

LEGAL Alert¹

FEBRUARY 24, 2017

Changes to Licensed Scope of Practice of Physician's Assistants in Michigan

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Public Act 379 of 2016, effective March 22, 2017, (the "Act") makes a series of changes to the licensed scope of practice of physician's assistants ("PA") in Michigan.

NOTE: Until the provisions of the Act take effect, existing statutes and rules apply. Physicians and Physician's Assistants ("PAs") who have entered into a written authorization that delegates to the PA the performance of medical care services and/or prescribing authority should continue to abide by the protocols established in such document until entering into a new Practice Agreement after the Act takes effect on March 22, 2017. The new Practice Agreement would become the guiding document.

Licensed Scope of Practice

The Act redefines "practice as a physician's assistant" as "the practice of medicine with a participating physician under a practice agreement." This definition transitions Michigan law from regulating a PA's licensed scope of practice as practice under the "supervision" definition contained within the Public Health Code (the "Code"). Regulation of the PA now relies on the terms contained within the practice agreement set by the participating physician.

Participating Physician

As defined in the Act, a participating physician is a physician, a physician designated by a group of physicians to represent that group, or a physician designated by a health facility or agency to represent that health facility or agency, for purposes of a "Practice Agreement" with a PA. The Act enacts similar provisions relative to allopathic physicians, osteopathic physicians and surgeons, and podiatrists.

Practice Agreement

The Act mandates that a PA shall not engage in the practice as a physician's assistant except under the terms of a practice agreement that includes all of the following requirements:

- A process between the PA and participating physician for communication, availability, and decision making when providing medical treatment to a patient. The process must utilize the knowledge and skills of the PA and participating physician based on their education, training, and experience.
- A protocol for designating an alternative physician for consultation in situations in which the participating physician is not available for consultation.
- The signature of the PA and the participating physician.
- A termination provision that allows the PA or participating physician to terminate the practice agreement by providing written notice at least thirty (30) days before the date of termination.

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- The duties and responsibilities of the PA and participating physician. The practice agreement shall not include as a duty or responsibility of the PA or participating physician an act, task, or function that the PA or participating physician is not qualified to perform by education, training, or experience and that is not within the scope of the license held by the PA or participating physician.

To the extent that a particular selected medical care service requires extensive medical training, education, or ability or poses serious risks to the health and safety of patients, the applicable licensing board (i.e., Board of Medicine, Board of Osteopathic Medicine and Surgery, or Board of Podiatric Medicine and Surgery (“Board”)) may prohibit or otherwise restrict the delegation of that medical care service or may require higher levels of supervision. To the extent that a particular medical care service requires extensive training, education, or ability or poses serious risks to the health or safety of patients, the Board may prohibit or otherwise restrict that medical care service within a practice agreement.

- A requirement that the participating physician verify the PA’s credentials.

The Board may prohibit a physician or a PA from entering into a practice agreement for any of the grounds set forth in Section 16221 of the Code. Section 16221 specifies grounds for action against a health professional’s license. A PA and participating physician each will be subject to licensure sanctions for failure to comply with the terms of a practice agreement.

NOTE: Attached is a sample which participating physicians and PAs may use for guidance in developing their own Practice Agreements. It is important to draft your Practice Agreement so that the identified duties and responsibilities are within the scope of the PA’s education, training and experience.

PA Practice Restrictions

The Act provides that a PA shall not undertake or represent that he or she is qualified to undertake the provision of a medical care service that he or she knows or reasonably should know to be outside his or her competence or is prohibited by law. A PA shall not perform acts, tasks or functions to determine the refractive state of a human eye or to treat refractive anomalies of the human eye, or both. Likewise, a PA shall not determine the spectacle or contact lens prescription specifications required to treat refractive anomalies of the human eye, or determine modification of spectacle or contact lens prescription specifications, or both. A PA may perform routine visual screening or testing, postoperative care, or assistance in the care of medical diseases of the eye under a practice agreement.

Countersigning of Orders Not Required

The Act provides that notwithstanding any law or rule to the contrary, (i) a physician is not required to countersign orders written in a patient’s clinical record by a PA with whom the physician has a practice agreement, and (ii) a physician is not required to sign an official form that lists the physician’s signature as the required signatory if that official form is signed by a PA with whom the physician has a practice agreement.

Restrictions on Delegation by Physician’s Assistants

The Act makes no change to Code Section 17008 which provides that practice as a PA is a health profession subfield of the practice of medicine, osteopathic medicine and surgery, and podiatric medicine and surgery. Consequently, there is no change in a PA’s ineligibility under Code Section 16215 to delegate acts, tasks and functions falling within their licensed scope of practice to other licensed or unlicensed individuals.

PA’s Other Activities

The Act provides that a PA may make calls or go on rounds in private homes, public institutions, emergency vehicles, ambulatory care clinics, hospitals, intermediate or extended care facilities, health maintenance organizations, nursing homes, or other health care facilities in accordance with a practice agreement. Notwithstanding any law or rule to the contrary, a PA may make calls or go on rounds as provided in this subsection without restrictions on the time or frequency of visits by a physician or the PA.

Physicians in Group Practices or Facilities

The Act provides that a group of physicians practicing other than as sole practitioners may designate one or more physicians in the group to enter into a practice agreement. Similarly, a health facility or agency may designate one or more physicians to enter into a practice agreement.

Number of Physician’s Assistants Overseen by a Physician

The Act eliminates numerical restrictions on the number of PAs which a physician may oversee. The number of PAs in a practice agreement with a participating physician and the number of individuals to whom a physician has delegated the authority to perform acts, tasks, or functions are subject to Section 16221 of the Public Health Code, which specifies grounds for action against a health professional’s license.

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Physician's Delegation to and Supervision of Physician's Assistants

Under the Act, references to PAs performing acts, tasks and functions solely under a physician's supervision are removed. The Practice Agreement will now define the duties, responsibilities, and protocols that will govern the PA's performance of permitted acts, tasks and functions including those that are outside of the PA's licensed scope of practice and which are within the physician's licensed scope of practice. Therefore, the Practice Agreement should include protocols that are consistent with the Code's established delegation and supervision standards and requirements. The Act did not change the Code provision that permits Michigan's licensing authorities to sanction physicians for "...failure to exercise due care, including negligent delegation to or supervision of employees or other individuals."

Physicians' Professional Liability Exposure for Physician's Assistants Acts or Omissions

From a licensure standpoint, the Act eliminates the current requirement that a physician shall not delegate ultimate responsibility for the quality of medical care services, even if the medical care services are provided by a PA (MCL 333.1748(4)). While the Act is not anticipated to increase a participating physician's professional liability exposure for acts or omissions of a PA, the legislation may not necessarily result in decreasing the risk exposure in all circumstances. For example, a physician may have a professional liability claim risk exposure if a practice agreement includes a duty or responsibility of the PA or participating physician for an act, task, or function that the PA or participating physician is not qualified to perform by education, training, or experience. It is advisable for physicians to confirm with their professional liability insurers coverage for claims arising from services furnished by PAs pursuant to practice agreements. In addition, PAs and participating physicians each will continue to have professional liability claims exposures for their own respective acts and omissions.

Prescribing Legend Drugs Generally and Controlled Substances and Rule-Making Authority

The Act provides that a PA who is a party to a practice agreement may prescribe a drug in accordance with procedures and protocols for the prescription established by rule of Michigan Department of Licensing and Regulatory Affairs ("LARA") in consultation with the appropriate Board. If a PA prescribes a drug, the PA's name shall be used, recorded, or otherwise indicated in connection with that prescription. If a PA prescribes a drug that

is included in schedules 2 to 5, the PA's DEA registration number shall be used, recorded, or otherwise indicated in connection with that prescription. The Act also amends the practice of pharmacy provisions of the Code to include a PA as a "prescriber." As a result, in order to prescribe controlled substances included in schedules 2 to 5, a PA will need to obtain a Michigan controlled substances license and DEA registration.

The Act gives LARA, in consultation with the appropriate Board, the authority to promulgate rules concerning the prescribing of drugs by a PA. The rules may define the drugs or classes of drugs that a PA may not prescribe and other procedures and protocols necessary to promote consistency with federal and state drug control and enforcement laws.

