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|  <p>Hilo Medical Center <i>We Care for Our Community</i></p> <p>Policy and Procedure</p> | Subject / Title: | Policy No.: 850-101-30 |
| | <p>PHYSICIAN SERVICES ARRANGEMENTS</p> | Origination Date: 8/07 |
| | | Last Revision Date: |
| | | Last Review Date: 3/09 |
| | | By: <u>Stephen Palmore</u> , <u>Regional Compliance Officer</u> Name and Title |
| Department: | Plan for revision <input type="checkbox"/> yes <input type="checkbox"/> no | |
| COMPLIANCE | Supersedes Policy: | |
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- I. PURPOSE:** To establish standard procedures for requesting, drafting, reviewing and approving physician service arrangements for which the contractor is or may be a potential source of health care business or referrals to or from the Hilo Medical Center (HMC).
- II. DEFINITION:**
- A. Physician service arrangements include new and renewed non-employee physician service arrangements executed after the effective date of the Corporate Integrity Agreement (CIA) dated July 27, 2007 between Hilo Medical Center and the Office of Inspector General (OIG) of the Department of Health and Human Services. Physician service arrangements include contracts with a physician or a group practice.
- B. Arrangements shall mean every arrangement or transaction that:
1. Involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value; and is between HMC and any actual or potential source of health care business or referrals to HMC or any actual or potential recipient of health care business or referrals from HMC. The term “source” shall mean any physician, contractor, vendor, or agent and the term “health care business or referrals” shall be read to include 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
 2. Is between HMC 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 HMC for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)).
 - a. A physician’s immediate family member includes a husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law;

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grandparent or grandchild; and spouse of a grandparent or grandchild (42 C.F.R. § 411.351).

- b. Referrals are defined as the request by a physician for the item or service, including the request by a physician for a consultation with another physician (and any test or procedure ordered by, or to be performed by (or under the supervision of) that other physician) or the request or establishment of a plan of care by a physician which includes the provision of the designated health service (42 U.S.C. § 1395nn(h)(5)).
- c. Designated health services include: clinical laboratory services; physical therapy services; occupational therapy services; radiology services (including magnetic resonance imaging, computerized axial tomography scans, ultrasound services, and nuclear medicine and supplies); radiation therapy services and supplies (including nuclear medicine and supplies); durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics, and prosthetic devices and supplies; home health services; outpatient prescription drugs and inpatient and outpatient hospital services (42 U.S.C. § 1395nn(h)(6)).

III. POLICY:

- A. HMC shall ensure that physician service arrangements comply with state and federal rules and regulations including the Anti-Kickback Statute and the Stark Law.
- B. Physician service arrangements will be documented in writing, signed by all parties to the arrangement and will include the following terms:
 - 1. A specific and comprehensive description of the services to be performed by the physician. The services must be reasonable and necessary for the legitimate business purposes of the arrangement.
 - 2. The physician compensation, which will be reasonable and set in advance, consistent with FMV and will not take into account the volume or value of any referrals or other business generated by any party.
 - 3. The term of the physician arrangement must be at least one year. If the physician service arrangement is terminated with or without cause, the parties may not enter into the same or substantially the same arrangement during the first year of the original term of the arrangement.

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4. A requirement that the parties to the arrangement comply with the HMC compliance program and any state and federal rules and regulations including the Anti-Kickback Statute and the Stark Law.
- C. HMC shall ensure that the aggregate services contracted for do not exceed those which are reasonably necessary to accomplish the commercially reasonable business purpose of the services.
- D. HMC shall ensure the storage and maintenance of all physician service arrangements and any supporting documentation.

