John O. Dimowo, M.D.
California Advanced Pain Institute
5857 Pine Avenue Chino Hills, CA 91709 1120 West La Palma #2 Anaheim, CA 92801
Ph: 909.287.7474 Fx: 909.287.7470 Ph: 714.533.8303 Fx: 714.533.8305
www.paindoc911.com

CALIFORNIA ADVANCED PAIN INSTITUTE PATIENT CONTRACT

Opioid and Controlled Substances Agreement and Informed Consent

Opioid medications are used judiciously in the treatment of benign or malignant pain conditions. The following is an agreement and explanation of issues related to treatment of painful disorders through the use of opioid medications and/or other controlled substances. These medications include but are not limited to morphine (e.g. MS Contine, Kadian, MS IR), oxycodone (e.g. Percoset, Oxycontin, Roxicodone), Hydrocodone e.g. Vicodin, Lortab, Norco), proproxyphene (e.g. Darvocet), fentanyl (e.g. Duragesic patch, Actiq), methadone, codiene (e.g. Tylenol No. 3), benzodiazepines (e.g. Valium, Xanax), stimulants (e.g. Adderall, Ritalin), Barbituates (e.g. Fiorcet, Fionel), etc.

Side Effects & Risks
Because these medications are potentially dangerous, as are all medications, the side effects and risk are discussed with you at the beginning of the treatment and periodically thereafter. Side effects/risks include but are not limited to allergic reactions, sedation, somnolence, respiratory depression (i.e. slow breathing), dizziness, confusion, nausea, vomiting, urinary retention, suppression of menstrual cycle, hormonal imbalance, constipation, itching, physical dependence, tolerance addiction, or death.

CAUTION:
Opioid medications may cause drowsiness. Alcoholic beverages should be avoided or be used with extreme caution and sparingly after approval of your pain physician while taking these medications. Driving a car or operating dangerous machinery may not be allowed initially until a stable dose of these medications are obtained.
Usually, most side effects of opioid use disappear over time and with continued use, except for constipation. Bowel maintenance should be addressed seriously and treated if necessary.
If a decision is made to terminate opioid therapy, a weaning manner rather than abrupt discontinuation of treatment should be exercised to prevent withdrawal symptoms (e.g. increased pain, agitation, nausea, diarrhea...)

The following conditions must be followed and agreed upon as long as the patient is receiving treatment at California Advanced Pain Institute. Noncompliance with any of these conditions may result in discharge from practice.

• California Advanced Pain Institute must be the only source for the medications that were reviewed above. The patient may not obtain these medicines from any other source or physician except when it is explicitly allowed and approved by California Advanced Pain Institute.
• The patient understands that the treatment goal is to improve the quality of life and ability to function and/or work. These parameters will be assessed periodically to determine benefits of opioid therapy and adjust the dosage accordingly.
• The patient understands that he/she must take the medications as instructed and prescribed. Any change in dosing must be approved by a California Advanced Pain Institute physician.
• The patient agrees to use only one pharmacy whose contact information and address the patient would provide to California Advanced Pain Institute. If for any reason another pharmacy is to be used (e.g. unavailability of a certain medicine), the patient should notify California Advanced Pain Institute.
• Lost or stolen prescriptions or medications will NOT be replaced. It is the patient's responsibility to ensure that prescriptions are filled correctly at the pharmacy. If the patient realizes a medication is lost, stolen, or misplaces, a police report must be filed and the case number should be given to California Advanced Pain Institute.
• To ensure efficacy of treatment and for monitoring purposes, the patient should keep all recommended appointments.
Narcotic Prescriptions will not be given over the phone, after hours, during the weekends or holidays. If there is a need to change any narcotic prescription a new appointment will be made.
• California Advanced Pain Institute has the right to directly communicate with other healthcare providers and pharmacies regarding the patient's use of controlled substances.
• Opioid therapy usually is only part of the overall treatment plan. The patient shall comply with all other treatments as outlined by their physician at California Advanced Pain Institute. *(Continued on page 2)*

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• The patient may be asked for urine and/or blood screening tests as well as random pill counts. Failure to comply will result in the immediate discharge from the practice.
• The patient understands that sharing of medications referred to above with anyone is absolutely forbidden and is against the law.
• Patient understands that the results of urine/blood testing can be given to the patient's other healthcare providers, insurance company, or other reimbursing agencies. The patient also authorizes any other healthcare provider, pharmacy, law enforcement, or judiciary body to release any pertinent information regarding the patient's prescription or urine/blood screen results.
• Patient agrees that any use of illicit substances (Marijuana, Cocaine, etc.) during treatment is strictly prohibited and if identified during a urine test it will result in discharge. The only exception is marijuana used for medicinal purposes and only when prescribed by a US Licensed Physician.
• I, the undersigned, attest that above was discussed with me, and I fully understand and agree to all of the above requirements and instructions. I also understand that failure to comply with above can result in my discharge from California Advanced Pain Institute.

