Telemedicine Credentialing and Privileging

July 21, 2011

Objectives

- Outline the changes to CMS Conditions of Participation: revised regulations for telemedicine credentialing and privileging process.
- Discuss required elements of a telemedicine credentialing and privileging contract.

New Credentialing and Privileging Process

- For telemedicine providers, hospitals and CAHs will no longer be required to fulfill the credentialing and privileging requirements as if the practitioners are onsite.
- The Governing Body of Hospitals and CAHs whose patients are receiving telemedicine services may choose to have its Medical Staff rely on the privileging and credentialing decisions made by a distant-site hospital or distant-site telemedicine entity when granting privileges to practitioners providing telemedicine services, provided there is a written agreement that complies with all specified requirements.

- 42 CFR 482.22(a)(3)
Details

- Effective Date: July 5, 2011.
- Modifications to the Condition of Participation:
  - 42 CFR 482.12(a)(8) & (a)(9)
    - (Hospital Governing Body)
  - 42 CFR 482.22(a)(3) & (a)(4) & (a)(6)
    - (Hospital Medical Staff)
  - 42 CFR 485.616(c)
    - (Critical Access Hospitals)

Application

- Hospitals and CAHs using telemedicine services must provide the telemedicine service agreement upon request when surveyed.
- Credentialing and privileging requirements do not apply in circumstances where the hospital's telemedicine equipment is used, but the patient is not a hospital patient.

Distant-Site Hospital / Telemedicine Entity Responsibilities

The Agreement must specify that:

1. The distant-site hospital providing the telemedicine services is a Medicare-participating hospital (not required if contracting with a telemedicine entity);
2. The distant-site physician or practitioner is privileged at the distant-site hospital providing the telemedicine services;
3. A list of the distant-site physician's or practitioner's privileges is provided to the hospital;
4. The distant-site physician or practitioner is licensed (issued or recognized) in the State where the hospital is located; and
Distant-Site Hospital / Telemedicine Entity Responsibilities

5. The distant-site’s governing body shall ensure that the requirements of 42 CFR 482.12(a)(1) (as amended from time to time) and 42 CFR 482.22(a)(1) – (a)(7) for Telemedicine Entities, 42 CFR 482.12(a)(1) – (a)(7) and 485.616(c)(1) – (c)(7) for Critical Access Hospitals.

- Determining which categories of practitioners are eligible candidates for appointment to the medical staff;
- Appointing members of the medical staff based on the recommendations of existing medical staff;
- Ensuring that the medical staff maintains and enforces bylaws;
- Credentialing and privileging decisions of the distant-site hospital or distant-site telemedicine entity;
- The medical staff periodically conduct appraisals of its members;
- The medical staff examine credentials of candidates for medical staff membership and make recommendations to the governing body on appointment of candidates.

Receiving Hospital Responsibilities

Facilities whose patients receive telemedicine services are required to specify in the Agreement that:

1. The governing body of the facility has chosen to have its Medical Staff rely on the credentialing and privileging decisions of the distant-site hospital or distant-site telemedicine entity.
2. The facility will complete periodic internal reviews of the distant-site practitioner’s performance and shall send this information to the distant-site hospital for its use in its own appraisal of the practitioner.
3. The information shall include, at a minimum, specific details regarding any adverse events that occurred and all complaints received regarding the distant-site practitioner.
4. The facility complies with all governing body responsibilities as required under 42 CFR 482.22(a) (hospitals) or 42 CFR 485.616(c) (Critical Access Hospitals).

Example Privileging and Credentialing Agreement

This Agreement is entered into by and between the Regents of the University of California, a constitutional corporation under Article IX of the Constitution of the State of California ("Regents") acting on behalf of the University of California Davis Health System ("UCDHS") and ________ ("FACILITY").

WHEREAS, UCDHS has established a telemedicine program ("Program") that provides patients and health care professionals with medical advice and other services by UCDHS providers or other providers acting in a limited-tele medicine capacity ("UCDHS Providers");

WHEREAS, UCDHS has determined that its Medical Staff may rely on the privileging and credentialing decisions made by UCDHS when granting privileges to UCDHS Providers, and

WHEREAS, FACILITY desires to efficiently credential and privilege UCDHS Providers who provide Program services for the benefit of its patients.

