New Jersey Department of Human Services Division of Medical Assistance and Health Services Accountable Care Organization Certification Application Form

Name of Organization: The Healthy Cumberland Initiative, Inc. (THCI)

Address: 165 Bridgeton Pike, Mullica Hill, NJ 08062

Primary Contact Person: A. James Boote

Phone: 856-641-8627 FAX: 856-641-8641 Email: bootej@ihn.org

Proposed Area of Coverage: (include zip codes)

Cumberland County - 08302, 08311, 08314, 08323, 08324, 08327, 08332, 08345, 08349, 08353,

08360, and 08361.

The narrative portion of the application shall not exceed 10 double-spaced type written pages with a 12 point font minimum.

The following documents must be included along with the narrative in order to be considered for review (refer to N.J.A.C. 10:79A for specifics):

- ✓ Letter of Commitment with Original Signature
- ✓ Copy of the Certificate of Incorporation filed with the State
- ✓ Organization Bylaws
- ✓ List of Governing Board Members
- ✓ Letters of Support by required entities
- ✓ Quality Plan
- ✓ Gainsharing Plan (may be submitted up to 1 year after demonstration start date)

I attest the information contained in the ACO demonstration project certification application is accurate, complete, and truthful, that the signatory is familiar with the laws and regulations regarding the provision of healthcare services, and that the services are to be provided in compliance with such laws and regulations.

Signature, Title

Date

APPLICATION DEADLINE – 60 days after regulations are effective. Note: All applications will be posted on the DHS-DMAHS website and open for public comment for 30 days.

Table of Contents	Page Number
A. Introduction	1
B. Organizational Overview and Governing Board	2
C. Designated Area	7
D. Provider Engagement	7
E. Community Engagement	8
F. Commitment to Demonstration	8
G. Quality Measures, Patient Safety and Patient Satisfaction	9
H. Gainsharing Plan	10
I. Exhibits	
1. Certificate of Incorporation	
2. Governing Board Bylaws	
3. Governing Board Members	
4. Organizational Chart	
5. Analysis of Designated Area	
6. Medicaid Providers Participation	
7. Letters of Support	
8. Quality Plan	
9. Gainsharing Plan	

A. Introduction

The Healthy Cumberland Initiative, Inc. (THCI) is seeking certification as a Medicaid ACO in order to participate in the New Jersey Medicaid ACO Demonstration Project (N.J.S.A. 30:4D-8.1).

THCI is a non-profit organization, formed to bring together a consortium of physicians, other medical providers, behavioral health programs, local hospitals and other community partners. The goal of THCI is to engage individuals in treatment and enhance the care delivered to Medicaid beneficiaries in Cumberland County. These are the most vulnerable individuals, often overwhelmed by the complexity of their diseases and associated treatment as well as the intricacies of the health care delivery system they must navigate. Through care coordination, information sharing and efficient care delivery, beneficiaries will receive services tailored to their specific needs but which eliminate redundancies and waste. Specific areas that will be addressed include avoidable inpatient admissions, avoidable Emergency Department visits, high service users (i.e. hotspotters) and readmissions. A copy of the Certification of Incorporation is included in Exhibit 1.

THCI includes a variety of health care providers needed to address a broad spectrum of health issues, including physicians, hospitals, behavioral health providers/programs and community partners. These individuals and organizations will promote care coordination, encourage key services (e.g. health education and culturally appropriate care), reward

A. Introduction (Continued)

quality, improve outcomes and patient experiences, advocate interdisciplinary collaboration, improve access to dental care and elicit community feedback in order to further enhance the quality and efficiency of services provided.

B. Organizational Overview and Governing Board

THCI is a non-profit corporation founded to address the health care delivery deficiencies in Cumberland County, which ranked last in the health of its population in the 2014 Robert Wood Johnson Foundation Annual Public Health Rankings. The organization is comprised of all of the hospitals in the designated area, the county's sole Federally Qualified Health Center (FQHC), primary care providers, behavioral health providers, and community agencies. Each participating entity will contribute their expertise to the ACO, focusing their combined efforts to enhance the delivery of care to Medicaid enrollees in the designated area while reducing unnecessary expenditures and care encounters (e.g. primary care appointments, Emergency Department visits and inpatient admissions/readmissions).

Governing Board members are appointed in accordance with THCI Bylaws, included in Exhibit 2. A full listing of Governing Board members is included in Exhibit 3. An organizational chart is included in Exhibit 4. The Executive Director of THCI will be Jim Boote, Vice President of Ambulatory Services at Inspira Health Network. The Medical Director will be Cheryl Bettigole, MD, MPH. She is the Chief Medical Officer of

B. Organizational Overview and Governing Board (Continued)

CompleteCare Health. Quality Activities will be overseen by Paul Lambrecht, Vice

President of Quality and Patient Safety at Inspira Health Network. Director of Provider

Network Services will be Clare Sapienza-Eck, Inspira Health Vice President of Business

Development and Physician Relations.

The THCI is overseen by the Governing Board in accordance with the organization's bylaws. Meetings are expected to be held at least four times a year. Governing Board Committees will include a Quality Committee, responsible for identifying areas for investigation, required quality monitoring and developing mechanisms for patient feedback and satisfaction. Per the ACO demonstration rules, the Governing Board includes groups that can advocate on behalf of patients (i.e. County Wellness Alliance, First Step, YMCA) as well as address non-health care issues such as food (i.e. County Wellness Alliance and Shoprite). Overviews of these organizations are included below.

The CompleteCare Health Network began in 1974 as the Community Health Improvement Program and has grown to become the largest health organization of its kind in South Jersey. They are the region's designated Federally Qualified Health Center (FQHC), with 20 locations throughout Gloucester, Cumberland and Cape May Counties and offer state-of-theart primary, specialty, women's health, dental and behavioral health services, all by Board-Certified Providers. The organization's mission is to provide patients access to affordable,

3

B. Organizational Overview and Governing Board (Continued)

high-quality health services. CompleteCare prides itself in being culturally competent and sensitive to the special needs of all of its patients. Services available through CompleteCare include: Primary Medical Services; Pediatrics; OB/GYN; Senior Services; Specialists; Podiatry; Dental; Behavioral Health; School-based Services; and a discount pharmacy program (340B).

Inspira Health Network is a charitable nonprofit health care organization formed in November 2012 by the merger of South Jersey Healthcare and Underwood-Memorial Hospital and is comprised of three hospitals, four multi-specialty health centers and a total of more than 60 locations, including outpatient imaging and rehabilitation centers; numerous specialty centers; and more than two dozen primary and specialty physician practices in Cumberland, Gloucester and Salem counties. The organization values quality, partnership (building relationships with patients, community, employees, physicians, other healthcare providers and governing boards to improve healthcare), empowerment (enabling patients, physicians and staff to make responsible decisions to improve work processes), integrity, stewardship, and compassion. The Network operates a complete continuum of inpatient, acute outpatient and outpatient behavioral health programs.

In 2010, the Cumberland Health & Wellness Alliance was formed to provide all residents of Cumberland County an increased awareness and understanding of healthy living. The

B. Organizational Overview and Governing Board (Continued)

Alliance represents not only the residents of Cumberland County but also Salem and Gloucester, and is now known as the Cumberland/Salem/Gloucester Health and Wellness Alliance. The Alliance has several areas of specific focus including prescription drug abuse prevention, teen pregnancy, and chronic disease management (diabetes, cancer and congestive heart failure). In addition, the Alliance has been instrumental in providing support and assistance during the open enrollment period of the Insurance MarketPlace. The Alliance counts a number of organizations as partners Those specific to Cumberland Count include CompleteCare Health Network, Cumberland County 4-H, Cumberland County College, Cumberland County Health Department, Cumberland County Schools, Cumberland County United Way, Cumberland County Workforce Investment Board, Cumberland Development Corporation, Cumberland Technical Education Center (CTEC), Cumberland/Cape/Atlantic YMCA, Gateway Community Action Partnership, Inspira Health Network, NJ Area Health Education Centers (AHEC), Rutgers Food Innovation Center, The CEO Group, and Vineland Health Department.

The Cumberland Cape Atlantic YMCA is a non-profit, charitable organization located in Vineland, Cumberland County. Organized in 1927 in response to social challenges, the organization strives to include all people. Partners of the YMCA include school districts, social welfare agencies, medical entities and local chapters of national organizations. The YMCA runs a fitness program with a particular focus on seniors and has recently formed a partnership with CompleteCare Health Network and Bottino's Shoprite to create a diabetes

B. Organizational Overview and Governing Board (Continued)

resource center at the Vineland store with funding from the Robert Wood Johnson Foundation and the Reinvestment Fund. The YMCA will also run fitness programs at the Shoprite store with the goal of increasing community outreach and engagement.

The Cumberland County Guidance Center provides patient-centered, recovery focused mental health services. With offices in Millville, Bridgeton and Vineland, the Center provides services to residents throughout Cumberland County. Offerings include outpatient services, crisis intervention, adult partial care, integrated case management, assertive community treatment, transition from homelessness, and society re-entry for the incarcerated with mental health issues.

Bottino's Shoprite is a full service grocery store located in the designated area. In 2012, the New Jersey Food Access Initiative (NJFAI) provided financing to support the construction of a 79,000-square-foot retail center in Vineland, New Jersey, anchored by a Bottino's ShopRite supermarket. The retail center includes a Federally Qualified Health Center through CompleteCare Health Network and three other retail spaces. The new store meets objectives of the New Jersey Fresh Foods initiative, bringing healthy food choices to an underserved market. In addition, backup generators were installed at the store, ensuring continuous operation to the area in an emergency or natural disaster. Through a program with CompleteCare, a voucher/coupon system is in place to encourage healthy eating choices. The site also houses a community room, where CompleteCare will be running its bilingual

B. Organizational Overview and Governing Board (Continued)

diabetes education program (Taking Control / Tomando) and where the YMCA will be running its fitness program. Funding was provided by the RWJ Foundation and will also support the addition of a community health worker and a kiosk to assist shoppers with healthier food selections and to connect them to new resources to help prevent and control diabetes.

C. Designated Area

THCI will be focusing on zip codes within Cumberland County, NJ, an area with 27,952 Medicaid Enrollees. The area to be focused on includes the following zip codes: 08302, 08311, 08314, 08323, 08324, 08327, 08332, 08345, 08349, 08353, 08360, and 08361. Analysis of the zip codes and Medicaid beneficiaries is included in Exhibit 5.

