



Title:	Delegation and Oversight				
Department/Line of Business:	Provider Network Operations / All Lines of Business				
Approver(s):	SWHP/ICSW Credentials Committee				
Location/Region/Division:	SWHP				
Document Number:	SWHP.PNO.019.P				
Effective Date:	04/14/2021	Last Review/ Revision Date:	04/14/2021	Origination Date:	02/19/1997

LINE OF BUSINESS

This document applies to the following line(s) of business:
All Lines of Business

DEFINITIONS

When used in this document with initial capital letter(s), the following word(s)/phrase(s) have the meaning(s) set forth below unless a different meaning is required by context. Additional defined terms may be found in the BSWH P&P Definitions document.

None.

POLICY

The Scott & White Health Plan (SWHP)/Insurance Company of Scott & White (ICSW) Board of Directors delegates to the SWHP/ICSW Credentials Committee, the responsibility for oversight of the delegated and non-delegated credentialing/re-credentialing activities.

SWHP/ICSW Credentials Committee may delegate to a separate entity the credentialing/re-credentialing responsibilities or a portion of that process, such as primary source verification and maintenance of credentialing and re-credentialing files.

SWHP/ICSW retains the right to approve, suspend, and terminate individual practitioners, providers, and sites. The Credentials Committee bases the delegation decision on quality of services, experience, and resources.

The SWHP/ICSW Delegation Agreement delineates the responsibilities for SWHP/ICSW and the credentialing delegate, and addresses non-performance of the credentialing delegate.

The credentialing delegate agrees that it does not sub-delegate delegated activities without prior written agreement from SWHP/ICSW. The delegate, in contracting with a delegated third party, directly or through a third party, requires the delegated third party to comply with the requirements within the SWHP/ICSW Delegation Agreement. Functions, which the delegate, directly or indirectly, delegates to a delegated third party, is in writing. The credentialing delegate acknowledges that the delegated third party with which the delegate subcontracts are limited to performing only those functions set forth and delegated in the agreement with such delegated third party, using standards approved by SWHP/ICSW and that are in compliance with applicable law.

PROCEDURE

Pre-Delegation Evaluation

A pre-delegation evaluation is documented within twelve (12) months prior to the delegation implementation. The evaluation may involve a site visit and a written review of the delegate's understanding of the standards, delegated tasks, staffing capabilities, and performance records. It may also be accomplished through an exchange of documents or through pre-delegation meetings. SWHP/ICSW evaluates the delegate's credentialing system and schedule for compatibility with SWHP/ICSW's system.

Protected Health Information (PHI)

Protected Health Information (PHI), as defined by the Health Information Privacy and Protection Act, is not shared between Delegated Entity and SWHP. If future business needs require the exchange of PHI, the SWHP Business Associate Agreement (BAA) is first executed by the parties. The BAA requires that the Delegated Entity maintains Member information and other protected or individually identifiable health or health care information in the strictest confidence in accordance with applicable state and federal laws and any regulations issued thereunder and in accordance with SWHP's BAA.

The SWHP BAA includes the following provisions:

1. The allowed uses of PHI.
2. A description of delegate safeguards to protect the information from inappropriate use or further disclosure.
3. A stipulation that the delegate requires that subdelegates have similar safeguards.
4. A stipulation that the delegate provides individuals with access to their PHI.
5. A stipulation that the delegate informs the organization if inappropriate uses of the information occurs.
6. A stipulation that the delegate returns, destroys or protects PHI if the delegation agreement ends.

Oversight Activities

Monthly Monitoring

On a monthly basis, SWHP/ICSW monitors the delegate by obtaining list of credentialing/re-credentialing practitioners, along with demographic changes including address changes, terms, and other updates.

