

DEPARTMENT: [TUMG Contracting]	POLICY DESCRIPTION: Provider Service Agreements
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APPROVED:	REVISED:
EFFECTIVE DATE: [_____, 2006]	POLICY NUMBER: []

TUMG Creation, Review, and Approval Policy for Provider Service Agreements

Purpose

To set forth a uniform process for (1) creating, reviewing and approving Agreements (as defined below) between Tulane University on behalf of TUMG and Non-TUMG Entities (as defined below) with respect to services provided by TUMG physicians and clinicians; (2) executing Agreements before any physician or clinician services are rendered; and (3) distributing the Agreements to the appropriate parties after they have been executed.

Policy

No TUMG physician or clinician may provide services for a Non-TUMG Entity (as defined below) unless an Agreement (as defined below) for those services has been reviewed, approved, executed, and distributed in accordance with this policy, or an exception to this requirement has been granted in accordance with this policy. This policy applies only to contracts that meet the definition of Agreements (as defined below).

Definitions

“*Agreements*” means agreements for physician and clinician services, such as professional services agreements and medical directorship agreements. Agreements include (a) agreements that relate to new arrangements, (b) agreements that relate to existing arrangements, and (c) amendments to existing Agreements (e.g., an amendment to extend the term of an existing Agreement). Agreements do not include the following:

1. Academic affiliation, resident rotation, resident supervision, and program director agreements. These types of graduate medical education agreements will be generated from and reviewed in coordination with the Graduate Medical Education Office; or
2. Contracts with physicians or clinicians for employment with TUMG and contracts under which TUMG leases an employee to a Non-TUMG Entity also do not meet the definition of “Agreement” and, accordingly, are not covered by this policy but are subject to TUMG employment policies and procedures as set forth in the

TUMG Agreement. These types of employment and employee lease agreements will be reviewed in coordination with the Office of General Counsel before being initiated.

“*ASVPHS*” means Associate Senior Vice President for the Health Sciences at Tulane University.

“*Contract Approval Summary*” means the form completed by the Contract Manager which provides the OGC with relevant information about the Agreement. A blank Contract Approval Summary is attached as Exhibit B.

“*Contract Manager*” means the Departmental Administrator for the physician or clinician to whom the contract relates or other non-TUMG office contact with the procedural responsibilities set forth in this policy.

“*Cover Letter*” means the standard cover letter that accompanies the execution copies of the Agreement when distributed to the Non-TUMG Entity. A blank Cover Letter is attached as Exhibit C.

“*Dean*” means the Dean of the School of Medicine of Tulane University.

“*OGC*” means the Office of General Counsel of Tulane University.

“*OGC Attorney*” means an attorney in the OGC who assists the OGC Liaison with the negotiation of Agreements, as necessary.

“*OGC Liaison*” means a staff member approved by the OGC to review, edit and, as necessary, negotiate Agreements.

“*Non-TUMG Entities*” means facilities or providers that are not TUMG facilities or providers, respectively.

“*TUMG*” means Tulane University Medical Group.

Procedure

The following steps must be taken before a physician or clinician may commence providing services to a Non-TUMG Entity, unless an exception has been granted in accordance with this policy:

A. Agreements with HCA Facilities [*TBD – will use form(s) negotiated between HCA and TUMG*]

B. Agreements with State Facilities/Agencies [*TBD – will use form(s) approved by the OGC*]

C. Agreements with Other Non-TUMG Entities

The following procedures are summarized in a flowchart located at Exhibit A.

