NORTHWELL HEALTH

CLINICAL INTEGRATION NETWORK IPA, LLC (CIIPA)

PROVIDER MANUAL

Clinical
Integration
Network IPA

CLINICAL INTEGRATION NETWORK IPA, LLC

PROVIDER MANUAL

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I. OVERVIEW OF CIIPA

Our Provider Manual is intended to familiarize CIIPA Providers with our policies and procedures, so that CIIPA Providers can focus on delivering quality, comprehensive treatment and services. Additional guidance documents are available on our website at ciipa.nslijweb.com.

A. CIIPA DEFINITION OF QUALITY CARE

Delivering a well-coordinated, complete continuum of healthcare through an integrated approach is critical to ensuring the health of our communities. CIIPA is able to integrate care based on its network resources, including the spectrum of care available through the Northwell Health and other Providers.

CIIPA is an independent practice association (IPA) with physician and hospital members whose goal is to arrange for the provision of quality healthcare to our patients, improve patient care coordination, and ensure fair reimbursement rates for our Providers.

B. CLINICALLY INTEGRATED NETWORKS

All CIIPA Networks are designed to support the geographic and clinical needs of multiple payers and health insurance plans. CIIPA expects participating Providers to utilize the Providers and clinical services within each network to minimize the patient's out–of-pocket costs and support the continuum of quality integrated care.

CIIPA educates Providers regarding participation requirements of the payers, including the ability to maximize revenue through bonus opportunities when applicable. The CIIPA Provider can, at any time, request a network staff member to visit their office to review CIIPA and payer contract requirements.

C. DELIVERY OF IPA SERVICES TO THE PROVIDER

CIIPA provides network development solutions, IPA management, IPA development, provider/payer relations, and management consulting services to guide your organization towards achieving improved patient outcomes and greater financial success in managed care environments. CIIPA supports its Providers for Government, Labor/Union, Commercial, Medicare, and Medicaid populations in New York.

At the core of our knowledge is an experienced staff of health care executives, including physicians, information system executives, contracting and managed care professionals, finance and accounting executives, claims administrators and member and provider relations experts. This integrated team brings day-to-day operational experience and an extraordinary command of technology to each client's situation. Our professionals strive every day to deliver improvement with a difference – for measurable and quantifiable results.

Our IPA Network Services include:

- Provider Enrollment Management
- Provider Relations
- Claims Adjudication and Payment Assistance
- Quality Improvement
- Financial Management, Data Analytics and Reporting
- Case and Disease Management
- Contracting and Provider Network Development
- Population Health Management

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D. CIIPA AND PREMIUM CONTRACTS

Northwell Health is actively engaged in discussions with insurers to establish payer network and value-based arrangements.

Payer Network Contracts

- Northwell Health Employee Plan (HMO, EPO and POS Insured Products)
- United Healthcare (Commercial)
- Humana Gold (Medicare Advantage)
- Northwell Health CareConnect (Commerical)
- Northwell Health Plan, Inc (FIDA)

Value-Based Contracts

- Aetna
- Empire Blue Cross Blue Shield
- Healthfirst
- CareConnect
- Humana Gold
- 1199 National Benefit Fund

E. MEMBERSHIP BENEFITS OF JOINING CIIPA

- Facilitated partnerships with managed care companies
- Direct contracts for Northwell Health employees
- Enhanced Provider relations and expertise regarding future business strategy
- Delegated credentialing with multiple payers

F. DESIGNATING A PROVIDER SPECIALTY IN CIIPA

Providers designate their own specialties when applying for membership to CIIPA. CIIPA allows for a primary and secondary specialty designation in the CIIPA Panel. The specialty categories considered for designation are in accordance with the American Board of Medical Specialties (ABMS) certification classifications (http://www.abms.org).