D. Provider Engagement

Support for the THCI is extensive, ranging from those providing direct care to Medicaid beneficiaries to those who provide services to the community. Backing and encouragement has been received from the primary care providers in the county, both general hospitals, specialty physicians, behavioral health providers, social service agencies and community organizations. Analysis of the Medicaid providers participation is included in Exhibit 6.

D. Provider Engagement (Continued)

Representatives of THCI have been involved in the Affiliated Accountable Care

Organization (AACO) of New Jersey, which has had preliminary discussions with managed
care representatives about ACOs and their goals. These discussions have shown that the
managed care organizations have interest in being involved with THCI. The Healthy

Cumberland Initiative, Inc. will work with the AACO, as well as managed care organizations
directly. Letters of support have been provided in Exhibit 7.

E. Community Engagement

THCI will develop a number of measures to ensure community engagement. As part of the planning process, the designated area will be analyzed to identify key issues affecting care availability and systems used by Medicaid beneficiaries. A crucial element of this analysis will be feedback from the community. The Quality Committee of the Governing Board will be undertaking this issue, placing an emphasis on providing the free flow of feedback between the ACO and the community it serves.

THCI has entered into an agreement with the Camden Coalition of Health Care Providers (CCHP) to obtain healthcare utilization patterns amongst their patient population. This will be accomplished through a hotspotting program funded by the Nicholson Foundation and is sponsored by the New Jersey Healthcare Quality Institute's Affiliated Accountable Care Organization. The analysis will allow THCI to identify groups of service users who may benefit from a more focused approach and ultimately receive enhanced care.

F. Commitment to Demonstration

THCI is committed to being the ACO for Cumberland County. THCI agrees to be accountable for the health outcomes, quality, cost, and access to care of Medicaid recipients residing in the designated region for at least three years following certification. In doing so, THCI will comply with all requirements of the Medicaid ACO legislation and regulations.

G. Quality Measures, Patient Safety and Patient Satisfaction

THCI will draw upon the expertise and experience of all its partners, especially Inspira

Health Network and CompleteCare Health Network. Inspira, through its participation in the

Medicare Bundled Payment Care Initiative — Model 1 Gainsharing Program, has been

monitoring care redesign measures, patient safety and beneficiary experiences for Medicare

admissions. Currently the Network monitors several of the quality metrics required under the

ACO Demonstration. CompleteCare has been participating in a Shared Savings Program

with United and has been able to demonstrate very significant shared savings in the first 6

months of the program. In addition, CompleteCare already monitors many of the quality

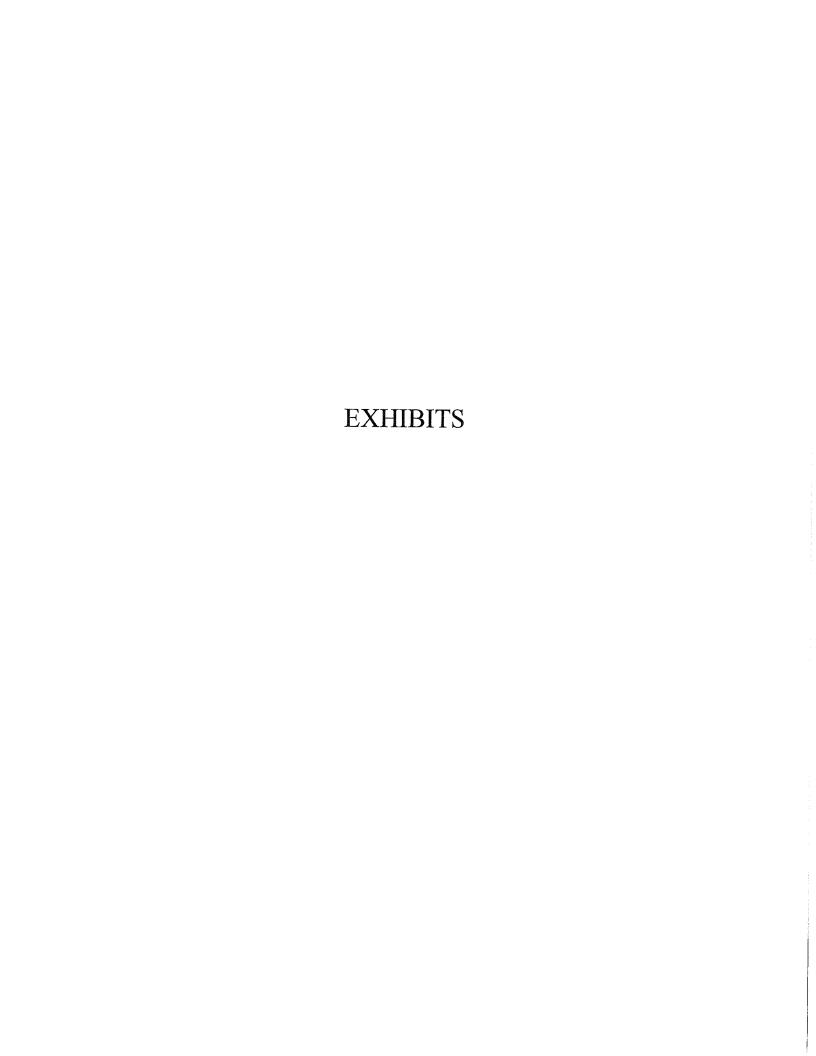
metrics required under the ACO demonstration regulations.

In addition to monitoring these metrics and developing remedial actions, the THCI will develop and implement strategies to ensure feedback from patients on satisfaction is received and incorporated into the focus of the group. A copy of the Quality Plan is included in Exhibit 8.

9

H. Gainsharing Plan

The gainsharing plan of THCI will be developed over the next 6-9 months by the Governing Board and submitted to the Department at a later date. Inspira Health Network, a participant in the CMS Model 1 Gainsharing Program, will lend its experience and expertise in developing the proposal for THCI's Governing Board. The plan will address how the organization will promote care coordination, increase medication compliance, encourage the use of technology and information sharing and promote healthy living in the designated area. In addition, the Plan will include an evaluation of the impact of the ACO on the revenues and volumes of the participating hospitals (i.e. due to the potential decrease in ED and inpatient utilization as a result of more coordinated care). Quality performance measures, which participating entities will report to the ACO, will be specified in the plan. Finally, the gainsharing plan will specify how savings will be distributed to members, and how this will be phased in over time. See Exhibit 9.



<u>EXHIBIT 1</u>: CERTIFICATE OF INCORPORATION

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERVICES FILING CERTIFICATION (CERTIFIED COPY)

THE HEALTHY CUMBERLAND INITIATIVE, INC. 0400668063

I, the Treasurer of the State of New Jersey, do hereby certify, that the above-named did file and record in this department the below listed document(s) and that the foregoing is a true copy of the formation certificate as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



Certification# 132642888

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 23rd day of June, 2014

Andrew P Sidamon-Eristoff
State Treasurer

Verify this certificate at https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Date of this notice: 06-23-2014

Employer Identification Number:

47-1160949

Form: SS-4

Number of this notice: CP 575 E

HEALTHY CUMBERLAND INITIATIVE INC % ROBERT M DANGEL 165 BRIDGETON PIKE MULLICA HILL, NJ 08062

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-1160949. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax Form 990-EZ, Short Form Return of Organization Exempt From Income Tax Form 990-PF, Return of Private Foundation Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

Form 1120, U.S. Corporation Income Tax Return Form 1041, U.S. Income Tax Return for Estates and Trusts Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

Applying for Tax-Exempt Status

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service PO Box 12192 Covington, KY 41012-0192

Publication 557, Tax Exempt Status for Your Organization, has details on the application, process as well as information on returns you may need to file.

Additional information

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you don't have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can contact us using the phone number or address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you don't need to write us, please don't complete and return this stub.

Your name control associated with this EIN is HEAL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

EXHIBIT 2: BYLAWS

THE HEALTHY CUMBERLAND INITIATIVE INC.

BYLAWS

PREAMBLE

- A. The Healthy Cumberland Initiative, Inc. ("THCI"), a New Jersey nonprofit corporation is being formed and will be operated for the primary purpose of owning and operating an Accountable Care corporation in the State of New Jersey in accordance with N.J.A.C. 10:79A-1.1 et seq., as such regulations may exist and be interpreted from time to time. All terms and concepts contained in these Bylaws shall be interpreted in a manner consistent with the letter and intent of such regulations.
- B. THCI and its participants will work together to manage and coordinate care for Medicaid beneficiaries pursuant to the mechanism for shared governance set forth in these Bylaws such that THCI's participants will have appropriate proportionate control over THCI's decision-making process.
- C. It shall be THCI's intent to engage the public with respect to THCI's work in order to assure a positive impact on health access, outcomes, and costs, and to receive comments regarding a gainsharing plan adopted by THCI.

ARTICLE I

Membership

Section 1. <u>Membership</u>. THCI shall be a membership organization. The original members ("Members") of THCI are set forth on Schedule A annexed hereto. The number and identity of the Members may be changed over time pursuant to processes set forth in these Bylaws. Some Members may be individuals ("Individual Members") and other Members may be organizations ("Organization Members"). The Individual Members and the Organization Members may be referred to collectively herein as the Members.

Section 2. Organization Members.

- A. Each Organization Member will have the right to designate one individual who is to serve on the Board of Directors of THCI ("Board"). Each Organization Member may change the identity of its designated director at any time and as often as it see fit by sending written notice of any such change to the Secretary of THCI.
- B. The Organization Members must include social service agencies or organizations, such as legal aid organizations, charitable and religious groups, and groups providing support for the needy and elderly.

