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I. SCOPE:

This policy applies to (1) Tenet Healthcare Corporation and its subsidiaries and affiliates (each, an “Affiliate”); (2) any other Entity or organization in which Tenet Healthcare Corporation or an Affiliate owns a direct or indirect equity interest greater than 50%, and (3) any hospital or entity in which an Affiliate either manages or controls the day-to-day operations of the entity (each, an “entity”) (each, a “Tenet Entity” and collectively, “Tenet”).



II. PURPOSE:

The purpose of this policy is to ensure, through the implementation of prudent and reasonable controls, that:

- A. all Personal Services Arrangements are undertaken only when a Tenet Entity has a legitimate need for a Non-Physician Referral Source Contractor to provide the type and quantity of Services contemplated to promote quality, cost-effective care or to fulfill other legitimate needs of the Tenet Entity;
- B. Tenet Entities are prohibited from entering into Personal Services Arrangements with Referral Sources (including Non-Physician Referral Source Contractors) in certain circumstances where Non-Referral Sources are available to provide the Services;
- C. the Compensation paid pursuant to all Personal Services Arrangements is commercially reasonable and consistent with Fair Market Value for the Services furnished;
- D. all Services furnished pursuant to a Personal Services Arrangement are adequately and contemporaneously documented by the Non-Physician Referral Source Contractor;
- E. all Personal Services Arrangements comply with applicable laws and regulations, including the federal and state Anti-Kickback laws and/or the Stark law and state self-referral laws; and
- F. under no circumstance will a Personal Services Arrangement involve a Tenet Entity paying remuneration to a Non-Physician Referral Source Contractor, directly or indirectly, with the intent to induce the Non-Physician Referral Source Contractor to refer patients to, otherwise generate business for, any hospital or Tenet Entity.



III. DEFINITIONS:

- A. “**Activity Log**” means the Activity Log contained in the CAM and attached as an exhibit to the Agreement, or another means of documenting Services as set forth in

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this policy and reflected in the Services Agreement. An Activity Log may also be captured by an automated time entry system approved by the Tenet Law Department and designated for such purpose.

- B. **“Assistant General Counsel”** means the Assistant General Counsel for Hospital Operations or Senior Managing Counsel for Ambulatory Operations or other attorney in the Tenet Law Department who oversees Tenet Facility’s Operations Counsel. Throughout this policy, the Assistant General Counsel approval can also be accomplished by Tenet’s General Counsel.
- C. **“CAM”** means the Tenet Contractual Arrangements and Governance Manual found on eTenet.
- D. **“Compensation”** means anything of value, including, but not limited to, cash, items or Services.
- E. **“Fair Market Value”** means the value in arm’s-length transactions, consistent with the Compensation that would be included in a Personal Services 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 Personal Service Agreement.
- F. **“Federal Health Care Program”** means 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, including, but 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 Corp Volunteers, Railroad Retirement Benefits Black Lung Program, Services Provided to Federal Prisoners, and Pre-Existing Condition Insurance Plans (PCIPs).
- G. **“Immediate Family Member”** means 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 of a Physician or Non-Physician Referral Source Contractor.
- H. **“Non-Physician Referral Source Contractor”** or **“Contractor”** means a Contractor other than a publicly traded company that is a Referral Source but is not a Physician and is not wholly or partially owned by a Physician and which provides Services pursuant to a Personal Services Arrangement. For purposes of this policy, the term “Non-Physician Referral Source Contractor” or “Contractor” includes the Immediate Family Members of the Non-Referral Source Contractor or any of its

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owners. For requirements applicable to Personal Services Arrangements provided by Physician Referral Sources or by Contractors wholly or partially owned by Physicians, see Law Department policy L-5 Personal Services Arrangements with Physicians.

