

COLLABORATIVE PRACTICE AGREEMENT

Location: _____ Effective Date: _____

Parties to the Agreement:

Collaborating Practitioner Name: _____

Professional License Number: _____

Practice Address: _____

Contact Information (Phone/Email): _____

Collaborating Physician Information:

Physician Name: _____

Medical License Number: _____

Practice Address: _____

Contact Information (Phone/Email): _____

Purpose of Agreement:

This Collaborative Practice Agreement (“Agreement”) establishes a formal working relationship between the Collaborating Practitioner and the Collaborating Physician for the provision of medical services in accordance with applicable law and regulations of the State and the United States. The parties intend to comply fully with all legal, ethical, and professional standards.

Scope of Collaborative Practice:

The Collaborating Practitioner shall provide patient care as authorized under this Agreement and applicable law. The scope of practice, including delegated functions, procedures, treatments, and protocols, is defined herein and may be amended in writing by mutual consent. The Collaborating Practitioner shall perform services consistent with education, training, and licensure.

Responsibilities of Collaborating Practitioner:

1. Provide competent and professional patient care within the scope of practice.
2. Maintain current licensure, certifications, and credentials.
3. Comply with all applicable laws, regulations, and standards of professional conduct.
4. Maintain accurate and timely medical records.
5. Participate in quality assurance and peer review activities as requested.
6. Notify the Collaborating Physician and appropriate regulatory bodies of any changes in licensure or disciplinary actions.

Responsibilities of Collaborating Physician:

1. Provide appropriate supervision and consultation to the Collaborating Practitioner.
2. Be available for consultation by telephone or other electronic means during hours of patient care.
3. Review and co-sign patient records as required by law.
4. Participate in the development and review of protocols and practice guidelines.
5. Ensure compliance with applicable laws and regulations governing collaborative practice.

6. Notify the Collaborating Practitioner of any changes affecting this Agreement.

Supervision and Consultation:

The Collaborating Physician shall provide supervision as required by state law, including availability for consultation at all times when the Collaborating Practitioner is delivering patient care. The methods and extent of supervision are detailed in the attached protocols. Both parties agree to communicate regularly and document all consultations and supervisory activities in accordance with legal and ethical standards.

Protocols and Practice Guidelines:

Attached to this Agreement and incorporated by reference are the practice protocols, guidelines, and policies that govern the delivery of health care services under this collaborative relationship. These documents shall be reviewed and updated regularly by mutual agreement and in accordance with best practices and regulatory requirements.

Confidentiality and HIPAA Compliance:

Both parties agree to maintain the confidentiality of patient information and to comply with all applicable federal and state laws, including the Health Insurance Portability and Accountability Act (HIPAA). Any disclosures of patient information shall be made only as permitted or required by law.

Term and Termination:

This Agreement shall remain in effect until terminated by either party upon written notice. Termination shall not affect the rights or obligations of the parties accrued prior to termination. Upon termination, patient care responsibilities and records shall be managed in accordance with applicable laws and ethical standards.

Indemnification and Liability:

Each party shall indemnify and hold harmless the other from any claims, liabilities, damages, or expenses arising out of the acts or omissions of the indemnifying party, its agents, or employees. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise.

Insurance:

Both parties shall maintain professional liability insurance coverage in amounts adequate to protect against claims arising from the provision of health care services under this Agreement. Proof of insurance shall be provided upon request.

Dispute Resolution:

Any disputes arising under or related to this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be submitted to mediation or arbitration in accordance with the laws of the State specified in this Agreement.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

Entire Agreement and Amendments:

This Agreement, including all attached protocols and amendments, constitutes the entire understanding between the parties. Any changes or modifications must be made in writing and signed by both parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Signatures:

COLLABORATING PRACTITIONER SIGNATURE

COLLABORATING PHYSICIAN SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

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