NOTE: *Until such time as LARA, in consultation with the appropriate Board, establishes procedures and protocols for prescribing by PAs under the Act, a PA's prescribing authority for controlled substances and nonscheduled legend drugs may continue only under the existing physician delegation and supervision standards provided by the Code and existing administrative rules. Therefore, the prescribing authority recognized in the Practice Agreement should reflect these standards so that the Practice Agreement has dual functionality. Consequently, participating physicians and PAs should continue to operate under their existing written authorizations for the prescribing of drugs until all of the following occur: (1) the Act takes effect on March 22, 2017, and (2) LARA issues rules establishing procedures and protocols for prescribing by PAs, and (3) practice agreements are updated as necessary. To prescribe or order controlled substances including complimentary starter dose drugs, PAs will need to apply for and obtain a Michigan controlled substances license and a DEA registration.*

Complimentary Starter Dose Drugs

Under the Act, a PA may order, receive, and dispense complimentary starter dose drugs, including controlled substances that are included in schedules 2 to 5, without a separate Michigan drug control license. If a PA orders, receives, or dispenses a complimentary starter dose drug, the PA's name shall be used, recorded, or otherwise indicated in connection with that order, receipt, or dispensing. If a PA orders, receives, or dispenses a complimentary starter dose drug under this subsection that is included in schedules 2 to 5, the PA's DEA registration number shall be used, recorded, or otherwise indicated in connection with that order, receipt, or dispensing.

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“Complimentary starter dose” means a prescription drug packaged, dispensed, and distributed in accordance with state and federal law that is provided to a dispensing prescriber free of charge by a manufacturer or distributor and dispensed free of charge by the dispensing prescriber to his or her patients. MCL 333.17745(14). The ordering, receipt, and dispensing of complimentary starter dose drugs are subject to the storage, record keeping, dispensing and labeling requirements of MCL 333.17745 and the additional requirements of MCL 333.7303a for controlled substances included in schedules 2 to 5.

Note: *The ordering of complimentary starter dose drugs by PAs are subject to the restrictions described above in Prescribing Legend Drugs Generally and Controlled Substances and Rule-Making Authority.*

Follow-up Steps for Physicians

Physicians who practice with a PA should review the new requirements under the Act and ensure that they have compliant practice agreements in place as of March 22, 2017, when the Act takes effect. Physicians should also confirm with their professional liability insurers that they will be covered for claims arising from services furnished by PAs pursuant to practice agreements.

Attached are Frequently Asked Questions and the following samples which participating physicians and PAs may use for guidance in developing, maintaining and updating their own practice agreements:

- Practice Agreement Instructions
- Practice Agreement
- Protocol Addendum A
- Approved and/or Restricted Drug Addendum B
- Confirmation of Periodic Review Form
- Confirmation of Annual Review of Practice Agreement Form



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Frequently Asked Questions

Q1. Who is a participating physician?

A1. The term “participating physician” is established in the Act in order to facilitate the ability of a physician or group of physicians to interact with a PA or multiple PAs. A participating physician is a key party to a Practice Agreement between the PA and the physician that outlines the relationship the PA has within a practice setting.

Q2. Does the Act allow PAs to practice independently in Michigan?

A2. No. Although the Act removes current references to PAs practicing solely pursuant to a physician’s “delegation and supervision,” it redefines “practice as a physician’s assistant” as “the practice of medicine with a participating physician under a practice agreement.” This definition transitions Michigan law from regulating a PA’s licensed scope of practice as being solely under the “supervision” definition contained within the Code to the terms contained within the Practice Agreement set by the participating physician.

Q3. What considerations must be given when determining authorizations or restrictions on the provision of medical services?

A3. When determining the acts, tasks or functions to be authorized by the Practice Agreement and whether or not to place any restrictions, the participating physician may only include those acts, tasks and functions that are within the participating physician’s scope of practice. Next, he or she must ensure that the acts, tasks and functions are within the scope of the PA’s education, training and experience. Duties and responsibilities of both the participating physician and PA need to be listed to ensure there is adequate communication, availability and decision-making. Protocols that are specific in their guidance should be developed and agreed to by the participating physician and PA so that there is a clear understanding between the participating physician and PA regarding actions to be undertaken in common clinical situations and certain circumstances such as those requiring physician consultation.

