**COLLABORATIVE CARE AGREEMENT**

This is a Collaborative Drug Therapy Management Agreement pursuant to Maine Department of Professional and Financial Regulation rules 02-373 Chapter 5 and 02-393 Chapter 39.  The parties shall conduct themselves in compliance with said rule.

**This agreement does not establish a partnership or joint venture between the parties.**

**1) Parties to the Agreement:**

This agreement is being held between:

Name of Pharmacist, Title

(State License #, Board of Pharmacy Specialties-Pharmacotherapy Certificate # if applicable)

Authorized agent of Company, City, State

**and**

Dr. X. XXXX, Medical Director, (State License #),

Authorized agent of Practice Name, City, State

who directs and refers Pharmacotherapy consultation for his patients and those of his

employees, XXX, FNP, (License #......) and XXX, PA (License # …….)

**Date Range for this agreement:** Month Day, 201\_\_ to Month Day, 201\_\_, (Start date pursuant to Board of Pharmacy Approval).

2**) Preliminary Scope of Activity**

Activity in the initial 3 months of this agreement shall be limited to monitoring drug therapy, after which, the practitioner and pharmacist shall meet to review the collaborative practice agreement and determine the scope of the agreement, may be expanded to include a pharmacist’s initiating, monitoring, modifying, and discontinuing a patient’s drug therapy, which actions the pharmacist must report to the practitioner in a timely manner.

These activities will be driven primarily by the needs and objectives …………………. consisting of primary activities centered around advanced medication reconciliation, also known as comprehensive medication management (CMM) for patients with two or more chronic disease conditions (may include, but not limited to Anticoagulation, Chronic Pain, Diabetes, Depression, Dyslipidemia, Hyperlipidemia, Hypertension, Thyroid Disorder), and taking equal or greater than \_\_\_ medications per patient regimen. The pharmacist will make written recommendations to the prescriber, and a copy be provided to the Medical Director (if it is a prescriber other than the Medical Director), in an evidence-based, shared decision-making-like format. In the event of a change required urgently, this will be communicated verbally to the prescriber, then communicated in writing within 24 business hours—also being copied to the Medical Director as applicable. No prescribing or adjustments will be undertaken by the pharmacist, but will only consist of direct recommendations to the prescriber, who will take final responsibility for effecting changes.

An ancillary focus under this project description includes pharmacist support for the primary care practice in the opioid prescribing and new regulatory restrictions applicable to protect patients and the citizens of (State). No prescribing or adjustments will be undertaken by the pharmacist for prescription pain management, but will consist only of direct recommendations to the prescriber, who will take final responsibility for effecting changes with the patient in the Pain Clinic.

**3) Site and setting at which the collaborative practice will occur**;

Address:

Comprehensive Medication Reconciliation/Management: Regular clinic time, \_\_ days a \_\_\_\_, first 15 minutes of scheduled patient appointment to ensure complete and accurate listing of prescription drugs, non-prescription drugs, herbals and dietary supplements. Address preliminary and priority patient concerns, including confusion from low health literacy, drug cost affordability affecting adherence, and any glaring clinical issues that need to be resolved by the end of the provider appointment.

Pain Clinic Support: special clinic scheduled \_\_\_ days a \_\_\_\_\_\_. This consists of the first 5 to 7 minutes of the scheduled appointment, in which coaching, information provision and detection of issues that need to be addressed with the prescriber are determined by the pharmacist.

**4) Qualifications of the participants in the collaborative practice agreement**;

a) Providing comprehensive family primary care including obstetrics, Dr XXX (provide short bio)

b) XXXXXX (Pharmacist) is (short bio). S/He is committed to maintaining continuing education requirements required by regulations governing this agreement.

**5) Types of diseases, drugs or drug categories involved and collaborative drug therapy**

**management allowed in each patient’s case:**

1. Specify scope of practice the Medical Director is comfortable with the pharmacist providing in his/her practice

**6)** **Procedure for the referral of each patient to the practitioner**:

a) No party to the collaborative practice agreement may receive remuneration of any kind for a referral made pursuant to the agreement; and

b) The practitioner is under no obligation to refer patients to the contracting pharmacist;

c) The prescriber will write an order in the patient’s chart referring the patient for pharmacist consultation, and specify whether it is for advanced medication reconciliation and/or pain consult, education consult.

c) Include a plan for measuring and assessing patient outcomes: (specify, e.g. labs, MACRA measures, etc.)

