

COLLABORATIVE DRUG THERAPY MANAGEMENT AGREEMENT

This Collaborative Drug Therapy Management Agreement (“Agreement”) is made by and among the named physician(s) of (organization name) identified on the signature page (the “Physicians”) and pharmacist(s) of (organization name) identified on the signature page (the “Pharmacists”) effective as of (date of initiation) (the “Effective Date”) for patients in a non-institutional setting.

The Physicians and Pharmacists identified here desire to enter into a collaborative drug therapy management program in a non-institutional setting, in compliance with the Pennsylvania Pharmacy Practice Act (section 9.3) and Title 49 PA Code Ch 27 (27.302 and 27.311), whereby the Physicians authorize the Pharmacists to assume professional responsibility for management of drug therapy by performing the following activities:

- A. Adjusting a drug regimen.
- B. Adjusting drug strength, frequency or route of administration.
- C. Administration of drugs.
- D. Ordering laboratory tests and ordering and performing other diagnostic tests necessary in the management of drug therapy.
- E. (Add additional activities here if desired as permitted by PA Law)**

In consideration of this desire, the Physicians and the Pharmacists are legally bound and agree to the following:

1.0 Collaboration.

- 1.1 Subject to the terms and conditions of this Agreement, the Physicians and Pharmacists agree to collaborate on management of drug therapy for patients of the Physicians as of the Effective Date for the duration specified in **Section _____**.
- 1.2 Participation in this Agreement is voluntary for both the Physicians and the Pharmacists.

2.0 Duties.

- 2.1 A Pharmacist, when requested by a Physician in accordance with Section 1.0, may provide direct patient care including adjustment of the drug regimen, the drug strength, and frequency or route of administration; administration of drugs; ordering of laboratory tests, and performing of other diagnostic tests necessary in the management of drug therapy without prior written or oral consent by the referring Physician for referred patients for the following disease states or medication management related to diseases: **(List the disease states you wish to collaborate on)**

- Ex. (a) Type II Diabetes Mellitus
- (b) Heart Failure

(List the specific management for each disease state in terms of the pharmacist's management)

Ex. 2.1.1 Anticoagulation Drug Therapy Management

The Pharmacist may adjust the strength, frequency, and route of administration of oral anticoagulants initiated by the Physician. These medications include, but are not limited to vitamin K antagonists, direct thrombin inhibitors, and direct factor Xa inhibitors. Adjustments will be made according to the package inserts of the medications and the most recent Antithrombotic Guidelines by the American College of Chest Physicians. The pharmacist may order the appropriate labwork to monitor the safety and efficacy of therapy when clinically indicated including but not limited to, prothrombin time, international normalized ratio, complete blood count, basic metabolic panel, and complete metabolic panel.

2.2 The Pharmacist's drug therapy management will take place after initiation of a drug therapy regimen by the Physician and with in-person meetings at the minimum appropriate frequency as identified in the written referral.

2.3 The Pharmacist will document all patient care activities and interventions made under this Agreement in the patient's electronic health record ("EHR") in a manner consistent with the Law as soon as possible, but no later than 72 hours after the intervention. Both the Pharmacists and the Physicians will have access to this shared EHR. **(this may be different if you are remotely located)**

2.4 The Pharmacist will notify the referring Physician within 72 hours if a medication-related problem is identified and an intervention such as change in dose, duration or frequency of medication prescribed, is made.

3.0 Notification of Patient. The Physician or designee will notify each referred patient whose drug therapy management may be affected by this Agreement with regard to the role of the Pharmacist. Patients will be provided an opportunity to refuse drug therapy management by a Pharmacist.

4.0 General Responsibilities and Requirements.

4.1 Pharmacists shall obtain and maintain throughout the term of this Agreement

- (a) a license without restriction to practice pharmacy in the Commonwealth of Pennsylvania;

(b) good standing with the Pennsylvania State Board of Pharmacy;
(c) professional liability insurance coverage during the term of this Agreement in an amount not less \$1 million per occurrence or claim made as required by applicable Pennsylvania insurance laws and regulations.

4.2 Physicians shall obtain and maintain throughout the term of this Agreement

(a) a license without restriction to practice medicine in the Commonwealth of Pennsylvania;

(b) good standing with the Pennsylvania State Board of Medicine;

(c) professional liability insurance coverage during the term of this Agreement in an amount not less \$1 million per occurrence or claim made as required by applicable Pennsylvania insurance laws and regulations.