Annual Monitoring

If the delegate is not accredited by the National Committee for Quality Assurance (NCQA), SWHP/ICSW performs an annual file audit using the NCQA File Audit Tool on randomly selected credentialing and re-credentialing files. Either five (5) percent or fifty (50) of its files, whichever is less, or the NCQA "8/30" methodology is utilized for the sample size. Audit findings below a ninety (90) percent threshold is considered deficient. Any improvement opportunities identified are included in recommendations for correction. SWHP/ICSW may require the credentialing delegate to randomly review files monthly if the results of regular oversight audits demonstrate consistent variation in the completion of files. Results of audits are reported to the SWHP/ICSW Credentials Committee.

SWHP/ICSW conducts an annual evaluation of delegates based on the Delegation Agreement with the entity. If findings warrant, corrective action plan(s) is required from the delegate.

The SWHP/ICSW Credentials Committee reviews and approves changes to existing applications and/or policies and procedures related to SWHP/ICSW Delegation Agreement. Policies and procedures are reviewed annually.

For Medicare credentialing delegates that have any related entity, contractor, subcontractor, first-tier and downstream entities, the policies of that delegate state that these entities comply with applicable Medicare laws, regulations, and CMS instructions.

Term and Termination

Term and Voluntary Termination. The term ("Initial Term") of the Delegation Agreement is one (1) year, commencing on the Effective Date. After the Initial Term, this Agreement automatically renews for successive one (1) year periods ("Renewal Term(s)"), unless terminated as provided below.

Either party may terminate the Delegation Agreement without cause by giving written notice to the other party of its intent to non-renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term of this Agreement, provided that the terminating party also gives written notice to the Texas Department of Insurance (TDI) at least ninety (90) days prior to the scheduled termination date.

SWHP/ICSW may terminate the Delegation Agreement for cause at any time in the event of:

- Any fraud or misrepresentation by the delegate in provision of the delegated activities.
- Any action by the delegate, which in the reasonable judgment of SWHP/ICSW constitutes gross misconduct.
- Any directive from a regulatory agency with jurisdiction over SWHP/ICSW, including TDI, mandating that this Agreement be terminated.
- The loss, suspension, or restriction of the delegate's license or eligibility to provide delegated activities.
- The delegate's breach of any provision of this Agreement.
- The filing of any petition by or against the delegate pursuant to any United States or state bankruptcy, insolvency, or reorganization statute, and said petition not being discharged or dismissed within sixty (60) days.
- Any failure by the delegate to comply with applicable statutes, rules, or monitoring standards, for which SWHP/ICSW may terminate delegation of any delegated functions.

Cure

If a breach, as defined above, is cured by the delegate within the thirty (30) day period following receipt of notice of termination, or if the breach is one which cannot reasonably be corrected within thirty (30) days and SWHP/ICSW determines that the delegate makes substantial and diligent progress toward correction during such thirty (30) day period, then the Delegation Agreement remains in full force and effect.

Delegation Agreement Maintenance

The SWHP/ICSW is responsible for maintaining the Delegation Agreement between SWHP/ICSW and the delegate. The SWHP/ICSW Credentials Committee reviews/ revises the Delegation Agreement, as needed.

ATTACHMENTS

None

RELATED DOCUMENTS

SWHP/ICSW Delegation Agreement

REFERENCES

National Committee for Quality Assurance (NCQA): CR 9 Standard
 Texas Administrative Code, Title 28 Insurance, Part 1, Chapter 11 Health Maintenance Organization
 Centers for Medicare & Medicaid Services (CMS) – Medicare Managed Care Manual, Chapter 11

The information contained in this policy is confidential and proprietary and may not be shared without the express permission of the Scott and White Health Plan. Further, the information contained in this document should not be considered standards of professional practice or rules of conduct or for the benefit of any third party. This document is intended to provide guidance and, generally, allows for professional discretion and/or deviation when the individual health care provider or, if applicable, the "Approver" deems appropriate under the circumstances.

