

## Overview

This Agreement puts a framework around our relationship. The key theme of this document is *respect*. In order to maintain a therapeutic interaction in pain management practice, a mutual respect is necessary. Without this respect, good outcomes are rare. As a physician, your wellbeing is my concern. Therefore, because lack of respect brings bad outcome, should we at any point in our relationship have any question about this respect, either due to some action or inaction, mutual respect will need to be re-established prior to our continued relationship. I look forward to our long and favorable association. Below, I bring forth some points which need to be made explicit. Please read this entire agreement in detail and ask any questions that arise.

## Mutual Respect and Quality of Life

When reduced to the most basic elements, Pain Management has as its goal the improvement of quality of life, in addition to improving function.

*Therefore:*

When any treatment is not helping to achieve these goals after a reasonable trial, it will be stopped. This includes any trial of medication.

It is understood that all Chronic Pain syndromes can be frustrating, but in order to maintain a therapeutic environment, proper behavior is essential. Any behavior that is subversive, threatening, fraudulent, extortive, manipulative or disrespectful of people or property will be your notice of immediate termination of our patient-doctor relationship.

We reserve the right to allow you to re-establish our patient-doctor relationship on a case-by-case basis, without implying that we will always continue to do so.

If you notice your health condition deteriorating, please call us so that we can try to work in an appointment for you. Sometimes for such short-notice appointments you might have to see us at a time that is inconvenient for you. Please also see the section regarding Emergency Department use.

## Frequent Communication among Health Care Professionals

You understand and agree that as part of the therapeutic regimen, frequent communication among all health care professionals will take place. This may include the involved physicians, pharmacists, nurses and allied health professions. Such a communication is permitted by HIPPA, and you specifically give permission to discuss any issue related to your health with all health professionals involved. Should you decide that this is no longer your desire, you will immediately terminate our patient-doctor relationship.

## Use of the English Language

Although some people may be able to speak languages other-than-English, in order to maintain clear and precise communications, and to minimize the chance of harm due to miscommunication, you agree that English will be the only language we will use in our patient-doctor relationship. If you do not feel perfectly confident that you are able to understand precisely, please bring along someone that you trust to translate for you.

## Missed Appointment Policy

You understand and agree that missed appointments result in an adverse impact on the practice and your health, and as such a \$100.00 penalty (not covered by insurance) will have to be paid by you prior to scheduling of a new appointment. Please be so kind as to give us at least 1 business day notice should you not be able to make your appointment.

## Payment Policy

At the conclusion of the visit, you agree to settle all outstanding balances on your account. Although sometimes we may choose to help you with your insurance claim for the services provided, we are not agreeing to make this a standard service we provide. The fact that we may assist with your insurance claim, does not relieve you of your responsibility to us. Even when we agree to help you with your insurance claim we may need your help in dealing with the insurance company. This is often necessary due to the high frequency with which some insurance companies deny or delay claims.

## Abuse of the Emergency Departments at hospitals

You agree not to seek help at an emergency department purely out of convenience. For routine questions and issues you agree to call the offices of the doctors treating those conditions for you. In the event of deterioration of your condition, please consider whether the condition places you at risk of injury or death. If you suspect that you are in danger, please go immediately to the nearest emergency room of a hospital, or call an ambulance as is appropriate. If you feel that this condition does not place you in immediate danger, please call our office with regards to pain management questions during the regular business hours. If you are not sure, but suspect something bad that can not wait until regular business hours, please contact our office, realizing that some delay (sometimes a long one) may elapse before we are able to return your call. You agree that repeated (defined as happening more than once during the course of your association with us) abuse of the emergency departments is a notice to us of your immediate desire to terminate our patient-doctor relationship.

## Medication Policy

In order to provide the optimal care for the greatest number of patients, we must adhere to a very strict policy regarding behavior, including behavior with regards to medication use. This is necessary as the medications used in Pain Management are extremely powerful, and when not used exactly as prescribed, they may be harmful. Because of this, there is a large amount of scrutiny by the authorities, and any appearance of any impropriety can not be tolerated. Any such perception will result in immediate termination of our patient doctor relationship. It is not necessary to be actually at fault – it is only necessary for the perceived association with any wrongdoing.

**We are not able to treat any patient with present or past association with organized crime, or any criminal behavior whatsoever.** This includes any crime, ranging from something as little as traffic violations (when repeated) to something as serious as gang association.

**Tattoos** are associated with antisocial tendencies in the public perception and thus may be grounds the termination of our patient-doctor relationship.

