



# Medicinal Cannabis Treatment Consent Form

## Overview of Consent Form

The primary objective is to provide the necessary information (in conjunction with the clinical consultation) to allow patients to make an informed decision and consent to Medicinal Cannabis (MC) treatment. Further objectives of this MC treatment consent form are to:

1. Describe the risks and possible complications of the treatment.
2. Explain the patient's responsibilities.
3. Establish a patient registration scheme for MC patients.
4. Explain CDA's, this Medical Practice and any treating clinicians' duty of care statement.
5. Consents, including gathering personal and medical information and contact for communications.
6. Acknowledge that this consent form covers all aspects of medicinal cannabis prescription and treatment, all related Practices, and additionally CDA Group (CDA) which is CDA Health Pty Ltd, Cannabis Doctors Australia Pty Ltd, and all related entities, companies, subsidiaries, doctors, nurses, clinicians, officers, employees, contractors, affiliates and agents.

## Benefits, Risks, and Possible Complications of Medicinal Cannabis

I acknowledge that:

1. MC is generally considered an experimental drug, and, in many cases, there is limited data from which to draw specific recommendations for treatment. For more information you can visit: [www.tga.gov.au/medicinal-cannabis-guidance-documents](http://www.tga.gov.au/medicinal-cannabis-guidance-documents)
2. MC drugs are, in general, not registered in Australia for use in my condition by the Therapeutic Goods Administration (TGA) of the Australian Department of Health and Aging, and as such arrangements to access to MC medicines are generally to be made through a Special Access Scheme (SAS) pathway. The TGA who have the discretion to allow such approvals under the TGA Goods Act 1989.
3. MC benefits and harms in children, pregnancy and breast-feeding are not well investigated and CDA Group and this Practice are not liable for any damages or claims relating directly or indirectly from MC use.
4. MC may interact with my current medications and cause side effects from these medications.
5. MC use with vapourisers or other modes of use may cause known or unknown side effects.
6. I waive and disclaim any of my rights to claim against the CDA Group and this Practice for any possibility of side-effects, adverse effects, and unknown risks involved in taking MC.
7. Possible known side-effects of MC compounds, principally with Tetrahydrocannabinol (THC), may include and are not limited to: nausea, light-headedness, uncontrolled laughter or euphoria, dry mouth, increased appetite, vomiting, relaxation, sedation, drowsiness, abnormal blood pressure, physical weakness, confusion, disorientation, dizziness, vertigo, coordination imbalance, memory changes, cognitive impairment, bowel changes, anxiety, hallucinations, paranoid thoughts, psychosis, mental disturbance, abnormal heart rate, lethargy, seizures, and chronic bronchitis (if inhaled).

## Patient Responsibilities

It is my responsibility to ensure that I listen to the doctor, clinician and pharmacist in the consultations. I have had and/or will have a good opportunity to discuss and explore MC treatment for my personal health; and I agree to the following:

8. I declare that I do not have any medical conditions which are potentially dangerous or contra-indicated with MC treatment, principally THC, including:

- Hypersensitivity to cannabinoids or any type of excipients.
- Substance addiction or the intentional use of drugs for non-medical purposes.
- On a drug-dependent register.
- Known or suspected personal history of schizophrenia or psychotic illness.

- Known or suspected family history of schizophrenia or psychotic illness.
  - Known or suspected personal history of severe personality disorder.
  - Known or suspected severe or unstable cardio-pulmonary disease.
9. Regular reviews with my cannabis doctor or clinician as instructed or as required.
  10. To carefully follow the clinician's advice on dosage and frequency of MC.
  11. Maintain a healthy lifestyle that will help my condition or symptoms.
  12. Avoiding alcohol, intoxicants, or recreational drugs that will interact with MC treatment.
  13. Follow my cannabis doctor and clinician's advice on blood testing or additional investigations.
  14. Ongoing consultation with my referring doctor or clinician.
  15. Informing my cannabis doctor and clinician of all concurrent medications or supplements.
  16. I will inform my doctors and clinicians if MC does not work for my condition or symptoms.
  17. I will report if I suffer any adverse event, side-effect and reactions to my cannabis doctors and clinicians.
  18. I am aware and will comply with any laws relating to the operation of any: vehicle; boat; aircraft; machinery; or other regarding the use of THC or MC and blood, serum, saliva, or other levels. I further agree that it is my responsibility and I release CDA Group and this Practice from any liability in relation to the operation or use of any vehicles or machinery.

