

2017



AANP Approved Provider Policy Handbook

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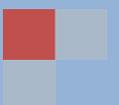


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1.0 INTRODUCTION

AANP Approved Providers are individuals or groups who have demonstrated the ability to design, implement, and evaluate continuing education (CE) activities for nurse practitioners (NPs) without constant or close supervision. Approved Providers are permitted to develop and provide an unlimited number of NP CE activities during the approval period. Approved Providers may include individuals, associations, organizations, educational institutions, and other organizations that provide CE to NPs. An AANP Approved Provider is not granted authority to approve the activities of others for AANP credit.

2.0 PURPOSE

To establish and maintain guidance for Approved Providers who develop high quality continuing education for NPs.

3.0 DEFINITIONS

The following terms are AANP's definitions related to accreditation:

Accreditation Criteria: The requirements that must be met to be approved for AANP accreditation.

Activity: A CE activity is an educational offering that is planned, implemented, and evaluated in accordance with the AANP Accreditation Criteria, Standards, and Accreditation Policies.

Activity Sponsor/Provider: AANP defines the accreditation applicant as the activity's sponsor and/or provider, the institution or organization providing the CE activity. When activities receive commercial or other external funding, the grantor is designated as the "funder" or "supporter", not sponsor or provider. A commercial interest may not serve as the sponsor or provider of an AANP-accredited activity.

Commercial Interest: AANP adopts the ACCME definition of commercial interest which is any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. This does not include most non-profit organizations (non-profit organizations that advocate for commercial interest are not eligible for AANP accreditation), government organizations, or non-health care organizations. AANP does not consider providers of clinical service directly to patients to be commercial interests. **A commercial interest is not eligible for AANP accreditation and in no manner interfere with a CE activity.**

Commercial Support: Monetary or in-kind contribution given by a commercial interest for the support of an education activity or project.

Conflict of Interest: AANP considers financial relationships (in the immediately preceding 12 months) to create conflicts of interest in continuing education when individuals have both the opportunity to influence the content of a CE activity and have a financial relationship with a commercial interest. AANP requires anyone able to influence or control the CE content to disclose any financial relationships with commercial interest of their own and/or their spouse/partner in the preceding 12 months.

Continuing Education Series: 1) Multi-component activity where all pieces build on one another or are specific to a single disease process; or 2) an activity that is repeated but remains the same in content for each offering.

Directly-Provided Activity: An activity that is planned, implemented, and evaluated by the AANP Approved Provider. This definition includes activities that are offered by two accredited providers (formerly defined as a co-provided activity). In this relationship, the other accredited provider may or may not be a AANP Approved Provider. In the case of two AANP Approved Providers developing an activity, one entity must be identified through its letter of agreement (LOA) as having final responsibility for awarding AANP credit and activity data collection.

Enduring Materials: Enduring materials are activities that “endure” and are accessible over an extended period, allowing for independent study.

Faculty/Speaker: 1) A qualified NP activity faculty member/speaker must have expertise based on education and experience on the topic and/or population covered. For example, a gerontological NP should not be faculty on a topic specific to pediatric patients. 2) Pharmacology content must be presented by a prescriber (e.g., NP, PA, MD/DO, Pharm.D., or pharmacist/pharmacologist). 3) Employees of commercial interests may NOT serve as faculty or planners if the content the employee controls relates to the business lines and/or products of the commercial interest employer. An employee of a commercial interest may be allowed to serve as faculty or planner if the content controlled by the employee is not related to the business lines and/or products of the commercial interest employer.

Independent Peer Review: A documented critical evaluation performed by a peer that is a qualified expert in the same content area that is being reviewed. **The peer reviewer must not be associated with the provider or the planning committee and must be independent of the activity being reviewed. The peer reviewer must have no conflict of interest.** Independent peer reviewers must provide documentation that supports their qualification as an expert in the content area, as well other requirements such as a completed disclosure form.

Jointly-Provided Activity: An activity that is planned, implemented, and evaluated by the AANP Approved Provider and a nonaccredited entity.

Joint Providership: AANP adopts the ACCME definition of joint providership as producing an activity that is planned, implemented, and evaluated by the AANP Approved Provider and nonaccredited educational entity. The AANP Approved Provider must take responsibility for the activity when it is presented in cooperation with a nonaccredited organization and must use the appropriate accreditation statement (see section 8.0). **A commercial interest cannot take the role of the nonaccredited entity in a joint providership relationship.**

NP CE and CE Content: A systematic and structured accredited educational process designed to enhance the knowledge and skills of NPs to influence professional performance and evidence-based practice. NP CE goes beyond basic NP academic education to assist the NP to continue to learn. Examples of acceptable content for NP CE includes: information to manage and treat multiple illnesses and conditions in primary care and specialty areas; wellness; prevention; health promotion; legislative/policy issues affecting healthcare and practice; conversational foreign language relevant to healthcare; and business/practice management. Content area such as BLS/CPR, self - improvement, and personal finance are not acceptable

for NP CE credit. CE excludes activities designed for promotion of specific products, services, or devices. **No promotional activities may occur during CE events. This includes distribution of product brochures or product information in conjunction with handouts. No slides or handouts developed by a commercial interest may be used during presentations.**

Pharmacology Content: Pharmacology CE is designed to enhance the learner’s ability to prescribe and/or monitor patients on pharmacotherapy. It includes topics such as pharmacokinetics and clinical applications of drugs. An activity’s objectives and detailed content must support pharmacology credit. Incidental mention of drugs or a pharmacological treatment does not qualify for pharmacology credit.