IV. PROCEDURE:

- A. If the physician service arrangement is for an HMC medical directorship that is vacant or for renewing an existing physician service arrangement, proceed to Step C. Otherwise, proceed to the next step.
- B. The HMC technical representative (TR) and the Recruitment Committee identify a need for physician services. The requested services must be reasonable and necessary for the legitimate business purposes of an arrangement.
 1. The HMC TR and the Recruitment Committee define the scope of physician services to be performed.
 2. The HMC TR and the Recruitment Committee provide a reasonable estimate of the number of hours necessary to complete the requested services. The estimated hours may be based on the number of current physicians with privileges at HMC; the expected population growth, community health indicators, etc.
 3. The HMC TR and the Recruitment Committee provide justification for the physician services.
- C. The HMC TR completes a purchase request (PR) to include the scope of services to be performed, justification for the physician services, the estimated number of hours necessary to complete the requested services and an estimated contract value or “note to exceed” amount. Refer to Appendix A for a sample of the Purchase Request form.
- D. The HMC Chief Financial (CFO) reviews and signs the PR to indicate that funds are available and that the funds will be expended for the requested physician services.
- E. The HMC Chief Executive Officer (CEO) reviews and signs the PR to indicate receipt of notification of the requested physician services.
- F. The HMC TR forwards the PR to Materials Management (MM).

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- G. MM reviews the PR for completeness.
1. If the PR is not complete, the following steps are performed:
 - a. MM returns the PR to the HMC TR.
 - b. The HMC TR completes the PR and forwards the completed PR to MM. Return to Step G.
 2. If the PR is complete, MM notifies the HMC TR and forwards the PR to the HMC Contract Manager.
- H. The HMC TR notifies the HMC Compliance Committee via email of the request for physician services.
1. The Compliance Committee reviews the request for physician services at the next Compliance Committee meeting.
 2. The Compliance Committee documents the receipt of notice of the request, the review of the request and any objections to the request for physician services in the Compliance Committee meeting minutes.
 3. If necessary, the Compliance Committee communicates any objections to the appropriate HMC TR.
- I. If a solicitation is required for contracting for physician services, proceed to Step Y. Otherwise, proceed to the next step.
- J. The HMC TR or designee conducts recruiting activities by posting advertisements for the physician services in medical journals, mail outs, etc.
- K. The HMC TR and/or the Hawaii Health Systems Corporation Physician Recruiter receive responses from interested physicians.
- L. The HMC TR verifies if an applicant was previously a party to the same or similar physician service arrangement that was terminated during the first year of the original term of the arrangement.
1. If the physician was a party to such a physician service arrangement and the new contract would be entered into within the first year of the original term, the HMC TR eliminates the physician from further consideration. Return to Step K to continue the search for another candidate.
 2. If the same or similar physician service arrangement did not exist, proceed to the next step.

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- M. The HMC TR or designee screens all applicants against the Exclusion Lists. Refer to Policy No.: 850-101-25 Screening and Removal of Ineligible Persons for the screening procedures.
1. If the applicant is identified on an Exclusion List, the HMC TR eliminates the applicant from further consideration.
 - a. The HMC TR sends a notification letter informing the applicant that they do not satisfy the qualifications for the position.
 - b. The HMC TR continues to screen the remaining applicants. Return to Step K.
 2. If the applicant is not identified on an Exclusion List, proceed to the next step.
- N. The Recruitment Committee and the Senior Management Team review and validate the professional qualifications of the applicant, interview the applicant, gain an understanding of the compensation expectations and have the applicant visit HMC, if necessary. Once a respondent is accepted, go to the next step. Otherwise, continue to search for another candidate. Return to Step K.
- O. The Medical Group Practice Director or designee notifies the candidate of HMC's interest and may provide a copy of the appropriate arrangement template.
- P. The Medical Group Practice Director notifies the Medical Staff Office (MSO) via email of HMC's interest in an applicant.
1. MSO completes the physician credentialing process for the physician/contractor candidate. Refer to Policy No.: 780-115-05 Application for Initial Appointment/Reappointment for the credentialing procedures.
 2. If necessary, MSO immediately notifies the Medical Group Practice Director of any issues.
- Q. The Medical Group Practice Director or designee calculates the physician service compensation by completing an FMV report.
1. For full time compensation, the Medical Group Practice Director or designee selects the appropriate average annual salary information by physician specialty. The average annual salary information is calculated for the 50th percentile and other selected percentiles by physician specialty using the annual salary data from at least four of the following national surveys:

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- a. The ECS Watson Wyatt - Hospital and Health Care Management Compensation Report;
 - b. The HayGroup - Physicians Compensation Survey;
 - c. The Hospital and Healthcare Compensation Service - Physician Salary Survey Report;
 - d. The Medical Group Management Association - Physician Compensation and Productivity Survey;
 - e. The Sullivan, Cotter & Associates, Inc. - Physician Compensation and Productivity Survey or
 - f. The William M. Mercer - Integrated Health Networks Compensation Survey.
2. For hourly compensation, the Medical Group Practice Director or designee calculates an hourly rate by dividing the average annual salary calculated in Step Q.1 by 2,000 hours. The Medical Group Practice Director or designee calculates the total physician service compensation by multiplying the estimated number of hours in the physician service arrangement by the hourly rate.
 3. The Medical Group Practice Director or designee adjusts (e.g. increase or decrease) the calculated physician service compensation to reflect the candidate's experience and other considerations such as traveling and housing costs. However, the physician service compensation will not take into account the volume or value of referrals by the candidate.
 4. The Medical Group Practice Director or designee also accounts for all non-monetary remuneration (i.e., malpractice coverage) in the FMV report. The total remuneration to be paid to the physician should not exceed the 100th percentile.
 5. The Medical Group Practice Director or designee documents the data, materials (e.g., relevant letters, reports, schedules, etc.) and calculations used to complete the report.
- R. The Medical Group Practice Director or designee forwards the FMV report and supporting documents to the FMV legal counsel for review. The FMV legal counsel completes the FMV analysis report.
1. The FMV legal counsel reviews the FMV report and completes the FMV analysis. If clarification of the FMV report is needed, the FMV legal counsel discusses any questions with the Medical Group Practice Director or designee and revises the report as necessary.

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2. The FMV legal counsel signs the FMV analysis report to indicate that the report was reviewed and approved.
 3. The FMV legal counsel forwards the approved FMV analysis to the Medical Group Practice Director or designee.
- S. The Medical Group Practice Director or designee presents the proposed physician service compensation and the FMV analysis to the Senior Management Team. If the compensation is approved, proceed to the next step. Otherwise, address the comments from the Senior Management Team and return to Step R.
- T. The Medical Group Practice Director or designee forwards the FMV analysis and documents to the HMC Contract Manager.
- U. The HMC Contract Manager enters the contractor information (e.g., name, contract no.) into the Arrangements Tracking database. The Physician Arrangements screens in the database are used to enter the information. The HMC Contract Manager then provides the contract name and contract number to the Medical Group Practice Director.
- V. The Medical Group Practice Director enters the FMV analysis information into the Arrangements Tracking database.
1. Using the contract record created by the HMC Contract Manager, the Medical Group Practice Director enters the required FMV information from the FMV analysis into the Arrangements Tracking database.
 2. The Medical Group Practice Director notifies the HMC Contract Manager that the FMV information was entered into the Arrangements Tracking database.
- W. The HMC Contract Manager screens the candidate (or physician group practice) against the Exclusion Lists. Refer to Policy No.: 850-101-25 Screening and Removal of Ineligible Persons for the screening procedures.
1. If the candidate is identified on an Exclusion List, the HMC TR eliminates the candidate from further consideration.
 - a. The HMC TR sends a notification letter informing the candidate that they do not satisfy the qualifications to provide the service.
 - b. The HMC TR continues to screen the remaining applicants. Return to Step K.
 2. If the candidate is not identified on an Exclusion List, proceed to the next step.

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X. The HMC Contract Manager screens the physician service contract against the Anti-Kickback Statute and the Stark Law by entering the contract information into the Arrangements Tracking database. The following information is entered into the Arrangements Tracking database:

1. Date of exclusion screening (Exclusion Date) and
2. Other required arrangement information.

Proceed to Step JJ.

