

**CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
TENET HEALTHCARE CORPORATION**

I. INTRODUCTION AND RELEASE

Tenet Healthcare Corporation, together with its subsidiaries, affiliates, hospitals, and other health care facilities, hereby enters into this Corporate Integrity Agreement (CIA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). For the purposes of this CIA, “Tenet” shall mean the following: (1) Tenet Healthcare Corporation and its wholly-owned subsidiaries and affiliates; (2) any other corporation, limited liability company, partnership, or any other legal entity or organization in which Tenet Healthcare Corporation or a wholly-owned subsidiary or affiliate owns a direct or indirect equity interest of 50% or more; and (3) any hospital or other health care facility in which Tenet Healthcare Corporation or a wholly-owned subsidiary or affiliate either manages or controls the day-to-day operations of the facility.

Tenet and the United States entered into a Settlement Agreement dated June 28, 2006 (Settlement Agreement) in which certain Tenet Entities, as defined in the Settlement Agreement, agreed to pay the United States \$900 million, plus applicable interest, in exchange for a release from liability under the False Claims Act, and other civil and administrative authorities, for specified conduct detailed in Paragraph E of the Settlement Agreement (hereinafter referred to as the “Covered Conduct”). In the Settlement Agreement, the United States alleged that it had certain administrative claims against the Tenet Entities for the Covered Conduct and OIG expressly reserved all rights to institute, direct, or to maintain any administrative action seeking exclusion against the Tenet Entities, and/or its officers, directors, and employees from Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion), or 42 U.S.C. § 1320a-7(b) (permissive exclusion).

In consideration of the obligations of Tenet set forth in the Settlement Agreement and this CIA, conditioned upon the Tenet Entities’ full payment of the Settlement Amount under Paragraph III.1 of the Settlement Agreement, and subject to Paragraph III.18 of the Settlement Agreement (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of the Settlement Agreement or any payment under

the Settlement Agreement), OIG agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against the Tenet Entities under 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph III.11 of the Settlement Agreement and as reserved in this Section. OIG expressly reserves all rights to comply with any statutory obligations to exclude the Tenet Entities, and/or its officers, directors, and employees from Medicare, Medicaid, or other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Section precludes OIG from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.11 of the Settlement Agreement.

II. TERM AND SCOPE OF THE CIA

A. The period of the compliance obligations assumed by Tenet under this CIA shall be five years from the effective date of this CIA, unless otherwise specified. The effective date shall be the date on which the final signatory of this CIA executes this CIA (Effective Date). Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a "Reporting Period."

B. Sections VII, VIII, IX, X, and XI shall expire no later than 120 days after OIG's receipt of: (1) Tenet's final annual report; or (2) any additional materials submitted by Tenet pursuant to OIG's request, whichever is later.

C. The scope of this CIA shall be governed by the following definitions:

1. "Covered Persons" includes:
 - a. all natural persons who are owners (other than shareholders who: (i) have an ownership interest of less than 5%; and (ii) acquired the ownership interest through public trading), officers, directors, and employees of Tenet;
 - b. all contractors, subcontractors, agents, and other persons who provide patient care items or services or who perform billing or coding functions on behalf of Tenet, excluding vendors whose sole connection with Tenet is selling or otherwise providing medical supplies or equipment to Tenet; and

c. physicians with active medical staff privileges at any Tenet hospital.

Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours per year, except that any such individuals shall become "Covered Persons" at the point when they work more than 160 hours during the calendar year.

2. "Billing and Reimbursement Covered Persons" includes all Covered Persons involved, directly or in a supervisory role, in the preparation or submission of claims for reimbursement from, or cost reports to, any Federal health care program.
3. "Arrangements Covered Persons" includes all Covered Persons involved in the negotiation, preparation, review, approval, maintenance, and approval for payment of all Arrangements as defined below on behalf of Tenet.
4. "Clinical Quality Covered Persons" includes all Covered Persons involved in the delivery of patient care items or services at Tenet hospitals or involved in the monitoring of clinical quality at Tenet hospitals.
5. "Relevant Covered Persons" means all Billing and Reimbursement Covered Persons, Arrangements Covered Persons, and Clinical Quality Covered Persons.
6. "Excepted Physician" means any physician who has active medical staff privileges at any Tenet hospital but who is not (a) employed by Tenet; (b) a medical director at a Tenet hospital or health care facility; or (c) a member of the governing board at a Tenet hospital or health care facility.
7. "Arrangements" shall mean every arrangement or transaction that:
 - a. involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value; and is between Tenet and any actual or

