

## CONTROLLED SUBSTANCE (NARCOTIC) AGREEMENT

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The purpose of this consent is to protect your access to controlled substances and to protect our ability to prescribe for you. By signing a contract for narcotic administration, the patient indicated that he/she has understood the discussion about the use of narcotic medications, including side effects, and is agreeable to start this treatment under the terms set by Garcia & Giron MD PA.

Because Narcotic 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. As a patient you will be required to provide the name, telephone number and location of the pharmacy that will be dispensing your controlled substances. If you decide to change pharmacies you will be required to inform our office prior to the next controlled substance refill.
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 significant 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 a pain management specialist, psychologists or psychiatrists (at the patient's expense if necessary) before controlled substances

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 have access to them.

9. It may be requested by your medical 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.**

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. Unannounced, random urine or serum toxicology screens** may be requested by Garcia & Giron MD PA 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 or dismissal as a patient. **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 and discharge as a patient.**

13. I realize that 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 providers at Garcia & Giron MD PA.

**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 will result in the cessation of the prescribing of any controlled substances and termination of care at Garcia & Giron MD PA 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 on insufflations) other then as prescribed by Garcia & Giron MD PA.

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 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. The office of Garcia & Giron MD PA 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 the providers at Garcia & Giron MD PA. I will keep Garcia & Giron MD PA 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 Garcia & Giron MD PA.

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 effects 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..

20. I realize that all medications have potential side effects 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, and 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 at Garcia & Giron MD PA. Three or more cancellations with less than 24 hours notice can result in a termination of my treatment by Garcia & Giron MD PA.

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 office of Garcia & Giron MD PA 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 opioid. I am aware of the possibility that my child will have a birth defect while I am taking opioid and that 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 Garcia & Giron MD PA.

### **REFILLS**

26. **Prescriptions refills or new prescriptions for controlled substances will not be phoned in after hours, on weekends or holidays. No exceptions will be made to this rule.**

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

28. I agree that I will use my medication at a rate no greater than the prescribed rate.

29. The prescribing provider will be the only one to decide when and how the patient is to increase or decrease various pain medications.

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

31. **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.**

32. Renewals are contingent upon keeping scheduled appointments and following the prescription policy followed at Garcia & Giron MD PA.

33. 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.

34. 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. **Controlled substances will only be refilled one to four days prior to the expiration from the previous prescription give by the provider at Garcia & Giron MD PA.**

35. **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 prescriber/provider from Garcia & Giron MD PA.

36. 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.

37. 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 controlled substances administration. (For example, you are obtaining duplicate medications from other physicians and/or pharmacies).

38. I understand that I must contact the prescriber/provider at Garcia & Giron MD PA, 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.

39. I understand that once my pain management is optimized; refill of my medications may be transferred to my primary care physician. If Garcia & Giron MD PA is not my 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.

40. I understand that my medication regimen may be continued for definitive time, as determined by my 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.

**IF AS A PATIENT YOU ARE NON-COMPLIANT OR UN-COOPERATIVE WITH THE PHYSICIAN OR OFFICE STAFF WE RESERVE THE RIGHT TO DISCHARGE YOU AT ANY TIME.**