



South Dakota Board of Nursing

4305 S. Louise Avenue Suite 201
Sioux Falls, SD 57106-3115
(605) 362-2760 ♦ Fax: 362-2768 ♦ www.nursing.sd.gov

Certified Nurse Practitioner Collaborative Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter referred to as physician, and _____, hereinafter referred to as Certified Nurse Practitioner (CNP),

WITNESSETH:

Whereas, the Parties have developed a plan provided for under SDCL Chapter [36-9A](#) whereby certain professional services may be performed by a qualified, licensed CNP in compliance with educational and training requirements, pursuant to SDCL [36-9A](#) as administered by the South Dakota Board of Nursing and the South Dakota Board of Medical and Osteopathic Examiners, hereinafter referred to as Boards,

Whereas, performance of the overlapping scope of advanced practice nursing and medical functions requires licensure as a CNP and furthermore that such services shall be performed in collaboration with a physician, as defined in SDCL [36-9A-17](#),

Whereas, the Boards recognize the following nationally recognized documents to describe entry-level competencies for the practice of the CNP,

- National Organization of Nurse Practitioners Faculties, March 2006. *Domains and Core Competencies of Nurse Practitioner Practice*. Washington, D.C.: National Organization of Nurse Practitioners Faculties. nonpf.com.
- *Nurse Practitioner Primary Care Competencies in Specialty Areas: Adult, Family, Gerontological, Pediatric, and Women's Health*. US Dept. of Health and Human Services, Health Resources and Services Administration, Bureau of Health Professions, Division of Nursing. April 2002. nonpf.com.
- National Panel for Acute Care Nurse Practitioner Competencies, (2004). *Acute care nurse practitioner competencies*. Washington, D.C.: National Organization of Nurse Practitioners Faculties. nonpf.com.
- National Panel for Psychiatric Mental Health NP Competencies, (2003). *Psychiatric-mental health nurse practitioner competencies*. Washington, D.C.: National Organization of Nurse Practitioners Faculties. nonpf.com.
- American Nurses Association and National Association of Neonatal Nurses (2004). *Neonatal Nursing: Scope and Standard of Practice*. Washington, D.C.: Nursebooks.org,

And Whereas, CNP holds certification and is licensed as a CNP to practice in following specialty area/s to manage health care for:

- Acute Care*: adult and pediatric (based on education preparation) with emphasis on acutely and critically ill patients.
- Adult*: adolescents, young, middle, and older adults with emphasis on disease prevention, health promotion, and management of patients with acute and chronic multi-system health problems.
- Family*: infants, children, adolescents, adults, pregnant and postpartum women, and older adults.
- Gerontology*: young-old, old, frail, and old-old adults.
- Neonatal*: infants with emphasis on acutely and critically ill patients.
- Pediatrics*: infants, children, adolescents, and young adults with emphasis on primary health care and management of acute illnesses, chronic diseases, and disabilities.
- Psych-Mental Health*: children, adolescents, adults, and families (based on education preparation) with emphasis on psychiatric-mental health care.
- Women's Health*: women across the life cycle with emphasis on conditions unique to women from menarche through the remainder of their life cycle.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

- A. The CNP may perform such services as are allowed by SDCL [36-9A-12](#) and other tasks authorized by the Boards and not expressly excluded by SDCL Chapter [36-9A](#) for which educational and clinic competency has been demonstrated in a manner satisfactory to said Boards, pursuant to SDCL [36-9A-15](#) and [36-9A-12](#).
1. The initial medical diagnosis and the institution of a plan of therapy or referral;
 2. The prescription of medications and provision of drug samples or a limited supply of labeled medications, including controlled drugs or substances listed on Schedule II in chapter 34-20B for one period of not more than thirty days, for treatment of causative factors and symptoms. Medications or sample drugs provided to patients shall be accompanied with written administration instructions and appropriate documentation shall be entered in the patient's medical record;
 3. The writing of a chemical or physical restraint order when the patient may do personal harm or harm others;
 4. The completion and signing of official documents such as death certificates, birth certificates, and similar documents required by law; and
 5. The performance of a physical examination for participation in athletics and the certification that the patient is healthy and able to participate in athletics.

Pursuant to SDCL [36-9A-17.1](#), parties may request modifications to the collaborative agreement for approval by the Boards prior to performing. The Boards base approval upon a finding of adequate collaboration, training, and proficiency.

