

## Clinical Assistant (Full) Class - Contract of Supervision

### Preamble

This agreement between \_\_\_\_\_ (the “Primary Supervisor”), a regulated member of the College of Physicians and Surgeons of Manitoba (“CPSM”), \_\_\_\_\_ (the “Clinical Assistant”), a regulated associate member of CPSM, and the undersigned alternate supervisor(s) and additional supervisor(s) serves as Contract of Supervision as contemplated under subsection 8.3(1) of CPSM *General Regulation* (“General Regulation”), which states:

*8.3(1) A physician or clinical assistant may engage in his or her professional practice only if he or she has entered into a contract of supervision approved by the registrar.*

It is expressly understood by all the undersigned persons that this Contract of Supervision is subject to review and approval by the Registrar of CPSM. Any subsequent amendment to this Contract of Supervision must be specifically approved by the Registrar in writing.

### Terms and Conditions

In entering into this Contract of Supervision, the following is acknowledged and agreed between Primary Supervisor, Clinical Assistant and all other undersigned parties:

#### **Clinical Assistant – Scope of Practice**

1. Primary Supervisor engages in the practice of medicine at the following location(s) and requires the services of a Clinical Assistant to perform certain medical duties:

Practice Location (1):	
Site description:	
Clinical Assistant anticipated starting date:	
Clinical Assistant position description (EFT):	

**[COPY AND DUPLICATE TABLE BELOW FOR ADDITIONAL PRACTICE LOCATIONS – OR DELETE IF THERE IS ONLY ONE PRACTICE LOCATION]**

Practice Location ( )::	
Site description:	
Clinical Assistant anticipated starting date:	
Clinical Assistant position description (EFT):	

2. Clinical Assistant has agreed to perform certain medical duties in accordance with this Contract of Supervision as agent for Primary Supervisor. Clinical Assistant has also agreed to perform certain medical duties as agent for any alternate supervisor or additional supervisor who is designated in accordance with this Contract of Supervision. A Primary Supervisor, Alternate Supervisor or Additional Supervisor actively supervising Clinical Assistant under this Contract of Supervision will also be referred to herein as the responsible supervising physician.
3. The full scope of the professional practice in which Clinical Assistant is permitted to engage pursuant to this Contract of Supervision is described in the Practice Description approved by the Registrar of CPSM under subsection 8.4 General Regulation, which is attached hereto as **Schedule “A”** (“Practice Description”).
4. In addition to the Practice Description, Clinical Assistant is also limited in their professional scope of practice by the scope of practice of the responsible supervising physician. Clinical Assistant is not permitted to perform any medical function that the responsible supervising physician is not competent to perform.

#### **Primary Supervisor’s role and responsibilities**

5. Primary Supervisor shall be responsible for supervising Clinical Assistant in accordance with the terms and conditions of this Contract of Supervision as well as all rules and regulations of CPSM, including the General Regulation, the Standards of Practice of Medicine and the Code of Ethics, all of which are established under *The Regulated Health Professions Act*.
6. Except where alternate supervision is in place in accordance with paragraphs 15-19 of this Contract of Supervision, Primary Supervisor shall:
  - a. direct and review the work, records and practice of Clinical Assistant on a continuous basis to ensure that appropriate and safe treatment is rendered to each patient cared for by Clinical Assistant; and
  - b. always be reasonably available to fulfil their supervisory role when Clinical Assistant is practicing in accordance with this Contract of Supervision.
7. Primary Supervisor will not assign to Clinical Assistant any duty in contravention of paragraph 4, above.
8. Primary Supervisor will not permit Clinical Assistant to provide any medical service that they are not adequately trained and competent to provide.
9. Primary Supervisor, an alternate supervisor, an additional supervisor, or any combination of the foregoing must provide on-site, personal supervision for a cumulative total of at least 8 hours per month.

