

**STANDARDIZED COLLABORATIVE AGREEMENT FOR THE
ADVANCED PRACTICE REGISTERED NURSE'S PRESCRIPTIVE
AUTHORITY FOR CONTROLLED SUBSTANCES (CAPA-CS) FORM**

This Collaborative Prescribing Agreement for Controlled Substances ("CAPA-CS Agreement") is entered into this _____ day of the month of _____ in the year of _____, by and between _____ herein after the "APRN", and _____ herein after the "Physician".

WITNESSETH:

WHEREAS, the APRN and the Physician desire to enter into a CAPA-CS Prescribing Agreement pursuant to KRS 314.011 and KRS 314.042.

WHEREAS, this CAPA-CS Prescribing Agreement is entered into by and between the APRN and the Physician under their respective licenses for the sole purpose of defining the scope of prescriptive authority for scheduled drugs to be exercised by the APRN in compliance with all of the applicable sections of statute and regulations.

WHEREAS, the CAPA-CS Prescribing Agreement shall state any limits on controlled substances which may be prescribed by the APRN, as agreed to by the APRN and the Physician. The limits so imposed may be more stringent than either the schedule limits on controlled substances established in KRS 314.011(8) or the limits imposed in regulations promulgated by the Kentucky Board of Nursing thereunder.

WHEREAS, with the exception of agreed-upon limitations of prescribing controlled substances, this agreement shall not be construed as limiting, in any way or to any extent, the scope of practice authority provided to the APRN pursuant to KRS Chapter 314, and the administrative regulations promulgated pursuant thereto, 201 KAR 20:056 and 20:057.

WHEREAS, this agreement is not a substitute for the independent clinical judgment of the APRN based on the specific needs of the patient. The APRN shall remain responsible and accountable pursuant to the aforementioned Kentucky statutes and regulations.

NOW, THEREFORE, the parties agree as follows:

1. All of the foregoing are a part of this agreement and are not mere recitals.
2. The APRN shall be permitted to prescribe scheduled drugs II – V, appropriate within the APRN's scope of practice, and as classified in KRS 218A.060, 218A.070, 218A.080, 218A.090, 218A.100, 218A.110, 218A.120, and 218A.130, under the conditions set forth in KRS 314.011 and KRS 314.042 and all regulations promulgated by the Kentucky Board of Nursing. The relevant statutes and regulations shall be reviewed by the APRN and the Physician at the outset of the collaborative agreement.

3. Prior to prescribing controlled substances, the APRN shall obtain a Controlled Substance Registration Certificate through the U.S. Drug Enforcement Agency.
4. The CAPA-CS is not intended to serve as a substitute for the independent clinical judgment of the APRN based on the specific needs of the patient and this agreement does not place increased liability on the Physician for those decisions made by the APRN.
5. This agreement shall remain in effect unless terminated by either party with 30 days'-written notice to the other party.
6. The APRN shall notify the Kentucky Board of Nursing of the existence of the CAPA-CS and the name of the Physician and shall, upon request, furnish to the board or its staff a copy of the completed CAPA-CS and a record of collaboration meeting dates and any recommendations made.
7. A copy of the completed CAPA-CS shall be available at each site where the APRN is providing patient care.
8. Collaboration and communication between the APRN and the Physician regarding the prescribing of controlled substances by the APRN shall take place, preferably in person or via video conferencing, or by phone when in-person or videoconferencing is not available.
9. In the first year of the CAPA-CS, the Physician and the APRN shall meet at least quarterly preferably in person or via video conferencing, or by phone, when in-person or videoconferencing is not available, to review the APRN's reverse Prescription Drug Monitoring Program ("PDMP") system report. Any consultation related to specific prescriptions identified in the reverse PDMP report may include pertinent information from the patient's medical record to facilitate meaningful discussion regarding prescriptions identified in the reverse PDMP report and any subsequent prescribing recommendations. A record of the meeting date and any recommendations made shall be noted in writing and a copy retained by both parties to the agreement. The meeting records shall be subject to audit by the KY Board of Nursing for the APRN and by the KY Board of Medical Licensure for the Physician.
10. In the ensuing three (3) years of the CAPA-CS, the Physician and the APRN shall meet at least biannually preferably in person or via video conferencing, or by phone when in-person or videoconferencing is not available, to review the APRN's reverse PDMP report. Any consultation related to specific prescriptions identified in the reverse PDMP report may include pertinent information from the patient's medical record to facilitate meaningful discussion regarding prescriptions identified in the reverse PDMP report and any subsequent prescribing recommendations. A record of the meeting date, and any recommendations made, shall be noted in writing and a copy retained by both parties to the agreement. The meeting records shall be subject to audit by the

KY Board of Nursing for the APRN and by the KY Board of Medical Licensure for the Physician.

Date Agreement Signed: _____

Date Agreement Signed: _____

APRN name

Physician name

APRN signature

Physician signature

APRN license #

Physician license #

APRN DEA Certificate #

Physician DEA Certificate #

APRN specialty

Physician specialty

APRN practice street address

Physician practice street address

City, state, zip

City, state, zip

Phone

Phone

Email

Email