

TENNESSEE COLLABORATIVE PRACTICE AGREEMENT

Practice Location: _____ Effective Date: _____

Parties to the Agreement:

Collaborating Pharmacist Name: _____

Collaborating Pharmacist License No.: _____

Physician Name: _____

Physician License No.: _____

Recitals

WHEREAS, the Collaborating Pharmacist is licensed to practice pharmacy in the State of Tennessee; and WHEREAS, the Physician is licensed to practice medicine in the State of Tennessee; and WHEREAS, the parties desire to enter into this Collaborative Practice Agreement (the "Agreement") to establish the scope and procedures for collaborative drug therapy management as permitted by Tennessee law.

1. Purpose and Scope

This Agreement authorizes the Collaborating Pharmacist to perform collaborative drug therapy management as defined under Tennessee Code Annotated §63-10-204, including initiating, modifying, or discontinuing drug therapy within the scope of this Agreement and in accordance with applicable laws and regulations.

2. Definitions

For purposes of this Agreement, the following definitions apply: a) 'Collaborative Drug Therapy Management' means the management of drug therapy by a licensed pharmacist pursuant to an agreement with a licensed physician. b) 'Patient' means an individual receiving care from the Collaborating Pharmacist and Physician under this Agreement. c) 'Drug Therapy Protocol' means a written plan authorized and approved by the Physician governing the collaborative drug therapy management.

3. Collaborative Drug Therapy Management Services

The Collaborating Pharmacist is authorized to perform the following services under this Agreement: a) Obtain and review patient drug and health histories. b) Order and evaluate laboratory tests as necessary to monitor drug therapy. c) Initiate, modify, or discontinue drug therapy according to the Drug Therapy Protocol. d) Provide patient education and counseling regarding medications. e) Document all interventions and communicate with the Physician as needed.

4. Drug Therapy Protocols

The parties agree to develop and maintain written Drug Therapy Protocols that: a) Define the types of diseases and conditions managed. b) Specify the drugs, dosages, and monitoring parameters. c) Establish procedures for communication and documentation. d) Are reviewed and updated at least annually or as clinical guidelines change.

5. Responsibilities of the Collaborating Pharmacist

The Collaborating Pharmacist agrees to: a) Comply with all applicable laws, rules, and regulations. b) Maintain current licensure and certifications. c) Document all patient care activities thoroughly and timely. d) Communicate significant changes or concerns promptly to the Physician. e) Participate in quality assurance and performance improvement activities related to this Agreement.

6. Responsibilities of the Physician

The Physician agrees to: a) Provide oversight and supervision in accordance with Tennessee law. b) Collaborate with the Pharmacist in the development and revision of Drug Therapy Protocols. c) Review documentation and patient outcomes as appropriate. d) Ensure that patients are informed of the collaborative practice and consent obtained as required.

7. Patient Eligibility and Consent

Patients eligible for collaborative drug therapy management must consent to receive such services. Informed consent shall be obtained and documented according to applicable laws and institutional policies.

8. Records and Documentation

The Collaborating Pharmacist shall maintain complete and accurate records of all collaborative drug therapy management activities. Such records shall be available for review by the Physician, regulatory agencies, and as otherwise required by law.

9. Quality Assurance and Performance Improvement

The parties agree to establish a quality assurance and performance improvement process to monitor and evaluate the collaborative practice, including periodic review of patient outcomes, adherence to protocols, and compliance with this Agreement.

10. Term and Termination

This Agreement shall remain in effect until terminated by either party with at least thirty (30) days written notice. Termination shall not affect the management of patients currently receiving services under this Agreement until appropriate transition occurs.

11. Confidentiality and HIPAA Compliance

Both parties shall maintain confidentiality of patient information and comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable privacy laws and regulations.

12. Liability and Indemnification

Each party shall be responsible for its own acts and omissions. Neither party shall be liable for the negligence or misconduct of the other. The parties agree to indemnify and hold harmless each other to the fullest extent permitted by law.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law provisions.

14. Dispute Resolution

The parties agree to attempt to resolve any disputes arising under this Agreement through good faith negotiations. If unresolved, disputes shall be submitted to mediation or binding arbitration in accordance with applicable Tennessee law.

15. Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

16. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements.

17. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18. Signatures

PHYSICIAN SIGNATURE

PHARMACIST SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

License No.: _____

License No.: _____

Date: _____

Date: _____

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