Attachment Name:	SWHP/ICSW Delegation Agreement		
Attachment Number:	SWHP.PNO.019.A1	Last Review/Revision Date:	02/24/2021



Delegated Credentialing Service Contract & Standards

Delegated Credentialing Agreement

Between

Scott and White Health Plan (SWHP) and <name of Delegated Entity>

This Agreement is made by and between Scott and White Health Plan, including its wholly owned subsidiaries (“SWHP”), and <name of Delegated Entity> herein called “Delegated Entity”, a/an <insert organizational type e.g. Health System, Provider Group, ACO>, to perform and deliver functions delineated herein. The parties agree to the terms, conditions, and representations as included in this document. This agreement becomes effective <insert date> (“Effective Date”).

RECITALS

Delegated Entity has entered into a Participating Provider Agreement (“PPA”) between it and SWHP, which is dated _____. Pursuant to that PPA, SWHP wishes to delegate responsibility for credentialing activities, subject to the terms and conditions set forth in this Agreement. The delegated credentialing activities are more specifically set out in the attached Exhibits. To the extent that any of the terms between the PPA and this Agreement conflict, the PPA shall control.

Delegated Entity is an entity that, by itself or through subcontracts with one or more entities, wishes to undertake to arrange for or to provide medical care or health care to SWHP Members and that wishes to accept responsibility to perform on behalf of SWHP any function regulated by Texas Insurance Code Chapters 843 and 1272 and the Texas Administrative Code, Chapter 11 (“applicable law”).

In consideration of the mutual covenants and promises herein contained, the parties agree as follows:

Article I: Exhibits and Attachments

Description of Delegated Credentialing Activities: Applicable delegated credentialing activities and data reporting are defined in detail in Exhibit A and Attachment 1 contained in this agreement.

Article II: Oversight and Monitoring

1. Delegation Oversight. Delegated Entity will be evaluated prior to delegation and not less than annually thereafter as discussed in Article V. Continued delegation is subject to an annual review and approval of continued delegation. SWHP reserves the right to monitor any Delegated Entity on a more frequent basis or to terminate the contract for failure to comply with the requirements.
2. Monitoring Plan. SWHP shall monitor the acts of Delegated Entity through a monitoring plan. SWHP shall review Delegated Entity's compliance with the terms of the Agreement as well as with all applicable statutes and rules affecting the functions delegated by SWHP under the Agreement.
3. Utilization of Monitoring Plan. SWHP shall utilize the monitoring plan on an ongoing basis. Compliance with this requirement shall be documented by maintaining, at a minimum, in the SWHP minutes of the Credentialing Committee or Delegation Oversight Committee that the SWHP has reviewed the information required in the monitoring plan. Those minutes will be signed by each Chair.

4. Reporting. Delegated Entity agrees to submit additional reports to SWHP as specified in Exhibit A. Reports are due the 15th of the month representing data and activities for the previous month. The reporting frequency is monthly, unless otherwise specified.
5. Acknowledgement. Delegated Entity acknowledges and agrees that SWHP is not precluded from requiring that Delegated Entity provide any and all evidence requested by SWHP or the Texas Department of Insurance (“TDI”) relating to Delegate Entity's financial viability.

Article III: Delegated Third Parties

1. Delegated Third Party. Delegated Entity may contract with a third party, either directly or through another third party, to accept responsibility to perform any function delegated by SWHP to Delegated Entity under this Agreement. Delegated Entity agrees that it will not subdelegate delegated activities without prior written agreement from SWHP. Delegated Entity, in contracting with a delegated third party, directly or through a third party, shall require the delegated third party to comply with the requirements of this Agreement. Any function which Delegated Entity, directly or indirectly, delegates to a delegated third party, including any handling of funds, shall be in writing. Delegated Entity acknowledges that any delegated third party with which Delegated Entity subcontracts will be limited to performing only those functions set forth and delegated in the agreement with such delegated third party, using standards approved by SWHP and that are in compliance with applicable law.
2. Filing and Notice. Upon any delegation or subsequent delegation of a function by Delegated Entity to a delegated third party, SWHP shall file the executed agreements with TDI and notify the appropriate parties as required by applicable law.
3. Oversight and Monitoring. Any delegated third party is subject to SWHP's oversight and monitoring of such delegated third party's performance under the agreement with such delegated third party.
4. Provider Contracts. Delegated Entity shall make available to SWHP samples of each type of contract Delegated Entity executes or has executed with physicians and providers to ensure compliance with the contractual requirements described within this Agreement; provided, however, Delegated Entity is not required to make available to SWHP contractual provisions relating to financial arrangements with Delegated Entity's physicians and providers.