Provider Statement: The standard statement issued by AANP that must appear on all AANP Approved Provider CE activities and associated materials.

Relevant Financial Relationship(s): AANP adopts the ACCME’s definition of a relevant financial relationship to be financial relationships in which the individual benefits by receiving any amount of compensation that creates a conflict of interest and that occurred in the twelve-month period preceding the time that the individual accepted a role influencing or controlling the content of an AANP accredited activity. Benefits from the financial relationship(s) include salary, royalty, intellectual property rights, consulting fee, honoraria for promotional speakers’ bureau, ownership interest (e.g., stocks, stock options or other ownership interest, excluding diversified mutual funds), or other financial benefit. These financial benefits are usually associated with roles such as employment, management position, independent contractor (including contracted research), consulting, speaking and teaching, advisory committee or review panel participation, board membership, and other activities from which remuneration is received, or expected.

Speakers’ Bureau: Promotional speaking for a pharmaceutical or medical device company to promote the company’s product(s). This type of speaking is considered marketing by the Food and Drug Administration. The presentation consists of using materials created/prepared by the company and may include specific training on the product as part of the participation. This differs from accredited education in which the educational content must be independent of commercial interest influence and must be fair and balanced without promotion of specific products/services.

Supporter: See commercial interest, commercial support, and activity sponsor/provider

4.0 AANP ACCREDITATION STANDARDS

AANP Accreditation Standards are consistent with guidance from the ACCME, FDA, OIG, and PhRMA.

Standard 1: Independence

1.1 CE providers must ensure that decisions regarding the following are made completely free of commercial interest control or influence: 1) determination of educational need; 2) the determination of objectives; 3) selection of individuals or organizations which will be in a position to control or influence the content (e.g., faculty, content experts, activity chair, and planners); 4) content development; 5) selection of educational method/content delivery; and 6) evaluation of the activity.

1.2 The use of an educational activity and/or material developed by a commercial interest is prohibited.

1.3 A commercial interest cannot serve as a partner in a co-provider relationship.

1.4 A commercial interest is not eligible for AANP accreditation.

Standard 2: Fair and Balanced Content

2.1 All activities bearing AANP accreditation must be designed and implemented to provide a fair and balanced coverage of the topic.

2.2 The educational activity must not promote the specific business interest of a commercial interest.

2.3 Generic names must be used throughout the educational activity. The first time the generic drug is mentioned in print, the brand name(s) may follow once only, in parentheses.

2.4 Any planned discussion of off label, experimental, or investigational use of drugs or devices must be disclosed; this information must be repeated at the time the actual discussion occurs within the activity.

2.5 Activity evaluations must include measurement of any perceived commercial or other bias related to the educational activity.

Standard 3: Disclosure Related to Potential Conflict of Interest

3.1 Any individual who is in a position to have influence or control of the educational content must disclose any relevant financial relationships (see definition of relevant financial relationships) prior to the approval of AANP continuing education credit.

3.2 Learners must be informed of relevant financial relationships; in the absence of any financial relationship, learners must be informed that no financial relationship exists.

Standard 4: Resolution related to Conflict of Interest

4.1 CE providers must have a mechanism in place to identify and appropriately resolve all conflicts of interest prior to the implementation of the educational activity.

4.2 CE providers must document that anyone that is in a position to have control of the education activity content has disclosed all relevant financial relationships to the CE provider prior to the implementation of the education activity.

4.3 If any individual that is in a position to control the content of the education activity refuses or fails to disclose relevant financial relationships, the individual must be disqualified and a replacement identified.

Standard 5: Appropriate Use of Commercial Support

5.1 CE providers must make all decisions regarding the use and disbursement of commercial support independently, free from commercial influence.

5.2 A written, signed agreement detailing the terms, conditions, and purposes of the commercial support, which adheres strictly to the rules and restrictions governing commercial support as set forth in this Handbook, must exist between the commercial supporter and the CE provider, as well as between any additional educational partners and the CE provider, if applicable.

5.3 CE providers must have policies and procedures in place governing the appropriate use and disbursement of commercial support to include honoraria and reimbursement of out of pocket expenses for planners, faculty, co-providers, and partners, if applicable.

5.4 Social events or meals must be conducted appropriately without competing with or taking precedence over the education events.

Standard 6: Acknowledgment of Commercial Support

6.1 All commercial support or other support (financial or in-kind) must be acknowledged to the learners prior to education content delivery.

