NON-PHYSICIAN PROVIDER SUPERVISION AGREEMENT

This Non-Physician Provider Supervisor Agreement (“Agreement”) is made and executed effective __________, by and between XXXXXXXXXXXX, an [insert state name and entity type] (“Supervisor”) and XXXXXXXXXXXXX, (“NPP”).

RECITALS

A. Supervisor is engaged in the practice of medicine, in the field of XXXXXXX; and
B. NPP is employed by/contracted with XXXX under a separate Employment Agreement/Independent Contractor Agreement; and
C. XXXX and NPP are mutually obligated by the rules and regulations set forth in the [insert appropriate State law citation] (hereafter referred to as “State Law”) to enter into an agreement for the supervision of NPP; and
D. This supervision must be carried out by an XXXX Physician holding an unrestricted [insert State name] medical license.

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

AGREEMENT

1. SUPERVISION. The Supervising Physician, as an agent of XXXX, will exercise supervision over the NPP, and shall retain the professional and legal responsibility for health care tasks rendered by the NPP to XXXX patients at XXXX offices or other locations approved by XXXX.

2. EVALUATION. The Supervising Physician shall provide a written evaluation of the NPP’s performance to the NPP no less than once per year. This evaluation shall address issues of the NPP’s clinical and professional competency.

3. SCOPE OF PRACTICE. The Supervising Physician must ensure that the NPP’s scope of practice is identified, that delegation of medical tasks is appropriate to the NPP’s level of competence, and the relationship of and access to Supervisor is maintained. NPP will practice at the locations described in Exhibit A and by the physicians listed in Exhibit B. [The Scope of Practice description in Exhibit B should include a description of the types of diagnostic, therapeutic, screening and laboratory services NPP is authorized to perform and any delegation of prescriptive authority].

4. THE NPP – SUPERVISING PHYSICIAN RELATIONSHIP. The NPP 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
NPP 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 NPP and 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 NPP for the resolution of clinical or quality of care issues. Notwithstanding the foregoing, the supervising physician relationship shall always be adjusted to meet the requirements described in the then current Centers for Medicare and Medicaid Services and State Law rules and regulations for NPP supervision.

5. **COMPLIANCE.** A copy Agreement shall be maintained at each location described in Exhibit A.

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” [Insert NPP information]

XXXXXXXXXXXXXXXXX,

“SUPERVISING PHYSICIAN”

[Insert name & title]

“NPP”

[Insert name & title]

***This form is a non-state specific reference only. Each state has its own laws and regulations that apply to NPP supervision, and such laws and rules should be followed when finalizing any NPP supervision form.***
EXHIBIT A
EXHIBIT B