



# South Dakota Board of Nursing

4305 S. Louise Avenue Suite 201

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### \*Agreement must be approved prior to practice\*

Submit completed agreement to the South Dakota Board of Nursing by email (PDF) to: [Erin.Matthies@state.sd.us](mailto:Erin.Matthies@state.sd.us), or send original document by mail to South Dakota Board of Nursing; 4305 S. Louise Avenue, Suite 201; Sioux Falls, South Dakota 57106-3115.

Once the approval process is completed:

- Email notice will be sent to the APRN and primary physician within 5 – 7 business days.
- Other interested parties/employers may access the approval notice posted on the Board of Nursing's Online Verification website under the APRN's name: <https://www.sdbon.org/verify/>.

## Advance Practice Registered Nurse Certified Nurse Practitioner Collaborative Agreement

Between \_\_\_\_\_, hereinafter referred to as **Nurse Practitioner**, and  
\_\_\_\_\_, hereinafter referred to as **physician**.

**Whereas**, a Certified Nurse Practitioner (CNP) license is required to practice in the role of a Nurse Practitioner (NP) in South Dakota (SD) as provided for under SDCL Chapter [36-9A](#), as administered by the SD Board of Nursing and the SD Board of Medical and Osteopathic Examiners, hereinafter referred to as Boards. **Whereas**, the overlapping scope of advanced practice nursing and medical functions listed in SDCL 36-9A-12 may be performed by the licensed NP in collaboration with a licensed physician as defined in SDCL 36-9A-17 and ARSD 20:62:03.

**Whereas**, the Boards recognize nationally acknowledged competencies to describe standards of practice for the NP role within six population-focused areas: **adult-gero primary care, adult-gero acute care, family across the lifespan, neonatal, pediatric acute care, pediatric primary care, psychiatric-mental health across the lifespan, or women's health / gender specific**; and **whereas**, the NP holds national certification and is licensed in at least one population-focused area to manage health care for patients in that focus area(s). (Competency documents available on National Organization of Nurse Practitioner Faculties website: <http://www.nonpf.org/>)

### Now, therefore, it is agreed between the physician and the NP:

- A. The NP 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.

- B. The NP may request to perform additional tasks based upon a finding of adequate collaboration, training, and proficiency, pursuant to SDCL 36-9A-17.1.

Request additional task. (Describe and attach additional documentation) \_\_\_\_\_

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

1. **Collaboration by *direct personal contact* will occur** (ARSD [20:62:03:03](#)).

*Collaboration means communicating pertinent information or consulting with a physician, licensed pursuant to Chapter [36-4](#), with each provider contributing their respective expertise to optimize the overall care delivered to the patient. (SDCL [36-9A-1\(7\)](#)*

*Direct personal contact means that both the collaborating physician and the nurse practitioner are physically present or available by means of electronic communication for the purposes of collaboration. (ARSD [20:62:03:04](#))*

2. Nothing in this agreement shall be construed to limit the responsibility of either party to the other in the fulfillment of this agreement.
3. In the event the Boards put a restriction upon the services performed by the NP, the Physician hereby waives any objection to the NP's failure to perform tasks not permitted by said Boards.
4. The Boards will not approve any agreement that includes abortion as a permitted procedure (SDCL [36-9A-17.2](#))

D. A physician may establish a collaborative relationship with up to four full-time equivalents (FTE), (SDCL <a href="#">36-9A-17.1</a> ). <b>Indicate the FTE status requested:</b>
_____ <b>Full-time: 100%</b> FTE status <b>or</b> _____ <b>% Part-time:</b> FTE status (e.g.: 10%, 20%, 30%, etc.)

E. **This agreement shall not take effect until it has been filed in the office of the State Board of Nursing and approved by the Boards and shall remain in effect until the agreement is terminated in writing by the physician or nurse practitioner.**

**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.

F. The parties hereto enter in this agreement:

Start Date: _____ \ / _____.	End Date (if applicable): _____ \ / _____.
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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, such an act may constitute cause for denial of approval and discipline of my license to practice in South Dakota.

**Please Print**

CNP Name:	DATE: _____ \ / _____.
Email Address:	License #:
<b>Signature:</b>	

Primary Collaborating Physician Name:	DATE: _____ \ / _____.
Email Address:	License #:
<b>Signature:</b>	