- C. The Organization Members must include at least two consumer organizations capable of advocating on behalf of patients residing in THCI's designated area and at least one of these Members must have extensive leadership involvement by individuals residing within THCI's designated area, such as: community organizing entities, faith-based organizations, and grassroots leadership development entities. Also, at least one of these Members must have an office or other physical presence in THCI's designated area.
- D. No single organization may satisfy more than one of the requirements contained in B. and C., above.
- Section 3. <u>Annual Meeting</u>. The Annual Meeting of the Members shall be held in the first quarter of each year at a time and place designated by resolution of the Board, or at such other time, place and date as the Board may decide by resolution, to receive such reports and other information on the affairs of THCI as the Board deems necessary or advisable.
- Section 4. <u>Special Meetings</u>. Special meetings of the Members may be called by the Chair of the Board.
- Section 5. <u>Notices of the Meetings.</u> Written notice of the date, time, place and purposes of every meeting of the Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Chair of the Board. Any Member may waive notice of any meeting by signing a waiver of the notice whether before or after the meeting. The attendance of a Member at any meeting without protesting prior to the conclusion of the meeting the lack of notice of the meeting shall constitute a waiver of notice.
- Section 6. <u>Transfer of Membership</u>. Membership in THCI is not transferable or assignable. THCI shall not issue certificates of stock or dividends.
- Section 7. <u>Termination or Resignation of Membership</u>. At any regular or special meeting of the Board and upon a 2/3 vote of all of the persons on the Board (with the exception of the person on the Board who was appointed by the Member in question), any Member may be terminated as a Member of THCI. No cause need be established in support of such a termination; however, the Member in question will be given at least ten (10) days notice of the fact that the question of its continued membership in THCI will be the subject of a vote of a meeting of the Board. Any Member may resign its membership in THCI at any time by providing written notice of resignation to the Secretary of the Board. If a Member is terminated or resigns pursuant to this Section, the person designated by that Member to serve on the Board will immediately cease to serve on the Board and any committees thereof.

Section 8. Addition of Members. At any regular or special meeting of the Board and upon a 2/3 vote of all the persons on the Board, an individual or organization may be made a Member of THCI.

ARTICLE II

Board of Directors

Section 1. <u>Management</u>. Subject to the powers of the Members, all powers of THCI shall be exercised by and under the authority of the Board, and the property, business and affairs of THCI shall be managed under the Board's direction. The Board shall also provide for the orientation of newly elected Directors and continuing education of Directors.

Section 2. <u>Number of Directors</u>. The Board shall consist of one duly authorized representative of each Organization Member and not more than five (5) Individual Members. At least one of the Individual Members must reside within THCI's designated area. Each person on the Board will be entitled to one vote on all matters coming before the Board.

Section 3. Appointment and Election of Directors.

- A. The Initial Board of Directors is shown on Exhibit B attached hereto.
- B. Each Organization Member of THCI will have the power to appoint one individual to serve on the Board. Each Organization Member may replace such individual with another as often as it sees fit by providing written notice to the Secretary. At no time may one Organization Member have more than one individual appointed by it on the Board. At no time may one individual be appointed to the Board by more than one Organization Member. There will be no limitation on the length of time that a person appointed to the Board by an Organization Member may serve on the Board.
- C. By a vote of the majority of all the Members, Individual Members will be elected to the Board and shall serve a term of three (3) years unless removed from the Board by a 2/3 vote of all the Members.
- D. At all times, the membership of the Board shall balance the interests of primary and specialty care providers, hospitals and consumer beneficiaries.
- E. In particular, the membership of the Board must include persons who represent the interests of health care providers, such as: general hospitals, clinics, private practice offices, physicians, behavioral health care providers and dentists.

- F. At all times, the membership of the Board shall include at least one primary care physician and representation from other physician specialties.
- G. The Executive Director will be an ex-officio, voting member of the Board of Directors.

Section 4. <u>Annual Meeting</u>. The Annual Meeting of the Board shall be held at a date and at such time and place as designated by resolution of the Board, or on such other date, time and place as set forth by resolution of the Board, for the purpose of electing officers and for such other business as may properly come before the meeting. Written notice of the date, time, place and purpose of the meeting shall be given not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by mail to each Board member of record entitled to vote at the meeting.

Section 5. <u>Regular Meetings</u>. Regular meetings of the Board shall be held at such place and such time as may be designated by resolution of the Board, for the transaction of such business as may properly come before said Board. No notice of regular meetings that have been established by resolution of the Board shall be necessary. If the date of any regular meeting shall be a legal holiday, the meeting shall be held on such other date within ten days before or after such legal holiday as shall be designated by the Board.

Section 6. Special Meetings. Special meetings of the Board may be called by the Chair of the Board and shall be called at the written request of one-third of the members of the Board. Notice of the date, time, place, and purpose of the special meeting shall be delivered to each Director either personally or by mail, telephone, or facsimile to his or her residence or place of business (as the same shall have been provided to the Secretary by the Board member in writing) at least three days before the date of such meeting. Such notice shall state the business for which such meeting has been called, and no business other than that stated in the notice shall be transacted at such special meeting. A Director may waive notice of a special meeting, by signing a waiver of the notice whether before or after the meeting. The attendance of a Director at a special meeting without protesting prior to the conclusion of the meeting the lack of notice of the meeting shall constitute a waiver of notice. Notice of an adjourned special meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed ten (10) days in any one adjournment.

Section 7. Quorum and Action. At any meeting of the Board, a majority of the voting members of the Board shall constitute a quorum. In addition to those Directors who are physically present at a meeting, Directors shall be deemed as present at such meeting if a telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time. The act of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the act of the Board. After a quorum has been established

at a meeting of the Board, the subsequent withdrawal of Directors from the meeting so as to reduce the number of Directors present to fewer than the number required for a quorum shall not affect the validity of any action taken by the Board at the meeting or any adjournment thereof unless a member of the Board requests a quorum call, in which event the meeting shall adjourn if a quorum is not present. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place.

Section 8. <u>Board Action Without a Meeting</u>. Any action which may be taken at a meeting of the Board may be taken without a meeting if, prior or subsequent to such action, a consent in writing setting forth such action is signed by all of the members of the Board and is filed in the minutes of the proceedings of the Board.

Section 9. Compensation of Directors and Committee Members. Directors and members of all Committees shall not receive compensation for any services rendered in their capacities as Directors or Committee members; provided that nothing herein shall be construed to preclude any Director or Committee member from receiving compensation from THCI for other services actually rendered or for expenses incurred for serving THCI as a Director or in any other capacity.

Section 10. <u>Voting</u>. Each Director is entitled to one vote on any matter properly submitted to the Directors for their vote. Voting shall be in person and there shall be no voting by proxy.

ARTICLE III

Officers

Section 1. Officers. The officers of THCI shall be Chair, Vice-Chair, Secretary, Treasurer and such other officers as the Board may authorize. The other officers shall be elected annually by the Board at the annual meeting of the Board, and shall hold office for a period of one year, or until their successors have been duly elected or appointed and qualified. No person may hold the same elected office for more than three (3) full and consecutive one-year terms. Terms served prior to the adoption of this provision will be counted toward this term limitation. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if the instrument is required by law, these Bylaws, or any resolution adopted by the Board to be executed, acknowledged, or verified by two or more officers.

Section 2. <u>The Chair</u>. The Chair shall call and preside at all meetings of the Board and shall perform such other duties as may be prescribed by these Bylaws or by the Board from time to time. The Chair of the Board shall serve ex-officio on all standing and special committees, but without power to vote unless specifically named as a voting member of the particular committee.

Section 3. <u>The Vice-Chair</u>. The Vice-Chair shall act as Chair in the absence of the Chair, and, when so acting, shall have all the powers and authorities of the Chair. The Vice-Chair shall perform such other duties may be prescribed by the Chair or by the Board from time to time.

Section 4. The Secretary. The Secretary shall act as Secretary of THCI and of the Board; shall provide for an agenda for all meetings of THCI and of the Board; shall supervise the custody of all records and reports of THCI and the Board; shall be responsible for or provide for the keeping and recording of adequate records of all transactions and of the minutes of all meetings of THCI and the Board; and, shall perform such other duties as may be prescribed by the Chair or by the Board from time to time.

Section 5. The Treasurer. The Treasurer shall supervise the overall care and custody of all funds of THCI. He or she shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of THCI, and shall cause such accounting to be presented to and made available to the Board. The Treasurer shall also see that all expenditures are made to the best possible advantage and that all accounts payable are verified and approved systematically in such manner as may be authorized by the Board. The Treasurer shall perform such other duties as may be prescribed by the Chair or by the Board from time to time.

Section 7. <u>Vacancies.</u> Any vacancy in any office because of death, resignation or removal shall be filled by the Board for the unexpired term of such office.

Section 8. Resignation or Removal of Officers. An officer of THCI may resign at any time by tendering his resignation in writing to the Chair. The resignation shall become effective upon the date specified therein (but not earlier than the date of receipt) or if no date is specified therein, upon receipt by THCI. Any officer of THCI may be removed at any time, with or without cause, by the Board.

ARTICLE IV

Committees

Section 1. <u>General</u>. The Committees of the Board shall be Standing or Special. Standing Committees and Special Committees shall be authorized by resolution adopted by a majority of the entire Board. Such resolutions shall define the roles and authority of the Standing Committees. The Chair shall appoint the chairs and members of all Standing Committees, who shall serve at the pleasure of the Board or until the next Annual Meeting of the Board and until their successors have been appointed and qualified. The Chair shall also appoint the chairs and members of all Special Committees, who shall serve at the pleasure of the Board. The Chair and Executive Director shall be members of all Standing and Special Committees ex

officio, but without the power to vote unless specifically named as voting members of the particular Committee. Each Committee may establish one or more subcommittees or other working groups to assist, advise and make recommendations to it. Persons who are not Directors may serve on Committees and participate in these sub-committees or working groups. Committees may only make recommendations to the Board and shall not have the authority to legally bind THCI.

Section 2. <u>Quality Committee</u>. An initial Standing Committee of the Board shall be the Quality Committee. This Committee shall be responsible for maintaining and implementing a Board-approved system to set and evaluate standards of care, to receive and address patient complaints and conduct ongoing monitoring to ensure access to quality care and to prevent inappropriate provider self-referrals, reductions in care or limitations on services. In addition to such other persons as may be appointed to the Quality Committee by the Chair, the membership of the Quality Committee must include the Medical Director, two or more primary care physicians and one or more physician who specializes in chronic diseases.

Section 3. <u>Special Committees</u>. Special Committees shall limit their activities to the accomplishment of the tasks for which created and appointed and shall have no power to act except as is specifically conferred by action of the Board. Upon completion of the task for which appointed, such special committees shall stand discharged.

Section 4. Committee Members' Term of Office. The members of each Committee shall be appointed for one (1) year, unless otherwise specified in these Bylaws, and shall continue in office until the next Annual Meeting of the Board and until their successors are appointed, unless the Committee of which they are members shall be sooner terminated by the Board or until their death, resignation or removal as Committee members or Directors, whichever first occurs.