6.2 Acknowledgement of the support must be included on any activity announcements, invitations, or marketing materials. Should funding be pending at the time of printing or publishing these materials, a statement regarding the potential funding must be included (e.g., *This educational activity may receive support through an educational grant from a commercial interest*). Appropriate acknowledgement of any commercial support received will be provided at the time of the education activity, if applicable.

Standard 7: Separation from Promotion

7.1 Commercial exhibits or advertisements must not influence CE content or interfere in any way with the CE presentation or materials, nor can they be a condition that influences commercial support.

7.2 Product promotion or product-specific advertisement or marketing of any type is prohibited in the same space before, during, or after a CE activity.

7.3 Education content developed by a commercial interest may NOT be used during a CE activity. This includes distribution of product brochures or product information in conjunction with handouts.

7.4 Use of a commercial interest or commercial supporter's logo on CE activity materials is prohibited.

5.0 ELIGIBILITY REQUIREMENTS

The following eligibility requirements must be met for Approved Provider application consideration:

1. The initial applicant must have had at least three (3) approved Individual Activity accreditation applications with AANP to demonstrate experience in planning, implementing, and evaluating NP continuing education activities.
2. The applicant's philosophy of continuing education must be consistent with NP education and with AANP's Standards for accreditation.
3. The applicant must sign and acknowledge understanding and intention to abide by the AANP Approved Provider Policy and Standards.
4. At least one Master's or Doctorally-prepared NP must be involved in the planning and evaluation of each activity bearing AANP credit. The qualifications of this individual(s) must be further established through submission of a curriculum vitae.
5. The applicant must have established policies demonstrating the means to efficiently implement a continuing education program. These policies must also specify provider accountability and indicate adherence to AANP Standards and criteria for NP continuing education.
6. The provider must demonstrate familiarity with the guidance provided by the FDA, OIG, PhRMA, and ACCME on industry-supported, accredited activities.
7. The renewal applicant with prior disciplinary action (not to include termination) in the previous approval period must have met all re-instatement criteria as specified for application consideration (see section 11.0)

6.0 CRITERIA

Certain criteria are universally expected by AANP, as well as by certification and regulatory bodies when considering the appropriateness and quality of an educational activity:

Avoidance of Commercial Promotion/Influence

AANP recognizes the contribution of commercial funding in supporting professional continuing education, including NP CE. However, it is crucial that commercial support have no influence on the determination of specific program need, development of objectives, specification of content, selection of faculty, or otherwise manipulate or shape CE activities.

1. CE credit may not be awarded for activities designed to promote products, and CE activities cannot be influenced by commercial interest entities. Each provider must have a process in place, which is consistent with the rules and restrictions set forth in this Handbook, through which to identify and result any potential conflict of interest prior to the implementation of activities.
2. Individuals serving on an industry speakers' bureau may be considered as faculty if their clinical area(s) is other than the general focus of their speakers' bureau activities. For topics in the same clinical area as their speakers' bureau activities, faculty may be considered for content limited to areas such as disease prevalence, risk factors, diagnosis, and pathophysiology, i.e. not including therapeutic options beyond incidental mention of broad classes of drugs.
3. Employees of commercial interests may NOT serve as faculty/speaker or planner if the content the employee controls relates to the business lines and/or products of the commercial interest employer.
4. Product advertising or other promotional materials may not be exhibited or circulated during CE activities or in the immediate CE activity space. For enduring activities, this applies to advertising or promotion on adjacent webpages or on content webpages. AANP Approved Providers are responsible for maintaining this standard.
5. Activities provided as continuing education must provide a fair and balanced coverage of all topics addressed. Product advertising is prohibited in enduring educational materials. If disclosures suggest potential conflict of interest and/or potential introduction of bias, the conflict must be resolved prior to implementation of programming.
6. When sponsorship/grants are received from product manufacturers or vendors, it is the provider's responsibility to ensure that the activity complies with the current guidance concerning industry-supported accredited activities, which is consistent with the rules and restrictions set forth in this Handbook.
7. Providers are required to disclose to program participants any current or prior (12 months) significant financial support or relationships between the provider, planner(s), or faculty/presenter(s) and commercial groups. Commercial support for any aspect of an educational program (meal service, honoraria, etc.) must be disclosed to learners. However, acknowledgements must be free of product-specific information.

