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I. SCOPE:

This policy applies to (1) Tenet Healthcare Corporation and its wholly-owned 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 healthcare facility in which Tenet Healthcare Corporation or an Affiliate either manages or controls the day-to-day operations of the facility (each, a “Tenet entity”) (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 physician 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. the remuneration paid pursuant to all personal services arrangements is commercially reasonable and consistent with fair market value for the services furnished;
- C. all services furnished pursuant to a personal services arrangement are adequately and contemporaneously documented by the physician;
- D. all personal services arrangements comply with applicable laws and regulations, including the federal Anti-Kickback law and the Stark law; and
- E. under no circumstance will a personal services arrangement involve a hospital paying remuneration to a physician, directly or indirectly, with the intent to induce the physician to refer patients to, or otherwise generate business for, any hospital or Tenet entity.

III. DEFINITIONS:


- A. “**Personal Services Arrangement**” means an arrangement pursuant to which a Tenet entity provides remuneration to a physician for the performance of professional medical, medico-administrative or consulting services furnished by the physician on behalf of the Tenet entity, but does not include services otherwise covered by [Law Department Policy No. L-3 \(Medical Directorships\)](#) or [Law Department Policy No. L-10 \(Physician Employment\)](#).

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- B. **“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.
- C. **“Personal Services”** or **“Services”** mean professional medical, medico-administrative or consulting services (including on-call services) furnished by a physician on behalf of a Tenet entity, consistent with this policy
- D. **“Remuneration”** 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 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 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, Pre-Existing Condition Insurance Plans (PCIPs) and Section 1011 Requests.
- G. **“Group Practice”** means two or more Physicians who practice medicine through a single legal entity, using a common trade name and a common tax identification number, including a faculty practice plan or other physician group practice organization affiliated with an academic medical center.
- H. **“Activity Log”** means the Activity Log contained in the CAM and attached as an exhibit to the agreement.

IV. POLICY:

A Tenet entity may not enter into a personal services arrangement unless the Tenet entity has an objectively determined, legitimate need for the services contemplated by the personal services arrangement.

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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 physicians 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.

In the case of personal medical services, the Tenet entity shall identify why the services are best contracted for and compensated by the Tenet entity rather than having the physician bill a payor independently for the service.

In the case of on-call services, the Tenet entity (a) shall identify any mandates or recommendations from legal authorities (*e.g.*, EMTALA, trauma center designation requirements, other state regulations), and any other evidence, that on-call coverage in the particular specialty or subspecialty should be secured, (b) shall also document whether such on-call services are required without compensation under the medical staff bylaws or rules and regulations; and (c) shall also document prior efforts to obtain such services on a voluntary basis.

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


a. Medico-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 medico-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 medico-administrative or consulting services based on:

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- (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) data from time logs; and/or
 - (3) other factors, such as a detailed description of the scope of the consulting project.
 - b. Professional medical services should be contracted for on an hourly basis or on a per unit of service basis. Hourly services must meet the requirements of Paragraph (1) above. Services rendered on a per unit of service basis should be identified by Physician using a CPT code number and descriptor.
 - c. On-call services should be contracted for on the basis of 24-hour coverage.
3. Step 3 Demonstrate the Qualifications of the Physician

A Tenet entity may not enter into a personal services arrangement unless the Tenet entity has objectively determined that the physician is qualified and capable of performing the services. To demonstrate the physician's qualifications, the Tenet entity must:

 - a. verify that the physician is capable of furnishing the services (i.e., the physician must confirm that he/she does not have other preexisting obligations which would limit or restrict the physician from fully performing the services);
 - b. obtain a copy of the physician's curriculum vitae;
 - c. verify, if not evident from existing information, that Physician is currently licensed in the State;
 - d. verify that the physician is qualified to provide the services (e.g., that the physician possesses relevant training and/or experience in the area); and
 - e. verify, through a search of the U.S. General Services Administration's (GSA) Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs, the Office of Inspector General (OIG) of the Department of Health and Human

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Services List of Excluded Individuals/Entities, and any applicable state healthcare exclusion list, that the physician (and, in the context of a personal services agreement with a group practice, the group) has no exclusions, suspensions or debarments from participation in any federal health care program.