HIPPA NOTICE OF PRIVACY PRACTICES

Health Information That We Maintain About You
We maintain records of:
• Your name and (if different) the name and relationship of the person receiving treatment.
• Your address
• Your telephone number
• Your (or the patient's, if different) condition
• The date the doctor diagnosed the condition
• Clinical findings related to the condition such as results of blood tests, procedures, examinations and diagnostic modalities.
• Your insurance and other coverage information such as billing records

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

You have the right to:
• Request restrictions on certain uses and disclosures (we are not required to agree to the restriction, as it depends on the nature of the restriction.)
• Receive communications of Protected Health Information (PHI) by alternative means or at alternative locations such as home telephone numbers, cell phones, etc. We may leave messages at any or all telephone numbers listed by patient on the patient information form. We may contact any person left as an emergency contact listed on patient information form. We may contact the patient's spouse relaying any message regarding care, appointment or any necessary information deemed necessary for the patient's treatment or care
• Inspect, copy and amend your Protected Health Information held at CAPI
• Receive an accounting of certain disclosures (of your Protected Health Information)
• Receive a paper copy of this notice even if you have received it electronically

HOW WE USE AND DISCLOSE YOUR HEALTH INFORMATION

We only use or disclose your health information as state and federal laws require or permit. In some cases, the law requires that you authorize the disclosure. In other cases, the law allows us to disclose your health information without your authorization.

Use And Disclosure Not Requiring Your Authorization

Treatment: We may use your health information for our treatment activities, such as disclosing it to other healthcare providers as helpful to treat you.
Payment: We may use and disclose your health information for our payment and collection activities, such as sending claims to insurance companies for the payment of metabolic treatment products.
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Healthcare Operations: We may use and disclose your health information to manage our program operations, such as reviewing the quality of our services.
Business Associates: We may use and disclose your health information to organizations that help us with our work, such as the billing service we use to process claims to your health insurance company. We have a written agreement that requires these organizations to use your health information for only the reasons necessary to do the work, and protect it from other uses or disclosures, just like we do.
To Contact You: We may use the information in your health records to contact you if we have information about treatment or other health-related benefits and services that may be of interest to you.

Other Permitted Uses & Disclosures
HIPPA specifically permits us to use or disclose your health information for other purposes without your consent or authorization. In our experience such disclosures are rare, and the limited information we maintain is generally not applicable. However, when authorized by law, and to the extent we may have the information. HIPPA permits us to disclose it to:

- comply with the requirements of federal, state, or local laws, court orders or other lawful processes and for administrative or court proceeings.
- report a public health authority for the purpose of preventing or controlling disease, injury or disability
- report to the FDA for the quality, safety or effectiveness to communicable disease or may otherwise be at risk of contracting or spreading a disease or condition
- report abuse, neglect or domestic violence to a government authority
- provide necessary information to a health oversight agency for activities such as audits, investigations, inspections, licensure of the healthcare system, government benefit programs and regulatory agencies
- a law enforcement official for specified law enforcement purposes
- coroners or medical examiners for identification or determining cause of death
- funeral directors to carry out their duties with respect to the decedent
- organ procurement organizations for facilitating donation and transplantation
- researchers conducting studies approved by an Institutional Review Board
- prevent or lessen a serious and imminent threat to the health or safety of a person or to the public
- authorized federal officials for specialized government functions such as military and veterans activities; national security and intelligence activities; protecting services for the president; medical suitability determinations; correctional institutions; government entities providing public benefits and to comply with workers' compensation laws

Uses & Disclosures with Your Authorization
Other uses and disclosures or your personal information require your written authorization. You may revoke your authorization at any time by doing so in writing.

By signing this form I acknowledge that I have read and understood the contractual agreement and will follow these instructions during my treatment with CAPI. I have also received a copy of this agreement for my files.

Patient Name: _____

Patient Signature: _____ **Date:** _____