



Senate Bill 1446 – Effective November 1, 2018

After meeting with OBNDD and several state agencies, below are some of the highlights of SB 1446 that may help pharmacists in applying this bill to their pharmacy practice.

- SB1446 applies only to immediate release opioids prescribed for acute pain and includes Tramadol and Codeine products. Buprenorphine is not included in this law.
- Diagnosis for “acute vs chronic” pain is not required on the prescription by OBNDD, however insurance policy or company policy may require it.
- Pharmacists may ask the patient, check PMP, check the patient profile, or contact the prescriber to verify whether the prescription is for “acute vs chronic” pain.
- The pharmacist is not required to verify acute pain diagnosis.
- The pharmacist will need to utilize their professional judgement.

Prescribers must follow this timeline for acute pain events:

- The initial prescription for an acute pain event can be issued for a 7 day supply to be determined by the prescriber.
- If a 2nd prescription is needed, then the prescriber, after consultation with the patient, can issue another prescription for a 7 day supply.
- Consultation is *not* defined in the law. Individual licensing and regulatory Boards can define what constitutes a consultation.
- The consultation could be by telephone, telemedicine, face to face, etc., but there *must* be a consultation between the prescriber and patient.
- If a 3rd prescription is needed, there must be in place a written agreement, pain management agreement, or pain management contract between the prescriber and patient.
- Pharmacists are *not required* to make sure this contract is in place; however this information may be requested during the counseling and verification process.

- Any provider authorized to prescribe opioids shall adopt and maintain a written policy, or policies, that include execution of a written agreement to engage in an informed consent process between the prescribing provider and qualifying opioid therapy patient.

For the purposes of this section, “qualifying opioid therapy patient” means:

1. A patient requiring opioid treatment for more than three (3) months;
2. A patient who is prescribed benzodiazepines and opioids together; or

3. A patient who is prescribed opioids that exceeds 100 morphine milligram equivalents (MME) per day.

If the patient is on chronic pain medication and has an acute event, then the pharmacist will carefully evaluate the impact of adding an immediate release opioid to the patient's therapy.

Click [HERE](#) for a link directly to SB1446

Click [HERE](#) for a letter sent to SoonerCare Providers regarding SB1446

See below an excerpt of defining terms from SB1446:

(beginning on Page 21 of the bill)

42. **"Acute pain"** means pain, whether resulting from disease, accidental or intentional trauma or other cause, that the practitioner reasonably expects to last only a short period of time. "Acute pain" does not include chronic pain, pain being treated as part of cancer care, hospice or other end-of-life care, or pain being treated as part of palliative care;
43. **"Chronic pain"** means pain that persists beyond the usual course of an acute disease or healing of an injury. "Chronic pain" may or may not be associated with an acute or chronic pathologic process that causes continuous or intermittent pain over months or years;
44. **"Initial prescription"** means a prescription issued to a patient who:
 - (a) has never previously been issued a prescription for the drug or its pharmaceutical equivalent in the past year, or
 - (b) requires a prescription for the drug or its pharmaceutical equivalent due to a surgical procedure or new acute event and has previously had a prescription for the drug or its pharmaceutical equivalent within the past year.

When determining whether a patient was previously issued a prescription for a drug or its pharmaceutical equivalent, the practitioner shall consult with the patient and review the medical record and prescription monitoring information of the patient;

45. **"Patient-provider agreement"** means a written contract or agreement that is executed between a practitioner and a patient, prior to the commencement of treatment for chronic pain using a Schedule II controlled substance or any opioid drug which is a prescription drug, as a means to:
 - (a) explain the possible risk of development of physical or psychological dependence in the patient and prevent the possible development of addiction,
 - (b) document the understanding of both the practitioner and the patient regarding the pain-management plan of the patient,
 - (c) establish the rights of the patient in association with treatment and the obligations of the patient in relation to the responsible use, discontinuation of use, and storage of Schedule II controlled dangerous substances, including any restrictions on the refill of prescriptions or the acceptance of Schedule II prescriptions from practitioners,

- (d) identify the specific medications and other modes of treatment, including physical therapy or exercise, relaxation or psychological counseling, that are included as a part of the pain-management plan,
- (e) specify the measures the practitioner may employ to monitor the compliance of the patient including, but not limited to, random specimen screens and pill counts, and;
- (f) delineate the process for terminating the agreement, including the consequences if the practitioner has reason to believe that the patient is not complying with the terms of the agreement. Compliance with the "consent items" shall constitute a valid, informal consent for opioid therapy. The provider shall be held harmless from civil litigation for failure to treat pain if the event occurs because of non-adherence by the patient with any of the provisions of the patient-provider agreement;

We hope this helps provide some sort of clarification. As always, you may contact our office during normal business hours at (405)521-3815 and request to speak with a Compliance Officer, or you may contact OBNDD directly at (405)521-2885.

This is information created to assist Pharmacists interpret and implement SB1446 in your Pharmacy Practice. This is NOT a legal interpretation.