A Provider can request that their specialty designation be changed for a specific network panel after their initial application process. The specialty designation change needs to be requested in writing and approved by the CIIPA Network Services department. Please note: only written requests from the Provider for change of specialty designation are accepted. Please contact Network Services at 1 (800) 381-6140 to facilitate changes to the Provider's specialty designation.

G. ADDING PRACTICING PROVIDERS IN AN ENROLLED PROVIDER'S GROUP PRACTICE

Providers that add associates to their practice are encouraged to enroll new physician group Providers under the group tax identification number originally provided to CIIPA to ensure practice coverage continuity for patients. Newly added Providers should email ciipa@northwell.edu and initiate a request for CIIPA Membership. Application processing and approval (when the Provider already has medical staff services at a Northwell Health facility) is approximately 90 days.

Applicants to CIIPA and the Northwell Health Premium Network, who are also applying for Northwell Health medical staff privileges, should allow at least 120 days for processing. Please note that participation in the Northwell Health Premium Network requires medical staff privileges at a Northwell Health hospital.

Providers applying for medical staff privileges that are more than 15 miles from a Northwell Health hospital will be expected to successfully complete the CIIPA Credentialing process.

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H. LOCATING AN IN-NETWORK CIIPA PARTICIPATING PROVIDER

As a CIIPA Provider, you have access to an extensive network of more than 7,500 providers including primary care physicians (PCPs), specialists, hospitals, and ancillary partners.

In-network utilization affords Providers the ability to clinically integrate patient care and minimize patient out-of-pocket expenses by selecting a physician participating with CIIPA. To locate another participating CIIPA physician, please refer to our participating Provider search tool on the CIIPA website at ciipa.nslijweb.com.

I. CONTACT INFORMATION AND HOURS OF OPERATION FOR CIIPA

The CIIPA Network Services department is committed to continually improving service excellence and customer satisfaction. CIIPA office hours (Eastern Standard Time) are **Monday through Friday, 9:00 a.m. to 5:00 p.m.**

AFTER-HOUR PHONE COVERAGE IS PROVIDED FOR SITUATIONS DEEMED URGENT.

Office Building Address: 600 Community Drive, Suite 300, Manhasset, NY 11030

Contacting CIIPA: Phone: 1 (800) 381-6140
Fax: 1 (516) 321-8077
Email: ciipa@northwell.edu

The CIIPA telephone number is toll free: 1 (800) 381-6140. The hours of operation are Monday through Friday, 9:00 a.m. to 5:00 p.m. All routine calls are returned within 24-48 hours, and urgent calls are returned as soon as possible.

The CIIPA Fax number is 1 (516) 321-8077. All inbound documents must include a fax cover sheet. The cover sheet should clearly indicate names, phone and fax numbers of the recipient and the sender's information. Once a fax has been distributed to the appropriate party, the original message is filed in the Provider's records.

CIIPA's email address is ciipa@northwell.edu. Only CIIPA Network Services staff are able to access, send, or receive emails via this account. Once an email has been distributed to the appropriate party, the original message is filed in the Provider's records.

J. PROVIDER EMAIL COMMUNICATION POLICY

CIIPA does not sell or rent Provider email information to anyone. CIIPA also does not give advertisers lists of the email addresses or any other personally identifiable information given to us without consent.

Our email communications serve to advise physicians regarding CIIPA Policy and Procedures, and to inform physicians of new contracting opportunities offered through the IPA. CIIPA will release Provider email addresses to any insurer for which you Opt-In to participate with through your CIIPA Membership. This allows CIIPA to contact Providers directly regarding important changes to IPA and/or health plan policy in a timely manner.