AANP CE Credit

1. **Contact Hours:** The AANP contact hour of continuing education (1.0 CH) is the equivalent to 60 minutes of learning. Contact hours and continuing education units (CEUs) are not interchangeable or synonymous; the term “CEU” should not be used in relation to AANP-approved CE credit.
2. **Minimum credit:** AANP CE activity will not provide less than 0.25 contact hours (15 minutes of learning).
3. **What constitutes credit:** Credit is awarded only for the educational presentation and for time devoted to questions and answers, which allows for open dialogue on the topic. AANP credit is not awarded for time spent in introductory remarks, breaks, product exhibits, or post activity evaluation.
4. **Experiential Learning Credit:** In addition to didactic presentation, experiential learning can be an excellent means of promoting acquisition of clinical skills and behaviors. While continuing education (CE) credit will be allocated for didactical portions of activities related to experiential learning, further credit will be allocated only for experience which is designed to promote the development of specific skills and behaviors. Examples include relevant time spent in guided/supervised suturing, orthopedic assessment, etc. CE is not allowed for experiential learning provided to the learner to replicate a patient experience, such as time spent in meditation or performing physical exercise. Experiential activities must be evidenced based to receive CE credit. Providers and sponsors of AANP educational activities may be asked provide evidence to support individual activities upon request.
5. **Credit for live activities:** The maximum number of credits will be based on actual amount of time spent on eligible content. When no breaks are designated, the Provider will deduct 15 minutes (0.25 CHs) per segment of educational content exceeding four (4) hours.
6. **Credit for poster sessions:** CE credit may be awarded for poster sessions held in conjunction with “live” activities of at least 1 contact hour in duration. The formula used to determine actual poster session credit awards 0.1 contact hour per 2 posters (i.e. 3 minutes/poster).
7. **Credit for print enduring:** Credit for print-pieces must be based on the Mergener formula (preferred), an alternate formula, or a pilot-test. A Mergener formula calculator is located online at <http://touchcalc.com/calculators/mergener>. Alternatively, a pilot test may be done and must include at least three individuals not involved in planning or developing the activity who must complete the activity and document their time. The names, credentials, and times should be maintained in the activity file. If credit is included for preparation and/or review of content, in addition to the time spent completing the study kit, there must be a statement regarding the “value-added” for added preparation/review time, with rationale for applying credit to this time. The method for verifying successful completion must be evident.
8. **Credit for online enduring:** Credit for online activities must be based on the actual time it takes an individual to reasonably complete each required component of the activity, plus the time to complete the post-test.
9. **Credit for post-test completion:** Although post-test questions provide a final opportunity to reinforce learning on an enduring CE activity, post-test questions are intended as a method to validate participation in an activity, not to be a primary learning tool. Therefore, the amount of credit that can be awarded for time spent in any post-test assessment is limited to no more than 1.5 minutes per question. The amount of credit awarded for post-test completion should represent no more than 25% of the time required to otherwise complete the activity or 15 minutes per activity, whichever is less.
10. **Pharmacology credit:** Pharmacology content must be identified in the activity description and supported by an activity’s clearly defined and measurable objectives. Pharmacology content must be presented by a prescriber (e.g., NP, PA, MD/DO, Pharm.D., or pharmacist/pharmacologist).

11. **Claimed credit:** Learners should claim credit only for the portion of the activity they attended and successfully completed.
12. **Retroactive credit:** AANP credit may not be awarded for any educational activities presented prior to notification of approved status, or during a disciplinary suspension period.
13. **Withdrawal of credit:** AANP reserves the right to rescind credit (see section 11.0). In the event that credit is rescinded, the provider must contact learners to inform them that the specific CE is not valid. Examples for which credit may be withdrawn, but are not limited to:
 - a. Failure of the planners or faculty to disclose relationship with a commercial entity
 - b. Failure of the planner or faculty to disclose funding, support, or other assistance received for the activity
 - c. Changes in the educational objectives, content, faculty, or methodology
 - d. Evaluations indicating strong bias in content
 - e. Promotional activities included in the same space as the CE activity

Educational Content

1. The content of the educational activity must demonstrate an enhanced level of learning and, in clinical topics, promote improvements in the quality of healthcare established by evidence-based practice.
 - a. The educational activity must be based on an identified continuing education need for nurse practitioners.
 - b. Faculty/speaker presenting the accredited activity will possess the appropriate education level and experiential knowledge in the topic presented (see definition for "Faculty").
 - c. Examples of acceptable content for NP CE includes information to assess, diagnose, manage, and treat multiple illnesses and conditions in primary care and specialty areas; wellness; prevention; health promotion; legislative/policy issues affecting healthcare and practice; conversational foreign language relevant to healthcare; and business/practice management. Content areas such as BLS/CPR, self-improvement, exercise or stress reduction techniques for provider benefit, and personal finance are not acceptable for NP CE credit.
2. The educational activity must include measurable, participant learning objectives describing anticipated change in knowledge, skills, or attitude.
 - a. For activities with multiple sessions, units, chapters, etc., the objectives should be specific for each.
 - b. For pharmacology credit, measurable objectives related to the pharmacology content must be included.
3. Faculty must disclose any discussion of off-label, experimental, or investigational use of drugs or device, along with a description of the evidence in support of the use
4. For any potential source of bias or conflict identified, the provider must take measures to ensure that content is fair and balanced and provide a notation to describe the measures taken. Options for conflict resolution include:
 - a. Limit speaker and session to content not including therapeutic options.
 - b. Add a second speaker (without any commercial relationships) to present the content on therapeutic options.
 - c. Replace the speaker with another qualified individual who is free of commercial relationships.

