

IDAPA 27
TITLE 01
CHAPTER 01

IDAPA 27 - BOARD OF PHARMACY

27.01.01 - RULES OF THE IDAHO STATE BOARD OF PHARMACY

165. PHARMACOTHERAPY PHARMACEUTICAL CARE.

~~Collaborative practice between pharmacists and prescribing practitioners is allowed~~ A licensed pharmacist's scope of pharmacy practice may include, but is not limited to, the provision of those acts or services necessary to provide pharmaceutical care as ~~provided~~ defined in ~~this~~ these rules. (7-1-99)()

01. Definitions. (7-1-99)

ba. Collaborative pharmacy practice. Means ~~a~~ that practice of pharmacy in which the prescribing practitioner makes a diagnosis, maintains ongoing supervision of patient care and refers the patient to a pharmacist, who may initiate and modify drug therapy management within the protocol established by the prescribing practitioner and the pharmacist whereby one (1) or more pharmacists have jointly agreed to work in conjunction with one (1) or more practitioners under protocol whereby the pharmacist may perform certain patient care functions authorized by the practitioner under certain specified conditions or limitations. (7-1-99)()

ab. Collaborative pharmacy practice Agreement. Means a written and signed agreement between ~~a~~ pharmacist or group of one (1) or more pharmacists and a prescribing practitioners or group of prescribing one (1) or more practitioners that provides for collaborative pharmacy practice for the purpose of conducting drug therapy management of patients service4s, as defined in these rules. (7-1-99)()

c. Drug therapy management. Means ~~the review of a distinct service or group of services that optimize therapeutic outcomes for individual patients.~~ Drug therapy regimen of patients by a pharmacist for the purpose of evaluating and rendering advice to the prescribing practitioner regarding adjustment of the regimen management services are independent of, but can occur in conjunction with, the provision of a drug or a device. Drug therapy management encompasses a broad range of professional activities and responsibilities within the licensed pharmacist's scope of practice. "Drug therapy management" These services may includes, but are not limited to, the following, according to the individual needs of the patient: (7-1-99)()

- i. Performing or obtaining necessary assessments of the patient's health status. ()
- ii. Formulating a drug treatment plan. ()
- iii. Implementing Selecting, initiating, modifying, and managing or administering drug therapy according to the terms of the agreement; (7-1-99)()
- ii. Collecting and reviewing patient drug histories; (7-1-99)
- iii. Obtaining and checking vital signs, including pulse, temperature, blood pressure, and respiration;
and (7-1-99)
- iv. Ordering and evaluating the results of laboratory tests directly relating to drug therapy, when performed in accordance with approved protocols applicable to the practice setting. (7-1-99)

- iv. Monitoring and evaluating the patient's response to therapy, including safety and effectiveness. ()
- v. Performing a comprehensive drug review to identify, resolve, and prevent drug-related problems, including adverse drug events. ()
- vi. Documenting the care delivered and communicating essential information to the patient's other primary care providers. ()
- vii. Providing information, support services and resources designed to enhance patient adherence with his therapeutic regimens. ()
- viii. Coordinating and integrating drug therapy management services within the broader health care-management services being provided to the patient. ()
- ix. Such other drug therapy management services as may be allowed by law. ()
- d.** Health information. Means any information, whether oral or recorded in any form or medium, that: ()
 - i. Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse, and ()
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual. ()
- e.** HIPAA. Means the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and any amendments thereof. ()
- f.** Individually identifiable health information. Means information that is a subset of health information, including demographic information collected from an individual and: ()
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and ()
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual that: (1) identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. ()
- g.** Other pharmaceutical patient care services. Means services that may include, but are not limited to, the following: ()
 - i. Collaborative pharmacy practice. ()
 - ii. Such other pharmaceutical patient care services as may be allowed by law. ()
- h.** Pharmaceutical care. Means the provision by a pharmacist of drug therapy management services and other pharmaceutical patient care services intended to achieve outcomes related to the cure or prevention of a disease, elimination or reduction of a patient's symptoms, or arresting or slowing of a disease process as defined in these rules. ()
- ei.** Pharmacist's scope of practice pursuant to the collaborative practice agreement. Means those duties and limitations of duties placed upon ~~a~~ one (1) or more pharmacists by the collaborative ~~practitioner or~~ practitioner, the Board, and applicable law, and includes the limitations implied by the ~~specialty practiced by~~ scope of practice of the collaborating practitioner or practitioners. (7-1-99)()

