

JOINT PROTOCOL AGREEMENT

This is a Joint Protocol Agreement entered into on the ___ day of _____, 2011, by and among _____ and _____, APN/anesthesia (“APN/anesthesia”), located at _____, New Jersey _____ and the current Chairman of the Department of Anesthesiology, _____, Collaborating Anesthesiologist (“Collaborating Anesthesiologist”). This Agreement is valid for _____ and/or any affiliated institutions at which patients of the _____ are treated.

The APN/anesthesia and Collaborating Anesthesiologist hereby acknowledge that they have reviewed, understand and agree to comply with the responsibilities of a Collaborating Anesthesiologist and an APN/anesthesia as set forth in the New Jersey Advanced Practice Nurse Act, N.J.S.A. 45:11-49, (the “Act”), the Joint Protocol regulations which have been promulgated by both the New Jersey Board of Nursing, N.J.A.C. 13:35-6.3 and by the Board of Medical Examiners, N.J.A.C. 13:35-6.6 (the “Regulations”).

1. Nature of practice/patient population/setting: Patients of the _____.
2. Prior to ordering, dispensing or prescribing a medication or anesthetic agent, a pre-anesthetic assessment and evaluation of the patient is to be performed.
3. At the _____, every patient encounter requires a complete, accurate and timely documentation in the patient’s record or on the patient’s anesthesia record of every medication or anesthetic agent ordered, dispensed or prescribed using the format utilized in the practice.
4. The APN/anesthesia may order, dispense or prescribe medications and anesthetic agents as appropriate for the patient within the scope of practice for APNs/anesthesia.
5. All medications or anesthetic agents may be prescribed.
6. Medications and anesthetic agents ordered, dispensed or prescribed by APN/anesthesia will be recorded in the patient’s record or anesthesia record noting the date, name of the drug, medication or anesthetic agent, frequency, duration and instructions for the use of any drugs, medications or anesthetic agents.
7. The APN/anesthesia will communicate with his Collaborating Anesthesiologist prior to ordering, dispensing or prescribing medications or anesthetic agents when, in the APN/anesthesia’s professional opinion, the patient’s condition requires the Collaborating Anesthesiologist’s consultation or intervention.
8. A joint review of twenty five patient records shall occur on at least an annual basis (include a brief statement of the procedures utilized at this site).

9. The Collaborating Anesthesiologist will be available via electronic means. The Collaborating Anesthesiologist will arrange for peer coverage in his or her absence from the practice by having another Collaborating Anesthesiologist available via electronic means.

10. Procedures for the use of medications or anesthetic agents in emergency situations will be based upon accepted standards of APN/anesthesia practice in accordance with rights and privileges granted through Registered Nurse licensure and certification as an APN/anesthesia.

11. Clinical references used by the APN/anesthesia and the Collaborating Anesthesiologist are guidelines as to ordering or prescriptive practice and include, but are not limited to the following: Scope and Standards for Nurse Anesthesia Practice. AANA, 2010 and Advancing Patient Safety and Excellence in Anesthesia. Nurse Anesthetists, May 2010.

12. In accordance with the Department of Health and Senior regulations, the Collaborating Anesthesiologist will be available to consult with the APN/anesthesia on-call or by electronic means. The Collaborating Anesthesiologist will arrange for peer coverage in his or her absence from the practice by having another Collaborating Anesthesiologist available to consult on-call or via electronic means.

13. In accordance with the Department of Health and Senior Services regulations, the Collaborating Anesthesiologist will be available on-call or via electronic means if the APN/anesthesia wants to consult with him or her about a patient's induction, emergence or critical change in status. The Collaborating Anesthesiologist will arrange for peer coverage in his or her absence from the practice by having another Collaborating Anesthesiologist available to consult on-call or via electronic means.

The terms of this Agreement shall run from _____ to _____.

To terminate this Agreement, either the Collaborating Anesthesiologist or the APN/anesthesia must put in writing his or her intent to terminate the Agreement and it will be done as long as it does not pose an imminent threat to patient safety.

Witness

, APN/Anesthesia

Witness

, MD, MBA,
Collaborating Anesthesiologist