Required Activity Components

The following components must be considered and identified during the activity's planning phase:

1. Live Activities:
 - a. the basis for educational need
 - b. course outline, including: objectives, content summary, related time periods, and teaching methods
 - c. total number of contact hours
 - d. name and credentials of each speaker/faculty member
 - e. disclosures for each faculty member and activity planner
 - f. statement of COI resolution, if indicated
 - g. course evaluations tool
 - h. any co-providership arrangement
 - i. any commercial or third-party funding/programs support
2. Enduring/Independent Study CE Activities:
 - a. Include all above information required for didactic/traditional activities
 - b. Method used to determine contact hours (Mergener formula, pilot test results, etc.):
 - **Print:** the Mergener formula is the recommended method for determining credit.
 - **Pilot test:** at least three individuals not involved in planning or developing the activity must complete the activity and document their time. The names, credentials, and times should be maintained in the activity file. If credit is included for preparation and/or review of content, in addition to the time spent completing the study kit, there must be a statement regarding the “value-added” for added preparation/review time, with rationale for applying credit to this time. The method for verifying successful completion must be evident.

Certificate of Completion

1. A copy of the certificate of completion for AANP CE credit must be provided for participants who complete the CE activity.
2. Certificates of completion must not be issued to the participants until the conclusion of the AANP accredited activity.
3. The content on the certificate must include:
 - a. Name of the participant
 - b. Title of the educational activity
 - c. Location of the educational activity
 - d. Date of the educational activity
 - e. Name of person coordinating the activity
 - f. Sponsor/provider name
 - g. Total contact hour(s)
 - h. Applicable pharmacology hours
 - i. The appropriate approval statement (see section 8.0)

Evaluations

1. Evaluations for each individual education activity must include:
 - a. An item to assess whether learners perceived any commercial bias or other lack of balance in the program's content. If perceived commercial bias is detected, the provider must document actions taken to prevent perceived bias in future programs,
 - b. If learning objectives were met,
 - c. Faculty knowledge on the topic;

2. In addition to evaluating individual educational activities, approved providers must have a sufficient and objective plan in place through which the overall continuing education program is evaluated, at least annually. The policy identifying the method(s) used to evaluate the overall program must include indications of how evaluation outcome will be used to revise policies and procedures and to improve the future program.

Record Maintenance

Providers must maintain activity records for at least six (6) years. Records should include a copy of the approved activity, any related announcement(s), activity date/time, participant roster, credit awarded, evaluation summary, certificate copy, and any related documents. Records may be maintained in hard copy or electronic-format.

- a. When an activity is provided on multiple occasions, records for all iterations must be maintained at least six (6) years after the last presentation;
- b. No information regarding NP attendees should be released to third parties without permission of the learners.

Directly-Provided and Jointly-Provided Activities

1. AANP Approved Providers may ONLY provide activities that they design and implement, including those involving joint providerships. When jointly-providing, the AANP Approved Provider must be able to demonstrate their involvement in all phases of:
 - a. determining the need and selecting the faculty;
 - b. planning, implementation, and evaluation of the activity;
 - c. determining and awarding credit;
 - d. maintaining all records associated with the activity.
2. If approached by an entity seeking credit for an activity that is already planned and/or developed, the Provider must refer the entity to an accrediting body, such as AANP. **While AANP Approved Providers may partner with other organizations in development and implementation of CE activities, they must be involved in all phases of the program planning, development, implementation, and evaluation in order for the activity to be considered the work of the Approved Provider.**
3. In the case of a collaboration or partnership in which AANP credit is awarded, the Approved Provider maintain a copy of the letter of agreement (LOA) as part of the activity file. The agreement must specify the responsibility of the Provider to be involved in all phases of the activity, including maintenance of the activity records following the activity. Additionally, all activity material must clearly identify the Provider as a provider/sponsor of the activity, rather than imply that the Provider has reviewed and/or accredited the activity.
4. **A commercial interest cannot take the role of the nonaccredited entity in a joint providership relationship.**
5. **At no time may the AANP Approved Provider collect monies related to providing AANP credit.**

7.0 APPLICATION SUBMISSION AND REVIEW PROCESS

Complete Approved Provider applications must be submitted electronically to CEapps@aanp.org and accompanied by the appropriate fee (indicated in the application packet). If the file is too large to send

with a single email, multiple emails and attachments are allowed. If unable to send multiple emails, contact CEapps@aanp.org for an uploader link with specific instructions for use.

- **Initial Applicant:** The application must be submitted at least eight (8) weeks prior to the date on which the applicant would like to provide the first educational activity as an AANP Approved Provider.
- **Renewal Applicant:** Current Providers will be emailed renewal information 90 calendar-days prior to the end of their approval period. The renewal application will then be due at least six (6) weeks prior to the end of their approval period to ensure adequate review time and re-designation so the Provider can continue to offer AANP credit.

