



X	CVHP		CVH	X	Policy
X	CVMC-ICC		CVHH	X	Procedure
X	CVMC-QVC	X	FPH		Attachments

Title: Comprehensive Joint Replacement Program		Policy #: A033
Selection Criteria		
Type: Corporate		
Effective:	Revised:	Reviewed:
Approved by:		Date:
Approved by:		Date:

Statement of Policy

It is Citrus Valley Health Partners’ (CVHP) mission to help people keep well in body, mind and spirit by providing quality health care services in a compassionate environment. CVHP fulfills its mission by ensuring that all of CVHP entities understand and follow federal requirements for the Comprehensive Care for Joint Replacement (CJR) program. Part of the CJR federal requirement is to maintain written policy for selecting participating providers for CVHP CJR program. This policy sets forth the CVHP’s selection criteria for provider eligibility for Collaborator agreements in the CJR model.

CVHP requires all physicians, and other providers, who collaborate with CVHP 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 CVHP in the CJR Model.

Procedure

I. CJR PHYSICIAN PARTICIPATION REQUIREMENTS

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

1. Maintain an unrestricted license to practice medicine with the California State Composite
2. Medical Board, which is not subject to any probationary terms or conditions not generally applicable to all licensees;
3. Maintain a current, unrestricted Drug Enforcement Administration (“DEA”) license which is valid in the State of California. Provisions may be made for an impaired practitioner who is in a recovery period;
4. Be located (practice at a professional office or facility) within the geographic service area of CVHP that is close enough to fulfill the professional’s Medical Staff responsibilities and to provide timely and continuous care for patients at all CVHP hospitals;

5. Maintain current, valid professional liability insurance coverage in a form and in amounts satisfactory to CVHP;
6. 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;
7. Never have been, and not currently be, excluded or precluded from participation in Medicare, Medicaid, or other federal or state governmental health care program;
8. 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;
9. Never resigned a Medical Staff appointment or relinquished privileges during a Medical Staff investigation or in exchange for not conducting such an investigation;
10. 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;
11. Agree to fulfill all responsibilities regarding emergency call for physician or provider's specialty;
12. Have or agree to make coverage arrangements with other members of the Medical Staff for those times when the physician or provider is unavailable;
13. Demonstrated recent clinical activity in physician or provider's primary area of practice during at least two (2) of the last four (4) years;
14. 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;
15. Be board certified in the physician or provider's primary area of practice at CVHP, or an affiliated facility, by the American Board of Medical Specialties, the American Osteopathic Association, as applicable;
16. Maintain board certification and, to the extent required by the applicable specialty/subspecialty board, satisfy recertification requirements;
17. Meet and continue to meet the criteria for CVHP's Medical Staff membership set forth in CVHP's Medical Staff Bylaws;
18. Maintain at all times clinical privileges at CVHP to practice commensurate with the services to be performed under the CJR Model;
19. Be a participating provider in the Medicare Fee for Service Program;
20. Comply with requirements of the accreditation agency of CVHP, the code of ethics of the AMA and CVHP, and the bylaws, rules, regulations, policies and reasonable directives of CVHP and its Medical Staff.

II. PARTNERSHIP WITH PHYSICIAN PRACTICE GROUP IN CJR MODEL

CVHP 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 CVHP and their respective practice group by signing a joinder to their group practice's Sharing Arrangement with CVHP ("Physician Joinder Agreement"). Before CVHP enters into a Sharing Arrangement with a group practice, CVHP 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 CVHP. CVHP 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 CVHP 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 CVHP. In furtherance of the foregoing, physicians group and each provider shall fully cooperate with any and all quality assurance measures established by CVHP 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 CVHP 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 CVHP, any CJR collaborator, any collaboration agent, any downstream collaboration agent, or any individual or entity affiliated with CVHP, CJR collaborator, collaboration agent, or downstream collaboration agent.

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

CVHP shall require, pursuant to Section 4 of the Sharing Arrangement, physician's respective group practice to immediately notify CVHP 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. CVHP shall require, pursuant to Section 4 of the Sharing Arrangement, physician's respective group practice to immediately notify CVHP 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

CVHP 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.

References

- a. 42 CFR Parts 510 and 512, section 57066, December 1, 2017
- b. Centers for Medicare and Medicaid Services, Comprehensive Care for Joint Replacement Model Policy Changes and Cancellation of Episode Payment Models and Cardiac Rehabilitation Incentive Payment Model (CMS-5524-F and IFC)

***Comprehensive Care for Joint Replacement
CJR Collaborator Agreements (As of June 12, 2018)***

William Hanes, M.D.
Richard Malinick, M.D.
Babak Samimi, M.D.
James Shafer, M.D.
Citrus Valley Physician Partners
• Thomas Bryan, M.D.
• Carlos Lugo, M.D.
• Vic Osborne, M.D.
• Kee Wong, M.D.
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