

## **PATIENT RIGHTS AND RESPONSIBILITIES CONFIDENTIALITY**

It is the policy of The Guardian Headache & Pain Management Institute to treat **all** information confidentially. This includes patient records and conversations. We will investigate any reported violation of this policy. If you have any questions, please ask any front desk representative for information. The Guardian Headache & Pain Management Institute makes every effort to provide our patients with an environment that is safe, private, and respectful of our patients' needs. If you have a complaint about our services, facilities, or staff, we want to hear from you. We will do everything that we can to see that your experience with us is a professional one in every way.

## **ISSUES OF CARE**

The Guardian Headache & Pain Management Institute is committed to include your participation in decisions regarding your care. As a patient, you have the right to ask questions and receive answers regarding the course of clinical care recommended by any of our health providers, including discontinuing care. We urge you to follow the healthcare decisions given to you by our providers. However, if you have any doubts or concerns, or if you question the care prescribed by our providers, please do not hesitate to consult with our staff.

## **PATIENT RIGHTS**

The patient has the right to receive information from health providers and to discuss the benefits, risks, and costs of appropriate treatment alternatives. Patients should receive guidance from their health providers as to the optimal course of action. Patients are also entitled to obtain copies or summaries of their medical records, to have their questions answered, to be advised of potential conflicts of interest that their health providers might have, and to receive independent professional opinions.

The patient has the right to make decisions regarding the health care that is recommended by his or her provider. Accordingly, patients may accept or refuse any recommended medical treatment.

The patient has the right to courtesy, respect, dignity, responsiveness, and timely attention to his or her needs regardless of race, religion, ethnic or national origin, gender, age, sexual orientation, or disability.

The patient has the right to confidentiality. The health care provider should not reveal confidential communications or information without the consent of the patient, unless provided for by law or by the need to protect the welfare of the individual or the public interest.

The patient has the right to continuity of healthcare. The health provider has an obligation to cooperate in the coordination of medically indicated care with other health providers treating the patient. The health provider may discontinue care provided they give the patient reasonable assistance, direction and sufficient opportunity to make alternative arrangements.

## **PATIENT RESPONSIBILITIES**

1. Good communication is essential to a successful healthcare provider/patient relationship. To the fullest extent possible, patients have the responsibility to be truthful and to express their concerns clearly to the health care provider.
2. Patients have the responsibility to provide a complete medical history to the fullest extent possible, including information about past illnesses, medications, hospitalizations, family history of illness, and other matters relating to their present health.
3. Patients have the responsibility to request information or clarification about their health status or treatment when they do not fully understand what has been described by their healthcare provider.
4. Once patients and health providers agree upon the goals of therapy, patients have a responsibility to cooperate with the treatment plan. Compliance with health provider instructions is often essential to public and individual safety. Patients also have a responsibility to disclose whether previously agreed upon treatments are being followed and to indicate when they would like to reconsider the treatment plan.
5. Patients should also have an active interest in the effects of their conduct on others and refrain from behavior that unreasonably places the health of others at risk.

**The Guardian Headache & Pain Management Institute Notice of Privacy Practices**  
Effective Immediately

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU MAY GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY.**

The Guardian Headache & Pain Management Institute is dedicated to protecting your medical information. We are required by law to maintain the privacy of protected health information and to provide you with this notice of our legal duties and privacy practices with respect to protected health information. The Guardian Headache & Pain Management Institute is required by law to abide by the terms of this notice.

**HOW YOUR MEDICAL INFORMATION WILL BE USED AND DISCLOSED:**

We will use your medical information as part of rendering patient care. For example, your medical information may be used by the doctor or nurse treating you, by the business office to process your payment for the services rendered, and by administrative personnel reviewing the quality of the care you receive.

We may also use and/or disclose your information in accordance with federal and state laws for the following purposes:

**Appointment Reminders**

We may contact you to provide appointment reminders.

**Treatment Information**

We may contact you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

**Disclosure to the Department of Health and Human Services**

We may disclose medical information when required by the United States Department of Health and Human Services as part of an investigation or determination of our compliance with relevant laws.

**Family and Friends**

Unless you object, when we have been given your consent, we may disclose your medical information to family members, other relatives, or close personal friends, when the medical information is directly relevant to that person's involvement with your care.

**Notification**

Unless you object, when we have been given your consent, we may use, or disclose, your medical information to notify a family member, a personal representative, or another person responsible for your care, of your location, general condition, or death.