10. Primary Supervisor shall contact each alternate supervisor named in this Contract of Supervision to review performance and workload issues in accordance with the Practice Description. This responsibility cannot be assigned or delegated.
11. In accordance with subsection 8.12 of the General Regulation, Primary Supervisor agrees to send periodic reports to CPSM that are satisfactory to the Registrar regarding the performance of Clinical Assistant in accordance with the terms set out in the 'CPSM Reporting' portion of the Practice Description. This responsibility cannot be assigned or delegated.

#### **Clinical Assistant's role and responsibilities**

12. Clinical Assistant shall faithfully, and to the best of their knowledge, skill and judgment, assist Primary Supervisor in their professional practice in accordance with the terms and conditions of this Contract of Supervision.
13. Clinical Assistant shall comply with all proper directions and orders of Primary Supervisor and perform only those duties and responsibilities that are assigned by Primary Supervisor, or an alternate supervisor or additional supervisor who has signed this Contract of Supervision and is acting in accordance with this Contract of Supervision.
14. In engaging in their professional practice pursuant to this Contract of Supervision, Clinical Assistant shall:
  - a. solely practice under the supervision of Primary Supervisor, or an alternate supervisor or additional supervisor designated in this Contract of Supervision;
  - b. limit their practice solely to what is described in the Practice Description, including:
    - i. practicing only at practice settings named in the Practice Description, and
    - ii. refraining from the performance of any reserved act that is not listed in the Practice Description;
  - c. never practice beyond the professional scope of the responsible supervising physician's professional scope of practice, including by not performing any reserved act which the responsible supervising physician is not competent to perform;
  - d. comply with all rules and regulations of CPSM governing Clinical Assistants, including the General Regulation, the Standards of Practice of Medicine and the Code of Ethics; and
  - e. refrain from engaging in professional practice pursuant to this Contract of Supervision when Primary Supervisor is unavailable or unable to fully fulfil their supervisory role, unless an alternate supervisor has assumed Primary Supervisor's role and responsibilities under this Contract of Supervision.

**Alternate supervisor**

15. Primary Supervisor shall designate an alternate supervising physician in the manner determined by CPSM and in accordance with subsection 8.6 of the General Regulation to act under this Contract of Supervision, including by assuming Primary Supervisor's role and responsibilities as described in paragraphs 5, 6, 7, 8 and 9 of this Contract of Supervision, during any period when Clinical Assistant is practicing pursuant to this Contract of Supervision and Primary Supervisor is unavailable or unable to fully fulfil their supervisory role.
16. The role and responsibilities of Primary Supervisor described in paragraphs 5, 6, 7, 8 and 9 of this Contract of Supervision may not be held concurrently by Primary Supervisor and an alternate supervisor. Only one alternate supervisor may assume the role and responsibilities of Primary Supervisor at any time.
17. Only those individuals who have signed this Contract of Supervision below specifically as an alternate supervisor may act as an alternate supervising physician for Clinical Assistant in accordance with this Contract of Supervision. Where Primary Supervisor is unavailable or unable to fully fulfil their supervisory role and no alternate supervising physician is available and designated, Clinical Assistant must cease practicing until either:
  - a. Primary Supervisor can resume their supervisory role; or
  - b. an alternate supervising physician is designated in accordance with subsection 8.6 of the General Regulation.
18. To be clear, where an alternate supervisor assumes the duty to supervise Clinical Assistant under this Contract of Supervision, they and Clinical Assistant are bound by the same terms and conditions as would apply as between the Primary Supervisor and Clinical Assistant, including that:
  - a. the alternate supervisor will:
    - i. direct and review the work, records and practice of Clinical Assistant on a continuous basis to ensure that appropriate and safe treatment is rendered to each patient cared for by Clinical Assistant,
    - ii. always be reasonably available to fulfil their supervisory role when Clinical Assistant is practicing in accordance with this Contract of Supervision, and
    - iii. not assign to Clinical Assistant any duty or responsibility for which the alternate supervisor has not been adequately trained or for which they are not competent to perform, nor will they assign any duty in contravention of paragraph 4, above; and
  - b. Clinical Assistant shall not practice beyond the professional scope of the responsible supervising physician, which may be the alternate supervisor, or an additional supervisor named in this Contract of Supervision.
19. Where an alternate supervisor identifies any concerns about the competence or fitness to practice of Clinical Assistant, they must bring them to the attention of Primary Supervisor.