NOW, THEREFORE, UCDHS and FACILITY agree as follows:

AGREEMENT

Section 1. UCDHS Responsibilities

1.1 UCDHS (including the UC Davis Medical Center) is a Medicare-participating hospital;
1.2 All UCDHS Providers identified in Exhibit A of this Agreement are members of the Medical Staff of the UC Davis Medical Center and are subject to its respective policies and procedures;
1.3 UCDHS shall amend Exhibit A as necessary and such amendments shall be made available on the UCDHS Telemedicine web site;
1.4 UCDHS Providers designated in Exhibit A, as may be amended from time to time, are licensed in the state of California as physicians licensed to practice in the State where FACILITY is located, or
1.5 The UCDHS Medical Staff shall periodically conduct appraisals of all members of the medical staff.

42 CFR 482.12(a)(1) – (a)(7)
Example Privileging and Credentialing Agreement

Section 1. FACILITY-RESPONSIBILITIES

2.1 The governing body of FACILITY has chosen to have its Medical Staff rely on the credentialing and privileging process of UCDHS in recommending new hires or new additions to its staff. The governing body and Medical Staff have developed a policy and procedure for Medical Staff privileging at FACILITY.

2.2 FACILITY will follow the Clinical Services Manual of UCDHS and the rules of the governing body of FACILITY in granting privileges.

2.3 FACILITY will perform a periodic internal review of the UCDHS Provider’s performance at FACILITY and notify UCDHS of any concerns.

2.4 FACILITY may terminate this Agreement with thirty (30) days prior written notice to the other party.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

JOINT COMMISSION REQUIREMENTS

Joint Commission Requirements

- The hospital’s Medical Staff must recommend which clinical services may be appropriately delivered by licensed independent practitioners through telemedicine.
  - The Joint Commission Standard MS.13.01.03.
- “The Joint Commission is required to confirm its accreditation program to the Medicare requirements, including the provisions governing credentialing and privileging:”
  - The Joint Commission Standard MS.13.01.03.
- “We notified TJC that we would expect implementation of its new accreditation standard no later than the effective date of this final rule.”

Hospital Medical Staff Bylaws: Telemedicine Requirements

Hospital Medical Staff bylaws must include the following:
- Criteria for determining the privileges to be granted to practitioners:
  - The Joint Commission Standard MS.06.01.05; 42 CFR 482.23(i)(8)
- A procedure for applying the criteria to practitioners requesting privileges:
  - The Joint Commission Standard MS.01.01.01; 42 CFR 482.23(i)(8)

Example Language:

Credentialed and privileging providers of telemedicine services may be fulfilled by written agreement with a contracted hospital or telemedicine entity in which the provider has been fully privileged and credentialed in accordance with Medical Staff bylaws and policies.
Medical Staff Administration Responsibilities

- Telemedicine agreement must be approved by the Medical Staff, Administration, Governing Body
- List of distant site hospital practitioners must be approved by the Credentials Committee, MSEC, Governing Body
- Maintain current list of credentialed and privileged practitioners (periodic updates)

Medical Staff Administration Responsibilities

- Annually review/approve telemedicine practitioner list
- Monitor adverse events and complaints. Report such events to distant site facility
- Report compliance with telemedicine agreement to relevant committees (e.g. MSEC, Governing Body)

Credentialing Process Changes

- Grant telemedicine privileges without medical staff membership
- Process all telemedicine providers in a group
- One credentials file for telemedicine practitioners group
- One common privilege delineation for telemedicine practitioners
Document Changes

- Medical Staff Bylaws, Rules and Regulations
- Medical Staff Administration Policy and Procedure
- Board Report
- OPPE/FPPE policy and process

So are we good to go?

- We hope so...
- What does state statutes/regulations say?
- Assure state requirements are not more stringent

Questions?

- Attachment 1 - Contract
- Attachment 2 – Privilege Delineation
- Attachment 3 – Telemedicine Professional Practice Evaluation
- Attachment 4 – Complaints and Adverse Events Form
- Attachment 5 – Services Approval
PRIVILEGING AND CREDENTIALING AGREEMENT

This Agreement is entered into by and between the Regents of the University of California, a constitutional corporation under Article IX of the Constitution of the State of California ("Regents") acting on behalf of its University of California Davis Health System ("UCDHS") and XXXX ("FACILITY").