## Patient Registration Scheme

I consent to be part of a CDA patient registration and monitoring program for MC users. I agree:

19. That once available, I may be given access to a CDA monitoring program (or otherwise labelled) and I consent to use the CDA monitoring program to monitor my symptoms, progress and any other personal details.
20. That the CDA monitoring program will track and monitor my personal details, clinical details and MC data.
21. I consent that any data entered in the CDA monitoring program becomes accessible, stored and used by CDA or CDA associates, and I release any claim I have over the use of data collected by CDA.
22. That I may be contacted with further information on MC as it is made available by the CDA Group.

## CDA Group and this Practice's Duty of Care

23. CDA and this Practice can provide further suggestions for patients who would like more information, and this can include making a further appointment with your doctor or clinician to discuss MC treatment. CDA and this Practice can explain the information to patients again in simpler terms and can provide a referral to another specialist for another opinion. CDA and this Practice can also provide information in another language or via a translator if requested by patients or carers, at the patients cost.
24. CDA, this Practice and the CDA monitoring program have a duty to adhere to the legal procedures relating to the security and privacy of electronically transmitted and stored information. Including a duty of confidentiality which is protected in the Privacy Act 1988.

## Consent to Gathering of Personal and Medical Information

25. CDA and this Medical Practice collects information from you for the primary purpose of providing quality health care. We require you to provide us with your personal details and a full medical history so that we may properly assess, diagnose and treat illnesses and medical conditions, ensuring we are proactive in your health care. To enable ongoing care, and in keeping with the Privacy Act 1988 and Australian Privacy Principles, we wish to provide you with sufficient information on how your personal information may be used or disclosed and record your consent or restrictions to this consent.
26. Your personal information will only be used for the purposes for which it was collected or as otherwise permitted by law, and we respect your right to determine how your information is used or disclosed. The information we collect may be collected by a number of different methods and examples may include: medical test results, notes from consultations, Medicare details, data collected from observations and conversations with you, and details obtained from other health care providers (e.g. specialist correspondence).
27. By signing below, you (as a patient/parent/guardian) are consenting to the collection of your personal information, and that it may be used or disclosed by the CDA and the Practice for the following purposes:
  - Administrative purposes in the operation of our medical practice.
  - Billing purposes, including compliance with Medicare requirements.

Follow-up reminder/recall notices for treatment and preventative healthcare, frequently issued by SMS.

- Disclosure to others involved in your health care, including treating doctors and clinicians outside this Medical Practice. This may occur through referral to other clinicians, or for medical tests and in the reports or results returned to us following the referrals.
- Accreditation and quality assurance activities to improve individual and community health care and Practice Management.
- For legal related disclosure as required by a court of law.
- For the purposes of research only where de-identified information is used.
- To allow medical students and staff to participate in medical training/teaching using only de-identified information.
- To comply with any legislative or regulatory requirements, e.g. notifiable diseases.
- For use when seeking treatment by other clinicians in this Practice.

28. At all times we are required to ensure your details are treated with the utmost confidentiality. Your records are very important, and we will take all steps necessary to ensure they remain confidential. Please sign below if you understand and agree to the following statements in relation to our use, collection, privacy and disclosure of your patient information.

## Consent to Communications

29. By using the Services or Software, you agree that CDA, this Practice and those acting on its behalf may send you text (SMS) messages, email or other communications. These messages may include operational messages about your use of the Services, as well as marketing or other promotional messages. Messages from CDA, its affiliated companies and necessary third-party service providers, and this Practice, may include but are not limited to: operational communications concerning your User account or use of the Services, updates concerning new and existing features on CDA, communications concerning promotions run by us or our third-party partners, and news concerning CDA and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. Your agreement to receive promotional texts is not a condition of any purchase or service offered by CDA or this Practice. If you change or deactivate the phone number or other contact details you provided to CDA or this Practice, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number or contact details. You agree that texts, calls, or pre-recorded messages may be generated by automatic telephone dialing systems.

