecting electronic PHI through rigorous cybersecurity measures.
- **Breach Notification Rule Compliance:** Notifying patients promptly in the unlikely event of a breach involving their information.

We routinely assess our policies to stay updated with any changes in federal or state privacy laws.

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## Marketing and Fundraising Practices

Guardian Primary Care does not sell PHI or use it for marketing without explicit patient consent. Any communication involving health-related products or services will only occur in compliance with HIPAA regulations.

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## Concerns or Complaints

Patients with questions about our privacy practices or concerns about their PHI may contact our **Privacy Officer** directly. Additionally, patients retain the right to file a complaint with the Office for Civil Rights (OCR) if they believe their privacy rights have been violated.

Contact Information for Privacy Inquiries:

Guardian Primary Care

Privacy Officer: Preston Holifield

Phone: (573)-200-6143

Email: [gpcoffice@guardianprimary.com](mailto:gpcoffice@guardianprimary.com)

Address: 2441 Myra Dr, Cape Girardeau, MO 63703

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## Policy Updates

This policy may be updated periodically to reflect changes in laws or internal practices. We will notify patients of any significant updates through our website and office communications.

By intertwining our privacy policy with HIPAA regulations, Guardian Primary Care ensures every patient's trust, security, and autonomy are respected at every step of their healthcare journey.

At Guardian Primary Care, we Maintain Strict Compliance with all Applicable State & Federal Legislation including HIPAA Regulations. **Full HIPAA Legislative Statute Text can be Found Here** <https://www.congress.gov/bill/104th-congress/house-bill/3103/text>

\*BY SIGNING BELOW, I ACKNOWLEDGE I HAVE READ & ACCEPTED THIS FORM

Patient Name (Please Print): \_\_\_\_\_

Patient Signature: X\_\_\_\_\_

Legal Guardian Name (if applicable): \_\_\_\_\_

Legal Guardian Signature: X\_\_\_\_\_

Legal Guardian Relationship to Patient: \_\_\_\_\_

\*Date: \_\_\_\_\_

**\*Signature Pages End\***  
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## Appendix A

### Guardian Primary Care – Self-Pay Fee Schedule

**Effective:** October 2025

**Disclaimer:** Guardian Primary Care reserves the right to adjust prices at any time. Prices listed represent full self-pay charges. Active members receive up to **50% discounted rates** under Guardian's membership program. The purposes of disclosing these fees is in the spirit of transparency & is in no-way intended to entice or encourage patients not to use their insurance. Utilization of insurance benefits is highly encouraged at Guardian Primary Care.

#### Evaluation & Management (Office Visits)

CPT	Description	Updated Self-Pay Rate (USD)
99202	Office visit, new patient, 15 min	\$175
99203	Office visit, new patient, 30 min	\$250
99204	Office visit, new patient, 45 min	\$350
99205	Office visit, new patient, 60 min	\$450
99212	Office visit, established patient, 10 min	\$125

99213	Office visit, established patient, 20 min	<b>\$175</b>
99214	Office visit, established patient, 30 min	<b>\$250</b>
99215	Office visit, established patient, 40 min	<b>\$300</b>
99384	Preventive visit, new patient (12–17 years)	<b>\$225</b>

#### Telehealth / Digital / Phone Visits

<b>CPT</b>	<b>Description</b>	<b>Updated Self-Pay Rate (USD)</b>
98002	Telehealth visit, new patient, 45 min	<b>\$225</b>
98012	Audio-only established patient	<b>\$125</b>
99423	Online digital E/M, 21+ minutes	<b>\$125</b>

99441	Telephone E/M, 5–10 minutes	\$100
99442	Telephone E/M, 11–20 minutes	\$150

### Procedures & Treatments

CPT	Description	Updated Self-Pay Rate (USD)
96372	Therapeutic injection (IM/SQ)	\$75
97597	Debridement, devitalized tissue	\$250
12001	Simple wound repair, ≤2.5 cm	\$400
12002	Simple wound repair, 2.6–7.5 cm	\$500
12004	Simple wound repair, 7.6–12.5 cm	\$600
12005	Simple wound repair, 12.6–20 cm	\$700

9464 0	Inhalation treatment (neb, bronchodilator)	\$100
9940 6	Smoking cessation, 3–10 min	\$100
9940 7	Smoking cessation, >10 min	\$150

### Labs & Diagnostic Tests

CPT	Description	Updated Self-Pay Rate (USD)
8100 3	Urinalysis, automated (no microscopy)	\$50
8102 5	Urine pregnancy test	\$60
8303 6	Hemoglobin A1c	\$60
8630 8	Mononucleosis test	\$50

87635	COVID-19 PCR test	\$200
87636	Influenza A & B, same specimen	\$175
93000	Electrocardiogram (12-lead)	\$125
94010	Spirometry, complete	\$150

### Oxygen Therapy / Supplies

CPT	Description	Updated Self-Pay Rate (USD)
A4575	Disposable oxygen supply (mask/tubing)	\$150
EO424	Stationary compressed gaseous O <sub>2</sub> system	\$250
GO237	Therapeutic O <sub>2</sub> delivery procedure	\$150

### COVID Testing (High-Throughput / Rapid PCR)

CPT	Description	Updated Self-Pay Rate (USD)
U0003	COVID-19 PCR, high-throughput	\$200
U0004	COVID-19 rapid PCR	\$250

**Sources:**

- Centers for Medicare & Medicaid Services (CMS) Physician Fee Schedule  
[Centers for Medicare & Medicaid Services](#)
- Missouri Medicaid Fee Schedules [WPSGHA+ICenters for Medicare & Medicaid Services+I](#)



## Appendix B

### Guardian Membership Fees

*Updated: 10.9.25*

**Membership Model:** Payment model where patients pay a flat monthly or annual fee directly to their Provider

**Insurance-Based:** Patients carry insurance & visit is billed per insurance contracts

*\*Of Note: Patients must select one model & sign a contract agreeing to the terms for the agreed-upon period of time listed in the contract. Benefits & balances do not carry over between plans. Insurance contracts & agreements are upheld & honored by Guardian at all times.*

Guardian Primary Care – Membership Model

**Accessible. Transparent. Personalized.**

Our Memberships make high-quality healthcare simple, affordable, and relationship-driven — no hassles, no hidden fees.

