

St. Joseph's/Candler Advocate Health Network, LLC	St. Joseph's/Candler Advocate Health Network Title: Termination of Providers	Policy Number: 2003-AHN Effective Date: Page 1 of 5
--	---	--

Policy Statement

It shall be the policy of St. Joseph's/Candler Advocate Health Network, LLC to maintain the highest level of professional and ethical standards in the conduct of its business.

Purpose

The purpose of this Policy is to provide a standard procedure for Provider notice of terminations and summary suspensions for failing to meet Company Provider performance standards, including quality standards, behavior and citizen standards and credentialing standards. This policy does not in any way limit Company's and (its agents identified) the ability to summarily suspend participating providers who present an immediate threat to the health, safety, and welfare of Company's patients, participating providers, and associated staff. This Policy describes the Company's Provider appeal procedures and the applicable process for Provider termination/summary suspension hearings.

Entities to whom this Policy Applies

St. Joseph's/Candler Advocate Health Network, LLC (the "**Company**") and all Providers.

Definitions:

"**Adverse Action**" means any reduction, restriction, suspension, revocation, or denial of a Provider's status as a participating physician or practitioner with the Company and corresponding termination of the Participation Agreement as it applies to Provider in accordance with the Termination of Providers Policy (2003- AHN).

The "**Board**" means the Company Board of Managers.

The "**Chair**" means the Chair of the Company Board.

"**Committee**" means the Company Clinical Integration Committee.

"**Company**" means **St. Joseph's/Candler Advocate Health Network, LLC**.

"**Company Patient(s)**" means an individual who is enrolled in a health plan or product sponsored or administered by a commercial or government health care insurer or any self-insured health plans that have contracted with the Company to participate in quality and incentive programs related to the furnishing of medically necessary items and services to such individual.

“**Executive Director**” means the Company Executive Director as defined in the Company Executive Director Job Description.

“**Hearing Committee**” means an ad hoc committee appointed by the Credentialing Committee chairperson and approved by the Company President to conduct a hearing with respect to a denial of recredentialing approval or a restriction or limitation of participation of a particular Provider. Each such Hearing Committee will consist of a member of the Credentialing Committee serving as chair plus three (3) Providers of the Company.

“**Immediate Termination**” means the Company may terminate the Provider immediately, upon written notice, upon the occurrence of any events stipulated under section 6.4 of the Participating Physician Agreement. If such as action is taken against a Provider, no procedural rights described in this policy will occur.

“**Medical Director**” means the Company Medical Director as defined in the Company Medical Director Job Description.

“**Participation Agreement**” means a written agreement with the Company to provide covered services to Company Patients.

“**Potential Adverse Action Trigger**” means any instance or circumstance in which: (a) the Medical Director has recommended an Adverse Action consistent with the Performance Improvement Policy (2002-AHN) with respect to a particular Provider for failing to comply with the Performance Improvement Policy; (b) the Medical Director has recommended an Adverse Action with respect to a particular Provider for failing to comply with the Code of Conduct (2000-AHN); or (c) a Provider has been denied recredentialing by the Credentialing Committee in accordance with the Recredentialing Policy.

“**Provider**” means a physician or allied health professional who has been credentialed and approved by the Board as a participant of the Company and has not had his or her Participation Agreement or any joinder agreement relation to participation in the Company terminated.

“**Summary Suspension**” means emergency or urgent Adverse Action taken against a Provider before a hearing is held.

Procedural Rights:

- I. No procedural rights under this Policy will occur if written notice of Immediate Termination has been given to the Provider pursuant to occurrences stipulated in section 6.4 of the Participating Physician Agreement
- II. The Medical Director, Credentialing Committee, or Board of Managers may recommend the termination of a Provider under any of the following Adverse Triggers or circumstances. In making a determination to terminate, The Company will consider the following criteria:
 1. Failure of Provider to comply with the Credentialing Criteria of the Company, as may be amended from time to time, including without limitation revocation, suspension or limitation of any material license required by Provider to provide his

or her services hereunder; or revocation, suspension or limitation of Provider's right to participate in the Medicare or Medicaid programs; revocation, suspension or limitation of Provider's license to dispense or prescribe controlled substances or narcotic drugs; the commission by Provider of any act or conduct for which his or her license may be revoked or suspended by any governmental or administrative body (whether or not such suspension or revocation of his or her license actually occurs); the occurrence of or criminal indictment for any act or omission by Provider that is determined by the Company to be detrimental to the reputation, operation or activities of the Company; failure of Provider to maintain required general and professional liability insurance coverage protection; or the death or disability of Provider;