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 remuneration being offered to the physician 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 remuneration is consistent with fair market value, the Tenet entity shall derive an hourly rate to be utilized in calculating the remuneration by taking the average of the 50th percentile salary for the physician’s specialty¹ of the most recent publications of four national salary surveys and dividing the resulting figure by 2,000 hours (the “Hourly Rate”). The Tenet entity may use a hourly rate between the Hourly Rate and 140 percent of the Hourly Rate up to a maximum of \$150/hr. If the Hourly Rate derived by the calculation supports a hourly rate in excess of \$150/hr. then the provider may use the higher amount. The four national surveys may be selected from any of the following five surveys: (1) Sullivan, Cotter & Associates, Inc. -- Physician Compensation and Productivity Survey; (2) Hay Group - - Physician Compensation Survey; (3) Hospital and Healthcare Compensation Services – Physician Salary Survey Report; (4) Medical Group Management Association – Physician Compensation and Productivity Survey; and (5) ECS Watson Wyatt – Hospital and Healthcare Management Compensation Report.

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 remuneration to be offered for the services of the particular physician.

Notwithstanding the foregoing, for physician Governing Board members, the hospital shall compensate the physician Governing Board member at a fair market value rate equal to the amount paid

¹ If the physician’s specialty is not included in the survey, please contact your Regional Counsel for guidance.


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to non-physician Governing Board members, as determined by the Governing Board, and approved in advance by Regional Counsel. The compensation, including any other benefits, such as meals, board retreats, etc. shall be set forth in the Governing Board member’s appointment letter.

Notwithstanding the foregoing, if the Tenet entity believes that a compensation amount that differs from and exceeds the average hourly rate derived above is fair market value, and all other requirements of this policy are met, the Tenet entity may seek approval of the proposed hourly rate to be utilized in calculating the compensation from the Regional Senior Vice President, Regional Counsel and Assistant General Counsel.² The Tenet entity shall provide all supporting documentation, as well as any other information requested, to the CATS package.

- b. For services to be compensated on a per-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 hospital from third party payors for the specific contracted services in question, weighted averages of the above benchmarks based on historical or anticipated case mix and payor mix, or independent valuations. The Tenet entity shall identify the basis for selection of the benchmark(s) utilized as most appropriate for the service in question.
- c. On-call services may be contracted on a fixed per-diem basis, on the basis of fixed per-encounter or per unit of service payments for indigent patients, or on such other basis as is reasonably necessary to secure coverage. The Tenet entity must objectively determine and document that the remuneration being offered to the physician for the on-call services is fair market value.
- d. In determining fair market value, the Tenet entity shall take into account both monetary compensation and any other contract items of value to the physician, including indemnification for acts within the scope of the physician’s services under the personal services arrangement or extension of malpractice coverage for such

² “Assistant General Counsel” means the Assistant General Counsel in the Tenet Law Department who oversees Tenet’s Regional Counsel. Throughout this policy, the Assistant General Counsel approval can also be accomplished by Tenet’s General Counsel.

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services, and meals furnished when services are rendered and specifically contemplated in the personal services agreement.

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 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 physician is not affiliated with a group practice, the agreement shall be between the Tenet entity and the physician who will provide the services (the individual agreement). If the physician is an employee, independent contractor, partner, member or is otherwise affiliated with a group practice (or practices through a sole shareholder PC), the agreement shall be among the Tenet entity and the group practice (the group agreement) or the sole shareholder PC (the sole shareholder PC agreement) and the agreement shall identify the physician who will provide the personal services. In the event that the Tenet entity desires for a physician to furnish services to more than one department of the Tenet entity, the Tenet entity shall obtain the advance approval of the Regional 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.