**Additional supervisor – Departmental or program setting**

20. In accordance with subsection 8.8 of the General Regulation, Clinical Assistant may provide services under this Contract of Supervision within a department or program setting if each of the following requirements are met:
- a. Primary Supervisor works in the setting;
  - b. at least one of the regulated members who works in the setting has signed this Contract of Supervision as an alternate supervisor; and
  - c. every regulated member of the department or program who agrees to supervise the Clinical Assistant has signed this Contract of Supervision as an additional supervisor.
21. Clinical Assistant may only work in a departmental or program setting when Primary Supervisor or an alternate supervisor named in this contract who works in the setting is acting in their supervisory role under the terms of this Contract of Supervision. Particularly, section 8.8. of the General Regulation establishes that:

*A physician assistant or clinical assistant may provide services within a department or program setting if each of the following requirements is met:*

- (a) *one regulated member who works in the setting*
  - (i) *signs the contract of supervision designating the member as the primary supervisor, and*
  - (ii) ***agrees to be responsible for the physician assistant or clinical assistant even when the assistant is acting under the immediate supervision of any other regulated member in the setting who has signed the contract of supervision***.

*(emphasis added)*

Ultimately responsibility under section 8.8. of the General Regulation concerns oversight of Clinical Assistant's practice and performance. Part of this responsibility requires that Primary Supervisor or a designated Alternate Supervisor reasonably satisfy themselves that Clinical Assistant is appropriately taking direction and is being adequately observed in their professional practice in accordance with this Contract of Supervision and the Practice Description.

22. When working in a departmental or program setting, Clinical Assistant may receive direction to perform certain medical duties or undertake medical responsibilities from a regulated member who works in the setting and is named in this Contract of Supervision as an additional supervisor. When this occurs, the additional supervisor will supervise Clinical Assistant in relation to the medical services they are directed to undertake by the additional supervisor. In this context, the additional supervisor will be considered a responsible supervising physician in respect to the work they direct. The Primary Supervisor, or alternate supervisor when designated, retains ultimate responsibility for supervising Clinical Assistant in this context. In accordance with paragraph 4 above,

Clinical Assistant may perform medical functions that are within the scope of their practice description and the scope of the additional supervisor's practice when acting under the supervision of the additional supervisor.

23. An additional supervisor will not assign to Clinical Assistant any duty or responsibility in contravention of paragraph 4, above.
24. Where an additional supervisor identifies any concerns about the competence or fitness to practice of Clinical Assistant, they must bring them to the attention of Primary Supervisor.
25. When not acting in their capacity as an alternate supervisor, any person who signs this Contract of Supervision as an alternate supervisor will also have authority to act under this Contract of Supervision as an additional supervisor.

