

**NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES  
AGREEMENT AND JOINT PROTOCOL FOR ADVANCED PRACTICE  
NURSES AND COLLABORATING PHYSICIANS**

**AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_, Advanced Practice Nurse (APN), and \_\_\_\_\_, Collaborating Physician (CP), located at \_\_\_\_\_ Hospital. \_\_\_\_\_ is an individual who is duly licensed by the New Jersey State Board of Nursing/Department of Consumer Affairs to practice as a \_\_\_\_\_ (state specialty; i.e. psychiatric, family, geriatric) nurse practitioner or clinical nurse specialist with prescriptive authority.

**THE APN AND CP AGREE:**

1. The APN and CP have agreed to work collaboratively to render the highest quality health care services pursuant to N.J.S.A. 45:11-49 and N.J.A.C. 13:35-6.6 and 13:37-6.3.
2. The APN and CP hereby acknowledge that they have reviewed, understand and agree to comply with the responsibilities of a Collaborating Physician and an appropriately certified Advanced Practice Nurse (psychiatric, family, adult or geriatric or other appropriate area of specialty) as set forth in the New Jersey Advanced Nurse Practice Act, N.J.S.A. 45:11-49 (the "Act"), the regulations promulgated by the New Jersey Board of Nursing, N.J.A.C. 13:35-6.3, and the Board of Medical Examiners, N.J.A.C. 13:35-6.6 (the "Regulations") and Hospital Medical Staff Regulations.
3. The APN and CP will adhere to all required laws and regulations of the State of New Jersey, Department of Human Services (DHS), and Division of Mental Health Services (DMHS) that are applicable under the licensure of a psychiatric hospital in the State of New Jersey.
4. The APN and CP agree that if any law or regulation governing practice by an APN in New Jersey changes in a manner which alters the substance of this agreement, in whole or in part, then both parties will immediately seek to remedy this situation and seek to meet the new level of requirements to satisfy the conditions of compliance with the law and/or regulations, up to and including termination of this agreement.

THE APN AGREES:

1. The APN stipulates that s/he currently meets the qualifications to practice as a \_\_\_\_\_ Nurse Practitioner or \_\_\_\_\_ Clinical Nurse Specialist with prescriptive authority, and holds national certification from the American Academy of Nurse Practitioners (AANP) or the American Nurses Credentialing Center (ANCC), and will provide credentials to the credentialing committee and other hospital authorities as required. The APN further stipulates that s/he will continue to fulfill the requirements to maintain licensure in New Jersey and national certifications as required by her/his specialty.
2. The APN agrees that as an APN s/he will act as a primary care practitioner for the patients of her/his assigned unit, and other assigned patients as designated by the Medical Director, or his designee. The assigned unit for this APN is \_\_\_\_\_.
3. The APN agrees to attend and actively participate in all Medical and/or Nursing Department meetings, and in quality of care improvement initiatives as scheduled and as required by the Medical Director and or Chief Nursing Officer. This involves, but is not limited to, assisting in the development of facility practice standards, utilization reviews, and morbidity and mortality reviews.
4. This Agreement and Joint Protocol will be suspended for reasonable cause, upon written notice pending review by the DMHS Medical Director, hospital Chief Nursing Officer or designee, and hospital Clinical/Medical Director if either of the following situations occurs:
  - a) The CP indicates, in writing, to the APN and the Medical Director his/her intent to terminate the Agreement and Joint Protocol or
  - b) The APN indicates in writing to the CP his/her intent to terminate the Agreement and Joint Protocol.

This written rationale for the termination will be provided to the DMHS Medical Director, hospital Clinical/Medical Director and Chief Nursing Officer in advance.

Advanced Practice Nurse Name and Address (please print)

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Physician Name and Address (please print)

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We understand the responsibilities and scope of practice issues implied by this agreement:

Signed:

\_\_\_\_\_  
Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Advanced Practice Nurse

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**JOINT PROTOCOL**

This Joint Protocol is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_, Advanced Practice Nurse (APN), and \_\_\_\_\_, Collaborating Physician(s) (CP)\_\_\_\_\_

\_\_\_\_\_ located at \_\_\_\_\_ Hospital. \_\_\_\_\_ is an individual who is duly licensed by the New Jersey State Board of Nursing/Department of Consumer Affairs to practice as a \_\_\_\_\_ (state specialty; i.e. psychiatric, family, geriatric) nurse practitioner or clinical nurse specialist with prescriptive authority.

