



Corporate Compliance Program

Subject:	CJR Model – Collaborators	Effective Date:	6/1/2018
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Policy

Atlantic Health System’s (“AHS’s”) participation in the Comprehensive Care for Joint Replacement (“CJR”) model, each participant hospital (an “AHS Hospital”) that enters into gainsharing arrangements as permitted by federal regulations must develop and maintain a written set of policies for selecting providers and suppliers for sharing gains (“Gainsharing”) and/or risks as CJR collaborators (“Collaborators”).

Policies must contain criteria for selection of Collaborators related to, and inclusive of, quality of care to be delivered by the Collaborator to beneficiaries during a CJR Episode of Care (“Episode”). A CJR Episode is defined as all Medicare Part A and B items and services described in 42 C.F.R. § 510.200(b) (and excluding the items and services described in 42 C.F.R. § 510.200(d)) that are furnished to a beneficiary described in 42 C.F.R. § 510.205 during the time period that begins with the beneficiary’s admission to an anchor hospitalization and ends on the 90th day after the date of discharge from the anchor hospitalization, with the day of discharge itself being counted as the first day of the 90-day post-discharge period.

Criteria for the selection of Collaborators may not be based directly or indirectly on the volume or value of referrals or business otherwise generated by, or between an AHS Hospital, a Collaborator and any individual or entity affiliated with an AHS Hospital or Collaborator. All Collaborator agreements (“Collaborator Agreements”) must require the Collaborator to have met, or agree to meet, the quality criteria for selection.

AHS Hospitals may enter into Collaborator Agreements with physicians, physician group practices (“PGP”) and home health care providers. The Collaborator Agreements will require all Collaborators to agree to meet the quality criteria for selection. The selection criteria for each provider type is set forth herein.

Procedures

AHS requires that the following selection criteria be met before a provider may become a Collaborator:

1. Physician Collaborator Selection Criteria

Participation in a Gainsharing arrangement as a Collaborator is open to all physicians who meet and maintain the following eligibility requirements:

- a. The Collaborator shall maintain in good standing his or her unrestricted license to practice medicine in the State of New Jersey and shall be and remain a member in good standing on the active medical staff of one of the AHS Hospital's participating in the CJR model with appropriate clinical privileges in his or her specialty.
- b. The Collaborator shall abide by the medical staff bylaws at every AHS Hospital where he or she holds privileges and other applicable general AHS Hospital rules and regulations, including, without limitation, the AHS Corporate Compliance Program and Code of Ethics.
- c. The Collaborator shall comply with all statutes, laws, rules, regulations and ordinances of all governmental authorities, including federal, state and local authorities, including, without limitation, federal criminal law, the False Claims Act, the Anti-Kickback statute, the Civil Monetary Penalties law, the Stark law and any other legal requirement applicable to participation in the CJR model.
- d. The Collaborator shall comply with and abide by the rules, policies and procedures that the AHS Hospital has established or will establish in connection with the Gainsharing program, including, without limitation, quality improvement/management and utilization review/management.
- e. The Collaborator shall not discriminate against a beneficiary based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.
- f. The Collaborator shall not have opted out of Medicare and must be in compliance with all Medicare provider enrollment requirements set forth at 42 C.F.R. Section 424.500, including having a valid and active TIN or NPI, during the term of the Collaborator Agreement.
- g. If the Collaborator is not a Medicaid participating physician, the Collaborator shall enroll with Medicaid as a non-billing provider.
- h. The Collaborator shall notify the AHS Hospital immediately in the event of:
 - i. The Collaborator's loss of certification under Medicare or Medicaid; loss or restriction of the Collaborator's DEA permit; or loss or restriction of the Collaborator's license to practice medicine in the State of New Jersey.
 - ii. Final disciplinary action by the medical staff of any hospital in which the Collaborator is on the medical staff.
 - iii. Removal from any payor panel as a result of exclusion, sanction, or quality of care concerns about the Collaborator.
 - iv. Loss of insurance as required for medical staff membership at any AHS Hospital by the Collaborator.
- i. The Collaborator must have a compliance program that includes oversight of the Collaborator's Collaborator Agreement and compliance with the requirements of the CJR model. If the Collaborator does not have a compliance program, the Collaborator shall create one and incorporate the requirements of the Collaborator's Collaborator Agreement into the compliance program. The

Collaborator shall provide the AHS Hospital with evidence that it has in place the compliance program required by his, her or its Collaborator Agreement.

- j. A Collaborator's eligibility to receive a Gainsharing payment shall be subject to the following conditions:
 - i. No Gainsharing payment shall be made to the Collaborator if the Collaborator is subject to any action for noncompliance with his, her or its Collaborator Agreement or the CJR Final Rule or the fraud and abuse laws, or for the provision of substandard care in CJR Episodes or has demonstrated other integrity problems under any governmental authority, including federal, state and local authorities.
 - ii. The Collaborator must meet quality criteria for the calendar year for which the Gainsharing payment is determined by the AHS Hospital and the Collaborator must have contributed to the care redesign strategies of the AHS Hospital.
 - iii. The Collaborator must directly furnish a billable service to a CJR beneficiary during a CJR Episode that occurred in the calendar year in which the savings was created and must be the orthopedic surgeon who performed the lower extremity joint replacement ("LEJR") procedure.

