
Concert, LLC (“CIN”)
Performance Evaluation, Improvement and Remediation Policy

I. SCOPE: Participants and Participating Practices.

II. DEFINITIONS:

A. “Clinical Integration” as defined in the 1996 Joint Statements of Antitrust Enforcement Policy in Health Care by the Federal Trade Commission and U.S. Department of Justice, shall mean an active and ongoing program to evaluate and modify practice patterns by the network’s participants and create a high degree of interdependence and cooperation among the participants to assure quality of care and control costs. This program may include: (1) establishing mechanisms to monitor and control utilization of health care services that are designed to control costs and assure quality of care; (2) selectively choosing network participants who are likely to further these efficiency objectives; and (3) the significant investment of capital, both monetary and human, in the necessary infrastructure and capability to realize the claimed efficiencies.

B. “Clinical Integration Program” or “CI Program” shall mean the program of Clinical Integration developed, implemented, and operated by CIN on behalf of and in collaboration with CIN’s Participants and Participating Practices.

C. “CIN Requirement(s)” shall mean those requirements described in the Network Participation Agreement, including without limitation, compliance with CI Program’s policies and utilization of health informatics, data collection and sharing, sharing of patients’ electronic health information, billing and claim submission, practice management and other systems.

D. “Participant” shall mean a licensed medical doctor, doctor of osteopathy, and doctor of podiatric medicine. It is understood that advance practice registered nurses (“APRNs”) and physician assistants (“PAs”) shall also be deemed Participants when working under the supervision of or in collaboration with a participating medical doctor, doctor of osteopathy, or doctor of podiatric medicine in accordance with applicable Federal and state laws and regulations. Participants may also include such other providers as the CIN Board of Managers deems appropriate.

E. “Participating Practice” shall mean an entity that enters into a written agreement with CIN to facilitate the participation of those Participants employed or engaged by such entity in CIN’s Clinical Integration Program.

III. PURPOSE: CIN shall establish a Quality Performance and Improvement Committee. The Quality Performance and Improvement Committee shall work collaboratively and collegially with Participants participating in the CIN’s Clinical Integration Program to monitor and evaluate the ongoing clinical performance of Participants and to provide support, counsel and accountability for those Participants whose clinical outcomes are not meeting CIN’s standards.

- IV. COMPOSITION:** The Quality Performance and Improvement Committee shall generally be responsible for monitoring, evaluating, supporting, and counseling those Participants within the market designated by CIN's Board of Managers. The CIN shall nominate and appoint not less than five and not more than nine Participants of the CIN to comprise the Quality Performance and Improvement Committee, which shall include representation by Participants practicing in primary care, medical, surgical and hospital based specialties, as the case may be. Each Quality Performance and Improvement Committee member shall belong to a Participating Practice. The number of Quality Performance and Improvement Committee members may change from time to time based on network growth, as determined by the CIN in its discretion. Each Quality Performance and Improvement Committee may also include additional, non-Participant members, as approved in advance by the CIN, but these individuals shall serve only in an advisory capacity and shall not have the right to vote or make motions. At least a majority of Quality Performance and Improvement Committee Participant members must be present to constitute a quorum to conduct business.
- V. TERM OF SERVICE:** Members of the Quality Performance and Improvement Committee shall serve staggered terms of three years following the date of appointment, which shall be renewable thereafter upon the approval of the CIN. Staggered terms shall be determined by a method adopted by CIN's Board of Managers so that approximately one-third (1/3) of the Committee members are appointed each year.
- VI. PROCEDURE:** The Quality Performance and Improvement Committee will proceed as follows with respect to helping Participants meet the standards established for CIN:

- A. In the interest of helping each Participant succeed and improve, on at least a quarterly basis, the Quality Performance and Improvement Committee will analyze reports from CIN's Participant quality performance system regarding the performance of all Participants against the measures and initiatives established for the CI Program. The Quality Performance and Improvement Committee shall notify the CIN of the results of this review. With respect to individual Participants who fail to meet the standards established for the CI Program, the Board shall follow the process set forth in Section VI.B., below.

Active support of CIN's Requirements is necessary to achieve Clinical Integration and quality measures and initiatives. The Quality Performance and Improvement Committee will work collaboratively with Participants to promote consistency with the CIN's Requirements, including patient care goals, utilization of resources, and use of information technology. The intent of these efforts is to improve each Participant's capacity to be a successful participant in the CI Program. The Quality Performance and Improvement Committee will, as needed, support individual Participants whose performance does not align with CIN Requirements, patient care goals, utilization of resources, and use of information technology in accordance with the processes set forth in this Section VI below.

- B. After one (1) calendar quarter during which a Participant does not meet the minimum quality benchmarks of the CI Program or does not improve performance consistent with CIN Requirements after review of the areas of concern, refuses to act on the agreed action plan for improvement or does not participate in the review process, the CIN will verbally notify the Participant, and, if applicable, the Participating Practice of which the Participant is a member, of each CIN Requirement that has not been met. The Participant will be notified of an optional opportunity for a collegial consultation by a member of the Quality Performance and Improvement Committee or its designee to review the applicable CIN

Requirement that the Participant has not met and discuss best practices and performance improvement initiatives.