Article IV: Compliance

1. Delegated Entity Compliance. Delegated Entity agrees to maintain compliance with all National Committee for Quality Assurance (“NCQA”), Centers for Medicare and Medicaid Services (“CMS”), Texas Health and Human Services Commission (“HHSC”), TDI, or SWHP standards, guidelines, statutory requirements, or administrative regulations that apply. Specifically, Delegated Entity and any delegated third parties agree to comply with all applicable law related to the functions being delegated by SWHP.
2. SWHP Responsibility. The Agreement may not be construed to limit in any way the responsibility of SWHP, including financial responsibility, to comply with all statutory and regulatory requirements in its provision of management and administrative services to SWHP.
3. NCQA-Certified or Accredited Delegated Entity. If Delegated Entity is NCQA Certified or Accredited for the services covered in this Agreement, Delegated Entity agrees to maintain NCQA

4. Certification or Accreditation during the term of this agreement. Failure to maintain Certification or Accreditation and make timely corrections will result in termination of the Agreement. NCQA Certified and Accredited Delegated Entities will not be subject to predelegation and annual audits, provided, SWHP reserves the right to initiate a discretionary oversight audit review.
5. Failure to Comply. Delegated Entity agrees to correct non-compliant areas identified within 30 days of the findings. Failure to maintain compliance with this section and failure to make corrections to deficiencies within 30 days of the finding will result in revocation of the Delegation Agreement.
6. Revocation. SWHP will provide notice of revocation in cases where Delegated Entity fails to make corrections to deficiencies within the specified time period. Delegated Entity will collaborate with SWHP to ensure continuity of care for all members during the transition period.
7. Non NCQA Certified or Accredited Delegated Entity. If Delegated Entity is not NCQA Certified or Accredited, Delegated Entity agrees to maintain the performance requirements set forth in this Agreement and the applicable Exhibits.
8. Compliance Expenses. Delegated Entity shall bear the expense of compliance with each requirement set forth in this Agreement and applicable Exhibits, including the cost of any examinations performed pursuant to 28 Texas Administrative Code § 11.2604.

Article V: Auditing

1. Predelegation Evaluation. Unless otherwise excluded in this Agreement, SWHP will at a minimum review applicable materials including program descriptions, policies and procedures, flow charts, data systems, file structures and file audits of any prior activities of Delegated Entity prior to commencement of delegated activities. The Delegated Entity agrees to both offsite and onsite review. A determination of delegation will be made by SWHP Credentialing Committee following a review of the predelegation evaluation.
2. Annual Evaluation. SWHP will conduct an annual reevaluation of program materials and file audit(s). Delegated Entity will provide a list of patients/members or practitioners as specified in the delegation requirements section.
3. File Audit Selection. SWHP will make a random selection of files for review. The random selection will use NCQA's 8/30 auditing rule or 5 percent or 50 of its files, whichever is less, to ensure that information is verified appropriately. At a minimum, the sample includes at least 10 credentialing files and 10 recredentialing files. If fewer than 10 practitioners were credentialed or recredentialled since the last annual audit, the organization audits the universe of files rather than a sample.