**Health Disparities Collaborative**

We may use or disclose your medical information for public health activities, including the reporting of disease, injury, vital events, and the conducting of public health surveillance, investigation, and/or intervention.

**Health Oversight Activities**

We may disclose your medical information to a health oversight agency for oversight activities authorized by law, including audits, investigations, licensure, inspections, or disciplinary actions, administrative, and/or legal proceedings.

**Abuse or Neglect**

We may disclose your medical information when it concerns abuse, neglect, or violence to you, in

accordance with federal and state law.

**Legal Proceedings**

We may disclose your medical information in the course of certain judicial or administrative proceedings.

**Law Enforcement**

We may disclose your medical information for law enforcement purposes or other specialized governmental functions.

**Research**

We may use or disclose your medical information for certain research purposes if an Institutional Review Board or a Privacy Board has altered or waived individual authorization, the review is preparatory to research, or the research is on only decedent's information.

**Public Safety**

We may use or disclose your medical information to prevent or lessen a serious threat to the health or safety of another person or to the public.

**Workers Compensation**

We may disclose your medical information as authorized by laws relating to workers compensation or similar programs.

**Business Associates**

We may disclose your health information to a business associate with whom we contract to provide services on our behalf. To protect your health information, we require our business associates to appropriately safeguard the health information of our patients.

**AUTHORIZATIONS:**

We will not use or disclose your medical information for any other purpose without your written authorization. Once given, you may revoke your authorization in writing at any time. To request a Revocation of Authorization form, you may contact our office at any time.

**YOUR RIGHTS REGARDING YOUR MEDICAL INFORMATION:**

You have the following rights with respect to your medical information:

- You may ask us to restrict certain uses and disclosures of your medical information. We are not required by law, in certain circumstances, to agree to your request, but if we are required, we will obey all state and federal laws.
- You have the right to receive communication from us in a confidential manner.
- Generally, you may inspect and copy your medical information. This right is subject to certain specific exceptions, and you may be charged a reasonable fee for any copies of your records.
- You may ask us to amend your medical information. We may deny your request for certain specific reasons. If we deny your request, we will provide you with a written explanation for the denial and information regarding further rights you may have at that point.
- You have the right to receive an accounting of the disclosures of your medical information made by The Guardian Headache & Pain Management Institute during the last three years, except for disclosures for treatment, payment, or healthcare operations, disclosures which you authorized, and certain other specific disclosure types.
- You may request a paper copy of this Notice of Privacy Practices for Protected Health Information.
- You have the right to complain to us and/or to the United States Department of Health and Human Services if you believe that we have violated your privacy rights. If you choose to file a complaint, you will not be retaliated against in any way.

**THIS NOTICE IS EFFECTIVE AS OF January 31, 2011.**

We reserve the right to change the terms of this Notice, making any revision applicable to all the protected health information we maintain. If we revise the terms of this Notice, we will post a revised Notice of Privacy Practice at The Guardian Headache & Pain Management Institute and will make paper copies of the revised Notice available upon request.

**THE GUARDIAN HEADACHE & PAIN MANAGEMENT INSTITUTE  
NOTICE OF PRIVACY PRACTICES ACKNOWLEDGEMENT**

I hereby acknowledge that I have received and had an opportunity to ask questions concerning Notice of Privacy Practices for The Guardian Headache & Pain Management Institute.

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Patient or Patient’s Representative Date

\_\_\_\_\_ Representative’s Relationship to Patient

**MEDICATION POLICY**

The following policies are to ensure your safety, and our continued ability to treat you in the most effective way possible. Please read this carefully. These policies **will be enforced. You will be asked to sign a contract stating that you promise to follow these terms.**

1. Medication must be taken only as prescribed by our physicians and you must not take medication given to you by another person or physician.
2. Medication is prescribed to increase your function so that you can work, participate in physical therapy, exercise programs, and weight loss programs. If your activity level does not improve

with medication, alternative methods of pain management may be substituted for medication.

3. Any medication that is lost, misplaced, stolen, destroyed, or finished early **will not be replaced for any reason.**

4. If you are unable to tolerate any medication, you must return the unused portion of the medication (in the appropriate amount) to our office before you are given a different prescription.

5. You must not share, sell, or otherwise permit others to have access to these medications.

6. All prescriptions should be obtained at the same pharmacy, where possible. Should the need arise to change pharmacies, our office must be informed.