RECITALS

WHEREAS, UCDHS has established a telemedicine program ("Program") that provides patients and health care professionals at outlying hospitals and clinics access to UCDHS physicians and other providers practicing in a broad array of clinical specialties ("UCDHS Providers");

WHEREAS, FACILITY has determined that its Medical Staff may rely on the privileging and credentialing decisions made by UCDHS when granting privileges to UCDHS Providers; and

WHEREAS, FACILITY desires to efficiently credential and privilege UCDHS Providers who provide Program services for the benefit of its patients.

NOW, THEREFORE, UCDHS and FACILITY agree as follows:

AGREEMENT

Section 1. UCDHS- ACKNOWLEDGEMENTS AND RESPONSIBILITIES

1.1 UCDHS confirms that its UC Davis Medical Center is a Medicare-participating hospital.

1.2 All UCDHS Providers identified in Exhibit A of this Agreement are members of the Medical Staff of the UC Davis Medical Center, credentialed and privileged in their respective specialty areas.

1.3 UCDHS shall amend Exhibit A as necessary and such amendments will be made available on the UCDHS Telemedicine website, www.ucdmc.ucdavis.edu/cht/services/telemedicine/credentialing.html, incorporated herein by reference.

1.4 All UCDHS Providers identified in Exhibit A, as may be amended from time to time, are licensed in the State or otherwise legally permitted to practice in the State where FACILITY is located.

1.5 The UCDHS Medical Staff credentialing process complies with all of the standards required under 42 C.F.R. § 482.12(a)(1)-(a)(7).

Section 2. FACILITY- ACKNOWLEDGEMENTS AND RESPONSIBILITIES

2.1 The governing body of FACILITY has chosen to have its Medical Staff rely on the credentialing and privileging decisions of UCDHS in recommending a physician or other qualified licensed health care provider for Medical Staff privileges at FACILITY.
2.2 FACILITY complies with all governing body responsibilities as required under 42 C.F.R. § 482.22(a) [Hospitals] or 42 C.F.R. § 485.616(c) [Critical Access Hospitals].

2.3 FACILITY shall review the updated list of UCDHS Providers who have privileges and are members of the Medical Staff at UC Davis Medical Center prior to granting privileges to a UCDHS Provider at FACILITY.

2.4 FACILITY will perform a periodic internal review of the UCDHS Provider’s performance at FACILITY and complete the Telemedicine Professional Practice Evaluation ("Evaluation Form") attached hereto as Exhibit B. FACILITY shall also provide specific details regarding any complaints received about the UCDHS Provider and/or any adverse events that occurred. The Evaluation Form and any additional information shall be sent to the UCDHS Medical Staff office for use in its periodic appraisal of the UCDHS provider.

Section 3. GENERAL TERMS

3.1 This Agreement shall be effective on the last date signed below and shall continue in effect unless terminated in accordance with Article 3.2

3.2 Either party may terminate this Agreement with thirty (30) days prior written notice to the other party.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

XXX

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Annie Wong, Director
Health System Contracts

By: ____________________________
Date: __________________________
UNIVERSITY OF CALIFORNIA, DAVIS MEDICAL CENTER  
MEDICAL STAFF  

PRIVILEGE DELINEATION  
TELEMEDICINE SERVICES  

The following UCDMC Medical Staff credentialed practitioners are privileged to provide clinical services within the scope of their department specific specialty using telemedicine to deliver those services.

<table>
<thead>
<tr>
<th>Credentialed Practitioner</th>
<th>Department/ Specialty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
Telemedicine Professional Practice Evaluation

Individual Proctored: __________________________
Date of review: ______________________________
Proctor: __________________________
Patient name: ___________________________ Patient MRN: ___________________________
Diagnosis: __________________________

Based on my review of the consultation provided in this case, I make the following evaluation:

1. **Patient Care**: is compassionate, appropriate and effective
   - Acceptable [ ]
   - Marginal [ ]
   - Unacceptable [ ]
   - Unable to assess [ ]

2. **Medical / Clinical Knowledge**: Demonstrates knowledge of established and evolving sciences and applies it to patient care
   - Acceptable [ ]
   - Marginal [ ]
   - Unacceptable [ ]
   - Unable to assess [ ]

3. **Practice-Based Learning and Improvement**: Uses scientific evidence and methods to investigate, evaluate, improve care
   - Acceptable [ ]
   - Marginal [ ]
   - Unacceptable [ ]
   - Unable to assess [ ]

4. **Interpersonal and Communication Skills**: Establishes and maintains professional relationships with patients, families
   - Acceptable [ ]
   - Marginal [ ]
   - Unacceptable [ ]
   - Unable to assess [ ]

5. **Systems-Based Practice**: Understands the contexts and systems in which care is provided and applies this knowledge
   - Acceptable [ ]
   - Marginal [ ]
   - Unacceptable [ ]
   - Unable to assess [ ]

6. **Professionalism**: Demonstrates a commitment to professional development, ethical practice, diversity and responsibility to patients, profession and society
   - Acceptable [ ]
   - Marginal [ ]
   - Unacceptable [ ]
   - Unable to assess [ ]

**Overall Impression**:
- Acceptable [ ]
- Marginal [ ]
- Unacceptable [ ]

Proctor’s signature __________________________ Date ____________
Proctor’s printed name __________________________

References
Telemedicine Professional Practice Evaluation
Complaints and Adverse Events

Provider reviewed ______________________________

Date of review __________________________________

Hospital or care setting ____________________________

If the provider has been the subject of any complaints and/or adverse events, please report those events on this form:

Date of complaint or adverse event: ______________

Details of complaint or adverse event: ____________________________

_________________________________________

_________________________________________

_________________________________________

_________________________________________

Overall Impression:

Acceptable ______ Marginal _____ Unacceptable ______

Reviewer’s signature ____________________________ Date ______

Reviewer’s printed name _____________________________

Forward to: University of California, Davis Medical Center
Medical Staff Administration, Credentials Unit
2315 Stockton Blvd.
Sacramento, CA 95817
INTEROFFICE MEMORANDUM

TO: GENEVA HARRIS, CLINICAL AFFAIRS DIVISION
    UC DAVIS HEALTH SYSTEM
FROM: AARON BAIR, MD, INTERIM MEDICAL DIRECTOR, CHT
      SHELLY PALUMBO, M.S., CC-SLP, CHIEF ADMINISTRATIVE OFFICER, CHT
SUBJECT: TELEMEDICINE CLINICAL SERVICES
DATE: 10/14/10
CC: THOMAS NESBITT, M.D., M.P.H., ASSOCIATE VICE CHANCELLOR
    AUDREY MIRANDA-TUTER, CLINIC MANAGER, CHT

Attached is a listing of clinical services provided within the scope of the UC Davis Health System Telemedicine Program anticipated for fiscal year 2010-2011. The majority are consultations are with the patient and their primary care provider who retains responsibility for the patient. In unusual situations, faculty may have total or shared responsibility for patient care treatment and services, as evidenced by having the authority to write orders and/or direct treatment and services, even though care is provided via a Telemedicine link. Some services are provided on a routine basis, while others are available for ad hoc consultations.

In keeping with Joint Commission Medical Staff Standard MS.13.01.03, the Telemedicine Program recommends Medical Staff Executive Committee approval of the following clinical services as appropriate for delivery by licensed practitioners through the Telemedicine medium for the Academic Year 2010-2011.
<table>
<thead>
<tr>
<th>Specialty</th>
<th>Inpatient</th>
<th>Outpatient</th>
<th>Consultations less than 3 visits</th>
<th>Consultations greater than 3 visits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardiology</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dermatology</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dermatology Store &amp; Forward</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Endocrinology</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Hepatology/Hepatitis C</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>HIV/Infectious Disease</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Nephrology</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neurology – Epileptic Seizures</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neurosurgery</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neuromuscular Disease Management</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nutrition</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ophthalmology Store &amp; Forward</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orthopaedics</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orthopaedic Surgery</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otolaryngology</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pain Management</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric Cardiology</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric Critical Care</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric Emergent Care</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric Infectious Disease</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric Nephrology</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric Neurology</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric Weight Management</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Psychiatry/Behavioral Health</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Psychology – Medical Health &amp; Behavior</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Pulmonary – Sleep Program</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urology</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Consultations greater than three visits are unusual and are determined necessary by the specialist. They may also be due to an agreement in which the physician is credentialed with the remote site or providing a specific regimented program (i.e. pediatric weight management).