Section 5. Committee Meetings. Meetings of any Committee may be called by the Chair of such Committee by giving notice of such meeting, setting forth its time and place, delivered personally or by mail or telephone to the residence or place of business of the Committee member at least three (3) days prior to such meeting. Unless otherwise provided in these Bylaws, a majority of the members of any Committee shall constitute a quorum for the transaction of business. After a quorum has been established at a Committee meeting, the subsequent withdrawal of Committee members from the meeting so as to reduce the number of Committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting, unless a Committee member requests a quorum call in which event the meeting shall be adjourned if a quorum is not present. Actions taken at a meeting of any Committee shall be reported to the Board at its next meeting following the Committee meeting; except that when the meeting of the Board is held within two days after the Committee meeting, the report shall, if not made at the first meeting, be made to the Board at its second meeting following the Committee meeting. Each Committee shall keep minutes of its meetings.

Section 6. <u>Vacancies</u>. Vacancies occurring on any committee shall be filled by the Chair.

Section 7. Resignation or Removal of Committee Members. A member of any Committee may resign at any time by tendering his or her resignation in writing to the Chair. Replacement of an individual as a Director shall also constitute resignation as a member of any Committee of the Board. The Board, by resolution adopted by a majority of the entire Board, may remove any Director from membership on a Committee at any time, with or without cause.

Section 8. <u>Committee Action Without a Meeting</u>. Any action which may be taken at a meeting of any Committee may be taken without a meeting if, prior or subsequent to such action, a consent in writing setting forth such action is signed by all of the members of the Committee and is filed in the minutes of the proceedings of the Committee.

Section 9. <u>Powers of Committees</u>. No Committee shall have the power to legally bind THCI by its actions unless such power is specifically and expressly granted to it by the Board or these Bylaws. If such power is granted, no member of the Committee who is not also a Director may vote with respect to such action.

ARTICLE V

Administration

Section 1. The Executive Director. If the Board should choose to appoint an Executive Director, he or she shall be the exclusive representative of the Board in the management of THCI. The Executive Director shall be given the necessary authority and be held responsible for the administration of THCI in all of its activities and departments, subject only to such policies as may be adopted, and such orders as may be issued by the Member or the Board, or by any of the Board's Committees to which it has delegated power for such action. He or she shall act as the "duly authorized representative" of the Board in all matters in which the Board had not formally designated some other person for that specific purpose. The Executive Director will be an ex-officio, voting member of the Board. The Executive Director shall serve exofficio on all standing and special committees, but without power to vote unless specifically named as a member of the particular committee.

Section 2. <u>Authority and Duties of Executive Director</u>. The authority and duties of the Executive Director shall be:

- (a) To perfect and submit to the Board for approval, a plan of organization of the personnel and others concerned with the operation of THCI.
- (b) To prepare an annual budget showing the expected receipts and expenditures, if requested so to do by the Board.

- (c) To select, employ, supervise, and discharge all employees authorized by the Board.
- (d) To supervise all business affairs such as the records of financial transactions, collection of accounts, and purchase and issuance of supplies, and to insure that all funds are collected and expended to the best possible advantage.
 - (e) To attend all meetings of the Board and its Committees.
- (f) To perform any other duty that may be necessary in the best interest of THCI.
- (g) To serve as the liaison officer and channel of communications for all official communications between the Board and the community.

Section 3. <u>Medical Director</u>. The authority and duties of the Medical Director shall be as set forth in Exhibit ____ attached hereto, which may be amended from time to time by the Board.

ARTICLE VI

Conflicts of Interest

Each person on the Board shall be subject to the Annual Disclosure and Conflict of Interest Policies of THCI, if and as they may exist from time to time.

ARTICLE VII

<u>Indemnification</u>

Section 1. Actions Other Than By or in the Right of THCI. THCI shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative, arbitrative or investigative (other than an action by or in the right of THCI) by reason of the fact that he is or was a Director, officer, employee, agent, or member of a Committee of THCI, or who is or was serving at the request of THCI as a director, officer, employee, agent, or member of a committee of another corporation, partnership, joint venture, trust or other enterprise, against liabilities and expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by him or her in accordance with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of THCI, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not

Section 2. Actions by or in the Right of THCI. THCI shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of THCI to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, agent, or member of a committee of THCI, or is or was serving at the request of THCI as a director, officer, employee, agent, or member of a committee of another corporation, partnership, joint venture, trust or other enterprise, against liabilities and expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of THCI, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to THCI, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3. <u>Indemnification Against Expenses</u>. To the extent that a Director, officer, employee, agent, or member of a Committee of THCI has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 1 or Section 2 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 4. <u>Authorization of Indemnification</u>. Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by THCI only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee, agent, or member of a committee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of Directors who were not parties to or otherwise involved in such action, suit or proceedings, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors by majority vote so directs, by independent legal counsel in a written opinion, or (3) by the Member.

Section 5. <u>Payment of Expenses in Advance</u>. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by THCI in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the manner set forth in Section 4 of this Article, upon receipt of an undertaking by or on behalf of the Director, officer, employee, agent, or member of a committee to repay

such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by THCI as authorized in this Article.

Section 6. <u>Provisions Not Exclusive</u>. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, or vote of disinterested Directors, under the Certificate of Incorporation of THCI, or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding such office, except an indemnification against gross negligence or willful misconduct, and shall continue as to a person who has ceased to be a Director, officer, employee, agent, or member of a committee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. <u>Insurance</u>. THCI shall purchase and maintain insurance, to the extent such insurance is available and economically feasible, on behalf of any person who is or was a Director, officer, employee, agent, or member of a committee of THCI, or who is or was serving at the request of THCI as a Director, officer, employee, agent, or member of a committee of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not THCI would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE VIII

Investments

Section 1. <u>Assets.</u> The Board shall incorporate as assets of THCI all property received and accepted by THCI, and, subject to any limitations, conditions or instructions which may be a part of any gift, grant, bequest or devise, may commingle any assets, or may maintain any asset or assets in segregated funds or accounts whenever in its sole discretion it determines such segregation to be in the best interest of THCI, or, when the limitations, conditions or instructions of any gift, grant, bequest, or devise shall require such segregation.

Section 2. <u>Restrictions.</u> Prior to the commencement of each fiscal year, THCI must develop and approve by a two-thirds vote of the Board a Disbursement Budget that indicates the amount of principal, if any, and earnings, if any, that are to be disbursed by THCI in the fiscal year. Any spending in excess of the amounts approved in the Disbursement Budget must be approved by a two-thirds vote of the Board.

ARTICLE IX

Dissolution and Distribution of Assets

- Section 1. <u>Dissolution</u>. THCI may not be dissolved except upon the vote of two-thirds of the entire membership of the Membership. No action in favor of dissolution will be considered valid unless such action also provides for the disposition of THCI's remaining assets in accordance with the following Section.
- Section 2. <u>Distribution of Assets in Event of Dissolution.</u> In the event of the dissolution of THCI, all of THCI's remaining assets must be used exclusively for tax-exempt purposes, such as charitable, religious, educational and/or scientific purposes.

ARTICLE X

OTHER MATTERS

- Section 1. Anti-Trust and Anti-Collusion Policy. THCI will establish and implement appropriate safeguards against any conduct by or among its Members, Directors and participants that could facilitate collusion among its participants that could affect the commercial health care marketplace, including, but not limited to, discussions among its participants about rates negotiated with commercial payers. Under no circumstances shall THCI negotiate reimbursement rates for clinical services provided by its participating providers with respect to any public or private payer.
- Section 2. <u>Gainsharing Plan</u>. THCI will establish a gainsharing plan that shall describe its process for receiving and distributing gainsharing payments.

ARTICLE XI

Amendments

The Certificate of Incorporation of THCI or these Bylaws may be altered or amended only following approval of the Members by the affirmative vote of two-thirds of the entire membership at a duly constituted meeting of the Members.

SCHEDULE A

INITIAL MEMBERS

INDIVIDUAL MEMBERS

ORGANIZATION MEMBERS

EXHIBIT B

INITIAL BOARD OF DIRECTORS

EXHIBIT C MEDICAL DIRECTOR DUTIES

EXHIBIT 3: GOVERNING BOARD MEMBERS

THCI Board Members

	Member	からから 大き かいかん できる かんかん 大き はない ない	日本の 一年 一日 日本
	Organization/		
Representing	Individual	Organization	Name
Health care providers	Member	CompleteCare	Cheryl Bettigole, MD Chief Medical Officer Jazmine Harris, MD Associate Medical Director
			and Clinical Director for Pediatrics
			Curtis Edwards, Executive Vice President
	Member	Inspira Health Network	Steve Linn, MD, Chief Transformation Officer,
			Chief Medical Officer and Vice President
			Academic Affairs
			Clare Sapienza-Eck, Vice President Business
			Development and Physician Relations
			Eileen Cardile Executive Vice President and
			President/CEO, Inspira Medical Center-
			Woodbury
	Individual	Private practice	Lori Talbot, MD South Cumberland Medical
			Associates
Behavioral Health	Member	The Guidance Center	H. Dieter Hovermann Executive Director
Dentists	Member	CompleteCare	Donna Jones, DMD MPH Director Dental
			Services
Patients	Individual	NA	To be determined
Social service agencies	Member	First Step	Juanita Nazario MHS, LCADC, Director (Pending)
Social service agencies	Member	YMCA	Lisa Sheets, Director Child Care
Consumer Organizations	Member	Bottino's Shoprite	Maribel Santos, Community Relations
			Coordinator (Pending)
Consumer Organizations	Individual	Cumberland/Salem/Gloucester County Health	Carolyn Heckman, Executive Director of Health
		and Wellness Alliance	and Wellness Alliance

<u>EXHIBIT 4</u>: ORGANIZATIONAL CHART

James (Jim) Boote M.H.A. Executive Director - THCI VP Ambulatory Care, Inspira Health Network

