Why is NCQA Important to MSPs?

- Leading Accrediting Body for Health Plans (HMO/PPO/POS)
- Health Plans need Clinical Providers to service the needs of their members
- Provides framework of standards for Credentialing and Recredentialing of Clinical Providers
- Offer guidelines for delegating activities

Changes for 2012 (effective for surveys after July 1, 2012)

- New Delegation Elements
  - Complex Care Management
  - Utilization Management Decisions/Appeals
- HEDIS and CAHPS measures
  - Additional HEDIS measure (Childhood Immunization)
  - New HEDIS measures for PPO Plans
Other Changes/Clarifications

Credentialing & Recredentialing

CR 1 – Credentialing Policies

- Added Nurse Practitioner to the list of Provider Types
- NCQA will include in their file audit of the HP
- Emphasized that all eligible providers under the scope of the HP must be credentialed according to NCQA standard, even if the practitioner type may not be one that NCQA would include in a file audit
  - Physician Assistants, Physical Therapists
- Emphasized that the HP must notify providers of rights

CR 3 – Initial Credentialing Verification

- Emphasized requirements documenting Board Certification expiration dates
  - If provider holds a “lifetime” certification, that must still be verified and documented within 180 days of Credentials Committee review
  - Verification of “lifetime” certification is not considered a “static” element by NCQA

CR 6 – Practitioners Office Site Quality

- Revised Factors in Element B: “Site Visits and Ongoing Monitoring” to ensure understanding of intent of the standard
  - Continuous monitoring of member complaints
  - Site visit conducted within 60 days of decision to act on compliant
  - Implementing actions plans for those sites not up to snuff
  - At least every six (6) months following up on action plan until the site has met all the criteria
  - Document, document, document – especially if you go back and find other issue
Other Changes/Clarifications

Credentialing & Recredentialing

CR 11 – Assessment of Organizational Providers

- Provided Time Frames for CMS/State Review for Unaccredited Organizational Providers
  - Unaccredited = On-site HP review of provider
  - May allow CMS or State Review to substitute for accreditation or on-site review
  - CMS or State Review must not be older than 3 years when reviewed by Committee

CR 12 – Delegation of Credentialing/Recredentialing

- Emphasis that there must be a delegation agreement in place before delegation begins

Why is this important?

CR 12 – Delegation of Credentialing and Recredentialing

- If the organization delegates any NCQA required credentialing activities, there is evidence of oversight of the delegated activities.

- The HP is responsible for provider credentialing/recredentialing activities regardless of what level of delegation occurs
### CR 12 – Delegation of Credentialing and Recredentialing

**Element A: Written Delegation Agreement**

- The written delegation document:
  - Is mutually agreed upon
  - Describes the responsibilities of the organization and the delegated entity
  - Describes the delegated activities
  - Requires at least semiannual reporting by the delegated entity to the organization
  - Describes the process by which the organization evaluates the delegated entity’s performance
  - Describes the remedies available to the organization if the delegated entity does not fulfill its obligations, including revocation of the delegation agreement

### Tips/Advice

- Get in the loop on contracting
  - Who does it for your entity?
  - Do you get to review the contract before it is signed/implemented?
  - Get a copy for your records.
  - Get a copy of all P&Ps/Programs/Bylaws you will be required to meet.
CR 12 – Delegation of Credentialing and Recredentialing

Element B: Provision for PHI

If the delegation arrangement includes the use of protected health information (PHI) by the delegate, the delegation document also includes the following provisions.

- A list of the allowed uses of PHI
- A description of delegate safeguards to protect the information from inappropriate use or further disclosure
- A stipulation that the delegate will ensure that subdelegates have similar safeguards
- A stipulation that the delegate will provide individuals with access to their PHI
- A stipulation that the delegate will inform the organization if inappropriate uses of the information occur
- A stipulation that the delegate will ensure that PHI is returned, destroyed or protected if the delegation agreement ends
Tips/Advice

- Make sure you know HIPAA!
- Is your internal security strong?
- Are you aware of any weaknesses?
- Know your own policies on PHI – are they more stringent? Could they be improved?

CR 12 – Delegation of Credentialing and Recredentialing

- **Element C: Right to Approve and to Terminate**

  The organization retains the right to approve, suspend and terminate individual practitioners, providers and sites in situations where it has delegated decision making. This right is reflected in the delegation document.

Tips/Advice

- Are you getting information back on who was accepted or rejected if you are also doing credentialing for a group?
- Do your providers know the appeal process if rejected?
- Do you get copies of letters/directories?
CR 12 – Delegation of Credentialing and Recredentialing

Element D: Predelegation Evaluation

For delegation agreements that have been in effect for less than 12 months, the organization evaluated delegate capacity before the delegation document was signed.

Tips/Advice

- Make sure you know what standards you have to meet
- Some entities require activities "above and beyond" NCQA standards
- Have a copy of the contract ready
- Virtually "meet" your auditor
  - Are they "one of us"?
  - Do they understand your processes/systems?

CR 12 – Delegation of Credentialing and Recredentialing

Element E: Annual File Audit

For delegation arrangements in effect for 12 months or longer, the organization audits credentialing files against NCQA standards for each year that delegation has been in effect.
Tips/Advice – the same as before!

- Make sure you know what standards you have to meet
  - Some entities require activities “above and beyond” NCQA standards
  - Have a copy of the contract ready
- Virtually “meet” your auditor
  - Are they “one of us”? 
  - Do they understand your processes/systems?

CR 12 – Delegation of Credentialing and Recredentialing

- **Element F: Annual Evaluation**

  For delegation arrangements that have been in effect for more than 12 months, the organization performs an annual substantive evaluation of delegated activities against delegated NCQA standards and organization expectations.

Tips/Advice

- Make sure you know what will be evaluated
  - Performance Scores 
  - Quality Scores
- Timing – does this happen at the same time as the file audit?
- Who does this?
  - Same person as the file audit 
  - Their experience/qualifications matter too!
CR 12 – Delegation of Credentialing and Recredentialing

Element G: Reporting

For delegation arrangements in effect for 12 months or longer, the organization evaluates regular reports.

Tips/Advice

- What is the reporting expectation?
  - Timeframes
  - Format
  - Delivery
- Feedback/Questions
  - Establish Process
  - Remember, this is a two-way street!

CR 12 – Delegation of Credentialing and Recredentialing

Element H: Opportunities for Improvement

For delegation arrangements that have been in effect for more than 12 months, at least once in each of the past 2 years, the organization identified and followed up on opportunities for improvement, if applicable.
Tips/Advice

- What’s your policy?
  - Internal Audit Triggers
  - Complaints from Client(s)/Staff
- Data Capture
  - Forms/Databases
- Review/Corrective Action
  - Timeframes
- Reporting/Oversight
  - Internal Quality Committee

CR 12 – Delegation of Credentialing and Recredentialing

If **YOU** are a NCQA Accredited or Certified Entity for the CR Standard, the following elements are good to go and do not need additional oversight:

- Element D: Predelegation Evaluation
- Element E: Annual File Audit
- Element H: Opportunities for Improvement
CREDENTIALS VERIFICATION AGREEMENT

This Credential Verification Agreement is made and entered into this ____ day of __________, 2006 by and between DELEGATE COMPANY NAME ("DELEGATEE"), a YOUR STATE HERE Corporation and ____________________________________________("Client").

WHEREAS, Client requires that certain provider credentials be verified; and

WHEREAS, DELEGATEE is a credentials verification organization and can provide such credentialing verification services;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby agreed by and between the parties as follows:

1. **Obligations**
   DELEGEEE shall perform credentials verification services and other related services as specified on Exhibit 1 attached hereto. Such services include but are not limited to, gathering provider credentials, completing primary source verification and presentation of reports to Client. In the event National Practitioner Data Bank (NPDB) queries are required, DELEGEEE shall perform such queries as the authorized agent of the Client.

2. **NPDB and HIPDB Queries and Compliance with NPDB and HIPDB Requirements**
   DELEGEEE certifies that in accordance with the provisions of the NPDB and HIPDB rules, regulations and guidelines, it is authorized to conduct business in Georgia and its facilities are sufficiently secure to ensure the confidentiality of NPDB and HIPDB query responses. DELEGEEE acknowledges that it is explicitly prohibited from using the information obtained from NPDB and / or HIPDB for any purposes other than that for which the disclosure is made, and it is aware of the sanctions which can be taken against it if it fails to maintain confidentiality of such data.

3. **Authorized Agent**
   In the event Client has requested NPDB and / or HIPDB query, Client shall authorize DELEGEEE to act as an authorized agent for such access to the NPDB and / or HIPDB services. Client shall complete the authorized agent designation form of NPDB and / or HIPDB online at **www.npdb-hipdb.com** and authorize DELEGEEE to query on its behalf.
4. **Responsibilities**

**DELEGATEE**

- DELEGATEE will accept credentialing and recredentialing applications (including attestations) from the Client unless otherwise directed by the Client to accept them directly from the practitioner.

- DELEGATEE will verify each data element with NCQA-approved sources unless instructed to waive a particular data element by the Client in order to complete a file (whereas the Client will assume responsibility for verifying that data element).

- DELEGATEE will provide Client with monthly reports including the following:
  - Customer specific reports as required and mutually agreed upon

- DELEGATEE will analyze information submitted with the initial credentialing or recredentialing application as well as information obtained during the verification process. Any adverse / derogatory information either disclosed on the application or obtained from primary or NCQA-approved sources will be flagged for Client review.

- DELEGATEE performs quality improvement activities in order to improve overall performance and customer satisfaction for its clients; however, it does not perform these activities on behalf of its clients in the form of a delegated agreement.
In instances where the Client instructs DELEGATEE to waive verification of an element, the Client assumes responsibility for verifying that element with NCQA-approved sources.

Client assumes responsibility for completing site visits and medical recordkeeping reviews, when applicable.

Client acknowledges that the services performed herein are informational only and all decisions concerning the approval or termination of a physician or other provider shall be the sole responsibility of Client.

Client assumes responsibility for collecting and evaluating performance information for recredentialing.

The Client assumes responsibility for reviewing and analyzing all data, flagged or presented in the initial credentialing or recredentialing report or attachments, including verifications received from DELEGATEE and making decisions within acceptable time limits (for NCQA, 180 days of the date of signature / attestation).

The Client assumes all responsibilities associated with formation of Credentials or Recredentials Committee meetings, resulting decisions, and minutes or other associated tasks.

The Client assumes responsibility for handling and responding to practitioner complaints and appeals.

Client warrants that the services shall be used by Client solely for use as a factor in establishing eligibility for the granting of privileges, which includes initial granting of privileges, credentialing, re-credentialing, employment or otherwise in connection with a legitimate business relationship with the physician, hospital, or managed care organization and shall not be resold or otherwise disclosed to any third party without the prior written consent of DELEGATEE.

5. **Oversight Responsibilities**  
DELEGATEE is a National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO). As such, there is no requirement for oversight or audits related to the performance of credentials verification; however, at the Client’s request, an audit of Client’s files may be performed at a mutually agreed upon time.

6. **Protected Health Information**  
DELEGATEE agrees to take every reasonable precaution through the implementation of stringent confidentiality and security policies to protect any information specific to a practitioner which may be deemed protected health information (PHI) by the Centers for Medicaid and Medicare Services (CMS) and under the Health Information Privacy and Accountability Act (HIPAA). In the event that an inappropriate disclosure of PHI occurs, DELEGATEE will notify Client in writing immediately upon discovery.

7. **Insurance**  
DELEGATEE shall obtain and maintain errors and omissions insurance with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. This insurance shall apply only to obligations of DELEGATEE as provided under this Agreement.
8. **Compensation**  Client shall compensate DELEGATEE according to the attached schedule of fees outlined on Exhibit 1 attached hereto. Full payment shall be due within thirty (30) calendar days from the date of invoice. Interest at a rate of one and one half percent (1 1/2 %) each month will accrue on the outstanding balance of all amounts not paid when due. In addition to such other remedies as may be available, DELEGATEE reserves the right to suspend the processing of any work in progress and/or to withhold the release of any completed work if payment is not made by the due date. In such event, work will not be resumed or released until all amounts due, including interest, have been paid in full. Additionally, DELEGATEE shall have the right to require payment in advance before continuing pending work or beginning new work.

