**Delegation Program Description**

**Section:** Company and Employee Standards

**Compliance:** URAC Specialty Pharmacy 2.1

**URAC Standards:** PHARM Core 6, 7, 8, 9

**Policy ID:** 1.15

**Approved by:**

1. **Overview**

<insert practice name> is a Specialty Pharmacy organization that may delegate certain functions of its program services through a written agreement or contract. In this situation, <insert practice name> establishes and implements criteria and processes for an assessment prior to the delegation of programs or functions that are within the scope of URAC accreditation. **[PHARM Core 6****]**

1. **Delegation Approval Criteria**

<insert practice name> carefully monitors any activities performed and any responsibilities assumed by another entity whenever those activities are covered under accreditation standards and/or other applicable laws or regulations. An entity that performs delegated activities on behalf of <insert practice name> will be referred to as a “Delegate.”

<insert practice name> adheres to the following criteria for approving delegation of activities of a contractor: **[PHARM Core 7(b)]**

* Potential Delegate must demonstrate ability to adhere/comply with URAC Standards relevant to the functions that they are being contracted to perform.
* Potential Delegate must demonstrate ability to adhere/comply with applicable state and federal laws and regulations relevant to the functions that they are being contracted to perform.
* Potential Delegate must demonstrate that it has adequate resources (e.g., IT/IM, Equipment, and Staffing) to implement the functions that they are being contracted to perform.
* Potential Delegate must be willing and capable of complying with <insert practice name> delegation oversight activities including Pre-assessment and Annual Delegation Reviews and Performance Reporting as delineated in the <insert practice name> Delegation Agreement.

<insert practice name> does not have, nor does it anticipate having, any business functions/relationships conducted through outsourcing (services performed outside of the United States).

As of <month> 20XX, the Quality Management Committee recognizes all existing delegates as meeting the required qualifications based upon their history of service to the company. Potential delegates in the future will be evaluated as prescribed.

1. **Pre-assessment Delegation Review [PHARM Core 7]**

In order to evaluate a potential Delegate’s capacity to meet <insert practice name> Delegation Approval

Criteria, a formal review is performed. The pre- assessment includes a review of the potential Delegate’s applicable written Policies and Procedures and other documents to confirm compliance with the delegation criteria, applicable URAC standards, and any applicable laws and regulations. **[PHARM Core 7(a)]** If the Delegate is URAC accredited the pre- assessment is not required.

Other sources of information may also be used to complete the pre-assessment and verify that the potential Delegate has adequate resources (e.g., IT/IM, equipment, staffing) to implement the functions that they are being contracted to perform:

* Interviews (telephonic or on-site) and exchange of information with potential Delegate’s staff
* Screen Prints of potential Delegate’s electronic documentation/record system

An onsite review may be performed if there is indication that further information is necessary to determine appropriateness.

A summary of the Pre-Assessment Delegation Review is completed and presented to the <insert practice name> Quality Management Committee. The Quality Management Committee evaluates the results and makes a determination of the Contractor’s delegation approval status. **[PHARM Core 7(b)****]**

1. **Written Delegation Agreement [PHARM Core 8]**

<insert practice name> enters into clearly defined written agreements that hold Delegates accountable for specific program activities and provide recourse, which may include canceling the contract when the Delegate’s performance does not meet mutually agreed upon performance standards.