The applicant will receive an electronic confirmation receipt within three (3) business-days, and the review process will begin at that time. The applicant will be contacted promptly to provide any added information or clarification if necessary for the review process. Applications with significant deficiencies will be returned to the applicant via email, along with a list of the identified deficiencies.

Once all deficiencies have been corrected, the packet can be submitted once more without incurring additional review fees. The review will be completed within one month of receipt of a complete application. The applicant will be notified of the applicant's review status via email with: "approved", "review pending documentation", or "denied".

Explanation of status:

1. **Approved:** see section 8.0
2. **Review pending documentation:** the applicant has 15 business-days to submit the additional documentation or clarification necessary to continue the review. If the applicant fails to provide the specified documentation in this timeframe, the status will be moved to "denied".
3. **Denied:** applicants will be notified if their submission is not approved. If denied, the review fee is not refunded. Examples of reasons for denial include, but are not limited to:
 - AANP Standards and/or Policy were not met
 - The educational content was not appropriate for the NP audience
 - The AANP Approved Provider eligibility criteria were not met
 - Requests for additional review documentation were inadequate or not addressed

8.0 APPROVAL

Approved Provider applicants will be notified by email when their application reviews are complete and approved. **The approval period for new/initial applicants is one (1) year, and current/renewal applicants is two (2) years**, beginning with date of emailed approval.

An approval letter and certificate will be sent via mail and email to the designated contact on the application. The emailed document will include:

- The correct statement to be used on websites and activity documentation as an AANP Approved Provider.
- The AANP Approved Provider logo with instructions for use. This logo must be used unaltered and only with the accreditation statement. The size of the logo should be proportional to the

accreditation statement. Providers must avoid any implication that AANP is involved in an individual activity in any way (co-sponsor, partner, etc.).

Identification of AANP Approved Provider Status

All potential and actual participants of educational activities implemented by an AANP Approved Provider must be notified of the provider’s status as an approved provider. The designated logo and statement must be included in all advertisements and activity documents, along with the provider’s AANP provider number.

For directly-provided activities, the following statement must be used:

“(Provider Name) is accredited by the American Association of Nurse Practitioners as an approved provider of nurse practitioner continuing education. Provider number: XXXXXX.”

For jointly-provided activities, the following statement must be used:

“This activity has been planned and implemented in accordance with the accreditation Standards of the American Association of Nurse Practitioners (AANP) through the joint providership of (name of accredited provider) and (name of accredited provider). The (name of accredited provider that is assuming responsibility of the activity) is accredited by the American Association of Nurse Practitioners as an approved provider of nurse practitioner continuing education. Provider number: XXXXXX”

9.0 RENEWAL

The Approved Provider will be placed in a quarterly renewal schedule based on the Provider’s approval month. The Provider will be notified via email at the beginning of their designated quarter of the Provider’s upcoming expiration. The renewal application is due at least six (6) weeks prior to the end of the Provider’s approval period. AANP will complete the review by the last day of the Provider’s designated anniversary date. **The approval period for new/initial applicants is one (1) year, and current/renewal applicants is two (2) years**, beginning with date of emailed approval.

You are Approved:	Your Quarter is:	Renewal Application Due:	Your Anniversary Date:
January 1 – March 31	1 st Quarter	February 15	March 31
April 1 – June 30	2 nd Quarter	May 15	June 30
July 1 – September 30	3 rd Quarter	August 15	September 30
August 1 – December 31	4 th Quarter	November 15	December 31

Notification of Provider Changes: AANP must be notified electronically to CEapps@aanp.org within 30 business-days of any significant changes in the accredited approver organization/entity. Examples of significant changes include, but are not limited to: change in ownership, administrator, address, NP planner(s), or change in other Provider status.

10.0 AUDITS

AANP Approved Providers are subject to auditing at any time during their two-year approval period. Upon request, the Provider will provide AANP a complete list of activities to review from a specified

period, and/or a full access login to all online activities for auditing. The Provider will submit all information maintained on the select activities via email to CEApps@aanp.org within 30 business-days. Failure to comply with AANP policies and/or to maintain appropriate records may result in disciplinary actions (See Section 11).

11.0 DISCIPLINARY PROCESS

AANP reserves the right to review and investigate all complaints and/or credible evidence of any alleged violation(s) of AANP Approved Provider Policy or Standards related to an AANP Approved Provider. When AANP has received evidence that allows it to reasonably conclude a violation of severity has occurred, AANP may, in accordance with this Section 11, place the Provider on probation, rescind specific credit offered by the Provider, suspend, or fully terminate the Approved Provider agreement. Probation and suspension are not prerequisites to termination; AANP may terminate without first implementing other disciplinary steps if it determines, in its reasonable discretion, that the severity of the violation warrants immediate termination. AANP may, subject to its reasonable discretion, extend any of the time periods for notice as provided for within this section 11.