9. **Expenses**  Client will reimburse DELEGATEE for pass through charges incurred in connection with the services provided.

10. **Delivery of Files**  DELEGATEE will deliver completed profile and provider file electronically or via 1st Class U.S. Mail. If Client desires overnight delivery, please refer to Exhibit 1 for overnight delivery fees.

11. **Exculpation**  In no event shall DELEGATEE be liable to Client or any other person or entity for any lost profits, lost benefits, or any other consequential, incidental, special, or exemplary damages, whether direct or indirect, regardless of whether DELEGATEE has been advised of the possibility of such damage, arising from the use of DELEGATEE’s services. In no event shall DELEGATEE have any liability on account of incorrect information received from a third party, unless the information was known to be incorrect by DELEGATEE.

12. **Term**  This agreement shall become effective on the _______ day of _______, 2005 and shall have an initial term of two (2) years from the effective date. At the end of the initial term the agreement shall continue indefinitely unless sooner terminated by the parties in accordance with the provisions below.

13. **Termination**  This agreement may be terminated by mutual agreement between the parties at any time. Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. DELEGATEE shall be paid for the value of all services performed as well as for any work in process and reasonable expenses accrued before termination. At the time that the delegated arrangement is terminated, all work on the Client’s files should be halted and files returned to the Client within thirty (30) days unless otherwise agreed upon by both parties.
14. **Performance Evaluation**

- **Corrective Action Plan**  
  In the event that either party fails to perform the responsibilities outlined above, a written notice to the other party outlining the failure to comply with the terms of delegation will be delivered by certified mail including the expectations and timeframe provided for compliance. The noncompliant party should submit a Corrective Action Plan within the timeframe indicated. In order to ensure that the Corrective Action Plan is being followed, both parties should engage in regularly scheduled audits until such a time that both parties are confident that all terms of the delegated agreement are being met. In the event that the noncompliant party does not adhere to the requirements outlined in the Corrective Action Plan, the initiating party will submit a written notice outlining the breach of the delegated arrangement and alerting the noncompliant party that the agreement is being terminated.

- **Mediation/Arbitration**  
  In the event of a dispute regarding the duties and obligations under this contract the parties agree to the appointment of an independent mediator to attempt to resolve the issue in question. Such mediation process may be initiated by either party by providing written notice to the other party of its intent to proceed to mediation. The parties shall share equally the cost of mediation. If the matter has not been resolved within thirty (30) days of submission to mediation, or if one party refuses to participate in mediation, the matter will be determined by binding arbitration in accordance with the rules of the American Arbitration Association. Such mediation and arbitration shall be held in Atlanta, Georgia. An award rendered by the arbitration shall be final and binding upon the parties and judgement on such award may be entered in any court having jurisdiction.

15. **Entire Agreement**  
This agreement, including all exhibits, amendments and attachments hereto constitutes the entire agreement between the parties with respect of the subject matter hereof and supersedes all prior oral or written agreements, contracts and understanding between the parties. This agreement may be amended only by further written agreement signed by the authorized parties hereto.

16. **Illegality**  
In the event any provision of this Agreement is found to be unenforceable or legally invalid for any reason, the remaining provisions shall remain in full force and effect unless either party determines that the fundamental obligations and rights of the parties are affected. In such event the parties shall in good faith attempt to renegotiate the terms of this Agreement.

17. **Assignment**  
The parties agree that either party may assign the obligations under this Agreement to another person or entity only with sixty (60) days written consent of the other party.
18. **Confidentiality**  The parties acknowledge and agree that the terms of this Agreement, as well as information, documents, data and records shared or derived as a result of this agreement are confidential and shall be treated with confidentiality and, except to the extent required by law or regulations, neither party shall disclose such information without prior consent of the other party.

19. **Governing Law**  This Agreement shall be interpreted, construed and governed according to the laws of the State of Georgia.

20. **Certification and Compliance**  DELEGATEE shall maintain its CVO certification with The National Committee for Quality Assurance (NCQA). DELEGATEE shall maintain its policies, procedures and processes in compliance with the standards and recommendations of NCQA, the Joint Commission on Accreditation of Health Care Organization (JCAHO), and American Accreditation Healthcare Commission (URAC); and applicable provisions of law and rules and regulations governmental authorities relating to credentialing and credentials verification organizations.

