



CORPORATE POLICY

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	Approved By: Executive Leadership Team
	Approval Date: 04-29-2022

I. Scope:

This policy applies to Tenet Healthcare Corporation, its subsidiaries and affiliates (each, an “Affiliate”), any other entity or organization in which Tenet or an Affiliate owns a direct or indirect equity interest of greater than 50%, and any entity in which an Affiliate either manages or controls the day-to-day operations of the entity (each, a “Tenet Entity”) (collectively, “Tenet”).

II. Purpose:

To guide facilities operated by a Tenet Entity (each a “Facility”) in undertaking Medical Directorship Arrangements and to establish process to ensure all Medical Directorship Arrangements comply with the federal Anti-Kickback law, the Stark law, and other applicable laws and regulations.

III. Definitions:

Assistant General Counsel: The attorney in the Tenet Law Department who oversees the Operations Counsel for the Tenet Entity. Tenet’s General Counsel or Chief Legal Operations Officer can act in lieu of the Assistant General Counsel.

Fair Market Value (FMV): The value in arm’s-length transactions, consistent with the compensation that would be included in a service agreement, as the result of bona fide bargaining between well-informed parties to the agreement who are not otherwise in a position to generate business for the other party at the time of the service agreement. See L-25 Referral Source Fair Market Value for additional requirements on determining FMV.

Federal Health Care Program: Any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States Government, as defined in 42 U.S.C. § 1320a-7b(f). This includes but is not limited to: Medicare, Medicaid/MediCal, managed Medicare/Medicaid/MediCal, TriCare/VA/ CHAMPUS, SCHIP, Federal Employees Health Benefit Plan, Indian Health Services, Health Services for Peace Corps Volunteers, Railroad Retirement Benefits, Black Lung Program, Services Provided to Federal Prisoners, and Pre-Existing Condition Insurance Plans (PCIPs).

Immediate Family Member: A husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

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Medical Director: A Physician performing Medical Director Services as an independent contractor of a Facility pursuant to a medical director agreement.

Medical Directorship Arrangement: An arrangement pursuant to which a Physician provides Medical Director Services on behalf of the Facility and Facility provides Remuneration to the Physician for the performance of the Services.

Medical Directorship Services or Services: Medico-administrative services furnished by a Physician for the benefit of a Facility, consistent with this policy.

Operations Counsel: The attorney assigned by the Tenet Law Department to support the Facility’s legal operations.

Physician: A duly licensed and authorized chiropractor or doctor of medicine, osteopathy, dental surgery, dental medicine, podiatric medicine, optometry, or and his or her Immediate Family Members.

Remuneration: Anything of value including but not limited to cash, items, or services.

Tenet Facility Leader: CEO, ASC Administrator, or other senior-most facility leader.

VMG Tool: (1) The VMG-Tenet Production Compensation Supporting Schedules; (2) Tenet Clinical Metrics; (3) Tenet Medical Director Hourly Rates; and (4) any other VMG general depictions of FMV published as part of the CAM, each in the form most recently published as part of the Law Department CAM under FMV Resources.

IV. Policy:

A Facility may not enter into a Medical Directorship Arrangement unless the Facility has an objectively determined that there is a legitimate need for the Medical Directorship Services contemplated by the Medical Directorship Arrangement. The Medical Director shall adequately and contemporaneously document all Services furnished pursuant to a Medical Directorship Arrangement.

V. Procedure:

- A. A Facility shall follow each step set forth in Exhibit A when deciding to enter into a Medical Directorship Arrangement.
- B. The eCATS package shall be submitted for review and approval in eCATS. Once all required approvals have been obtained and are documented in eCATS, the Facility CEO and USPI RVP

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may execute the medical directorship agreement on behalf of the Facility. The Tenet Facility Leader shall notify the proposed Medical Director that he/she shall not perform any of the designated duties, and the Facility shall not provide any Remuneration in connection with a medical directorship agreement, until after the medical directorship agreement and all supporting documents have been executed by all parties.

- C. Facilities shall not execute any agreement for a Medical Directorship Arrangement until
 1. The arrangement is fully approved in eCATS, including a determination by the Facility’s Operations Counsel and, if applicable, Assistant General Counsel that the proposed Medical Directorship Arrangement and the medical directorship agreement comply with the applicable laws and
 2. All documents relevant to the proposed Medical Directorship Arrangement and medical directorship agreement are set forth in eCATS.

See Exhibit B for circumstances where the Assistant General Counsel must approve the CATS package prior to the execution of the proposed medical directorship agreement by the Facility.