2. Physician Group Practice Collaborator Selection Criteria

Participation in a Gainsharing arrangement as a Collaborator open to all PGPs that meet and maintain the following eligibility requirements:

- a. The Collaborator shall ensure that all PGP members who will perform the LEJR procedure on a CJR beneficiary maintain in good standing unrestricted licenses to practice medicine in the State of New Jersey and shall be and remain members in good standing on the active medical staff of an AHS Hospital participating in the CJR model with appropriate clinical privileges in his or her specialty.
- b. The Collaborator shall ensure that all PGP members who will perform the LEJR procedure on a CJR beneficiary abide by the medical staff bylaws at every AHS Hospital where the PGP members hold privileges and the Collaborator and PGP members shall abide by other applicable general Hospital rules and regulations, including, without limitation, the AHS Corporate Compliance Program and Code of Ethics.
- c. The Collaborator shall ensure that all PGP members who will perform the LEJR procedure on a CJR beneficiary comply with all statutes, laws, rules, regulations and ordinances of all governmental authorities, including federal, state and local authorities, including, without limitation, federal criminal law, the False Claims Act, the anti-kickback statute, the civil monetary penalties law, the physician self-referral law and any other legal requirement applicable to participation in the CJR model.
- d. The Collaborator shall ensure that all PGP members who will perform the LEJR procedure on a CJR beneficiary comply fully and abide by the rules, policies and procedures that the AHS Hospital has established or will establish in connection with the Gainsharing program, including, without limitation, quality improvement/management and utilization review/management.

- e. The Collaborator shall ensure that all PGP members who will perform the LEJR procedure on a CJR beneficiary shall not discriminate against a beneficiary based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.
- f. The Collaborator shall ensure that all PGP members who will perform the LEJR procedure on a CJR beneficiary shall have not opted out of Medicare and must be in compliance with all Medicare provider enrollment requirements set forth at 42 C.F.R. Section 424.500, including having a valid and active TIN or NPI, during the term of the Collaborator Agreement.
- g. If the Collaborator is not a Medicaid participating provider, the Collaborator shall enroll with Medicaid as a non-billing provider. If any PGP member who will perform the LEJR procedure on a CJR beneficiary is not a Medicaid participating physician, the Collaborator shall ensure that the PGP member enrolls with Medicaid as a non-billing provider.
- h. The Collaborator shall notify the AHS Hospital immediately in the event of:
 - i. The loss of certification under Medicare or Medicaid by the Collaborator or any PGP member who will perform the LEJR procedure on a CJR beneficiary; the loss or restriction of the DEA permit of the Collaborator or any PGP member who will perform the LEJR procedure on a CJR beneficiary; or the loss or restriction of the license to practice medicine in the State of New Jersey of the Collaborator or any PGP member who will perform the LEJR procedure on a CJR beneficiary.
 - ii. Final disciplinary action by the medical staff of any hospital in which the Collaborator or any PGP member who will perform the LEJR procedure on a CJR beneficiary is on the medical staff.
 - iii. Removal from any payor panel as a result of exclusion, sanction, or quality of care concerns about the Collaborator or any PGP member who will perform the LEJR procedure on a CJR beneficiary.
 - iv. Loss of insurance as required for medical staff membership at any AHS Hospital by the Collaborator or any PGP member who will perform the LEJR procedure on a CJR beneficiary.
- i. The Collaborator must have a compliance program that includes oversight of the Collaborator's Collaborator Agreement and compliance with the requirements of the CJR model. If the Collaborator does not have a compliance program, the Collaborator shall create one and incorporate the requirements of the Collaborator's Collaborator Agreement into the compliance program. The Collaborator shall provide the AHS Hospital with evidence that it has in place the compliance program required by his, her or its Collaborator Agreement.
- j. A Collaborator's eligibility to receive a Gainsharing payment shall be subject to the following conditions:
 - i. No Gainsharing payment shall be made to the Collaborator if the Collaborator or any PGP member who will perform the LEJR procedure on a CJR beneficiary is subject to any action for noncompliance with his, her or its Collaborator Agreement or the CJR Final Rule or the fraud and abuse laws, or for the provision of substandard care in CJR Episodes

- or has demonstrated other integrity problems under any governmental authority, including federal, state and local authorities.
- ii. The Collaborator must meet quality criteria for the calendar year for which the Gainsharing payment is determined by the AHS Hospital and the Collaborator must have contributed to the care redesign strategies of the AHS Hospital.
 - iii. To be eligible to receive a Gainsharing payment, the Collaborator must have billed for an item or service that was rendered by one or more members of the PGP to a CJR beneficiary during a CJR Episode that occurred during the calendar year to which the AHS Hospital's net payment reconciliation amount ("NPRA") applied. The item or service rendered by one or more members of the PGP to a CJR beneficiary during a CJR Episode must be the LEJR procedure, performed by a PGP member that is an orthopedic surgeon.
 - iv. The PGP must contribute to the AHS Hospital's care redesign in the CJR model and be clinically involved in the care of CJR beneficiaries. The following is a non-exhaustive list of ways in which a PGP might be clinically involved in the care of CJR beneficiaries:
 - a. Provide care coordination services to CJR beneficiaries during and/or after inpatient admission.
 - b. Engage with the AHS Hospital in care redesign strategies, and actually perform a role in implementing such strategies, that are designed to improve the quality of care for LEJR episodes and reduce the LEJR episode spending.
 - c. In coordination with other providers and suppliers (such as members of the PGP, participant hospitals, post-acute care providers), implement strategies designed to address and manage the comorbidities of CJR beneficiaries.