- C. After two (2) calendar quarters within any twelve (12) month period, regardless of consecutiveness, during which a Participant does not meet the minimum quality benchmarks or CIN Requirements of the CI Program applicable to such Participant, the CIN will notify the Participant in writing, to his or her home address, by certified mail (“Written Notice”) (with a copy of the Written Notice to the Participating Practice of which the Participant is a member, if applicable) of the standards or CIN Requirements that have not been met and designate a representative (“Representative”) to meet with the Participant. The Representative shall be a Participant in the CIN who should be chosen on the basis of the relevant practice area and his/her understanding of the standards or CIN Requirements of the Clinical Integration Program.
 - i. Within 30 days of the date of the Written Notice, the Participant shall meet with the Representative to jointly develop a written improvement plan (“Plan”) to include, without limitation, corrective action steps and timelines for completion. The intent is for the Participant to complete the corrective action steps in the Plan within 120 days of the date of the Written Notice. The CIN may provide reasonable support and assistance, as needed, to the Participant, to the extent that resources to provide such support and assistance are available.
 - ii. After the initial meeting with the Participant, the Representative and the Participant will meet periodically, to evaluate progress.
 - iii. The Representative will provide the Quality Performance and Improvement Committee with a regular report on the status of all such meetings with the Participant and the Quality Performance and Improvement Committee will document all such meeting activities.
- D. Upon issuance of the Written Notice, and until such date as the Participant completes the Plan or the Modified Plan (defined below) to the satisfaction of the Quality Performance and Improvement Committee and the Board, as applicable, the Participant shall be ineligible for any distribution of incentives earned during such period, even if such incentives are distributed after Participant’s completion of the Modified Plan. For the avoidance of doubt, Participant shall be eligible to participate in distributions of incentives earned before Physician has been issued a Written Notice, even if such incentives are distributed following the Written Notice and before completion of the Modified Plan.
- E. At the end of the designated timeline for improvement set forth in the Plan, the Quality Performance and Improvement Committee may recommend the following based on the Participant’s performance:
 - i. If, based on reasonable clinical judgment, the Quality Performance and Improvement Committee determines that the Participant has completed necessary improvement steps; it will recommend no further action, and will so notify the Participant and the Participant’s Participating Practice, if applicable.
 - ii. If, based on reasonable clinical judgment, the Quality Performance and Improvement Committee determines that the Participant is showing significant improvement, the timeline will be extended, typically an additional thirty (30) days, or such other period

as deemed appropriate by the Quality Performance and Improvement Committee, and will so notify the Participant and the Participant's Participating Practice, if applicable.

- iii. If, based on reasonable clinical judgment, the Quality Performance and Improvement Committee determines that the Participant has failed to improve his/her performance as outlined under the Plan, it will recommend to the CIN's Board of Managers that the Participant be placed on probation, a period after which failure to improve will lead to a recommendation of removal from the CIN as outlined below.

F. When a Participant is placed on probation by the Board following a recommendation of the Quality Performance and Improvement Committee, the following steps shall occur:

- i. The CIN will notify the Participant in writing, to his or her home address, by certified mail ("Probation Notice") (with a copy of the Probation Notice to the Participating Practice of which the Participant is a member, if applicable) of the standards or Clinical Integration Requirements that have not been met. The Probation Notice shall include a modified improvement plan ("Modified Plan"), which shall be completed to the satisfaction of the Board within six (6) months of delivery of the Probation Notice.
- ii. The Modified Plan is intended to further assist the Participant in his or her efforts to correct the deficiencies in achieving the CIN's Requirements and to succeed in the CI Program. The Representative will work with the Quality Performance and Improvement Committee to develop the Modified Plan. The Modified Plan will take into consideration the obstacles identified by the Representative and the Participant impeding the Participant's ability to succeed. The CIN may provide reasonable support and assistance, as needed, to the Participant, to the extent that resources to provide such support and assistance are available.
- iii. The Representative will review the Modified Plan with the Participant and the Participant must sign the Modified Plan.
- iv. At the end of the six (6) month probationary period, the Quality Performance and Improvement Committee will determine if the Participant has met CIN's standards or Clinical Integration Requirements and achieved the objectives and conditions of the Modified Plan. If the Quality Performance and Improvement Committee determines that the Participant has successfully completed the Modified Plan sufficient to demonstrate compliance with CIN's standards or CIN Requirements, the Board shall remove the Participant from probationary status, and will so notify the Participant and the Participant's Participating Practice, if applicable. If the Quality Performance and Improvement Committee determines that the Participant has not successfully completed the Plan and/or Modified Plan sufficient to demonstrate compliance with CIN's standards or Requirements, it shall make a recommendation to the CIN's Board of Managers to remove the Participant from participation in the CI Program. The CIN Board of Managers shall determine whether to accept the Quality Performance and Improvement Committee's recommendation to remove the Participant from the CI Program. The CIN shall notify the Participant (and, if applicable, the Participating Practice of which the Participant is a member) in writing by certified mail to the Participant's home address of its decision, which shall be final and binding on the Participant.

v. A Participant on probation shall be ineligible for any incentive distribution made during the probationary period.

G. Nothing contained herein shall limit or prevent CIN from exercising its right to immediately remove a Participant from the Clinical Integration Program in accordance with the terms and conditions of the Participation Agreement between CIN, such Participant and his or her Participating Practice, or for failure to satisfy the participation criteria applicable to Participant as set forth in CIN's policies and procedures.

VII. RESPONSIBILITY: CIN's Board of Managers, Quality Performance Improvement Committee, and Participants.

VIII. APPROVAL BODY: CIN Board of Managers.

IX. APPROVAL SIGNATURES & DATES:

Chairperson

X. DATE: _____