- D. Immediately after execution of the medical directorship agreement, the Tenet Facility Leader, or his designee, shall provide the executed agreement for entry into the eCATS system.
- E. Documenting the Medical Director’s Completion of Duties Prior to Payment

Each Medical Director shall be required to contemporaneously document his or her time spent performing his or her designated duties under a medical director agreement. Such documentation shall be submitted to the Facility monthly or, if approved by the Assistant General Counsel, other periodic basis not less frequently than quarterly, in the form of the activity log attached to the medical directorship agreement. Each Medical Director shall complete, sign, and date his or her activity log.

Only time that a Medical Director spends on his or her designated duties under a medical directorship agreement shall be reimbursable. All other time, including but not limited to time relating to the Medical Director’s private practice, shall not be reimbursable.

See Exhibit C for guidance on when Facilities shall furnish Remuneration to a Medical Director for any given month.

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F. Renewal, Amendment, and Termination

Facilities shall not renew or amend a medical directorship agreement without a full review of the entire arrangement through the CATS process as provided in B above and Exhibit A Part F.

Should the Facility propose to terminate the agreement during its term other than in accordance with automatic termination provisions set forth in the agreement or non-renewal to be effective at the end of the term, Operations Counsel shall approve in advance via email, before being provided to the Physician or group practice, the proposed termination letter based upon a determination that the termination is appropriate and not related to the value or volume of referrals made to any Tenet Entity by the Physician or any Physician affiliated with the group practice or his or her Immediate Family Members. Operations Counsel’s approval and executed termination letter shall be uploaded into the eCATS package for the agreement.

In the event of termination of a medical director agreement during the first year of the term, then the Facility shall not enter into an arrangement for the same items and services with the Medical Director or affiliated group practice for the remainder of the first year of the agreement.

G. The Facility shall retain all CATS packages, agreements, and other documentation relating to each Medical Directorship Arrangement in accordance with AD 1.11 Records Management and its Record Retention Schedule.

VI. Enforcement:

All employees whose responsibilities are affected by this policy are expected to be familiar with the basic procedures and responsibilities created by this policy. Failure to comply with this policy will be subject to appropriate performance management pursuant to all applicable policies and procedures, up to and including termination. Such performance management may also include modification of compensation, including any merit or discretionary compensation awards, as allowed by applicable law.

VII. References:

Stark Law, 42 U.S.C. § 1395nn, and implementing regulations

Personal Services Arrangements exception, 42 U.S.C. § 1395nn(e)(3); 42 C.F.R. § 411.357(d)

Definition of Immediate Family Member, 42 C.F.R. § 411.351



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Fair Market Value exception, 42 C.F.R. § 411.357(l)

Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b)

Safe Harbor for Personal Services and Management Contracts

42 C.F.R. § 1001.952(d)

CAM Request for Medical Director Agreement

CAM Standard Form Medical Directorship Agreements, including form of Activity Log

AD 1.11 Records Management and its Record Retention Schedule

[L-15.PR.01 Operations Counsel Approval of Delayed Signature and Limited Remuneration Arrangements \(Procedure\)](#)

Tenet Code of Conduct

VIII. Exhibits:

Exhibit A Steps in Deciding to Enter into a Medical Directorship Arrangement

Exhibit B Assistant General Counsel’s Approval Required for the CATS Package

Exhibit C Remuneration to a Medical Director

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Exhibit A – Steps in Deciding to Enter into a Medical Directorship Arrangement

A Facility shall follow each step set forth below when deciding to enter into a Medical Directorship Arrangement.

A. Identify the Need for the Medical Directorship Services

The Facility shall identify any mandates or recommendations from the list below and any other evidence, indicating that one or more Physicians should be retained to furnish the Services contemplated by the Medical Directorship Arrangement to promote quality, cost-effective care or fulfill other legitimate needs of the Facility:

1. legal authorities (e.g., Medicare requirement for a director of a rehabilitation unit, 42 C.F.R. § 412.29(f), inpatient psychiatric services, 42 C.F.R. § 412.27(d), nuclear medicine services, 42 C.F.R § 482.53(a), respiratory care services, 42 C.F.R. § 482.57(a), skilled nursing facility, etc.),
2. government organizations,
3. Tenet Facility accreditation bodies,
4. medical education program accreditation bodies,
5. independent third-party consultants,
6. third party payers, or
7. the Facility’s medical staff or governing board.