- b. The personal services agreement shall require that the physician contemporaneously record any medico-administrative or consulting services, or professional medical services furnished on an hourly basis, on a physician activity log. The personal services agreement shall require that any professional medical services paid on a per-procedure basis be documented by the physician contemporaneously on a per-procedure basis. This may take the form of (a) a monthly invoice that identifies each service by patient name or number, date of service and CPT code(s), or (b) individual Form 1500s. On-call agreements paid on a per-diem basis may be documented by reference to monthly panel schedules which are verified by the Tenet entity. Physician Governing Board members shall not be required to submit logs for Governing Board duties,


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but attendance may be verified by referencing the Governing Board minutes.

- c. If a Tenet entity proposes entering into a group agreement, the group practice shall furnish the Tenet entity with a written representation and warranty that (1) the compensation of each physician affiliated with the group including, without limitation, shareholders, members, partners, employees and independent contractors (a) will be commercially reasonable and consistent with fair market value; and (b) 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 hospital; and (2) that the group practice agrees to comply with all relevant claims submission and billing laws and regulations.


- d. The personal services agreement shall set forth with specificity all of the services to be furnished by the physician. The designated duties shall not include (1) advertising or marketing on behalf of the Tenet entity, (2) duties which the physician 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 physician is otherwise required to attend, such as regularly scheduled or mandatory medical staff or governing board meetings (unless the physician is also a Governing Board member and has signed a separate appointment letter), (3) continuing medical education (unless approved by the hospital’s Regional Counsel and Assistant General Counsel, (4) review of medical journals and periodicals, (5) any entertainment activities, (6) completing time logs, including, without limitation, activity logs, or (7) 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 in question.

- e. The term of the personal services agreement shall not exceed two years except with the prior approval of the Assistant General Counsel. Notwithstanding, personal services agreement for hospital based services (*e.g.*, radiology, pathology, anesthesiology and emergency department) shall not exceed five (5) years except with the prior approval of the Assistant General Counsel. The personal services agreement may contain an automatic month-to-month renewal provision for up to six (6) months provided the arrangement is on the same terms and conditions as the

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immediately preceding agreement but shall otherwise require affirmative renewal by mutual written agreement of the parties.

- f. The personal services agreement shall provide that, in the event the agreement is terminated during the first year of the term, then neither the Tenet entity and the physician, nor the Tenet entity and any affiliated group practice, shall enter into an arrangement for the same items and services for the remainder of the first year of the intended term of the agreement. Notwithstanding, if the agreement does not contain similar language and the agreement is terminated during the first year of the term, then neither the Tenet entity and the physician, nor the Tenet entity and any affiliated group practice, shall enter into an arrangement for the same items and services for the remainder of the first year of the intended term of the agreement.
- g. The personal services arrangement shall not be conditioned on the physician, or, in the event of a group agreement, the group practice or any physician affiliated with the group practice, (a) making referrals to the Tenet entity, (b) being in a position to make or influence referrals to the Tenet entity, or (c) otherwise generating business for the Tenet entity; provided, however, that the personal services agreement may require that the physician obtain and maintain active staff privileges at the Tenet entity if appropriate for the services in question.
- h. The remuneration paid by the Tenet entity to the physician and/or affiliated group practice under the personal services agreement shall be subject to reduction or forfeiture pursuant to the conditions described in Step 9.
- i. The remuneration paid by the Tenet entity to the physician and/or affiliated group practice 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, the Tenet entity by the physician or, in the event of a group agreement, by the group practice or any individual or entity affiliated with the group practice.
- j. No physician, 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 facility, (b) referring patients to or utilizing the services of any

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other hospital or facility, or (c) otherwise generating business for any other hospital or facility.

