

CHECKLIST and SAMPLE AGREEMENTS

What is a Physician Assistant Delegation Agreement?

It is an agreement that constitutes a working relationship between a physician assistant and a supervising physician. Note: A supervising physician assumes legal liability for the services provided by the physician assistant under their supervision.

1. ___ A Delegation Agreement shall be signed by the PA and each Supervising Physician, filed in the practice's office, and be available for inspection by the Arizona Regulatory Board of Physician Assistants. The delegation agreement must include:
 - a. ___ A statement that the physician will exercise supervision over the PA and retain professional and legal responsibility for the care rendered by the PA;
 - b. ___ Signatures of the Supervising Physician and the PA;
 - c. ___ An annual update;

2. ___ Each PA must have a Prescribing Authority Form on file with the ARBoPA in order to prescribe. This is separate from the delegation agreement filed in the practice's office. There will be no fee for filing this form. A PA can check his/her the profile at www.azpa.gov to verify that prescribing authority is on file before prescribing. (See A.R.S. 32-2532)

3. ___ The physician may only engage in supervising four PA's at one time, regardless of where they are geographically located. A physician can enter into a delegation agreement with >4 PA's but only supervise four at one time.

Link to A.R.S. 32-2501 Definitions

<http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/32/02501.htm&Title=32&DocType=ARS>

A.R.S. 32-2531 PA Scope of Practice; health care tasks

<http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/32/02531.htm&Title=32&DocType=ARS>

A.R.S. 32-2533 Supervising Physician responsibilities

<http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/32/02533.htm&Title=32&DocType=ARS>

DISCLAIMER:

The following SAMPLES are TEMPLATES ONLY. This checklist or the attached SAMPLES should not be construed as legal advice. It may be important to consult your attorney.

PHYSICIAN ASSISTANT SUPERVISION AGREEMENT

This Agreement is made and executed effective _____, by and between XXXXXXXXXXXXXXXX, an Arizona professional corporation (hereinafter referred to as "Supervisor") and XXXXXXXXXXXXX, PA-C (hereinafter referred to as "PA").

RECITALS

- A. XXXX is engaged in the practice of medicine, in the field of XXXXXXXX, XXXXXXX, AND XXXXX; and
- B. PA is employed by XXXX under a separate Employment Agreement; and
- C. XXXX and PA are mutually obligated by the rules and regulations set forth in the Arizona Physician Assistant Practice Act and as adopted by the Arizona Regulatory Board of Physician Assistants (hereinafter referred to as "ARBOPA") to enter into an agreement for the supervision of PA; and
- D. This supervision must be carried out by an XXXX Physician holding an unrestricted Arizona medical license.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. **SUPERVISION**. The Supervising Physician, as an agent of XXXX, will exercise supervision over the PA, and shall retain the professional and legal responsibility for health care tasks rendered by the PA to XXXX patients at XXXX offices or other locations approved by XXXX.
2. **EVALUATION**. The Supervising Physician shall provide a written evaluation of the PA's performance to the PA no less than once per year. This evaluation shall address issues of the PAs clinical and professional competency.
3. **SCOPE OF PRACTICE**. The Supervising Physician must ensure that the PA's scope of practice is identified, that delegation of medical tasks is appropriate to the PA's level of competence, and the relationship of, and access to, the supervising physician is defined.
4. **THE PA – SUPERVISING PHYSICIAN RELATIONSHIP**. The PA has a direct reporting relationship to the Supervising Physician for clinical and professional issues related to the quality of care. The Supervising Physician shall be available to the PA at all times for clinical questions and the resolution of quality of care issues. Supervision must be continuous, but does not require the personal presence of the supervising physician at the place where health care tasks are performed so long as the PA and the supervising physician can be in contact by telecommunication. In cases where the Supervising Physician is not immediately available, a back-up Supervising Physician, shall be available to the PA for the resolution of clinical or quality of care issues.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date first set forth above and must be renewed on an annual basis.

“XXXX”

XXXXXXXXXXXXXXXXXXXX, an Arizona professional corporation.

“SUPERVISING PHYSICIAN”

XXXXXX, M.D./D.O.

“PA”

XXXXXX, PA-C

PHYSICIAN ASSISTANT SUPERVISION AGREEMENT: Emergency Medicine

This Agreement is made and executed effective _____, by and between _____ and _____.

RECITALS

- A. _____ is engaged in the practice of medicine, in the specialized fields of Emergency Medicine
- B. PA is employed by _____ under a separate Employment Agreement; and
- C. _____ and PA are mutually obligated by the rules and regulations set forth in the Arizona Physician Assistant Practice Act and as adopted by the Arizona Regulatory Board of Physician Assistants (hereinafter referred to as "ARBOPA") to enter into an agreement for the supervision of PA; and
- D. This supervision must be carried out by a Physician holding an unrestricted Arizona medical license.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. **SUPERVISION**. The Supervising Physician will exercise supervision over the PA, and shall retain the professional and legal responsibility for health care tasks rendered by the PA to patients at _____ and _____.

