

1 **5221.6600 CHRONIC MANAGEMENT**

2
3 Subp. 3. Long term prescription of opioid analgesic medication. This subpart applies to the
4 use of oral, oral transmucosal, buccal, and transdermal opioid analgesic medications and does not
5 apply to the use of parenteral opioid analgesic medications. The choice of specific opioid
6 analgesic medication is governed by part 5221.6105 subpart 3. For purposes of this subpart,
7 “long-term prescription of opioid analgesic medication” means that:

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

12
13 A. Indications and documentation. Long-term prescription of opioid analgesic medication is
14 not indicated for treatment of workers’ compensation injuries unless the requirements in this
15 subpart are met. The prescribing health care provider shall document in the medical record the
16 patient selection criteria, the assessments performed, whether there are any potential
17 contraindications to the long-term prescription of opioid analgesics, the elements of the treatment
18 program, the written treatment agreement, an objective assessment of the success of the treatment
19 program, and the results of periodic monitoring.

20
21 B. Pain and function assessment tools. When a health care provider initiates a plan to treat
22 intractable pain by prescribing opioid analgesic medication on a long-term basis, or when a
23 health care provider continues prescribing opioid analgesic medication for a patient who has been
24 taking opioid analgesic medication daily for three months, the provider must assess the patient’s
25 level of pain and function using the following tools:

- 26 (1) A tool validated in the peer-reviewed scientific literature for the assessment of pain.
27 Examples are the Brief Pain Inventory, the Chronic Pain Grade, the Neuropathic Pain
28 Scale, the Visual Analog Scale, the Numeric Rating Scale, or the Verbal Descriptive
29 Scales; and
30 (2) A tool validated in the peer-reviewed scientific literature for the assessment of
31 function. Examples are the SF-36 Health Survey, the QuickDASH Outcome Measure,
32 the Quality of Life (QOL) Scale, the Oswestry Disability Index, the Neck Disability
33 Index, or the Short Musculoskeletal Function Assessment.

34 The results of these assessments provide the baseline for determining the success of the treatment
35 program as specified in item G, subitem (2):

36
37 C. Patient selection criteria. Patients may be considered for long-term prescription of oral
38 opioid analgesic medication if the prescribing health care provider determines that all of the
39 following criteria are met:

- 40 (1) The patient cannot maintain function at work, or in the activities of daily living,
41 without long-term use of opioid analgesic medication; and,
42 (2) The pain is not solely psychiatric in origin; and,
43 (3) All other reasonable medical treatment options have been exhausted as determined by
44 at least one health care provider specializing in either chronic pain medicine or the
45 treatment of the area, system, or organ of the body identified as the source of the pain;
46 and,

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1 (4) The patient has a history of compliance with treatment and reliable use of prescription
2 medications; and

3 (5) The patient does not have a current problem with substance abuse or substance
4 dependence as defined by the Diagnostic and Statistical Manual of Mental Disorders.

5 (6) A urine drug screen confirms that the patient is not using any illegal substances.

6
7 **D. Potential contraindications.**

8 (1) Before beginning long-term prescription of opioid analgesic medication, the
9 prescribing health care provider must assess whether any of the following circumstances
10 in (a) to (g) are present and, if present, whether they constitute contraindications to the
11 ongoing prescription of opioid analgesic medication:

12 (a) The patient has a history of respiratory depression, or a condition that can
13 cause respiratory depression when taking opioid analgesic medications;

14 (b) The patient is pregnant or is planning to become pregnant during the period of
15 treatment with opioid analgesic medications;

16 (c) The patient has a history of substance abuse or substance dependence, as
17 defined by the most recent Diagnostic and Statistical Manual of Mental Disorders;

18 (d) The patient is a suicide risk;

19 (e) The patient has poor impulse control;

20 (f) The patient has bipolar disorder an Axis I or Axis II psychiatric disorder; and

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

22 (g) The patient regularly engages in an activity that could be unsafe for a patient
23 taking opioid analgesic medications.

24
25 (2) The prescribing health care provider may obtain an appropriate specialty consultation to
26 assist with the assessments in this item B or determine if the long-term prescription of opioid
27 analgesic medication is appropriate.

28
29 (3) If the patient is or will be employed in a safety-sensitive job during the long-term use of
30 opioid analgesic medication, the prescribing health care provider must obtain an occupational
31 medicine consultation to assist the provider manage the patient's return to work and work
32 restrictions.

33
34
35 **E. Program of treatment. Long-term prescription of opioid analgesic medication must be part of an**
36 **integrated program of treatment that includes all of the following elements, which must be**
37 **documented in the medical record:**

38 (1) The prescribing health care provider must complete an opioid risk assessment using a
39 tool validated in the peer-reviewed scientific literature. Examples of this type of
40 assessment tool are the Opioid Risk Tool and the Screener and Opioid Assessment for
41 Patients with Pain – Revised (SOAPP-R). The provider must use the risk assessment to . . .
42 . . .