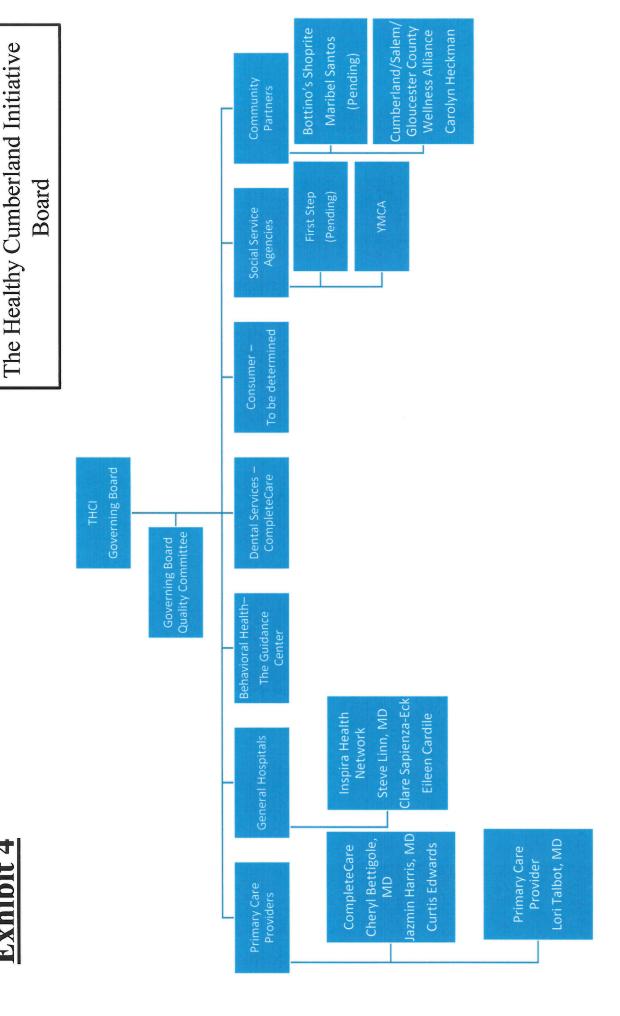
Jim has spent almost 30 years in various healthcare leadership positions, including more than 15 years of senior executive level experience. He has leadership experience with tertiary care medical centers, large community hospital systems and free standing small rural hospitals. He graduated from Duke University with an MHA. He is now the Vice President of Ambulatory Care for Inspira Health Network, and has been responsible for building a health network of providers and services for people residing across 1,000 square miles of southern New Jersey; including physician offices (both primary care as well as specialists), imaging services, physical therapy, lab and urgent care centers, as well as the development of IHN's Patient Centered Medical Home program.

Over the years he has been responsible for many aspects of healthcare management including but not limited to; strategic plan development and implementation resulting in significant quality of care improvements, market share advancements, and joint ventures. He also has had operational responsibility for hospital departments, ambulatory surgery centers, home health care, nursing home, fitness center development, medical staff development and physician recruitment. He has developed and managed large construction and renovation projects such as; ED, OR's, ICU's, Cardiac Cath Labs, new patient wings, support areas and parking decks. He has also managed and led both the acquisition and sale of major pieces of real estate. Jim has been responsible for both large and small group physician practice management including billing, practice acquisition, practice mergers, practice closures, and joint ownership ventures.

Jim has also worked with two consulting groups, the major affiliation being The Hunter Group, when it was lead by David Hunter. This experience with consulting provided many different settings and quite a variety of healthcare "opportunities".

Jim has also been a lecturer, published articles and has taught Health Care Financial Management at Lander University in Greenwood, South Carolina.

Jim and his wife Terri live in Vineland New Jersey, their three adult children are now graduated from college, married, and have blessed them with six grandchildren.



The Healthy Cumberland Initiative Organizational Chart

Board of Directors

Executive Director Jim Boote Director, Provider Network Clare Sapienza-Eck

Director, Quality Paul Lambrecht

Medical Director, Cheryl Bettigole, MD, MPH

EXHIBIT 5: ANALYSIS OF DESIGNATED AREA

The Healthy Cumberland Initiative, Inc.
Medicaid Households by Zip Code
(Source: Sg2 Insurance Estimates Module_run date 03-14-14)

App Code City Households Households Households per household Beneficiaries 08302 Bridgeton 3,014 3,014 8,620 8,620 08314 Cedarville 75 3,089 2.86 2,15 08324 Delmont 3 3,132 2.86 2,15 08325 Greenwich 5 3,137 2.86 86 08324 Heislerville 5 3,137 2.86 86 08324 Heislerville 5 3,147 2.86 8,014 08332 Millville 2,802 5,949 2.86 8,014 08345 Newport 78 6,180 2.86 438 08349 Port Norris 153 6,180 2.86 438 08350 Vineland 2,87 2.86 8,208 08360 Vineland 708 9,773 2,86 2,025 08361 Vineland 9,773 9,773 2,795				Cumulative	# of persons	Potential	Cumulative
Bridgeton 3,014 3,014 2.86 Cedarville 75 3,089 2.86 Delmont 13 3,102 2.86 Greenwich 30 3,132 2.86 Heislerville 5 3,137 2.86 Leesburg 10 3,147 2.86 Nillville 7,802 5,949 2.86 Newport 78 6,027 2.86 Port Norris 153 6,180 2.86 Shiloh 15 6,195 2.86 Vineland 2,870 9,065 2.86 Vineland 708 9,773 2.86 Vineland 708 9,773 2.86	Zip Code		Households	Households	per household	Beneficiaries	Beneficiaries
Cedarville 75 3,089 2.86 Delmont 13 3,102 2.86 Greenwich 30 3,132 2.86 Heislerville 5 3,137 2.86 Leesburg 10 3,147 2.86 Millville 7,802 5,949 2.86 Newport 78 6,027 2.86 Port Norris 153 6,180 2.86 Shiloh 15 6,195 2.86 Vineland 2,870 9,065 2.86 Vineland 708 9,773 2.86 Total 9,773 2.86 2.86	08302	Bridgeton	3,014	3,014	2.86	8,620	8,620
Delmont 13 3,102 2.86 Greenwich 30 3,132 2.86 Heislerville 5 3,137 2.86 Leesburg 10 3,147 2.86 Millville 7,802 5,949 2.86 Newport 78 6,027 2.86 Port Norris 153 6,180 2.86 Shiloh 15 6,195 2.86 Vineland 2,870 9,065 2.86 Vineland 708 9,773 2.86 Total 9,773 9,773 2.73	08311	Cedarville	75	3,089	2,86	215	8,835
Greenwich 30 3,132 2.86 Heislerville 5 3,137 2.86 Leesburg 10 3,147 2.86 Miliville 2,802 5,949 2.86 8, Newport 78 6,027 2.86 8, Port Norris 153 6,180 2.86 8, Shiloh 15 6,195 2.86 8, Vineland 2,870 9,065 2.86 8, Vineland 708 9,773 2.86 2, Vineland 708 9,773 2.86 2, Total 9,773 27, 27,	08314	Delmont	13	3,102	2.86	37	8,872
Heislerville 5 3,137 2.86 Leesburg 10 3,147 2.86 Miliville 2,802 5,949 2.86 8, Newport 78 6,027 2.86 8, Port Norris 153 6,180 2.86 8, Shiloh 15 6,195 2.86 8, Vineland 2,870 9,065 2.86 8, Vineland 708 9,773 2.86 2, Vineland 9,773 9,773 27,	08323	Greenwich	30	3,132	2.86	98	8,958
Leesburg 10 3.147 2.86 Milliville 2,802 5,949 2.86 8, Newport 78 6,027 2.86 8, Port Norris 153 6,180 2.86 8, Shiloh 15 6,195 2.86 8, Vineland 2,870 9,065 2.86 8, Vineland 708 9,773 2.86 2, Total 9,773 2,773 27,	08324	Heislerville	ĸ	3,137	2.86	14	8,972
Millville 2,802 5,949 2.86 Newport 78 6,027 2.86 Port Norris 153 6,180 2.86 Shiloh 15 6,195 2.86 Vineland 2,870 9,065 2.86 Vineland 708 9,773 2.86 Total 9,773 9,773 2	08327	Leesburg	10	3,147	2.86	29	9,001
Newport 78 6,027 2.86 Port Norris 153 6,180 2.86 Shiloh 15 6,195 2.86 Vineland 708 9,773 2.86 Vineland 708 9,773 2.86 Total 9,773 9,773 2.86	08332	Millville	2,802	5,949	2.86	8,014	17,015
Port Norris 153 6,180 2.86 Shiloh 15 6,195 2.86 Vineland 708 9,773 2.86 Vineland 708 9,773 2.86 Total 9,773 9,773 2	08345	Newport	78	6,027	2.86	223	17,238
Shiloh 15 6,195 2.86 Vineland 2,870 9,065 2.86 Vineland 708 9,773 2.86 Total 9,773 5,773 7	08349	Port Norris	153	6,180	2.86	438	17,676
Vineland 2,870 9,065 2.86 Vineland 708 9,773 2.86 Total 9,773 9,773 5	08353	Shiloh	15	6,195	2.86	43	17,719
Vineland 708 9,773 2.86 Total 9,773 9,773	08360	Vineland	2,870	9,065	2.86	8,208	25,927
5,773 9,773	08361	Vineland	708	9,773	2.86	2,025	27,952
		Total	9,773	9,773		27,952	27,952

Note: "Persons per household" taken from the Census Bureau_State&County Quick Facts for Cumberland County

EXHIBIT 6: MEDICAID PROVIDERS PARTICIPATION

The Healthy Cumberland Initiative, Inc. Medicaid Provider Participation List Source: Online Provider Directories for Horizon NJ Health, United Healthcare, Amerigroup and Wellcare