potential source of health care business or referrals to Tenet or any actual or potential recipient of health care business or referrals from Tenet. The term “source” shall mean any physician, contractor, vendor, or agent and the term “health care business or referrals” shall mean referring, recommending, arranging for, ordering, leasing, or purchasing of any good, facility, item, or service for which payment may be made in whole or in part by a Federal health care program; or

b. is between Tenet and a physician (or a physician’s immediate family member (as defined at 42 C.F.R. § 411.351)) who makes a referral (as defined at 42 U.S.C. § 1395nn(h)(5)) to Tenet for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)).

8. “Focus Arrangements” means every Arrangement that:

a. involves, directly or indirectly, the offer or payment of anything of value and are between Tenet and any actual source of health care business or referrals to Tenet; or

b. is between Tenet and a physician (or a physician’s immediate family member (as defined at 42 C.F.R. § 411.351)) who makes a referral (as defined at 42 U.S.C. § 1395nn(h)(5)) to Tenet for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)).

Provided, however, that any Arrangement that satisfies the requirements of 42 C.F.R. § 411.356 (ownership of investment interests), 42 C.F.R. § 411.357(g) (remuneration unrelated to the provision of designated health services), 42 C.F.R. § 411.357(i) (payments by a physician for items and services), 42 C.F.R. § 411.357 (m) (medical staff incidental benefits), 42 C.F.R. § 411.357(o) (compliance training), 42 C.F.R. § 411.357(q) (referral services), 42 C.F.R. § 411.357(s) (professional courtesy), 42 C.F.R. § 411.357(u) (community-wide health information systems), or any exception to the prohibitions of 42 U.S.C. § 1395nn enacted following the Effective Date that does not require a written agreement shall not be considered a Focus Arrangement for the purposes of the CIA.

III. CORPORATE INTEGRITY OBLIGATIONS

Tenet shall establish and maintain a Compliance Program that includes the following elements:

A. Compliance Management and Oversight.

1. *Chief Compliance Officer.* Tenet has appointed, and shall maintain during the term of the CIA, an individual to serve as its Chief Compliance Officer. The Chief Compliance Officer has primary responsibility for ensuring the effective operation of the Compliance Program and shall be responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements at Tenet. The Chief Compliance Officer shall be a member of senior management of Tenet, shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of Tenet, and shall be authorized to report on such matters to the Board of Directors at any time. The Chief Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by Tenet as well as for any reporting obligations created under this CIA. The Chief Compliance Officer shall not be, or be subordinate to, Tenet's General Counsel or Chief Financial Officer. Tenet shall report to OIG, in writing, any changes in the identity or position description of the Chief Compliance Officer, or any actions or changes that would affect the Chief Compliance Officer's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

2. *Regional and Hospital Compliance Officers.* Tenet has appointed, and shall maintain during the term of the CIA, individuals to serve as Regional Compliance Officers for Tenet's regional offices and Hospital Compliance Officers for each Tenet hospital. The Regional Compliance Officer shall be responsible for implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements for the applicable regional office, and shall monitor the day-to-day compliance activities of the applicable regional office. The Hospital Compliance Officer shall be responsible for implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements for the applicable hospital, and shall monitor the day-to-day compliance activities of the applicable hospital. The Regional Compliance Officers shall be members of the Ethics and Compliance Department, and shall be independent from Tenet's Legal Department. The Hospital Compliance Officers shall report to the Regional Compliance Officers for ethics and

compliance purposes, and shall be independent from Tenet's Legal Department. Tenet shall report to OIG, in writing, any changes in the identity or position description of any Regional or Hospital Compliance Officers, or any actions or changes that would affect any Regional or Hospital Compliance Officer's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

3. *Ethics and Compliance Department.* Tenet has created, and shall maintain during the term of the CIA, an Ethics and Compliance Department comprised of senior officers, corporate compliance staff, Regional Compliance Officers, and Hospital Compliance Officers. The Ethics and Compliance Department shall be responsible for implementing policies, procedures, and practices designed to ensure privacy and security of protected health information, compliance audits (including coding audits), reporting and monitoring of compliance issues on the Compliance Issue Tracking System and the Master Action Plan, policies and training, and the Disclosure Program described in Section III.E of the CIA. The Ethics and Compliance Department shall be independent from Tenet's Legal Department. Tenet shall continue to provide, at a minimum, the same level of resources currently provided to the Ethics and Compliance Department (commensurate with the size of Tenet) throughout the term of the CIA. Tenet shall report to OIG, in writing, any actions or changes that would affect the Ethics and Compliance Department's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

4. *Clinical Quality Department.* Tenet has established, and shall maintain during the term of the CIA, a Clinical Quality Department comprised of a Chief Medical Officer, senior officers, and other clinical quality staff. The Clinical Quality Department is responsible for monitoring clinical quality at Tenet hospitals, including the "Commitment to Quality" Program, Comprehensive Clinical Audits, physician credentialing, privileging, and peer review programs, evidence-based medicine programs, standards of clinical excellence, utilization management and review, and quality metrics on the balanced scorecard and other performance standards. Tenet shall continue to provide, at a minimum, the same level of resources currently provided to the Clinical Quality Department (commensurate with the size of Tenet) throughout the term of the CIA. Tenet shall report to OIG, in writing, any actions or changes that would affect the Clinical Quality Department's ability to perform the duties necessary to meet the obligations of the CIA, within 15 days after such a change.

5. *Corporate Compliance Committee.* Tenet has established, and shall maintain during the term of the CIA, a Compliance and Ethics Committee (Corporate Compliance Committee). The Tenet Compliance Committee shall, at a minimum, include

the Chief Compliance Officer and other members of senior corporate management necessary to meet the requirements of this CIA (e.g., senior executives of relevant departments, such as billing, clinical, human resources, audit, and operations). The Chief Compliance Officer shall chair the Corporate Compliance Committee and the Corporate Compliance Committee shall support the Chief Compliance Officer in fulfilling his/her responsibilities (e.g., shall assist in the analysis of the organization's risk areas and shall oversee monitoring of internal and external audits and investigations). Tenet shall report to OIG, in writing, any changes in the composition of the Corporate Compliance Committee, or any actions or changes that would affect the Corporate Compliance Committee's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

6. *Regional and Hospital Compliance Committees.* In addition, Tenet has established, and shall maintain during the term of the CIA, regional compliance committees for Tenet's regional offices (Regional Compliance Committees) and hospital compliance committees at each Tenet hospital (Hospital Compliance Committees). The Regional and Hospital Compliance Committees shall include appropriate personnel from the Ethics and Compliance Department (e.g., applicable Regional Compliance Officer, applicable Hospital Compliance Officer, and other compliance personnel where appropriate) and other members of senior management at Tenet's regional offices and Tenet hospitals necessary to meet the requirements of this CIA (e.g., senior executives of relevant departments, such as billing, clinical, human resources, audit, and operations). The Regional and Hospital Compliance Committees shall support the Regional and Hospital Compliance Officers in fulfilling their responsibilities (e.g., shall assist in the analysis of the organization's risk areas and shall oversee monitoring of internal and external audits and investigations). Tenet shall report to OIG, in writing, any actions or changes that would affect any Regional or Hospital Compliance Committee's ability to perform the duties necessary to meet the obligations of the CIA, within 15 days after such a change.

7. *Quality, Compliance, and Ethics Committee of the Board of Directors.* Tenet's Board of Directors currently has, and shall maintain during the term of the CIA, a Quality, Compliance, and Ethics Committee comprised of independent directors of Tenet (hereinafter "Board Committee"). The Board Committee is responsible for the review and oversight of matters related to compliance with the requirements of Federal health care programs and the obligations of this CIA. The Board Committee shall, at a minimum, be responsible for the following:

