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The above named individuals have reviewed this document and certified their approval of said document via an electronic approval system considered equivalent to an actual signature on paper.		

## **POLICY:**

To participate as a Comprehensive Care for Joint Replacement (“CJR”) Collaborator, affiliated, independent physicians and/or physician group practices (referred to collectively as “Physicians”) must agree to certain CJR participant hospital-established selection criteria. This policy is intended to set forth the CJR Collaborator selection criteria for Mission Hospital.

- A. Physicians seeking to participate in the CJR program at Mission Hospital as a CJR Collaborator, must meet the following selection criteria (“Selection Criteria”):
1. Practice as an orthopaedic surgeon (or, if a physician group practice, have physician owners or employees that are orthopaedic surgeons);
  2. Are otherwise eligible physicians who are not:
    - a. Employed by Mission Hospital, Inc., Mission Medical Associates, Inc. (“MMA”) or any other affiliate of Mission Health System, Inc.
    - b. Directly or indirectly engaged to provide professional medical services in a practice owned or operated by the Company;
  3. As requested by Mission Hospital, participate in CJR-specific care redesign meetings and related activities;
  4. Recommend to their patients who are CJR Beneficiaries scheduled for surgery at Mission Hospital that they participate in a Mission Hospital-approved pre-operative education class; and
  5. Deliver any of their CJR Beneficiary patients’ discharge plan to Mission Hospital prior to the day of surgery.
- B. The above Selection Criteria are related to, and inclusive of, the quality of care to be delivered to CJR Beneficiaries. Meeting the above Selection Criteria will be a condition of participating in the CJR program as a CJR Collaborator.
- C. Under no circumstances are the above Selection Criteria related, directly or indirectly, to the

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volume or value of past or anticipated referrals or other business generated to, from, or among Mission Hospital, any CJR Collaborator, and any individual or entity affiliated with Mission Hospital or a CJR Collaborator.

**This hospital policy is applicable to Mission Hospital, Inc., and other locations where services of the hospital are provided.**

### **DEFINITIONS:**

- A. **CJR Beneficiary** includes Medicare fee-for-service (“FFS”) beneficiaries admitted for an inpatient anchor hospitalization for MS–DRG 469, MS–DRG 470, MS–DRG 521 or MS–DRG 522. Medicare must be the beneficiary’s primary payer. “CJR Beneficiary” excludes individuals whose Medicare eligibility is on the basis of End Stage Renal Disease (“ESRD”), Medicare beneficiaries enrolled in any managed care plan, and beneficiaries covered by the United Mine Workers of American health plan.
- B. **CJR Collaborator** is limited, for purposes of this policy, to those physicians or physician group practices that agree to meet CJR participant hospital-established Selection Criteria, and with whom the participant hospital intends to gainshare (to the extent CJR program savings are generated).
- C. **Collaborator Agreement** is the written gainsharing agreement between a physician or physician group practice and the CJR participant hospital, in which the physician or physician group practice agrees, among other requirements, to meet the participant hospital-established Selection Criteria.
- D. **Distribution Agreement** is the written gainsharing agreement between a physician group practice CJR Collaborator and its physician employees or members that also intend to participate in the CJR program (referred to by the Centers for Medicare & Medicaid Services (“CMS”) as “practice collaboration agents”). In the Distribution Agreement, such practice collaboration agents must likewise agree to meet, among other requirements, the participant hospital-established Selection Criteria.
- E. **Episode of Care** encompasses both the inpatient stay for CJR Beneficiaries and all related care within 90 days of hospital discharge from the joint replacement procedure.

### **GENERAL INFORMATION:**

- A. Effective April 1, 2016, and subject to narrow exception, all acute care hospitals located in select geographic areas will be participants in the CJR bundled payment program. The program, extending for five performance years, will assess participants’ financial and clinical performance across a 90 day Episode of Care for MS–DRG 469, MS–DRG 470, MS–DRG 521 or MS–DRG 522. To facilitate program success, CMS is encouraging participant hospitals to gainshare savings realized under the program with physicians and/or physician group practices – referred to in the CJR program as “CJR Collaborators.”

### **PROCEDURE:**

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A. The Chief Executive Officer (CEO) of a Hospital, or his/her designee, must:

1. **Inform and Educate.** Inform and educate each affiliated, independent Physician that is an orthopaedic surgeon (or, if a physician group practice, have physician owners or employees that are orthopaedic surgeons), regarding the potential to participate in CJR as a CJR Collaborator. Such educational outreach must include communicating that the above-stated Selection Criteria are required for participation.
2. **Confirm.** For those Physicians that have expressed interest in participating as a CJR Collaborator, confirm such Physicians' willingness to meet the above selection criteria and sign a written gainsharing agreement with Hospital.
3. **Execute agreement.** Ensure the Physician signs the written gainsharing agreement (whether a Collaborator Agreement or Distribution Agreement), which must expressly incorporate this policy. The gainsharing agreement must be signed before care is furnished to CJR Beneficiaries under the terms of the agreement.

#### **REFERENCES:**

1. CJR Final [Rule](#): 80 Fed. Reg. 73274 (Nov. 24, 2015)
2. CMS and OIG Fraud and Abuse [Waivers](#)
3. CMS CJR Model Summary [Website](#)