

Delegation of Services Agreements

Title 16, Division 13.8, Article 4, section 1399.540 was amended to include several requirements for the delegation of medical services to a physician assistant. There are four specific changes with this amendment:

Background:

The Delegation of Services Agreement (DSA) is a document used by supervising physicians and physician assistants to meet requirements of Section 1399.540. The DSA is the foundation of the relationship between a supervising physician and the physician assistant, and specifies the names of the supervising physicians and what types of medical services the physician assistant is allowed to perform, how they are performed, how the patient charts will be reviewed and countersigned, and what type of medications the physician assistant will transmit on behalf of the supervising physician.

Regulatory Requirements:

- 1) A physician assistant may provide medical services, which are delegated in writing by a supervising physician who is responsible for patients, cared for by the physician assistant. The physician assistant may only provide services which he or she is competent to perform, which are consistent with their education, training and experience, and which are delegated by the supervising physician.
- 2) The delegation of services agreement is the name of the document, which delegates the medical services. More than one supervising physician may sign the delegation of services agreement only if each supervising physician has delegated the same medical services. A physician assistant may provide medical services pursuant to more than one delegation of services agreement.
- 3) The Physician Assistant Board or their representative may require proof or demonstration of competence from any physician assistant for any medical services performed.
- 4) If a physician assistant determines a task, procedure or diagnostic problem exceeds his or her level of competence, and then the physician assistant shall either consult with a physician or refer such cases to a physician.

Question: What if a physician assistant works for more than one supervising physician at a hospital or clinic? Do we need to have separate DSAs for each supervising physician?

Answer: The Board has had questions regarding how the DSA would be written if a physician assistant works for more than one supervising physician at a hospital or clinic. If the duties and medical services performed are consistent with each supervising physician, then one DSA can be written to include several supervising physicians. Each supervising physician must sign and date the DSA, along with the signature of the physician assistant.

Question: What if a physician assistant works for one supervising physician who is an ob-gyn, and also works for an Orthopaedic supervising physician, and both are at the same clinic or hospital?

Answer: If the duties and medical services provided by the physician assistant differ from one supervising physician to another, then it is recommended that a separate DSA be written for each supervising physician. However, one DSA could be used, but it would need to be separated with which duties are allowed under each supervising physician. Again, signatures and dates from all parties must be included on the DSA.

Question: What if the physician assistant works at several different clinics -can one DSA be written?

Answer: A separate DSA should be made for each hospital or clinic, regardless of how many supervising physicians the physician assistant works with. Alternatively, a physician assistant may have a DSA that specifies what services can be provided at a specific site.

Question: Are electronic signatures an acceptable method of signing the DSA?

Answer: It is the policy of the Physician Assistant Board to accept electronic signatures when signing the DSA. The electronic medical record system used should have procedures and protocols established to allow for the validation of electronic signatures.

Question: Am I required to update my DSA?

Answer: There are no legal requirements to update your DSA.

Question: How long should I retain my DSA?

Answer: You should retain the DSA as long as it is valid. Additionally, it is recommended that you keep a copy of your DSA for at least one to three years after it is no longer the current DSA in case you need to reference the document. However, there is no legal requirement to retain the DSA once it is no longer valid and current. [TB1]

Current California Regulations can be found on the Physician Assistant Board website:
http://www.pac.ca.gov/about_us/lawsregs/index.shtml

Note: Signed copies of the DSA should be kept by the Physician Assistant, Supervising Physician(s) and with the Medical Staffing Office.

DELEGATION OF SERVICES AGREEMENT BETWEEN SUPERVISING PHYSICIAN AND PHYSICIAN ASSISTANT AND WRITTEN SUPERVISION GUIDELINES

[Optional language is italicized.]

This Delegation of Services Agreement (“Agreement”) is entered into between _____, M.D./D.O. (“*Supervising Physician*”) [*the physicians whose signatures appear below, each of which shall be referred to herein as “Supervising Physician”*], and _____, PA/PA-C (“PA”), in order to fulfill the purposes set forth below.

1. **Purpose.** The purpose of this Agreement is to comply with the requirements of Title 16, Article 4, of the California Code of Regulations, hereinafter referred to as the “Physician Assistant Regulations.” Section 1399.540 of the Physician Assistant Regulations states, in pertinent part, that “A physician assistant may only provide those medical services which he or she is competent to perform and which are consistent with the physician assistant’s education, training and experience, and which are delegated in writing by a supervising physician who is responsible for the patients cared for by that physician assistant.” In this Agreement, Supervising Physician hereby delegates the performance of certain medical services to PA. [Section 3502 of the Business and Professions Code and \[BT2\]](#)Section 1399.545 of the Physician Assistant Regulations sets forth requirements for supervision by a supervising physician when a PA is caring for patients. This Agreement shall set forth such requirements to be followed by Supervising Physician.

2. **Qualifications.** PA is licensed by the California Physician Assistant ~~Committee~~[Board](#)[BT3]. Supervising Physician is licensed by the Medical Board of California or the Osteopathic Medical Board of California and is qualified to act as a supervising physician. PA and Supervising Physician are familiar with the requirements governing the performance of medical services by PAs, and the supervision of PAs by supervising physicians, as set forth in the Physician Assistant Regulations.

3. **Authorized Services.**

(a) PA is authorized by Supervising Physician to perform all the tasks set forth in subsections (a), (b), (c), (d), (e), (f), ~~and (g), and (h)~~ [TB4] of Section 1399.541 of the Physician Assistant Regulations, subject to the limitations and conditions described in this Agreement or established by Supervising Physician in any applicable protocols or otherwise. [*PA is also authorized to perform certain surgical procedures as specified by Supervising Physician in accordance with Section 1399.541(i) of the Physician Assistant Regulations.*]

(b) As required by Section 1399.540 of the Physician Assistant Regulations, PA may only provide those medical services which he or she is competent to perform and which are consistent with PA’s education, training and experience. PA shall consult with Supervising Physician or another qualified health care practitioner regarding any task, procedure or diagnostic

problem which PA determines exceeds his or her level of competence, or shall refer such cases to Supervising Physician or another appropriate practitioner.

