

S A M P L E for a Family Practice Location

NURSE PROTOCOL AGREEMENT

THIS NURSE PROTOCOL AGREEMENT ("Agreement") is entered into this _____ day of _____ by and between _____ ("APRN") and _____ ("Physician").

Information regarding APRN: The APRN (Advanced Practice Registered Nurse) under this Agreement is _____. The APRN is a registered professional nurse licensed by the Georgia Board of Nursing and recognized by said Board as a nurse practitioner.

APRN's address: _____

Telephone #: _____

License #: _____

DEA #: Pending (Must be provided to the Composite Medical Board within 30 days if not currently available)

Information regarding DELEGATING PHYSICIAN: The Physician under this Agreement is _____, a doctor of medicine (or a doctor of osteopathy) licensed by the Georgia Composite State Board of Medical Examiners.

Delegating Physician's Practice address: _____

Telephone #: _____

License #: _____

DEA #: _____

Information regarding OTHER DESIGNATED PHYSICIAN(S): The Other Designated Physician(s) under this Agreement are listed below at the end of this Agreement in the section entitled "Concurrence of Other Designated Physician(s)."

RECITALS:

APRN and Physician declare that they are in a comparable specialty area and field of practice, namely_____. APRN and Physician desire to enter into this Agreement in order to establish between them a nurse protocol agreement as that term is contemplated in O.C.G.A. § 43-34-26.3; and

This Agreement is made by APRN and Physician for the purpose of defining the scope of prescriptive authority and other medical acts to be exercised by APRN in compliance with the applicable sections of O.C.G.A. § 43-34-1 *et seq.* (the “Georgia Medical Practice Act”) and O.C.G.A. § 43-26-1 *et seq.* (the “Georgia Registered Professional Nurse Practice Act”) and the administrative rules and regulations promulgated by their respective licensing boards; and

This Agreement shall not be construed as limiting, in any way or to any extent, the scope of practice authority provided to APRN pursuant to the Georgia Registered Professional Nurse Practice Act and the administrative rules and regulations promulgated pursuant thereto; and

This Agreement applies only with respect to APRN’s professional activities in the practice conducted by Physician at the address listed for Physician above.

NOW, THEREFORE, for mutual promises and adequate consideration, APRN and Physician agree as follows:

1. **Incorporation of Recitals.** The recitals contained above are incorporated into and made a part of this Agreement.

2. **Description of Practice.** Physician and APRN shall collaborate in the treatment and management of primary care patients in the medical practice (“Practice”) conducted by the Physician at the address listed above. _____

3. **APRN’s Authority and Parameters.** At the Practice APRN shall be authorized to provide health services consisting of health promotion, health screening, management and treatment of acute episodic illness and management and treatment of stable chronic diseases. Subject to the limitations set forth herein below, the APRN may order appropriate drugs, lab work, x-rays, medical devices, medical treatments, and diagnostic studies, when necessary in the management and treatment of such acute illnesses or stable chronic illnesses. In rendering these services, APRN shall exercise the requisite standard of care, defined as the exercise of at least that degree of skill, care and diligence as would ordinarily be rendered by advanced practice registered nurses generally under like and similar circumstances.

APRN may refer to and use the following guidelines (in their latest, current edition) when treating and managing patients pursuant to this Agreement:

- i. Uphold and Graham, Clinical Guidelines in the Family Practice.
- ii. Sanford, Gilbert and Sandle, Guide to Antimicrobial Therapy.
- iii. Danbro, Williams & Wilkins, Griffith's 5 Minute Clinical Consult.
- iv. Schwartz, The 5 Minute Pediatric Consult.
- v. Colyar, Ehrardt, Ambulatory Care Procedures.
- vi. Uphold and Graham, Clinical Guidelines in Child Health.
- vii. Physician's Desk Reference.