2. **EVALUATION**. The Supervising Physician shall provide a verbal evaluation of the PA's performance to the PA no less than once per year. This evaluation shall address issues of the PAs clinical and professional competency. In addition, the PA will maintain his/her required state and national continuing medical education (CME) and certification by the National Commission on Certification of Physician Assistants (NCCPA).

3. **SCOPE OF PRACTICE**. The Supervising Physician must ensure that the PA's scope of practice is identified, that delegation of medical tasks is appropriate to the PA's level of competence, and the relationship of, and access to, the supervising physician is defined.

4. **THE PA – SUPERVISING PHYSICIAN RELATIONSHIP**. The PA has a direct reporting relationship to the Supervising Physician for clinical and professional issues related to the quality of care. The Supervising Physician shall be available to the PA at all times for clinical questions and the resolution of quality of care issues. Supervision must be continuous, but does not require the personal presence of the supervising physician at the place where health care tasks are performed so long as the PA and the supervising physician can be in contact by telecommunication. In cases where the Supervising Physician is not immediately available, a back-up Supervising Physician, shall be available to the PA for the resolution of clinical or quality of care issues.

IN WHITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date first set forth above and must be renewed on an annual basis.

Dr. _____

Dr. _____ (Optional)

Dr. _____ (Optional)

_____ PA-C

_____ PA-C (Optional)

_____ PA-C (Optional)

PHYSICIAN ASSISTANT SUPERVISION AGREEMENT: Group Practice

THIS AGREEMENT is made this ___day of , 20__ , by and between one or more physicians who practice medicine in the State Arizona, including _____, who will act as Primary Supervising Physician and _____, PA-C, of_____.

The physician assistant will practice in the following locations:

1. (NAME OF FACILITY WHERE PHYSICIAN ASSISTANT WILL PRACTICE)
(ADDRESS) (CITY) (STATE) (ZIP)
(TELEPHONE)

2. (NAME OF FACILITY WHERE PHYSICIAN ASSISTANT WILL PRACTICE)
(ADDRESS) (CITY) (STATE) (ZIP)
(TELEPHONE)

3.(NAME OF FACILITY WHERE PHYSICIAN ASSISTANT WILL PRACTICE)
(ADDRESS) (CITY) (STATE) (ZIP)
(TELEPHONE)

WHEREAS, the physician assistant is duly qualified under the applicable rules and regulations of the Arizona Regulatory Board of Physician Assistants, it is hereby agreed that:

1. The physicians who sign this agreement will supervise the physician assistant in accordance with the rules and regulations of the Arizona Regulatory Board of Physician Assistants. The physician assistant agrees to faithfully and to the best of his/her knowledge and skill, to assist the physician(s) in the practice of medicine. By this contract it is contemplated that the physician(s) will assign certain duties to be performed by the physician assistant. The physician assistant will perform only those duties and responsibilities that are delegated by the physician(s). The physician(s) will not delegate to the physician assistant any duty or responsibility for which the physician assistant has not been adequately trained. The physician assistant is the agent of the physician(s) in the performance of all practice-related activities. The physician assistant will provide patient care only in those areas of medical practice where the physician(s) provides patient care. This agreement will be reviewed on an annual basis by all parties.

2. During the term of this agreement, the physician assistant shall comply with all proper directions and orders of the physician(s) and shall comply with all rules and regulations of the Arizona Regulatory Board of Physician Assistants governing physician assistants.

3. The supervising physician('s) responsibility is to oversee the activities of, and accept the responsibility for, the medical services rendered by a physician assistant. Supervision shall be continuous but shall not be construed as necessarily requiring the physical presence of the supervising physician at the time and place that the services are rendered. It is the responsibility of the supervising physician to direct and review the work, records, and practice of the physician assistant on a continuous basis to ensure that appropriate and safe treatment is rendered. The supervising physician must be available continuously for contact personally or by telephone or other electronic means. It is the obligation of each team of physicians and physician assistants to ensure that the physician assistant's scope of practice is identified; that delegation of medical tasks is appropriate to the physician assistant's level of competence; that the relationship of, and access to, the supervising physician is defined; and that a process for evaluation of the physicians assistant's

performance is established.

4. The physician(s) agrees to designate a substitute supervising physician in the manner to act under this agreement during any absence or temporary disability of that supervisory physician.

This contract may be terminated by either party by giving thirty(30) days notice of that fact in writing to the other.

It is expressly understood that this contract is subject to review by the Arizona Regulatory Board of Physician Assistants Any subsequent

Signature of Supervising Physician

Signature of Physician Assistant

Signature of Supervising Physician

Signature of Physician Assistant

Signature of Supervising Physician

Signature of Physician Assistant