1. Preparation of Draft Agreements. Agreements with Non-TUMG Entities other than HCA facilities or State facilities will be prepared by the physician, clinician and/or the Contract Manager (or their designees) based on templates available from the OGC Liaison. Upon request, the OGC Liaison can provide input on the appropriate template to use and can answer any drafting questions. The Contract Manager, with input as needed from the physician or clinician to whom the arrangement relates, will also complete a Contract Approval Summary which will provide the OGC Liaison with the information necessary to ensure that the Agreement achieves the desired business objectives. If the Non-TUMG Entity offers its draft Agreement for TUMG's consideration, the Contract Manager should express TUMG's preference for using its own form of Agreement. If the Non-TUMG Entity is unwilling to agree to review TUMG's form of Agreement, the Contract Manager, with input as needed from the physician or clinician, will nonetheless complete a Contract Approval Summary to accompany the Non-TUMG Entity's draft Agreement. The Contract Manager will ask the Non-TUMG Entity for an electronic, editable version of the draft Agreement.
2. Distribution of Contract Approval Summary. Upon completion of the Contract Approval Summary, the Contract Manager will forward the Contract Approval Summary to any business and administrative offices who will have implementation responsibilities for the Agreement so that they are on notice of the timeframe for contract execution and can raise any business implementation issues with the Contract Manager. Examples of individuals and offices that may have implementation responsibilities include the following: (a) the Director of Financial Services in the Health Sciences Center, (b) the Associate Dean for Finance and Administration, and (c) the TUMG Billing Services Office – Managed Care Contracting. The Contract Manager will also forward the draft Agreement and the Contract Approval Summary to the OGC Liaison after the people listed above have reviewed, if appropriate.
3. OGC Review and Negotiation. The OGC Liaison will, as appropriate, review and edit the draft Agreement per the guidelines established by the OGC. If negotiation of business terms with the Non-TUMG Entity is required, the physician, clinician, Department Chair, or Contract Manager, as appropriate, will discuss the Agreement with the Non-TUMG Entity's business contact. If the Non-TUMG Entity's legal counsel becomes involved in the discussions, the OGC Liaison will refer the Agreement to the OGC Attorney who will be involved in the negotiation as appropriate. The OGC Liaison will contact the Contract Manager as needed with any questions about the information provided in the Contract Approval Summary and with business questions that arise during negotiations.
4. Internal Distribution. Upon completion of reviewing and, if necessary, negotiating a draft Agreement as provided in Step 3, the OGC Liaison will forward the draft

Agreement via email to the following parties for review and comment: (a) the Contract Manager, (b) the appropriate Department Chair(s), and (c) the Associate Dean for Finance and Administration, if applicable. Based on information in the Contract Approval Summary, the OGC Liaison will indicate in his or her transmittal email the desired timeframe for a response.