Comments			
jo p	Letter pending		Letter pending
/E Letters of Support X X ie & X X X X X X X X X X X X X X X X X X			×××× ×××
=	Include Include Include Include Include Include Include Include Include	10.10.10.00.00.00.00.00.00.00.00.00.00.0	Include
	(856) 459-3500 (856) 455-7017 (856) 455-8833 (856) 459-2270 (856) 459-2270 (856) 451-4414 (856) 451-4414 (856) 451-4414 (856) 451-4414 (856) 451-4414	(856) 451-9595 (856) 451-9595 (856) 451-4700 (856) 451-4700 (856) 451-4700 (856) 451-4700 (856) 451-4700 (856) 451-4700 (856) 451-4700 (856) 451-4700 (856) 851-4700 (856) 825-592 (856) 825-593 (856) 825-593	(856) 692-0108 (856) 692-0108 (856) 692-0108 (856) 692-1108 (856) 692-1108 (856) 692-1108 (856) 691-814 (856) 691-844 (856) 691-844 (856) 691-844 (856) 691-848 (856) 691-888 (856) 691-888
Zip Code County 8302 CUMBERLAND	8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND 8302 CUMBERLAND	8302 CUMBERLAND 8302 CUMBERLAND 8303 CUMBERLAND	8360 CUMBERLAND 8360 CUMBER
City BRIDGETON BRIDGETON BRIDGETON BRIDGETON BRIDGETON BRIDGETON BRIDGETON	BRIDGETON	BRIDGETON BRIDGE	VINETAND
Address 10 MAGNOLIA AVE 105 MANHEIM AVE 105 MANHEIM AVE STE 1 105 MANHEIM AVE STE 1 105 MANHEIM AVE STE 1 1117 STATE HWY 77	144 W COMMERCE ST 20 MAGNOLIA AVE STE A 20 MAGNOLIA AVE STE B 206 LAUREL HEIGHTS DR 206 LAUREL HEIGHTS DR 206 LAUREL HEIGHTS DR 215 BACK NECK ROAD 215 BACK NECK ROAD 215 BACK NECK ROAD 215 BACK NECK ROAD 217 LAUREL HGTS DR	230 LAUREL HEIGHTS DRIVE 230 LAUREL HEIGHTS DRIVE 230 LAUREL HEIGHTS DRIVE 230 LAUREL HEIGHTS DRIVE 265 IRVING AVE 266 IRVING AVE 266 IRVING AVE 267 IRVING	1100 E CHESTNUT AVE 1100 E CHESTNUT AVE 1138 E CHESTNUT AVE STE SB 1120 E W SHERMAN AVE 1206 W SHERMAN AVE 1206 W SHERMAN AVE 1312 S MAIN RD 1313 S MAIN RD 1313 S MAIN RD 1313 S MAIN RD 1314 S MAIN RD
Specialty PEDIATRICS PEDIATRICS FAMILY PRACTICE FAMILY PRACTICE FAMILY PRACTICE FAMILY PRACTICE PEDIATRICS PEDIATRICS PEDIATRICS	PAMILY PRACTICE OB/GYN INTERNAL MEDICINE PEDIATRICS PEDIATRICS FEDIATRICS FEDIATRICS FAMILY PRACTICE FAMILY PRACTICE FAMILY PRACTICE FAMILY PRACTICE FAMILY PRACTICE	FAMILY PRACTICE PEDIATRICS PEDIATRIC	FAMILY PRACTICE INTERNAL MEDICINE PEDIATRICS PEDIATRICS PEDIATRICS FAMILY PRACTICE INTERNAL MEDICINE INTERNAL MEDICINE INTERNAL MEDICINE INTERNAL MEDICINE OBJGYN OBJGYN PEDIATRICS PEDIATRICS PEDIATRICS
Physician HARPER, LEANNAH L, MD NAIR, FRABHA J, MD KOHLER, FRANK R, DO ORDILLE, JOSEPH D, DO RILEY, JOSEPH D, DO RILEY, LOWE, JUDITH E, DO CAFONE, MICHAEL D, DO DE LEONARDIS, JOHN A, MD MANSEE DAMISE D	MCLEAN, DONNA, CNM SHIEDS, JACKM, MD SALAH, HASSAN H, MD ROBINSON, KAREN, APN ZECHOWY, RACINE BETH, MD BALLAS, CRISTOPHER T, MD TABOT, LORIC, MD TUGMAN, CATHERINE K, MD AHMED, ILYAS, MD	BEAR, MICHELLE, DO DEBIASO, TRACY A, MD BERTIGOLE, CHERYL, MD NEEMA, SWARNALATHA, MD CHERNA, ALI, MD CGEN, JACCB, MD CGEN, JACCB, MD CGEN, JACCB, MD TANNER SACKEY, FRITZI A, MD HARRIS, JAZNINE A, MD TANNER SACKEY, FRITZI A, MD RIVERA-GOUZALEZ, VRONICA, MD ISMAIL, ELHAM M, MD PATITUCCI, ROBERT S, MD AGO, AILER H, MD JAMIL, ERUM, MD JAMIL, ERUM, MD JELIAZKOVA, ZATKA, MD SALLOUN, AZIZEH, MD DAYIS, BRIAN J, DO MORTENSEN, JILL, DO MORTENSEN, JILL, DO BABALOLA, GBOLAGADE, DO DICKSON, ROBERT W, MD RIEY, JOSEPH P, DO NAKHATE, WRAN G, MD RIEY, JOSEPH P, DO NAKHATE, WAN G, MD	PARMAR, KIRITKUMAR A, MD VENUGOPAL, NARASIMHALOO, MD OGIDAN, OLABODE O, MD SOLOF, ARNOLD I, MD JAIN, ARCHIA, MD SEHGAL, REKHA, MD BHENDWAL, SANUAY K, MD COHEN, ALAN B, DO HUSTON, DONALD C, DO SHETZ, MAURICE S, MD GEWIRTZ, JONATHAN D, MD PORTADIN, RONALD P, MD PORTADIN, RONALD P, MD BISPO, SANDRA H, MD FISHER, MATTHEW A, MD MIRONE, ROLANDE A, DO

The Healthy Cumberland Initiative, Inc. Medicaid Provider Participation List Source: Online Provider Directories for Horizon NJ Health, United Healthcare, Amerigroup and Wellcare

Comments	Letter pending		Letter pending Letter pending	Letter pending						Letter perioring This physician is now retired	No longer practicing in Cumberland County	CompleteCare Physician practicing outside of Cumberland County	This physician does not accept Medicaid. This physician does not accept Medicaid	This physician does not accept Medicaid.	This physician does not accept Medicaid.	No longer practicing in Cumberland County	Hospitalist Dermatologist	This is a NP with a collaborating physician in Hammonton, NJ.	This physician is on staff at a SNF - Bishop McCarthy.	Not in area	no longer practicing This is a NP with a Nephrology practice.	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	iviember of Regional Women's Health Group, LLC, but not practicing in Vineland Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	Member of Regional Women's Health Group, LLC, but not practicing in Vineland	wentibel of regional women's hearth Gloup, LEC, but not practicing in Vinerand This physician does not accept Medicaid.	This physician does not accept Medicaid.	This physician does not accept Medicaid. This physician does not accept Medicaid.	
Support					× >	×	× :	< ×	×															_	_	_				_	_	_						
include xclude include include	Include	Include	Include	Include	Include	Include	Include	Include	Include	Evelude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude Exclude	
Phone (856) 691-8585 (856) 691-8585 (856) 691-8585 (856) 691-8585 (856) 691-8585 (856) 691-8585 (856) 597-9320 (855) 564-8180	(856) 563-1600 (856) 692-3714	(856) 691-2822 (856) 691-1053	(856) 692-3161 (856) 692-6000	(856) 692-6000	(856) 205-0606	(856) 696-4484	(856) 696-4484	(856) 691-3300	(856) 691-3300	(856) 451-4140	(856) 451-4700	(856) 451-4700	(856) 455-4800	(856) 453-1450	(856) 455-4800	(856) 451-4700	(856) 342-3150	(856) 455-1800	(856) 762-1933	(856) 205-1500	(856) 691-1230	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 462-6350	(856) 794-8700	(856) 794-8700	(856) 794-8700 (856) 794-8700	
Zip Code County 8360 CUMBERLAND	8360 CUMBERLAND 8360 CUMBERLAND	8360 CUMBERLAND 8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8302 CHIMBERI AND	8302 CUMBERLAND	8302 CUMBERLAND	8302 CUMBERLAND	8302 CUMBERLAND			8302 CUMBERLAND	8302 CUMBERLAND		8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND 8360 CUMBERLAND	
GRY VINELAND VINELAND VINELAND VINELAND VINELAND VINELAND VINELAND	VINELAND	VINELAND VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	BRIDGETON	BRIDGETON	BRIDGETON	BRIDGETON	BRIDGETON	BRIDGETON	BRIDGETON	BRIDGETON	BRIDGETON	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	
Address 1318 S MAIN RD 1450 E CHESTNUT AVE STE E BLDG 1 1458 W LANDIS AVE STE 2 1505 W SHERMAN AVE	2020 E CHESTNUT AVE 215 N DELSEA DRIVE	238 W CHESTNUT AVE 2630 E CHESTNUT AVE STE C6	2950 COLLEGE DR STE 1D 2950 COLLEGE DR STE 2C	2950 COLLEGE DR STE 2C	2950 COLLEGE DR STE 2F	2950 COLLEGE DR STE 2G	2950 COLLEGE DR STE 2G	319 W LANDIS AVE	319 W LANDIS AVE	10 MAGNOLIA AVE	105 MANHEIM AVE	105 MANHEIM AVE	201 LAUREL HEIGHTS DR 201 LAUREL HEIGHTS DR	201 LAUREL HEIGHTS DR	201 LAUREL HEIGHTS DR	265 IRVING AVE	333 IRVING AVENUE 500 SHILOH PIKE	700 N PEARL ST	1045 E CHESTNUT AVE	1051 W SHERMAN AVE STE 1B	1138 E CHESTNUT AVE STE 8A	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD 1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1318 S MAIN RD	1450 E CHESTNUT AVE BLDG 3	1450 E CHESTNUT AVE BLDG 3	1450 E CHESTNUT AVE STE A BLDG 3 1450 E CHESTNUT AVE STE A BLDG 3	
Specialty PEDIATRICS PEDIATRICS PEDIATRICS PEDIATRICS PEDIATRICS FEDIATRICS FAMILY PRACTICE GB/GYN	FAMILY PRACTICE FAMILY PRACTICE	FAMILY PRACTICE FAMILY PRACTICE	FAMILY PRACTICE PEDIATRICS	PEDIATRICS	OB/GYN OB/GYN	OB/GYN	OB/GYN PENIATRICS	OB/GYN	OB/GYN FAMILY DRACTICE	PEDIATRICS	FAMILY PRACTICE	FAMILY PRACTICE	INTERNAL MEDICINE INTERNAL MEDICINE	INTERNAL MEDICINE	INTERNAL MEDICINE	FAMILY PRACTICE	FAMILY PRACTICE	FAMILY PRACTICE	INTERNAL MEDICINE	OB/GYN INTERNAL MEDICINE	FAMILY PRACTICE	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	INTERNAL MEDICINE	INTERNAL MEDICINE	INTERNAL MEDICINE INTERNAL MEDICINE	
Physician NAKHATE, VISHAKHA V., MD ROSENBERG, DAVID B., MD ROSENBERG, MICHAEL A., MD CLARK, SUSAN M., APN-C KAMIEN, RANDI, APN-C KANIEN, RANDI, APN-C KESSLER, MARTIN J., MD GERIA, MICHAEL J., DO	DENDRINOS, GEORGE MD PATEL, HASMUKHBHAI D, MD	GUZMAN, ENRIQUE, MD CUNNINGHAM, BRUCE D , DO	NARVEL, WASIQUE A BURGHER, SONIA Y , MD	PATEL, BHAVNA K, MD	BISPO, LUCIANO J., MD BONIFIELD, ERIC M. MD	RUSSO, ARMANDO P, MD	WALSH, SUSSANNAH S, MD	FRANCO-PALACIOS, YLBE V, MD	FRINJARI, HASSAN, MD	KIM. JOH W. MD	ZUAZUA PACILIO, MARIA, MD	ALBERICI, ANNA, DO	COPARE, FIORE J., MD HANNA, EKRAM L. MD	HATZANTONIS, JOHN E, MD	JIMENEZ-SILVA, JEANETTE J , MD	BERTEL, JAMES R, MD	SAIF, SHAZIA	COLANERI DAY, SHERRIE R	CONTI, JOSEPH J	BONILLA-MARTIR, MIGDALIA Z.	CLARK, JENNIFER A	BOSTICK-SMITH, CHEVELTA A, DO	BRANDWINE, WARREN I, DO	CANNON, DONALD R, MD	CHAPMAN, DEREK Q, MD	CHEN, KENNETH H, DO	DALTON, LAURAS, DO	MANNELLI, MICHELE, MD	MCCLEERY, COLLEEN M. MD	MCCROSSON, STACY, MD	MINOFF, MICHAEL H, MD	RICHMAN, STEVEN L, DO	ROSEN, LARRY S, MD	TYREF AURA MD	AHRENS, JOHN C, MD	ATTHOTA, VAKULA D , MD	GALETTO, DAVID W , MD KAUFMAN, DAVID H , MD	