Modification Requested: (*attach additional documentation if needed*) _____

B. It is further understood and agreed by and between the parties:

1. Definition of Collaboration: Pursuant to SDCL [36-9A-1\(7\)](#), the act of communicating pertinent information or consulting with physician(s) licensed pursuant to Chapter [36-4](#), with each provider contributing their respective expertise to optimize the overall care delivered to the patient.
2. The term *direct personal contact*, pursuant to ARSD [20:62:03:04](#), means that both the collaborating physician and the CNP are physically present on site and available for the purposes of collaboration.
3. Collaboration by *direct personal contact* between the CNP and the Physician must occur no less than twice each month unless a request is approved by the Joint Boards that one of the twice monthly meetings be held by telecommunication (ARSD [20:62:03:03](#)).

The CNP and physician request that one of the twice monthly meetings be held by telecommunication.

4. Pursuant to ARSD 20:62:03:05, in addition to the required two meetings per month, the collaborating physician must be physically present on-site every ninety days at each practice location. This requirement does not apply to locations where health care services are not routine to the setting, such as patient homes and school health screening events.
5. When the collaborating physician is not in direct personal contact with the CNP, the physician must be available by telecommunication (ARSD [20:62:03:04](#)).
6. Nothing in this agreement shall be construed to limit the responsibility of either party to the other in the fulfillment of this agreement.
7. In the event the Boards put a restriction upon the services that may be performed by the CNP, the Physician hereby waives any objection to the CNP's failure to perform those tasks not permitted by said Boards.
8. Pursuant to SDCL [36-9A-17.2](#), the Boards will not approve any collaborative agreement that includes abortion as a permitted procedure.

C. The CNP will work:

Full-time: 100% FTE status Part-time: _____ % FTE status

Pursuant to SDCL [36-9A-17.1](#) a physician may establish a collaborative relationship with up to four full-time equivalents (FTE).

D. The CNP will practice at the following location(s) in South Dakota: (Attach additional page as needed)

- Facility Name: _____
Address _____ Zip _____
Phone _____ Fax _____
- Facility Name: _____
Address _____ Zip _____
Phone _____ Fax _____
- Facility Name: _____
Address _____ Zip _____
Phone _____ Fax _____

E. The collaborative agreement shall not take effect until it has been completely executed between the Physician and the CNP outlining those activities which the CNP shall perform, shall be filed in the office of the State Board of Nursing and approved by the Joint Boards.

The agreement shall remain in effect as long as the terms defined herein describe the CNP's current practice unless terminated in writing by either party. Upon termination of this agreement, the CNP may not perform the services defined in SDCL [36-9A-12](#) unless a new or existing collaborative agreement is on file with the Boards. If such termination occurs, the CNP shall report the same to the Boards within ten (10) days of such termination.

It is further understood and agreed by and between the parties that any changes in the practice act subsequent to the date of this collaborative agreement will take precedence and modify the affected provision(s) of this agreement.

THE PARTIES HERETO ENTER IN THIS AGREEMENT ON THE DATE AND YEAR FIRST WRITTEN ABOVE:

I, the undersigned, declare and affirm under the penalties of perjury that this Collaborative Agreement has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

I am aware that should I furnish any false information in this Collaborative Agreement, such an act may constitute cause for denial of approval and discipline of my license to practice in South Dakota.

Primary Collaborating Physician:

| | | | |
|-----------------------|--------------------|--------------------|---------------|
| _____ Printed Name | _____ Signature | _____ License # | _____ Date |
|-----------------------|--------------------|--------------------|---------------|

CNP:

| | | | |
|-----------------------|--------------------|--------------------|---------------|
| _____ Printed Name | _____ Signature | _____ License # | _____ Date |
|-----------------------|--------------------|--------------------|---------------|

Secondary Collaborating Physician(s): (Attach additional page(s) as needed)
If the primary collaborating physician is unavailable, or unable to meet the standard of collaboration with the CNP; the physician or physicians identified in this agreement as secondary physicians, have agreed to provide the required collaboration (SDCL [36-9A-17](#) ; ARSD [20:62:03:06](#)).

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| _____ Print or Type Name | _____ Signature | _____ License # | _____ Date |
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Mail original agreement with signatures to the South Dakota Board of Nursing:
4305 S. Louise Avenue, Suite 201; Sioux Falls, South Dakota 57106-3115.

To expedite approval process you may fax (605) 362-2768, or email (Linda.Young@state.sd.us) a copy of the document to the South Dakota Board of Nursing Office; *the original must be mailed to the Board of Nursing.*

The CNP will receive written notice of approval status at their last known home address. Others may request notice of approval status by email; send request to Linda.Young@state.sd.us.

Retain a copy of agreement for your records.
Must receive Joint Board approval prior to practice

(12/09)