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Administrative Manual
Policy #: 1284

COMPREHENSIVE CARE FOR JOINT REPLACEMENT PROGRAM
SHARING ARRANGEMENT REQUIREMENTS

Objective: To establish quality and contracting criteria in selecting collaborator partners for the Centers for Medicare and Medicaid Services (CMS)-mandated Comprehensive Care for Joint Replacement (CJR) program.

Scope: All Covenant facilities and wholly owned entities.

Policy: Covenant Healthcare shall enter into Sharing Arrangements with physicians or other healthcare providers for the purposes of implementing care redesign processes and achieving financial alignment under the CJR program. All physicians and other healthcare providers entering into Sharing Arrangements with Covenant HealthCare under the CJR program are required to meet or have met established quality criteria, which will never reduce or limit services that are medically necessary to the patient. Collaborators shall never be chosen based, directly or indirectly, on the volume or value of business generated by the provider to Covenant HealthCare. Collaborators must also have provided a billable service to a CJR beneficiary during an episode of care for the applicable performance year. All Collaborators are required to provide medically appropriate care and never engage in the over or under delivery of care. This policy is intended to comply with requirements of the CJR program as codified at 42 C.F.R. §510, Subparts E and F.

Procedure:

1. Collaborators and his or her employees and contractors must comply with all applicable provisions of 42 C.F.R. §510, Subparts E and F, including beneficiary notifications, access to records, record retention, and participation in any evaluation, monitoring, compliance, and enforcement activities performed by CMS or its designees, and all other applicable laws and regulations.
2. Physicians and Providers entering into Sharing Arrangements shall be duly enrolled Medicare providers. Any sanction or exclusion imposed on the Collaborator by CMS/Medicare or other regulatory body during the term of the Sharing Arrangement shall immediately terminate said Arrangement. CMS or other regulatory sanctions or exclusions imposed on Covenant

Healthcare shall also result in immediate termination of any Sharing Arrangement.

3. All Sharing Arrangements shall be set forth in writing and will comply with all relevant laws and regulations, including all applicable fraud and abuse laws and all applicable payment and coverage requirements. Non-participating physicians and providers shall not be penalized or otherwise retaliated against for their non-participation in Sharing Arrangements. The Sharing Arrangement will be established prior to furnishing care to CJR beneficiaries under the terms of the Sharing Arrangement.
4. Collaborators shall be active Medical Staff members, privileged and credentialed to provide professional services and Lower Extremity Joint Replacement procedures at Covenant Medical Center.
5. All Collaborators entering into Sharing Arrangements with Covenant HealthCare shall contribute to the care redesign and be clinically involved in the care of CJR beneficiaries at Covenant HealthCare.
6. Collaborator shall, at minimum, attend meetings of the CJR Clinical Pathways Team on a quarterly basis as part of his or her duties of the Sharing Arrangement.
7. Gainsharing Payments will only be derived from reconciliation payments, internal cost savings realized through work of Collaborators and Covenant HealthCare, or both. Loans or advances on funds will not be permitted. All payments may only be paid annually by Electronic Fund Transfer and will be clearly identified. Payments will not be made based on referrals or other business generated. Additionally, all payments to Collaborators will be actually and proportionally related to care of beneficiaries in a CJR episode.
8. The total Gainsharing Payment for a calendar year paid to any individual Physician or Provider who is a CJR collaborator must not exceed 50 percent of the total Medicare approved amounts under the Physician Fee Schedule (PFS) for services furnished to the participant hospital's CJR beneficiaries during a CJR Qualifying Episode by that Physician or Non-Physician Practitioner.
9. The Sharing Arrangement shall require the recoupment of any gainsharing payment paid to Collaborators if Gainsharing Payments contain funds derived from a CMS overpayment on a reconciliation report or were based on the submission of false or fraudulent data.
10. All Collaborators must meet quality criteria for the calendar year for which the gainsharing payment is determined by Covenant HealthCare. Covenant HealthCare will establish annual quality measures for Collaborators to meet under the terms of the Collaborator Agreement, and Policy 12.83.3,

Comprehensive Joint Replacement Collaborator Quality Measure Criteria.

11. Collaborators shall have Compliance Programs that include oversight of the Collaborator Agreement and compliance with the requirements of the CJR model. All Collaborators shall provide evidence of the existence of such Compliance Program and the contact information for his or her Chief Compliance Officer at the time of signing the Collaborator Agreement.
12. In the circumstance Covenant HealthCare receives no positive NPRA after annual calculation by CMS, the Collaborator shall realize no payment.
13. Physician Collaborators shall provide notice to all CJR Eligible Beneficiaries of the structure of the model and the existence of the Sharing Arrangement with Covenant HealthCare. This required notice must be provided at the time the decision to undergo LEJR surgery is made.

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Approved By:

Lawrence H. Sims, Chairman of the Board

Date

Daniel M. George, Executive Vice President of Operations

Date