7. The prescribing physician and staff have permission to discuss diagnostic and treatment details with dispensing pharmacists or other professionals who provide you healthcare for the purpose of medication accountability.

8. Refills will be given only during regular office hours.

9. We require that each time you refill your medication, that you see the physician to ensure the best possible healthcare management.

10. CLASS II medications need to be filled by the pharmacy within 5 days of being written. If your prescription expires you must return the prescription to our office before another prescription will be issued to you.

11. You must keep your scheduled appointments in a timely manner. If you fail to appear for an appointment, your medication may not be refilled. If you fail to appear for more than two appointments without prior notification, you could be dismissed from our clinic.

12. You must provide us with 24 hours notice to cancel an appointment. If you fail to provide this notice, you will be considered as a failure to appear and may be subject to the consequences listed in #11 above.

13. Random urine drug screen may be requested. Presence of unauthorized substances or abnormal results may result in discontinuation of your controlled medications including, but not limited to, opioid analgesics.

14. You must sign a contract indicating that you acknowledge and understand the Medication Policy of The Guardian Headache & Pain Management Institute.

YOUR HEALTH CARE TEAM AT THE GUARDIAN HEADACHE AND PAIN MANAGEMENT INSTITUTE IS DEDICATED TO YOUR SAFETY AND GOOD HEALTH. THIS POLICY IS DESIGNED TO ENSURE YOUR SAFETY AND TO HELP US AND YOU COMPLY WITH THE STANDARDS OF GOOD MEDICAL CARE, AS WELL AS STATE AND FEDERAL LAWS.

**Initial and Date**

**INFORMED CONSENT AND CONTRACT FOR THE USE OF NARCOTIC MEDICATIONS AND OTHER MEDICATIONS AS PRESCRIBED BY PROVIDER**

Welcome to the Guardian Headache & Pain Management Institute. Our goal is to provide the best care possible. To accomplish this goal, we have prepared this consent and contract to explain how certain medications are used, to describe possible side effects, and to set forth your responsibilities with regard to these medications. Please read all this information carefully. Ask the physicians, or staff, of any questions that you may have. Once you understand all of this information fully, please sign and date below, indicating your consent to treatment, and agreement to follow the terms of this contract:

- I am voluntarily requesting the physicians and staff at the Guardian Headache & Pain Management Institute to treat my condition of pain with appropriate medications and other interventions. I understand that some medications can be dangerous and addictive if misused, and that the following information is provided to ensure my safety.

- I have received and agree to the terms of the Medication Policy of the Guardian Headache & Pain Management Institute.

• I understand that the physicians and staff at the Guardian Headache & Pain Management Institute have relied on the information I have provided in writing, and verbally, to select appropriate medications and I promise that this information is complete and accurate. I understand that intentionally providing misleading information will be grounds for discharge from the clinic. I understand the continued use, reduced use, or discontinuation of any pain medication is at the discretion of the physicians at the Health Guardian Headache & Pain Management Institute.

• PAIN MEDICATION CAN BE ADDICTIVE. This includes opioid analgesics (narcotic medications) as well as other types of pain medications. This means my body may begin to depend on the medication, and I may experience WITHDRAWAL (unpleasant sensations) such as nausea, shakes, sweating, rapid heart rate, diarrhea, high blood pressure, pain, or severe nervousness if I suddenly stop taking the medication. I understand that it is my responsibility to request refills of medications on a timely basis, and I understand that narcotic medication **will not be refilled early under any circumstance**.

• To ensure my safety, I agree to take pain medications only as prescribed by providers at the Guardian Headache & Pain Management Institute, and I agree that I will not take pain medications given by any other physicians. I understand that taking more medication than prescribed or taking pain medication from another source may lead to overdose, and this could result in slowed or stopped breathing, brain injury from lack of oxygen, coma, or death.

• I understand that the use of pain medications may also be associated with additional risks such as: decreased effectiveness, physical dependence, confusion, itching, difficulty urinating, allergic reactions, decreased sex drive, drowsiness, nausea or vomiting, addiction, constipation, trouble driving or operating machinery, and interaction with other medications.

**After carefully reading and understanding the above terms, I request treatment by the Guardian Headache & Pain Management Institute providers (that may include narcotic medications if appropriate), and promise to follow the terms of this contract and the Medication Policy of the Guardian Headache & Pain Management Institute.**

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Pharmacy Name Phone Number

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Patient Name (please print) Patient Signature Date

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Witness Signature Relationship to Patient Date