New Patient Agreement and Consent to Individual Treatment Plan

1. Insurance
   a. Representation- The undersigned, hereafter referred to as "Patient," agrees that any information submitted with respect to insurance is accurate, valid and covers the patient as described.
   b. Assignment of Benefits - The patient agrees that any and all benefits provided for by such insurance is reassigned to Pain Consultants of San Diego, Inc. and any of its' employees, nurses, medical providers, and physicians, hereafter collectively referred to as "provider," for services rendered.
   c. Duty of Inform - The patient agrees and promises to keep provider aware of any changes to, or cancellation of, relevant insurance, which is submitted as guarantee of payment.
2. Financial Responsibility
   a. Co-Payments - The patient agrees and understands that all co-payments specified by the insurance carrier are due and payable before the patient sees the provider.
   b. Deductibles - The patient agrees and understands that they are responsible to inform provider of any annual deductibles on the insurance policy not yet met, and are responsible to remit the relevant amounts at the end of the visit.
   c. Billing - The patient agrees and understands that billing is submitted to their insurance carrier as a courtesy. If such payment is revoked or refused because premiums are not paid or insurance is otherwise invalid, the patient will be responsible for the unpaid balance.
   d. Medical Records - Cost for copies of medical records is $50. As a courtesy, VPS will send medical records to another treating doctor without charge. HIPPA law requires this request to be in writing, and will be expedited within 15 days of the request.
   e. Urine Drug Testing - Applies only to patients that have a separate Opioid agreement for medication therapy. Urine testing will be done at each medication refill appointment. If the patient' s insurance does not or will not cover this test, the patient is responsible for this fee. This will be an "Advanced Beneficiary Notice" (ABN). If the patient chooses not to accept this agreement, Opioids will not be prescribed as part of the treatment plan.
3. Appointments
   a. Making - The patient understands and agrees that all appointments are made in advance by calling the office. Further, the patient understands that there are no walk-in appointments. The patient understands the provider prefers that all patients be referred from a primary care provider who is responsible for implementation of recommendations as a result of the consultation.
   b. First-Visit - The patient understands and agrees that an initial visit does not constitute an agreement between patient and provider of ongoing, primary care and management. Rather, a first visit constitutes a consultation only, which may lead to an agreed individual treatment plan for the management of pain only. The patient understands further that an initial visit does not guarantee dispensing of prescription, in particular controlled substance (narcotics).
   c. Keeping - The patient understands and agrees they are responsible for attending a scheduled appointment and that if it is necessary to cancel or reschedule they must do so at least 24 hours in advance of the scheduled appointment.
   d. Missing - The patient understands and agrees that missing appointments may deprive other patients an opportunity to see the provider and will be required to pay a fee of $75.00 upon being a "no-show" a second time. If the patient is a "no-show" three times, the patient will be discharged from the practice and require a new consultation from the referring provider.
4. Individual Treatment Plan
   a. Compliance - The patient understands and agrees that the provider will make recommendations and outline a treatment plan that includes a combination of behavioral modification, interventional procedures, and possibly medication management, and that compliance with this plan is vital for the best possible change of improvement. The patient promises to be compliant with this agreed treatment plan, and that if circumstances arise or conditions change such that the patient cannot be compliant, the patient will inform the provider so that a mutual agreeable change, if deemed medically viable in the sole judgment of the provider, to the treatment plan can be effected.
   b. Choice - The patient understands and agrees that they have a choice of whether or not to undergo procedures in terms of pain management. However, the patient also understands and agrees that the provider primarily specializes in interventional procedural pain management, and if the only choice of the patient is medical management, a consultation will be completed and the patient will be referred back to the primary provider for medical management implementation. If this is not acceptable to the patient, a list of physicians who provide primarily medical management in the treatment of chronic pain will be given to the patient and the patient then further agrees that all requirements of Business and Professionals (B&P) Code 2241.5 will have been met.
   c. No Guarantee of Performance - The patient understands and agrees that pain is a symptom, not a diagnosis. Further, pain is an individual experience that impacts life psychologically, socially, and physically. As such, a pain treatment plan is individualized based and results may vary. These treatments

may or may not be effective as perceived by the patients. The provider will endeavor to find a treatment plan that is mutually satisfactory, however under no circumstances does this constitute a warranty of performance or guarantee. If the patient is dissatisfied with services rendered, the sole remedy will be governed by section 4b and 6b of this agreement.

d. Individual Treatment Plan Components

d.i. Medications - Defined as drugs taken or applied as directed by the provider as part of the individual treatment plan.

d.i.1. On-Label - Patient understands and agrees that medications may be prescribed and that some of these may have a Federal Drug Administration (FDA) approved and studied indication for the treatment of pain.

d.i.2. OFF-Label - The patient also understands and agrees that research and development of medications is lengthy and expensive, and further that some medications which do not have an express FDA approved indication (Off-Label), are known to be effective in the management of pain. Some of these medications may be part of the individual treatment plan. Some examples include anti-depressants, topical medications, and anti-epileptic drugs.

d.i.3. Generic and choice - The patient understands and agrees that the provider may directly offer for sale to the patient medications that are part of the treatment plan. These medications meet FDA standards in labeling and meet requirements as generic alternatives. The patient understands they have no obligation to purchase these medications directly from the provider.