30. You may opt out of receiving text messages and communications from CDA or this Practice at any time by contact us to deactivate these services. NOTE: if you opt-out of receiving all text messages or communications from CDA or this practice, you will not be able to use certain Services without agreeing to receive text messages and communications. You may continue to receive text messages or communications for a short period while the CDA or this Practice processes your request.

31. You may opt back into receiving text messages from CDA or this Practice at any time by contact us.

## Final declaration

I declare that:

32. I agree that all the necessary information has and/or will be provided to me to make an informed decision.

33. I will carefully follow the advice of my cannabis doctors and clinicians on MC dosage and frequency.

34. I understand the potential risks, possible side effects and complications of MC treatment.

35. I agree that MC may not work for my medical condition or symptoms.

36. I confirm that I have been and/or will be provided all the appropriate information concerning MC treatment, and I am satisfied to fully consent to MC treatment, and I have had and/or will have the opportunity to make further requests for information and prior to starting MC I will not have any further requests for information on MC treatment.

37. I consent to personal information being shared with health professionals, government or CDA affiliates for the purposes of application, compliance, health or sundry.

38. I have read the information above and understand the reasons why my information must be collected, and the purposes for which my information may be used or disclosed. I understand that if my information is to be used for any purpose other than that set out above, my further consent will be obtained.

39. I give permission for my personal information to be collected, used and disclosed as described above including contact via SMS to my mobile phone number. I understand only my relevant personal information will be provided to allow the above actions to be undertaken and I am free to withdraw, alter or restrict my consent at any time by notifying CDA and this Practice in writing. I consent to CDA and this Practice collecting my information from other medical providers.

40. It is my responsibility alone to ensure I comply with all laws, employment contracts, safety guidelines and sundry regarding MC treatment and THC/other cannabinoid levels within my body.

41. I acknowledge that my cannabis doctor and this Practice may have an interest in MC and Hemp companies, and/or CDA Health Pty Ltd (CDH), which has ownership interests in Cannabis Doctors Australia Pty Ltd, Burleigh Heads Cannabis Pty Ltd and beyond. Furthermore, I acknowledge that my prescription, treatments or recommendations may benefit the CDA Group and/or this Practice.

42. CDA Group and this Practice accepts no liability or claims for the prescribing, dispensing, compounding or administration of MC products.

43. All costs of accessing, purchasing, using and sundry of MC are my personal responsibility.

44. I agree not to share, sell, lend, trade MC or in any way give my MC to any other person. I realize this is an illegal act. I also agree that my cannabis doctor, clinician and/or pharmacist may work with the police and/or government authorities to investigate any alleged misuse of my MC.

45. I have been advised and understand that it is an offence, under section 79(2AA) of the Transport Operations (Road Use Management) Act 1995 (Qld), or equivalent State or Territory legislation, for a person to drive, attempt to put in motion, or be in charge of, a motor vehicle, tram, train or vessel, while the person has delta-9-tetrahydrocannabinol (THC) present in the person's blood or saliva. I acknowledge that I must not drive or operate heavy machinery whilst taking THC and that doing so I am likely breaking the law. I understand that a legally issued prescription does not provide a defence to such an offence.

46. I agree to all Trading Terms and Conditions, all Terms and Conditions of Use, all sundry Terms and Conditions, and all Privacy Policies for CDA and this Practice, and these can be viewed online anytime on the relevant entity's web page and/or [www.CDAclinics.com.au](http://www.CDAclinics.com.au).

47. If signed on behalf of a patient, I acknowledge that I accept full responsibility for MC use on behalf of the patient.

DATE: \_\_\_\_\_

PATIENT FULL NAME: \_\_\_\_\_

PATIENT DOB: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

IF APPLICABLE - LEGAL GUARDIAN'S NAME: \_\_\_\_\_

**\*PLEASE ENSURE YOU SIGN EACH PAGE AND SEND ALL PAGES IN THIS DOCUMENT TO CDA CLINICS.**