The attached sample documents may provide helpful guidance.

Q4. What if a participating physician is uncomfortable with the Practice Agreement that is being presented? Does he or she have to sign it?

A4. No. Practice Agreements require the signature of a physician, and consequently the ability of a physician to decline to sign documents is key aspect in assuring that patient safety is prioritized. Ideally, a Practice Agreement would represent a mutually agreeable set of duties and responsibilities. However, if that is not the case, the physician is not obligated to sign.

Q5. Are there any limitations on how many PAs a participating physician may supervise?

A5. Until the Act takes effect on March 22, 2017, there are strict numerical limits placed on the number of PAs a physician may supervise. Those numerical limits are removed when the Act takes effect and will then fall under the jurisdiction of LARA’s rule-making authority and the Board of Medicine as is the case with other professions.

Q6. If PAs are now identified as prescribers under the Code, does the participating physician still need to authorize prescriptive authority for the PA to write prescriptions?

A6. Yes, until such time as LARA promulgates rules which set forth procedures and protocols for PA’s prescribing authority pursuant to the Act which do not require delegation and supervision by the participating physician and practice agreements are updated as necessary. Until then, practice agreements should include language governing prescribing authority to the PA that is consistent with the delegation and supervision provisions in the Code and existing administrative rules.

The participating physician needs to consider the education and training of the PA when determining whether to place limitations or restrictions on prescribing privileges. Physician may delegate the prescribing of controlled substances listed in schedules 2 to 5 (including the dispensing of complimentary starter dose drugs of controlled substances listed in schedules 2 to 5). Physician may not delegate and the prescription of schedule 2 controlled substances for a quantity for more than a 30-day period.

Q7. Is it true that PAs must have their own Michigan Controlled Substance license to prescribe drugs listed in schedules 2 to 5?

A7. Yes, beginning March 22, 2017. PAs will need to apply for and obtain a Michigan controlled substances license and a DEA registration.

Q8. Does this new Act expose me to greater liability?

A8. As with any aspect of medical care, professional liability claim exposure and the potential for licensing sanctions can be mitigated via the establishment of processes and protocols that help to minimize the likelihood of such occurrences. Practices that establish and maintain steps to determine the qualifications of the PA and take appropriate measures to ensure that the established protocols are followed was required under the prior law before the Act and will continue to be required after the Act takes effect.

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INSTRUCTIONS FOR SAMPLE PRACTICE AGREEMENT¹

Each medical practice is unique and will need to custom tailor a Practice Agreement to reflect the education, training and experience of the Physician's Assistant (PA), the complexity of services provided by the practice, the PA's longevity at the practice or working with the Participating Physician, availability of the Participating Physician (and alternate physician(s) when the Participating Physician is not available for consultation), and overall needs of the medical practice and its patients.

The attached Sample Practice Agreement is provided to assist in the final drafting of a Practice Agreement. The Practice Agreement should provide the framework by which the PA's knowledge and skills will be utilized in the respective practice setting. It is drafted to reflect many of the duties currently performed by PAs pursuant to the law and general standards of practice. However, the list of medical services is neither mandatory nor exhaustive. Therefore, it is up to the medical practice, Participating Physician and PA to determine whether to place limitations on specific duties, procedures, drugs, etc. or to identify additional authorizations

For example, if the Participating Physician is confident that the PA's skills and experience support the performance of imaging studies generally, he or she may choose to broadly state imaging studies as an authorized duty and responsibility. However, the Participating Physician can also choose to limit the authorization by listing the specific imaging studies permitted such as "x-rays" or by designating restrictions to imaging studies such as "no MRIs or CT scans" in the spaced provided.

