#### NOTIFICATION TO NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE OF SUPERVISION OF PHYSICIAN ASSISTANT

COMES NOW \_\_\_\_\_\_\_ being first duly sworn who deposes and says that: I, the undersigned physician, am duly licensed to practice medicine in the state of Nevada by the Nevada State Board of Osteopathic Medicine, possess an active license to practice medicine in the state of Nevada, license number \_\_\_\_\_\_, am in good standing with the Nevada State Board of Osteopathic Medicine. I am engaged in the practice of medicine in the state of Nevada, am current on all my required CME and am not aware of any disciplinary action, formal or informal, pending against me by the Nevada State Board of Osteopathic Medicine or any other jurisdiction's medical licensing entity. I have checked with the Nevada State Board of Osteopathic Medicine and determined that the physician assistant I am going to supervise has not \_\_ or has \_\_ (mark one) been formally disciplined by the Nevada State Board of Osteopathic Medicine.

I have read and am aware of the provisions of Chapter 633 of the Nevada Revised Statutes concerning the duties of a supervising physician, as well as Chapter 633 of the Nevada Administrative Code which are the regulations adopted by the Nevada State Board of Osteopathic Medicine concerning a physician's relationship with a physician assistant and/or advanced practitioner of nursing. I have read and am aware of the regulation of the Nevada State Board of Osteopathic Medicine under Chapter 633 of the Nevada Administrative Code that precludes a physician from simultaneously supervising more than three physician assistants or collaborating with more than three advanced practitioners of nursing, or with a combination of more than three physician assistants and advanced practitioners of nursing.

I hereby certify that this relationship does not violate the limitation cited above concerning the total number of physician assistants or advanced practitioners of nursing with whom I may simultaneously supervise or collaborate. Upon receipt of same, I will be supervising the following named physician assistant at the following practice location(s):

| Practice Location | Telephone # | Practice Location | Telephone # |
|-------------------|-------------|-------------------|-------------|
| Practice Location | Telephone # | Practice Location | Telephone # |

I am aware that a copy of this Notification will be placed in my licensing file at the offices of the Nevada State Board of Osteopathic Medicine.

WHEREFORE, I set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Supervising Physician Name (Print or Type)

Supervising Physician (Signature)

The above - named physician, being first duly sworn, deposes and states that he/she appeared before me, a notary public, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, and in my presence, executed this one-page document.

Notary Public

**COMES NOW** \_\_\_\_\_\_\_\_ being first duly sworn who deposes and says that: I, the undersigned physician assistant, am duly licensed as a physician assistant in the state of Nevada by the Nevada State Board of Osteopathic Medicine, and am in good standing with the Nevada State Board of Osteopathic Medicine, and has not \_\_or has \_\_ (mark one) been formally disciplined by the Board for a violation of the Medical Practice Act of the state of Nevada. I have read and am aware of the provisions of Chapter 633 of the Nevada Revised Statues and the Nevada Administrative Code as those laws apply to physician assistants. I am aware a copy of this Notification will be placed in my licensing file at the offices of the Board, and, the provisions of the Nevada Administrative Code 633.288(3)(b) require if this relationship is terminated my failure to notify the Board of the termination within 10 days or my continuing to practice this portion of my practice until such time as I advise the Board of my new supervising physician, is grounds for disciplinary action against me.

WHEREFORE, I set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Physician Assistant Name (Print or Type)

Physician Assistant (Signature)

The above named \_\_\_\_\_\_ (Print Physician Assistant Name), being first duly sworn, appeared before me on the \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, and, in my presence, executed this document consisting of one (1) page.

Notary Public

Complete original form is to be mailed directly to: Nevada State Board of Osteopathic Medicine 2275 Corporate Circle, Suite 210, Henderson, NV 89074

## Written Collaborating Agreement Supervising Physician and Physician Assistant

This is a Written Collaboration agreement, in compliance with NAC 633.288, between \_\_\_\_\_\_, Physician Assistant (hereinafter "the Physician Assistant") and \_\_\_\_\_\_\_, Physician Assistant (hereinafter "the Doctor"). Through this agreement, the Doctor and the Physician Assistant affirm they each have read and are aware of the Nevada Revised Statutes (NRS 633) and Nevada Administrative Code (NAC 633) that govern the supervision of a physician assistant by a Nevada licensed physician, and each affirm they will comply with all the statutes and regulations governing such supervision.

We agree that the Physician Assistant's practice shall be within the scope of practice of the Doctor, and that that scope of practice shall be: \_\_\_\_\_\_\_. We agree that the Physician Assistant will provide services at the following location and at the following times:

| Location: _ |  |  |
|-------------|--|--|
| Times:      |  |  |

We agree that in furtherance of the Physician Assistant's practice under the supervision of the Doctor, the Physician Assistant may perform the following tasks [check all that apply and add any that are not on the following list]:

- \_\_\_\_ (a) Obtaining the medical histories of patients;
- (b) Performing physical examinations;
- \_\_\_\_ (c) Ordering and performing diagnostic and therapeutic procedures;
- (d) Implementing a treatment plan outlined by a supervising physician;
- \_\_\_\_ (e) Monitoring the effectiveness of therapeutic interventions;
- \_\_\_\_ (f) Assisting at surgery;
- \_\_\_\_ (g) Offering counseling and education to meet the needs of patients;
- (h) Making appropriate referrals; and
- \_\_\_\_ (i) Pronouncing death, excluding the diagnosis of the cause of death.

We agree that the Doctor shall ensure that:

(a) The physician assistant is clearly identified to the patients as a physician assistant;

(b) The physician assistant performs only those medical services which are specified in the written collaborating agreement between the supervising physician and the physician assistant; and

- (c) The physician assistant strictly complies with:
- (1) The provisions of the registration certificate issued to the physician assistant by the State Board of Pharmacy pursuant to NRS 639.1373; and

(2) The regulations of the State Board of Pharmacy regarding controlled substances, poisons, dangerous drugs or devices.

We agree that the Doctor will:

(a) Except as otherwise provided in NRS 633.469, provide supervision in person at least once each month to the physician assistant.

(b) Be available for consultation at all times during which the physician assistant is performing medical services.

(c) Review and initial at least 10 percent of the charts of the patients of the physician assistant at least four times each year.

(d) Develop and carry out a program to ensure the quality of care provided by the physician assistant, which must include, without limitation:

(1) An assessment of the medical competency of the physician assistant;

(2) A review and initialing of selected charts;

(3) An assessment of a representative sample of the referrals or consultations made by the physician assistant with other health professionals as required by the condition of the patient;

(4) Direct observation of the ability of the physician assistant to take medical histories from and perform examinations of patients representative of those cared for by the physician assistant; and

(5) Maintenance by the supervising physician of accurate records and documentation regarding the program for each physician assistant supervised.

(e) Examine a patient cared for by a physician assistant for a recurring illness that is not a chronic illness if the patient does not show improvement within a reasonable period of time.

We agree that if there are additional terms and conditions that will apply to or govern our relationship – such as, for example, the terms of the quality assurance program – that we will attach those to this document and that those will be deemed incorporated into this document as if they were set out herein.

\_\_ PA-C

(printed name)

(printed name)

D.O.

(signature)

(signature)

#### LAWS THAT APPLY TO AND GOVERN THE PHYSICIAN ASSISTANT AND THE DOCTOR

#### NRS 633.469 Supervising osteopathic physicians: Requirements of supervision.

1. A supervising osteopathic physician shall provide supervision to his or her physician assistant continuously whenever the physician assistant is performing his or her professional duties.

2. Except as otherwise provided in subsection 3, a supervising osteopathic physician may provide supervision to his or her physician assistant in person, electronically, telephonically or by fiber optics. When providing supervision electronically, telephonically or by fiber optics, a supervising osteopathic physician may be at a different site than the physician assistant, including a site located within or outside this State or the United States.

3. A supervising osteopathic physician shall provide supervision to his or her physician assistant in person at all times during the first 30 days that the supervising osteopathic physician supervises the physician assistant. The provisions of this subsection do not apply to a federally qualified health center.

4. Before beginning to supervise a physician assistant, a supervising osteopathic physician must communicate to the physician assistant:

(a) The scope of practice of the physician assistant;

(b) The access to the supervising osteopathic physician that the physician assistant will have; and

(c) Any processes for evaluation that the supervising osteopathic physician will use to evaluate the physician assistant.

5. A supervising osteopathic physician shall not delegate to his or her physician assistant, and the physician assistant shall not accept, a task that is beyond the physician assistant's capability to complete safely.

