<u>Patient Contract for Treatment - Conditions/Terms for Treatment</u> Between PM Healthcare, LLC dba Legacy Pain and Spine Specialists And

Name:	herein referred to as the patient, dated
To receive treatment with or without narcotic pain	medication, the patient must meet the following
CONDITIONS/TERMS:	-

- 1. The patient has never been diagnosed with, treated, or arrested for substance dependence, abuse or trafficking.
- 2. The patient has never been involved in the same, illegal possession, dispersion, or transport of controlled substances (narcotics, sleeping pills, nerve pills, or pain pills) or under investigation or arrested for such activities.
- 3. The patient certifies they are a legitimate patient needing legitimate care.
- 4. The patient certifies that they have not provided misleading or false information or false medical history to the referring physician or physicians at PM Healthcare, LLC and agrees they are not seeking treatment under false pretense. The patient understands that physicians base treatment, at least 50% on history and if it is found that the patient has provided false statements they may be released. The patient agrees they (or anyone with them) don't carry concealed weapons, tape recorders, cameras, and other devices. The patient agrees to set a goal such as decreased pain, improved function, return to work, or return to school.
- 5. Patient certifies that if medical issues arise after office hours, they will immediately call their Primary Care Physician or go to the nearest Hospital Emergency Room or their local Emergency Room.
- 6. FEMALE ONLY the patient certifies that she is not pregnant. The patient agrees and understands that it is her responsibility to notify PM Healthcare, LLC immediately if she is planning a pregnancy, or believes that she may be pregnant and agrees not to take any medications without the approval of OB-GYN doctor, if pregnant.
- 7. The patient understands that an accurate diagnosis requires an accurate history, physical exam, and imaging. Therefore, treatment recommendations are not made over the phone, only in person after being seen by a physician.
- 8. The patient agrees to random urine drug testing.
- 9. The patient agrees not to take over-the-counter medications (i.e., Tussinex, Robitussin, Vicks inhaler, etc.), Marinol, hemp oil, THC products and/or Chinese herbs.
- 10. We reserve the right to require the patient to submit to a psychological/psychiatric evaluation and/or pain patient profile and release this information as part of any medical records request.
- 11. The patient agrees to supply PM Healthcare, LLC with the name, address, and telephone number of the pharmacy that is filling the prescription or pain medication and will use only one pharmacy.
- 12. The patient agrees to have his/her prescriptions prescribed by PM Healthcare, LLC physicians, filled by only one pharmacy. In the event a pharmacy doesn't cover prescribed medication, the patient will attend another office visit to complete appropriate paperwork for pharmacy change. In the event of an emergency requiring another physician's attention, the patient will immediately inform his/her physician at PM Healthcare, LLC of such prescribing physician and dispensing pharmacy.
- 13. The patient agrees to allow his physician at PM Healthcare, LLC to send a copy of the agreement to the patient's pharmacy, referring physicians, all other physicians and hospitals involved in the patients care. The patient agrees to allow the physicians at PM Healthcare, LLC to discuss his/her care freely with other physicians.
- 14. The patient agrees to allow his physician at PM Healthcare, LLC to inform the patients local hospital that the patient is under the care of PM Healthcare, LLC.
- 15. The patient agrees to take the medication only and exactly as prescribed by the physicians at PM Healthcare, LLC. The patient agrees not to share medications with other individuals. The patient agrees that medications will only be prescribed that are on plan formulary. The patient will not drink alcohol with controlled medications.
- 16. The patient understands that each prescription is for a specific number of pills, designed to last a certain amount of time. NO early refills. NO exceptions.
- 17. The patient understands that NO allowance will be made for lost or stolen prescriptions or pills, or those destroyed by fire, flood, etc. If medication prescribed causes adverse reaction, patient is to stop medications

immediately and inform physician and is required to bring unused medication to next office visit. The patient will safeguard medicines.