- a. The Board Committee shall meet at least quarterly and shall review and oversee Tenet's Compliance Program, including but not limited to the performance of the Chief Compliance Officer, Regional and Hospital Compliance Officers, the Ethics and Compliance Department, the Clinical Quality Department, the Corporate Compliance Committee, and Regional and Hospital Compliance Committees.
- b. The Board Committee shall arrange for the performance of a review on the effectiveness of Tenet's Compliance Program (Compliance Program Review) for each Reporting Period of the CIA and shall review the results of the Compliance Program Review as part of the review and assessment of Tenet's Compliance Program. A copy of the Compliance Program Review Report shall be provided to OIG in each Annual Report submitted by Tenet.
- c. The Board Committee shall retain an independent individual or entity with expertise in compliance with the Federal health care program requirements (Compliance Expert). The Compliance Expert shall assist the Board Committee by creating a work plan for the Compliance Program Review, overseeing the performance of the Compliance Program Review, and supporting the Board Committee's responsibilities for reviewing and assessing Tenet's Compliance Program.
- d. For each Reporting Period of the CIA, the Board Committee shall adopt a resolution, signed by each individual member of the Board Committee, summarizing its review and oversight of Tenet's compliance with the requirements of Federal health care programs and the obligations of this CIA.

At a minimum, the resolution shall include the following language:

"The Quality, Compliance, and Ethics Committee of the Board of Directors has made reasonable and due inquiry into the operations of Tenet's Compliance Program, including the performance of the Chief Compliance Officer, Regional and Hospital Compliance Officers, the Ethics and Compliance Department, the Clinical Quality Department, the Corporate Compliance Committee, and

Regional and Hospital Compliance Committees. In addition, the Quality, Compliance, and Ethics Committee has retained an independent expert in compliance with the Federal health care program requirements to support the Committee's responsibilities. The Quality, Compliance, and Ethics Committee has also arranged for the performance and reviewed the results of the Compliance Program Review. Based on all of these steps, the Committee has concluded that, to the best of its knowledge, Tenet has implemented an effective Compliance Program to meet the requirements of the Federal health care programs and the obligations of the CIA."

If the Board Committee is unable to provide such a conclusion in the resolution, the Board shall include in the resolution a written explanation of the reasons why it is unable to provide the conclusion and the steps it is taking to implement an effective Compliance Program at Tenet.

Tenet shall report to OIG, in writing, any changes in the composition of the Board Committee, or any actions or changes that would affect the Board Committee's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

B. Written Standards.

1. *Code of Conduct.* Tenet has developed, implemented, and distributed a written Code of Conduct to all Covered Persons. During the term of the CIA, Tenet shall maintain the Code of Conduct and make the promotion of, and adherence to, the Code of Conduct an element in evaluating the performance of all employees. The Code of Conduct shall, at a minimum, set forth:

- a. Tenet's commitment to full compliance with all Federal health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements;
- b. Tenet's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with Tenet's own Policies and Procedures as implemented pursuant to Section III.B (including the requirements of this CIA);

- c. the requirement that all of Tenet's Covered Persons shall be expected to report to the Chief Compliance Officer, or other appropriate individual designated by Tenet, suspected violations of any Federal health care program requirements or of Tenet's own Policies and Procedures;
- d. the possible consequences to both Tenet and Covered Persons of failure to comply with Federal health care program requirements and with Tenet's own Policies and Procedures and the failure to report such noncompliance; and
- e. the right of all individuals to use the Disclosure Program described in Section III.E, and Tenet's commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Within 120 days after the Effective Date, each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by Tenet's Code of Conduct. New Covered Persons shall receive the Code of Conduct and shall complete the required certification within 30 days after becoming a Covered Person or within 120 days after the Effective Date, whichever is later. Notwithstanding any provision in this section, Tenet shall use best efforts to obtain written certifications from Excepted Physicians and shall keep records of the percentage of Excepted Physicians who have completed the certification.

Tenet shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions based on such review. Any revised Code of Conduct shall be distributed within 30 days after any revisions are finalized. Each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by the revised Code of Conduct within 30 days after the distribution of the revised Code of Conduct.

