

# Premier Brain & Spine Institute, INC

## **CONTROLLED SUBSTANCE (NARCOTIC) AGREEMENT**

The purpose of this consent is to protect your access to controlled substances and to protect our ability to prescribe for you. The long-term use of such substances as opiates (narcotic analgesics), benzodiazepine, tranquilizers, and other sedatives are controversial because of uncertainty regarding the extent to which they provide long-term benefit. There is also the risk of an addictive disorder (psychological dependence/physical dependence) developing or of relapse occurring in a person with a prior addiction. The percent of this risk is not certain. Because these drugs have the potential for abuse or diversion, strict accountability is necessary when use is prolonged. For this reason the following policies are agreed to by you, the patient, as consideration for, any condition, the willingness of the physician and/or physician assistant whose signature appears below to consider the initial and/or continued prescription of controlled substances to treat your chronic pain.

### ***GENERAL***

1. All controlled substances must come from the physician and/or physician assistant who's initial appears below or, during his or absence, by the covering physician or physician assistant unless specific authorization is obtained for an exception. (Multiple sources can lead to untoward drug interactions or poor coordination of treatment).
2. All controlled substances must be obtained at the same pharmacy. Should the need arise to change pharmacies our office must be informed in writing.
3. You are expected to inform our office of any new medications or medical conditions, and of any adverse affects you experience from any of the medications that you take.
4. The use of medications is not designed to completely eliminate the pain, rather the medication is used to significantly reduce pain so that the individual may be able to perform many activities of daily living as well as social activities. It is hoped that the use of these medications will improve the quality of life but is not expected that the pain relief will be complete.
5. You may not share, sell, trade, exchange your medications for money, goods, services, etc. or otherwise permit others to have access to these medications. You agree to keep these medications in a secure place.
6. You, the patient, may be subject to voluntary evaluation by psychologists or psychiatrists (at the patient's expense if necessary) before treatment and this will be reevaluated every 3-6 months thereafter while being maintained with opioid/pain therapy.
7. Since the drugs may be hazardous or lethal to a person that is not tolerant to its affects, especially a child, you must keep them out of the reach of such people.

8. Prescriptions and bottles of these medications may be sought by individuals with chemical dependency and should be closely safeguarded. It is expected that you will take the highest possible degree of care with your medication and prescription. They should not be left where others might see or otherwise have access to them.

9. It may be requested by an NSS provider that original containers of medications be brought into the office at each visit to document compliance and to prevent overuse.

10. I will not attempt to get pain medications from any other health care provider without telling them that I am taking pain medications prescribed by the NSS providers.

11. The prescribing physician has permission to discuss all diagnostic and treatment details with dispensing pharmacist or other professionals who provide your health care.

12. Quarterly drug screens as well as unannounced, random urine or serum toxicology screens may be requested by an NSS provider to determine my compliance with this agreement and my regimen of pain control medication. Tests may include screens for illegal substances, and your cooperation is required. Presence of unauthorized substances may prompt referral for assessment for addictive disorder. Refusal of such testing may subject you to an abrupt rapid wean schedule in order for the medication to be discontinued or prompt termination from care.

13. I realize that it is my responsibility to keep others and myself from harm, this includes the safety of my driving and the operation of machinery. If there is any question of impairment of my ability to safely perform any activity, I will not attempt to perform the activity until my ability to perform the activity has been evaluated or I have stopped the medication long enough for the side effects to resolve. This applies to all medications prescribed by NSS.

14. I will not use any illegal substances (cocaine, heroin, marijuana, crystal meth., ecstasy, ketamine, etc.) while being treated with controlled substances. Violation of this could result in the cessation of the prescribing of any controlled substances and termination of care at NSS effective immediately.

15. I will not alter my medication in any way (for example crushing or chewing tablets) or use any other auto-delivery (for example injection or insufflations) other than as prescribed by NSS.

16. Long-term agents (MS Contin, Oxycontin, Oramorph, etc.) must be taken whole and are not allowed to be broken, chewed, crushed, injected, and snorted. Potential toxicity could occur due to rapid absorption if taken inappropriately, which often times may lead to death.