Investigational Process

AANP must utilize the following process when determining if disciplinary action is appropriate:

- I. AANP will review the complaint or alleged violation to determine if it relates to violation of AANP's Approved Provider Policy, Standards, or professionalism while providing AANP accredited activities.
 - a. If the complaint or alleged violation does not relate to the Provider's compliance with AANP's Approved Provider Policy, Standards, or professionalism and/or AANP does not qualify the complaint or alleged violation as valid, the investigational process will then be closed and no further action will ensue. A statement by AANP with rationale for the decision will be attached to the complaint or alleged violation and filed in the Provider's electronic file. AANP shall notify the Provider, via email with delivery and read receipt enabled, about the complaint or alleged violation investigated.
 - b. If AANP determines that the complaint or alleged violation does relate to the Provider's compliance with AANP's Approved Provider Policy, Standards, or professionalism, then AANP will notify the Provider via email with delivery and read receipt enabled. This notice of complaint will specify the allegation(s) and may include a request for additional clarification, documents, or data from the Provider for investigational purposes. The complainant will be notified via email with delivery and read receipt enabled with basic information about the investigation and timeline for completing the investigation.

The Provider must comply with any emailed request for information from a member of AANP and agree to reasonably participate in a review of any complaint or alleged violation of AANP's Approved Provider Policy. Violations may include, but are not limited to:

- Failure to meet AANP Standards and Policies;

- Violation of any local, state or federal laws/regulations that affects the Provider's ability to maintain Standards;
 - Misrepresentation and/or misuse of AANP accreditation logos and statements provided by AANP;
 - Multiple written complaints by consumers/others or investigations regarding the Provider;
 - Dishonest or unethical conduct or conduct reflecting unfavorably on the professional image of AANP.
- II. The Provider has 10 business-days to respond via email with delivery and read receipt enabled to ceapps@aanp.org. In this initial response, the Provider shall either admit to the allegations with intentions to comply with the investigation process, or will deny the allegations with intentions to submit documentation or evidence to support the denial. Failure to reply to the allegations within the 10-day period may lead to automatic termination of the Provider in the program. The Provider will then be notified via certified mail that a change of status to termination has occurred due to noncompliance with an AANP disciplinary investigation request.
- III. If the Provider denies the complaint allegations, a 15 business-day period will be provided for the Provider to supply the documentation or evidence to support the rebuttal via email with delivery and read receipt enabled to ceapps@aanp.org. AANP has 15 days from the date of receipt to review the denial documentation and issue a response/decision. A formal hearing will not be held. The Provider will be promptly notified of AANP's response/decision via certified mail.

Disciplinary Procedure

If, after review or investigation of the complaint, allegation, or credible evidence, AANP determines probation, suspension, or termination must be imposed, AANP must take the following actions to provide due process to the Provider:

- i. **Probationary Status:** if the Provider is found to be noncompliant with AANP Standards and Policies, but the offense is deemed, in consideration of such Standards and Policies, minor by AANP, the Provider will be placed on probation for a period of no less than 90 calendar-days and no more than 1 year. Requests for early termination of probation will not be considered. While on probation, AANP Provider status is maintained and the Provider may continue to provide CE activities and award AANP credit. During this time the Provider must demonstrate correction of the error(s) through compliance with random documentation and/or audit requests during the probation timeframe at the discretion of AANP. The Provider's probationary status shall be evaluated and addressed as follows:
- a. Completion of probationary status: The Provider has complied with all requests for information; has demonstrated the correction of the identified error(s) that induced probation; has refrained from additional policy violations during the probationary period; and has met the time agreement for the probation;
- b. Failure to complete probationary status: The Provider has been delinquent with or has failed to respond to requests for information; has not demonstrated the correction of the identified

error(s) that induced probation during the specified probation timeframe; and/or has had additional policy violations during the probationary period. Noncompliance with any of the probationary rules will lead to automatic termination from the Approved Provider program.

c. Repeat offense: The Provider has successfully completed one mandated probationary status, but has violated AANP's Approved Provider Policy/Standards once more during the Provider's two-year approval period through the AANP complaint investigation process. In this situation, the Provider will automatically be moved to suspension or termination status as deemed appropriate by AANP based on the offense.

- ii. **Suspended Status**: if the Provider is found to be in noncompliance with AANP Standards and Policies and the offense is deemed, in consideration of such Standards and Policies, a moderate violation by AANP but not terminable, the Provider will be placed on suspension for 90 calendar-days. During this time the Provider must demonstrate correction of the error(s) through compliance with random documentation and/or audit requests during the suspension period at the discretion of AANP. The Provider will be notified of suspension via certified mail with all conditions specified. **Suspended Providers must immediately cease:**
- **Offering Contact Hours**
 - **Referring to themselves as an AANP Approved Provider in any way**
 - **Using the AANP Approved Provider logo/statement**

The suspended Provider will be removed from all AANP listings on the AANP webpages and other documentation during this period. In addition, the following statement must also appear on all activity marketing and/or webpages that the AP utilizes to display CE offerings:

"AANP has placed (Approved Provider) in a Suspended Status due to failure to comply with AANP Standards and Policies as an Approved Provider. This suspension is active until (date). No AANP credit may be awarded by this Provider until reinstated by AANP".