**Any report of drug diversion (which includes selling, giving away, obtaining illegally, etc) will result in immediate and permanent termination of our patient-doctor relationship.** Such a report can come from anyone – the police, concerned family members, or even neighbors.

**Lost prescriptions will not be replaced.** We will not issue any additional medication prescriptions until the next scheduled appointment – no early refills (ever!), no changes to a prescription. Use of any substance not prescribed or approved by us (other pain medications, recreational drugs of any sort, tobacco, alcohol, etc) will likely result in dismissal from clinic. Any appearance of improper use of the prescription issued will result in dismissal from clinic and referral to the Drug Enforcement Agency for review and potential prosecution (some examples are hoarding of the drug, or selling/giving away the drug, or increases in dose taken - but these are not exclusive). Any prescription obtained from another physician must be immediately (and prior to being filled) provided to us – you are responsible for this. Any evidence of non-compliance with agreed treatment plan will subject you to termination of our patient-doctor relationship.

**No early refills – EVER.** We will not provide you with early refills for any medication prescribed. If a medication is not adequately effective in treating your pain, please call for an earlier follow-up appointment. *Using medications in a manner different from what was prescribed is a violation of our patient-doctor agreement.*

**No refills outside of regular business hours.** Should you not make an appointment in a timely manner, either because of scheduling conflicts or you missing an appointment, you will need to contact us only during regular business hours – i.e. 9 am to 5 pm Monday through Friday. Any request made after hours will be denied outright, and such a request will serve as your immediate notice that you are terminating our patient-doctor relationship.

### Medications Carry an Inherent Risk

You understand that there is risk to medication use, which may cause you harm. By agreeing to fill a prescription, you agree to undertake this risk.

You agree to carry a complete and up-to-date list of all the medications used routinely, regardless of who recommends the medication to you – including over-the-counter drugs, and personally to show this list to all physicians at the time of arrival in their office. This includes pharmacists as well.

You agree to inform our office promptly when any new medication is prescribed to you or any medication is changed.

### Off-Label Medication Use

Almost all drugs used in pain management are used in an off-label fashion. This means that when the Federal Food and Drug Administration has approved the medication, it almost certainly approved it for an indication other-than the treatment of chronic or persistent pain. It is through the research efforts of Pain Management physicians that these medications have been found to also help to treat Chronic Pain syndromes. The drug companies seldom will be interested in expending further resources to prove beyond doubt the efficacy of a specific medication for an additional condition or conditions once the drug is approved. You understand that from time-to-time new risks are noted to be associated with such medication, and you agree to assume all this risk by using the medication prescribed.

### Reproductive Issues

In women who become pregnant or are pregnant when pain management medication is in use, harm to the future baby is a possibility. In order to establish our patient-doctor relationship, you must accept this risk. You also agree to notify our office immediately and the physician at each visit in the event that you become pregnant, so that we can adjust the medications to try to minimize the chance of injury to the baby. Time is of the essence many medications can not be stopped immediately and must be discontinued gradually.

In men, pain medication can result in loss of sexual desire and ability, as well as can promote less male characteristics (e.g. gynecomastia or breast enlargement, and testicular atrophy or shrinking of the testicles). Also it can make testosterone levels less than normal. Fortunately these are not very common. In order to establish our patient-doctor relationship, you agree to accept this risk.

### Addiction

Although the vast majority of patients have very little potential for addiction as a result of medical treatment of chronic pain, there are some individuals who are pre-disposed to addiction and therefore have a higher risk. You agree to take this risk by accepting the medication.

Self-Harm

Some patients are prone to self-harm. This can be either through intended action (i.e. suicide) or poor judgment (inadvertent overdose). Should we have any indication of such a tendency we will take all steps necessary to minimize such risk. You, the patient, do however agree to undertake this risk by the virtue of seeking treatment for your chronic pain condition. Furthermore you agree to seek professional help immediately should you notice any trend towards this.

Drug Testing

You agree and understand that due to high potential for medication misuse, drug testing may be performed at random intervals. There is no limit to how frequently these may be required. You may be called in to the office at any time to be tested. Any departure from full compliance will be your notice of immediate termination of our patient-doctor relationship. This includes but is not limited to drug screening that fails to show the presence of drugs prescribed, shows the presence of non-prescribed drugs, or failure present for a drug screening when called (usually a two-hour limit).

Pill counts

You agree and understand that due to high potential for medication misuse, Pill counts may be performed at random intervals. There is no limit to how frequently these may be required. You may be called in to the office at any time, and then you have two hours to present with all your medications to be counted. Any departure from full compliance will be your notice of immediate termination of our patient-doctor relationship.