Article VI: Privacy

1. Privacy. SWHP, Delegated Entity and any delegated third party shall comply with the provisions of Title 28 Texas Administrative Code, Chapter 22 (relating to Privacy).
2. Protected Health Information. No Protected Health Information (PHI), as defined by the Health Information Privacy and Protection Act, will be shared between Delegated Entity and SWHP. If future business needs require the exchange of PHI, the SWHP Business Associate Agreement (BAA) must first be executed by the parties. The BAA shall require that the Delegated Entity will maintain all Member information and other protected or individually identifiable health or health care information

in the strictest confidence in accordance with applicable state and federal laws and any and all regulations issued thereunder and in accordance with SWHP's BAA.

Article VII: Term and Termination

1. **Term and Voluntary Termination.** The term ("Initial Term") of this Agreement shall be one (1) year, commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive one (1) year periods ("Renewal Term(s)"), unless terminated as provided below.
2. **Termination Without Cause:** Either party may terminate this Agreement without cause by giving written notice to the other party of its intent to non-renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term of this Agreement.
3. **Termination for Cause by SWHP.** SWHP may terminate this Agreement for cause at any time in the event of:
 - a. Any fraud or misrepresentation by Delegated Entity in provision of the delegated activities;
 - b. Any action by Delegated Entity which, in the reasonable judgment of SWHP, constitutes gross misconduct;
 - c. Any directive from a regulatory agency with jurisdiction over SWHP, including the Texas Commissioner of Insurance ("Commissioner"), that this Agreement be terminated;
 - d. The loss, suspension, or restriction of Delegated Entity's license or eligibility to provide delegated activities;
 - e. Delegated Entity's breach of any provision of this Agreement;
 - f. The filing of any petition by or against Delegated Entity pursuant to any United States or state bankruptcy, insolvency, or reorganization statute, and said petition not being discharged or dismissed within sixty (60) days; and
 - g. Any failure by Delegated Entity to comply with applicable statutes and rules or monitoring standards, for which SWHP may terminate delegation of any or all delegated functions.
4. **Cure.** If a breach as defined in Article VII, Section 3 is cured by Delegated Entity within the 30-day period following receipt of notice of termination, or if the breach is one which cannot reasonably be corrected within thirty (30) days and SWHP determines that Delegated Entity makes substantial and diligent progress toward correction during such 30-day period, then this Agreement shall remain in full force and effect.

Article VIII: Miscellaneous

1. **Medicaid.** If Delegated Entity provides services to the Medicaid population, Delegated Entity agrees to abide by the Texas Medicaid Uniform Managed Care Manual.
2. **Penalty Fees.** Any applicable penalties to SWHP by a regulatory agency that is a direct result of the Delegated Entity's failure to provide accurate or timely information required by this Agreement as determined by SWHP shall be paid by Delegated Entity within the applicable timeframe of the penalty either directly or via reimbursement to SWHP.
3. **Hold Harmless.** Delegated Entity, and any entity or physician or provider with which it has contracted to perform a function of SWHP, shall hold harmless a Member under any circumstance, including the insolvency of the SWHP or Delegated Entity, for payments for covered services other than copayments and deductibles authorized under the evidence of coverage.

- 6. Permit to Examine. Delegated Entity must permit the Commissioner to examine at any time any information TDI reasonably considers is relevant to the ability of Delegated Entity to meet its responsibilities in connection with any function delegated to Delegated Entity by SWHP.
- 4. Representative. Director of Credentialing or designate will serve as the representative of SWHP for operational matters related to the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date specified below.

SCOTT AND WHITE HEALTH PLAN

DELEGATED ENTITY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A Credentialing Delegation

Exhibit A defines SWHP requirements for delegated credentialing. SWHP maintains NCQA Health Plan Accreditation and complies with applicable National Committee for Quality Assurance (NCQA), Center for Medicare and Medicaid Services (CMS), Texas Department of Insurance (TDI), Health and Human Services Commission (HHSC), and all federal and state requirements that apply.

