CLINICAL PHARMACY COLLABORATIVE PRACTICE AGREEMENT

THIS COLLABORATIVE PRACTICE AGREEMENT ("Agreement" and "CPA") is made and entered into to be effective on the (the "Effective Date"), by and between , , with an address of , ("Clinic"), and ("University"), with an address of , who together are "the parties" to this Agreement.

A. AUTHORITY

1. The Tennessee Pharmacy Practice Act was amended in 2014 to authorize "collaborative pharmacy practice," whereby licensed pharmacists and licensed medical professionals who are "prescribers" work collaboratively to improve patient care quality and outcomes. Public Chapter 832, 108th General Assembly, amending T.C.A. § 63-10-204, and establishing T.C.A. § 63-10-217. The "collaborative pharmacy practice" is established by a written and signed agreement between one or more licensed prescribers and one or more licensed pharmacists.

2. employs individuals who are licensed in Tennessee as clinical pharmacists, and who provide education and training in pharmacy practice to students who are enrolled in the University's Doctor of Pharmacy Degree Program in or employed as pharmacy residents for the completion of post-graduate residency training. The University desires to collaborate with , an established group medical practice employing both primary care and specialist physicians in , in a Collaborative Practice Agreement authorized by Tennessee law to provide direct patient care by clinical pharmacy faculty, and training for pharmacy students and residents in direct patient care. The Clinic is agreeable to engaging the University's clinical pharmacy faculty, students and resident (collectively "clinical pharmacy personnel"), in this CPA.

3. , by and through its Chief Medical Officer, , who is a licensed physician and prescriber in Tennessee, under authority granted to a Chief Medical Officer by T.C.A. 63-10-217, is executing this CPA to authorize University clinical pharmacists, who hold an active license to practice from the Tennessee Board of Pharmacy, to provide pharmaceutical care, as defined by Tennessee and Federal Pharmacy Laws and the Rules of the Tennessee Board of Pharmacy, to Clinic patients pursuant to either a written or verbal patient-specific referral from The Clinic's collaborating medical providers. Any Tennessee-licensed physician employed by , as of the execution of this CPA, and any Tennessee-licensed physician added to the medical staff of ; after this CPA becomes effective, and any Tennessee-licensed advance practice nurse or physician assistant who is authorized to be a prescriber in this state, shall be a "collaborating provider" for purposes of this CPA.

4. For any advance practice nurse or physician assistant who is authorized to act as a prescriber under this CPA, the supervising physician with primary responsibility for supervision of that APN or PA, and the individual APN or PA, shall sign his/her approval of this CPA on Attachment 1.

5. The parties anticipate that the Tennessee board of pharmacy, in collaboration with the state's medical boards, will promulgate regulations to implement various provisions applicable to collaborative pharmacy practice agreements. As of the execution of this CPA, those regulations have not been issued. The parties agree that when the regulations are issued, they will modify this CPA to the extent necessary to ensure compliance with the rules applicable to such agreements in Tennessee.

B. CLINICAL PHARMACIST ELIGIBILITY REQUIREMENTS

1. To be eligible for clinical pharmacy practice privileges under this CPA, the pharmacist must meet the required minimum criteria:

A. Basic education and training:
- ☐ Graduated with degree from an accredited Pharm.D. program (Required)
- ☐ Completed American Society of Health Systems Pharmacists (ASHP) accredited PGY-1 pharmacy residency with emphasis in primary care disease states/conditions (Required unless documented equivalent experience)
- ☐ Documentation of two or more years of clinical experience providing direct patient care under a scope of practice (or collaborative practice agreement) in the ambulatory care setting in lieu of residency as defined by job description (Required if PGY-1 residency has not been completed)
- ☐ Completed PGY-2 pharmacy residency in ambulatory care (Preferred)

B. Board certification
- ☐ Board Eligible, as defined by the Board of Pharmaceutical Specialties (this is Required if certification has not yet been obtained)
- ☐ Board Certified Ambulatory Care Pharmacist (Preferred)
- ☐ Board Certified Pharmacotherapy Specialist (Acceptable)

C. NATURE AND SCOPE OF PATIENT CARE SERVICES

1. Clinical pharmacy personnel will provide direct patient care to Clinic patients upon a request (written or oral) from a Clinic prescriber who is a collaborating provider. The scope of direct patient care pharmacy services provided is set forth in the Tennessee Pharmacy Practice Act, T.C.A. § 63-10-204(39), and Federal Pharmacy Laws and the Rules of the Tennessee Board of Pharmacy. When accepting a referral for care of a Clinic patient as part of this collaborative practice agreement, the clinical pharmacy personnel may provide any of the following services for the collaborative provider or directly to the patient, as appropriate:

- Interpretation and evaluation of medical and prescription orders for the patient, with special focus achieving optimal therapy results while avoiding contra-indications and adverse drug interactions
- Review of drug regimen and patient utilization, with special focus on avoidance of adverse side effects that may undermine patient safety or compliance with prescribed therapies;
- Patient medication and chronic disease education and counseling;
- Comprehensive medication management advice and assistance for prescribers who are providing professional medical services to Clinic patients;
- Participation in drug, dietary supplement, and device selection and administration;
- Initiate, modify, dispense or discontinue medications limited to the specific medication management processes approved in the Prescribing Authority section, and provided that any such action is reported immediately to the collaborative provider;
- Review and order appropriate laboratory tests or other necessary tests necessary to monitor efficacy, safety, and otherwise support the patient's drug therapy management program for the defined area of practice requested; and
- Initiate requests for consultations for areas related to the defined areas of practice.

2. Under the direction and supervision of clinical pharmacy faculty, University pharmacy students and residents may participate in the provision of above-mentioned pharmaceutical care.

D. MEDICATION PRESCRIBING AUTHORITY

1. Medication management by clinical pharmacy personnel is authorized in cases involving the following medical conditions and situations: anticoagulation medication management, heart failure with preserved ejection fraction medication management, heart failure with reduced ejection fraction medication management, coronary heart disease medication titration and maintenance, diabetes medication management, hyperlipidemia medication management, hypertension medication management, smoking cessation medication management, osteoporosis medication management, obesity medication management, adherence management, polypharmacy management, and request for special medication management.

2. Initiation and modification of drug therapy, including dispensing medication samples, will be based on FDA-approved labeling of medications and current literature. In the provision of pharmaceutical care, a pharmacotherapy care plan utilizing the most effective, least toxic, and most economical medication treatments will be developed based on current treatment guidelines or other established authoritative standards of care. Nonprescription medications may also be recommended to the patient as needed.

3. Prescriptions will be written under the collaborative provider's name and national provider identification number and will also contain the name of the clinical pharmacist. The collaborative provider/prescriber will be notified about the issuance of such a prescription within a reasonable period of time after it is issued. Any decision by the collaborative provider/presciber to modify or cancel a prescription that has issued by a clinical pharmacist shall be controlling.

4. Clinical pharmacists shall not prescribe controlled substances, but if thought to be beneficial to patient, the clinical pharmacist will notify the collaborative provider and/or the patient's primary care provider of the pharmacist's recommendations for use of a controlled substance. Clinical pharmacists may renew current non-controlled chronic medications when a patient needs a refill, provided that the patient's Clinic medical provider who prescribed the medication has seen the patient within 1 year's time.

5. A collegial relationship with mutual consultation and referral exists with the medical providers and the clinical pharmacists. A Clinic provider will be available at all times by telephone or in person for consultation. A consultation with a provider is required for advanced patient care management when changes occur in the patient's condition, and when referrals to higher levels of care are required.

E. DOCUMENTATION

Clinical pharmacists shall document all activities and encounters with Clinic patients as required by Clinic policies and procedures in the Clinic's electronic medical record within 3 days of a patient encounter, as required by Tennessee law. The referring provider will review and co-sign progress notes if medication changes occurred during clinical pharmacy patient visits. If the referring provider is an advanced practice nurse or physician assistant, the supervising physician will review and co-sign the progress note.

F. QUALITY ASSESSMENT

Quality of pharmaceutical care provided to Clinic patients pursuant to this agreement will be evaluated through the Office of the Clinic's Manager of Clinical Informatics and Population Health Management or other designee as appointed by the Chief Medical Officer. Quality markers to be evaluated will be achievement of standards set forth by the National Committee for Quality Assurance and The Centers for Medicare and Medicaid Services

Accountable Care Organizations Quality Measures that relate to clinical pharmacy services. Quality assessment reports will be shared with the clinical pharmacy faculty pharmacists, and will be reported to the University's Pharmacy Practice Department Chair periodically according to a mutually agreed schedule.

G. LIABILITY AND INSURANCE

Each party shall be liable for its own acts and/or omissions. Each party to this agreement agrees that if the party is without fault and is held liable for the acts of the other, the party's rights of indemnity or contribution as provided by applicable laws for the State of Tennessee may be pursued in accordance with those laws.

H. TERM AND TERMINATION

The Effective Date of this Agreement shall be ;. The Agreement shall continue in effect for a period of two (2) years, until unless it is terminated by either (1) mutual agreement of the parties; or (2) notice of termination given in writing by one party to the other at least thirty (30) days prior to the date of termination. This Agreement shall be reviewed, and may be renewed and re-executed by the parties, at or before the end of the 2-year term specified above.

SIGNATURES FOLLOW ON THE NEXT PAGE