2. The Company determines in good faith that patient safety, health or welfare is jeopardized by continuation of the participation of the Provider in the Company;
3. Provider fails at any time to comply with the minimum requirements for malpractice insurance set forth by the Company for that Provider's specialty.
4. The Provider has been convicted of, or the Company has reason to believe the Provider has committed, a felony, or other act involving dishonesty, fraud, deceit, or misrepresentation or the physician is under investigation by an appropriate legal authority with respect to such conduct.
5. The Provider has submitted false or erroneous claim to the Company or to any entity affiliated with the Company.
6. The Provider has misrepresented or knowingly misstated a fact or matter on his/her application or on further documents or correspondence requested by the Company.
7. The quality of care provided by the Provider to a Company Patient is determined by the Company's Clinical Integration Committee and affirmed by the Medical Director not to meet medically acceptable standards for the Company's service area as determined by the Company's Clinical Integration Committee.
8. A potential Adverse Action trigger has occurred.
9. Any other circumstances in which the Credentialing Committee believes that continued participation by the Provider would not be in the best interest of the Company.

Procedure

- II. In the event that the Medical Director, Credentialing Committee, or the Board of Managers decides to terminate the participation of, or to restrict or limit the participation of, a Provider, the Provider shall be afforded the notice and appeal procedures set forth in this Section.
- III. Within fifteen (15) business days after making a decision to terminate or impose conditions or restrictions on the participation of a Provider, written notice shall be sent to

the Provider that he or she will be afforded an opportunity to be heard before a Hearing Committee appointed by the Credentialing Committee chairperson. The Provider then will have fifteen (15) business days after receipt of such notice to request a hearing before the Hearing Committee. Within thirty (30) business days after receipt of such request, the Executive Director or Medical Director shall notify the Provider of the date, time and place designated for such hearing, which date shall not be less than ten (10) business days after the date of such notice.

- IV. At any hearing, the Provider shall be afforded the opportunity to present evidence and witnesses, and to respond to the reasons stated as the basis for the adverse decision. The Provider has the right to be represented by an attorney or other person of their choice. In addition, or in lieu of making a personal appearance, the Provider may submit a written statement to the Hearing Committee.
- V. No member of the Hearing Committee shall be in direct economic competition with the Provider involved. A Hearing Committee member is not disqualified from serving on a Hearing Committee because he/she has heard of the case or has knowledge of the facts involved. The members of the Hearing Committee shall give fair and impartial consideration to the case. Final selection of Hearing Committee members will be determined by the Company President.
- VI. Within thirty (30) business days after completion of the hearing, the Hearing Committee will make a recommendation to the Board of Managers, and the Board of Managers at its next regular meeting will make a final decision whether to terminate or to impose conditions or restrictions on the participation of the Provider. Written notice of such decision, specifying the effective date of the decision, shall be given to the Provider within thirty (30) business days after the decision of the Board of Managers.
- VII. Notwithstanding anything to the contrary set forth therein, if the Board of Managers determines that the failure to terminate the participation membership of a Provider would present an immediate danger to the health of any individual, the Board may terminate immediately the participation of the Provider under the Participation Agreement. In such event, the Provider shall be given the notice and opportunity to be heard, except for the requirement that such notice and hearing be provided prior to the effective date of the action. Within thirty (30) business days after completion of the hearing, the Hearing Committee shall make a recommendation to the Board of Managers, and the Board of Managers at its regular meeting will make a final decision as to whether or not the Provider will be reinstated. Written notice shall be given to the Provider of such decision within thirty (30) business days after the decision of the Board of Managers.
- VIII. Within thirty (30) business days after any final adverse action that is required to be reported to the National Practitioner Databank (“NPDB”) or the Georgia Composite Medical Board (“GCMB”), such action shall be reported in writing to the NPDB and GCMB.
- IX. The Board of Managers has the right to terminate a Provider’s participation in the Company without cause by providing 90 days prior written notice.

RELATED DOCUMENTS:

Code of Conduct (2000-AHN)

Credentialing Policy (2001-AHN)

Performance Improvement Policy (2002-AHN)

Approved:

Signature

Original Implementation Date:

Effective System Date:

Next Review Date:

Originating Department/Committee:

Reviewed:

Revised:

Rescinded:

Former Policy Number(s):

Legal Reference:

Cross Reference: