

CONTROLLED SUBSTANCE AGREEMENT

Location: _____ Agreement No.: _____

PARTIES:

Provider (Dispenser): _____

Address: _____

Phone/Email: _____

Recipient (Patient/Agent): _____

Address: _____

Phone/Email: _____

CONTROLLED SUBSTANCE DETAILS:

Substance Name: _____

Dosage/Strength: _____

Quantity Authorized: _____

Prescription/Authorization Number: _____

DEA Number (Provider): _____

AGREEMENT TERMS:

Section 1 - Purpose and Scope

This Agreement governs the lawful handling, dispensing, and receipt of controlled substances by the Provider and Recipient in accordance with all applicable federal and state laws and regulations, including but not limited to the Controlled Substances Act (21 U.S.C. §§ 801 et seq.) and DEA regulations.

Section 2 - Compliance with Laws

Both parties shall comply fully with all laws, rules, and regulations governing controlled substances, including registration, recordkeeping, security, and reporting requirements. The Provider represents that they hold all necessary licenses and registrations to dispense controlled substances.

Section 3 - Obligations of Provider

The Provider agrees to dispense controlled substances only pursuant to valid prescriptions or authorizations, maintain accurate records, secure substances against theft or diversion, and report any discrepancies or suspicious activities to the appropriate authorities.

Section 4 - Obligations of Recipient

The Recipient agrees to use controlled substances strictly as prescribed, not to transfer or distribute them to any other person, and to immediately notify the Provider of any lost, stolen, or damaged substances.

Section 5 - Security Measures

Both parties shall implement adequate security measures to prevent unauthorized access, theft, or diversion of controlled substances, consistent with DEA and state requirements.

Section 6 - Recordkeeping and Inspection

The Provider shall maintain accurate and complete records of all controlled substance transactions and shall permit inspections by authorized governmental agencies as required by law.

Section 7 - Reporting and Notifications

The Provider shall promptly report any theft, loss, or significant discrepancy involving controlled substances to the DEA and applicable state authorities and cooperate fully with any investigations.

Section 8 - Term and Termination

This Agreement shall remain in effect until terminated by either party upon written notice. Termination shall not relieve either party of obligations incurred prior to termination.

Section 9 - Indemnification

Each party agrees to indemnify and hold the other harmless from any claims, damages, fines, or penalties arising from their own failure to comply with applicable laws and regulations.

Section 10 - Confidentiality

All patient and controlled substance information shall be maintained confidentially in accordance with HIPAA and other applicable privacy laws and shall not be disclosed except as required by law or with the prior written consent of the other party.

Section 11 - Dispute Resolution

Any dispute arising under or relating to this Agreement shall be resolved first through good faith negotiation. If unresolved, the parties agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association.

Section 12 - Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Section 13 - Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding controlled substances and supersedes all prior oral or written agreements.

Section 14 - Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law where the Provider is located. The parties consent to the exclusive jurisdiction of the state and federal courts located in that state.

Section 15 - Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

Section 16 - Signatures

This Agreement may be executed in counterparts and by electronic means, each of which shall be deemed an original but all of which together constitute one and the same instrument.

PROVIDER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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