- 18. The patient understands that prescriptions will be dispensed only after a scheduled office visit, not over the phone.
- 19. The patient understands that NO prescriptions for pain medication will be given over the telephone. NO exceptions.
- 20. The patient agrees that they will not seek pain medication at night, on weekends, holidays, or prior to next visit.
- 21. The patient agrees not to obtain pain medications from more than one physician or emergency room or other person.
- 22. I understand obtaining controlled medications from more than one physician/dentist/clinic is a felony.
- 23. The patient agrees to keep all scheduled appointments at PM Healthcare, LLC. If the patient is unable to keep an appointment, he/she must give at least 24 hours' advance notice for office visit and 72 hours' notice for procedures. A cancellation/no show fee may apply. However, NO prescriptions will be called in.
- 24. If the physician suspects the patient is not following his/her orders when asked to cease use of a controlled substance, the patient permits PM Healthcare, LLC to pursue remedies which will disable the patient's driving privileges. The patient understands not to drive or operate machinery when taking controlled medications.
- 25. The patient allows PM Healthcare, LLC to call other pharmacies for poly-drug prescriptions and/or usage. All patients are required to undergo a mandatory drug screen at facility of choice (i.e., primary care physician, hospital, or walk-in clinic) and agree not to use Vicks inhalers, poppy seeds, or cough/cold remedies.
- 26. The patient understands that the physician at PM Healthcare, LLC may stop treatment and cancel any prescriptions if any of the following occur:
- a) The patient gives, sells, or misuses the pain medication, or fails to keep appointments.
- b) The patient fails to reach goals such as decreased pain levels.
- c) The patient attempts to obtain pain mediation at night, on weekends, on holidays, sooner than next office visit, from any other physician, from an emergency room, or from any other source.
- d) The patient is released for any reason or fails to show improved function.
- 27. I understand that all medications and any refills will be canceled immediately if, in the opinion of the physician/staff, an unsatisfactory psychological/psychiatric test result is received back after the patient takes the test, any allegations, suspicious information, or investigation is initiated by anyone regarding potential violations of this contract is brought to PM Healthcare, LLC's attention.
- 28. The patient agrees that PM Healthcare, LLC physician/staff may cancel medications at any time without a specific reason, and understands to see primary care provider, mental health provider immediately when treatment discontinued.
- 29. I understand that I should take the least amount of controlled medications to relieve the symptoms and should never exceed the prescribed amount and should slowly taper off all controlled substances over several weeks whenever possible. I understand these medications are only to be taken as needed. I understand the risks of taking controlled medications up to and including death. I will take the minimal amount of medication to improve function.
- 30. The patient will adhere to the advice of physicians regarding operation of motor vehicles or any other machinery. If PM Healthcare, LLC witnesses or is able to validate information of a patient driving under the influence (i.e., of drugs or alcohol), the patient authorizes PM Healthcare, LLC to notify the authorities and not to be held liable for any damages which may occur.
- 31. The patient agrees their record may be given to narcotic detectives, DEA, or other authorities and will hold PM Healthcare, LLC harmless, and patient agrees to random drug testing.
- 32. I authorize PM Healthcare, LLC to obtain narcotic profiles from DEA, and reports from the State Boards of Pharmacy and release all past, present, and future profiles to anyone with written authorization to receive medical records and understand that obtaining controlled medications from more than one physician is a felony. 33. I understand that controlled medications including, but not limited to, Codeine Tylenol #3, Darvocet, Propoxyphene, Lortab, Lorcet, Vicodin, Norco, Hydrocodone, Percocet, Roxicodone, Oxycontin, Oxycodone,
- MS Contin, MSIR Kadian, Avinza, Morphine, Dilaudid, Methadone, Demerol, Duragesic Patch, Fentanyl Patch, Stadol, Actiq, Fioricet, Ambien, Choral Hydrate, Dalmane, Lunesta, Rozerem, BuSpar, Valium, Ativan,

Xanax, etc. have risks associated with their use, such as drug interactions, respiratory depression, death, addiction, drowsiness, allergic reactions, and agree to discuss all risks/side effects with my pharmacist, family members, family physician, other treating physicians before and during treatment.

- 34. The patient understands that physical dependence is a normal response to many types of medications including steroids, antidepressants, and controlled medications, but tolerance to pain relieving effects are rare.
- 35. Patient realizes pain medication may interfere with endocrine function, i.e. interference with libido, sexual function, etc. and the patient agrees to see their family physician or endocrinologist if they have any of these problems.
- 36. If I develop any feelings of hopelessness, suicidal thoughts, or desire to hurt myself or others, I agree to immediately seek immediate psychiatric care and notify PM Healthcare, LLC and primary care provider. I will return all medications to the office if this feeling happens.
- 37. I understand that not taking medications as prescribed or overdosing on medications can cause death.
- 38. I have told (or will tell) my family members and caregivers of my use of controlled medications for treatment or pain and they are in agreement with my treatment plan and agree to hold harmless physicians of PM Healthcare, LLC. I agree to discontinue treatment agreement if family is not in agreement or my family physician is not in agreement or if I fail to reach goals.
- 39. I will discuss my diagnosis and treatment with family, family physician, mental health provider, second opinion physician, and if they are not in agreement, will discontinue with treatment and notify PM Healthcare, LLC.
- 40. The patient will notify PM Healthcare, LLC if they have been or are currently receiving treatment in a Pain Clinic.
- 41. The patient will notify PM Healthcare, LLC if they have been or are currently receiving treatment from a Psychiatrist.
- 42. The patient will notify PM Healthcare, LLC if they have been or are currently receiving treatment in a Methadone Clinic.
- 43. I hereby authorize any pharmacy or hospital of record to release any and all information to the physicians and/or nursing staff of PM Healthcare, LLC, upon their request.
- 44. I understand that many times there will be long delays before being seen by a physician. I understand I may wait several hours and then have the appointment rescheduled. I understand that office appointments are non-urgent problems and agree to hold PM Healthcare, LLC and staff harmless for any delays.
- 45. I agree that I have been seen and examined by PM Healthcare, LLC's physician today and have no complaints regarding my diagnosis, treatment plan, physicians, or staff at PM Healthcare, LLC. I agree to discontinue treatment if I don't reach set goals such as decreased pain, improved function, return to work and return to school.
- 46. <u>I have read the conditions and terms stated above and have had all my questions regarding these conditions and terms explained to my satisfaction.</u> I have met the conditions, and I agree to honor all the terms unconditionally. I also understand that if I violate any term of this agreement, it is cause for the physicians at <u>PM Healthcare, LLC to refuse prescriptions and/or treatment.</u> I agree that if I am unable to read or write that this has been verbally explained to me to my satisfaction.

Patient Signature:	Date:
Date of Birth:	-
Pharmacy name:	
Pharmacy address and city:	