II. CIIPA AND NORTHWELL HEALTH PREMIUM NETWORK MEMBERSHIP CRITERIA FOR PROVIDERS

The following are membership requirements for all networks:

- An unlimited license, in full force and effect, to practice in the State of New York, and any other licenses, certifications, and registrations necessary for the provision of those healthcare services
- Unrestricted Federal DEA Certificate, when appropriate
- Board Certification in the area of principal practice, or within three (3) years of completion of a certified specialty program
- Professional liability insurance coverage in such amounts and type as required by CIIPA and/or the Northwell Health facility where the Provider is a member, with minimum policy limits of $1 million per occurrence, $3 million aggregate per year, or greater depending on the geographic location
- Acceptable malpractice history*
- No history of criminal conviction **
- Office location within the State in which the payer product is offered

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- Coverage for patients 24 hours a day, 7 days a week
- Completed IPA Physician Application and Physician IPA Network Participation Agreement. Northwell Health Premium Network applicants must complete an IPA Network Participation Addendum for network panel consideration
- IPA dues paid for the calendar year, indicating the Provider is in good standing with CIIPA
- Must be able to satisfy such other credentialing requirements and conditions, as CIIPA may establish from time to time, or as a Payer may require
- Must meet a geographic or specialty need of the CIIPA Provider network requirements (may vary based on product)
- A Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver, if in-office laboratory services are provided to patients
- Annual dues or assessments (if applicable), paid to CIIPA no later than 90 days following receipt of invoice
- Prompt response to payer inquiries, patient complaints and/or grievances filed
- Must accept payer contracts offered for participation from Northwell Health Premium Network. Repeated rejection of participation in contracts is subject to review by CIIPA
- Sharing of data, (as permitted by law and as reasonably requested) for inpatient and outpatient care as per IPA/payer requirements
- Adherence to quality metrics defined by the payer and/or CIIPA
- Must meet CIIPA quality standards at each practice location. Failure to meet the standards may result in a loss of membership in CIIPA
- Must not be excluded by the Department of Health and Human Services Office of Inspector General (OIG) from Medicare, Medicaid, or any other federal or state healthcare program
- Participation in the administration of CIIPA, as may be reasonably requested, including but not limited to: care management, utilization management, data gathering/benchmarking functions, and membership on various IPA committees, as determined by the Board of Directors
- All CIIPA Providers are subject to annual review by the Board of Directors, or its designee
- Other standards deemed reasonable and appropriate by the Board of Directors

* CIIPA may review, deny, or terminate membership for patterns of repeated malpractice judgments, or for significant losses subject to credentialing standards.
** Providers must be in good standing with all federal and state entities.

All CIIPA Providers must be accessible and provide care to all enrollees of the plan that you participate in through your membership in CIIPA, including the Northwell Health Employee Plan, if applicable. CIIPA Providers must not discriminate on the basis of the following:

Age	Marital Status
National origin	Sexual orientation
Claims experience	Health status
Race	Source of payment
Disability	Legally defined handicap
Sex	Veteran status
Economic, social or religious background	Gender Identification

In addition, Providers are required to be in compliance with Title VI of the Civil Rights Act of 1975, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA), and other laws applicable to recipients of federal funds.

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III. CIIPA CREDENTIALING POLICY

All CIIPA Providers in the disciplines below are credentialed:

Allopathic Physicians (MD)	Licensed Physician Assistants (PA)
Osteopathic Physicians (DO)	Licensed or Certified Nurse Midwives (CNM)
Podiatrists (DPM)	Licensed Nurse Practitioners (NP)
Licensed or Certified Registered Nurse Anesthetists (CRNA)	Dentists (DDS or DMD)
Clinical Psychologists	Licensed or Certified Optometrists (OD)
Certified Mohels	Chiropractors
Licensed Social Workers	Behavioral Health Providers
Certified Complimentary & Alternative Medicine Providers (CAM) including;	
Licensed Massage Therapist	Licensed Integrative Imagery Provide
Licensed Guided Imagery Provider	Licensed Acupuncturist
Licensed Occupational Therapists	Licensed Physical Therapists
Licensed Audiologist	

CIIPA requires all Providers who apply for membership to submit a completed credentialing application bi-annually. The applicant is required to disclose all information, including information which may adversely impact the practitioner's ability to provide care.