2. Policies and Procedures. Within 120 days after the Effective Date, Tenet shall implement written Policies and Procedures regarding Tenet's operations and its compliance with Federal health care program requirements. At a minimum, the Policies and Procedures shall address the following subject areas:

a. Billing and Reimbursement. These policies and procedures shall be designed to ensure that Tenet complies with the Federal health care programs requirements on billing and reimbursement, and shall include the following:

(i) ensuring the proper and accurate preparation and submission of claims to Federal health care programs;

(ii) ensuring the proper and accurate documentation of medical records;

(iii) ensuring the proper and accurate submission of cost reports submitted to the Federal health care programs;

(iv) conducting periodic billing and coding reviews and audits at Tenet hospitals;

(v) Ensuring that each Tenet hospital has an established charge structure which is applied uniformly to each patient as services are furnished to the patient and which is reasonably and consistently related to the cost of providing services (consistent with the Provider Reimbursement Manual);

(vi) monitoring all changes to the chargemasters at Tenet hospitals to ensure review and approval by appropriate Tenet personnel; and

(vii) reporting and repayment of all identified Overpayments to Federal health care programs and other payors.

b. Compliance with the Anti-Kickback Statute and Stark Law. These policies and procedures shall be designed to ensure that each existing and new or renewed Arrangement does not violate the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), and/or the Physician Self-Referral Law (“Stark Law”), 42 U.S.C. § 1395nn, or the regulations, directives, and guidance related to these statutes, and shall include the following:

(i) creating and maintaining a database of all existing and new or renewed Focus Arrangements that shall contain the information

specified in Attachment 1 (Focus Arrangements Database);

(ii) tracking remuneration to and from all parties to each Focus Arrangement;

(iii) tracking service and activity logs to ensure that parties to the Focus Arrangement are performing the services required under the applicable Focus Arrangement(s);

(iv) monitoring the use of leased space, medical supplies, medical devices, equipment, or other patient care items to ensure that such use is consistent with the terms of the applicable Focus Arrangement(s);

(v) establishing and implementing a written review and approval process for all Arrangements, including but not limited to a legal review of Focus Arrangements by counsel with expertise in the Anti-Kickback Statute and Stark Law and appropriate documentation of all internal controls, the purpose of which is to ensure that all new and existing or renewed Arrangements do not violate the Anti-Kickback Statute or Stark Law;

(vi) requiring the Chief Compliance Officer, or appropriate designee, to review the Focus Arrangements Database, internal review and approval process, and other Arrangements Procedures on at least a quarterly basis and to provide a report on the results of such review to the Board Committee;

(vii) implementing effective responses when suspected violations of the Anti-Kickback Statute and Stark Law are discovered, including disclosing Reportable Events and quantifying and repaying Overpayments pursuant to Section III.H (Reporting) when appropriate.

(viii) ensuring that each Focus Arrangement is set forth in writing and signed by Tenet and the other parties to the Focus Arrangement; provided that Focus Arrangements constituting non-contractual transactions subject to 42 C.F.R. § 411.357(k)

are not required to be in writing but are required to be tracked in the Focus Arrangements Database.

(ix) including in each written agreement reflecting a Focus Arrangement a requirement that all individuals who meet the definition of Covered Persons shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Anti-Kickback Statute and the Stark Law; and

(x) including in each written agreement a certification by the parties to the Focus Arrangement that the parties shall not violate the Anti-Kickback Statute and the Stark Law.

c. Clinical Quality. These policies and procedures shall be designed to promote the delivery of patient care items or services at Tenet hospitals that meet professionally recognized standards of health care and are reasonable and appropriate to the needs of Federal health care program beneficiaries. These policies and procedures shall include the following:

(i) ensuring the appropriate documentation of medical records;

(ii) measuring, analyzing, and tracking quality indicators, including adverse patient events, and other aspects of performance that relate to processes of care, hospital services, and operations;

(iii) incorporating quality indicator data, including patient care data and other relevant data to monitor the effectiveness and safety of services and quality of care and to identify opportunities for improvement and changes that will lead to improvement;

(iv) setting priorities for performance improvement activities that (1) focus on high risk, high-volume, or problem-prone areas; (2) consider the incidence, prevalence, and severity of problems in those areas; and (3) affect health outcomes, patient safety, and quality of care;

