COLLABORATIVE DRUG THERAPY MANAGEMENT AGREEMENT

This Collaborative Drug Therapy Management Agreement (“Agreement”) made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, M.D. (“Licensed Practitioner”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PharmD (“Pharmacist”) in order to promote the efficient, safe and effective practice of Pharmacotherapy Services in Pharmacist’s role as Pharmacist employed by Saint Joseph Regional Medical Center, Inc. (“SJRMC”).

1. Name and Addresses – \_\_\_\_\_\_\_\_\_\_\_\_\_\_, PharmD

Home Address:

Home Telephone:

Business Address:

Business Telephone:

PharmD License Number: Indiana License

Expiration Date:

2. Name and Addresses – Licensed Practitioner: \_\_\_\_\_\_\_\_\_\_\_\_\_, M.D.

Home Address:

Home Telephone:

Business Address:

Business Telephone:

Professional License Number: Indiana License

Expiration Date:

1. Other Locations Where Pharmacist May Prescribe:

Healthy Family Center, Family Medicine Center

1. Certifications of Pharmacist and Licensed Practitioner:

Pharmacist: PharmD.

Licensed Practitioner: M.D.

5. Other Written Practice Agreements Between Licensed Practitioner and Pharmacist:

# AGREEMENT

In consideration of the matters stated in the Recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Licensure; Area of Practice. Licensed Practitioner possesses an unrestricted license to practice medicine in the State of Indiana. Licensed Practitioner restricts her practice to family medicine. Licensed Practitioner and Pharmacist agree that the prescriptive authority of Pharmacist will only be limited by the scope of practice.
2. Collaboration. Licensed Practitioner and Pharmacist shall collaborate in the management of patients in a family practice setting. Unless otherwise limited by Licensed Practitioner on a case-by-case basis or by guidelines of third party payers, Pharmacist is authorized to perform evaluations and assessments of patients; prescribe appropriate diagnostic and treatment procedures; obtain necessary referrals or consultations; and provide necessary follow up for patients.

Licensed Practitioner and Pharmacist shall collaborate with each other on a regular basis. All prescriptions will be documented in the appropriate patient chart by the Pharmacist.

1. Maintenance of Geographic Proximity. A physician from the Family Medicine Residency Program is always available for primary health questions. There is always a physician who is on call and available for phone consultations or personally available anytime. Appropriate geographic proximity will be maintained for billing purposes.
2. Maintenance of Consultative Proximity. The Licensed Practitioner will be available via telephone or personal pager for immediate consultation with Pharmacist when necessary.
3. Coverage During Absence. In the event of absence, incapacity or emergency of Licensed Practitioner, coverage for consultation and collaborative practice needs will be provided by Licensed Practitioner’s practice associates.
4. Limitation of Prescriptive Authority. The limitations of the prescriptive authority will only be limited by the scope of practice.
5. Term. Licensed Practitioner and Pharmacist agree that this Agreement will not become effective until the Pharmacist has been granted a valid Professional Pharmacy (PharmD) license by the Indiana State Board of Pharmacy. This Agreement shall become effective July 1, 2009 and shall continue or until terminated by either party upon thirty (30) days written notice of termination of the Agreement.
6. Termination. This Agreement will terminate immediately upon the resignation or termination of employment of Pharmacist with SJRMC, or resignation or termination of Licensed Practitioner’s association or affiliation with SJRMC.
7. Indemnification. Pharmacist shall indemnify and hold harmless Licensed Practitioner from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and experts’ fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Licensed Practitioner which relates to or in any way arises out of any action or omission, whether the same be deliberate, negligent or inadvertent, of Pharmacist or any employee, officer, director, agent or representative thereof; provided, however, that Pharmacist shall not be required to indemnify Licensed Practitioner for any cost, damages or loss associated with any act or omission of Pharmacist or any representative thereof at the direction or request of Licensed Practitioner.
8. Not an Employment Contract. This Agreement is not a contract of employment. Pharmacist is an employee of SJRMC.

Date: Date: