

318:16-a Standards for Collaborative Pharmacy Practice. –

I. For a pharmacist to participate in a collaborative pharmacy practice agreement, the pharmacist shall:

- (a) Hold an unrestricted and current license to practice as a pharmacist in New Hampshire.
- (b) Have at least \$1,000,000 of professional liability insurance coverage.
- (c) Have the knowledge base necessary for proper monitoring, including, but not limited to, associated disease states, relevant laboratory tests, adverse events, drug and food interactions, safety, and efficacy. Depending upon the complexity of the services being provided, the pharmacist may be required to have additional credentials or training and shall demonstrate the receipt of approval by the board of pharmacy.

II. Any practitioner with prescriptive authority who holds an active, unrestricted license in the state of New Hampshire may enter into a collaborative pharmacy practice agreement. A service authorized by a practitioner to be performed by a pharmacist under a collaborative pharmacy practice agreement must be within the practitioner's current scope of practice.

III. Collaborative pharmacy practice agreements may be between single or multiple pharmacists and a single or multiple practitioners.

IV. Collaborative pharmacy practice agreements shall meet the following general requirements:

- (a) Each protocol developed pursuant to the collaborative pharmacy practice agreement shall contain detailed direction concerning the services that the pharmacist may perform for patients. The protocol shall include, but not be limited to:
 - (1) The specific drug or drugs to be managed by the pharmacist.
 - (2) The terms and conditions under which drug therapy may be implemented, modified, or discontinued.
 - (3) The conditions and events upon which the pharmacist is required to notify the collaborating practitioner and the manner and time frame in which notification will occur.
 - (4) The laboratory tests that may be ordered in accordance with medication therapy management.

(5) Activities which may be performed by the pharmacist in conjunction with the protocol, which shall be documented as specified in the protocol.

(6) A statement of the expected amount of time the pharmacist will dedicate to performing duties specified under the protocol.

(b) Collaborative pharmacy practice agreements shall state the beginning and ending dates of the period of time during which the agreement is in effect, and may be terminated, in writing, by either party at any time. Collaborative pharmacy practice agreements shall be renewed at a minimum every 2 years. When collaborative pharmacy practice agreements are terminated, the patient shall be informed and provided with details to allow for the uninterrupted continuation of their medication therapy management regimen.

(c) Ongoing metrics for quality assurance and safety monitoring shall be agreed upon by the practitioner and pharmacist and shall be included in the collaborative practice agreement. These metrics shall be consistent with metrics adopted or enforced by regulatory bodies.

V. Supervision of the collaborative pharmacy practice agreement shall include:

(a) Protocols developed based on evidence-based guidelines for best practices.

(b) The referring practitioner receiving progress visit notes from each patient encounter in a time specified in the agreement.

(c) The referring practitioner providing supervision for the treatment management of the referred patient.

(d) The retention on file of the collaborative pharmacy practice agreement and protocols at the pharmacist's place of practice and at the practitioner's administrative office or place of practice, which shall be available upon request.

VI. Neither the attending practitioner nor the pharmacist in a collaborative practice pharmacy agreement may seek to gain personal financial benefit by participating in any incentive-based program or accept any inducement that influences or encourages therapeutic or product changes or the ordering of tests or services.