Y. The HMC Contract Manager drafts a Request for Proposals (RFP) for physician services. The RFP includes the following terms:

1. A specific and comprehensive description of the service(s) to be provided by the contractor.
2. The term of the physician service contract, which is not less than one year.
3. The physician service compensation.
4. A requirement for contractors to provide a list of the physician(s) who will provide the physician services.
5. The contractor's compliance obligations such as:
 - a. The contractor shall comply with HMC's compliance program including any training requirements.
 - b. Certification by the contractor to the arrangement that the parties shall not violate the Anti-Kickback Statute and Stark Law with respect to the performance of the arrangement.
 - c. A requirement that the contractor will immediately notify the HMC TR of any exclusion, debarment, suspension or other ineligibility to participate in the federal health care programs or in federal procurement or nonprocurement programs or of any conviction of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Refer to Policy No.: 850-101-25 Screening and Removal of Ineligible Persons for the screening procedures.
 - d. A requirement that contracted physicians complete and submit activity logs documenting the designated duties performed per the applicable arrangement.

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- Z. The HMC Contract Manager forwards a draft of the RFP and all supporting documentation to the HMC legal counsel for review.
1. The HMC legal counsel with knowledge of the appropriate state and federal rules and regulations reviews the RFP to ensure that the RFP does not violate the Anti-Kickback Statute and Stark Law. If issues or questions result from the legal review, the HMC legal counsel works with the HMC Contract Manager to resolve the issue(s). The HMC legal counsel revises the RFP accordingly and returns it to the HMC Contract Manager.
 2. The HMC legal counsel signs the Contract Routing Form or provides an email approval to the HMC Contract Manager to indicate that the legal review of the RFP was completed.
- AA. The HMC Contract Manager publishes the RFP along with the HMC Code of Conduct and copies of the Anti-Kickback and Stark policies and procedures. The HMC Contract Manager receives proposals from interested contractors.
- BB. The HMC Contract Manager verifies if any responding contractor was previously a party to the same or similar physician service arrangement that was terminated during the first year of the original term of the arrangement.
1. If a contractor was a party to such a physician service arrangement and the new contract would be entered into within the first year of the original term, the HMC Contract Manager notifies the Evaluation Committee and eliminates the contractor from further consideration.
 2. If the same or similar physician service arrangement did not exist for a contractor, proceed to the next step.
- CC. The HMC Contract Manager screens the remaining contractors (i.e., physician group practice) against the Exclusion Lists. Refer to Policy No.: 850-101-25 Screening and Removal of Ineligible Persons for the screening procedures.
1. If a contractor is identified on an Exclusion List, the HMC Contract Manager notifies the Evaluation Committee and eliminates the contractor from further consideration.
 - a. The HMC Contract Manager sends a notification letter informing the contractor that they do not satisfy the qualifications to provide the service.
 - b. The HMC Contract Manager continues to screen the remaining contractors.

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2. If a contractor is not identified on an Exclusion List, proceed to the next step.
- DD. The Evaluation Committee reviews the submitted proposals and selects a contractor to provide the physician services. The Evaluation Committee may request clarification from a contractor if needed.
- EE. Using the information provided in the selected contractor's proposal, an FMV report and FMV analysis are completed and presented to the Senior Management Team. Refer to Steps Q, R and S for the activities involved.
- FF. The Medical Group Practice Director or designee forwards the FMV analysis to the HMC Contract Manager.
- GG. Using the FMV analysis, the HMC Contract Manager ensures that the physician compensation listed in the selected contractor's proposal is consistent with the FMV analysis.
1. If the proposed compensation is not consistent with the FMV analysis, the HMC Contract Manager notifies the Evaluation Committee and the Medical Group Practice Director. Return to Step DD.
 2. If the proposed compensation is consistent with the FMV analysis, proceed to the next step.
- HH. The HMC Contract Manager screens the physician service contract against the Anti-Kickback Statute and the Stark Law by entering the contract information into the Arrangements Tracking database. The following information is entered into the Arrangements Tracking database:
1. Physician arrangement information (e.g., contractor name, contract no., etc.)
 2. Date of exclusion screening (Exclusion Date);
 3. FMV information; and
 4. Other required arrangement information
- II. The HMC Contract Manager notifies the MSO via email of the selection of a contractor.
1. The HMC Contract Manager provides a copy of the list of the contracted physicians who will provide physician services to the MSO.
 2. MSO completes the physician credentialing process for the physician/contractor candidate. Refer to Policy No.: 780-115-05

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Application for Initial Appointment/Reappointment for the credentialing procedures.