The documented Delegation Agreement minimally includes the following:

* Specific duties and responsibilities of the Delegate and those retained by <insert practice name>. **[PHARM Core 8(a)]**
* Requirement that services be performed in accordance with <insert practice name> requirements and URAC standards. **[PHARM Core 8(b)]**
* Requirement that the Delegate inform <insert practice name> of any material change in its ability to perform delegated activities. **[PHARM Core 8(c)]**
* Process by which <insert practice name> evaluates the Delegate’s performance including at least annual Delegation Reviews and semi-annual Performance Reporting and any additional surveys as needed. **[PHARM Core 8(d &e)]**
* Recourse, including revocation of the delegation and canceling of the Agreement by <insert practice name>
* Pharmacy if the Delegate does not fulfill its obligations. **[PHARM Core 8(f)]**
* Requirement for prior approval by <insert practice name> of sub-delegation of any services by the Delegate. **[PHARM Core 8(g)]**
* Services sub-delegated by Delegate shall be subject to all terms and conditions of the written delegation agreement between Delegate and <insert practice name> and shall be provided in accordance with URAC standards. **[PHARM Core 8(h)]**
1. **Periodic Delegation Assessment [PHARM Core 9]**

<insert practice name> evaluates Delegate performance by conducting an annual assessment. The assessment includes a review of the Delegate’s applicable written Policies and Procedures and other documents of activities related to delegated functions to confirm continued compliance with applicable URAC standards, and any applicable laws and regulations. **[PHARM Core 9(a)]** If the Delegate is URAC accredited and maintains that accreditation, the annual assessment is not required.

Additional sources of information may be requested to complete the annual assessment and verify that the Delegate has maintained adequate resources (e.g., IT/IM, Equipment, Personnel, etc.) to implement the functions that they are contracted to perform:

* Interviews (telephonic or on-site) and exchange of information with Delegate’s staff
* Screen Prints of Delegate’s current electronic documentation/record system

An onsite review may be performed if there is indication that further information is necessary to determine compliance.

A summary of the Annual Delegation Review is completed and presented to the <insert practice name> Quality Management Committee. The Quality Management Committee evaluates the results and makes a determination of the Contractor’s continued delegation status.

<insert practice name> routinely monitors Delegate performance for compliance with contractual requirements and <insert practice name> policies and documented procedures. This review may include: **[PHARM Core 9(b)]**

* Tracking and trending of identified performance and outcome measures provided in at least semi-annual Delegate Reports.
* Conducting systematic audits of cases/files relevant to the delegated services performed by the Delegate.
* Monitoring Complaints about aspects of services the Delegate performs.
* Monitoring of the Delegate’s use of financial incentives to ensure quality of care and services is not compromised. **[PHARM Core 9 (c)]**

<insert practice name> collaborates with Delegates to ensure that policies and processes are modified to reflect any changes in accrediting and/or regulatory requirements.

1. **Failure to Perform**

If the annual assessment (or other reviews or ongoing monitoring) indicates failure on the part of the Delegate to meet <insert practice name> contractual requirements, policies or URAC standards the results will be referred to the Quality Management Committee for review and recommendations.

Results of Delegation Review and/or performance monitoring as well as Quality Management Committee recommendations are communicated to the Delegate in writing. <insert practice name> will work with the Delegate to address and correct any concerns in its effort to continuously improve processes and provide services. The Delegate will have 30 days to respond with a written Corrective Action Plan (CAP) indicating:

* Plans taken to immediately correct deficiencies that impact Consumer health and safety;
* Plans to correct/revise policies and/or processes that fail to meet other contractual and/or accreditation requirements within 90 days.

Should the Delegate not take action to correct the areas of non-compliance within the agreed upon timeframes, the <insert practice name> Pharmacy Manager may recommend revocation relative to this area of delegation to the Quality Management Committee.

Reviews or re-audits are conducted as needed to assure corrective actions have been effective in improving previously identified deficiencies.

1. **Documentation of Delegation Over****sight**

<insert practice name> documents its assessment and ongoing monitoring of delegated business entities by maintaining a Delegation File (electronic, hard copy or both) that contains the following:

* Copy of written delegation agreement
* Copies of pre-Assessment and annual delegation reviews
* Copies of Delegate’s applicable policies and procedures and other submitted documents
* Copies of Delegate’s Performance Reports
* Copies of any plans for corrective action and follow-up reviews
* Copies of written communications between <insert practice name> and Delegate

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