Below are important considerations when entering into a Practice Agreement:

1. Carefully consider and complete the information as described in the Practice Agreement. Do not include any blank lines in the final official Practice Agreement to avoid confusion or unauthorized additions. **Remove references to "Sample" or "Instructions" when personalizing and finalizing sample or template documents.**
2. Spell out additional duties and responsibilities either by expanding the Practice Agreement or by including as an Addendum to the Practice Agreement (a sample Duties, Responsibilities and Practice Protocols addendum is attached).
3. If the physician assistant will be prescribing schedule 2 - 5 drugs, the physician assistant must have their own State of Michigan Controlled Substance license and DEA registration.
4. Each party should sign and retain a copy of the agreement on file. The Practice Agreement does not need to be filed with the State of Michigan, but it must be readily available for inspection.
5. The Practice Agreement must be updated if the conditions of the agreement change (e.g., removing or adding drug restrictions or practice restrictions). If updated, the Practice Agreement must reflect those changes and be signed by both the PA and participating physician.

Definitions of Key Terms

"Participating physician" - means "a physician, a physician designated by a group of physicians under Section 17049 to represent that group, or a physician designated by a health facility or agency under Section 20174 to represent that health facility or agency."

"Practice agreement" – means "an agreement described in Section 17047." *(Note: Section 17047 of the Public Health Code requires there to be a written, contractual agreement between a PA and a Participating Physician in order for the PA to practice as a PA. The Practice Agreement is required to identify processes and protocols governing the PA's provision of medical care to patients, as well as duties and responsibilities of both the PA and Participating Physician.)*

"Practice as a physician's assistant" – means "the practice of medicine with a participating physician under a practice agreement."

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SAMPLE

PRACTICE AGREEMENT BETWEEN PARTICIPATING PHYSICIAN AND PHYSICIAN'S ASSISTANT

PRACTICE/ORGANIZATION NAME: [Click here to enter text.](#)

PRACTICE/ORGANIZATION ADDRESS: [Click here to enter text.](#)

PRACTICE AGREEMENT REQUIREMENTS. Effective March 22, 2017, Michigan's Public Act 379 of 2016 mandates that a physician's assistant (PA) shall not engage in the practice as a PA except under the terms of a "practice agreement" with a "participating physician" that at a minimum includes protocols for communication, availability and decision-making, situations in which the Participating Physician is not available for consultation, practice agreement termination, and duties and responsibilities of the Participating Physician and PA.

DUTIES AND RESPONSIBILITIES OF PA AND PARTICIPATING PHYSICIAN. The duties and responsibilities of the PA and Participating Physician are outlined below. The Participating Physician has determined that the PA is qualified by education, training and experience to perform the acts, tasks and functions specified in this Practice Agreement. This Practice Agreement shall not include as a duty or responsibility of the PA or Participating Physician an act, task, or function that the PA or Participating Physician is not qualified to perform by education, training, or experience and that is not within the scope of the license held by the PA or Participating Physician. *(Note: The following is a representative, though not exhaustive list of medical services that may be performed by a PA. Acts, tasks and functions which require delegation and supervision should be added as a separate authorization below.)*

The PA is authorized to diagnose, manage, and treat acute medical conditions and chronic health conditions, except for any restrictions designated below or on Addendum A:

[Click here to enter text.](#)

The PA is authorized to order, perform, and interpret, and/or assist in the performance of laboratory studies, imaging studies, and other diagnostic studies or procedures, except for any restrictions designated below or on Addendum A:

[Click here to enter text.](#)

The PA is authorized to perform and/or assist in the performance of diagnostic and therapeutic procedures or corrective procedures, except for any restrictions designated below or on Addendum A:

[Click here to enter text.](#)

The PA is authorized to perform and/or assist in the performance of screening procedures, testing and comprehensive physical assessments, except for any restrictions designated below or on Addendum A:

[Click here to enter text.](#)

The PA is authorized to make calls or go on rounds on behalf of the Practice, except for any restrictions designated below or on Addendum A:

[Click here to enter text.](#)

The Participating Physician (or an alternate physician designated by the Participating Physician) shall be continuously available in person or by direct telecommunication to ensure that appropriate physician consultation is available to PA at all times that PA is engaged in clinical activities. Protocol is identified below or on Addendum A, including a protocol for designation of an alternative physician when Participating Physician is not available for consultation:

[Click here to enter text.](#)

Participating Physician and PA each agree to periodically review the Practice Agreement to evaluate PA practice, medical protocols, verify PA's credentials and ensure compliance with the provisions of the Michigan Public Health Code, MCL §333.1001 et seq. as designated below or on Addendum A:

[Click here to enter text.](#)

See Addendum A for additional authorizations or restrictions.

