

First Choice Pain Care Clinic

Acknowledgment, Consent and Disclosure

1. This Acknowledgement, Consent and Disclosure (“Acknowledgement”), made this the ___ day of _____, 200 ____, by _____ (Print Name), an individual with a medical condition desiring treatment (“Patient”) at First Choice Pain Care Clinic SWFL, a medical office in the state of Florida, by the treating physician at First Choice Pain Care Clinic SWFL.

2. Goals of Medical Treatment. Treatment of Patient’s medical conditions and improvement in Patient’s quality of life are the goals of the medical treatment at First Choice Pain Care Clinic SWFL.

3. Medical Treatment. During the course of medial treatment, Physician may prescribe narcotic and other medications (“Medications”) for the management of pain, anxiety, stress, anger, depression, sleep disturbances, opiate reduction therapy, or other medical conditions as diagnosed and treated from time to time (“Treatment”).

4. No Guarantees or Assurances Regarding Results from Treatment. No guarantees or assurances have been made, are being made, or will ever be made to Patient regarding specific results Patient may expect from obtaining Treatment. Patient with medical conditions relating to pain shall not expect complete pain relief. The proper use of Treatment for pain is not the total elimination of pain, but rather a significant reduction in pain so Patient will be better able to perform the many activities of Patient’s daily life whether those activities are personal, professional, or social.

5. Adverse Reactions. Medications have the potential to produce side effects in Patient. These adverse reactions may be more significant in some individuals.

5.1 Medications may produce dose-related **RESPIRATORY DEPRESSION**, irregular breathing, or shortness of breath at high doses or even at standard doses in individuals whose body may be more sensitive to Medications.

5.2 Medications may impair Patient’s mental and/or physical abilities. Patient’s mental and/or physical abilities are necessary and required for the performance of potentially hazardous tasks such as, but not limited to, **driving a car**, riding a bicycle, or operating machinery. Patient has the responsibility of following Physician’s oral and written guidance related to the ingestion or other intake of Medications.

5.3 The most frequently observed adverse reactions to Medications include lightheadedness, dizziness, sedation, nausea and vomiting. These adverse effects may be alleviated if Patient lies down. Additional adverse reactions to Medications include: drowsiness,

mental clouding, lethargy, and impairment of mental and physical performance, anxiety, fear, depression, restlessness, psychic dependence, mood changes, and constipation.

5.4 If there is any question of impairment of Patient's ability to safely perform any activity, **Patient agrees Patient will NOT attempt to perform said activity UNTIL** Patient's ability to perform said activity has been evaluated by Physician or Patient has not used medication for at least twenty-four (24) hours.

6. Patient's Responsibility and Adverse Reactions. Patient has the sole responsibility to report all incidences of significant adverse reactions from Medications or Treatment to Physician. First Choice Pain Care Clinic SWFL and Physician are available during its regular business hours, which are conspicuously posted. If Patient is experiencing significant adverse reactions from Medications, after business hours, Patient shall **IMMEDIATELY** contact the emergency department of Patient's local hospital.

7. Dependency, Tolerance, and Addiction. Medications may promote dependency in some people. Dependency and tolerance are normal physiological consequences of extended Treatment with Medications and are not the same as addiction.

7.1 Psychological dependence and physical dependence may develop upon continued use. While psychological dependence is unlikely to occur during short-term Treatment, some mild degree of physical dependence may develop after a few days use of Medications.

7.2 Tolerance is the condition in which increasingly large doses are required in order to produce the same degree of results, manifested initially by a shortened duration of effect, and subsequently by decreases in the intensity of the effect.

7.3 Addiction is a behavioral syndrome characterized by psychological dependence and aberrant, drug-related behaviors. Relying upon Medications to relieve medical conditions is not addiction. First Choice Pain Care Clinic SWFL and Physician will not manage or treat Patient when Patient uses Medications for other than legitimate medical purposes.

8. Withdrawal Symptoms. Abrupt discontinuation of Medications may result in withdrawal symptoms. Withdrawal symptoms usually occur 24-48 hours after the last dose of Medications. Withdrawal symptoms may consist of yawning, sweating, watery eyes, runny nose, anxiety, tremors, aching muscles, hot or cold flashes, "goose flesh", abdominal cramps and diarrhea. Withdrawal symptoms may last a few days and may be life threatening to some individuals. Medications can be safely discontinued and withdrawal symptoms significantly minimized or eliminated with the slow tapering of Medications. Patient agrees not to discontinue Treatment or Medications without first procuring the consent of Physician.

