



HAWAII MEDICAL ASSOCIATION

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Senator Glenn Wakai, Vice Chair

COMMITTEE ON PUBLIC SAFETY, INTERGOVERNMENTAL AND MILITARY AFFAIRS

Senator Will Espero, Chair

Senator Rosalyn H. Baker, Vice Chair

DATE: Wednesday, February 11, 2015

TIME: 1:45 PM

PLACE: Conference Room 414

FROM: Hawaii Medical Association

Dr. Christopher Flanders, DO, Executive Director

Lauren Zirbel, Community and Government Relations

Re: SB 798

Position: Oppose without proposed amendments

Dear Senator Green, Senator Espero, and Committee Members,

Thank you for allowing the Hawaii Medical Association to comment on Senate Bill 798, and to suggest the following amendment:

- Section 1, Lines 11-13: ~~Any time the patient is prescribed a narcotic drug for use as pain medication in the patient's first encounter with the prescriber.~~

We must OPPOSE this bill unless the above provision is deleted. In many clinical settings, physicians and other practitioners prescribe short courses of opioid medications to treat acute pain. In such cases, it is not necessary or appropriate for the patient and provider to enter into a pain contract.

Moreover, in the emergency department, every patient visit is essentially a first encounter. Doctors frequently write prescriptions for short courses of opioid pain medications to treat acute pain, generally consisting of small numbers of tablets. As the proposed legislation is written, any prescription for a narcotic drug in the emergency department would require a pain medication

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agreement. When a patient is discharged from the emergency department, there is no expectation that the provider will be providing further care or prescriptions to that patient making any pain medication agreement, and the actions contained therein, superfluous. We feel the legislation maintains the same impact if the above provision is deleted and pain contracts are created for patients receiving chronic opioid therapy.

We understand the intent of the proposed legislation. In general, our organization supports the use of pain medication agreements between patients and providers for chronic opioid therapy. Most importantly, we attempt to honor those agreements when they are made available. However, it would not be appropriate to initiate such agreements in the emergency department. If this bill is to move forward, we hope you will amend it so it is directed at the appropriate setting.

**Comments of
Gary M. Slovin/ Mihoko E. Ito
on behalf of
Walgreens**

DATE: February 10, 2015

TO: Senator Josh Green
Chair, Committee on Health

Senator Will Espero
Chair, Committee on Public Safety, Intergovernmental and Military Affairs

Submitted Via HTHtestimony@capitol.hawaii.gov

RE: **S.B. 798 – Relating to Health**
Hearing: Wednesday, February 11, 2015, 1:45 p.m.
Conference Room: 414

Dear Chair Josh Green, Chair Espero and Members of the Joint Committees,

We submit these comments on behalf of Walgreen Co. (“Walgreens”). Walgreens operates more than 8,200 locations in all 50 states, the District of Columbia and Puerto Rico. In Hawai`i, Walgreens now has 17 stores on the islands of Oahu, Maui and Hawai`i.

Walgreens **supports the intent of** S.B. 798, which requires a pain medication agreement to be executed between a patient and any prescriber of a narcotic drug, where the patient is either determined to have chronic pain or is being prescribed pain medication by a prescriber for the first time. Walgreens participated in and is in full support of the working group that convened to discuss systemic improvements to curbing the overuse of prescription drugs. Walgreens supports this measure because it seeks to address the issue of prescription drug overuse by establishing a safe prescribing protocol that also educates a patient regarding the use of prescription pain medication.

Walgreens would, however, respectfully request that a technical amendment be made to this measure. In the requirements for the pain medication agreement, the agreement must

Gary M. Slovin
Mihoko E. Ito
C. Mike Kido
Tiffany N. Yajima

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include a statement recommending a single pharmacy to be used for all patients receiving chronic pain medications (page 3, lines 1-3). Walgreens suggests that this be amended to clarify that a patient would be permitted to use the different stores within a pharmacy network like Walgreens. Because a pharmacy network keeps detailed records on patients across their network, this would clarify that a patient could go to any pharmacy within the network and still satisfy prescription monitoring concerns.

Thank you for the opportunity to submit testimony on this measure.

From: mailinglist@capitol.hawaii.gov
To: [HTHTestimony](#)
Cc: kglick@wheelchair-kauai.com
Subject: Submitted testimony for SB798 on Feb 11, 2015 13:45PM
Date: Monday, February 09, 2015 6:56:10 PM

SB798

Submitted on: 2/9/2015

Testimony for HTH/PSM on Feb 11, 2015 13:45PM in Conference Room 414

Submitted By	Organization	Testifier Position	Present at Hearing
Kevin Glick	Hawaii Community Pharmacists Association	Support	No

Comments: Hawaii Community Pharmacists Association supports SB-798 and urges its passage. Pain management agreements serve several purposes in patient care. They create an understanding between patient and provider regarding the management of pain and the medications used. These agreements enable the pharmacist to better work with physicians and other providers to provide pain management medications while having clearer guidelines and exectations.

Please note that testimony submitted less than 24 hours prior to the hearing, improperly identified, or directed to the incorrect office, may not be posted online or distributed to the committee prior to the convening of the public hearing.

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February 8, 2015

Senator Josh Green
Chair
Committee on Health

Senator Will Espero
Chair
Committee on Public Safety,
Intergovernmental and Military Affairs

Dear Senator Green, Senator Espero, and Committee Members,

OFFICE

3215-A Pawale Place
Honolulu, HI 96822-1152
hi.chapter@acep.org

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I am writing as president of the Hawaii College of Emergency Physicians (HACEP), representing 146 emergency physicians and the hundreds of thousands of patients we see annually in our emergency departments. Furthermore, I am a member of the State Narcotic Task Force that helped to create the proposed legislation. Thank you for allowing me to comment on Senate Bill 798, and to suggest the following amendment:

- Section 1, Lines 11-13: ~~Any time the patient is prescribed a narcotic drug for use as pain medication in the patient's first encounter with the prescriber.~~

We must OPPOSE this bill unless the above provision is deleted. In many clinical settings, physicians and other practitioners prescribe short courses of opioid medications to treat acute pain. In such cases, it is not necessary or appropriate for the patient and provider to enter into a pain contract.

Moreover, in the emergency department, every patient visit is essentially a first encounter. We frequently write prescriptions for short courses of opioid pain medications to treat acute pain, generally consisting of small numbers of tablets. As the proposed legislation is written, any prescription for a narcotic drug in the emergency department would require a pain medication agreement. When a patient is discharged from the emergency department, there is no expectation that the provider will be providing further care or prescriptions to that patient making any pain medication agreement, and the actions contained therein, superfluous. We feel the legislation maintains the same impact if the above provision is deleted and pain contracts are created for patients receiving chronic opioid therapy.

We understand the intent of the proposed legislation. In general, our organization supports the use of pain medication agreements between

patients and providers for chronic opioid therapy. Most importantly, we attempt to honor those agreements when they are made available. However, it would not be appropriate to initiate such agreements in the emergency department. If this bill is to move forward, we hope you will amend it so it is directed at the appropriate setting.

Sincerely

A handwritten signature in cursive script, appearing to read "W. Scruggs".

William Scruggs, MD, RDMS, FACEP
President, Hawaii College of Emergency Physicians