

---

---

**Concert, LLC**  
**Provider Participation Policy**

---

---

**I. SCOPE:** Participants and Participating Practices.

**II. PURPOSE:** This Provider Participation Policy (“Policy”) establishes the criteria for Participants’ participation in **Concert, LLC** (“CIN”). The participation criteria are designed to: (i) determine the complement of Participants in CIN, (ii) ensure the Participants actively participate in quality, utilization, cost effectiveness, and other initiatives for an effective Clinical Integration Program, and (iii) ensure that there is an adequate supply of Participants to meet the needs of the CIN population and programs.

**III. 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 physician participants and create a high degree of interdependence and cooperation among the physicians to control costs and ensure quality. 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. “Member” shall mean any healthcare system or licensed hospital that obtains a membership interest in CIN.

E. “Participant” shall mean a licensed medical doctor, doctor of osteopathy, and doctor of podiatric medicine. It is understood that licensed 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.

F. “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.

G. “Purchaser” means any individual, organization, firm, governmental entity or network, including, but not limited to an insurance company, a self-funded employer, health care facility, employee welfare benefit plan, employer coalition, health maintenance organization, preferred provider organization, multiple employer trust, union trust, or any other party responsible for providing payment or reimbursement for healthcare services.

**IV. PROCEDURE(s):** To be eligible for initial and continued participation in CIN, each Participant shall meet and, at all times, maintain compliance with the participation criteria set forth below. If the CIN applicant / participant is a Participating Practice, each individually licensed Participant of the Participating Practice shall satisfy the participation criteria set forth below. The Participant, or Participating Practice, as applicable, shall be responsible for providing any and all documentation requested by CIN to demonstrate initial and on-going compliance with the criteria.

Participation Criteria – Each Participant, except for APRNs, PAs, and allied health professionals acting under the supervision of a qualified Participant as set forth above, shall meet the following requirements:

1. Be a member in good standing of the medical staff of a hospital affiliated with Member, or be credentialed by an entity listed on a registry of credentialing agencies maintained by the CIN and approved by the Board of Managers, as may be amended from time to time. A copy of the initial registry is attached to this Policy as Exhibit A.
2. Credential Requirements:
  - a. Maintain a valid license to practice medicine;
  - b. Maintain participation or eligibility to participate in federal and state funded health care programs, including without limitation Medicare and Medicaid;
  - c. Maintain the ability to lawfully prescribe medications; and
  - d. Maintain professional liability insurance within the types and limits required by a hospital affiliated with Member.
3. Operational Requirements. Each Participant shall, at all times:
  - a. Participate in CIN educational initiatives that will assist in adoption of CIN's care models and continuous quality improvement strategies;
  - b. Demonstrate a willingness to participate in a CIN workgroup and/or committee(s) that are developed to provide input into the further development and operations of CIN;
  - c. Treat all new individuals for whom the CIN is responsible for providing care pursuant to agreements entered with Purchasers pursuant to Value Based Contracts (as such terms are defined in the CIN's form of Network Participation Agreement);
  - d. Agree that all duties and services performed pursuant to this Agreement and/or a Purchaser contract shall be consistent with applicable standards of care recognized by law and CIN and/or Purchaser, and all services shall be made available and accessible to Enrollees promptly (as defined in the CIN's clinical and quality program as may be adopted and modified from time to time) and in a manner that assures quality and continuity of care;
  - e. Provide timely access (as defined in the CIN's clinical and quality program as may be adopted and modified from time to time) as determined by CIN care model to health care services for enrollees for acute care needs; and
  - f. Comply with all CIN policies and procedures and with all contracted Purchaser policies and procedures.

4. Quality of Care Requirements. Each Participant shall, at all times, adhere to CIN's clinical and quality program as may be adopted and modified from time to time by the CIN, inclusive of its evidence based protocols and requirements which include but are not limited to:
  - a. Care models to improve the clinical care delivery across the continuum of care; and
  - b. Strategies to promote continuous improvement in practice outcomes and patient experience.
5. Clinical Information Exchange Requirements:
  - a. Participant has implemented and fully utilizes a CIN approved electronic medical record system that is designated and approved by the Board of Managers;
  - b. Must have the capability to exchange clinical and demographic information electronically through secure and standardized transaction sets;
  - c. Shall provide patient clinical data to CIN for the purposes of the following:
    - i. To develop comprehensive plans of care that are consistent with patient's and family's choice and CIN care models;
    - ii. To activate patients with regard to their self-care and partnership with their CIN Participant;
    - iii. Advance the health of the population through measurement and evaluation and modification to improve the efficiency and effectiveness of the CIN Clinical Program and care models;
    - iv. To establish the flow of clinical information to promote continuity and coordination of care between CIN Participants and care settings.
  - d. Shall protect the privacy, confidentiality and security of patients' protected health information by implementing appropriate administrative, technical and physical safeguards to reasonably safeguard protected health information from any use or disclosure that violates State or Federal law;
  - e. Actively used email addresses for the physician and appropriate support staff; and
  - f. Shall provide access to clinical data necessary to CIN operations.
6. Contractual Requirements
  - a. Shall participate in all CIN single signature Value Based Contracts, as defined in the Contracting and Performance Distribution Plan Policy;
  - b. Agrees to look solely to Purchaser and/or patient for compensation for services provided by CIN Participant to Enrollees pursuant to this Agreement.
7. Provide care to all without regard to race, religion, national origin, age, sex, sexual orientation, gender identity, color, health status, or ability to pay.
8. Comply with applicable state and federal laws and regulations, including without limitation, the False Claims Act [31 USC 3729 et. seq.], the Anti-Kickback Statute [42 USC 1320a-7b(b)], the

physician self-referral law (42 USC 1395nn), and the Civil Monetary Penalties Law [42 USC 13201-7a].

9. Execute and maintain a current Network Participation Agreement, or, if a member of a Participating Practice, be bound by the Network Participation Agreement entered into between CIN and the Participating Practice.

CIN may revise the participation criteria from time to time in accordance with its needs in order to ensure advancement of a meaningful and effective clinical integration program.

**Board of Manager’s Approval Required for Participation in CIN**

An applicant’s compliance with the participation criteria does not entitle the applicant to participate in CIN. An applicant shall not become a CIN participant unless and until approved by the CIN’s Board of Managers.

**Physician Group Practices**

Unless otherwise waived by the CIN Board in writing, if the applicant is a Participant in a Participating Practice, all Participants in the Participating Practice shall apply to participate in CIN. Consideration may be given by the CIN Board to whether the Participant:

1. Is a member of a Participating Practice but renders services and bills under a tax identification number separate from the tax identification number of the Participating Practice; or
2. Is not able to comply with the participation criteria set forth in this Policy. If this exception is applicable, the Participating Practice shall designate a core group of Participants in the Participating Practice for whom data can be collected and who agree to comply with the participating criteria.

**V. RESPONSIBILITY: CIN Management, CIN Board of Managers**

**VI. APPROVAL BODY: CIN Board of Managers**

**VII. APPROVAL SIGNATURE:**

\_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_