#### Membership Pricing

Age Group	Monthly Fee	Annual (Prepaid) Discount	Includes
Adults (18–64 years)	\$85/month	\$925/year (save \$95)	All Guardian Membership Perks & Benefits (see below).
Seniors (65+ years)	\$70/month	\$760/year (save \$80)	All Guardian Membership Perks & Benefits (see below). <i>We proudly offer our senior discount to help keep your health and budget strong.</i>
Children (0–17 years)	\$40/month	\$430/year (save \$50)	All Guardian Membership Perks & Benefits (see below). <i>Must have one parent or guardian enrolled. Includes annual and sports physicals.</i>

<b>Virtual-Only Access</b>	<b>\$40/month</b>	<b>\$430/year</b> (save \$50)	For those who prefer virtual visits only — includes telehealth consultations, chronic care management, acute visits, and prescription refills.
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### Discounted Membership Bundles

<b>Membership Type</b>	<b>Monthly Fee</b>	<b>Annual (Prepaid) Discount</b>
<b>Couple (2 Adults)</b>	<b>\$150/month</b>	<b>\$1,620/year</b> (save \$180)
<b>Family (2 Adults + up to 2 Children)</b>	<b>\$210/month</b>	<b>\$2,250/year</b> (save \$270)
<b>Each Additional Child</b>	<b>+\$30/month</b>	<b>+\$320/year</b>

### Enrollment Fees

<b>Type</b>	<b>Fee</b>
<b>Initial Enrollment (one-time)</b>	<b>\$25 per member</b>
<b>Re-enrollment (after cancellation)</b>	<b>\$200 per member</b>

### Included Services

- Unlimited office visits (no copays)
- Direct text/email/patient portal access to your provider & medical records
- Annual physicals & sports physicals
- Chronic disease management
- Same- or next-day sick visits
- Basic in-office procedures (I&D, cryotherapy, wound care, etc.)
- Medication management
- Preventive and wellness visits

**Labs, imaging, and medications** are available at affordable cash pricing through our vast network of resources, only available at Guardian Primary Care.

## How It Works

1. **Join online or in clinic** — enroll yourself or your family.
2. **Pay monthly or annually** — choose the plan that fits best.
3. **Get direct access** to your provider by phone, text, patient portal, or in-person visits whenever you need care.

## The Guardian Direct Membership

***Affordable. Accessible. Transparent.***

At Guardian Primary Care, we believe healthcare should be simple, personal, and stress-free.

Our **Guardian Direct Membership** offers everything you need to stay healthy — with no hidden fees, no surprise bills, and no barriers to care.

### Guardian Benefits & Perks

**One simple monthly payment** — no insurance hassles, no hidden costs.

**Plans starting as low as \$40/month**

**\$25 enrollment fee waived** with a licensed provider referral

### What's Included

- **Unlimited office visits** — come as often as you need, when you need
- **Same- or next-day sick visits** for when life happens
- **Direct text, email, or portal access** to your provider & medical records
- **Annual wellness & sports physicals** included
- **Chronic disease management** for conditions like diabetes, hypertension, asthma, and more
- **Basic in-office procedures** (I&D, cryotherapy, wound care, abscess drainage, skin lesion removal, etc.)
- **Medication management & refills** made easy
- **Access to our robust specialist network** for coordinated, seamless care
- **Preventive screenings & labs** at deeply discounted cash prices

- **Virtual visits** for convenience when you can't make it in
- **Personalized care planning** — because your health journey is unique
- **Family-friendly options** to keep care affordable for everyone in your home

## Why Our Members Love It

- Transparent, up-front pricing
- No hidden fees
- Continuity of care with the same trusted provider
- Real relationships — not rushed visits
- A membership built around your health

## Membership vs. Self-Pay Benefits

- **Unlimited visits** and direct provider access.
- **Preventive care, chronic disease management, and minor procedures** are included.
- **Substantial savings** compared to paying per visit or procedure:

### Example – adult age 30–64:

- 4 office visits (99213 @ \$175) → \$700
- Annual physical (99384) → \$225
- Labs (A1c, UA, EKG) → \$260
- Minor procedure (12002) → \$500

**Total Self-Pay:** \$1,685

**Guardian Direct Membership:** \$85/month → \$1,020/year

**Annual savings:** ~\$665

## Additional Benefits

- **Over 80–90% of healthcare needs** are managed in primary care — your membership covers the bulk of care.
- **Specialist referrals** are coordinated seamlessly through our trusted network.
- **Insurance navigation support:** We help patients maximize their coverage and select the right plans while staying **fully compliant with insurance contracts**.
- **Significant Medication & supply savings:** Programs with savings up to 90%.
- **Transparent pricing:** No hidden fees, no co-pays, no surprises.

## Sources / References

1. Centers for Medicare & Medicaid Services (CMS) Physician Fee Schedule – CMS PFS
2. Missouri Medicaid Fee Schedules – WPSGHA+I, CMS – [Missouri Medicaid Fee Schedule](#)
3. American Academy of Family Physicians (AAFP) – Primary Care Impact on Cost and Outcomes, 2020
4. Centers for Disease Control and Prevention (CDC) – Primary Care and Population Health Data