43 (2) The patient and the prescribing health care provider must sign a formal written treatment
44 agreement which specifies the conditions of use of opioid analgesic medication;

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

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- (4) Other modalities may be used in conjunction with long-term prescription of opioid analgesic medication, as indicated by parts 5221.0610 through 5221.6600;
- (5) There must be a written plan for breakthrough or episodic pain due to the injury being treated, specifying the modality or medication to be used, the frequency and scheduling of the modality or dosing of medication, the duration of use, the circumstances for contacting the prescribing health care provider, and treatment of possible side-effects of the medications;
- (6) The patient must agree to inform the prescribing health care provider if opioid analgesic medications are used by other health care providers in the treatment of other injuries or conditions so that overall care can be properly coordinated;
- (7) The prescribing health care provider must discuss with the patient the risks associated with the long-term prescription of opioid analgesic medication, the specific medications to be used, and possible side effects;
- (8) All medications and modalities for the condition arising as a result of the work-related injury must be prescribed by the single health care provider party to the written treatment agreement or by a proxy designated in the medical record by the health care provider party to the written treatment agreement;
- (9) All prescriptions for medications for the condition arising as a result of the work-related injury must be filled at a single pharmacy, except that the health care provider who is party to the contract or the designated proxy may authorize the use of a different pharmacy;
- (10) A schedule of follow-up visits for monitoring the treatment must be established; and,
- (11) The prescribing health care provider must monitor the impact of long-term use of opioid analgesic medications on the patient's ability to work and write appropriate work restrictions.

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

- (1) The goals of treatment with long-term prescription of opioid analgesic medication and the program of treatment identified in item C– E; and,
- (2) An agreement by the patient to comply with all treatment prescribed in addition to the opioid analgesic medication;
- (3) An agreement by the patient that all prescriptions for medications for the condition arising as a result of the work-related injury will be received only from the health care provider party to the agreement or the designated proxy and that any opiates received from any other health care providers for any other acute medical problems will be reported by the patient as soon as possible. Examples of other acute medical problems are dental procedures, acute trauma, surgery, or emergency medical treatment;
- (4) An agreement by the patient that all prescriptions for medications for the condition arising as a result of the work-related injury will be filled at a single pharmacy designated in the agreement;
- (5) An agreement by the patient that lost or stolen prescriptions or medications will not be replaced;
- (6) An agreement by the patient that no prescriptions or medications will be renewed earlier than scheduled;

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1 (7) An agreement by the patient to notify all other health care providers of the treatment
2 agreement and its stipulations prior to receiving any prescription medications, and to notify
3 the prescribing health care provider party to the agreement of medications received from
4 other health care providers;

5 (8) An agreement by the prescribing health care provider that arrangements will be made
6 ahead of time to renew prescriptions when the prescribing health care provider is on vacation
7 or otherwise unavailable;

8 (9) A commitment by the prescribing health care provider to be available or provide coverage
9 for breakthrough or episodic pain not responsive to planned interventions;

10 (10) A commitment statement by that the prescribing health care provider to may terminate
11 treatment with opioid analgesics in a medically appropriate manner if the patient violates any
12 of the agreements set out in the written treatment agreement; and

13 (11) A schedule for regular follow-up visits.

14
15 The patient and prescribing health care provider may enter into a new written agreement whenever it
16 is deemed necessary by the prescribing health care provider.

17
18 G. Monitoring of long-term prescription of opioid analgesic medications. Treatment that includes
19 long-term prescription of opioid analgesic medications must be monitored by the prescribing health
20 care provider who is party to the treatment agreement. Monitoring must be documented in the
21 medical record and must include:

22
23 (1) Regularly scheduled follow-up visits with the patient; at least quarterly in the first year of
24 treatment and no less than annually thereafter;

25 (2) At each follow-up visit, assessment of the success of the program treatment in meeting its
26 goals. For the program to be considered successful there must be an initial improvement in
27 both pain and function as measured by the tools selected by the treating physician at the
28 initiation of the program of treatment and this improvement must at least be maintained at
29 subsequent follow-up assessments;

30 (3) Assessment at each follow-up visit of the need for continued treatment;

31 (3) Assessment at each follow-up visit of possible side-effects of treatment, misuse of
32 medications, aberrant behaviors indicative of addiction, or contraindications to continuing
33 treatment;

34 (4) Assessment at each follow-up visit of adherence to the entire program of treatment;

35 (5) Review at least semi-annually of pharmacy profiles the patient's prescription history in
36 the Minnesota Prescription Monitoring Program to validate correct medication usage; if there
37 is a pattern of unreported opiate prescriptions from other providers, opiate medications may
38 be discontinued using an appropriate schedule of tapering dosages;

39 (6) Urine drug testing at the discretion of the treating physician. A urine drug test is failed if
40 the test is positive for illegal substances or the test results are inconsistent with the opioid
41 and dosage prescribed. If a urine drug test is failed, opiate medications must be discontinued
42 using an appropriate schedule of tapering dosages; and

43 (7) Referral to a chronic pain medicine specialist for consultation under any of the following
44 circumstances:

45 (a) there is a sudden or progressive increase in the dosage of opioid analgesic
46 required;

47 (b) the patient's condition deteriorates; or

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1 (b) the goals of the treatment program are not met;

2 (c) the patient requires more than 120 morphine-equivalent milligrams per day to
3 meet or maintain the program's treatment goals.

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5 *In addition add the following definitions in Minn. R. 5221.6040:*

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

11
12 Subp. 10a. **Modality** A “modality” is a form of application or instance of employment of a
13 therapeutic agent or regimen. Modalities include injections and modalities defined as active
14 treatment in subpart 2 and passive treatment in subpart 12.

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