3. If necessary, MSO immediately notifies the HMC Contract Manager of any issues.

JJ. The HMC Contract Manager drafts the physician service arrangement. The HMC Contract Manager uses the appropriate physician service agreement template to document the physician service arrangement. The written contract must include the following terms:

1. A specific and comprehensive description of the service(s) to be provided by the contractor.
2. The term of the physician service contract, which is not less than one year.
3. The physician service compensation.
4. The contractor's compliance obligations such as:
 - a. The contractor shall comply with HMC's compliance program including any training requirements.
 - b. Certification by the contractor to the arrangement that the parties shall not violate the Anti-Kickback Statute and Stark Law with respect to the performance of the arrangement.
 - c. A requirement that the contractor will immediately notify the HMC TR of any exclusion, debarment, suspension or other ineligibility to participate in the federal health care programs or in federal procurement or nonprocurement programs or of any conviction of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Refer to Policy No.: 850-101-25 Screening and Removal of Ineligible Persons for the screening procedures.
 - d. A requirement that contracted physicians complete and submit activity logs documenting the designated duties performed per the applicable arrangement.

KK. The HMC Contract Manager completes the Contract Routing Form to ensure that all necessary and required documents and information are obtained to finalize the physician service arrangement. Refer to Appendix B for a sample of the Contract Routing Form.

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LL. The HMC Contract Manager forwards a draft of the physician service contract and all supporting documentation to the HMC legal counsel for review.

(Note that for physician service contractors selected through the solicitation process, the physician service contract incorporates the RFP, the contractor's accepted proposal, all addendums, general conditions, etc.)

MM. The HMC legal counsel with knowledge of the appropriate state and federal rules and regulations reviews the physician service arrangement to ensure that the arrangement does not violate the Anti-Kickback Statute and Stark Law. If issues or questions result from the legal review, the HMC legal counsel works with the HMC Contract Manager to resolve the issue(s). The HMC legal counsel revises the physician service contract accordingly and returns it to the HMC Contract Manager.

NN. The HMC legal counsel signs the Contract Routing Form or provides an email approval to the HMC Contract Manager to indicate that the legal review of the physician arrangement was completed.

OO. If necessary, the HMC Contract Manager revises the information previously entered into the Arrangements Tracking database to reflect any changes made to the physician service contract.

PP. The HMC Contract Manager forwards the final version of the physician service contract to the Medical Group Practice Director.

QQ. The Medical Group Practice Director forwards two copies of the physician service contract to the candidate/contractor for review along with copies of the HMC Code of Conduct and the Anti-Kickback Statute and Stark Law policies and procedures if necessary.

RR. The candidate/contractor reviews the physician service contract and supporting documents.

1. If the candidate/contractor requests changes to the physician service contract language, the Medical Group Practice Director and/or the HMC Contract Manager review the contract language changes to determine whether to revise the physician service contract.

- a. If the Medical Group Practice Director and/or the HMC Contract Manager decide to revise the contract language, the Medical Group Practice Director and/or the HMC Contract Manager email the contract language changes to the HMC legal counsel for review with a copy to the HMC Contract Manager. Return to Step MM.

- b. If the Medical Group Practice Director and/or the HMC Contract Manager decide not to revise the contract language, the Medical

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Group Practice Director and/or the HMC Contract Manager notify the candidate/contractor.

- i. If the candidate/contractor wants to proceed with contracting, go to Step RR.2.
 - ii. If the candidate/contractor does not want to continue with contracting, return to Step K for contracts not procured through the solicitation process or to Step DD for contracts procured using the solicitation process.
2. If the candidate/contractor requests changes to the compensation, the Medical Group Practice Director and/or the HMC Contract Manager review the requested change to the compensation to determine whether to accept the changes and revise the physician service contract:
- a. If the Medical Group Practice Director and/or the HMC Contract Manager decide to modify the physician service compensation, the Medical Group Practice Director revises the FMV report. Return to Step R for contracts not procured through the solicitation process or to Step GG for contracts procured using the solicitation process.
 - b. If the Medical Group Practice Director and/or the HMC Contract Manager decide not to change the physician service compensation, the Medical Group Practice Director notifies the candidate/contractor.
 - i. If the candidate/contractor wants to proceed with contracting, go to Step RR.3.
 - ii. If the candidate/contractor does not want to continue with contracting, return to Step M for contracts not procured through the solicitation process or to Step DD for contracts procured using the solicitation process.
3. If the physician/contractor does not request changes to the physician service contract, the physician/contractor signs both copies of the contract and forwards the signed contracts to the Medical Group Practice Director or the HMC Contract Manager as directed.
- SS. The HMC CFO reviews and signs the Contract Routing Form and the Officer Certification Form. Refer to Appendix C for a sample of the Officer Certification Form.
- TT. The HMC CEO reviews and signs the Officer Certification Form and both copies of the physician contract.

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- UU. The HMC Contract Manager enters the contract effective date and expiration date into the Arrangements Tracking database to indicate that the physician service arrangement was executed.
- VV. The HMC TR forwards one executed copy of the physician service contract to the contractor.
- WW. The HMC Contract Manager files an executed copy of the contract and the supporting documents in the corresponding contractor's file. Refer to Policy No.: 850-101-22 Compliance Record Management for the procedures to retain, store, retrieve and destroy documents and records relating to the HMC compliance program. The supporting documents include but are not limited to:
1. The executed physician contract signed by all parties;
 2. The FMV analysis and proof of legal review of the analysis;
 3. The original PR;
 4. The Contract Routing Form (includes proof of legal review); and
 5. The Officer Certification Form.
- XX. The HMC Contract Manager forwards a copy of the contract (hard copy or electronic) to the following departments and individuals:
1. The HMC TR for contract monitoring purposes;
 2. The Medical Staff Office;
 3. Accounts Payable; and
 4. The Hawaii Health Systems Corporation legal department.

Appendix A – Purchase Request Form

HAWAII HEALTH SYSTEMS CORPORATION **HILO MEDICAL CENTER**

PURCHASE REQUEST

| | | |
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| 1. Date Prepared: *Please Check One: New PR <input type="checkbox"/> - OR - Revised PR <input type="checkbox"/> | | Regional Materials Manager Initials _____ |
| 2. REQUESTING FACILITY or System Wide: Name: _____ Title: _____ Phone No.: _____ Fax No.: _____ <hr/> Technical Rep. Name: _____ Phone: _____ | 3. REQUIREMENTS <input type="checkbox"/> New Contract - OR - <input type="checkbox"/> Contract Amendment - Identify Existing Contract # <input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Construction <input type="checkbox"/> Physician Services <input type="checkbox"/> Direct Patient Related Goods/Services <hr/> Total Contract Value (Current NTE): \$ _____ Estimated Amended Contract NTE: \$ _____ Quantity: _____ | |
| 4. DETAIL DESCRIPTION OF GOODS AND SERVICES REQUESTED: a. <u>Contract Time of Performance/Delivery Dates:</u> ➤ Begin Date: mm/dd/year ➤ End Date, including option years: mm/dd/year b. Recommended Vendors: c. If Pre-Existing Contract - Identify the Contract Manager/Purchasing Agent if known: d. Miscellaneous Documents/Approval Requirements (e.g. Sole Source, Exemption, Ref. Policy and Procedure PUR 0019). | | |
| 5. REQUIRED ATTACHMENTS <input type="checkbox"/> a) Scope of Services <input type="checkbox"/> b) Specifications <input type="checkbox"/> c) Vendor Quote/Proposal <input type="checkbox"/> d) Vendor Contract | | |
| 6. SIGNATURES | | |
| _____ <i>(Printed Name)</i> | <u>Member Corp. Compliance Committee</u> _____ <i>(Title)</i> | _____ <i>(Signature)</i> <i>(Date)</i> |
| _____ <i>(Printed Name)</i> | _____ <i>(Title)</i> | _____ <i>(Signature)</i> <i>(Date)</i> |
| _____ <i>(Printed Name)</i> | _____ <i>(Title)</i> | _____ <i>(Signature)</i> <i>(Date)</i> |
| _____ <i>(Printed Name)</i> | _____ <i>(Title)</i> | _____ <i>(Signature)</i> <i>(Date)</i> |
| 7. DIRECTOR OF CONTRACTS MANAGEMENT USE ONLY | | |
| Date Received: _____ <input type="checkbox"/> Accepted <input type="checkbox"/> Rejected Purchase Tracking No. | Comments: | |
| Assigned To: _____ <div style="display: flex; justify-content: space-between;"> (Contract Manager/Purchasing Agent) (Date) (Dir of Contracts Mgt) </div> | | |