DUTIES AND RESPONSIBILITIES OF PA AND PARTICIPATING PHYSICIAN (Continued).

PA agrees always and immediately to seek consultation from Participating Physician for any conditions which PA believes exceeds his/her ability to manage based upon education, training and experience, when specifically requested by the patient, and/or for other situations as designated below or on Addendum A:

[Click here to enter text.](#)

The PA agrees to follow specified procedures in cases of medical emergencies and reporting as established by the protocol designated below or on Addendum A, and appropriate to the specialty, practice setting, and location:

[Click here to enter text.](#)

See Addendum A for additional authorizations or restrictions.

DUTIES AND RESPONSIBILITIES FOR PRESCRIBING. The Participating Physician and PA agree to comply with applicable Federal and State laws regarding the prescription of drugs, including controlled substances listed in Schedules 2 to 5. Pursuant to MCL 333.17076(2), 333.17548(4) and 333.18051(2) of the Michigan Public Health Code, a PA who is a party to a practice agreement may prescribe a drug in accordance with procedures and protocols for the prescription established by rule of the Michigan Department of Licensing and Regulatory Affairs (LARA) in consultation with the appropriate board. In order to prescribe a controlled substance that is included in schedules 2 to 5 of Part 72 of the Code, a PA must obtain a controlled substance license from the Department. In determining the prescriptive responsibilities of the PA identified below, the participating physician must consider the education, training and experience of the PA.

The PA is authorized to prescribe, write and sign drug orders for non-controlled substances, except for any restrictions designated below or on Addendum B:

[Click here to enter text.](#)

The PA is authorized to prescribe, write and sign drug orders for controlled substances listed in Schedules 3 to 5, except for any restrictions are designated below or on Addendum B:

[Click here to enter text.](#)

PA is authorized to write and sign drug orders for controlled substances listed in Schedule 2, except for any restrictions designated below or on Addendum B:

[Click here to enter text.](#)

See Addendum B for additional prescribing authorizations or restrictions.

DECLARATION BY PARTICIPATING PHYSICIAN AND PA. This Practice Agreement governs services provided only to the Practice's patients. This Practice Agreement may be terminated at any time by the Participating Physician or PA by providing written notice to the other party at least thirty (30) days before the date of termination.

My signature below signifies that I fully understand the foregoing Practice Agreement and attached Addendum(s) having received a copy of such documents for my possession and guidance, and agree to comply with its terms without reservations.

[Click here to enter a date.](#)

Date

PA's Signature

[Click here to enter text.](#)

Michigan License No.

[Click here to enter text.](#)

DEA Registration No.

[Click here to enter text.](#)

PA's Printed Name

[Click here to enter text.](#)

Michigan CSC License No.

[Click here to enter a date.](#)

Date

Physician's Signature

[Click here to enter text.](#)

Michigan License No.

[Click here to enter text.](#)

DEA Registration No.

[Click here to enter text.](#)

Physician's Printed Name

ADDENDUM A

Participating Physician and PA Duties, Responsibilities and Practice Protocols

Communication and Availability. Participating Physician and PA each agree to be continuously available for direct communication in person or by radio, telephone or telecommunication between the Participating Physician and PA to ensure that appropriate physician consultation is available to PA at all times that PA is engaged in clinical activities. Participating Physician and PA shall be available, on a regularly scheduled basis, to review the practice of PA, to provide consultation from Participating Physician to PA, to review records and to further educate PA in the performance of PA's functions. An alternate or backup physician shall be designated when the Participating Physician is not available for consultation.