The applicant is also required to sign the application in the section labeled "*Certification*" attesting to the correctness and completeness of the information provided. This attestation must be dated no more than 180 calendar days prior to presentation of the file for approval. If the attestation exceeds 180 calendar days, the Provider must attest that the information provided remains correct, but does not need to complete a new application. Signature stamps are not acceptable. The applicant may contact CIIPA to obtain the status of their application, or to review and correct any information they have provided. An incomplete application cannot be processed.

A. CIIPA CREDENTIALING PROCEDURE

The Central Credentialing Office performs license verification of all licensed independent practitioners during initial credentialing and re-credentialing, and at the time of each practitioner's professional license expiration, following these procedures:

- The Central Office queries the New York State Education Department, Office of the Professions, Office of the Inspector General (OIG), and the Office of Professional Medical Conduct (OPMC) to confirm that the license is current, registered, and valid.
- If any current or previous disciplinary actions, denials, restrictions, suspensions, or revocations to any license resulted in relinquishment of license in any state, the event must be noted by the applicant on the CIIPA Application. This information is flagged for review by CIIPA's Medical Director, their designee, and / or the IPA Credentials Committee.

For Physicians (MDs, DOs), the Central Office:

- Queries the Federation of State Medical Boards (FSMB) during the credentialing and re-credentialing processes to determine if the practitioner is currently holding, or has held, a license in any other state or jurisdiction, and if those licenses have or had any previous or pending adverse actions against them. If the FSMB indicates that the practitioner holds a license and has current or previous actions, CIIPA flags this information for review by CIIPA's Medical Director, their designee, and / or the IPA Credentials Committee.

CIIPA documents all findings from primary sources in the practitioner's credentialing file and presents the information to CIIPA's Medical Director, their designee, and / or the IPA Credentials Committee within 180 days from the date that the queries are performed.

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B. CREDENTIALING PROCEDURE FOR MISSING DOCUMENTATION

If the application is missing any of the critical elements, the Provider will be contacted immediately for the required information. The verification process remains on hold until the following items are received:

- CV in month/year format (five (5) years)
- All pages of the application signed, dated, and filled out accordingly
- Valid email address
- Evidence of malpractice insurance
- Description malpractice claims

If after three attempts, the information requested is not received, the application is considered abandoned and the application materials are returned to the practitioner.

C. CONFLICTING INFORMATION/INFORMATION REVIEW BY PRACTITIONER:

If CIIPA identifies conflicting info in the application, the practitioner will have the right to review and/or correct their entire application, with the exception of confidential peer review/faculty correspondence and the National Practitioner Data Bank response. The practitioner has two (2) weeks to correct this information with an explanation. All corrected information must be primary source verified. Corrected information must be submitted in writing, via fax or email to the Medical Staff Services Central Office. The credentialing process is suspended pending receipt of all necessary information.

D. NON-DISCRIMINATORY CREDENTIALING DECISIONS

Healthcare practitioners are granted membership or continued membership in CIIPA based on the need for their services consistent with the objectives and programmatic needs of CIIPA. Membership or continued membership to CIIPA cannot be denied to any individual because of sex, race, national origin, creed, color, age, marital status, sexual preference, or disability (except where that disability renders the person incapable, despite reasonable accommodation, of performing the essential functions required of practitioners participating in CIIPA). Any practitioner complaints of discrimination are logged by CIIPA and are thoroughly investigated by the appropriate parties.

CIIPA conducts periodic review of the Policy and Procedure Manual, the credentialing and re-credentialing applications, and all standard forms and letters. This is to ensure that all documents that support the credentialing process are compliant with applicable regulatory agency standards and guidelines. All CIIPA Providers are subject to the current policies and credentialing process.

