

CMS approved regulations in July 2011 that allow hospitals and other health care organizations to rely on a distant site hospital or telemedicine entity's credentialing and privileging decisions.



CMS Requirements for Credentialing by Proxy

For credentialing by proxy, the following conditions must be met:

- There must be a written agreement between the two parties
- The telehealth provider is privileged at the distant site hospital
- A current list of the telehealth provider's privileges is given to the originating site hospital
- The distant hospital is a Medicare participating hospital or a telemedicine entity
- A "telemedicine entity" is defined as follows:
 - Providing telemedicine services;
 - Is not a Medicare-participating hospital; and
 - Provides its services in a manner that allows the originating site hospital or the CAH to comply with all applicable CoPs and standards
- The telehealth provider holds a license issued or is recognized by the state in which the originating site hospital is located
- The originating site hospital has an internal review of the telehealth provider's performance and provides this information to the distant site hospital
- The originating site hospital must inform the distant site hospital of all adverse events and complaints regarding the services provided by the telehealth provider

Note: Credentialing by Proxy is Optional. Should a hospital wish to go through a full credentialing and privileging process with a telehealth provider, it is free to do so.

This information was obtained from the Center for Connected Health Policy's website. For more detailed information on CMS and TJC regulations and standards regarding telehealth credentialing and privileging, visit: telehealthpolicy.us/credentialing-privileging

SAMPLE PRIVILEGING AND CREDENTIALING AGREEMENT

Provided courtesy of the University of California, Davis Health System

This Agreement is entered into by and between the (Distant Site Official Name), a constitutional corporation under Article IX of the Constitution of the State of California “(distant site name)” and (originating site name) (“FACILITY”).

RECITALS

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

WHEREAS, FACILITY has determined that its Medical Staff may rely on the privileging and credentialing decisions made by (distant site name) when granting privileges to (distant site name) Providers; and WHEREAS, FACILITY desires to efficiently credential and privilege (distant site name) Providers who provide Program services for the benefit of its patients.

NOW, THEREFORE, (distant site name) and FACILITY agree as follows:

AGREEMENT

Section 1. (Distant site name)- ACKNOWLEDGEMENTS AND RESPONSIBILITIES

1.1 (Distant site name) confirms that its (facility/Medical Center) is a Medicare-participating hospital.

1.2 All (distant site name) Providers are members of the Medical Staff of the (distant site name), credentialed and privileged in their respective specialty areas.

1.3 (distant site name) maintains a list of privileges for each (distant site name) Provider and upon full execution of this Agreement, (distant site name) shall send FACILITY identifiable (distant site name) Provider information for FACILITY’s National Practitioner Databank query. As necessary, (distant site name) Provider information shall be updated by (distant site name) and provided to FACILITY.

1.4 All (distant site name) Providers are licensed in the State or otherwise legally permitted to practice in the State where FACILITY is located.

1.5 The (distant site name) 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 (distant site name) 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 list of Program (distant site name) Providers who have privileges and are members of the Medical Staff at (distant site name) prior to granting privileges to a (distant site name) Provider at FACILITY.

2.4 FACILITY will perform a periodic internal review of the (distant site name) Provider’s performance at FACILITY and complete the Telemedicine Professional Practice

Evaluation ("Evaluation Form") attached hereto as Exhibit A. FACILITY shall also provide specific details regarding any complaints received about the (distant site name) Provider and/or any adverse events that occurred. The Evaluation Form and any additional information shall be sent to the (distant site name) Medical Staff office for use in its periodic appraisal of the (distant site name) 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.

(Distant site name)

By: _____ By: _____

Name: _____

Title: _____

Date: _____ Date: _____

EXHIBIT A

Telemedicine Professional Practice Evaluation

Individual Proctored: _____

Date of review: _____

Proctor: _____

Patient name: _____

Diagnosis: _____

Based on my review of the consultation proved 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 relations with patients, families

Acceptable ____ Marginal ____ Unacceptable ____ Unable to assess ____

5. **Systems-Based Practice:** Understand 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: _____

**Exhibit B
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: (distant site name)
Medical Staff Administration, Credentials Unit
(Distant Site Mailing Address)