- (v) tracking medical errors and adverse patient events, analyzing their causes, and implementing preventive actions and mechanism that include feedback and learning throughout Tenet;
 - (vi) conducting quality assessment and performance improvement projects, including periodic clinical quality audits of Tenet hospitals;
 - (vii) collecting and reporting quality assessment and performance improvement data to relevant data registries;
 - (viii) periodically reporting quality assessment and performance improvement data to the Board Committee;
 - (ix) collecting, verifying, and assessing current licensure, education, relevant training, experience, ability and current competence to perform requested privileges;
 - (x) monitoring practitioners with current privileges by the review of clinical practice patterns, ongoing case review, proctoring, and discussion with other individuals involved in the care of patients;
 - (xi) implementing and monitoring medical staff peer review in all Tenet hospitals;
 - (xii) incorporating clinical quality metrics on the balanced scorecard for senior management; and
 - (xiii) implementing effective responses when clinical quality problems are discovered.
- d. Performance Standards and Incentives. These policies and procedures shall address performance standards for Tenet corporate management. These policies and procedures shall include the following:
- (i) clinical quality measures;
 - (ii) compliance program effectiveness measures; and

(iii) compensation and incentive awards directly linked to clinical quality measures and compliance program effectiveness measures.

Within 120 days after the Effective Date, the relevant portions of the Policies and Procedures shall be distributed to all Covered Persons whose job functions relate to those Policies and Procedures. Appropriate and knowledgeable staff shall be available to explain the Policies and Procedures.

At least annually (and more frequently, if appropriate), Tenet shall assess and update, as necessary, the Policies and Procedures. Within 30 days after the effective date of any revisions, the relevant portions of any such revised Policies and Procedures shall be distributed to all Covered Persons whose job functions relate to those Policies and Procedures.

C. Training and Education.

1. *General Training.* Within 120 days after the Effective Date, Tenet shall provide at least two hours of General Training to each Covered Person. This training, at a minimum, shall explain Tenet's:

- a. CIA requirements; and
- b. Tenet's Compliance Program (including the Code of Conduct and the Policies and Procedures as they pertain to general compliance issues).

New Covered Persons shall receive the General Training described above within 30 days after becoming a Covered Person or within 120 days after the Effective Date, whichever is later. After receiving the initial General Training described above, each Covered Person shall receive at least one hour of General Training in each subsequent Reporting Period.

If, pursuant to Tenet's Compliance Program, Tenet has provided training to Covered Persons that satisfies the requirements set forth above in Section III.C.1 within 60 days prior to the Effective Date, OIG will credit that training for purposes of satisfying Tenet's General Training obligations for the first Reporting Period of this CIA.

2. *Specific Training.* Each Relevant Covered Person shall receive Specific Training under the following training modules in addition to the General Training required above in a manner relevant to the individual's job responsibilities as follows:

a. Billing and Reimbursement Training. Within 120 days after the Effective Date, each Billing and Reimbursement Covered Person shall receive at least four hours of Billing and Reimbursement Training that covers the following topics:

(i) the Federal health care program requirements regarding the accurate preparation and submission of claims and cost reports;

(ii) policies, procedures, and other requirements applicable to the documentation of medical records;

(iii) the personal obligation of each individual involved in the claims submission process and/or preparation of cost reports to ensure that such claims and cost reports are accurate;

(iv) applicable reimbursement statutes, regulations, and program requirements and directives;

(v) the legal sanctions for violations of the Federal health care program requirements;

(vi) examples of proper and improper claims submission and cost reporting practices;

(vii) policies and procedures for the reporting and repayment of Overpayments to Federal health care programs and other payors; and

(viii) policies and procedures on setting or modifying charges on hospital chargemasters, including the requirement that each Tenet hospital has an established charge structure which is applied uniformly to each patient as services are furnished to the patient and which is reasonably and consistently related to the cost of providing services (consistent with the Provider Reimbursement Manual).

b. Arrangements Training. Within 120 days after the Effective Date, each Arrangements Covered Person shall receive at least four hours of Arrangements Training that covers the following topics:

(i) Anti-Kickback Statute and Stark Law, and the regulations and other guidance documents related to these statutes, and business or financial arrangements or contracts that may violate the Anti-Kickback Statute or the Stark Law;

(ii) Arrangements that potentially implicate the Anti-Kickback Statute or the Stark Law, as well as the regulations and other guidance documents related to these statutes;

(iii) Tenet's policies, procedures, and other requirements relating to Arrangements, including but not limited to the Focus Arrangements Database, the internal review and approval process, and the tracking of remuneration to and from sources of health care business or referrals required by Section III.B.2.b of the CIA;