The Healthy Cumberland Initiative, Inc. Medicald Provider Participation List Source: Online Provider Directories for Horizon NJ Health, United Healthcare, Amerigroup and Wellcare

f	Gynecologic Oncologist	Neonatologist	This physician is now retired.	Fertility	No longer practicing	No longer practicing in Cumberland County	Complete Care Physician practicing outside of Cumberland County	Complete Care Physician practicing outside of Cumberland County	No longer practicing	This physician is now refired.	Cardiologist	This physician is now retired.	Private Physician practicing in Hoboken, NJ
nclude/E Letters of xclude Support		a	•	n)	•	ń	41	·	n		a		. 41
Include/	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude	Exclude			Exclude	Exclude	Exclude	Exclude
Phone	(856)	(856) 507-8500				(856) 641-8180	(856) 691-3300						
County	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND	8360 CUMBERLAND
Zip Code County	8360 C	8360 C	8360 C	8360 C	8360 C	8360 C	8360 C	8360 C	8360 C	8360	8360 C	8360 C	8360 C
Š	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND	VINELAND
Address	1505 W SHERMAN AVE	1505 W SHERMAN AVE	1505 W SHERMAN AVE	2950 COLLEGE DR STE 2B	319 N 8TH ST	319 W LANDIS AVE	319 W LANDIS AVE	319 W LANDIS AVE	319 W LANDIS AVE	319 W LANDIS AVE	3662 S DELSEA DRIVE	800 ELMER ST	INTERNAL MEDICINE 994 W SHERMAN AVE BLDG 1
Specialty	OB/GYN	PEDIATRICS	OB/GYN	OB/GYN	INTERNAL MEDICINE	OB/GYN	OB/GYN	OB/GYN	OB/GYN	OB/GYN	INTERNAL MEDICINE	FAMILY PRACTICE	INTERNAL MEDICINE
Physician	WILSON-SMITH, ROBIN R, DO	MASSABBAL, ELTAYEB 1, MD	DARRIGO, PHILIP , MD	JAIN, AKAS , MD	SHARMA, RAJENDRA M, MD	CAMPBELL, NEIL M , DO	MICHNER, RICHARD A, MD	MILIO, JOSEPH L, DO	JONES, ARTHUR, DO	GIYANANI, SUNITA M, MD	PILLY, ASHOK	PASTORE, JOHN J, MD	MESSIHI, JEAN N, MD

Notes: The provider list was generated utlizing the online provider directories for Horizon NJ Health, United Health, Eatherison and Wellcare. Further scrubbing of the list took place to validate, as best as possible, the existence of the providers at the locations listed.
Through that process a number of physicians were excluded based on the rationale noted. Although we are only able to submit Letters of Support representing 48 of the providers, we are pending a letter from a very large group from our area that represents 15 providers and 10 locations. We are confident we will have this letter in hand in the upcoming week.

129 81 61 48

Total # of providers:

Total # of "included" providers:
Total # of required providers [based on 75% of "included" providers):
Actual # of Letters of Support received to date:

EXHIBIT 7: LETTERS OF SUPPORT



June 30, 2014

Dr. Steven Linn
Chief Medical Officer/Population Health Officer
Inspira Health Network
Medical Staff Office
1505 West Sherman Ave.
Vineland, NJ 08360

Re. Letter of Support for Inspira Health Network's Medicaid Accountable Care Organization Application called The Healthy Cumberland Initiative, Inc. ("THCI")

Dear Dr. Linn,

The New Jersey Health Care Quality Institute strongly supports Inspira Health Network's application to participate in the Medicaid Accountable Care Organization Demonstration Project established by NJ P.L 2011, Chapter 114. We believe that Inspira Health Network is firmly committed to providing high-quality, cost-effective health care to the most vulnerable patients residing in Cumberland County through collaboration, the use of data, and patient-centered care. We also believe that Inspira Health Network will be able to build the necessary relationships with managed care organizations to finance that mission.

For the past three years, the Quality Institute has provided technical assistance, expert resources, and a network for learning among community health care coalitions interested in implementing payment and delivery system reforms – like the Medicaid ACO model – through our program, the Affiliated ACOs. Inspira Health Network is an active member of the Affiliated ACOs, which is funded in part by The Nicholson Foundation.

Through the Affiliated ACOs we have not only connected our members with best-practices from around the country in care-coordination, analytics, business planning, and patient engagement, but we have also focused on engaging the Medicaid Managed Care Organizations (MCOs) so that New Jersey's ACOs can reach financial sustainability. We have held ongoing meetings between key MCO executives and some of our member organizations, and have laid the groundwork for our individual members to negotiate contracts with the state's MCOs that will support this Demonstration Project.

As Inspira Health Network develops its Medicaid ACO, the Quality Institute will continue to provide these services and more to support its efforts. Inspira Health Network has committed to be an active member of the Affiliated ACOs during our

Leonard Leto
Chairman of the Board
NJ Health Care Quality Institute

NJ State Health Benefits Plan (Retired)

Robert "Rob" Andrews
Former Congressman, NJ
1" Congressional District
Of Counsel, Dilworth Passon, LLP

Andrea W. Aughenbaugh, RN CEO, NJ State Nurses Association (Retired)

James J. Florio Former Governor of New Jersey Senior Partner, Florio, Perrucci, Steinhardt & Fader, LLC

Heather Howard, J.D.
Former NJ Health Commissioner
Director of State Health Reform Assistance
Network,
Woodrow Wilson School of Public &
International Affairs.

Fred M. Jacobs, M.D., J.D.
Former NJ Health Commissioner
Executive Vice President & Chair of
Department of Medicine,
St. George's University School of Medicine

George R. Laufenberg, CEBS Administrative Manager New Jersey Carpenters Fund

Louis Marturana PSE&G (Retired)

Suzanne M. Miller, Ph.D.
Director, Behavioral Center of Excellence
in Breast Cancer
Fox Chase Cancer Center

Judith M. Persichilli President Emeritus CHE-Trinity Health

Michael A. Sedrish, MD Medical Director MediSys Management

David L. Knowlton President & CEO NJ Health Care Quality Institute

Phone 609-303-0373 Fax 609-303-0458

238 West Delaware Avenue Pennington, NJ 08534 www.njhcqi.org



next program year (2014-15). We strongly believe in Inspira Health Network goals improving the quality, capacity, and efficiency of the health care system in Cumberland, New Jersey and are proud to support the formation of its Medicaid ACO.

Sincerely,

Linda Schwimmer

Vice President

New Jersey Health Care Quality Institute

To Whom It May Concern;

- To participate in the program for the full length of the project (up to three vears);
- 2. To support the project objectives;
- To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature: Llannah	Harper DY	\bigcirc
Print Name: Leannah	Harper 1	10

The Cooper Health System Hospitalist Program has received information from Inspira Health Network about the development of a Medicaid ACO called The Healthy Cumberland County Initiative, Inc. and is interested in participating as generally outlined below:

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 3. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 4. Notwithstanding any project objectives, The Cooper Health System Hospitalists shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 5. Consistent with the project objectives, The Cooper Health System Hospitalists shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 6. Notwithstanding anything contained herein, The Cooper Health System reserves the right to terminate its participation at any time and for any reason with no penalty.

Sincerely,

Anthony Mazzarelli, MD

Chief Medical Officer/SVP Operations

The Cooper Health System

07/02/2014 06:05

Provider Letter of Support

To Whom It May Concern;

- To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- I acknowledge that, consistent with the project objectives, I shall not
 organize my care delivery to reduce access to care or increase costs, but
 instead shall work to improve health outcomes and quality while reducing
 unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:	Donna M. Jean CNN	
and the second s		
Print Name:	Donna McLean CAM	

To Whom It May Concern;

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. Lacknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:		7/2/14	
Print Name:	JACK M. SHIEL (85 6) 455 -8	DS, M.D.	-

To Whom It May Concern;

I have received information from Inspira Health Network about the development of a Medicaid ACO called The Healthy Cumberland County Initiative, Inc. and I am interested in participating. I agree to the following:

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. Tacknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

		200	
Print Name:	HASSAN	SALAH	(M (/)
FIRST Step Rediat			,
Salah, Hissan Rabinson, Kakh			

Signature:

South Cumberland Medical Associates

Catherine Tugman, MD Christopher Ballas, MD Lori Talbot, MD 215 Back Neck Road Bridgeton, N. J. 08302 Telephone (856) 451-4414 Fax (856) 451-2052

7/2/14

To Whom it May Concern;

I have received and reviewed information from Inspira Health Network about the development of a Medicaid ACO in Cumberland County.