**7)** **Professional Liability Insurance Requirements:**

All parties to the agreement maintain professional liability insurance covering the scope of the collaborative practice, which proof of insurance shall be attached to the agreement. (At least $1 Million per occurrence for each occurrence, $3 million annual cap, per licensed party to the agreement). (This may vary from state to state)

**8) Treatment protocol(s) that will be utilized under the agreement**:

a) Introductory pharmacist visit with the patient for 5-7 minutes (preceding being seen by the attending Medical Director). Review drug therapy, assess and monitor patient attitudes, disease status, drug therapy issues. Counsel and coach regarding drug use, reinforce positive behaviors, offer tools or ways to promote adherence, self-empowerment.

b) Advanced Medication Reconciliation (15 minutes): review prescription medication, obtain complete list of non-prescription medication, herbals, dietary supplements. Explain process of evaluating full list for adverse effects/drug interactions that will follow, set up expectation of how any change(s) would roll out (e.g. one medication change per patient visit), determine any high level concerns on the patient’s part as it relates to drug costs, ability to adhere to the regimen, treatment goals, the drugs themselves, etc. As each change is rolled out, a medication wallet-card or similar list. Also, the option of a 31-day home MAR (see tools) will be offered that is fully reconciled, taking into account the patient’s normal waking, meals and sleep times. Where required, the local retail pharmacist who attends to the patient’s medication dispensing needs will be included in communication to effectively service the patient’s ongoing coaching and monitoring needs.

At (the end of specified time periods), results and outcomes will be reviewed by the Medical Director, his provider team, and the Pharmacist project leader to determine which chronic disease(s) to manage collaboratively, and amend the agreement with specific disease management protocol(s), and the manner in which this will be done.

**9)** **Lawful Agreement Termination Conditions:**

a) The agreement will terminate immediately in the event that the pharmacist no longer holds an unrestricted pharmacist license and immediately when the pharmacist knows or should know that the practitioner no longer holds an unrestricted license.

b) The agreement will terminate upon the death of a party to the agreement; and

c) Continuity of care for patients will revert to the Medical Director and supported by the local retail pharmacist, who will have been kept abreast of patient issues needed to be attended to at the retail pharmacy level by the Pharmacist, in the event that the agreement suddenly terminates.

d) Either party to the agreement may cancel the collaborative practice agreement giving a 30-day written notice sent by first class mail by the Medical Director to the collaborating Pharmacist (addressed to street address, town/city, state, zip, or such other address as pharmacist shall designate in writing) or by the collaborating Pharmacist to the Medical Director, or by first class mail (addressed to practice street address, city/town, state, zip, or such other address as pharmacist shall designate in writing).

The Board of Pharmacy and the Board of Medicine must be advised in writing by the Medical Director and the collaborating Pharmacist of the agreement termination in compliance with their respective professional regulations.

**10. Treatment Protocol Content**

A treatment protocol shall describe the activities that the pharmacist is authorized to engage in and must, at a minimum, include the requirements set forth below.

1. **Informed Consent Procedures**. For advanced medication reconciliation efforts, a letter will be sent out to patients belonging to the primary care practice with a description of expected activities, when and how provided, and by whom. This letter describes the procedure for patient-pharmacist non-participation if the patient so desires. (See attached). If and when chronic disease management codes are implemented in 201\_\_, formal informed consent from each patient involved in the drug therapy management as directed by billing code regulations, which consent shall include the patients’ consent to release all relevant medical information to both the practitioner and the pharmacist at the beginning of each scheduled visit.

**b)** **Scope of Activities**. The pharmacist is authorized to engage in advanced medication reconciliation for patients living at home with two or more chronic diseases taking 5 or more medications. The pharmacist will also assist in preliminary counselling time for \_\_\_\_\_\_\_ patients before their appointment at the clinic, as ordered or directed by the Medical Director. At the discretion of the Director, the pharmacist may provide special medication education with view to regimen clarification, improved adherence, and affordability.

