

## **CJR SELECTION CRITERIA POLICY**

Effective Date: July 1, 2016; Revised Date: May 25, 2018

### **PURPOSE:**

1. NGMC elects to remain in the Comprehensive Care for Joint Replacement Model (“CJR Model”) as outlined in the Comprehensive Care for Joint Replacement Payment Model for Acute Care Hospitals Furnishing Lower Extremity Joint Replacement Services Final Rule issued by CMS on November 24, 2015, as further amended December 1, 2017 (“CJR Final Rule”) for the remainder of the term.
2. Participation in the CJR Model requires NGMC to collaborate with physicians, and other providers, in the coordination of care to patients receiving services that are a) related to lower extremity joint replacement, and b) covered under the CJR Model.
3. NGMC wishes to clarify the requirements physicians, and other providers, must meet in order to participate with NGMC in the CJR Model.

### **POLICY STATEMENT:**

It is the policy of NGMC to require all physicians, and other providers, who collaborate with NGMC to provide patient care under the CJR Model to provide care with the highest level of professional competence, and make patient care decisions on the basis of medical necessity and with the best interests of the patient in mind.

This Policy applies to any physician, or provider, wishing to participate with NGMC in the CJR Model.

#### **I. CJR PHYSICIAN PARTICIPATION REQUIREMENTS**

In order for a physician or provider to participate in the CJR Model with NGMC, through his or her respective group practice, the physician or provider must meet each of the following requirements:

1. Maintain an unrestricted license to practice medicine with the Georgia State Composite Medical Board, which is not subject to any probationary terms or conditions not generally applicable to all licensees;
2. Maintain a current, unrestricted Drug Enforcement Administration (“DEA”) license which is valid in the State of Georgia. Provisions may be made for an impaired practitioner who is in a recovery period;
3. Be located (practice at a professional office or facility) within the geographic service area of NGMC, as defined by the NGMC Board, that is close enough to fulfill the professional’s Medical Staff responsibilities and to provide timely and continuous care for patients at NGMC, or an NGMC-affiliated facility;
4. Maintain current, valid professional liability insurance coverage in a form and in amounts satisfactory to NGMC & NGHP;
5. Never have been convicted of Medicare, Medicaid, or other federal or state governmental or private third-party payer fraud or program abuse, nor have been required to pay civil monetary penalties for the same;

6. Never have been, and not currently be, excluded or precluded from participation in Medicare, Medicaid, or other federal or state governmental health care program;
7. Never had Medical Staff appointment, clinical privileges, or status as a participating provider denied, revoked, or terminated by any health care facility or health plan for reasons related to clinical competence or professional conduct;
8. Never resigned a Medical Staff appointment or relinquished privileges during a Medical Staff investigation or in exchange for not conducting such an investigation;
9. Never been convicted of, or entered a plea of guilty or no contest to, any felony; or to any misdemeanor relating to controlled substances, illegal drugs, insurance or health care fraud or abuse, or violence;
10. Agree to fulfill all responsibilities regarding emergency call for physician or provider's specialty;
11. Have or agree to make coverage arrangements with other members of the Medical Staff for those times when the physician or provider is unavailable;
12. Demonstrated recent clinical activity in physician or provider's primary area of practice during at least two (2) of the last four (4) years;
13. Have successfully completed a residency training program approved by the Accreditation Council for Graduate Medical Education or the AOA in the physician's respective specialty;
14. Be board certified in the physician or provider's primary area of practice at NGMC, or an affiliated facility, by the American Board of Medical Specialties, the American Osteopathic Association, as applicable;
15. Maintain board certification and, to the extent required by the applicable specialty/subspecialty board, satisfy recertification requirements;
16. Meet and continue to meet the criteria for NGMC's Medical Staff membership set forth in NGMC's Medical Staff Bylaws;
17. Maintain at all times clinical privileges at NGMC to practice commensurate with the services to be performed under the CJR Model;
18. Be a participating provider in the Medicare Fee for Service Program (aka Original Medicare);
19. Comply with requirements of the accreditation agency of NGMC, the code of ethics of the AMA, and the bylaws, rules, regulations, policies and reasonable directives of NGMC and its Medical Staff; and
20. Be a participating provider in Northeast Georgia Health Partners, LLC. ("NGHP").

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## **II. NGMC PARTNERSHIP WITH PHYSICIAN PRACTICE GROUP IN CJR MODEL**

NGMC will collaborate with physicians in the CJR Model by entering into a sharing arrangement with each participating physicians' respective practice group ("Sharing Arrangement"). Each physician participating in the CJR Model shall be bound by the obligations of the Sharing Arrangement between NGMC and their respective practice group by signing a joinder to their group practice's Sharing Arrangement with NGMC ("Physician Joinder Agreement"). Before NGMC enters into a Sharing Arrangement with a group practice, NGMC shall confirm all physicians who will participate in the CJR Model through the Sharing Arrangement have met the requirements outlined in Section I of this Policy, which shall include verifying each physician's privileges at NGMC and participation in NGHP. NGMC will require all physicians who participate in the CJR Model with their group practice to sign the Physician Joinder Agreement contemporaneously with their group practice signing the Sharing Arrangement.

It is the intent of NGMC and the physician groups to improve the quality and efficiency of services provided in connection with the CJR Final Rule and not to limit or reduce items or services to patients of NGMC. In furtherance of the foregoing, physicians group and each provider shall fully cooperate with any and all quality assurance measures established by NGMC to ensure that the performance improvement initiatives integral to the Sharing Arrangement do not have the unintentional consequences of limiting or reducing items or services to NGMC patients or adversely affecting quality care.

Under no circumstances will the selection criteria be based directly or indirectly on the volume or value of past or anticipated referrals or business otherwise generated by, between or among NGMC, any CJR collaborator, any collaboration agent, any downstream collaboration agent, or any individual or entity affiliated with NGMC, CJR collaborator, collaboration agent, or downstream collaboration agent.

## **III. NOTICE OF FAILURE TO MEET THE CJR SELECTION CRITERIA REQUIREMENTS**

NGMC shall require, pursuant to Section 4 of the Sharing Arrangement, physician's respective group practice to immediately notify NGMC of an event, occurrence, or change in status that results in a group practice physician or provider no longer meeting one, or more, of the requirements contained in Section I of this Policy. NGMC shall require, pursuant to Section 4 of the Sharing Arrangement, physician's respective group practice to immediately notify NGMC of any threat by a governmental authority having jurisdiction over physician or provider to impose any sanctions referenced in Section I of this Policy.

## **IV. EFFECT OF FAILURE TO MEET THE CJR SELECTION CRITERIA REQUIREMENTS**

NGMC shall immediately remove from the CJR Model a physician or provider fails to meet the requirements contained in Section I of this Policy by removing that physician from the List of Group Physicians in Exhibit A to the Sharing Arrangement.