(c) PA shall perform delegated medical services under the supervision of the Supervising Physician as specified in the Physician Assistant Regulations, this Agreement, any applicable practice protocols, and the specific instructions of Supervising Physician.

(d) As required by Section 1399.546, each time a PA provides care for a patient and enters his or her name, signature, initials or computer code on the patient’s record or written order, PA shall also enter the name of the Supervising Physician responsible for the patient.

4. **Drug Orders.**

(a) PA may administer or provide medication to a patient, or issue a drug order, orally or in writing in a patient’s chart or drug order form, subject to the conditions and limitations as set forth in Section 3502.1 of the Business and Professions Code, this Agreement, any applicable protocols as described in subsection (b) below, or the specific instructions of Supervising Physician. Such medications may include Controlled Substances in schedules [III] through V. *[For the small number of PAs whose Supervising Physicians write prescriptions for Schedule II, and authorize their PAs to write drug orders for Schedule II, insert Schedule II here.*

i) The PA is authorized to write and sign drug orders for Schedule: II, III, IV, V without advance approval (circle authorized Schedule(s). The PA has taken and passed the drug course approved by the Board on _____ (attach certificate). DEA #: _____.

or

ii) The PA is authorized to write and sign drug orders for Schedule: II, III, IV, V with advance patient specific approval (circle authorized Schedule(s). DEA #: _____.] [BT5]

(a) PA may sign for the request and receipt of samples of drugs specified in the protocols described in subsection (b) below.

(b) Drug orders shall either be based on protocols established or adopted by Supervising Physician, or shall be approved by Supervising Physician for the specific patient prior to being issued or carried out. Notwithstanding the foregoing, all drug orders for Controlled Substances shall be approved by Supervising Physician for the specific patient prior to being issued or carried out.

(c) Supervising Physician shall review, countersign, and date the medical record of any patient for whom PA issues or carries out a drug order for a Schedule II Controlled Substance within seven (7) days.

5. **Back Up Procedures. Emergency Transport and Backup.**

(a) ~~In a medical emergency requiring the services of a hospital emergency room, the patient shall be directed or transported to the _____ Emergency Room, the~~

telephone number of which is _____. When indicated, PA or practice personnel shall telephone the 911 Operator to summon an ambulance.

(a) In the event Supervising Physician is not available when needed, PA may call and/or refer patients to other authorized physicians as designated by the Supervising Physician, or as otherwise deemed appropriate by PA. The following physician(s) has (have) agreed to be a consultant(s) and/or to receive referrals:

Phone: _____
(Printed Name and Specialty)

Phone: _____ [BT6]
(Printed Name and Specialty)

(b)

6. Supervising Physician’s Responsibilities.

(a) Supervising Physician shall remain electronically available at all times while PA is performing medical services, unless another approved supervising physician who has signed a Delegation of Services Agreement for PA is so available.

(b) To the extent required by Section 4(c) above, Supervising Physician shall review, countersign and date within seven (7) days the medical record of any patient for whom PA issues or carries out a drug order. For other patients, Supervising Physician shall utilize one or more of the following mechanisms to supervise PA, as required by Section 1399.545 of the Physician Assistant Regulations (Check one or more of the following, as applicable):

_____ Examination of the patient by Supervising Physician the same day as care is given by PA

_____ Supervising Physician shall review, audit and countersign every medical record written by PA within _____ days (no more than thirty (30) days) of the encounter.

_____ Supervising Physician shall audit the medical records of at least ten-five percent (~~105~~%) [BT7] of the patients managed by PA under protocols which shall be adopted by Supervising Physician and PA, pursuant to Section 1399.545(e)(3) of the Physician Assistant Regulations. Supervising Physician shall select for review those cases which by diagnosis, problem, treatment or procedure represent, in his or her judgment, the most significant risk to the patient.

(c) [If PA is operating under interim approval, Supervising Physician shall review, sign and date the medical records of all patients cared for by the PA within seven (7) days if Supervising Physician was on the premises when the patient was diagnosed or treated. If Supervising Physician was not on the premises at the time, he or she shall review, countersign and date such medical records within 48 hours of the time the medical services were provided.]

7. **Protocols.** This Agreement does not constitute the protocols required by Section 3502.1(c) 1 [BT8] of the Business and Professions Code or, if applicable, Section 1399.545(e)(3) of the Physician Assistant Regulations. Such protocols are on file at the practice site and may incorporate by reference appropriate medical texts.

8. **No Third Party Beneficiaries.** This Agreement shall not be construed as creating rights in or obligations to any third party. It is the intent of the parties solely to fulfill the requirements of the Physician Assistant Regulations for a Delegation of Services Agreement and for the mechanisms to be used by Supervising Physician in supervising PA.

PHYSICIAN ASSISTANT DECLARATION

My signature below signifies that I fully understand the foregoing Delegation of Services Agreement, having received a copy of it for my possession and guidance, and agree to comply with its terms without reservations.

PHYSICIAN ASSISTANT

Dated: _____

SUPERVISING PHYSICIAN

Dated: _____

SUPERVISING PHYSICIAN

Dated: _____

SUPERVISING PHYSICIAN

Dated: _____

SUPERVISING PHYSICIAN

Dated: _____

SUPERVISING PHYSICIAN

Dated: _____

SUPERVISING PHYSICIAN

Dated: _____