**c)** **Documentation**. See attached (communication) form. Any completed tools developed for improved pharmacist support during the course of the collaborative visit will be attached to the communication tool, or scanned into the electronic health record.

d) **Communication**. Procedures for the pharmacist for reporting activities and results to the practitioner, include but are not limited to:

i) The pharmacist must relay normal test results when aware to the practitioner, not to exceed one week for routine results and twenty-four hours for abnormal results

ii) The pharmacist must relay adverse drug events, not to exceed twenty-four hours.

iii) Recommendations by the pharmacist for change must be communicated to the provider verbally for urgently required adverse drug event or contraindicated drug therapy, followed by written communication within 24 hours and copied to the Medical Director where applicable. Less urgent changes that can be processed at later visit(s) are to be communicated with evidence based (referenced) information as to the consequences of making the change versus not making the change, to aid in shared decision making with the patient. If there is more than one change, priority must be indicated, as only one change should be processed per patient visit to ensure patient safety.

iv) Relevant patient factors affecting pharmacotherapy outcomes that the pharmacist discerns, if they are of an urgent nature shall be communicated verbally to the provider in the presence of the patient (advocacy), otherwise will be communicated in writing in the ‘Background’ section of the documentation tool.

**e) Supervision**

i) The practitioner may override a collaborative practice decision or recommendation made by the pharmacist, when appropriate. This override shall be communicated verbally or in writing to the pharmacist at the earliest opportunity, and document it in the patient’s chart if the recommendation or decision has reached the patient, or the patient is aware of said discrepancy.

ii) Review and revision of the drug therapy management by the practitioner and the pharmacist during hand-off between the pharmacist and the provider in the course of the patient visit for urgent matters, at the earliest opportunity when advanced medication reconciliation involving research for urgent change(s), and within one week for changes that can occur during subsequent visit(s) for non-urgent changes.

**11. Continuing Pharmacist Education**

The pharmacist servicing this agreement will maintain a current unrestricted pharmacist license, and continuing education requirements satisfying full maintenance of Board Certification in Pharmacotherapy, (see attached, if applicable), in compliance with (specify laws and rules), and will continue to perform continuing education hours as set forth in (specify laws and rules).

# 12 Parties to the Agreement

Provider Practice Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Agent of Provider Practice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Pharmacist Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dragatsi & Co. does not take responsibility for any outcomes using this template. It is advised that review by an authorized attorney be utilized by the pharmacist before submission to other signatories to the agreement, and before submission for Board approval or any other certifying body.**

**TREATMENT PROTOCOL/PROCEDURE**

a) Introductory pharmacist visit with the patient for the Pain Clinic for 5-7 minutes (preceding being seen by the attending Medical Director). Review impact of new restrictive legislation governing controlled drug therapy, assess and monitor patient attitudes, pain status, drug therapy issues. Counsel and coach regarding opiate/controlled drug sparing strategies, reinforce positive behaviors, offer tools or ways to promote adherence, self-empowerment. Lab Monitoring: Serum Magnesium, Iron, Vitamin D, Serum Creatinine, Blood Urea Nitrogen, Liver Function Tests where applicable. See attached tools.

b) Advanced Medication Reconciliation (15 minutes): review prescription medication, obtain complete list of non-prescription medication, herbals, dietary supplements. Explain process of evaluating full list for adverse effects/drug interactions that will follow, set up expectation of how any change(s) would roll out, determine any high level concerns on the patient’s part as it relates to drug costs, ability to adhere to the regimen, treatment goals, the drugs themselves, etc. A report using SBAR(O) format will be completed in writing and forwarded to the provider after each visit. If an urgent matter is detected, it will be communicated verbally to the provider on hand-off, and reduced to writing in the report. As each change is rolled out, a medication wallet-card will be issued to the patient to carry on them at all times (see attached). Also, the option of a 31-day home MAR (see attached ‘Meds on a Clock’) will be offered that is fully reconciled, taking into account the patient’s normal waking, meals and sleep times. Consult laboratory values when and where applicable. Where required, the local retail pharmacist who attends to the patient’s medication dispensing needs will be included in communication to effectively service the patient’s ongoing coaching and monitoring needs.

**The practitioner, when appropriate, may override a collaborative practice decision made by the pharmacist, Elizabeth Dragatsi, RPh, BCPS of Dragatsi & Co.**

Signed this day, \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_/2016, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Challa Reddy, MD, Medical Director

Dexter Family Practice, Dexter, ME

**DOCUMENTATION TOOL – S.B.A.R.(O). Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| --- |
| **PATIENT NAME:** |
| **Date of Birth: MR #:** |
| **SITUATION:** |
| **BACKGROUND:** |
| **ASSESSMENT:** |
| **RECOMMENDATIONS:** |
| **OUTCOMES (includes follow-up required)** |
| **Wallet-card forwarded to: Date:** |
| **Home MAR forwarded to: Date:** |

**Completed By (RPh): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Provider(s) Forwarded To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**