4. **Radiographic Imaging Tests.** Radiographic imaging tests may be ordered only by APRN in the case of a life-threatening situation as defined below. As used herein, the phrase "radiographic imaging tests" means CT scans, MRI scans, PET scans or nuclear medicine scans, and the phrase "life-threatening situation" means an emergency situation in which a patient's life or physical well-being will be placed in significant, material jeopardy if such testing is not performed immediately.
5. **Documentation.** APRN shall document in writing in each patient's medical record, electronically or otherwise, those acts performed by APRN which comprise medical acts delegated by Physician to APRN under this Agreement.
6. **Physician Availability; Other Designated Physicians.** At all times when APRN is acting under this Agreement, either Physician or an "Other Designated Physician" shall be readily available to APRN for immediate consultation by direct communication or by telephone or other mode of telecommunication. In the event Physician is not readily available for such consultation, the Other Designated Physician(s) listed at the end of this Agreement in the section entitled "Concurrence of Other Designated Physicians" shall be available for such consultation in accordance with Composite State Board of Medical Examiners Rule 360-32-.01.
7. **Physician Evaluation and Follow-Up.** Patients treated by APRN shall be evaluated and followed-up by Physician (or, in the event Physician is not available, then an Other Designated Physician) on a time interval determined by Physician in accordance with the parameters of the acts delegated to APRN and pursuant to such standards as may be from time to time determined by the Composite State Board of Medical Examiners.

8. **Controlled Substances.** A patient who receives a prescription drug order for any controlled substance pursuant to this Agreement shall be evaluated or examined by Physician (or Other Designated Physician) on at least a quarterly basis or at a more frequent interval as from time to time determined by the Composite State Board of Medical Examiners. APRN shall not have the authority to order or prescribe Schedule I controlled substances as defined in O.C.G.A. § 16-13-25 or to prescribe Schedule II controlled substances as defined in O.C.G.A. §16-13-26.

9. **Consultation with Physician Required in Certain Situations.** On-site evaluation or telephone consultation by Physician (or Other Designated Physician) is required in the following situations: 1) situations that pose an immediate threat to the patient's life or bodily function, 2) conditions that fail to respond to the management plan within an appropriate time frame, 3) findings that are unusual or unexplained, 4) whenever a patient requests physician consultation, 5) whenever there is a material adverse outcome, and 6) in circumstances requiring medical management that is beyond APRN's scope of practice.

10. **Physician Must Interpret Imaging Studies.** With respect to x-rays, ultrasounds or radiographic imaging tests ordered by APRN, all such tests shall be read and interpreted by a physician who is trained in the reading and interpretation of such tests. Further, a report of such x-ray, ultrasound or radiographic imaging test may be reviewed by APRN with a copy of such report forwarded to Physician, except that such provision for an ultrasound is not required where APRN is acting within his/her scope of practice as authorized by O.C.G.A. §§ 43-26-3 and 43-26-5.

11. **Prescription Drug Refills.** Initial ordered dosage units shall be limited to a 90-day supply. APRN may thereafter order appropriate refills provided that APRN shall not have the authority to order refills of any drug for more than 12 months from the date of the original order except in the case of oral contraceptives, hormone replacement therapy, or prenatal vitamins which may be refilled for a period of 24 months as provided in O.C.G.A. § 43-34-26-3.

12. **Abortion Drugs Prohibited.** APRN shall not have the authority to prescribe/order drugs intended to cause abortion to occur pharmacologically or to perform an abortion.

13. **Documentation of Drug Orders.** APRN shall document prescription orders in the patient's medical record. In addition a duplicate prescription or a photocopy or electronic equivalent copy of the prescription drug or device order that is given to the patient must be maintained in the patient's medical record.

14. **Prescription Forms.** APRN shall sign and shall issue prescriptions/orders on a form which contains the following:
 - a. The name, address, and telephone number of the delegating physician

- b. The name of the APRN and the APRN's DEA number
 - c. The name and address of the patient if applicable
 - d. The drug prescribed and the number of refills
 - e. Directions to the patient with regard to taking and dosage of the drug
15. **Professional Drug Samples.** APRN is authorized by Physician to request, receive and sign for professional samples and may distribute professional samples to patients. APRN shall observe the standards and requirements set out in O.C.G.A. § 43-34-26.3 (7e) when handling, storing and dispensing such samples. The Practice shall maintain a list of the professional samples approved by the delegating physician for request, receipt, and distribution by the APRN as well as a complete list of the specific number and dosage of each professional sample and medication voucher received and dispensed. In addition all professional samples shall be maintained as required by applicable state and federal laws and regulations.
16. **Physician Review and Signing of Records.** Physician shall review and sign patient records generated by APRN periodically based on the following minimum accepted standard of medical practice:
- a. 100% of patient records for such patients receiving prescriptions for controlled substances. Such review shall occur at least quarterly after issuance of the controlled substance prescription.
 - b. 100% of patients' records in which an adverse outcome has occurred. Such review shall occur no more than 30 days after the discovery of an adverse outcome.
 - c. 10% of all other patient records. Such review shall occur at least annually.
17. **Emergency Situations.** If an emergency situation should occur respecting any patient being treated by APRN, the APRN shall respond by summoning trained emergency responders (911), begin initial stabilizing care and seek immediate consultation with the Physician or Other Designated Physician.
18. **Pharmacology Training.** Physician shall ensure that APRN receives pharmacology training appropriate to Physician's scope of practice at least annually. Documentation of such training shall be maintained by Physician and provided to the Composite State Board of Medical Examiners upon request.
19. **Documentation Available for Composite Board.** Copies of this Agreement and supporting documentation shall be available at the Practice site and open to review by the Composite State Board at any time, including documentation of Physician's periodic review of the medical acts performed by APRN and documentation of the pharmacology training received by APRN each year.

Miscellaneous Matters

20. **Annual Review; Board Approval.** This Agreement shall be reviewed, revised and updated (as necessary) annually by APRN and Physician. Further, this Agreement shall be made available for review to the Georgia Board of Nursing by APRN if requested by said Board and shall be submitted for review to the Composite State Board of Medical Examiners by Physician within thirty (30) days following execution. In the event the Composite State Board determines that this Agreement needs to be modified to comply with Composite State Board standards or requirements, the parties agree to make such changes promptly following receipt of notice from the Composite State Board.
21. **Termination with Cause.** Either party may terminate this Agreement for cause, effective immediately, upon delivery of written notice to the other party, in the event of either of the following: (i) either Physician's or APRN's employment is terminated, or (ii) either Physician's or APRN's license to practice medicine or nursing, as the case may be, is revoked or suspended.
22. **Termination without Cause.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice.
23. **Notification to the Board of Termination.** Physician shall notify the Composite State Board of the termination of this Agreement within ten (10) days of the date of termination.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
25. **Entire Agreement.** This Agreement represents the entire understanding of the parties and supersedes any prior written or oral agreement between the parties. There are no agreements, understandings or representations, either oral or written, relating to the subject matter of this Agreement which are not fully expressed herein.
26. **Amendments must be in Writing.** This Agreement may only be amended by way of a written instrument signed by both parties.

IN WITNESS THEREOF, the parties to this Agreement hereby set their hands and seals on duplicate copies of the same, each of which may be deemed to be an original, on the date first above written.

APRN's Signature _____

APRN Printed Name _____

Date _____

Delegating Physician's Signature _____

Delegating Physician Printed Name _____

Date _____

CONCURRENCE OF OTHER DESIGNATED PHYSICIAN(S)

By signing below, I acknowledge that I have been designated as an Other Designated Physician respecting the above and foregoing Nurse Protocol Agreement. I certify that my field and scope of medical practice is comparable to that of the APRN and the same as that of the Delegating Physician. I concur with and agree to the terms of the above and foregoing Nurse Protocol Agreement.

Designated Physician Signature _____

Designated Physician Printed Name _____

GA License # _____

DEA # _____

Date _____