

1 5221.6600 CHRONIC MANAGEMENT

2
3 Subp. 3. Long-term prescription of opioid analgesic medication. For purposes of this subpart,
4 “long-term prescription of opioid analgesic medication” means that:

- 5 1) A health care provider documents a plan to initiate treatment for intractable pain by
6 prescribing opioid analgesic medication on a long-term basis; or
7 2) A health care provider continues prescribing opioid analgesic medication for a patient
8 who has been taking opioid analgesic medication daily for three months.

9
10 Long-term prescription of opioid analgesic medication is not indicated for treatment of workers’
11 compensation injuries unless all of the criteria in items A to E are met. The prescribing health
12 care provider shall document in the medical record the patient selection criteria, whether there
13 are any potential contraindications to the long-term prescription of opioid analgesics, the
14 elements of the treatment program, the written treatment agreement, and the results of periodic
15 monitoring.

16
17 This subpart applies to the use of oral, oral transmucosal, buccal, and transdermal opioid
18 analgesic medications and does not apply to the use of parenteral opioid analgesic medications.
19 The choice of specific opioid analgesic medication is governed by part 5221.6105 subpart 3.

20
21 **A. Patient selection criteria.** Patients may be considered for long-term prescription of oral
22 opioid analgesic medication if the prescribing health care provider determines that all of the
23 following criteria are met:

- 24
25 (1) The patient cannot maintain function at work, or in the activities of daily living,
26 without long-term use of opioid analgesic medication; and,
27 (2) The pain is not solely psychiatric in origin; and,
28 (3) All other reasonable medical treatment options have been exhausted as determined by
29 at least one health care provider specializing in either chronic pain medicine or the
30 treatment of the area, system, or organ of the body identified as the source of the pain;
31 and,
32 (4) The patient has a history of compliance with treatment and reliable use of prescription
33 medications; and
34 (5) The patient does not have a current problem with substance abuse or substance
35 dependence as defined by the Diagnostic and Statistical Manual of Mental Disorders.

36
37 **B. Potential contraindications.** Prior to beginning long-term prescription of opioid analgesic
38 medication, the prescribing health care provider must inquire whether any of the following
39 circumstances are present and determine that they are not potential contraindications to the
40 ongoing prescription of opioid analgesic medication:

- 41
42 (1) The patient has a history of respiratory depression, or a condition which can cause
43 respiratory depression when taking opioid analgesic medications;
44 (2) The patient is pregnant or is planning to become pregnant during the period of
45 treatment with opioid analgesic medications;
46 (3) The patient has a history of substance abuse or substance dependence, as defined by

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1 the Diagnostic and Statistical Manual of Mental Disorders;

2 (4) The patient is a suicide risk;

3 (5) The patient has poor impulse control;

4 (6) The patient has a bipolar disorder;

5 (7) The patient has a characterological or personality disorder; or

6 (8) The patient regularly engages in an activity that could be unsafe for a patient taking
7 opioid analgesic medications.

8
9 The prescribing health care provider may obtain an appropriate specialty consultation to determine if
10 the long-term prescription of opioid analgesic medication is appropriate.

11
12 If the patient is or will be employed in a safety-sensitive job during the long-term use of opioid
13 analgesic medication, an occupational medicine consultation must be obtained to manage the
14 patient's return to work and work restrictions.

15
16 **C. Program of treatment. Long-term prescription of opioid analgesic medication must be part of an**
17 **integrated program of treatment that includes all of the following elements, which must be**
18 **documented in the medical record:**

19
20 (1) The patient and the prescribing health care provider must sign a formal written treatment
21 agreement which specifies the conditions of use of opioid analgesic medication;

22 (2) All opioid analgesic medications must be used in fixed schedules of dosing and
23 prescribed in an amount sufficient to preclude exhaustion of a prescription on a weekend,
24 holiday, or vacation day when the prescribing health care provider is not available;

25 (3) Other modalities may be used in conjunction with long-term prescription of opioid
26 analgesic medication, as indicated by parts 5221.0610 through 5221.6600;

27 (4) There must be a written plan for breakthrough or episodic pain due to the injury being
28 treated, specifying the modality or medication to be used, the frequency and scheduling of the
29 modality or dosing of medication, the duration of use, the circumstances for contacting the
30 prescribing health care provider, and treatment of possible side-effects of the medications;

31 (5) The patient must agree to inform the prescribing health care provider if opioid analgesic
32 medications are used by other health care providers in the treatment of other injuries or
33 conditions so that overall care can be properly coordinated;

34 (6) The prescribing health care provider must discuss with the patient the risks associated
35 with the long-term prescription of opioid analgesic medication, the specific medications to be
36 used, and possible side effects;

37 (7) All medications and modalities for the condition arising as a result of the work-related
38 injury must be prescribed by the single health care provider party to the written treatment
39 agreement or by a proxy designated in the medical record by the health care provider party to
40 the written treatment agreement;

41 (8) All prescriptions for medications for the condition arising as a result of the work-related
42 injury must be filled at a single pharmacy, except that the health care provider who is party to
43 the contract or the designated proxy may authorize the use of a different pharmacy;

44 (9) A schedule of follow-up visits for monitoring the treatment must be established; and,

45 (10) The prescribing health care provider must monitor the impact of long-term use of opioid
46 analgesic medications on the patient's ability to work and write appropriate work restrictions.