- k. The personal services agreement shall provide that remuneration shall not be paid by the Tenet entity to a physician, the physician's sole shareholder PC, and/or affiliated group practice (as appropriate) for a given payment period unless the physician furnishes adequate, contemporaneous documentation pursuant to Step 9 indicating that he or she fully discharged all designated duties during the payment period.
- l. Except for terminations permitted by the personal services agreement, or unless approved by Regional Counsel, the remuneration set forth in the personal services arrangement shall not be renegotiated, renewed, extended or amended after the personal services agreement is executed by the parties.
- m. The physician and any affiliated group practice shall agree to treat in a nondiscriminatory manner patients receiving medical benefits or assistance under any federal health care program.
- n. 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 Tenet entity.
- o. Notwithstanding the above, physician Governing Board members are not required to meet the requirements set forth above, except for requirement n, provided the physician Governing board member has executed the Governing Board appointment letter in the CAM.
- p. The personal services agreement will require the physician and the group practice, if applicable, to abide by Tenet's Compliance Program. Specifically, the physician and group will be required to have received, read, understood and abide by Tenet's [Standards 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 Anti-Kickback Statute and the Stark Law. A summary of Tenet's Compliance Program and a link to Tenet's policies and procedures shall be provided to the physician and group upon request. Further, the parties to the personal services agreement shall certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law. The physician and group,


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if applicable, shall complete any training required under Tenet's Compliance Program.

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


For each proposed personal services arrangement, the Tenet entity shall prepare all of the following documentation for submission with the CATS package into eCATS:

- a. A cover memorandum (Note: a sample cover memo is 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, and (i) in the case of professional medical services, why the services cannot or should not be billed directly to the patient or payor by the physician or affiliated group practice, or (ii) in the case of on-call agreements, a description of any mandatory call requirements in the medical staff bylaws or rules and regulations, and a description of the efforts made to secure the services on a voluntary basis;
 - (3) the physician's qualifications (and, for on-call or panel agreements, the basis for selecting members of the panel);
 - (4) for hourly services, the reasons why the number of hours required for the services is appropriate with attached supporting documentation;
 - (5) the means of calculating the fair market value of the remuneration;
 - (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 physician and/or any immediate family member of the physician, or (b) the Tenet entity and the group practice

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with which the physician is affiliated, or any other physician affiliated with such group practice;

- (8) a statement of whether any immediate family member of the physician has a financial arrangement with the Tenet entity;
 - (9) a statement of whether any immediate family member of the physician is currently in a position to generate patient referrals or other business for the Tenet entity, market the Tenet entity's services, or furnish items or services to the Tenet entity, and if the answer to any of these questions is "yes," the name(s) of the immediate family member(s) and a comprehensive description of the Tenet entity's relationships with the immediate family member, including copies of any agreements then in effect; and
 - (10) a statement that the proposed personal services agreement represents the entire agreement with respect to the personal services arrangement between the Tenet entity and the physician or group practice, as appropriate.
- b. A fully completed CATS signed by the Chief Executive Officer and Chief Financial Officer, setting forth the total dollar value (or, as applicable, the estimated maximum total dollar value) of the remuneration that may be furnished by the Tenet entity pursuant to the personal services agreement, and any other agreement, during the term;
 - c. A draft CAM agreement;
 - d. Copies of all internal and external correspondence (including e-mails, memos or other like materials) that have been generated in connection with the proposed personal services arrangement;
 - e. A copy of the physician's current curriculum vitae;
 - f. The results of an OIG/GSA and applicable state healthcare exclusion list search noting no exclusions, suspensions or debarments of the physician (in the case of an individual agreement), or of the physician and the group practice (in the case of a group agreement), from participation in any Federal health care program;

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- g. If furnishing professional medical services, a copy of the physician's current medical license;
- h. Any original source or other documentation required to support the statements included in the cover memorandum; and
- i. Any other information required by the Tenet entity's Regional Counsel or the Assistant General Counsel.


7. Step 7 Obtain Legal Review and Approval

No personal services agreement shall be executed until the hospital's Regional Counsel and, if applicable, Assistant General 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. If any one or more of the following apply, the Assistant General Counsel shall also be required to approve the CATS package prior to the execution of the proposed personal services agreement by the Tenet entity:

- a. The personal services arrangement proposes an hours requirement in excess of 25 hours per month (excluding on-call arrangements, or personal services arrangements for which federal or state law or regulation requires a greater number of hours per month);
- b. For hourly compensation, the remuneration set forth in the personal services agreement exceeds the hourly rate range set forth in Step 4; or
- c. In the case of an on-call or panel agreement, if the arrangement will not be offered to all qualified members of the medical staff on the same terms.

