



Mutual Agreements, Consents, and Resolution of Concerns

(Revised for Florida DOH / FTC / CMS Compliance)

1. Privacy, Communications, and Patient Feedback

Spine and Pain Institute of Nona dba Nona Spine and Pain Institute respects Patient privacy and complies with all applicable federal and state privacy laws, including HIPAA. Nona Spine and Pain Institute does **not** disclose protected health information for third-party marketing purposes without valid authorization and does not condition care on patient participation in marketing activities.

We welcome Patient feedback as part of our commitment to quality improvement. Patients are encouraged to communicate concerns directly with our office so that issues may be addressed promptly and constructively. Upon request, Nona Spine and Pain Institute may provide general information regarding commonly used public feedback platforms; however, Patient retains sole discretion regarding where and how feedback is shared.

Nothing in this Agreement restricts or limits Patient's right to provide truthful, non-defamatory opinions or commentary regarding their experience with Nona Spine and Pain Institute, whether publicly or privately, including on internet platforms, social media, or other forums.

No provision of this Agreement shall be construed to:

- Prohibit the patient from posting reviews or commentary
- Require assignment or transfer of intellectual property rights in patient commentary
- Restrict Patient speech protected under federal or state law

2. Informed Consent and Regulatory Complaints

Patient acknowledges that all recommended procedures, including surgical and interventional procedures, are accompanied by a separate informed consent process that includes discussion of:

- The nature and purpose of the procedure
- Reasonable alternatives
- Material risks, benefits, and potential complications

Patient affirms that informed consent is obtained voluntarily and that questions are encouraged and addressed prior to treatment.



Patient understands and acknowledges the right to file a complaint with the **Florida Department of Health, Division of Medical Quality Assurance, Board of Medicine**, as provided by law. Nothing in this Agreement is intended to waive, limit, discourage, or interfere with that right.

Patient further acknowledges that Florida law provides protections against knowingly false or bad-faith complaints, including potential civil liability as provided under **Florida Statutes §456.073(11)**.

3. Resolution of Concerns and Professional Standards

Patient and Nona Spine and Pain Institute acknowledge that:

- Medical outcomes cannot be guaranteed
- Complications and unsatisfactory outcomes may occur despite adherence to the standard of care
- Differences in medical opinion do not, by themselves, constitute negligence

Patient agrees that any claims or allegations relating to medical care shall be based on **good-faith belief**, supported by competent medical evidence, and not be frivolous or knowingly false.

In the event a medical malpractice claim is asserted, Patient agrees that expert medical opinions offered in support of such claim shall, to the extent required by law, be provided by **appropriately qualified, board-certified physicians in the same or similar specialty**, consistent with Florida statutory requirements governing expert testimony.

Nothing in this section limits the Patient's legal rights or remedies as provided under Florida law.

IMPORTANT NOTICE TO PATIENT:

Florida law provides constitutional access to the courts. This section contains a **voluntary limitation on non-economic damages** and is **not required** to receive emergency care.

Patient acknowledges that:

- This provision has been explained
- Patient has been advised of the right to consult independent legal counsel
- Patient has a three (3) business-day right to rescind this waiver

In consideration of non-emergency medical services provided by Nona Spine and Pain Institute, Patient **knowingly and voluntarily agrees** that in any medical malpractice action arising from



care rendered by Nona Spine and Pain Institute, recovery of **non-economic damages** shall be limited to **\$250,000**, regardless of the number of claimants or defendants.

This limitation does **not** apply to economic damages.

This waiver:

- Is voluntary
- Is not a condition of emergency care
- Expires one (1) year from the date of execution
- May be rescinded in writing within three (3) business days

Patient Acknowledgment

By signing below, Patient acknowledges that:

- This Agreement has been read and understood
- No promises or guarantees of outcome have been made
- Patient is signing voluntarily and without coercion

Patient Name: _____

Patient Signature: _____ **Date:** _____

Notary Acknowledgment (If required)

DATED this _____ day of _____, 20____

By: _____ (PATIENT)

Sworn to and subscribed before me this _____ day of _____,
20____ by _____, who is personally

known to me, or has produced the following identification: _____.

Notary Public Signature

My Commission Expires: