

Adopt Ph 1100, previously effective 1-31-09 (Document #9381), and expired 1-31-17, to read as follows:

CHAPTER Ph 1100 COLLABORATIVE PHARMACY PRACTICE

PART Ph 1101 PURPOSE AND SCOPE

Ph 1101.01 Purpose. The purpose of this chapter is to implement and regulate collaborative pharmacy practice as a means to make the provision of certain aspects of health care more efficient, less costly, and provided in a more timely manner.

PART Ph 1102 DEFINITIONS

Ph 1102.01 "Attending practitioner" means "attending practitioner" as defined in RSA 318:1, XXV, namely, "the physician or advanced registered nurse practitioner who has the primary responsibility for the treatment and care of the patient" and as outlined in the collaborative agreement.

Ph 1102.02 "Collaborative pharmacy practice" means "collaborative pharmacy practice" as defined in RSA 318:1, XXVI, namely, "the practice of pharmacy whereby one or more pharmacists jointly agree, on a voluntary basis, to work in conjunction with one or more attending practitioners under written protocol whereby the collaborating pharmacist or pharmacists may perform medication therapy management authorized by the attending practitioner or practitioners under certain specified conditions and limitations."

Ph 1102.03 "Collaborative pharmacy practice agreement" ~~or of "collaborative agreement"~~ means "collaborative pharmacy practice agreement" as defined in RSA 318:1, XXVII, namely, "a written and signed specific agreement between a pharmacist, an attending practitioner, and the patient or patient's authorized representative who has granted his or her informed consent, that provides for collaborative pharmacy practice for the purpose of medication therapy management for the patient." For the purposes of these rules, the term "collaborative agreement" includes each protocol developed pursuant to RSA 318:16-a, II(a).

~~Ph 1102.04 "Dedicated time" means scheduled, uninterrupted time that a pharmacist will need to exclusively perform the duties and responsibilities outlined in the collaborative agreement. This time shall not be used perform any other functions or responsibilities, such as dispensing functions, support functions, product verification, quality assurance, or answering the phone.~~

Ph 1102.05 "Board" means "board" as defined in RSAA 318:1, III.

PART Ph 1103 COLLABORATIVE PHARMACIST QUALIFICATIONS AND APPLICATION

Ph 1103.01 Qualifications.

(a) A pharmacist who seeks to engage in collaborative practice shall:

- (1) Hold an unrestricted and current license to practice as a pharmacist in New Hampshire;
- (2) Have at least \$1,000,000.00 of professional liability insurance that covers services performed under a signed, written collaborative agreement;

(3) Have the knowledge based on ~~current best practices~~ ~~on current best practice~~ to properly perform the duties in the collaborative agreement, ~~which shall include but not be limited to:~~

- ~~— a. Associated disease states;~~
- ~~— b. Relevant laboratory tests;~~
- ~~— c. Adverse events;~~
- ~~— d. Drug and food interactions; and~~
- ~~— e. Safety and efficacy of related drugs; and~~

(4) Depending on the complexity of services to be provided by the pharmacist the board may require additional education credits to meet the needs of the Collaborative Practice Agreement. ~~credentials and training to demonstrate knowledge and experience to provide the services as outlined in the collaborative agreement.~~

Ph 1103.02 Attending Practitioner Qualifications. Pharmacists shall not enter into a collaborative agreement with any other practitioner unless that practitioner:

- (a) Holds an active, unrestricted license to practice in the state of New Hampshire;
- (b) Has prescriptive authority granted by a New Hampshire licensing board; and
- (c) Authorizes the pharmacist to perform only those services that fall within that practitioner's scope of practice.

PART Ph 1104 APPLICATION AND SUPPORTING DOCUMENTATION

Ph 1104.01 Application.

(a) A pharmacist who seeks to engage in collaborative practice shall submit:

- (1) A completed and signed- "Collaborative Practice Application", effective December 2017 and available on the board's website;
- (2) A certificate of insurance from the pharmacist's professional liability carrier indicating that the pharmacist maintains insurance coverage that complies with RSA 318:16-a, I(b), and covers the duties and responsibilities within the collaborative agreement; and
- (3) A copy of the collaborative agreement, as well as detailed information on the quality assurance program required by RSA 318:16-a, IV (c).
- (4) A pharmacist who seeks to engage in the administration of vaccines shall hold current basic or higher certification in cardiopulmonary resuscitation (CPR) from the American Heart Association, the American Red Cross, or from another organization or entity that is nationally-recognized as an issuer of such certifications.

(b) After receipt of a "Collaborative Pharmacist Pharmacy Practice Application" the board's staff shall review it for any apparent errors or omissions and inform the applicant in writing if any are found. If informed of errors or omissions, the pharmacist shall correct the error or provide the missing application materials within 30 days of such notification being sent.

~~(c) Upon receipt of a completed "Collaborative Practice Application", the board shall forward the application to the collaborative practice advisory council within 30 days.~~

~~(d) The collaborative practice advisory council shall review the completed application and make a recommendation for approval or denial to the board within 60 days of receipt of the application.~~

~~(e) The board shall act on the collaborative practice advisory council's recommendation within 60 days. The board shall approve the application, deny the application, or send it back to the collaborative practice advisory council with instruction for clarification.~~

(f) Pharmacists engaged in collaborative practice shall provide written or electronic notification to the board of any change to the original application or supporting documentation within 15 days of such change taking effect.

PART Ph 1105 COLLABORATIVE PRACTICE AGREEMENTS AND INFORMED CONSENT

Ph 1105.01 Collaborative Practice Agreements.

(a) Collaborative practice agreements shall describe in detail services that a pharmacist may perform for a patient that provides informed consent, including but not limited to:

- (1) Specific drugs to be managed by the pharmacist;
- (2) Terms and conditions under which a drug therapy may be implemented, modified, or discontinued;
- (3) Conditions and events upon which the pharmacist is required to notify the collaborating practitioner, and the manner and time frame in which such notification shall occur;
- (4) The laboratory tests that may be ordered to manage a medication therapy;
- (5) Activities which may be performed by the pharmacist in conjunction with a written protocol;
- (6) A statement of the expected amount of dedicated time that a pharmacist will use exclusively to perform duties in the collaborative agreement;
- (7) Documentation of the care delivered and, if applicable, methods of communication of essential information the patient are other health care providers;
- (8) Education and training designed to enhance patient understanding and the appropriate use of his or her medication;
- (9) The beginning and ending dates of the period of time during which the agreement is in effect;

(10) A statement that the agreement may be terminated in writing by either party at any time, subject to (c) below; and

(11) A description of the private, HIPAA-compliant space to be utilized for collaborative practice.

(b) Collaborative agreements shall be renewed at least every 2 years, and signed by all practitioners who are a party to the agreement.

(c) When a collaborative agreement is terminated, the patient shall be provided written notification within 15 days. Such written notification shall include detailed information on how the patient may continue any medication therapy provided by the pharmacist without interruption.

(d) Collaborative practice agreements shall include quality metrics developed by ~~the~~ pharmacist(s) and ~~the~~ physician(s) or nurse practitioner(s) that shall be reported to the board on an annual basis ~~which shall monitor the services to demonstrate that a pharmacist is safely and appropriately performing assigned duties.~~

(e) Collaborative agreements shall include, in a format determined by the parties to the agreement, written informed consent signed by the patient or the patient's authorized representative and containing the information specified in Ph 1105.02.

(f) Pharmacists shall keep a copy of each collaborative agreement, including any protocols specified in such agreements, to which they are a party at their place of practice.

(g) Collaborative agreements, protocols, and written informed consents shall be available for inspection and review by the board or its agents at any time during the pharmacist's normal business hours.

Ph 1105.02 Informed Consent of Patient or Patient's Authorized Representative.

(a) Patient informed consents shall include, but not be limited to, the following information:

(1) A statement that the patient or the patient's authorized representative has read, understood, and consented to the pharmacist performing the duties outlined in the agreement;

(2) The full name and address of the patient;

(3) The full name and address of the collaborative attending practitioner; and

(4) The full name and address of the collaborating pharmacist.

~~—(b) Prior to requesting that the patient or the patient's authorized representative sign the informed consent form linked to the collaborative practice agreement, the pharmacist shall ensure that:~~

~~(1) A copy of the agreement, including each protocol developed pursuant thereto, has been provided with sufficient time for the documents to be reviewed;~~

~~(2) The patient or the patient's authorized representative has an opportunity to have any questions regarding such documents and their implementation answered to their satisfaction;~~

~~(3) All benefits and risks accruing under the agreement are fully explained to the patient or the patient's authorized representative;~~

~~(4) The patient or the patient's authorized representative understands that he or she may decline to participate or withdraw from the agreement at any time; and~~

~~(5) The patient or the patient's authorized representative is capable of providing informed consent.~~

~~—(b) Informed consent shall be evidenced by a signed informed consent form that complies with the policies and procedures of the institution in which the collaborative practice agreement will be implemented.~~

Ph 1105.03 Practice Under a Collaborative Practice Agreement.