3. Home Health Care Collaborator Selection Criteria

The AHS Hospital shall select Home Health Care Collaborators based on the AHS Hospital's determination of patient access needs that cannot be met by the AHS Hospital. Participation in a Gainsharing arrangement as a Home Health Care Collaborator shall be conditioned upon the Collaborator's meeting and maintaining the following eligibility requirements:

- a. The Collaborator shall maintain its license in the State of New Jersey.
- b. The Collaborator shall be certified as a Medicare home health provider.
- c. The Collaborator shall comply with all statutes, laws, rules, regulations and ordinances of all governmental authorities, including federal, state and local authorities, including, without limitation, federal criminal law, the False Claims Act, the Anti-Kickback statute, the Civil Monetary Penalties law, the Stark law and any other legal requirement applicable to participation in the CJR model.
- d. The Collaborator shall comply with and abide by the rules, policies and procedures that the AHS Hospital has established or will establish in connection with the Gainsharing program, including, without limitation, quality improvement/management and utilization review/management.

- e. The Collaborator shall not discriminate against a beneficiary based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.
- f. The Collaborator shall not have opted out of Medicare and must be in compliance with all Medicare provider enrollment requirements set forth at 42 C.F.R. Section 424.500, including having a valid and active TIN or NPI, during the term of the Collaborator Agreement.
- g. If the Collaborator is not a Medicaid participating physician, the Collaborator shall enroll with Medicaid as a non-billing provider.
- h. The Collaborator shall notify the AHS Hospital immediately in the event of:
 - i. The Collaborator's loss of certification under Medicare or Medicaid; loss or restriction of the Collaborator's DEA permit; or loss or restriction of the Collaborator's license to practice medicine in the State of New Jersey.
 - ii. Final disciplinary action by the medical staff of any hospital in which the Collaborator is on the medical staff.
 - iii. Removal from any payor panel as a result of exclusion, sanction, or quality of care concerns about the Collaborator.
 - iv. Loss of insurance as required for medical staff membership at any AHS Hospital by the Collaborator.
- i. The Collaborator must have a compliance program that includes oversight of the Collaborator's Collaborator Agreement and compliance with the requirements of the CJR model. If the Collaborator does not have a compliance program, the Collaborator shall create one and incorporate the requirements of the Collaborator's Collaborator Agreement into the compliance program. The Collaborator shall provide the AHS Hospital with evidence that it has in place the compliance program required by his, her or its Collaborator Agreement.
- j. A Collaborator's eligibility to receive a Gainsharing payment shall be subject to the following conditions:
 - i. No Gainsharing payment shall be made to the Collaborator if the Collaborator is subject to any action for noncompliance with his, her or its Collaborator Agreement or the CJR Final Rule or the fraud and abuse laws, or for the provision of substandard care in CJR Episodes or has demonstrated other integrity problems under any governmental authority, including federal, state and local authorities.
 - ii. The Collaborator must meet quality criteria for the calendar year for which the Gainsharing payment is determined by the AHS Hospital and the Collaborator must have contributed to the care redesign strategies of the AHS Hospital.
 - iii. The Collaborator must directly furnish a billable service to a CJR beneficiary during a CJR Episode that occurred in the calendar year in which the savings was created and must be the orthopedic surgeon who performed the lower extremity joint replacement ("LEJR") procedure.

4. Audit and Monitoring

AHS Corporate Compliance and Internal Audit Department shall review, monitor, audit, and/or otherwise oversee AHS compliance with the requirements of the CJR model, including, without limitation, sharing and selection arrangement criteria, Collaborator agreements, Gainsharing payments and receipt of alignment payments, and use of beneficiary incentives in the CJR model.

References

42 C.F.R. 510 et seq.: Comprehensive Care for Joint Replacement Model

42 C.F.R. § 510.200(b) and (d): Time Periods, Included and Excluded Services, and Attributes

42 C.F.R. § 510.205: Beneficiary Inclusion Criteria

31 U.S.C. 3729 et seq.: False Claims

42 U.S.C. 1320a-7b: Criminal Penalties for Acts Involving Federal Health Care Programs

42 U.S.C. 1320a-7a: Civil Monetary Penalties

42 U.S.C. 1395nn: Limitation on Certain Physician Referrals

42 C.F.R. 424.500: Requirements for Establishing and Maintaining Medicare Billing Privileges

Revision History

04/1/2017

10/1/2016

New Policy



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