- I. **“Non-Referral Source”** means any other person or Entity that is not a Referral Source, as defined below.
- J. **“Operations Counsel”** means, in the case of a hospital, its Operations Counsel responsible for hospital legal operations; in the case of a Physician organization, its Tenet Physician Resources (“TPR”) Counsel responsible for Physician practice legal operations; and in the case of a non-hospital outpatient facility, its assigned Counsel responsible for outpatient facility legal operations.
- K. **“Personal Services”** or **“Services”** mean clinical, administrative or consulting Services, but not professional medical Services, furnished by a Non-Physician Referral Source Contractor for the benefit of a Tenet Entity, consistent with this policy.
- L. **“Personal Services Agreement”** or **“Agreement”** means a written Agreement reflecting a Personal Services Arrangement.
- M. **“Personal Services Arrangement”** means an arrangement pursuant to which a Tenet Entity provides Compensation to a Non-Physician Referral Source Contractor for the performance of clinical, administrative or consulting Services furnished by the Non-Physician Referral Source Contractor on for or behalf of the Tenet Entity. See Tenet Law Department Policy L-5 for Personal Services Arrangements with Physicians.
- N. **“Physician”** means a duly licensed and authorized doctor of medicine or osteopathy, doctor of dental surgery or dental medicine, doctor of podiatric medicine, doctor of optometry, or chiropractor and his or her immediate family members. Immediate family member means 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.
- O. **“Referral Source”** means a Physician or other person or entity that can influence or recommend the purchasing, leasing, ordering or arranging for any goods, facility, item or service paid for, in whole or in part, by a federal or state healthcare program. It is anyone (including his/her/its Immediate Family Members) who has the capacity to refer or influence the flow of Medicare/Medicaid or other Federal Healthcare Program business to another party including anyone

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who has referred a patient to the Tenet Entity in the past or who is reasonably anticipated to refer a patient to the Tenet Entity in the future. This definition includes instances when a Tenet Entity or facility is the party in a position to refer or influence the referral of Federal Healthcare Program Business to a vendor. Examples of Referral Sources are listed on Exhibit A.

IV. POLICY:

A Tenet Entity may not enter into a Personal Services Arrangement with a Referral Source (including Non-Physician Referral Source Contractors) or any of their Immediate Family Members for Services listed on Exhibit B. For Services not included on Exhibit B, a Tenet Entity may not enter into a Personal Services Arrangement with Referral Source (including Non-Physician Referral Source Contractors) or any of their Immediate Family Members unless the Tenet Entity has an objectively determined, legitimate need for the Services contemplated by the Personal Services Arrangement as set forth in this policy.

V. PROCEDURE:

A. Entity Implementation



The Tenet Entity shall ensure that this policy is adhered to by following all of the steps set forth in this policy.

1. Step 1 Identify the Need for the Services

The Tenet Entity shall identify any mandates or recommendations from legal authorities, government organizations, provider accreditation bodies, medical education program accreditation bodies, independent third party consultants, third party payers, or the Tenet Entity's medical staff or governing board, and any other evidence, indicating that one or more Non-Physician Referral Source Contractors should be retained to furnish the Services contemplated by the Personal Services Arrangement in order to promote quality, cost-effective care or fulfill other legitimate needs of the Tenet Entity.

Tenet Entities are prohibited from entering into Personal Services Arrangements with Non-Physician Referral Source Contractors or their Immediate Family Members for the Personal Services listed on Exhibit B, except as set forth herein.

The Tenet Entity shall identify why the Services are best contracted for from the proposed Non-Physician Referral Source Contractor rather than a Non-Referral Source, and, for clinical Services, why the Services should be

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compensated by the Tenet Entity rather than having the Contractor bill a payer independently for the Service.

2. Step 2 Project the Number of Hours/Specific Services Required

a. Administrative and consulting Services should generally be contracted for based on a fixed number of hours per month. A Tenet Entity may not enter into a Personal Services Arrangement unless the Tenet Entity has made an objective determination that the number of hours of administrative or consulting Services contemplated by the Personal Services Arrangement is reasonable and necessary to accomplish the Tenet Entity’s legitimate needs for the Services. The Tenet Entity must prepare a written projection of the number of hours reasonably necessary to discharge the administrative or consulting Services based on:



- (1) any benchmarks referenced by legal authorities, government organizations, provider accreditation bodies, medical education program accreditation bodies, independent third party consultants, third party payers, or the Tenet Entity’s medical staff or governing board;
- (2) historical data from similar Service arrangements; and/or
- (3) other factors, such as a detailed description of the scope of the consulting project.

b. Clinical Services should be contracted for on a time basis or on a per unit of Service basis. Time-based Services must meet the requirements of Paragraph V.A.2.(a) above. Services rendered on a per unit of Service basis should be identified using a CPT or APC code number and descriptor.