d.ii. Procedures - Defined as surgical interventions involving needles, injections, or minor surgical procedures, performed either in the office or in a surgical suite.

d.ii.1. On-Label and Off-Label - The patient understands that part of the treatment plan may include interventional procedures. Some of these procedures may be considered "experimental" or off-label. However, any decision to go forward with procedure will be made mutually after discussion of informed consent, alternatives, risks, and benefits.

d.ii.2. Not Covered by Insurance - Some recommended procedures might not be covered by insurance. The provider will endeavor to obtain pre-approval for any agreed procedure. This may delay scheduling of the procedure. In the event the insurance carrier declines coverage, the patient agrees they have the choice to undergo the NON-covered procedure, but agree to be financially responsible for the provider's usual and customary charge.

d.ii.3. No Guarantee of Performance - Response to procedures is as individual as the pain syndrome being treated. As such, there is no guarantee of performance or warranty for any procedure performed.

d.iii. Adjuncts - Defined as non-procedural or medical interventions for the treatment of pain.

d.iii.1. Behavioral therapy - The patient understands and agrees that psychological factors, such as depression, are caused or worsened by chronic pain. These conditions may actually cause more pain, and as such, the overall pain syndrome may not improve without behavioral therapy to lesson the impact of these factors. The patient understands and agrees that behavioral therapy maybe prescribed as part of the individual treatment plan. Further, no - compliance with recommendations may be addressed by section 4a of this agreement. Also, the patient understands that opioid "narcotic" therapy may require ongoing behavioral therapy and that the "Opioid Informed Consent and Agreement" will govern non-compliance.

d.iii.2. Physical Therapy - The patient understands and agrees that physical therapy is a structured, individualized, physical conditioning program, which is particularly effective in managing many pain syndromes. This may be prescribed as part of the individualized treatment plan. The patient will endeavor to be compliant with referrals.

d.iii.3. Other Consultations - The patient may also be interested in alternative therapies, such as acupuncture. These therapies may not be covered by insurance. The provider will make recommendations and referrals to licensed acupuncturists, however the handling of payment and insurance will be strictly between the patient and the acupuncturists. Failure to follow alternative therapy recommendations does not constitute a breach of compliance by the patient.

5. Severability

a. Treatment complete - The patient agrees and understands that the doctor/patient relationship is terminated when the patient or provider deems treatment complete. This may occur when the pain syndrome has either resolved (rarely), or when the pain is adequately managed to the satisfaction of the patient. However, treatment complete may also occur when all avenues, as governed by the provider's medical judgment, have been exhausted in the management of the patients' pain syndrome. Treatment complete may be designated as well if there are repeated instances of failure to comply with the individual treatment plan.

b. Return to Primary Care of Referring Physician - The patient understands and agrees that under no circumstances will provider function as primary care provider, rather is performing as a specialist solely for

the management of a pain syndrome. The patient understands and agrees that any abnormality found on laboratory tests or imaging (MRI, CT Scan, X-ray) not directly related to the pain syndrome may require a return to the primary care physician. As a result, the patient promises to maintain a relationship with a designated primary care provider and to follow-up exclusively with that individual for non-pain syndrome related conditions. Also, the primary care provider will be the point of contact once treatment is deemed complete.

c. Patient Dissatisfaction with Provider and/or Individual Treatment Plan - The patient agrees and understands that at any time should the patient become dissatisfied with their progress in management of their pain syndrome their sole remedy shall be to request a list of other pain management physicians in accordance with B&P Code 2241.5

6. Disclosure: Physician(s) may provide consulting services to pharmaceutical and Medical Device companies, however in no way does that influence what procedures or medications may be prescribed. For a current list of consulting cases please ask your provider.
7. Liability
   a. Pain and Suffering - The patient agrees and understands that a pain syndrome by definition is a subjective state of pre-existing pain and suffering, and as such agrees not to hold provider responsible for any pain and suffering allegations related to this condition or make any allegations of causation through any treatment by the provider.
   b. Dissatisfaction with Individual Treatment Plan - The patient agrees and understands that the sole remedy for dissatisfaction with progress in management of their wholly subjective pain syndrome is requesting a list of other pain management specialists as kept by the local medical society in accordance with B&P Code 2241.5
   c. Agreement to Arbitrate - The patient agrees and understands that as a condition to develop an individual treatment plan following the first consultation, the patient agrees to waive any trial by jury for allegations of medical malpractice or patient abandonment. The patient further agrees that all medico-legal and legal disputes will be instead be governed by binding arbitration in accordance with Cal. Civ. Proc. Code § 1295 (West 1982)
8. Survivability
   a. If any portion of this agreement is deemed invalid, the remaining portions of this agreement shall continue in full effect.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL
CAL. CCP. CODE § 1295

_____

SIGNED AND AGREED BY PATIENT DATE

_____

WITNESS SIGNED DATE

NEW PATIENT AGREEMENT AND CONSENT TO INDIVIDUAL TREATMENT PLAN

I CERTIFY THAT I HAVE RECEIVED A COPY OF THE NEW PATIENT AGREEMENT. I HAVE READ AND UNDERSTAND MY PART OF THIS AGREEMENT.