(iv) the personal obligation of each individual involved in the development, approval, management, or review of Tenet's Arrangements to know the applicable legal requirements and Tenet's Arrangements Policies and Procedures;

(v) the legal sanctions under the Anti-Kickback Statute, the Stark Law, and other applicable statutes and regulations; and

(vi) examples of violations of the Anti-Kickback Statute, the Stark Law, and other applicable statutes and regulations.

c. Clinical Quality Training. Within 120 days after the Effective Date, each Clinical Quality Covered Person shall receive at least three hours of Clinical Quality Training that covers the following topics:

(i) Tenet's policies, procedures, and other requirements relating to clinical quality, including but not limited to the "Commitment to Quality" Program, Comprehensive Clinical Audits, physician

credentialing, privileging, and peer review programs, evidence-based medicine programs, standards of clinical excellence, utilization management and review, clinical quality measures, and the other requirements under Sections III.B.2.c and III.B.2.d;

(ii) the personal obligation of each individual involved in the delivery of patient care items or services at Tenet hospitals or involved in the monitoring of clinical quality at Tenet hospitals to know the applicable legal requirements and Tenet's Clinical Quality Policies and Procedures;

(iii) the legal sanctions for violating the Federal health care program requirements; and

(iv) examples of proper and improper patient care at Tenet hospitals.

New Relevant Covered Persons shall receive this training within 30 days after the beginning of their employment or becoming Relevant Covered Persons, or within 120 days after the Effective Date, whichever is later. A Tenet employee who has completed the Specific Training shall review a new Relevant Covered Person's work, to the extent that the work relates to the delivery of patient care items or services and/or the preparation or submission of claims for reimbursement from any Federal health care program, until such time as the new Relevant Covered Person completes his or her Specific Training.

After receiving the initial Specific Training described in this Section, each Relevant Covered Person shall receive at least two hours of Specific Training in each subsequent Reporting Period.

If, pursuant to Tenet's Compliance Program, Tenet has provided training to applicable Covered Persons that satisfies the requirements set forth above in Section III.C.2 within 60 days prior to the Effective Date, OIG will credit that training for purposes of satisfying Tenet's Specific Training obligations for the first Reporting Period of this CIA.

3. *Certification.* Each individual who is required to attend training shall certify, in writing or in electronic form, if applicable, that he or she has received the required training. The certification shall specify the type of training received and the date

received. The Compliance Officer (or designee) shall retain the certifications, along with all course materials. These shall be made available to OIG, upon request.

4. *Qualifications of Trainer.* Persons providing the training shall be knowledgeable about the subject area.

5. *Update of Training.* Tenet shall review the training annually, and, where appropriate, update the training to reflect changes in Federal health care program requirements, any issues discovered during audits or reviews, and any other relevant information.

6. *Computer-based Training.* Tenet may provide the training required under this CIA through appropriate computer-based training approaches. If Tenet chooses to provide computer-based training, it shall make available appropriately qualified and knowledgeable staff or trainers to answer questions or provide additional information to the individuals receiving such training.

7. *Excepted Physicians.* Notwithstanding any other provision of this Section III.C, Tenet shall: (a) make the General and Specific Training available to Excepted Physicians; (b) use its best efforts to encourage the attendance and participation of Excepted Physicians in the General and Specific Training; and (c) maintain records of the percentage of all Excepted Physicians who attend such training.

8. *Covered Contractors.* To the extent that Tenet engages contractors who are Covered Persons (Covered Contractors), Tenet may comply with the Specific Training requirements under Section III.C.2 with respect to the Covered Contractor by obtaining, and providing to OIG upon request, a certification from each Covered Contractor that the Covered Contractor: (a) presently has a program designed to ensure compliance with all Federal health care program requirements; and (b) has received training equivalent to the Specific Training required under Section III.C and in a manner relevant to the Covered Contractor's responsibilities.

D. Review Procedures.

1. *Type of Reviews.* The following reviews shall be performed by an entity (or entities), such as an accounting, auditing, or consulting firm (hereinafter "Independent Review Organization" or "IRO"), to be engaged by Tenet during the term of the CIA: (a) Outlier Payments Review; (b) DRG Claims Review; (c) Unallowable Costs Review; (d) Focus Arrangements Review; and (e) Clinical Quality Systems Review