CONTRACT ROUTING FORM

HHSC Log No. : _____

Name of Contractor: _____ Corporate Facility: _____

| | |
|---|-------------------|
| Brief Description of Goods/Services: | |
| Contract Highlight Only: | |
| 1. Term: | |
| 2. Total Cost (current NTE): \$ _____ | New NTE: \$ _____ |

| Documents or Information obtained, as applicable | | | | Comments |
|--|--------------------------|--------------------------|--------------------------|----------|
| (completed by CM): | Yes | No | N/A | |
| 1. Tax Clearance Certificate | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Federal Exclusion Check | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. W-9 Form Sent | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Certificate of Compliance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Certificate of Good Standing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. Fair Market Value Completed | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. Physician Officer Certification Completed | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

| | | | |
|---|--------------------------|----|---|
| <p style="text-align: center;"><u>Legal Review</u></p> <p>I have reviewed the recommended action and conclude that it (is/is not) consistent with applicable legal requirements and good purchasing practices.</p> | Yes | No | <p style="text-align: center;">Procurement Attorney</p> <p>_____</p> <p style="display: flex; justify-content: space-between;">Print Name/SignatureDate</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | | |

Comments:

| | | | |
|---|--------------------------|----|---|
| <p style="text-align: center;"><u>Contract Manager</u></p> <p>As responsible contract manager, I have reviewed this contract, and I believe, based upon my professional judgment and experience, that it is consistent with applicable procurement procedures and good purchasing practices.</p> | Yes | No | <p style="text-align: center;">Contract Manager</p> <p>_____</p> <p style="display: flex; justify-content: space-between;">Print Name/SignatureDate</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | | |

Comments:

| | |
|---|-------------------------|
| CFO Regional (as required) | Signature: _____ |
|---|-------------------------|

| | |
|--|-------------------------|
| CFO Corporate (as required) | Signature: _____ |
|--|-------------------------|

OFFICER CERTIFICATION
PHYSICIAN FINANCIAL ARRANGEMENTS

We, _____, Regional Chief Executive Officer and _____, Regional Chief Financial Officer, of the _____ region hereby certify that to the best of our knowledge, the following matters are true for the employment (or contractual) agreement by and between _____ (hospital) and _____ (name) dated _____ (the “Arrangement”):

1. There are no other arrangements, written or oral, with _____ or with any of his/her immediate family members, except as written in the Arrangement or as cross-referenced in the master list of HHSC physician financial arrangements;
2. The payments pursuant to the Arrangement represent the fair market value of the services to be rendered thereunder;
3. No payment has been or will be made, to the professional referenced herein outside of the terms and conditions of the Arrangement unless such outside payment is also consistent with the Hawaii Health System Corporation’s policies; and
4. We, as the Regional Chief Executive Officer and Regional Chief Financial Officer of the _____ region, shall ensure that the services required under the Arrangement are rendered prior to making each payment thereunder.

Date: _____

Signature: _____
Regional Chief Financial Officer

Date: _____

Signature: _____
Regional Chief Executive Officer