21. **Authority**  Each party and the person signing on behalf of such entity represents and warrants to the other party that the person signing the Agreement is duly authorized to execute this Agreement and that the Agreement will be valid and binding upon such execution by the parties.

**IN WITNESS WHEREOF**, the undersigned parties have executed or caused their authorized representatives to execute this Agreement effective as of the date first above written.

**CLIENT:**

By: __________________________

Title: _________________________

Date: _________________________

**DELEGATEE**

By: __________________________

Title: _________________________

Date: _________________________
**Pricing**

The prices listed below do not include pass through charges. For overnight delivery and Rush requests, the fees are:

- Overnight Delivery - $$
- Rush fee Initial Credentialing file- $$
- Rush fee Recredentialing file - $$

**Physician (MD, DO) Package**

<table>
<thead>
<tr>
<th></th>
<th>Initial Credentialing</th>
<th>Recredentialing</th>
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<tbody>
<tr>
<td><strong>Fee includes the following verification services:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>License to practice</strong></td>
<td>primary active license</td>
<td></td>
</tr>
<tr>
<td><strong>Work History</strong></td>
<td>via Curriculum Vitae and/or application, month and year for most recent five (5) years</td>
<td></td>
</tr>
<tr>
<td><strong>DEA</strong></td>
<td>via NTIS or issuing agency</td>
<td></td>
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<tr>
<td><strong>Board certification</strong></td>
<td>via Certifacts / AOA or AMA Profile (verification directly from certifying board may be obtained upon request for an additional fee) MD, DO only</td>
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<tr>
<td><strong>Medical Education</strong></td>
<td>Degree (MD or DO), If not board certified, highest level of training is verified from primary sources. <strong>Initial only</strong></td>
<td></td>
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<tr>
<td><strong>Malpractice Insurance Coverage</strong></td>
<td>via the Certificate of Insurance (COI)</td>
<td></td>
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<tr>
<td><strong>Application Processing</strong></td>
<td>Client will forward completed applications to DELEGATEE for processing for Initial Credentialing. For Recredentialing, DELEGATEE will pre-populate and mail applications, at Client’s request, to providers based on the schedule provided by Client, and will perform necessary follow-up.</td>
<td></td>
</tr>
<tr>
<td><strong>Sanctions against licensure</strong></td>
<td>via Federation of State Medical Boards (FSMB) query</td>
<td></td>
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<tr>
<td><strong>Medicare / Medicaid Sanctions</strong></td>
<td>via FSMB or NPDB query, or by Office of Inspector General (OIG) Cumulative Sanctions Report / query</td>
<td></td>
</tr>
<tr>
<td><strong>National Practitioner Data Bank (NPDB) Query</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Malpractice History</strong></td>
<td>via National Practitioner Data Bank query</td>
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</tbody>
</table>
Allied Health Professionals

Fee includes the following verification services:

- **License to practice** – primary active license
- **Work History** – via Curriculum Vitae and/or application, month and year for most recent five (5) years
- **DEA** – via NTIS or issuing agency
- **Specialty Certification** - ie: CNM, CRNA, PA, etc.
- **Education & Training** – completion of relevant specialty training program, ie: CRNA program. **Initial only**
- **Malpractice Insurance** – via Certificate of Insurance (COI)
- **Application Processing** Client will forward completed applications to DELEGATEE for processing for Initial Credentialing. For Recredentialing, DELEGATEE will pre-populate and mail applications, at Client’s request, to providers based on the schedule provided by Client, and will perform necessary follow-up.
- **Sanctions against licensure** – via FSMB query for PAs, for all other AHPs, queries will be made directly to the issuing boards.
- **Medicare / Medicaid Sanctions** – via FSMB (PAs only) or by Office of Inspector General (OIG) Cumulative Sanctions Report / query or NPDB query
- **National Practitioner Data Bank (NPDB) Query**
- **Malpractice History** – via National Practitioner Data Bank query

***Additional services available upon request.***