During this time, the Provider must demonstrate correction of the error(s) through compliance with documentation and/or audit requests during the 90 calendar-day suspension period at the discretion of AANP. The Provider's suspension status shall be evaluated and addressed as follows:

a. Completion of suspended status: The Provider has complied with all requests for information; has demonstrated the correction of the identified error(s) that induced suspension; has refrained from additional policy violations during the suspension period; has met the 90-day suspension timeframe, and has paid the post-suspension reinstatement fee;

b. Failure to complete the suspended status: The Provider has been uncooperative with or has failed to respond to requests for information; has not demonstrated the correction of the identified error(s) that induced the suspension period; has had additional policy violations during the suspension period; and/or has failed to pay the post-suspension reinstatement fee. Noncompliance with any of the suspension rules will lead to automatic termination from the Provider program.

c. Repeat offense: The Provider has successfully completed one mandated suspension, but has violated AANP's Approved Provider Policy/Standards once more during their two-year approval

period through the AANP complaint investigation process. In this situation, the Provider will automatically be moved to termination status.

- iii. **Termination:** if the provider is found to be noncompliant with AANP Standards and Policies, has a repeat violation after a completed suspension, or the offense is deemed major, in consideration of AANP Standards and Policies by AANP, the Provider will be fully terminated from the program. The Provider will be notified of termination via certified mail.

Terminated Providers must immediately cease:

- **Offering Contact Hours**
- **Referring to themselves as an AANP Approved Provider in any way**
- **Using the AANP Approved Provider logo/statement**

The terminated Provider will be removed from all AANP listings on the AANP webpages and other documentation. Providers whose approval status has been removed may not re-apply as an AANP Approved Provider. They must provide a detailed transition of services to maintain continuity of their programs that have AANP credit (see Transition of Services, Section 12.0). There will be no pro-rated refund for a terminated Provider.

Appeal Process

Approved Providers may appeal probation, suspension, or termination in writing via certified mail, postmarked within 10 business-days of the notification of status change. The provider must provide all documentation showing correction of any violations with the applicable post-suspension reinstatement fee, and provide detailed plans to prevent the error(s) in the future. The appeal will not include a hearing. AANP will only review the appeal on the grounds for appeal identified by the Provider in the notice received. AANP may, in its discretion, request that the Provider provide additional information, which may increase AANP's time period for response.

AANP will have 10 business-days from the receipt of the appeal to accept or deny the appeal and provide supporting rationale for the decision. AANP will review the appeal as to: (1) material errors of fact, or (2) failure of AANP Approved Provider to apply or follow AANP published criteria, policies, or procedures. The Provider will be notified via certified mail of the decision. If reinstated, the Providers original anniversary dates remain in place and all reports and renewals will remain on the same schedule.

The decision of AANP after an appeals process is final and binding upon the Provider.

12.0 PROVIDER STATUS CHANGES

Voluntary Withdrawal of AANP Approved Provider Status

Should the AANP Approved Provider chose to withdraw their Provider status, a written notice must be sent AANP at least 45 calendar-days prior to the desired termination date. Notifications of voluntary withdrawal of AANP Approved Provider status must be sent to CEApps@aanp.org with confirmation receipt enabled, or by standard mail either certified or with signature required.

American Association of Nurse Practitioners
ATTN: Education Department
901 S MoPac Expressway
Building II, Ste 450
Austin, TX 78746

Include in the written notification:

- Effective date of the change
- The reason for this change
- A transition of service plan for activities offered with AANP credit

On or before the date of the change the Provider must discontinue using the AANP Approved Provider statements of approval, providing AANP credit for all activities, and remove AANP Provider logos from all webpages and activity documentation.

Transition of Services

Discontinuation of services applies to both voluntary and enforced suspension, and termination of AANP Approved Provider status. Providers must send a written transition plan which includes:

- A complete list of all approved activities with AANP credit. This includes expired, current and activities in planning.
- Full explanation of how these activities will be cancelled (removal of AANP credit)
- Detailed explanation of how participants will be notified of removal of AANP credit.
- Explanation of how participants can obtain their records for completed activities after the end date of the Provider's status. This must include contact information and how long participants have access to these records.

Notification of Change

Approved Providers must notify AANP immediately if there are any changes within the organization that affects their ability to provide CE under AANP Standards and Policies. This includes, but is not limited to:

- Change in ownership
- Address change
- Contact change – name, email, phone, fax
- Change in staff – specifically the NP planner
- Change in type of activities being offered
- Any change that affects the Provider's ability to maintain AANP CE Standards and meet AANP policies
- Any media coverage that has an adverse impact related to CE.
- Voluntary withdrawal as an AANP Approved Provider

Send notifications of change to CEApps@aanp.org with confirmation receipt enabled or send standard mail as certified or signature required to:

American Association of Nurse Practitioners
ATTN: Education Department
901 S MoPac Expressway, Building II, Ste. 450
Austin, Texas, 78746