17. I understand that changing date, quantity or strength of medications or altering a prescription in any way, shape or form is against the law. Forged prescriptions or the provider's signature is also against the law. NSS cooperates

fully with law enforcement agencies locally as well as the Drug Enforcement Agency (DEA) in regards to infractions involving prescription medications. If there is a law violation this will be reported to the patient's pharmacy, local authorities and DEA.

18. I will discontinue all previously used pain medications, unless told to continue them by NSS. I will keep NSS informed of all medications I may receive from other physicians.

This includes the emergency department at hospitals if being treated. You the patient also agree to inform other treating physicians that you are under controlled substance agreement at NSS.

19. I understand that strong medications, which may include opiates and other controlled substances may be prescribed for pain relief. I understand that there are potential risks and side affects with taking any medications, including the risks of addiction. Overdose of opiate medication may cause injury or death by stopping breathing. This may be reversed by emergency personnel if they know I have taken opiate pain killers. It is suggested that I wear a medical alert bracelet or necklace that contains this information. Other possible complications include, but are not limited to, constipation which could be severe enough to require medical treatment, difficulty with urination, fatigue, drowsiness, nausea, itching, stomach cramps, loss of appetite, confusion, sweating, flushing, depressed respiration, and reduced sexual function.

20. I realize that all medications have potential side affects and interactions. I understand and accept that there may be unknown risks associated with the long-term use of substances prescribed.

21. It should be understood that any medical treatment is initially a trial, in that a continued prescription is contingent on evidence of benefit.

22. The risks and potential benefits of these therapies are explained elsewhere (and you acknowledge that you have received such explanation).

23. I will keep all scheduled appointments in the NSS clinic. Three or more cancellations with less than 24 hours notice can result in a termination of my treatment by NSS.

24. (Males only) I am aware that chronic opioid use has been associated with low testosterone levels in males. This may affect my mood, stamina, sexual desire and physical and sexual performance. I understand that my physician may check my blood or request that my primary care provider do routine testing to see if my testosterone level is normal.

25. (Females only) If I plan to become pregnant or believe that I have become pregnant while taking this medication, I will immediately call my obstetric doctor and/or primary care provider and the NSS office to inform them. I am aware that,

should I carry a baby to delivery while taking these medications, the baby will be physically dependent upon opioids. I am aware that the use of opioids is not generally associated with the risk of birth defects. However, birth defects can occur whether or not the mother is on medications and there is always the possibility that my child will have a birth defect while I am taking opioids. The child could be physically dependent on the opiates and withdrawal can be life threatening for a baby. If a female of child-bearing age, I certify that I am not pregnant and will use appropriate contraceptive measures during the course of treatment with medications from NSS. If I become pregnant during my care, I understand that my NSS provider reserves the right to terminate my pain management contract.

#### REFILLS

26. Prescriptions will not be phoned in after hours, on weekends or holidays. No exceptions.

27. Timely request for refills of medications are solely the patient's responsibility. You agree to adhere to the NSS prescription pick-up policy.

28. I agree that I will use my medication at a rate no greater than the prescribed rate unless it is discussed directly with an NSS prescriber/physician.

29. The prescribing provider will be the only one to decide when and how the patient is to increase or decrease various pain medications. If the provider decides to discontinue the use of pain medicine, the provider will follow the patient through a tapering schedule.

30. Early refills will not be given. The patient is responsible for taking the medications as prescribed. No unauthorized increase in medications will be tolerated.

31. Refills will not be made as an "emergency". There is a 3 day minimal request to request medication/prescription refills (please see NSS prescription policy).

32. Changes in prescriptions/refills will be made only during scheduled appointments and not via phone, at night, on weekends or holidays. This policy will be strictly adhered to.

33. The patient will sign off on "Prescription Policy" for any prescriptions picked-up from office. This will inform patient of any recent changes regarding NSS prescriptions/policies.

34. Renewals are contingent upon keeping scheduled appointments and following the NSS prescription policy.

35. I agree that continued refill of medications may be contingent upon compliance with other chronic pain treatment modalities recommended by my

doctor/physician assistant and with the program in general.