6. As used in this section, "federally qualified health center" has the meaning ascribed to it in 42 U.S.C. § 1396d(l)(2)(B). (Added to NRS by 2007, 1832; A 2013, 2019)

# NAC 633.288 Physician assistants and supervising physicians: Collaborating agreements; limitations. (NRS 633.291, 633.434, 633.466, 633.469)

1. Except as otherwise provided in this section, a physician assistant must enter into a written collaborating agreement with a supervising physician before the physician assistant may perform medical services under the supervision of that supervising physician. Such an agreement must:

(a) Describe the location, times and manner in which the physician assistant will assist the supervising physician;

- (b) Specify the medical services that the physician assistant is authorized to perform;
- (c) Be signed by the physician assistant and the supervising physician; and
- (d) Be notarized.
- 2. A physician assistant may perform only those medical services specified in the written collaborating agreement.
- 3. A physician assistant who has entered into a written collaborating agreement with a supervising physician shall:
- (a) Submit a copy of the agreement to the Board within 10 days after entering into the written collaborating agreement.
- (b) Notify the Board in writing within 10 days after the termination of the written collaborating agreement.

4. Except as otherwise provided in this subsection, a physician assistant may not perform medical services under the supervision of more than three supervising physicians. A physician assistant employed by a medical facility may not perform medical services at the medical facility under the supervision of more than one supervising physician. As used in this subsection, "medical facility" has the meaning ascribed to it <u>NRS</u> <u>449.0151</u>.

5. A physician assistant may perform medical services under a temporary written collaborating agreement that is valid for not more than 30 days if the agreement is approved by the Board.

6. A supervising physician may not supervise more than a total of three physician assistants and advanced practitioners of nursing at one time. As used in this subsection, "advanced practitioner of nursing" has the meaning ascribed to it in <u>NRS 453.023</u>.

7. A physician assistant who has been subject to disciplinary action pursuant to this chapter or <u>chapter 633</u> of NRS may only be supervised by a supervising physician who has been approved by the Board to supervise that physician assistant.

(Added to NAC by Bd. of Osteopathic Med. by R192-07, eff. 12-17-2008)

### NAC 633.289 Supervising physicians: Responsibilities. (NRS 633.291, 633.434, 633.466, 633.469)

1. A supervising physician is responsible for all of the activities related to the performance of medical services conducted by the physician assistant whom he or she supervises, including, without limitation:

- (a) Obtaining the medical histories of patients;
- (b) Performing physical examinations;
- (c) Ordering and performing diagnostic and therapeutic procedures;
- (d) Implementing a treatment plan outlined by a supervising physician;
- (e) Monitoring the effectiveness of therapeutic interventions;
- (f) Assisting at surgery;
- (g) Offering counseling and education to meet the needs of patients;
- (h) Making appropriate referrals; and
- (i) Pronouncing death, excluding the diagnosis of the cause of death.
- 2. The supervising physician shall ensure that:
- (a) The physician assistant is clearly identified to the patients as a physician assistant;

(b) The physician assistant performs only those medical services which are specified in the written collaborating agreement between the supervising physician and the physician assistant; and

(c) The physician assistant strictly complies with:

(1) The provisions of the registration certificate issued to the physician assistant by the State Board of Pharmacy pursuant to <u>NRS 639.1373</u>; and

(2) The regulations of the State Board of Pharmacy regarding controlled substances, poisons, dangerous drugs or devices.

3. A supervising physician:

(a) Except as otherwise provided in <u>NRS 633.469</u>, shall provide supervision in person at least once each month to the physician assistant.

(b) Must be available for consultation at all times during which the physician assistant is performing medical services.

(c) Shall review and initial at least 10 percent of the charts of the patients of the physician assistant at least four times each year.

(d) Shall develop and carry out a program to ensure the quality of care provided by the physician assistant, which must include, without limitation:

(1) An assessment of the medical competency of the physician assistant;

(2) A review and initialing of selected charts;

(3) An assessment of a representative sample of the referrals or consultations made by the physician assistant with other health professionals as required by the condition of the patient;

(4) Direct observation of the ability of the physician assistant to take medical histories from and perform examinations of patients representative of those cared for by the physician assistant; and

(5) Maintenance by the supervising physician of accurate records and documentation regarding the program for each physician assistant supervised.

4. A patient cared for by a physician assistant for a recurring illness that is not a chronic illness must be examined by the supervising physician of the physician assistant if the patient does not show improvement within a reasonable period of time.

(Added to NAC by Bd. of Osteopathic Med. by R192-07, eff. 12-17-2008)