The respective responsibilities of Delegated Entity and SWHP are defined below.

Delegated Entity Responsibilities

1. **Credentialing Requirements.** Delegated Entity will maintain credentialing and recredentialing policy and procedures and processes that meet all NCQA, TDI, CMS, HHSC regulations and any other regulatory requirements or statutes that apply.
2. **Credentialing/Recredentialing Application.** Delegated Entity will use the Texas Standardized Credentialing Application found at TDI.Texas.gov. Delegates electing to use their own application must submit their application to SWHP for approval.
3. **Practitioner Rights.** Delegated Entity agrees to notify practitioners about their right to review information submitted to support their credentialing application, to correct erroneous information, and to provide practitioners and physicians with the status of their application upon request.
4. **Verifications.** Delegated Entity will perform verifications in accordance with the timeframes and standards established by NCQA or other regulatory agencies. This verification occurs during both credentialing and recredentialing. The following information will be verified:
 - a. A current and valid license to practice (primary source verified)
 - b. Education and training (primary source verified)
 - c. Board certification status (primary source verified)
 - d. History of professional liability claims that resulted in settlement or judgement paid on behalf of the practitioner (primary source verified)
 - e. A valid DEA certificate
 - f. Work history

Delegated Entity will use NCQA's approved sources of primary verification and verification must be within the time limits established as identified in **Table 1**. Delegated Entity will maintain evidence of verifications in the practitioner or physician credentialing file including date of verification, source of verification and initials of the individual who completed the verification.

5. **Sanctions.** Delegated Entity will verify the following sanction information upon credentialing and recredentialing:
 - a. State sanctions, restrictions on licensure or limitations on scope of practice
 - b. Medicare and Medicaid sanctions

Verification must be the most recent five-year period available through the NCQA-approved sources identified in **Table 1**.

6. Recredentialing Cycle Length. Delegated Entity will recredential practitioners every 36 months. The date of the 36-month cycle begins on the date of the previous credentialing decision. Delegated Entity must provide recredentialing information to SWHP at least 30 days prior to expiration of practitioner credentialing.
5. Medicare Participation. Delegated Entity agrees to verify the participation of practitioners and physicians in the Medicare program. Delegated Entity agrees to identify on the monthly report practitioners and physicians who have chosen to opt out of Medicare.
6. First Tier, Downstream and Related Entity (FDR). If Delegated Entity participates in a SWHP Medicare line of business, an annual FDR attestation will be required. This attestation from the Delegated Entity provides evidence of completion of FDR regulatory requirements.
7. Credentialing/Recredentialing Files. Delegated Entity agrees to maintain confidential paper or electronic credentialing/recredentialing files.
8. Hospital Privileges. Delegated Entity agrees that practitioners must have hospital privileges at a SWHP contracted facility. Primary care practitioners may sign a Hospital/Facility Privilege Form, available upon request, agreeing to refer patients to a SWHP contracted facility. Specialists must have privileges at a SWHP contracted facility.
9. Board Certification. Board Certification status will be reviewed on a monthly basis and updated expiration dates will be reported to SWHP by Delegated Entity showing that Maintenance of Certification is being obtained or expired boards have been renewed. Delegated Entity agrees that if a physician is not Board Certified, the credentialing information will be sent to SWHP for individual review and approval. At recredentialing, Delegated Entity agrees to submit a letter from a Medical Director or clinical leadership attesting to the competency of the non-boarded physician. This does not apply to physicians who are in the active process of obtaining board certification.
10. Recredentialing. Delegated Entity will include a review of quality performance data, including but not limited to utilization data, complaints and other quality metrics, in the recredentialing decision.
11. Delegated Entity Determination. Delegated Entity will make credentialing and recredentialing determinations and report these determinations to SWHP monthly in the SWHP defined report format in this Agreement.
12. Accreditation and Regulatory Reviews. Delegated Entity will make available credentialing or recredentialing files when requested by accreditation and regulatory entities conducting reviews of SWHP. Delegated Entity recognizes that the lead time to prepare and submit credentialing files is determined by the regulatory entity and may be less than a 30-day notice. Delegated Entity agrees to provide files requested by the reviewing entity within the timeframe established by the entity.
13. Subdelegation Oversight. In the event that SWHP approves subdelegation, Delegated Entity will work with SWHP to coordinate and schedule pre-assessment and annual reviews. Delegated Entity agrees that SWHP will conduct the preassessment and annual review. Delegated Entity will require the same data elements from the subdelegate for reporting.

SWHP Responsibilities

1. **SWHP Oversight.** SWHP will conduct predelegation and thereafter annual evaluations and audits. SWHP will review and evaluate all monthly/quarterly reports submitted by Delegated Entity.
2. **SWHP Delegation Determination.** SWHP will submit the results of delegation evaluations and audits to SWHP's Credentialing Committee to make the final delegation decision.
3. **Notice of Delegation Determination.** SWHP will send to Delegated Entity notice of SWHP's delegation decision. If delegation is approved, SWHP and Delegated Entity will meet to finalize the monthly data submission requirements.
4. **Delegation Agreement.** Upon approval of delegation, SWHP will prepare and execute a delegation agreement.
5. **Ongoing Monitoring Between Recredentialing Cycles.** SWHP will notify Delegated Entity of any identified practitioner sanctions, actions and quality issues that occur between recredentialing cycles.
6. **Right to Approve, Suspend, Terminate.** SWHP retains the right to approve, suspend and terminate individual practitioners, providers and sites.
7. **Subdelegation Evaluation.** In the event of subdelegation, SWHP retains the right to conduct the review of subdelegate policies and procedures and to conduct the credentialing and recredentialing file audit.
8. **Retained Functions.** SWHP retains all other Credentialing functions not specified in this Agreement.

Scope of practitioners to be Credentialed or Recredentialed

The scope of practitioners to be credentialed or recredentialed include licensed medical doctors, osteopaths, podiatrists, oral surgeons, chiropractors, optometrists, audiologists, psychiatrists, doctoral or master's level psychologists, addiction medicine specialists, master's level social workers, professional counselors, nurse practitioners and physician assistants who are licensed, certified or registered by the state to practice independently.

Credentialing is not required for:

- Health care professionals who are permitted to provide services only under the direct supervision of another practitioner.
- Hospital-based health care professionals who only provide hospital services to members, unless those health care professionals are separately identified in provider directories available to members.
- Students, residents, or fellows.

Primary Source Verification

Verifications will include the date verified, source and signature or initials of the person who verified the information. Copies of the credentialing information must be in the file.

Table 1 – Primary Sources					
Information	Details	Initial	Re-Cred	Primary Source Verification	Verification Time Limits
Signed Attestation	N/A	Yes	Yes	Must be faxed, digital, electronic, scanned, or photocopied signature in TDI application	Within 180 days prior to credentialing/re-credentialing decision
Current Valid License	License to practice from the appropriate state licensing agency	Yes	Yes	State Board of appropriate licensing agency	Within 180 days prior to credentialing/re-credentialing decision
Valid DEA Certificate(if applicable)	If physician's DEA is pending, may credential physician; however, another DEA-certified contracted physician will have to agree to write all prescriptions that require a DEA until physician's pending DEA is finalized. Once the DEA is obtained by the physician, verification must be completed.	Yes	Yes	Copy of certificate, visual inspection of original certificate, confirmation with the DEA or CDS agency, confirmation with the National Technical Information Service (NTIS) database, or confirmation with the AMA Physician Master File	Prior to credentialing decision, except for ICSW Medicare MAPD (NTX-Vital Traditions), which must be within 180 days prior to credentialing/re-credentialing decision
Education	Verify the highest level of education and training: 1) graduation from medical/professional school; 2) residency, if applicable; 3) board certification, if	Yes	No	Graduation from Medical School: <ul style="list-style-type: none"> • AMA Physician Master File • Medical School or Podiatry School • American Osteopathic Association (AOA) Official Osteopathic Physician Profile Report or AOA Physician Master File • Educational Commission for Foreign Medical Graduates (EDFMG) for international medical graduates licensed after 1986 • State licensing agency if primary source verification obtained Completion of Residency Training:	Prior to credentialing