~~dj.~~ Prescribing pPractitioner. Means, for purposes of this section, ~~a practitioner in active practice~~ duty an individual currently licensed, registered, or otherwise authorized ~~and recognized by law~~ in Idaho to prescribe and administer ~~legend drugs and controlled substances~~ in the course of professional practice. (7-1-99)()

k. Protected health information. Means individually identifiable health information that, except as provided in Subparagraph iv. Of this definition, is: ()

i. Transmitted by electronic media. ()

ii. Maintained in any medium described in the definition of electronic media at 45 CFR 162.103 (HIPAA privacy rules). ()

iii. Transmitted or maintained in any other form or medium. ()

iv. Protected health information excludes individually identifiable health information in: (1) education records covered by the Family Education Right and Privacy Act, as amended (20 U.S.C. Section 1231(g)); (2) records described at 20 U.S.C. Section 1231 (g)(4)(B)(iv); and (3) employment records held by a licensee in its role as an employer. ()

02. Collaborative Pharmacy Practice Agreement. ~~A pharmacist planning to engage in collaborative practice shall have on file at his place of practice a written agreement. The agreement may allow the pharmacist, within the pharmacist's scope of practice, to conduct a drug therapy management which must be approved by a prescribing practitioner. The collaboration that the prescribing practitioner agrees to conduct with the pharmacist must be within the scope of the prescribing practitioner's current practice.~~ Collaborative pharmacy practice is subject to the following requirements: (7-1-99)()

a. Collaborative pharmacy practice agreement. A pharmacist planning to engage in collaborative pharmacy practice shall have on file at his place of practice the written collaborative pharmacy practice agreement. The initial existence and subsequent termination of any such agreement and any additional information the Board may require concerning the collaborative pharmacy practice agreement including the agreement itself, shall be made available to the Board for review upon request. The agreement may allow the pharmacist, within the pharmacist's scope of practice pursuant to the collaborative pharmacy practice agreement, to conduct drug therapy management services approved by the practitioner, and as defined by these rules. The collaboration that the practitioner agrees to conduct with the pharmacist must be within the scope of the practitioner's current practice. Patients or caregivers shall be advised of such agreement. ()

b. Contents. The collaborative pharmacy practice agreement shall include: ()

i. Identification of the practitioner and pharmacist who are parties to the agreement. ()

ii. the types of drug therapy management decisions that the pharmacist is allowed to make. ()

iii. A method for the practitioner to monitor compliance with the agreement and clinical outcomes and to intercede where necessary. ()

iv. A provision that allows the practitioner to override a collaborative practice decision made by the pharmacist whenever he deems it necessary or appropriate. ()

v. A provision that allows either party to cancel the agreement by written notification. ()

vi. An effective date. ()

vii. Signatures of each collaborating pharmacist and practitioner who are parties to the agreement, as well as dates of signing. Amendments to a collaborative pharmacy practice agreement must be documented, signed,

and dated. ()

c. Initiation of the collaborative practice agreement. The collaborative pharmacy practice agreement must be coupled with a medical order from the practitioner to initiate allowed activities for any particular patient. ()

d. Documentation of pharmacist activities. Documentation of allowed activities must be kept as part of the patient's permanent record and must be readily available to other health care professionals providing care to that patient and who are authorized to receive it. Documentation of allowed activities shall be considered protected health information. ()

03. Contents of Agreement. The agreement shall include: (7-1-99)

a. ~~A statement identifying the prescribing practitioners and the pharmacists who are a party to the agreement;~~ (7-1-99)

b. ~~A statement of the types of drug therapy management decisions that the pharmacist is allowed to make, which may include:~~ (7-1-99)

i. ~~A detailed statement of the types of diseases, drugs, or drug categories involved, and the type of drug therapy management allowed in each case;~~ (7-1-99)

ii. ~~A detailed statement of the methods, procedures, decision criteria, and plan the pharmacist is to follow when conducting drug therapy management; and~~ (7-1-99)

iii. ~~A statement of the activities the pharmacist is to follow in the course of conducting drug therapy management, including documentation of decisions made and a plan or appropriate mechanism for communication, feedback, and reporting to the prescribing practitioner concerning specific decisions made. In addition to the agreement, documentation shall occur in the prescribing practitioners patient medical chart and may occur on the prescription record, patient profile, a separate log book, or in some other appropriate system;~~ (7-1-99)

e. ~~A method for the prescribing practitioner to monitor compliance with the agreement and clinical outcomes where drug therapy management by the pharmacist has occurred and to intercede where necessary;~~ (7-1-99)

d. ~~A provision that allows the prescribing practitioner to override the agreement whenever he deems it necessary or appropriate; and~~ (7-1-99)

e. ~~The agreement must be coupled with specific orders from the prescribing practitioner to apply such agreement as drug therapy management to any particular patient. The order must constitute a valid drug order or a valid prescription and contain all information necessary to conform to such requirements.~~ (7-1-99)

04c. Review, Renewal, and Revision of Agreement. At a minimum, the written agreement shall be reviewed and renewed, and, if necessary, revised every year. (7-1-99)()