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 may execute the personal services agreement on behalf of the Tenet entity. The CEO shall notify the physician that he/she shall not perform any of the designated duties, and the Tenet entity shall not provide any remuneration 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

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of the personal services agreement, the CEO, or his designee, shall scan the executed agreement into the eCATS system.


9. Step 9 Documenting the Physician's Completion of Duties Prior to Payment

The physician shall be required to contemporaneously document his or her time spent performing his or her designated duties under the personal services agreement. Such documentation shall be submitted to the Tenet entity on a monthly basis, in the form of the activity log attached to the personal services agreement. The physician shall personally complete, sign and date his or her activity log. Professional medical services paid on a per-service basis may be documented by (a) a monthly invoice that identifies each service by patient name or number, date of service and CPT code(s), or (b) individual Form 1500s. On-call services paid on a per diem basis may be documented by the monthly call schedule as verified at month-end by the Tenet entity.

Only time that a physician spends on his or her designated duties under a personal services agreement shall be reimbursable, and all other time, including, but not limited to, time relating to the physician's private practice, shall not be reimbursable.

Except for on-call services paid on a per-diem basis, and personal medical services paid on a unit of service basis and invoiced to the Tenet entity, no Tenet entity shall furnish any remuneration to a physician for any given month unless and until:

- a. the physician legibly completes in all material respects the activity log applicable to such month;
- b. the physician signs, dates and submits the activity log applicable to a given month by the date set forth in the personal services agreement;
- c. the Department/Unit Director/Supervisor shall review and sign the logs for applicability of reported activities;
- d. the Hospital Compliance Officer shall review and sign the logs for completeness, legibility and overall compliance with the terms of the agreement; and
- e. the CEO and CFO each provide written certification in the form set forth on the log attached to the personal services agreement that (1) they have reviewed the activity log, (2) they are aware of no

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inaccuracies therein, (3) the activity log was submitted on a timely basis as described in this subsection, and (4) the hours documented therein satisfy the physician's obligation under the personal services agreement.

A physician'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.


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 physician provides fewer hours of personal services than the projected number of hours, then the physician or group practice (as appropriate) shall be compensated at the hourly rate for each hour of services actually provided as set forth in the personal services agreement.

The CFO is responsible for ensuring that payments are recorded in accordance with Tenet's accounting policies and are charged only to accounts designated for such arrangements.

B. Renewal/Amendment

Renewal or amendment of the agreement is permitted only through a full review of the entire arrangement through the CATS process as provided in Steps 6 and 7, except that when the parties seek only to extend the terms of an existing personal services agreement, without amendment, using the standard renewal form from the CAM, the Tenet entity need only submit in eCATS the following:

1. a memorandum (1) indicating that the parties seek only the extension (without amendment) of an existing personal services agreement and (2) detailing why the personal services arrangement is still needed and, if applicable, whether/why the personal services arrangement necessitates the same number of duty hours (e.g., if a consultant is retained to assist the Tenet entity in a particular project in year one, the Tenet entity must indicate why the same type and intensity of work will be required of the consultant in year two);
2. a draft CAM renewal letter;
3. copies of all internal and external correspondence (including, but not limited to, e-mails, memos or other file materials) that have been

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generated in connection with renewal of the personal services arrangement;

4. the results of a new OIG/GSA and applicable state healthcare exclusion list search noting no exclusions, suspensions or debarments of the physician (in the case of an individual agreement), or of the physician and the group practice (in the case of a group agreement), from participation in any federal health care program; and
5. any other information required by the Tenet entity's Regional Counsel or the Assistant General Counsel.

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](#).

D. Responsible Person

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

F. Auditing and Monitoring


Tenet Audit Services will audit compliance with this policy as part of its routine audits.

G. 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.

V. 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).

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- Definition of Immediate Family Member, 42 C.F.R. § 411.351.
- 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).
- [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 \[Direct Pay\]](#)
- [Administrative Policy AD 1.11, Records Management](#)
- [Tenet Standards of Conduct](#)