We are a very poor county and there are a large number of Medicaid patients in our area.

I believe an ACO has the potential to improve care to these patients and I am interested in supporting its development.

I look forward to receiving more information about the ACO as this project goes forward.

Sincerely,

Lori C. Talbot, MD

To Whom It May Concern;

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. Lacknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

	Signature:
	Print Name: Tracy DeBiaso, M.D.
anuly	Pactici Associates of Cimberland Cty
bef Def	Practice Associates of Climberland Cty Par, Michelle DO Bear, John Exegery MD Broso, Tracy MD

To Whom It May Concern;

I have received information about the development of a Medicaid ACO called The Healthy Cumberland County Initiative, Inc. and I am interested in participating. I agree to the following:

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

(But

Cheryl Bettigole, MD, MPH, Chief Medical Officer CompleteCare Health Network

To Whom It May Concern;

I have received information from Inspira Health Network about the development of a Medicaid ACO called The Healthy Cumberland County Initiative, Inc. Our physician's group called Inspira Medical Group ("IMG") which is composed of 27 total IMG physicians is composed of the following; Primary Care Physicians (19), Obstetric/Gynecology physicians (4) and Midwives (4) interested in participating. "IMG" agrees to the following:

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and

7. I commit to abide by the ACO's antitrust compliance policy.

Signature:

Frank Ferry, M.D., IMG President

To Whom It May Concern;

I have received information from Inspira Health Network about the development of a Medicaid ACO called The Healthy Cumberland County Initiative, Inc. and I am interested in participating. I agree to the following:

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and

7. I commit to abide by the ACO's antitrust compliance policy.

0 1/1

Signature:	CALL	7/3/14	
	0	JILL MCATENSEN -	
		Client NCEN -	

Print Name:

CUMBERLAND FAMILY MEDICINE, LLC
1203 N. HIGH ST. SUITE A
MILLYLLE, NJ 08332

Cumbarland Tanally Medica Assaud Mortensen, Jill Do Davis, Brian J Do

To Whom It May Concern;

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:	8)an Bll			07/02/2011	f
Print Name:	GBOLAGADE	0.	BABALOLA	<i>A</i>	

To Whom It May Concern;

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:	
(
Print Name: Joseph P. Riley	

To Whom It May Concern;

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:		COH M
Print Name:	\mathcal{D} . \subset .	Hus Tow InD
umberland Medic Bhendwal Sangar Cohen, Alan B	cal tosociats.	
phendwal Sangai	YKMD the	15th, Unald C
Conen, Alan B	Do S	Shectz, Maurice, MD

Pediadric Associates, LLC

Associates, LLC

Mirine, Relande D

Mirine,

Provider Letter of Support

To Whom It May Concern;

I have received information from Inspira Health Network about the development of a Medicaid ACO called The Healthy Cumberland County Kahan, Rahan, Ministrative Land County Kahan, Rahan, Ministrative Land County Kahan, Ministrative Land County Initiative, Inc. and I am interested in participating. I agree to the following:

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. I acknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:	

Print Name: Matter A. fisher, mp

To Whom It May Concern;

- To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. Lacknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- 6. Lacknowledge that, consistent with the project objectives, I shall not organize my care delivery to reduce access to care or increase costs, but instead shall work to improve health outcomes and quality while reducing unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:		
Print Name:	Luciano J. Bispo, MD	

Cu	Mberland Obstetrics and Generalogy	
ort	Russon Armando mo Borefield, Exic mo Walsh, Sussannah n	10

To Whom it May Concern;

I have received information from Inspira Health Network about the development of a Medicaid ACO called The Healthy Cumberland County Initiative, Inc. and I am interested in participating. I agree to the following:

- 1. To participate in the program for the full length of the project (up to three years);
- 2. To support the project objectives;
- 3. To provide timely information to meet the ACO's reporting requirements, including quality measures and patient experience findings;
- 4. To share patient medical information with participating ACO members, pursuant to necessary data sharing agreements, for the purpose of meeting the project objectives, including patient care, tracking, follow-up and coordination;
- 5. I acknowledge that, notwithstanding any project objectives, I shall retain responsibility for medically appropriate treatment and referral decisions, document the basis for such decisions, and not limit treatment and referrals to providers participating in the ACO if treatment or referral to outside providers is medically indicated;
- I acknowledge that, consistent with the project objectives, I shall not
 organize my care delivery to reduce access to care or increase costs, but
 instead shall work to improve health outcomes and quality while reducing
 unnecessary and inefficient spending; and
- 7. I commit to abide by the ACO's antitrust compliance policy.

Signature:		
And the second s		

Print Name:

Mumo ourso, m

EXHIBIT 8 QUALITY PLAN

The Healthy Cumberland Initiative – Accountable Care Organization Quality Plan

Introduction

The Health Cumberland Initiative (THCI) will comply with the Quality Plan, and will monitor and report all required measures.

The planning process that THCI undertakes includes the assessment of the issues facing the Medicaid beneficiaries in the designated area as well as the challenges confronting the care providers. The Quality Committee of the Governing Body will review this data and use it as the basis for selection of voluntary measures set forth in the ACO rules. The selected measures will be directed at prevention and effectiveness of care and chronic disease management.

Goals and Objectives

The THCI has the following goals:

- Enhance the quality of care delivered to Medicaid enrollees in Cumberland County, NJ
- Ensure community engagement through patient feedback and monitoring of patient satisfaction
- Establish an equitable distribution of savings achieved through collaboration of CCM-ACO members

Members

The Governing Board will assign members to the Quality Committee.

Performance Measures

Each member of THCI has an individualized Quality Plan specific to their institution, which may include a number of performance measures similar to or the same as those required by the ACO regulations. The Quality Committee will evaluate the issues confronting patients and providers in Cumberland County. Using this information, the Quality Committee will choose at least the required number of measures for monitoring by care providers in the ACO.

Feedback Activities

In addition to overseeing the quality metrics, the Quality Committee will develop mechanisms and systems to elicit feedback from those it serve. With the goal of developing more efficient and coordinated care, the ACO must respond to user needs. The only way to know what these needs entail is to obtain feedback from those who use the system. The Committee shall develop ways to get this feedback, preferably in an electronic format, to determine whether actions taken address the needs of users.

The Healthy Cumberland Initiative – Accountable Care Organization Quality Plan

Feedback Activities (Continued)

The initial step will be to identify what the issues are. To do this, a limited number of interactions with patients and providers will be conducted in order to identify what the main issues are. Then the Quality Committee will develop a remedial action plan to address the identified issues. Subsequently, the Quality Committee will re-survey users to determine if the action plan has resolved the issue(s).

Gainsharing

Oversight of the Gainsharing Plan will also be assumed by the Quality Committee. The gainsharing plan will be submitted to the State within the next 6 to 9 months. Final decisions about the distribution of savings will require approval of the Governing Board members.

The measures are:

Mandatory Measures

Prevention/Effectiveness of Care
Screening for Clinical Depression and Follow Up Plan
Annual Dental Visit
Acute Care
RSV in Neonates <35 weeks
Behavioral Health
Initiation and Engagement of Alcohol and Other Drug Dependence Treatment
Anti-depressant Medication Management
Chronic Conditions
Annual Monitoring for Patients on Persistent Medications (year 2)
Annual HIV/AIDS Medical Visit
Resource/Utilization
Emergency Department Visits
Inpatient Readmission within 30 days
Preventable Hospitalizations
Provider visit within 7 days of Hospital Discharge
Return to ED within 7 days of Hospital Discharge
All Hospitalizations
Percent of PCPs for Successfully Qualify for EHR Incentive Payment
CAHPS/Satisfaction
Getting Timely Care, Appointments and Information
How Well Your Doctor Communicates
Patients Rating of Doctor
Access to Specialists
Health Promotion and Education
Shared Decision Making
Health Status/Functional Status

Voluntary Measures – Must Select 1 Item from Prevention Measures and Any 5 from Chronic Conditions

Childhood Immunization Status
Adolescent Immunization
Well Child Visits first 15 months
Well Child Visits 3, 4, 5, & 6
Adolescent Well Care
Weight Assessment and Counseling for Children and Adolescents
Frequency of Ongoing Prenatal Care
Medical Assistance with Smoking and Tobacco Use Cessation
Cervical Cancer Screening
Colorectal Cancer Screening
Tobacco Screening and Cessation
Breast Cancer Screening
Chlamydia Screening in Women 21-24
Prenatal and Postpartum Care

Chronic Conditions (Select 5 Measures)
Cardiovascular Disease
Cholesterol Management for Patients with Cardiovascular Conditions
Controlling High Blood Pressure
Complete Lipid Panel and LDL Control
Use of Aspirin or Another Antithrombic
Beta Blocker Therapy for Left Ventricular Systolic Dysfunction
Drug Therapy for Lowering LDL Cholesterol
ACE or ARB Therapy for Patients with CAD or LVSD
Diabetes
HbA1c Testing*
HbA1c Poor Control >9*
Control <8*
LDL Screening
LDL Control <100*
Neuropathy Monitoring*
BP Control <140/80*
Eye Exam*
Respiratory
Use of Appropriate Medications for People with Asthma*
Medication Management for People with Asthma
Use of Spirometry Testing in Assessment & Diagnosis of COPD
Pharmacotherapy of COPD exacerbation
Resource/Utilization
30 day Readmission Rate following AMI
30 day Readmission Rate following HF
30 day Readmission Rate following PNE
COPD Admission Rate
CHF Admission Rate
Adult Asthma Admission Rate

Demonstration Measures – these items will NOT be included in the Gain Sharing Calculations

Follow up After Hospitalization for Mental Illness
Medication Reconciliation (year 2)
Mental Health Utilization
Transportation
Referrals/Connections to Social Supports (housing, food)
Identification of Alcohol & Other Drug Services

EXHIBIT 9 GAINSHARING PLAN

Cumberland	Care Partners -	- Accountable	Care Organ	iization
Gainsharing	Plan		_	

The Gainsharing Plan will be developed within the next 6 to 9 months and submitted as required.