IV. PROVIDER TERMINATION POLICY

A. PROVIDER TERMINATION FROM CIIPA WITH CAUSE

The CIIPA Participation Agreement may be terminated immediately by either party upon the bankruptcy and insolvency of the other party. This Agreement may be terminated immediately by CIIPA in the event of any of the following with respect to the Provider:

- Imminent patient harm
- Failure to maintain any of the qualifications listed in CIIPA Provider Network Agreement and CIIPA Provider Network Agreement Addendum
- Non-adherence to CIIPA and Northwell Health Premium Network Membership Criteria
- Any suspension, revocation, condition, limitation or other restriction of any license or certification necessary for the provision of Covered Services
- Any investigation or determination by any third party payer, court, or other administrative tribunal that the Provider may have or has engaged in abusive billing, fraud, dishonesty, or other acts of misconduct in the rendering or reimbursement of medical services
- Any indictment or conviction of a felony, or any criminal offense related to health care or related to the provision of services paid for by Medicare, Medicaid or another federal health care program, or sanction by or exclusion from participation in Medicare, Medicaid or any other federal program

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- Any denial, suspension, restriction, revocation, or voluntary relinquishment in lieu of disciplinary action of medical staff privileges at any hospital
- Any requirement to pay damages in any malpractice action by way of judgment or settlement related to an enrollee, unless such judgment or settlement is de minimus
- Any cancellation, change or amendment to professional liability insurance policies which reduces coverage limits or limits the scope of practice of the Provider
- Failure to comply with the participation criteria offered as part of a specific network addendum or failure to comply with the participation criteria required by a payer
- An event or occurrence (including, but not limited to, illness or disability) that will likely interrupt all or some of a Provider's practice for a period of 60 calendar days, or which may have a material adverse effect on Provider's ability to perform their obligations for such period
- Failure to meet credentialing criteria as defined by CIIPA and as may be amended by CIIPA
- A continual pattern of declination of contract participation for more than one year.

B. PROVIDER TERMINATION FROM CIIPA WITHOUT CAUSE

CIIPA may, at any time, terminate a Provider without cause if CIIPA no longer has the authority under applicable law to fulfill its obligation hereunder.

V. NOTICE OF PROVIDER RIGHTS

Under Section 4406-d of the New York Public Health Law, health plans and IPAs may not terminate a IPA Provider who is a healthcare professional unless the plan or IPA gives the Provider a written explanation of the reasons for the proposed termination, and an opportunity for a hearing to challenge the termination. Exceptions to this requirement are cases involving imminent harm to patients, determinations of fraud, recent criminal activity or conviction, final disciplinary action by a state licensing board or other governmental agency that impairs the Provider's ability to practice, or non-renewal of the CIIPA Provider Network Participation Agreement. In these cases, the Provider is not entitled to a hearing.

In other cases:

- CIIPA will provide notice of the proposed contract termination to the Provider, which will include:
  - The reasons for the proposed action
  - Notice that the Provider has the right to request a hearing or review, at their discretion, before a panel is appointed by CIIPA
  - A time limit of at least 30 days within which the Provider may request a hearing. Upon mutual agreement between the Provider and CIIPA, the 30 day period may be extended

    A time limit for a hearing date which must be held within 30 days after the date CIIPA receives request for a hearing.
- The hearing panel must be comprised of at least three (3) individuals selected by CIIPA. One member of the panel must be a clinical peer in the same discipline or similar specialty as the terminated Provider. If the panel is greater than three (3), clinical peers must constitute at least a third of the membership.
- The hearing panel selects one of its members to be the panel chairperson. The chairperson will preside over the hearing.
- At the hearing, each party may present witnesses, documentary evidence, and other materials to support their position. Although the rules of evidence do not apply, it is within the sole discretion of the hearing panel to decide whether to accept or reject any offered testimony, evidence or other materials proposed to be submitted.
- The hearing is not recorded in any medium, unless one of the parties specifically requests such recording. The party requesting recording must make all necessary arrangements and pay all costs related to the recording. The party requesting recording must also provide a copy of the transcript or similar recording to the other side.
- Parties have the right to be represented at the hearing by counsel of their choosing
- The hearing panel must render a decision in a timely manner after the close of the hearing. The decision must be in writing within 30 calendar days of the hearing. The decision must include reinstatement of the Provider by CIIPA, provisional reinstatement subject to conditions set forth by CIIPA, or termination of the Provider. The decision must be provided in writing to the Provider. The hearing panel must follow the conditions of IPA participation, the CIIPA Provider Manual, and applicable law.
- The terminated Provider remains a participating Provider pending decision of the hearing panel. If the hearing panel upholds termination of the Provider, the termination takes effect no earlier than 30 days after the Provider receives the hearing panel's decision.

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- Termination is not in effect until 60 calendar days from Provider's receipt of notice of termination, unless termination involves the exclusions above, i.e. hearings do not have to be provided for cases involving imminent harm to patient care, a determination of fraud, or a final disciplinary action by a state licensing board or other governmental agency that impairs the Provider's ability to practice.
- CIIPA shall not terminate a Provider or refuse to renew a contract solely because the Provider has:
  - Advocated on behalf of an enrollee
  - Filed a complaint against CIIPA
  - Appealed a decision of CIIPA
  - Requested a hearing or review pursuant to this policy

VI. NON-RENEWAL POLICY

Both CIIPA and its participating Providers may exercise a right of non-renewal once a contract expires. On each January first occurring after the contract has been in effect for at least one year, either party may exercise a right of non-renewal with a 60 day notice (prior to January 1) for contracts that do not have an expiration date. Non-renewal does not constitute a termination requiring a hearings process under this policy.

CIIPA will consult with Providers regarding the methodologies used by CIIPA to collect and analyze Provider profiling data. Profiling data is used to evaluate performance or practice of a Provider, and will be measured against an comparable group of Providers. Each Provider evaluated by such data will be given an opportunity to discuss the unique nature of their patient population, which may have bearing on their performance.

CIIPA strives to protect the due process rights of Providers. Providers have the right to a systematic process to protect against arbitrary and capricious termination decisions pursuant to New York law.

CIIPA does not terminate a contract with a Provider unless it gives the Provider a written explanation of the reasons for the proposed contract termination. An opportunity for review or a hearing is also given along with the written explanation.

Providers should submit all written requests for an appeal of a Network participation determination to the following location:

CLINICAL INTEGRATION NETWORK IPA, LLC
APPEALS AND GRIEVANCES DEPARTMENT
600 COMMUNITY DRIVE, SUITE 300
MANHASSET, NY 11030
ATTENTION: NETWORK SERVICES

VII. PROVIDER TERMINATION BY PAYER

Providers may be terminated from a payer contract at any time, based on the discretion of CIIPA and/or the CIIPA contracted payer. Termination from a payer contract does not result in the termination of the Provider from CIIPA and as such, no hearing is required.

A. CHANGE OF PROVIDER PAYER CONTRACT TIER STATUS IN CIIPA

Changes to the Provider's tier status can be made based on the continual network needs assessment and benefit design of the payer and their contracted network. CIIPA will notify, in writing, all CIIPA Providers of changes to their payer tier status 60 days in advance of the change.

B. TERMINATION FROM THE NORTHWELL HEALTH PREMIUM NETWORK BY THE PROVIDER

The CIIPA Provider can, at any time, notify CIIPA in writing of their wish to terminate participation in the IPA. Termination is effective 90 days from receipt of the Provider's letter. Dues paid in advance for the calendar year are not refunded to CIIPA Providers that terminate their participation.

CIIPA Providers are required to continue to care for the enrollees of payers that have been attributed to the Provider from the CIIPA payer organization for a period of 90 days after effective date of termination from CIIPA. It is the CIIPA Provider's responsibility to notify their patients that they have ceased participation in the Network, and as such are expected to notify patients within 14 calendar days of changes to their participation status with CIIPA. ●