**JOINT PROTOCOL FOR PRESCRIPTIVE PRACTICE:**

1. This hospital provides health care services to adults with mental illness. The APN in this agreement will provide \_\_\_\_\_ services to this population.
2. The APN agrees that all services provided shall be according to medically accepted standards of care. APNs will be granted privileges, in accordance with DMHS and hospital policy and procedure, and rights and privileges granted through RN licensure and APN certification by the New Jersey Board of Nursing:
3. The APN agrees to document on the medical record and any other legal document in a legible manner, in accordance with DMHS and hospital standards, every patient encounter in the patient record using the format specified by current hospital policy.
4. The APN and CP agree that the APN may prescribe medications, devices, and order laboratory tests and appropriate treatment without prior consultation. The APN and CP agree that the APN will order controlled substances (if the APN and CP agree) without prior consultation, in accordance with APN law P.L. 2004, c. 122. The new APN law grants APNs unrestricted authority to prescribe controlled substances and requires that APNs specifically state in their joint protocol whether or not consultation with the collaborating physician is required prior to prescribing or ordering controlled substances. The APN must obtain a valid New Jersey CDS Certificate and a Federal DEA Certificate prior to being allowed to order controlled dangerous substances.
5. The APN will communicate with the collaborating physician prior to prescribing medications or devices when, in the APN’s professional opinion, the patient’s condition requires physician consultation or intervention. There are no specific circumstances or medical findings that require consultation with a collaborating physician prior to prescribing. Similarly, there are no specific circumstances for

which, prior to prescribing, a specific examination must be performed or definitive diagnosis made.

6. The APN will consult with the collaborating physician whenever in the APN's professional opinion, the patient's condition warrants physician consultation.
7. The APN will communicate with the collaborating physician prior to prescribing medications or devices when, in the APN's professional opinion, the patient's condition requires physician consultation or intervention.
8. APN shall document in patient health records the pharmacotherapy prescribed and monitored, noting pharmacotherapy prescribed, indication, dosage, frequency, duration and instruction for use according to hospital and DMHS policy.
9. The APN agrees to notify the Collaborating Physician promptly of any critical laboratory values, abnormal imaging studies, or any significant change in a patient's clinical status

10. Clinical references used by the APN and collaborating physician in reference to prescriptive practice include, but are not limited to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. The APN and CP agree to review patient charts and treatments as needed according to the following agreed upon schedule. .

Weekly Review \_\_\_\_\_ Date \_\_\_\_\_

Monthly Review \_\_\_\_\_ Date \_\_\_\_\_

Quarterly Review \_\_\_\_\_ Date \_\_\_\_\_

Annual Review \_\_\_\_\_ Date \_\_\_\_\_

12. The CP agrees to always be available, either personally or through a designee, and either directly or through electronic means, for consultation with the APN. The CP will arrange for peer coverage in his/her absence.

13. In emergency situations, medications shall be used in accordance with medically/psychiatrically accepted standard guidelines for each emergent situation.
14. The APN shall exercise privileges in accordance with evidence based practice, accepted protocols and standards of care in current medical and nursing literature, and these textbooks, protocols and guidelines shall be in accordance with DHS and DMHS guidelines and regulations, and shall be agreed upon by both the APN and the CP.
15. The APN and CP acknowledge that they have reviewed, understand and agree to sign this agreement. The APN agrees to accept and practice under joint protocols and will comply with all other tenets of the law or regulations required under N.J.S.A. 45:11-49 and N.J.A.C. 13:35-6.6 and 13:37-6.3.

This Agreement and Joint Protocol will be submitted to the Medical Director and Chief Nursing Officer of the hospital. The terms of the Agreement and Joint Protocol shall be in effect from \_\_\_\_\_ to \_\_\_\_\_. This Agreement and Joint Protocol shall thereafter be automatically renewed for periods of one year, unless either party wishes not to renew this Agreement and Joint Protocol for reasonable cause.

Advanced Practice Nurse Name and Address (please print)

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Physician Name and Address (please print)

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We understand the responsibilities and scope of practice issues implied by this joint protocol:  
Signed:

\_\_\_\_\_  
Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Advanced Practice Nurse

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date