

## Agent of Practitioner

### *Synopsis of DEA Policy Statement*

1. The DEA defers to the common law definition of “agency” as a fiduciary relationship that arises when one person (a “principal” manifests assent to another person (an “agent”) and that the agent shall act on the principal’s behalf and subject to the principal’s control, provided the agent consents to the act.

2. In the absence of an employer-employee relationship, the principal (in this case, the DEA registered practitioner) may designate an individual as his/her agent provided the principal:

- a). Assesses the level of control they are able to exercise over the agent,
- b). Knows the agent’s licensure, level of training and experience to determine if the individual is a suitable agent, and
- c). Ensures the agent will not exceed the scope of the agency relationship.

3. The agent **MAY NOT** perform duties that must be performed by the practitioner and **MAY** only carry out those duties that may be legally performed by an agent.

For example, an agent **MAY NOT** verbally communicate emergency oral C-II prescriptions to the pharmacy on behalf of a practitioner according to the Controlled Substance Act.

4. The DEA believes that the designation of those persons authorized to act on the behalf of the practitioner and the scope of such authorization should be reduce to writing in an **agency relationship agreement**.

5. Each agent (nurse) requires an **individual agent agreement** with the practitioner.

6. The agreement **limits the agent** to:

- a). Preparing controlled substances (C-II through C-V) prescriptions for the practitioners signature.
- b). Conveying oral prescriptions to the pharmacist for C-III through C-V’s.
- c). Faxing already prepared and signed by the practitioner prescriptions to the pharmacy on the practitioner’s behalf.

7. The signed and executed agreement should be kept on file by the:

- a). Practitioner
- b). Practitioner’s Agent
- c). Agent’s employer (if other than the practitioner).
- d). All pharmacies that would receive communications from the agent.

8. The agreement should be retained for the period established by the agreement and for a reasonable period beyond the expiration date of the agreement- recommended 3 years.

9. Upon termination of employment with the referenced facility, the nurse no longer is an agent of the practitioner and the **agreement is revoked** by the practitioner’s signature.

Copies of the revoked agreement are then distributed to the terminated agent, the facility and all dispensing pharmacies that previously received communications from the agent.