The Facility shall also confirm that the proposed position does not duplicate the duties or activities of any other employee or independent contractor of the Facility. If there is duplication, the Facility shall confirm the reason that both are necessary and the controls in place to minimize duplication of effort.

B. Project the Number of Hours Required

A Facility shall make an objective determination that the number of hours of Medical Directorship Services contemplated by the Medical Directorship Arrangement is reasonable and necessary to accomplish the Facility’s legitimate needs for the Services. The Facility must

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prepare a written projection of the number of hours reasonably necessary to discharge the Services based on:

1. any benchmarks referenced by legal authorities, government organizations, Tenet Facility accreditation bodies, medical education program accreditation bodies, independent third-party consultants, third party payers, or the Facility’s medical staff or governing board;
2. data from time logs; and/or
3. other factors relevant to the services required, such as the number of Physicians with medical staff privileges in the applicable specialty, the size of the applicable department, unit or service line, the average daily census of the applicable department, unit or service line, accreditation requirements and the medical acuity and needs of the patients in the applicable department, unit or service line.

C. Demonstrate the Professional Qualifications of the Proposed Medical Director

A Facility shall objectively determine that the Medical Director is qualified and capable of performing the Medical Directorship Services. To demonstrate each Medical Director’s qualifications, the Facility must:

1. verify that the proposed Medical Director is qualified and capable of furnishing the Services (i.e., the Medical Director must confirm that he/she does not have other preexisting obligations which would limit or restrict the Medical Director from fully performing the Services);
2. obtain a copy of each proposed Medical Director’s curriculum vitae; and
3. disclose all financial and other relationships with drug and device companies, including without limitation any financial arrangements which are identified in the Open Payments database.

D. Calculate Fair Market Value Compensation

A Facility shall objectively determine and document that the Remuneration being offered to the Physician for the Medical Directorship Services is consistent with FMV. To ensure that the Remuneration is consistent with FMV, the Facility shall reference the median compensation for

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the relevant Medical Directorship Arrangement reflected on the VMG Tool, generally referencing the rate for employed Physicians unless approved by Operations Counsel based on the time commitment and resources required to perform the medical director agreement.

Notwithstanding the foregoing, in exceptional cases, if the Facility believes that a compensation amount that differs from and exceeds the median hourly compensation derived above is FMV, and all other requirements of this policy are met, the Facility may seek approval of the proposed hourly compensation from Operations Counsel and Assistant General Counsel. The Facility shall provide all supporting documentation, as well as any other information requested, to the eCATS package.

The Facility shall multiply the hourly rate by the projected number of hours set forth in the medical directorship agreement in order to determine the maximum monthly Remuneration to be offered for the Services of a particular Medical Director.

E. Review the Requirements of the Medical Directorship Agreement

The Facility shall confirm that the proposed Medical Directorship Arrangement will meet all the following terms to be included in the medical directorship agreement:

1. The Medical Directorship Arrangement shall be evidenced by a written medical directorship agreement in substantially the form contained in the Law Department’s Contractual Arrangements and Hospital Governance Manual (CAM) signed and dated by all parties. There shall be no oral or implied understandings that are not incorporated in the written agreement. If the Medical Director is not affiliated with a group practice, the agreement shall be between the Facility and the Physician who will provide the Medical Directorship Services (the individual agreement). If the Medical Director is an employee, independent contractor, partner, member or is otherwise affiliated with a group practice (a group member), the agreement shall be among the Facility and the group practice (the group agreement), and the agreement shall identify the Physician who will provide the Services. Notwithstanding the foregoing, a Tenet Entity may enter into a medical director agreement with a group member on an individual basis with the approval of the Assistant General Counsel if the group member demonstrates that the agreement is not inconsistent with the terms of any obligation to the Group, or the Group has consented to the agreement. If the Facility desires for a Physician to serve as a Medical Director of

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more than one department of the Facility, the Facility shall obtain the advance approval of the Operations Counsel and shall prepare separate agreements, require separate logs, and make separate payments to the Physician to ensure that expenses are appropriately allocated for cost reporting purposes.

2. The medical directorship agreement shall require that the Medical Director contemporaneously record his or her Services on the Medical Director activity log.
3. If a Facility proposes entering into a group agreement, the group practice shall furnish the Facility with a written representation and warranty that
 - a. the compensation of each Physician affiliated with the group including, without limitation, shareholders, members, partners, employees and independent contractors
 - i. will be commercially reasonable and consistent with fair market value; and
 - ii. will not vary with, or reflect or relate to – either directly or indirectly – the volume or value of patient referrals (actual or anticipated) to, or other business generated for, the Facility; and
 - b. the group practice agrees to comply with all relevant claims submission and billing laws and regulations.
4. The medical directorship agreement shall set forth with specificity all the Services to be furnished by each Medical Director. The designated duties shall not include
 - a. advertising or marketing on behalf of the Facility,
 - b. clinical duties for which a proposed Medical Director or an affiliated group practice is permitted to bill and retain payment from patients or third-party payers,
 - c. duties which a proposed Medical Director is obligated to perform free of charge as a result of his or her licensure or medical staff membership, including, without limitation, attendance at meetings that the proposed Medical Director is otherwise required to attend, such as regularly scheduled or mandatory medical staff or governing board meetings,

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- d. continuing medical education (unless approved by the Facility’s Operations Counsel and Assistant General Counsel)
- e. review of medical journals and periodicals,
- f. any entertainment activities,
- g. completing time logs, including, without limitation, activity logs,
- h. duties that could be performed by a non-Physician, such as scheduling Physician coverage for the unit or service; or
- i. duties that involve the counseling or promotion of a business arrangement or other activity that violates any federal or state law.

The designated duties shall be specific to the Medical Directorship Arrangement in question.

5. The term of the medical directorship agreement shall be at least one year but shall not exceed two years unless approved by the Assistant General Counsel. The medical directorship agreement may contain an automatic month-to-month renewal provision for up to six months provided the arrangement is on the same terms and conditions as the immediately preceding agreement but shall otherwise require affirmative renewal by mutual written agreement of the parties.
6. The Medical Directorship Arrangement shall not be conditioned on any proposed Medical Director or, in the event of a group agreement, the group practice or any Physician affiliated with the group practice,
 - a. making referrals to the Facility,
 - b. being in a position to make or influence referrals to the Facility, or
 - c. otherwise generating business for the Facility;

However, the medical directorship agreement shall require that the proposed Medical Director obtain and maintain active staff privileges at the Facility.

7. The Remuneration paid by the Facility to any Medical Director and/or affiliated group practice under the medical directorship agreement shall be a function of (1) the projected

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hours to be provided by the Medical Director, and (2) the hourly rate for discharge of the duties set forth in the medical directorship agreement, not to exceed the projected monthly hours. If approved by the Assistant General Counsel, Medical Director hours may be subject to a quarterly maximum hours cap.

8. The Remuneration paid by the Facility to any Medical Director and/or affiliated group practice under the medical directorship agreement shall not vary (or be adjusted or renegotiated) in any manner based on the volume or value of any actual or expected referrals to, or business otherwise generated for, the Facility by any Medical Director or, in the event of a group agreement, by the group practice or any individual or entity affiliated with the group practice.
9. No Medical Director, or, in the event of a group agreement, any Physician affiliated with the group practice, shall be precluded or restricted in any way from (a) establishing staff privileges at any other hospital or healthcare entity, (b) referring patients to or utilizing the services of any other hospital or healthcare entity, or (c) otherwise generating business for any other hospital or healthcare entity.
10. The medical directorship agreement shall provide that Remuneration shall not be paid by the Facility to a Medical Director and/or affiliated group practice (as appropriate) for a given payment period unless the Medical Director timely furnishes adequate, contemporaneous documentation pursuant to above in sufficient detail to permit validation of the services.
11. Except for terminations permitted by the medical directorship agreement, or unless otherwise approved by Operations Counsel, the Remuneration set forth in the Medical Directorship Arrangement shall not be renegotiated, renewed, extended, or amended after the medical directorship agreement is executed by the parties.
12. The Facility shall require that Medical Director disclose, as of the effective date and annually during the term, all financial or other relationships with manufacturers of pharmaceuticals, devices, and medical supplies to identify potential conflicts of interest. The existence of financial or other arrangements with manufacturers of pharmaceutical, devices, and medical supplies shall not preclude a Physician from serving as a Medical Director if Operations Counsel determines that there is not a conflict of interest arising

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from the relationship or approves safeguards to minimize the potential conflict of interest arising from the relationship.

13. Each Medical Director and any affiliated group practice shall agree to treat patients receiving medical benefits or assistance under any Federal Health Care Program in a nondiscriminatory manner.
14. Other than as specifically provided for in this policy, the Remuneration shall not directly or indirectly benefit any individual or entity in a position to make or influence patient referrals to, or otherwise generate business for, the Facility.
15. The medical directorship agreement will require the Physician and the group practice, if applicable, to abide by Tenet’s Compliance Program. Specifically, the Physician and the group practice will be required to have received, read, understood, and abide by Tenet’s Code of Conduct. The parties to the medical directorship agreement shall comply with Tenet’s Compliance Program and Tenet’s policies and procedures related to the Anti-Kickback Statute and the Stark Law. Further, the parties to the directorship agreement shall certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law. The Physician and the group practice, if applicable, shall complete any training required under Tenet’s Compliance Program.