(a) Practice by a pharmacist under a collaborative practice agreement shall not be delegable and shall be performed only by the pharmacist who is a party to the agreement.

(b) At least once per year, the pharmacist shall review the collaborative practice agreement and each protocol developed pursuant thereto so as to determine whether changes should be made to reflect the standard of care. If such a review reveals that a change should be made, the pharmacist shall inform the attending practitioner and the patient or the patient's authorized representative.

(c) Nothing in this chapter shall be construed to prohibit an authorized pharmacist from participating in medication therapy management by protocol or policy approved by the medical staff of the hospital, so long as such participation is limited to drugs administered to a patient by an individual licensed to administer the drug to the patient in an in-patient or outpatient hospital setting.

(d) Nothing in this chapter shall be construed to prohibit a pharmacist from performing medication therapy management services that do not require a collaborative agreement, such as:

(1) Performing patient assessment or comprehensive medication review;

(2) Formulating a medication treatment plan;

(3) Monitoring efficacy and safety of medication therapy;

(4) Enhancing medication adherence through patient empowerment and education; and

(5) Documenting and communicating medication therapy management services to prescribers in order to maintain comprehensive patient care.

(e) In the event the board places a restriction on a pharmacist license, that pharmacist shall cease working under any collaborative agreement immediately upon being restricted. Once the restriction has been removed by the board, the pharmacist may reapply for collaborative practice.

(f) In the event a licensing board places a restriction on an attending practitioner, the pharmacist shall cease working under any collaborative agreement with that attending practitioner. Once the restriction has been removed by the respective licensing board, the pharmacist may reapply for collaborative practice with that attending practitioner.

~~PART Ph 1106 COLLABORATIVE PRACTICE ADVISORY COUNCIL~~

~~Ph 1106.01 Purpose. The primary responsibility and duty of the council shall be to review collaborative practice applications, along with all supporting documents and information, and to make recommendations for approval or denial of such applications to the board.~~

~~Ph 1106.02 Membership.~~

~~(a) The council shall consist of not less than 6 and not more than 10 members.~~

~~(b) The board president shall nominate, and the board shall approve, a board member to act as council chair and as liaison to the board.~~

~~(c) The council shall reserve a position on the council for representation from the following stakeholder organizations that are nominated by the organization and approved by the board:~~

~~(1) At least one practicing pharmacist nominated by the board and approved by the board president;~~

~~(2) At least one practicing physician nominated by the New Hampshire board of medicine and approved by the board;~~

~~(3) At least one nurse practitioner nominated by the New Hampshire board of nursing and approved by the board;~~

~~(4) At least one practicing pharmacist nominated by the New Hampshire society of health system pharmacists and approved by the board;~~

~~(5) At least one practicing pharmacist nominated by the New Hampshire pharmacists association and approved by the board;~~

~~(6) At least one practicing pharmacist nominated by the New Hampshire independent pharmacy association and approved by the board;~~

~~(7) At least one practicing pharmacist nominated by the New Hampshire coalition of retail pharmacy and approved by the board; and~~

~~(8) Remaining vacancies on the council shall be filled by any member of the public nominated and approved by the board.~~

~~(d) Members shall serve 3 year terms, and shall not serve more than 2 consecutive terms.~~

~~(e) Initial terms shall be equally divided such that 2 members serve an initial 1 year term, 2 serve a 2 year term, and 3 serve a 3 year term. Initial members who serve a 1 or 2 year initial term shall be eligible to serve two additional 3 year terms.~~

~~(f) Vacancies shall be filled for the remaining term of the vacancy, and shall be approved by the board.~~

~~Ph 1106.03 Responsibilities and Duties. The council shall:~~

~~(a) Review all collaborative practice applications, including supporting documentation and information;~~

~~(b) Make recommendations to the board on submitted collaborative practice applications and revisions to the collaborative practice administrative rules;~~

~~(c) Perform audits as described in Ph 1106.05; and~~

~~(d) Perform other duties as determined by the board.~~

~~Ph 1106.04 Meetings and Quorum.~~

~~(a) A quorum of the council shall be equal to two thirds of active members.~~

~~(b) The council shall hold meetings sufficient to properly perform and execute its duties, responsibilities, and obligations in a timely manner.~~

Ph 1106.05 Audits.

