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S T A T E O F R H O D E I S L A N D

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2025

A N A C T

RELATING TO BUSINESSES AND PROFESSIONS -- COLLABORATIVE PHARMACY PRACTICE

Introduced By: Representatives Solomon, McGaw, Casimiro, and Shanley

Date Introduced: February 28, 2025

Referred To: House Health & Human Services

It is enacted by the General Assembly as follows:

SECTION 1. Sections 5-19.2-2 and 5-19.2-5 of the General Laws in Chapter 5-19.2 entitled "Collaborative Pharmacy Practice" are hereby amended to read as follows:

5-19.2-2. Definitions.

When used in this chapter, the following words and phrases are construed as follows:

~~(a)~~(1) "Collaborative pharmacy practice" ~~is that~~ means the practice of pharmacy whereby one or more licensed pharmacist(s), with advanced training and experience relevant to the scope of collaborative practice, agrees to work in collaboration with one or more ~~physicians~~ providers for the purpose of drug therapy management of patients, such management to be pursuant to a ~~protocol or protocols~~ written agreement authorized by the ~~physician(s)~~ provider(s) and subject to conditions and limitations as set forth by the department. A healthcare professional who has prescribing privileges and is employed with or by a collaborating ~~physician~~ provider may be in such an agreement.

~~(b)~~(2) "Collaborative practice agreement" means a written and signed agreement, entered into voluntarily, between one or more licensed pharmacist(s), with advanced training and experience relevant to the scope of collaborative practice, and one or more ~~physicians~~ referring providers that defines the collaborative pharmacy practice in which the pharmacist(s) and ~~physician(s)~~ provider(s) who are parties to the agreement propose to engage. Collaborative practice agreements shall be made in the best interest of public health, follow clinical guidelines and

standards of care, and be agreed upon guidance with the collaborating provider. No approval or denial process shall be required, and parties to the collaborative practice agreement may begin acting pursuant to the agreement when all required documentation is complete. It shall be the responsibility of the parties to the collaborative practice agreement to respond to the board's inquiries and clarify all issues pertinent to the collaborative practice agreement. Collaborative practice agreements shall be reviewed and signed by the parties thereto annually.

~~(c) "Collaborative practice committee" shall consist of six (6) individuals: three (3) individuals to be appointed by the board of pharmacy from nominees provided by the Rhode Island Pharmacists Association and three (3) individuals to be appointed by the board of medical licensure and discipline from nominees provided by the Rhode Island Medical Society. The collaborative practice committee shall advise the director on all issues pertinent to the regulation of collaborative practice agreements.~~

~~(d)~~(3) "Drug therapy management" means the review, in accordance with a collaborative practice agreement, of drug therapy regimen or regimens of patients by one or more licensed pharmacist(s) for the purpose of initiating, adjusting, monitoring, or discontinuing the regimen. Decisions involving drug therapy management shall be made in the best interests of the patient. In accordance with a collaborative practice agreement, drug therapy management may include:

~~(1)~~(i) Initiating, adjusting, monitoring, or discontinuing drug therapy;

~~(2)~~(ii) Collecting and reviewing patient histories;

~~(3)~~(iii) Obtaining and checking vital signs, including pulse, height, weight, temperature, blood pressure, and respiration, or other clinical information as appropriate or necessary to provide care; and

~~(4)~~(iv) Under the supervision of, or in direct consultation with, one or more physician(s), ordering and evaluating the results of laboratory tests directly related to drug therapy when performed in accordance with approved protocols applicable to the practice setting and providing such evaluation does not include any diagnostic component.

~~(e)~~(4) "Limited-function test" means those tests listed in the federal register under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) as waived tests. ~~For the purposes of this chapter, limited function test shall include only the following: blood glucose, hemoglobin A1c, cholesterol tests, and/or other tests that are classified as waived under CLIA and are approved by the United States Food and Drug Administration for sale to the public without a prescription in the form of an over-the-counter test kit.~~

~~(f)~~(5) "Pharmacist with advanced training and experience relevant to the scope of collaborative practice" means a licensed pharmacist in this state with a bachelor of science in

pharmacy and postgraduate educational training or a doctor of pharmacy degree. Such training shall include, but not be limited to, residency training; board certification; certification from an accredited professional organization educational institution; or any other continuing education provider approved by the ~~director of health~~ collaborating provider relevant to the proposed scope of the collaborative practice agreement.

~~(g)~~(6) "Practice of pharmacy" means the interpretation, evaluation, and implementation of medical orders, including the performance of clinical laboratory tests, provided such testing is limited to limited-function tests as defined herein; the dispensing of prescription drug orders; participation in drug and device selection; drug regimen reviews and drug or drug-related research; provision of patient counseling and the provision of those acts or services necessary to provide pharmaceutical care; drug therapy management pursuant to a collaborative practice agreement; and the responsibility for the supervision for compounding and labeling of drugs and devices (except labeling by a manufacturer, repackager, or distributor of nonprescription drugs and commercially packaged legend drugs and devices); proper and safe storage of drugs and devices; and maintenance of proper records for them.

5-19.2-5. Immunity.

The director of health, board members, ~~the collaborative practice committee,~~ and their agents and employees shall be immune from suit in any action, civil or criminal, based on any disciplinary proceeding or other official act performed in good faith in the course of their duties under this chapter. There shall be no civil liability on the part of, or cause of action of any nature against, the board, director, their agents or their employees or against any organization or its members, peer-review board or its members, or other witnesses and parties to board proceedings for any statements made in good faith by them in any reports, communications, or testimony concerning an investigation by the board of the conduct or competence of any licensee under this chapter.

SECTION 2. This act shall take effect on July 1, 2025.

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EXPLANATION

BY THE LEGISLATIVE COUNCIL

OF

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RELATING TO BUSINESSES AND PROFESSIONS -- COLLABORATIVE PHARMACY PRACTICE

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This act would expand the existing law regarding collaborative practice agreements between pharmacists and physicians to allow other healthcare providers to enter into such agreements. This act would also remove the definition of "collaborative practice committee".

This act would take effect on July 1, 2025.

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