



CAPA-Sponsored SB 697 Becomes Law on January 1, 2020

Knowledge = Power

Know How SB 697 Advances PA Practice Then Help to Empower Your Practice

First Step – Understand the Terms: Practice Agreement and Standard of Care

As we begin to educate PAs about the provisions of SB 697, we want to start with **Standard of Care**. Beginning January 1, 2020, the provisions of SB 697 will cause an exciting paradigm shift in the PA profession. In many ways SB 697 eliminates state-level micromanaging of PA practice in favor of a collaboratively developed practice-level model. One key aspect of this shift is how PA practice enforcement by the PA Board of California (PAB) will conform with how all other medical professionals are regulated in California. Today we want to shine a light on a legal term known as **Standard of Care**.

While the term **Standard of Care** may be new to some PAs, it has always been applied to PAs (and all medical professionals) when complaints are investigated. Prior to SB 697, there has been an additional unique burden on PAs which other healthcare professionals do not have. That burden was due to the fact that a *Supervising Physician (SP)* had to *delegate*, through a Delegation of Services Agreement (DSA), particular tasks. And, those tasks and procedures had to be consistent with the SP's specialty or usual and customary practice. If something was not expressly delegated to the PA (e.g. a simple laceration repair) then there could be grounds for discipline, even if the repair was performed perfectly and the PA had the competence, education, experience, etc.

First Step – Understand the Terms: Practice Agreement and Standard of Care *(continued)*

With the implementation of SB 697, the medical services provided by PAs are no longer delegated or specifically outlined in statute or regulations*. Appropriately, this puts increased importance and a stronger focus on **Standard of Care**. PAs are held to professional standards for their contributions to healthcare.

Practice Agreement

Keep in mind, the **Practice Agreement** (we will be providing a sample Practice Agreement in the coming weeks) is a written document, developed through collaboration among one or more physicians and surgeons **at the practice** and one or more PAs, that defines the medical services the PAs are authorized to perform **in that particular practice**. No longer is the section of regulations entitled: *Medical Services Performable* limiting and no longer are the medical services you provide “delegated.” **You own your scope**. It is no longer necessary to couple the services you are competent and capable to provide with one particular SP. Your **Practice Agreement** is literally an agreement “with the practice.”

In an enforcement case, the PAB will need to determine that the PA was rendering only those services pursuant to the **Practice Agreement**. Additionally, the PA will need to be competent, educated, trained, experienced, supervised and adherent to the **standard of care**. Currently, practices are responsible for taking reasonable steps to ensure all those in the practice are competent to perform their functions. The PA, as a responsible healthcare professional, will only render those services that their education, training, and experience have prepared the PA to render, which they feel competent to provide, and are consistent with the **standard of care**.

Standard of Care means:

The level of skill, knowledge, and care in diagnosis and treatment ordinarily possessed and exercised by other reasonably careful and prudent PAs in the same or similar circumstances at the time in question.

In an enforcement action or malpractice case, the review of the case is concerned primarily with whether there is a departure from the accepted **standard of care**. In other words, did the PA do that which a competent PA, even minimally but still competent PA, would do under similar circumstances?

As you learn more about the provisions of SB 697, we encourage you to share the information with your practice administrators and the physicians within the practice. Help your practice better utilize your knowledge, expertise and competencies – making you even more valuable to the practice and to patients.

*Absent a few longstanding limitations identified in B&P 3502(d) (e.g. the practice of dentistry)