(a) The board shall, at its annual January meeting, randomly select at least 10 percent and not more than 20 percent of active collaborative agreements for an audit.

(b) The continuing education advisory council ~~collaborative practice advisory council~~ shall audit the content and continuing education requirements of randomly selected collaborative practice agreements and submit its finding to the board at its annual April board meeting for review.

(c) Audits shall include the elements outlined in Ph 1104.

~~(d) Onsite visits related to an audit conducted pursuant to this chapter shall require at least a 48 hour notice to the pharmacist being audited.~~

(d) (e) Violations discovered by an audit shall be reported to the board.

Appendix

Administrative Rule	Statute Implemented
Ph 1101.01	RSA 541-A:7
Ph 1102.01	RSA 318:1, XXV; RSA 318:5-a, XVII(b)
Ph 1102.02	RSA 318:1, XXVI; RSA 318:5-a, XVII(b)
Ph 1102.03	RSA 318:1, XXVII; RSA 318:5-a, XVII(b)
Ph 1102.04	RSA 541-A:7; RSA 318:5-a, XVII(b)
Ph 1102.05	RSA 318:1, III; RSA 318:5-a, XVII(b)
Ph 1103.01	RSA 318:5-a, II, XVII(b); RSA 318:16-a, I
Ph 1103.02	RSA 318:5-a, XVII (b); RSA 318:16-a, II
Ph 1104.01	RSA 318:5-a, II, III
Ph 1105.01	RSA 318:5-a, XVII(b); RSA 318:16-a, IV
Ph 1105.02	RSA 318:5-a, VI, XVII(b)
Ph 1105.03	RSA 318:5-a, XVII(b); RSA 318:16-a, IV
Ph 1106.01	RSA 541-A:16, I(b) intro.; RSA 318:5, II; RSA 318:5-a, XVII(b)
Ph 1106.02	RSA 541-A:16, I(b) intro.; RSA 318:5, II; RSA 318:5-a, XVII(b)
Ph 1106.03	RSA 541-A:16, I(b) intro.; RSA 318:5, II; RSA 318:5-a, XVII(b)
Ph 1106.04	RSA 541-A:16, I(b) intro.; RSA 318:5, II; RSA 318:5-a, XVII(b)
Ph 1106.05	RSA 541-A:16, I(b) intro.; RSA 318:5, II; RSA 318:5-a, XVII(b)



State of New Hampshire
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COLLABORATIVE PHARMACY PRACTICE APPLICATION

PLEASE PRINT CLEARLY - ILLEGIBLE, INCOMPLETE OR APPLICATIONS WITHOUT THE REQUIRED ATTACHMENTS AS NOTED ON PAGE 2 CANNOT BE ACCEPTED.

1. GENERAL INFORMATION				
Applicant's Name		First	Middle	Last
Mailing Address				
NH Pharmacist License Number	Home or Cell Phone #	Work Phone #	E-mail Address:	

2. CURRENT PHARMACY EMPLOYMENT ASSOCIATED WITH THIS COLLABORATIVE AGREEMENT	
Name of NH Pharmacy	
Complete Mailing and Physical Address of NH Pharmacy	

3. PROFESSIONAL LIABILITY INSURANCE AND CARDIOPULMONARY RESUSCITATION (CPR) CERTIFICATION	
I have at least \$1,000,000 of professional liability insurance with the following insurance provider _____.	
* You must attach a copy of your certificate of insurance to this application.	
I have <u>current</u> CPR certification, which includes the required 'hands-on' training which must be completed every 2 years, from (check one):	
<input type="checkbox"/> American Heart Association	<input type="checkbox"/> American Red Cross.
* You must attach a copy of your certificate of completion of CPR training or a copy of the back & front of your signed CPR Card to this application.	

4. PRACTICE SETTING LOCATIONS (LIST ALL PRACTICE SETTINGS YOU INTEND TO ENGAGE A COLLABORATIVE PRACTICE AT):	
Location Name:	_____
Location Address:	_____
Location Name:	_____
Location Address:	_____
Location Name:	_____
Location Address:	_____

(If more than 3 locations, attach the information on a separate sheet)