3. Step 3 Demonstrate the Qualifications of the Non-Physician Referral Source Contractor

A Tenet Entity may not enter into a Personal Services Arrangement unless the Tenet Entity has objectively determined that the Non-Physician Referral Source Contractor is qualified and capable of performing the Services. To demonstrate the Contractor’s qualifications, the Tenet Entity must:

a. verify that the Non-Physician Referral Source Contractor is capable of furnishing the Services (*i.e.*, confirm that he/she/it does not have



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other preexisting obligations which would limit or restrict the Non-Physician Referral Source Contractor from fully performing the Services);

- b. verify, if not evident from existing information, that the Non-Physician Referral Source Contractor holds all necessary licenses to perform the Services in the state;
 - c. demonstrate that there is not a Non-Referral Source Entity reasonably capable of providing the Services on reasonable terms and conditions and taking into account the additional legal considerations involved in contracting with a Referral Source;
 - d. verify that the Non-Physician Referral Source Contractor is qualified to provide the Services (*e.g.*, that the Non-Physician Referral Source Contractor possesses relevant training and/or experience in the area);
 - e. verify, through a search of the U.S. General Services Administration’s (GSA) Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs maintained on the System for Awards Management (SAM), the Office of Inspector General (OIG) of the Department of Health and Human Services List of Excluded Individuals/Entities, and any applicable state healthcare exclusion list, that the Non-Physician Referral Source Contractor has no exclusions, suspensions or debarments from participation in any federal health care program; and
 - f. confirm that the Non-Physician Referral Source Contractor has cleared all required Tenet vendor screening processes.
4. Step 4 Calculate Fair Market Value Compensation

A Tenet Entity may not enter into a Personal Services Arrangement unless the Tenet Entity has objectively determined and documented that the Compensation being offered to the Non-Physician Referral Source Contractor for the Services is consistent with Fair Market Value.

- a. For Services to be compensated on, or calculated using, an hourly rate basis, in order to ensure that the Compensation is consistent with Fair Market Value, the Tenet Entity shall consider (1) rates identified by Human Resources for similar Services delivered by employees, plus a reasonable allocation for employment benefits,

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(2) rates proposed by other Non-Referral Source vendors for similar Services or (3) other factors which reasonably inform the market pricing for the Services.



The Tenet Entity shall multiply the hourly rate by the projected number of hours set forth in the Personal Services Agreement in order to determine the Compensation to be offered for the Services of the Contractor.

- b. For clinical Services to be compensated on a unit of Service basis, documentation of Fair Market Value must be demonstrated by reference to objective benchmarks relevant to the Service being contracted for. Such benchmarks may include applicable Medicare and Medicaid rates, prevailing managed care rates in the relevant market, amounts received by the Tenet Entity from third party payers for the specific contracted Services, weighted averages of the above benchmarks based on historical or anticipated case mix and payer mix, or independent valuations. The Tenet Entity shall identify the basis for selection of the benchmark(s) utilized as most appropriate for the Services.
- c. In determining Fair Market Value, the Tenet Entity shall take into account both monetary Compensation and any other contract terms that provide value to the Non-Physician Referral Source Contractor, including indemnification for acts within the scope of the Non-Physician Referral Source Contractor's Services under the Personal Services Arrangement or extension of malpractice or other relevant insurance coverage for such Services, and amenities such as meals furnished when Services are rendered and specifically contemplated in the Personal Services Agreement.

See Law Department Policy L-25 "Referral Source Fair Market Value" for additional requirements on determining Fair Market Value.5. Step 5 Review the Requirements of the Personal Services Agreement



The Tenet Entity shall confirm that the proposed Personal Services Arrangement will meet all of the following terms to be included in the Personal Services Agreement:

- a. The Personal Services Arrangement shall be evidenced by a written Personal Services Agreement, preferably in the form contained in the CAM. There shall be no oral or implied understandings that are not incorporated in the written Agreement. In the event that the

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Tenet Entity desires for a Non-Physician Referral Source Contractor to furnish Services to more than one department of the Tenet Entity, the Tenet Entity shall obtain the advance approval of the Operations Counsel and shall prepare separate Agreements, require separate documentation and make separate payments to the Non-Physician Referral Source Contractor to ensure that expenses are appropriately allocated for cost reporting purposes.