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1 **D. Written treatment agreement.** A patient receiving long-term prescription of opioid analgesic
2 medication must enter into a written treatment agreement with the prescribing health care provider as
3 part of the integrated program of treatment. The written agreement must be dated, signed by both the
4 patient and the prescribing health care provider, and made part of the patient's medical record. A
5 copy of the agreement must be provided to the patient. The written agreement must specify at least
6 all of the following:

- 7
- 8 (1) The goals of treatment with long-term prescription of opioid analgesic medication and the
9 program of treatment identified in item C; and,
 - 10 (2) An agreement by the patient to comply with all treatment prescribed in addition to the
11 opioid analgesic medication;
 - 12 (3) An agreement by the patient that all prescriptions for medications for the condition
13 arising as a result of the work-related injury will be received only from the health care
14 provider party to the agreement or the designated proxy;
 - 15 (4) An agreement by the patient that all prescriptions for medications for the condition
16 arising as a result of the work-related injury will be filled at a single pharmacy designated in
17 the agreement;
 - 18 (5) An agreement by the patient that lost or stolen prescriptions or medications will not be
19 replaced;
 - 20 (6) An agreement by the patient that no prescriptions or medications will be renewed earlier
21 than scheduled;
 - 22 (7) An agreement by the patient to notify all other health care providers of the treatment
23 agreement and its stipulations prior to receiving any prescription medications, and to notify
24 the prescribing health care provider party to the agreement of medications received from
25 other health care providers;
 - 26 (8) An agreement by the prescribing health care provider that arrangements will be made
27 ahead of time to renew prescriptions when the prescribing health care provider is on vacation
28 or otherwise unavailable;
 - 29 (9) A commitment by the prescribing health care provider to be available or provide coverage
30 for breakthrough or episodic pain not responsive to planned interventions;
 - 31 (10) A commitment by the prescribing health care provider to terminate treatment with
32 opioid analgesics in a medically appropriate manner if the patient violates any of the
33 agreements set out in the written treatment agreement; and
 - 34 (11) A schedule for regular follow-up visits.
- 35

36 The patient and prescribing health care provider may enter into a new written agreement whenever it
37 is deemed necessary by the prescribing health care provider.

38

39 **E. Monitoring of long-term prescription of opioid analgesic medications.** Treatment that includes
40 long-term prescription of opioid analgesic medications must be monitored by the prescribing health
41 care provider who is party to the treatment agreement. Monitoring must be documented in the
42 medical record and must include:

- 43
- 44 (1) Regularly scheduled follow-up visits with the patient; at least quarterly in the first year of
45 treatment and no less than annually thereafter;
 - 46 (2) Assessment at each follow-up visit of the success of the program treatment in meeting its
47 goals;

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- 1 (3) Assessment at each follow-up visit of the need for continued treatment;
2 (4) Assessment at each follow-up visit of possible side-effects of treatment or
3 contraindications to continuing treatment;
4 (5) Assessment at each follow-up visit of adherence to the entire program of treatment;
5 (6) Review of pharmacy profiles to validate correct medication usage; and
6 (7) Referral to a chronic pain medicine specialist for consultation under any of the following
7 circumstances:
8 (a) there is a sudden or progressive increase in the dosage of opioid analgesic
9 required;
10 (b) the patient’s condition deteriorates; or
11 (c) the goals of the treatment program are not met.

12 *In addition add the following definitions in 6040:*

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14
15 Subp. 2b. **Chronic pain medicine specialist.** A chronic pain medicine specialist is a health care
16 provider with the expertise and experience to assess chronic complex pain problems including the
17 biological, psychological, and social aspects of chronic pain; and who can coordinate a multi- or
18 inter- disciplinary approach to the management of such problems.

19
20 Subp. 10a. **Modality** A “modality” is a form of application or instance of employment of a
21 therapeutic agent or regimen. Modalities include injections and modalities defined as active
22 treatment in subpart 2 and passive treatment in subpart 12.

23
24 Subp. 8a. **Intractable pain** Intractable pain is “a pain state in which the cause of the pain cannot
25 be removed or otherwise treated with the consent of the patient and in which, in the generally
26 accepted course of medical practice, no relief or cure of the cause of the pain is possible, or none
27 has been found after reasonable efforts” as defined in MS 152.125.