I. SCOPE:

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

II. PURPOSE:


III. POLICY:

As provided in this policy, a Tenet Entity may enter into arrangements which do not fully comply with the Identified Policies during the Exception Period, provided that the arrangement is intended to meet an urgent operational need related to COVID-19, the Tenet Entity determines that compliance with policy will impair its ability to meet the identified operational need, and the deviation from policy is approved in writing by an Assistant General Counsel based upon finding that the arrangement is not conditioned on intended to induce any person to refer to or otherwise generate business for a Tenet Entity or the Tenet Entity to refer to otherwise generate business for any other person.

IV. PROCEDURE:

A. If approved as an exception pursuant to this policy, the following provisions of the Identified Policies may be excused.

   i. The requirement of a writing signed by both parties may be waived for charitable donations or the lending or borrowing of equipment or supplies,

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1 “Assistant General Counsel” means the Assistant General Counsel or other attorney in the Tenet Law Department who oversees the Operations Counsel for the Tenet Entity or, for each of USPI or Conifer, its General Counsel. Throughout this policy, the Assistant General Counsel approval can also be accomplished by Tenet’s General Counsel.
provided that the terms of the arrangement are established in writing from one party prior to the arrangement.

ii. A Tenet Entity may accept donations without providing advance written notice to the donor that it is a for-profit entity.

iii. Tenet Entities may provide reasonable food, beverages and break room access to ambulance and EMS personnel and may offer restocking to ambulances which do not meet the policy definition of emergency ambulance.

iv. On-call schedules may be established by individuals other than those specified in Job Aid to Law Department Policy L-5, call may be provided by physicians on a basis other than equal rotation and a Tenet Entity may assume responsibility for reassigning call if the on-call physician is unavailable.

v. The term of an arrangement or of specific terms related to COVID-19 may be less than 12 months.

vi. Fair market value for a new or renewal arrangement may be determined and supported by a manner deemed reasonable by the Assistant General Counsel.

vii. Compensation for items or services may not be required to be set in advance, provided that the parties agree that compensation shall be paid at a rate determined to be consistent with fair market value, which may include agreement upon a methodology to determine fair market value compensation.

viii. Post-discharge assistance may be provided in excess of one time per beneficiary as wanted to expedite a safe discharge to facilitate care of other patients by a Tenet hospital or to minimize risk of infection for the beneficiary or may extend beyond the support set forth in Law Department Policy L-6.

ix. Post-discharge complimentary local transportation may be provided to any patient as needed at discharge.

x. To the extent that demonstration of financial need is required by an Identified Policy, the facility shall be required to make reasonable efforts under the circumstances to establish evidence of need.
xi. Advance approval in Tenet’s VQP program of a vendor providing necessary items or services.

xii. Any other provision of an Identified Policy which the Assistant General Counsel determines requires a waiver to meet a critical operational need and does not violate the Anti-Kickback Statute.

B. Unless a Stark Law waiver is authorized by appropriate federal authorities, arrangements entered into in reliance upon this Policy that do not comply with the Stark Law shall require a bill hold for any physician party to the arrangement.

C. This Policy is intended to permit additional exceptions unique to COVID-19 emergency and the Exception Period. Exception provisions set forth in the Identified Policies remain effective and are not affected by this Policy.

D. Notwithstanding any other provision of this policy, all arrangements shall be approved in accordance with Law Department Policy L-15 “Electronic Contract Approval Term Sheet (eCATS), including exigent circumstances approvals.

   i. All exception approvals shall be entered into the eCATS package for the arrangement.

E. Responsible Person

   The Tenet Entity CEO is responsible for ensuring that all individuals adhere to the requirements of this policy, that these procedures are implemented and followed at the Tenet Entity.

F. Auditing and Monitoring

   Audit Services will audit adherence to this policy.

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.