9. Patient's Responsibilities Toward Medications. Patient understands violations of the following provisions in this section 9 may be violations of the specific laws and/or regulations of local, state, federal, or other governmental or regulatory bodies ("Laws") and may result in criminal prosecution of Patient. Patient further understands if First Choice Pain Care

Clinic SWFL has evidence of Patient's violation of the following provisions, First Choice Pain Care Clinic SWFL may have a duty under the Laws to disclose the violation to the proper authorities.

9.1 Patient will not attempt to acquire Medications from any third party without first fully disclosing to the third party that patient is currently under the care of a physician at First Choice Pain Care SWFL. If Patient attempts to acquire Medications from any third party without FULL Disclosure patient will be terminated. **RECEIVING MEDICATION FROM TWO PHYSICIANS WITHOUT DISCLOSURE IS A CRIMINAL ACT.**

9.2 Patient does acknowledge and agree to ingest or otherwise consume Medications strictly as instructed by Physician. Patient will be terminated if this provision is violated.

9.2.1 Patient will not increase the instructed dosage of Medications without first procuring the consent of Physician. Over dosage of Medications may cause severe sedation, respiratory depression and possibly death. Patient will be terminated if this provision is violated.

9.2.2 Patient acknowledges and agrees Medications should be taken whole and are not to be broken, chewed, crushed or otherwise altered, unless directed by Physician or Medications will not work properly and may cause severe sedation, respiratory depression and possibly death. Patient will be terminated if this provision is violated.

9.3 Patient will not ingest or otherwise consume non-Physician prescribed medications, over-the-counter medications, alcohol, illegal drugs or other substances without first receiving the consent of Physician. The combination of drugs or alcohol may cause severe sedation, respiratory depression and possibly death. Patient will be terminated if this provision is violated.

9.4 Patient acknowledges and agrees not to share, sell, or trade Medications for any reason including but not limited to an exchange for money, good, and services or for charitable or humanitarian purposes. Patient will be terminated if this provision is violated.

9.5 Patient agrees to properly safeguard Medications from loss or theft and understands the consequences of Patient's failure to do so will result in Patient going without medication for a period of time until Patient's next regularly scheduled appointment.

9.5.1 Regularly scheduled appointments will be made no earlier than 28 days and no later than 30 days apart. These regularly scheduled appointments are required for the proper management of Medications.

9.5.2 Refills of Medications will not be made for any reason prior to Patient's next regularly scheduled appointment.

9.5.3 Continued loss of Medications may result in Patient being terminated.

9.6 Patient acknowledges and agrees if First Choice Pain Care Clinic SWFL receives any evidence of the hoarding of Medications, acquisition of medications from other sources, uncontrolled dose escalation, or other aberrant behavior, Patient will be terminated.

10. Patient's Privileges, Rights of Privacy and Confidentiality.

10.1 Patient agrees to waive any applicable privilege, right of privacy or confidentiality with respect to the investigation of any possible misuse, sale, or other diversion of Medications.

10.2 Patient acknowledges and agrees the Laws may require First Choice Pain Care Clinic SWFL to report incidences of some communicable diseases to governmental agencies such as the Department of Health. First Choice Pain Care Clinic SWFL fully respects Patient's fundamental rights to privacy and will only disclose such information as is required under the Laws. Patient does agree to waive any rights or privileges Patient may have in this information and permit First Choice Pain Care Clinic SWFL to disclose the information as specifically required to comply.

11. Patient's Comprehension of Acknowledgement and Responsibility to Inquire. Patient has read, understands, consents to and accepts this Acknowledgement and has the responsibility to inquire if Patient does not fully comprehend every provision hereof.

By signing below, Patient acknowledges Patient has read, understands, authorizes consents to, and accepts this Acknowledgement.

Dated this ____ day of _____, 20__

Patient's Printed Name: _____

Patient's Signature: _____

Witness Signature: _____

Witness Printed Name: _____