and Training

applicable

- Residency training program
- AMA Physician Master File
- AOA Official Osteopathic Physician Profile Report or AOA Physician Master File
- State licensing agency, if primary source verification

decision

- obtained
- Federation Credentials Verification Service (FCVS) for closed residency programs Non-Physician Behavioral Healthcare
- Professional Education & Training:
- Professional school
 - Specialty or board or registry, if the board or registry performs primary source verification of professional school training

Board Certification (if applicable)	Delegated Entity Responsibilities (as defined in this agreement)	Yes	Yes	<ul style="list-style-type: none"> • American Board of Medical Specialties (ABMS), its member boards, or an official ABMS display agent where a dated certificate of primary source authenticity has been provided • AMA Physician Master File • AOA Official Osteopathic Physician Profile Report or AOA Physician Master File • State licensing agency, if primary source verification is obtained decision 	Within 180 days prior to credentialing/re-credentialing
Malpractice History	5 years	Yes	Yes	National Practitioner Data Bank – Healthcare Integrity and Protection Data Bank (NPDB-HIPDB) or Insurance Carrier	Within 180 days prior to credentialing/re-credentialing decision
Sanctions	Medicare, Medicaid, and State; restrictions on licensure and/or limitations on scope of practice	Yes	Yes	NPDB, OIG, state licensing agency or board, or Federation of State Medical Boards	Within 180 days prior to credentialing/re-credentialing decision
Eligibility for Participation in Medicare	N/A	Yes	Yes	Review of CMS’s Medicare Individual Provider File	Within 180 days prior to credentialing/re-credentialing decision
Hospital Institution/Affiliation	N/A	Yes	Yes	Attestation through the Texas Standardized Application	Prior to credentialing/re-credentialing decision

Work History	N/A	Yes	No	Five (5) years history, no gaps in history exceeding six (6) months; gap in work history that exceeds one (1) year must be clarified in writing	Within 365 days prior to credentialing decision, except for Medicare Advantage, which is 180 days prior to credentialing decision
Liability Coverage	As required by the institution in which the practitioner contracts and provides services	Yes	Yes	Insurance Carrier (a copy of the insurance face sheet or attestation by the practitioner)	Within 365 days prior to credentialing/re-credentialing decision

Data & Report Elements

Practitioners credentialed, recredentialed, terminated or who have any changes are to be reported to SWHP monthly by Delegated Entity in the defined format attached as **Attachment A**.

- For practitioners who are initially credentialed and recredentialed, Delegated Entity must provide all of the data elements in the attached format contained in **Attachment A**. Delegated Entity's failure to provide all of the required data elements in the required format will result in a rejection of the provider file, impacting the practitioner's active status and claims payment with SWHP.
- For practitioners that are terminated, Delegated Entity must provide the practitioner's first and last name, group name, TIN, NPI, effective date of termination and PCP designation within 60 days of termination effective date. The required format and data elements are contained in **Attachment A**.
- For active practitioners that have changes, Delegated Entity must provide the practitioner's first and last name, group name, TIN, NPI, effective date of change and details of change within 15 days of the effective date or as soon as reasonably possible. The required format is contained in **Attachment A**.

Attachment A
Data Reporting Format

The SWHP required format for data reporting and submission is contained in a separate excel document attached to this agreement. Delegated Entity must use the format in **Attachment A** for all data submissions unless an exception is provided in writing by SWHP.