DRAFT OF NARRATIVE TO ATTACH TO DRB STATEMENT
ON ANTISUBSTITUTION LAWS

The essential point of a prescription is that the patient receive the medication which his physician intends that he receive. The crux of the problem is the physician's intent and the amount of understanding he, the physician, brings to that intent. If he understands sufficient about what he has prescribed to restrict it narrowly (e.g., to a single brand), then he will be able to defend his selection not only to the patient, to the pharmacist, and to third-party payors, but also to a group of his peers in the practice of medicine (i.e., physicians) should they later review his decisions and actions. If he prescribes a particular brand and, in fact, his understanding of what he has prescribed extends only to the level of its generic nature, then his narrow restriction to that particular brand will be indefensible to his peers, and substitution by the pharmacist (on the basis of product equivalence and lesser cost, to the best of his, the pharmacist's, knowledge) is justified. However, the prerogative of restricting the prescription remains with the physician, since he is the one ultimately responsible for the care of the patient.

There are three corollaries to this. First: the physician's orders must be followed to whatever extent he specifies. If he specifies, in writing on the prescription, that the prescription must be filled exactly as written, the pharmacist must do that, and the patient should comply with those specific instructions from the physician.

Second: if, however, the physician does not note such a restriction in writing on the prescription, the pharmacist is free to substitute an equivalent drug product (of the same generic drug). The pharmacist then assumes the respon-