Consultation Requirements. PA is required to always and immediately to seek consultation from Participating Physician for any conditions which PA believes exceeds his/her ability to manage based upon education, training and experience and/or when specifically requested by the patient. *(Note: If there are additional situations that warrant immediate consultation, add those to this protocol; e.g., a patient's failure to respond to therapy or the PA's uncertainty of diagnosis.)*

Backup Procedures in Absence of Physician. In the event Participating Physician is not available when needed, PA shall immediately contact the designated alternate or backup physician who will provide such consultation functions during such time for purposes of this Practice Agreement.

Medical Emergencies. PA will follow the procedure described below for dealing with emergencies: [Click here to enter text.](#) *(Note: Specify the emergency procedure; e.g., immediately call 911, notify Participating Physician, contact emergency room at specified hospital, direct EMS to transport patient to specified hospital.)*

Reporting by PA. Each time PA provides care for a patient, he or she shall enter his or her name, signature, initials or computer code on the patient's record, chart or written order, the name of Participating Physician if such care involves a delegated act, task or function, and all other information required to be documented by the Practice and/or prevailing standards of clinical practice.

No Delegation by PA. PA shall not delegate an act, task or function to another licensed or unlicensed person which has been delegated to PA by Physician.

Superseding and Other Directives of Physician. Notwithstanding anything in this Practice Agreement to the contrary, the conditions, limitations and requirements of this Practice Agreement are subject to modification on a case by case basis by Participating Physician in his or her clinical judgment. At all times, PA shall comply with the clinical instructions, orders, conditions, limitations and instructions furnished by Participating Physician. Notwithstanding, nothing in this Practice Agreement shall be construed to mean that PA is an employee or agent of Participating Physician for employment or other purposes.

Review of PA Practice. Participating Physician may review medical records written by PA, including but not limited to those cases which by diagnosis, problem, treatment or procedure represent, in his or her judgment, the most significant risk to the patient. On a periodic basis, Participating Physician shall review with PA his or findings of record reviews, shall further educate PA in the performance of his or her functions, and shall maintain documentation of the same.

Review, Amendment and Termination of Practice Agreement. Participating Physician and PA shall review this Practice Agreement on an annual basis. Such review shall include, but is not limited to an evaluation of medical protocols and verification of PA's credentials. Physician shall note the review date on this Practice Agreement. This Practice Agreement may be amended and updated from time to time in writing, signed by Participating Physician and PA and approved by the Practice. This Practice Agreement may be terminated at any time by the Practice, Participating Physician or PA by providing written notice to the other parties at least thirty (30) days before the date of termination.

**ADDENDUM B
Authorized and/or Restricted Prescription Drug List
Subject to Accompanying Practice Agreement**

Drug	Quantity Limitation	Additional Limitations or Exceptions, if any (<i>insert or write "none"</i>)

Continue on additional pages if necessary

Acknowledged:

Click here to enter text.
PA's Name/MI License No./DEA Registration No.

Signature

Click here to enter a date.
Date

Click here to enter text.
Physician's Name/MI License No./DEA Registration No.

Signature

Click here to enter a date.
Date

**Confirmation of Periodic Review of Medical Records and
Performance of Acts, Tasks and Functions by Physician's Assistant**

Participating Physician and PA have reviewed Participating Physician's findings of medical record reviews and PA's performance of acts, tasks and functions periodically on the following dates:

Date of Review: Click here to enter a date.

Comments:

Click here to enter text.

PA's Signature

Physician's Signature

Date of Review: Click here to enter a date.

Comments:

Click here to enter text.

PA's Signature

Physician's Signature

Date of Review: Click here to enter a date.

Comments:

Click here to enter text.

PA's Signature

Physician's Signature

Continue on additional pages if necessary

Confirmation of Annual Review of Practice Agreement

Participating Physician and PA have reviewed the accompanying Practice Agreement (including Addendums, if applicable) together annually on the following dates, with any modifications to the Practice Agreement (including Addendums, if applicable) made in writing and signed by Participating Physician and PA:

Click here to enter a date.
Date

PA's Signature

Physician's Signature

Click here to enter a date.
Date

PA's Signature

Physician's Signature

Click here to enter a date.
Date

PA's Signature

Physician's Signature

Click here to enter a date.
Date

PA's Signature

Physician's Signature

Continue on additional pages if necessary