



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

Agreement must be approved prior to practice. Submit completed agreement to the Board of Nursing by email (PDF) to: Erin.Matthies@state.sd.us, or mail original document to SD Board of Nursing office.

Once the approval process is completed:

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

After the New CNM has practiced at least 1,040 hours of licensed CNM practice, the CNM may submit the Practice Verification Form to request this agreement be retired.

Advance Practice Registered Nurse Certified Nurse Midwife Collaborative Agreement

Between _____, hereinafter referred to as **New CNM**, and
_____, hereinafter referred to as **physician/CNM**.

Whereas, a Certified Nurse Midwife (CNM) license is required to practice in the role of a Nurse Midwife (CNM) in South Dakota (SD) as provided for under SDCL Chapter [36-9A](#), as administered by the SD Board of Nursing. **Whereas**, the scope of practice listed in SDCL 36-9A-13 may be performed by a CNM in collaboration with a licensed physician or CNM as defined in SDCL 36-9A-4 when licensed without the minimum 1,040 hours of licensed practice as a CNM.

Now, therefore, it is agreed between the Physician/CNM and the New CNM:

The New CNM Licensee may perform such services as are allowed by SDCL [36-9A-13](#) and not expressly excluded by SDCL Chapter [36-9A](#) for which educational and clinic competency has been demonstrated in a manner satisfactory to said Board.

36-9A-13. In addition to the registered nurse scope of practice, as defined in § 36-9-3, and within the certified nurse midwife role and population focus, a certified nurse midwife may perform the following advanced practice registered nursing scope:

- (1) Conduct an advanced assessment;
- (2) Order and interpret diagnostic procedures;
- (3) Manage the provision of women's health care throughout the lifespan, from adolescence through post menopause, including:
 - (a) Establishing primary and differential diagnoses;
 - (b) Managing prenatal care;
 - (c) Managing intrapartum care; and
 - (d) Managing postpartum care of the mother-baby unit;
- (4) Manage sexually transmitted infections in males;
- (5) Prescribe, order, administer, and furnish therapeutic measures as follows:
 - (a) Diagnose, prescribe, and institute therapy or referrals of patients to health care agencies, health care providers, and community resources;
 - (b) Prescribe, procure, administer, and furnish pharmacological agents, including over the counter, legend, and controlled drugs or substances listed on Schedule II in chapter [34-20B](#); and
 - (c) Plan and initiate a therapeutic regimen that includes ordering and prescribing nonpharmacological interventions, including durable medical equipment, medical devices, nutrition, blood and blood products, and diagnostic and supportive services including home health care, physical and occupational therapy;
- (6) Complete and sign official documents such as death certificates, birth certificates, and similar documents required by law; and
- (7) Delegate and assign therapeutic measures to assistive personnel.

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

- A. Collaboration will occur pursuant to SDCL 36-9A-1 (6). The New CNM and the physician/CNM will communicate pertinent information and consult together on patient care, with each party contributing their expertise to optimize the overall care delivered to the patient.
- B. Nothing in this agreement shall be construed to limit the responsibility of either party to the other in the fulfillment of this agreement.



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- C. This agreement shall not take effect until it has been filed in the office of the SD Board of Nursing and approved by the Board and shall remain in effect until the agreement is terminated in writing by the physician/CNM or New CNM.
- D. The agreement shall remain in effect as long as the terms defined herein describe the New CNM's current practice unless terminated in writing by either party. Upon termination of this agreement, the New CNM may not perform the services defined in SDCL [36-9A-13](#) unless a new collaborative agreement is on file with the Boards or the New CNM has met 1,040 hours of licensed CNM practice.
- E. 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:

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

New CNM Licensee Name:		Date:	
Email Address:		License #:	
Signature:			

Collaborating Physician / CNM Name:		Date:	
Email Address:		License #:	
Signature:			



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Advance Practice Registered Nurse Nurse Midwife Supervisory Agreement for Temporary Permit to Practice

Whereas, a Certified Nurse Midwife (CNM) license or temporary permit is required to practice in the role of a CNM in South Dakota (SD) as provided for under SDCL Chapter [36-9A](#), as administered by the SD Board of Nursing, hereinafter referred to as Board. **And Whereas**, the scope of practice listed in SDCL 36-9A-13 may be performed by the CNM applicant, herein referred to as CNM-App, under the supervision of a licensed physician or CNM as defined in SDCL 36-9A, while holding a temporary CNM permit.

Now, therefore, it is agreed between the Physician/CNM and the CNM-App:

The CNM-App may perform such services as are allowed by SDCL [36-9A-13](#) and not expressly excluded by SDCL Chapter [36-9A](#) for which educational and clinical competency has been demonstrated in a manner satisfactory to said Board.

36-9A-13. In addition to the registered nurse scope of practice, as defined in § 36-9-3, and within the certified nurse midwife role and population focus, a certified nurse midwife may perform the following advanced practice registered nursing scope:

- (1) Conduct an advanced assessment;
- (2) Order and interpret diagnostic procedures;
- (3) Manage the provision of women's health care throughout the lifespan, from adolescence through post menopause, including:
 - (a) Establishing primary and differential diagnoses;
 - (b) Managing prenatal care;
 - (c) Managing intrapartum care; and
 - (d) Managing postpartum care of the mother-baby unit;
- (4) Manage sexually transmitted infections in males;
- (5) Prescribe, order, administer, and furnish therapeutic measures as follows:

(a) Diagnose, prescribe, and institute therapy or referrals of patients to health care agencies, health care providers, and community resources;

(b) Prescribe, procure, administer, and furnish pharmacological agents, including over the counter, legend, and controlled drugs or substances listed on Schedule II in chapter [34-20B](#); and

(c) Plan and initiate a therapeutic regimen that includes ordering and prescribing nonpharmacological interventions, including durable medical equipment, medical devices, nutrition, blood and blood products, and diagnostic and supportive services including home health care, physical and occupational therapy;

- (6) Complete and sign official documents such as death certificates, birth certificates, and similar documents required by law; and
- (7) Delegate and assign therapeutic measures to assistive personnel.

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

1. The CNM-App and Physician/CNM shall be subject to **thirty days of on-site, direct supervision** by the Physician/CNM. Thereafter the direct supervision shall include two, one-half business days per week of on-site supervision by a supervising physician/CNM.
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 Board puts a restriction upon the services that may be performed by the CNM-App, as a condition precedent to licensure, the Physician/CNM hereby waives any objection to the CNM-App's failure to perform tasks not permitted by said Board.
4. This agreement shall not take effect until it has been filed in the SD Board of Nursing office and approved by the Board and shall remain in effect until the temporary permit becomes invalid or unless terminated in writing by the physician/CNM or CNM-App.

Name of Practice Setting:	Address:	Phone Number:
1.		
2.		



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The parties hereto enter in this agreement on: _____ / _____ / _____

Please Print

I, the undersigned, declare and affirm under the penalties of perjury that this Supervisory 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 SD.

CNM-App Name:		Date:
Email Address:		License #:
Signature:		

Supervising Physician / CNM Name:		Date:
Email Address:		License #:
Signature:		