F. Prepare the Contractual Arrangements Term Sheet (CATS) Package

For each proposed Medical Directorship Arrangement, the Facility shall prepare all the following documentation for submission with the CATS package into eCATS:

1. A Request for Medical Director agreement that includes:
 - a. A listing of all the Facility’s existing Medical Directorship Arrangements for the Facility and other Tenet Entities (indicating the title and summarizing the duties associated with each Medical Directorship Arrangement), noting which of these Medical Directorship Arrangements are in the same department or with respect to the same service line as the proposed Medical Directorship Arrangement, and explaining why none of the existing Medical Directors in that department or service line, if any, can discharge the designated duties associated with the proposed Medical Directorship Arrangement;

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- b. The reasons why the Facility needs the medical directorship;
 - c. The Medical Director’s qualifications;
 - d. The reasons why the number of hours required for the medical directorship is appropriate with attached supporting documentation;
 - e. The means of calculating the FMV of the Remuneration;
 - f. An outline of all previous, current or anticipated arrangements or agreements between (a) the Facility and each proposed Medical Director and/or any Immediate Family Member of each proposed Medical Director, or (b) the Facility and the group practice with which each proposed Medical Director is affiliated, or any other Physician affiliated with such group practice;
 - g. A statement that the proposed medical directorship agreement represents the entire agreement with respect to the Medical Directorship Arrangement between the Facility and the proposed Medical Director or group practice, as appropriate.
2. A draft CAM medical directorship agreement;
 3. A copy of the proposed Medical Director’s current curriculum vitae;
 4. The results of a search of the Open Payments database for Physician and, if applicable, the group practice;
 5. If a renewal or a new director for an existing Medical Director position, copies of the most recent three months of approved directorship time logs;
 6. Any original source or other documentation required to support the statements included in the Request for Agreement; and
 7. Any other information required by the Facility’s Operations Counsel or the Assistant General Counsel.



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Exhibit B – Assistant General Counsel’s Approval Required for the CATS Package

If any one or more of the following apply, the Assistant General Counsel shall be required to approve the CATS package prior to the execution of the proposed medical directorship agreement by the Facility:

- A. The Medical Directorship Arrangement proposes an hours cap in excess of 25 hours per month generally or 15 hours per month for an ambulatory surgery center Medical Director (excluding Medical Directorship Arrangements for which federal or state law or regulation or relevant accreditation standard requires a greater number of hours per month);
- B. The Medical Directorship Arrangement proposes co-directors;
- C. The proposed Medical Director is not board certified in his or her medical specialty or has been practicing in the specialty for at least five years; or
- D. The Remuneration set forth in the medical directorship agreement exceeds the hourly rate range set forth in Exhibit A Part D.

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Exhibit C – Remuneration to a Medical Director

- A. No Facility shall furnish any Remuneration to a Medical Director for any given month unless:
1. The Medical Director legibly completes in all material respects the activity log applicable to such month;
 2. The Medical Director signs, dates, and submits the activity log applicable to a given month by the date set forth in the directorship agreement;
 3. The Department/Unit Director/Supervisor and/or the Tenet Facility Leader review and approve the logs of reported activities; and
 4. The Tenet Facility Leader and CFO or Regional Vice President each provide written certification in the form set forth on the log attached to the medical directorship agreement that
 - a. they have reviewed the activity log;
 - b. they are aware of no inaccuracies therein;
 - c. the activity log was submitted on a timely basis as described in this subsection and L-3 V.D; and
 - d. the hours documented therein satisfy the Physician’s obligation under the medical directorship agreement.
- B. A Medical Director’s failure to sign, date, and submit his or her activity log applicable to a given month by the due date set forth in the agreement shall result in a forfeiture of compensation due for that particular month.
- C. The Medical Director shall be compensated at the hourly rate for each hour of Medical Directorship Services actually provided as set forth in the medical directorship agreement, up to the maximum monthly hours established in the agreement.
- D. The CFO or Tenet Facility Leader is responsible for ensuring that medical directorship payments are recorded in accordance with Tenet’s accounting policies and are charged only to accounts designated for such arrangements.