#### **Notice and release of information**

26. Clinical Assistant agrees to immediately notify Primary Supervisor if they enter into a separate contract of supervision under the General Regulation with any other regulated member of CPSM while this Contract of Supervision is in effect. Clinical Assistant further agrees to immediately provide each primary supervisor named in a contract of supervision with the name, phone number(s), email and address for each other primary supervising physician. This notice requirement does not extend to those designated in the respective contracts of supervision as alternate supervisors or additional supervisors.
27. Clinical Assistant hereby authorizes all supervisors named in a contract of supervision, primary, alternate or additional, to speak to each other freely and to exchange any information relevant to the Clinical Assistant's work and in particular the Clinical Assistant's workload and ability to manage that workload. Clinical Assistant further authorizes any supervisor named in a contract of supervision to communicate such information to the Medical Director or Chief Medical Officer of the Regional Health Authority where they work, if applicable.
28. Clinical Assistant shall notify Primary Supervisor of any investigation or proceeding related to Clinical Assistant's conduct, competence or fitness to practice as a Clinical Assistant that is initiated by CPSM or any other body with statutory authority to regulate a health profession in the province or Canada or elsewhere within ten (10) days of the initiation of the investigation or proceeding.
29. Clinical Assistant hereby provides their irrevocable consent to CPSM allowing CPSM to share with Primary Supervisor any details it deems appropriate regarding any investigation or proceeding related to Clinical Assistant's conduct, competence or fitness to practice as a Clinical Assistant that is undertaken by CPSM.
30. Primary Supervisor and any alternate supervisor(s) shall promptly notify CPSM if they are permanently unable to fulfil their supervisory role under this Contract of Supervision.

31. Clinical Assistant shall promptly notify CPSM if they cease to practice at a listed practice location.

### **Acknowledgements**

32. Both Primary Supervisor and Clinical Assistant, and any person signing this Contract of Supervision as an alternate or additional supervisor, have specifically reviewed and understand the following:
- a. Part 8 of the *General Regulation* concerning requirements for supervising Clinical Assistants;
  - b. Part 6 of the *General Regulation* concerning title restrictions.
  - c. CPSM's Standards of Practice, particularly including Schedule I – Volume of Service;
  - d. Sections 4, 5 and 6 of *The Regulated Health Professions Act* respecting the performance of reserved acts and the delegation of the performance of reserved acts;
  - e. Section 6 of the *Practice of Medicine Regulation* respecting the performance of reserved acts and the delegation of the performance of reserved acts; and
  - f. Part 5 of the *General Regulation* respecting the performance of reserved acts and the delegation of the performance of reserved acts, particularly:
    - i. subsections 5.8(3) and subsection 5.12 which relate to prescribing,
    - ii. subsection 5.16(1), which prohibits Clinical Assistants from delegating reserved acts, and
    - iii. subsection 5.20(1), which restricts Clinical Assistants to performing only those reserved acts they are authorized to perform by their practice supervisor where the practice supervisor is legally permitted and competent to perform the reserved act.

### **Termination**

33. This contract may be terminated by either Primary Supervisor or Clinical Assistant by giving thirty (30) days' notice of the fact in writing to the other and to CPSM. It can be otherwise cancelled in accordance with subsection 8.16(1) of the *General Regulation*. Upon termination of the contract, Primary Supervisor and Clinical Assistant must advise CPSM of the circumstances which led to termination.
34. Those named in this Contract of Supervision as alternate or additional supervisors may have their name removed from this contract by giving thirty (30) days' notice of the fact in writing to both Primary Supervisor and to CPSM.

### **Breach of Contract of Supervision**

35. A breach of this Contract of Supervision may result in the following:
- a. the imposition of conditions of Clinical Assistant's Certificate of Practice by the Registrar;

- b. removal of an alternate or additional supervisor from the Contract of Supervision; or
- c. cancellation of the Contract of Supervision.

**Signatories to this Contract of Supervision:****[ADD OR DELETE ROWS AS NECESSARY]**

Designated Primary Supervisor (print name and sign)	Date
Clinical Assistant (print name and sign)	Date
Designated Alternate Supervisor (print name and sign)	Date
Designated Alternate Supervisor (print name and sign)	Date
Designated Alternate Supervisor (print name and sign)	Date
Additional Supervisor (print name and sign)	Date
Additional Supervisor (print name and sign)	Date

---

APPROVED AT WINNIPEG, MANITOBA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

---

**Anna M. Ziomek, M.D., Registrar**  
The College of Physicians & Surgeons of Manitoba