

## DELEGATION AGREEMENT

This practice will take place at \_\_\_\_\_.

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**(Name of Facility, Business Address and Telephone Number of Supervising Physician and Physician Assistant)**

This agreement sets forth the terms of the Delegation Agreement between \_\_\_\_\_  
(Physician      Assistant)      and      \_\_\_\_\_      (Physician)      at  
\_\_\_\_\_.

This agreement shall take effect as of \_\_\_\_\_.

### **Introduction:**

\_\_\_\_\_ (Physician Assistant) meets the qualifications and practice requirements as stated in the Arkansas State Medical Board licensure requirements, holds an active Arkansas state license and is currently licensed as a Physician Assistant in good standing, holds a certificate as a certified Physician Assistant pursuant to the Arkansas State Medical Board licensure and herein meets the requirement of maintaining a delegative practice agreement with \_\_\_\_\_ (Physician), an actively licensed physician in good standing under the laws of Arkansas State Medical Practices Act.

### **Scope of Practice:**

The practice of a Physician Assistant may include the diagnosis of illness and physical conditions and the performance for therapeutic and corrective measures including prescribing medications for patients whose conditions fall within the authorized scope of the practice. This privilege includes the prescribing of all controlled substances under a DEA number for which Practitioner is duly licensed to prescribe. All patients who receive a Schedule II prescription will have their chart reviewed by the supervising and/or back-up supervising physician. The Physician Assistant may also diagnose and treat human responses to actual or potential health problems through such services as case finding, health counseling, health teaching, and provision of care supportive to restorative of life and well-being. Also, the Physician Assistant may perform simple procedures which are within the practitioner's scope of practice.

### **Practice Delegation Agreement:**

The delegation agreement used in this practice will be located in the practice office for reference.

**Physician Consultation:**

The parties shall be available to each other for consultation either on site or by electronic access including but not limited to telephone, facsimile, and email. In the event that there is an unforeseen lack of coverage, patient will be referred to the appropriate emergency room.

**Provision for Absence of Supervising Physician:**

In the unexpected event that the supervising physician of record must be absent due to extended illness or leave of absence, the PA shall be notified and an interim acting backup supervising physician shall be determined. It will then be the responsibility of the PA to notify the Arkansas State Medical Board of the change in practice.

**Record Review:**

A representative sample of patient records, 10% of charts per month, shall be reviewed by the supervising physician every month to evaluate that \_\_\_\_\_ (Physician Assistant)'s practice is congruent with the above identified practice delegative agreement. Summarized results of this review will be signed by both parties and shall be maintained at the practice site.

**Alteration of Agreement:**

The delegative practice agreement shall be reviewed at least annually and may be amended in writing in a document signed by both parties and attached to the original delegative practice agreement.

**Practice Agreement:**

The clinical PA will work in agreement with \_\_\_\_\_ (Physician) and the delegative agreement will be enforced through following the practice guidelines. It is the intent of this delegative agreement to ensure complete compliance with all Arkansas Medical Practices Act and Regulations.

**Basic Practice Standards:**

Basic practice standards include assessment, examination, diagnoses, treatment, referral and consultation as appropriate within the PA's scope of practice.

### **Methods of Delegation:**

The physician delegation with the PA will be attained through a variety of means:

- Regular communication in person, when possible, or via telephone if necessary.
- Monthly chart audits, to include a review of 10% of charts of a representative sample of the PA's patient population for the given month. In order to prevent the diversion of controlled substances, the PA will provide the physician with any Prescription Drug Monitoring Program report on any patient the physician requests at time of audit.
- Quarterly meetings with the PA, including documentation of meeting and topics discussed. Delegation agreement will be updated once per year with any updates regarding current delegation agreement.

The supervising physician will be contacted as needed for all conditions which exceed the PA's scope of practice or exceeds the agreed limitations outlined in the delegative agreement.

To ensure the continuity of the delegative process, \_\_\_\_\_ (Physician(s)) will serve as a back-up supervising physician in the event the primary supervising physician is unavailable.

### **Liability Malpractice Coverage:**

A supervising physician will notify the Arkansas State Medical Board within 10 days after notification of a claim or filing of a lawsuit for medical malpractice against a Physician Assistant, whom he supervises in accordance with Rule 24 (9).

### **Ordering, Performing and Interpreting Laboratory Tests:**

The PA may order and interpret any test(s) necessary to the medical evaluation of the patient. Examples of laboratory and diagnostic tests that the PA may order, perform or interpret include but are not limited to:

- Complete blood count
- Serum chemistry
- Thyroid function tests
- X-rays, EKG's (final interpretation by physician)
- Urine drug screening
- Other preventative/diagnostic tests

### **Prescribing:**

The PA may order controlled substances covered by the PA's Controlled Substance Registration with the U.S. Drug Enforcement Agency (DEA). The supervising physician shall be identified on

all prescriptions and orders of the patient in the patient chart if issued by the PA. The PA shall only prescribe in accordance with guidelines set forth in Regulation 24.

The PA may prescribe medications as necessary and appropriate for the practice and in accordance with state and federal law.

The PA will not prescribe the following non-controlled medications:

- Chemotherapeutic agents
- Immunosuppressive agents (with the exception of steroids)
- Thrombolytic agents (Does not include anti-thrombolytic medication such as Heparin, Lovenox, Coumadin, etc.)

**Telemedicine:**

Any telehealth provided shall be conducted within the parameters of the Laws and Regulations governing telemedicine in Arkansas as defined in the Arkansas Medical Practices Act and Regulations. The PA will not perform telehealth in excess of the authority provided to the Supervising or Back-up Supervising Physician.

By signing this document, the PA and supervising physician stated above do hereby acknowledge their complete understanding of the Arkansas State Medical Practice Act regarding delegative practice of the Arkansas State Medical Board and are fully aware of all responsibilities stated therein. It is further understood that a corresponding responsibility rests with the supervising physician to ensure safe and responsible practice by the PA.

PA Printed Name: \_\_\_\_\_

PA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Physician Printed Name: \_\_\_\_\_

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Back-up Supervising Physician Printed Name: \_\_\_\_\_

Back-up Supervising Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_