- b. The Personal Services Agreement shall specify what documentation is required to be completed by the Non-Physician Referral Source Contractor to evidence that the Services were performed. Specifically, the Agreement shall require the documentation set forth in Step 9 “Documenting the Non-Physician Referral Source Contractor’s Completion of Duties Prior to Payment.”
- c. The Personal Services Agreement shall set forth with specificity all of the Services to be furnished by the Contractor. The designated duties shall not include (1) duties which the Contractor is obligated to perform free of charge as a result of his/her/its licensure, (2) continuing education (unless approved by the Operations Counsel and Assistant General Counsel, (3) any entertainment activities, (4) completing Activity Logs or (5) 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 Personal Services Arrangement.
- d. The term of the Personal Services Agreement shall not exceed two years except with the prior approval of the Assistant General Counsel, provided, however, that Personal Services Agreements related to clinical research studies may have a term appropriate to achieve the legitimate business purposes of the study.
- e. If the Agreement is terminated during the first year of the term, then neither the Tenet Entity and the Non-Physician Referral Source Contractor, nor the Tenet Entity and any of the Contractor’s owners or officers shall enter into a Personal Services Arrangement for the same items and Services for the remainder of the first year of the intended term of the Agreement, except as provided in this policy. The Personal Services Arrangement shall not be conditioned on the Non-Physician Referral Source Contractor or any Physician affiliated with the Non-Physician Referral Source Contractor, (1) making referrals to any Tenet Entity, (2) being in a position to make or influence referrals to any Tenet Entity, or (3) otherwise

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generating business for any Tenet Entity; provided, however, that the Personal Services Agreement may require that a Physician affiliated with the Non-Physician Referral Source Contractor obtain and maintain active staff privileges at the Tenet Entity if appropriate for the Services.

- f. The Compensation paid by the Tenet Entity to the Non-Physician Referral Source Contractor under the Personal Services Agreement shall be subject to reduction or forfeiture pursuant to the conditions described in Step 9 “Documenting the Non-Physician Referral Source Contractor’s Completion of Duties Prior to Payment.”
- g. The Compensation paid by the Tenet Entity to the Non-Physician Referral Source Contractor under the Personal Services Agreement (which may include per unit of Service-based Compensation) 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, any Tenet Entity by the Non-Physician Referral Source Contractor or any individual or Entity affiliated with the Non-Physician Referral Source Contractor.
- h. A Non-Physician Referral Source Contractor or Physician affiliated with the Contractor shall not be precluded or restricted in any way from (1) establishing privileges at any other hospital or facility, (2) referring patients to or utilizing the Services of any other hospital or facility, or (3) otherwise generating business for any other hospital or facility.
- i. The Personal Services Agreement shall provide that Compensation shall not be paid by the Tenet Entity to a Non-Physician Referral Source Contractor for a given payment period unless the Non-Physician Referral Source Contractor furnishes adequate, contemporaneous documentation pursuant to Step 9 “Documenting the Non-Physician Referral Source Contractor’s Completion of Duties Prior to Payment” indicating that he/she/it fully discharged all designated duties during the payment period.
- j. Except as permitted by this policy, the Compensation set forth in the Personal Services Arrangement shall not be renegotiated, renewed, terminated, extended or amended after the Personal Services Agreement is executed by the parties. In the event of the addition of a new Service or removal of a Service from the Personal Services Arrangement, it shall be reflected in an amendment, including



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adjustment to the Compensation reflecting the revision to the Service. Notwithstanding the foregoing, extensions or renewals of the Agreement are permitted only after a full review and approval of the entire arrangement through eCATS as set forth in Steps 6 “Preparing eCATS Package” and 7 “Legal Review and Approval” of this policy, and terminations of the Agreement during its term other than automatic terminations and notices of non-renewal to be effective at the end of the term are permitted only after Operations Counsel has determined that termination is unrelated to the value and volume of referrals or other business generated between the parties, and the requirements set forth in Section V.B. “Renewal, Amendment and Termination” of this policy are met.

- k. The Non-Physician Referral Source Contractor shall agree to treat in a nondiscriminatory manner patients receiving medical benefits or assistance under any Federal Health Care Program.
- l. Other than as specifically provided for in this policy, the Compensation 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, any Tenet Entity.
- m. The Personal Services Agreement shall require the Contractor to abide by Tenet’s Compliance Program. Specifically, the Contractor will be required to have received, read, understood and abide by Tenet’s Code of Conduct. The parties to the Personal Services Agreement shall comply with Tenet’s Compliance Program and Tenet’s policies and procedures related to the federal and state Anti-Kickback Statutes and/or the Stark Law and state self-referral laws. A summary of Tenet’s Compliance Program and a link to Tenet’s policies and procedures shall be provided to the Contractor upon request and are generally available at www.tenethealth.com. Further, the parties to the Personal Services Agreement shall certify that they shall not violate the federal and state Anti-Kickback Statute and/or the Stark Law and state self-referral laws. The Contractor and its personnel, if applicable, shall complete any training required under Tenet’s Compliance Program.



6. Step 6 Prepare the Contractual Arrangements Term Sheet (CATS) Package

This Step 6 does not apply to agreements executed by a Group Purchasing Organizations (GPO) on behalf of a Tenet Entity which are maintained by the GPO and not stored in eCATS. For each proposed Personal Services

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Arrangement, the Tenet Entity shall prepare all of the following documentation for submission with the CATS package into eCATS:



- a. A fully completed Request for Agreement in the form included in the CAM Forms on eTenet that includes:
 - (1) a detailed description of the Services to be provided;
 - (2) the reasons why the Tenet Entity needs the Services to be provided by a Referral Source, and in the case of clinical Services to be compensated by the Tenet Entity, why the Services cannot or should not be billed directly to the patient or payer by the Non-Physician Referral Source Contractor;
 - (3) the Non-Physician Referral Source Contractor's qualifications, the basis for selecting this particular Non-Physician Referral Source Contractor and the basis upon which it was determined that a Non-Referral Source vendor was not an appropriate alternate provider of the Services;
 - (4) for hourly Services, the reasons why the number of hours required for the Services is appropriate;
 - (5) the means of calculating the Fair Market Value of the Compensation;
 - (6) an outline of the terms and conditions of the proposed Personal Services Arrangement, and a summary of any amendments or supplements made to the CAM individual or group Agreement (as appropriate);
 - (7) an outline of all previous, current or anticipated arrangements or Agreements between (a) the Tenet Entity and the Non-Physician Referral Source Contractor, or (b) the Tenet Entity and any Physician affiliated with such Non-Physician Referral Source Contractor; and

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- (8) a statement that the proposed Personal Services Agreement represents the entire Agreement with respect to the Personal Services Arrangement between the Tenet Entity and Non-Physician Referral Source Contractor and any affiliated Physician, as appropriate.
- b. A fully completed term sheet setting forth the total dollar value (or, as applicable, the estimated maximum total dollar value) of the Compensation that may be furnished by the Tenet Entity pursuant to the Personal Services Agreement, and any other Agreement, during the term;
 - c. A draft Agreement, preferably in the CAM form;
 - d. Evidence of the Non-Physician Referral Source Contractor's qualifications, such as a copy of the Non-Physician Referral Source Contractor's current curriculum vitae if an individual;
 - e. The results of an OIG/GSA/SAM and applicable state healthcare exclusion list search noting no exclusions, suspensions or debarments of the Contractor from participation in any Federal Health Care Program;
 - f. Verification that the Non-Physician Referral Source Contractor has been qualified through Tenet's vendor screening process;
 - g. Any original source or other documentation required to support the statements included in the cover memorandum; and
 - h. Any other information required by the Tenet Entity's Operations Counsel or the Assistant General Counsel.
7. Step 7 Obtain Legal Review and Approval

No Personal Services Agreement shall be executed until the facility's Operations Counsel has reviewed and approved the proposed Personal Services Arrangement and the Personal Services Agreement to ensure compliance with the applicable laws and ensured that all documents relevant to the proposed Personal Services Arrangement and Personal Services Agreement are set forth in eCATS.

The Assistant General Counsel shall also be required to approve the eCATS package prior to the execution of the proposed Personal Services Agreement

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by the Tenet Entity for an amendment to the Personal Services Arrangement or a new agreement for the same or similar Services following termination of a previous agreement to be entered into if, within twelve (12) months following the effective date of a Personal Services Agreement.



8. Step 8 Execute the Personal Services Agreement

The CATS package shall be submitted for review and approval in eCATS. Once all required approvals have been obtained and are documented in eCATS, the CEO, USPI Regional Vice President or USPI Market President, as applicable, or other senior facility leader authorized by Tenet policy may execute the Personal Services Agreement on behalf of the Tenet Entity. The CEO, Administrator or other senior-most facility leader shall notify the Non-Physician Referral Source Contractor that he/she/it shall not perform any of the designated duties, and the Tenet Entity shall not provide any Compensation in connection with a Personal Services Agreement, until after the Personal Services Agreement and all supporting documents have been executed by all parties. Immediately after execution of the Personal Services Agreement, the CEO, Administrator or other senior-most facility leader, or his designee, shall scan the executed Agreement into the eCATS system.



9. Step 9 Documenting the Non-Physician Referral Source Contractor's Completion of Duties Prior to Payment

Prior to making any payment pursuant to the Agreement, the Tenet Entity is required to obtain and approve the documentation described below to confirm that the Services were performed in accordance with the Agreement:



Agreement Type	Who is Required to Document Performance of Services by the Non-Physician Referral Source	Form(s) of Documentation Accepted	Who at Tenet Entity Must Sign Documentation to Verify that Services were Provided	Frequency of Documentation Required	Tenet Entity Approval Required to Issue Payment
Administrative or clinical Services provided on an hourly basis	The entity performing the Services shall complete the Activity Log.	Activity Log in the CAM format	The Department/ Unit Director CEO, Administrator or other senior-most facility leader and CFO shall sign the Activity	The Non-Physician Referral Source shall submit Activity Logs monthly.	CFO

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Agreement Type	Who is Required to Document Performance of Services by the Non-Physician Referral Source	Form(s) of Documentation Accepted	Who at Tenet Entity Must Sign Documentation to Verify that Services were Provided	Frequency of Documentation Required	Tenet Entity Approval Required to Issue Payment
			Log to confirm that Services were provided in accordance with the Agreement.		
Attendance at Governing Board Meetings by Non-Physician Referral Source Members of the Governing Board	CEO, Administrator or other senior-most facility leader shall ensure that Governing Board meeting minutes accurately reflect each Governing Board member's attendance at each meeting. The Governing Board member is not required to provide additional documentation.	CEO, Administrator or other senior-most facility leader shall ensure that Governing Board meeting minutes accurately reflect each Governing Board member's attendance at each meeting. The Governing Board member is not required to provide additional documentation.	The Chair or other individual assigned to take minutes shall sign the minutes of each meeting.	The Tenet Entity shall maintain minutes of each Governing Board Meeting.	CFO
On-Call Agreements (whether on an hourly, per-diem or partial day basis)	Non-Physician Referral Source providing on-call Services shall review the Tenet Entity's records of on-call Services provided and sign a certification that the records reflect Services provided or make corrections prior to signing the certification OR shall independently	Non-Physician Referral Source certification that the Tenet Entity's on-call records are accurate or that the certification provided by the Non-Physician Referral Source accurately reflects the periods of on-call Services provided.	The Tenet Entity's Unit/ Department Director of the ED shall maintain accurate records of on-call Services provided and shall provide such records to the Non-Physician Referral Source for review and certification that the records accurately reflect on-call Services	Non-Physician Referral Source shall submit the certification within one month after the month in which the on-call Services are performed.	CFO

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Agreement Type	Who is Required to Document Performance of Services by the Non-Physician Referral Source	Form(s) of Documentation Accepted	Who at Tenet Entity Must Sign Documentation to Verify that Services were Provided	Frequency of Documentation Required	Tenet Entity Approval Required to Issue Payment
	create an invoice identifying the specific periods for which Non-Physician Referral Source provided on-call Services along with a certification that it accurately reflects the Services provided		provided. In the alternative, the Tenet Entity may accept a certification submitted by the Non-Physician Referral Source attesting to the periods during which on-call Services were provided. If consistent with the records of the Tenet Entity, the Unit/ Department Directors shall approve the Services for payment.		
Clinical Services provided on a per-procedure basis	Non-Physician Referral Source performing the Services.	The Non-Physician Referral Source shall submit one of the following: (1) a monthly invoice signed by the Non-Physician Referral Source that identifies each Service provided by the Non-Physician Referral Source by patient name or number, date of service and CPT code(s) or other descriptor approved in	The Department Director/Unit Director shall approve the documentation submitted by the Non-Physician Referral Source to confirm that Services were provided.	The Non-Physician Referral Source shall provide documentation to the Department Director/Unit Director on a monthly basis.	CFO