36. Refills will not be made if “I ran out early” or “I lost my prescription” or “spilled, damaged, misplaced, stolen medication”. The patient is responsible for taking the medications in the dose prescribed and for keeping track of the amount remaining.

37. Medications will not be replaced if they are lost, misplaced, or destroyed, etc. If your medication has been stolen and you complete a police report regarding the theft, an exception may be made at the discretion of the NSS prescriber/provider. However, there is a fee for prescription replacement. (Please refer to our “Administrative Fee Schedule Sheet”)

38. Prescriptions may be issued earlier if the physician or patient will be out of town when a refill is due. These prescriptions will contain instructions to the pharmacist regarding when prescription(s) is allowed to be refilled.

39. If the responsible legal authorities have questions concerning your treatment, all confidentiality is waived and these authorities may be given full access to our records of control substances administration. (For example, you are obtaining medications from other physicians and/or pharmacies)

40. I understand that I must contact an NSS prescriber/provider before taking tranquilizers or prescription sleeping medications. I understand that the combined use of the various drugs, opiates as well as alcohol, may produce confusion, profound sedation, respiratory depression, blood pressure decrease and even death.

41. I understand that once my pain management is optimized; refill of my medications may be transferred to my primary care physician. If I do not have a primary care physician at that time I will have from 1-3 months to find a physician who will take over my care and prescribe my medications.

42. I understand that my medication regimen may be continued for a definitive time, as determined by my NSS providers. My case may be reviewed periodically. If there is not significant evidence that I am improving or that progress is being made to improve my function and quality of life, the regimen might be tapered or possibly discontinued and my care referred back to my primary care physician.

#### WITHDRAWAL SYNDROME / TOLERANCE

43. These drugs should not be stopped abruptly, as an abstinence syndrome (“withdrawal syndrome”) will likely develop.

44. I understand that opiate analgesics could cause physical dependence within a few weeks of starting opioid therapy. If I suddenly stop or decrease the medication, I could experience withdrawal symptoms which may occur in 24-48 hours of last dose of opioid therapy. Typically this will last a few days. The withdrawal symptoms are usually self limited but could in rare cases be life threatening.

45. Potential symptoms : yawning, nausea, vomiting, watery eyes/nose,

abdominal cramps, diarrhea, muscle or body aches, sweats, chills, hot/cold flashes, “goose flesh”, anxiety, agitation, irritability, insomnia, tremors, “racing heart” (increased or decreased heart rate), sweating, watery eyes, runny nose, anxiety, tremors, achy muscles, hot or cold flashes, craving for the medication.

46. Withdrawal from other medications can also have serious consequences, including the risk of injury or death. I will not discontinue any medication I take regularly without consulting an NSS provider or my primary care provider.

47. Tolerance is a condition which can occur with the use of opioid medications. It is defined as a need for a higher opioid dose to maintain the same pain control. Usually tolerance to sedation, euphoria, nausea and vomiting occurs more commonly than tolerance to pain relief. This condition may be controlled by switching to a different opioid medication. Tolerance can also be managed by adding a second different drug to the opioid management. If tolerance to the opioid becomes unmanageable the opioid will be tapered and discontinued. The patient must report significant side effects to each of the medications. For example: over sedation, nausea, vomiting, constipation, confusion, euphoria (high feeling) and dysphoria (down feeling), dizziness, sweating, respiratory depression (slow breathing), stomach upset, quick-sudden-jerky movements of the arms or legs, headaches, weakness, tremors, seizures, dreams, muscular stiffness, hallucinations, disorientation, visual disturbances, insomnia, dry mouth, diarrhea, stomach cramps, taste alteration, flushing of the face, chills, increase or decrease in heart rate, increase or decrease in blood pressure, difficulty in urination, itching, skin rashes, swelling with the skin, irritation, irritability, and sexual dysfunction.

48. It is clearly understood that the use of narcotic medication may result in physical dependence. This condition is common to many drugs including steroids, blood pressure medications, anti-anxiety medications, anti-seizure medications as well as opioids. Physical addiction poses no problem to the individual or to the prescribing provider as long as the individual avoids abrupt continuation of the medication. Medication can be safely discontinued after 2-3 weeks of a slow taper. Treatment of intractable chronic pain problems with the use of opioids is controversial. It is however endorsed by many specialists in the field for pain problems, not treatable by any other methods.

