Recommendations for policy makers

Although the use of opioid treatment agreements or contracts are advocated widely, there is, in fact, little evidence for their efficacy, and there may be many unanticipated negative consequences of their widespread adaption. Given this, the following recommendations seem prudent:

1. There should be prospective study to answer the empiric questions concerning efficacy and pitfalls to the use of opioid treatment agreements as they affect outcomes in chronic pain patients.

2. Model policy agreements and clinical practice guidelines should not recommend widespread or mandatory universal adaption of opioid treatment agreements or contracts in the absence of better evidence of efficacy.

3. In the absence of evidence of efficacy, current use of opioid treatment agreements or contracts should be restricted to patients at elevated risk for misuse or abuse of opioids and should be subjected to further study.

    a. When opioid treatment agreements are used, they should be written in "patient-centered language" that is non-punitive in tone.

    b. Generally, language that mandates a "re-evaluation of the treatment plan and terms of treatment, up to, and including, termination of treatment" is preferable and superior to language that inflexibly "dismisses" the patient from the medical practice for any violation.

    c. Opioid treatment agreements should be flexible in mandating the "one pharmacy limit" rule now present in most opioid treatment agreements. Although the need to track opioid use is made easier by applying this rule, it is not always realistic to obey this provision, even for the most compliant patient with no substance abuse diagnosis or motives if, for example, they live in rural or inner city areas or are caught in unexpected circumstances in which their primary pharmacy is simply not available to them or does not have the prescribed medication.

    d. Opioid treatment agreements should specify the use of prescription monitoring programs if available.

4. We recommend thorough discussions (and even written statements) confirming informed consent conversations with patients about the risks and benefits of chronic opioid therapy in their specific circumstances. However, these informed consent documents differ from opioid treatment agreements in that they do not stipulate punishments for "violations" of a specific term aspect of the prescribed treatment regimen. ■