4.3 The Pharmacists may not engage in retail dispensing while in the health care practice or within the context of this agreement.

4.4 In the event that the referring Physician is temporarily unavailable, the Pharmacist will... (detail how pharmacist will operate in physician's absence) .

4.5 In the event that the Pharmacist is temporarily unavailable, the Physician will... (detail how physician will operate in pharmacist's absence) .

4.6 All patient records handled by the Pharmacists providing the management of drug therapy shall comply with the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5, Div. A, Title XIII, Div. B, Title IV, 123 Stat. 226, 467), and associated rules and regulations.

5.0 Availability of the Agreement. Copies of this Agreement will be available as follows: (i) at the practice sites of the Physicians who are parties to the Agreement, (ii) at the practice sites of the Pharmacists who are parties to the Agreement, (iii) at the institution where the Agreement is in place, (iv) filed with the Bureau, (v) upon request, to any patient whose drug therapy management is affected by the Agreement, and (vi) upon request, to representatives of the Bureau and the Department of Health.

6.0 Term and Termination.

6.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for two years through (date), subject to Section (termination section). This Agreement may be renewed,

provided mutually acceptable terms and conditions can be agreed upon prior to the expiration of the initial term.

6.2 Termination. Any Physician may terminate collaboration with any Pharmacist at any time following written notice to that Pharmacist with a copy to (organization). Any Pharmacist may terminate collaboration with any Physician at any time following written notice to that Physician with a copy to (organization).

6.3 Consequences of Separation. If a Physician or a Pharmacist ceases to be employed by a (organization) entity for any reason, this Agreement shall terminate with respect to that individual.

7.0 General Provisions.

10.1 No Assignability. This Agreement requires the personal services of the Pharmacists, and no portion of this Agreement shall be assignable or delegable by a Pharmacists to any other person

10.2 Amendment and Waiver. No term or provision of this Agreement may be changed, waived, modified or terminated orally or in any manner other than in writing signed by the parties on this Agreement.

10.3 No Agreement to Refer. Notwithstanding anything contained herein to the contrary, the parties agree that neither party nor any other person has agreed to make any referral (and neither party nor any other person shall hereafter have any obligation to make any referral). Nor will either party or any other person receive or be entitled to receive any compensation from the other for any referral and the services provided shall at no time be subject to any unlawful agreement, whatsoever arising, express or implied, with respect to the referral of any patient or patients to any person or entity for the provision of health care services.

The following parties have entered into the Agreement as stated above:

PHYSICIANS:

PHARMACISTS:

Appendix I: Definitions

Practice of Pharmacy (aka Pharmacist Scope of Practice) in Pennsylvania:

The provision of health care services by a pharmacist, which includes:

- A. The interpretation, evaluation and implementation of medical orders for the provision of pharmacy services or prescription drug orders.
- B. The delivery, dispensing or distribution of prescription drugs.
- C. Participation in drug and device selection.
- D. Drug administration.
- E. Drug regimen review.
- F. Drug or drug-related research.
- G. Compounding.
- H. Proper and safe storage of drugs and devices.
- I. Management of drug therapy under a written collaborative agreement as set forth in section 9.3 of the act or, if in an institutional setting, consistent with the institution's assignment of clinical duties under a written protocol as set forth in section 9.1 of the act.
- J. Maintaining proper records.
- K. Patient counseling.
- L. Acts, services, operations or transactions necessary or incident to the provision of these health care services.
- M. Drug therapy management, including services provided under the Medicare Prescription Drug, Improvement, and Modernization Act of 2003.

Management of Drug Therapy:

Any of the following processes performed under a written protocol as set forth in section 9.1 of the act (63 P. S. § 390-9.1) or under a collaborative agreement as set forth in section 9.3 of the act (63 P. S. § 390-9.3):

- F. Adjusting a drug regimen.
- G. Adjusting drug strength, frequency of administration or route.
- H. Administration of drugs.
- I. Ordering laboratory tests and ordering and performing other diagnostic tests necessary in the management of drug therapy.
- J. Monitoring the patient's vital signs.
- K. Providing education and training to the patient that is related to the management of the drug therapy.

**Appendix II: Liability insurance affidavits for each physician and each pharmacist
(see reference 3)**