49. Treatment of pain problems with this method is nearly always accomplished by using the “analgesic ladder” (using less potent pain medications first and adding to these, other adjuvant medications to achieve a combined affect). Psychological addiction should also be understood as a possible risk to the use of opioid medications. This has been shown to be an infrequent occurrence in patients who have been diagnosed with an organic disease causing chronic pain.

50. Psychological addiction is recognized when the individual abuses the drug to obtain mental numbness or euphoria, when the patient shows a drug craving behavior or “doctor shopping”, when the drug is quickly escalated without

correlation with the pain relief or when the patient shows a manipulative attitude toward the physician/provider in order to obtain the drug. If the individual exhibits such behavior, the drug will be tapered and the individual will not be a candidate for continued treatment.

#### COMPLIANCE

51. I understand that phone calls after hours should be for issues such as post-procedure or post-surgical complications, significant medication side effects, and other urgent matters. For the true medical emergency, "911" should be called and/or emergency department treatment should be sought. For non-emergency matters the clinic should be called during normal business hours. There may be a fee assessment for non-emergent calls being placed outside routine clinic hours. This is not billable to your insurance.

52. I understand that the main treatment goal is to improve my ability to function and/or to work and/or to reduce pain. In consideration of that goal and the fact that I may be given potent medication to help me reach that goal, I agree to help myself by following better health habits. This may include exercise, weight control, and avoiding the use of nicotine. I must also comply with the treatment plan as prescribed by my doctor. I understand that through following a healthier lifestyle I can hope to have the most successful outcome to my treatment.

53. I agree to fully comply with all aspects of my treatment program, including behavioral, medicine and physical therapy. Failure to do so may lead to discontinuation of my medication and discontinuation from the pain program.

54. I agree to waive any applicable privilege or right to privacy or confidentiality with respect to the prescribing of my pain medications and authorize the physicians, my pharmacy and insurers to cooperate fully with any city, state or federal law enforcement agency in the investigation of any possible misuse, sale, or other diversion/inappropriate use of my pain medication. I authorize NSS to provide a copy of this agreement to my pharmacy, other health care providers, insurance carrier and any emergency department upon request. I give my permission to allow sharing of medical history in regards to medication use with other health care agencies/facilities.

55. My Neuroscience Specialists (NSS) physician/physician assistant agree that this agreement is important to my providers ability to treat my pain effectively and my failure to comply with the agreement may result in the discontinuation of prescribed medications by my provider and termination of the physician/provider/patient relationship.

56. I have thoroughly read, understand and accept all of the above provisions. Any questions I had regarding this agreement have been answered to my satisfaction by the NSS prescribing provider. I understand all the policies regarding the prescribing and use of opioids and other medications. I agree to comply with the NSS medication management program. I also agree to random testing and detoxification if further indicated.

57. It is understood that failure to adhere to these policies may result in cessation of therapy with controlled substances prescribed by this

physician/physician assistant or referrals for further specialty assessment.

58. You are informed that you have the right and power to sign and be bound by this agreement, and that you have read, understand and accept all of its terms.

The NSS physicians/physician assistants understand that emergencies can occur and under some circumstances exceptions to these guidelines may be made.

Emergencies will be considered on an individual basis. Lack of strict adherence to any provision of this agreement by NSS in no way invalidates any other provisions of this agreement.

If at any time you are concerned about your medications or side effects of your medication you may call NSS at 405-748-3300. The on-call physician or physician assistant can also be contacted to receive your message if necessary.

I agree to use \_\_\_\_\_ pharmacy for all my pain medications. Located at:

Phone #: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ - \_\_\_\_\_ -----

-----If I change my pharmacy for any reason, I agree to notify NSS (in writing) at the time I receive a prescription. I will also advise my new pharmacy of my prior pharmacies address and phone number.

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Patient Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Please print)

Soc. Sec. #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Prescribing Provider: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_