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Agreement Type	Who is Required to Document Performance of Services by the Non-Physician Referral Source	Form(s) of Documentation Accepted	Who at Tenet Entity Must Sign Documentation to Verify that Services were Provided	Frequency of Documentation Required	Tenet Entity Approval Required to Issue Payment
		accordance with this policy; (2) individual Form 1500s reflecting each Service provided by the Physician; OR (3) the Tenet Entity's determination of Services on a per-procedure or wRVU basis generated by the Tenet Entity from its contemporaneously-created patient medical records.			

Only time that a Non-Physician Referral Source Contractor spends on designated duties under a Personal Services Agreement shall be compensated by the Tenet Entity, and all other time, including, but not limited to, time relating to the Contractor's business, shall not be reimbursable. All documentation shall be legible and complete.

A Non-Physician Referral Source Contractor's failure to submit documentation required by Step 5 by the due date set forth in the Agreement shall result in a forfeiture of Compensation due for that particular month.

For Personal Services Agreements where the Compensation is fixed in the aggregate and based on an hourly rate times a projected number of hours, if, in any given month while a Personal Services Agreement is in effect, a Non-Physician Referral Source Contractor provides fewer hours of personal Services than the projected number of hours, then the Non-Physician Referral Source Contractor shall be compensated at the hourly rate for each hour of Services actually provided as set forth in the Personal Services Agreement.

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The Tenet Entity CFO is responsible for ensuring that (1) the documentation required by this Policy has been received and approved as described above, (2) that payments are made consistent with this Agreement and requirements of this Policy, and (3) that payments are recorded in accordance with Tenet’s accounting policies and are charged only to accounts designated for such arrangements.

B. Renewal, Amendment and Termination

Renewal or amendment of the agreement is permitted only through a full review of the entire arrangement through the eCATS process as provided in steps 6 “Prepare the eCATS Package” and 7 “Obtain Legal Review and Approval” of this policy.

Should the Tenet Entity propose to terminate the Personal Services Agreement during its term other than in accordance with automatic termination provisions set forth in the Agreement or notices of non-renewal to be effective at the end of the term, the reasons termination is desired, along with a proposed termination letter, shall be approved in advance via email by Operations Counsel before being provided to the Non-Physician Referral Source Contractor to confirm that the termination is appropriate and not related to the value or volume of referrals made by the Contractor, any of its owners or any Immediate Family Member of the Contractor or its owners to any Tenet Entity. Operations Counsel’s approval and executed termination letter shall be uploaded into the eCATS package for the Personal Services Agreement.

C. Document Retention



The Tenet Entity shall retain all CATS packages, agreements and other documentation relating to each Personal Services Arrangement in accordance with Administrative policy AD 1.11, Records Management and its Record Retention Schedule.

D. Responsible Person

The CFO is responsible for ensuring that all individuals adhere to the requirements of this policy. If the CFO is unable to create adherence to this policy, the CFO shall immediately report the non-adherence to the Compliance Officer.

E. Enforcement

All employees whose responsibilities are affected by this policy are expected to be familiar with the basic procedures, protocols and responsibilities created by this policy its supporting documents. 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

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also include modification of Compensation, including any merit or discretionary Compensation awards, as allowed by applicable law.

VI. REFERENCES:

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).

Tenet Contractual Arrangements Manual

CAM Standard Form Consulting Agreement

CAM Standard Form Services Agreement

CAM Standard Form Emergency Room On-Call Panel Services Agreement

CAM Standard Form Non-Invasive Cardiology Panel Agreement [Direct Pay]

Law Department Policy L-5 Personal Services Arrangements with Physician Referral Sources

Administrative policy AD 1.11 Records Management and its Record Retention Schedule

Tenet Code of Conduct

[L-15.DR.01](#)

[Exhibit B: Restricted Services](#)

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