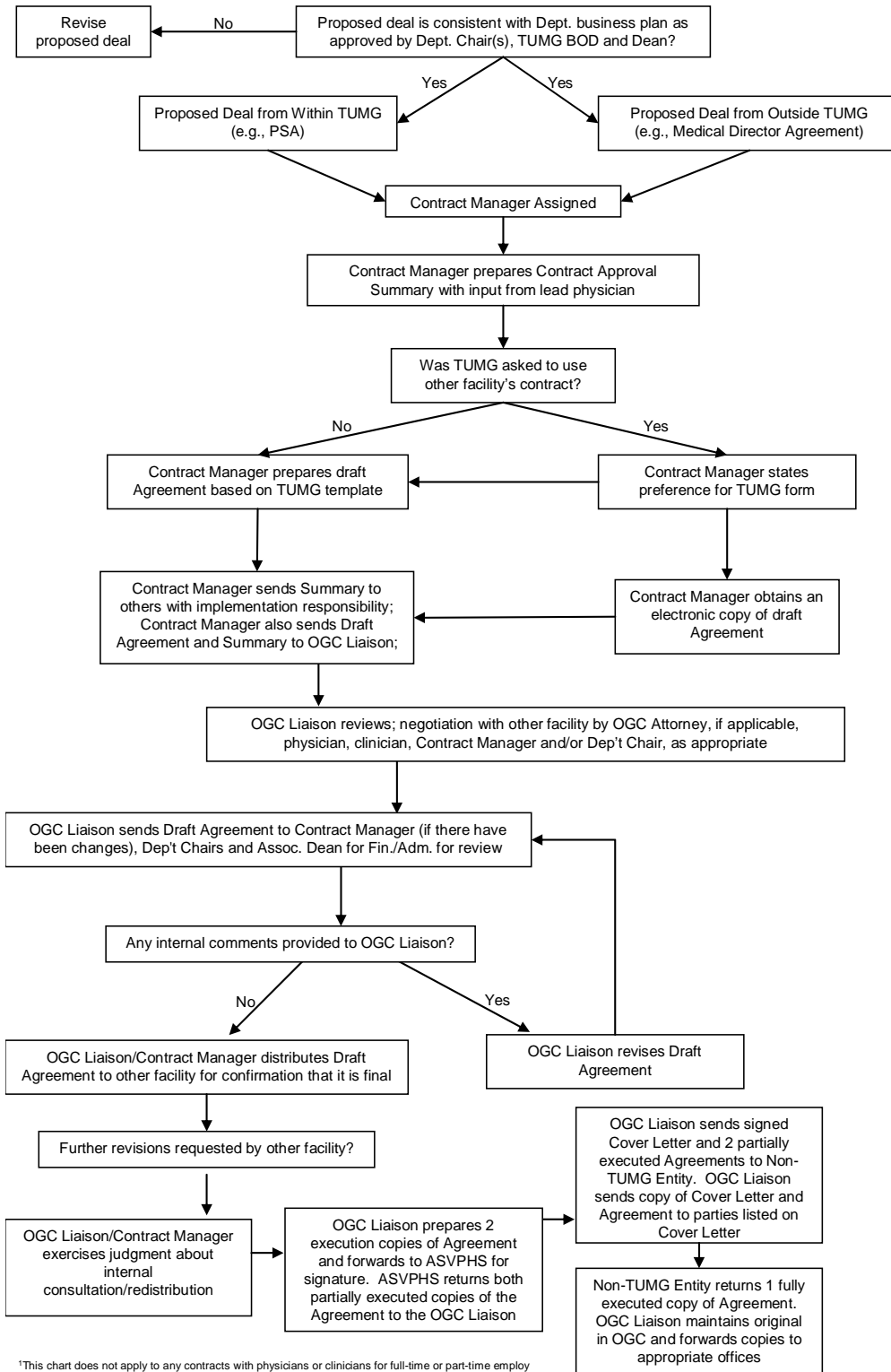
5. Internal Review. Each of the parties listed in Step 4 receiving the draft Agreement will review it and reply to the OGC Liaison with any comments (or that there are no comments) within the timeframe indicated by the OGC Liaison, if possible, or will indicate within that timeframe that additional time is needed. Each of the parties will review the Agreement in light of their respective positions and responsibilities (*e.g.*, the Contract Manager will review it to confirm the accuracy of the business terms in the Agreement if there have been changes made to the version of the Agreement submitted by the Contract Manager, and the Department Chair will determine whether the physician or clinician has the capacity to perform his or her obligations under the Agreement taking into account his or her other responsibilities). **If there are no comments or revisions to the draft Agreement, skip to Step 7.**
6. Revisions Based on Internal Comments. The OGC Liaison will address and resolve any outstanding issues in the draft Agreement in cooperation with the Contract Manager and other appropriate TUMG parties and will, if necessary, follow up with the Non-TUMG Entity based on the comments received. After making all necessary revisions to the draft Agreement, the OGC Liaison will again forward the draft Agreement via email to the parties who originally received the draft Agreement under Step 4, with revisions highlighted.
7. External Distribution. The OGC Liaison will forward the draft Agreement to the Contract Manager with instructions to send it to the appropriate representative at the Non-TUMG Entity. If the representative is known to be an attorney, or if there has already been direct contact between the OGC Attorney and legal representatives of the Non-TUMG Entity, then the OGC Attorney will send the draft Agreement instead of the Contract Manager. Draft Agreements will be sent with instructions to contact the OGC Liaison and/or the OGC Attorney with questions or concerns.
8. Tulane Signatures. After the OGC Liaison has determined that there is agreement between TUMG and the Non-TUMG Entity with respect to the draft Agreement, the OGC Liaison or a designee will prepare at least two execution copies of the Agreement and forward them to the ASVPHS for signature. The ASVPHS's office will return both partially executed copies of the Agreement to the OGC Liaison.
9. Cover Letter and Execution Copies of the Agreement. When the two execution copies of the Agreement are signed by the ASVPHS and returned to the OGC Liaison, the OGC Liaison will (1) prepare the Cover Letter, (2) send the signed Cover Letter and partially executed copies of the Agreement to the appropriate contact at the Non-TUMG Entity, and (3) send a copy of the signed Cover Letter and Agreement to the parties listed on the

Cover Letter to inform them that execution copies of the Agreement have been sent to the Non-TUMG Entity and so that they can address any questions that come up.

10. Recordkeeping. When one fully executed Agreement is returned by the Non-TUMG Entity, the OGC Liaison will ensure that it is maintained by the OGC. The OGC Liaison will forward photocopies of the fully-executed Agreement to each of the following persons, as appropriate: (a) Director of Financial Services in the Health Sciences Center, (b) Associate Dean for Finance and Administration, (c) TUMG Billing Services Office – Managed Care Contracting (d) Operations Manager for TUMG and (e) Contract Manager.

11. **AN AGREEMENT MUST BE FULLY EXECUTED BEFORE A PHYSICIAN OR CLINICIAN MAY BEGIN PROVIDING SERVICES TO THE NON-TUMG ENTITY. ANY EXCEPTIONS TO THIS POLICY MUST BE APPROVED IN ADVANCE BY THE ASVPHS AND THE OGC, WITH WRITTEN NOTIFICATION BY EACH TO THE COMPLIANCE OFFICER.**

Provider Service Agreements with Other Non-TUMG Entities¹



¹This chart does not apply to any contracts with physicians or clinicians for full-time or part-time employment with TUMG. Such employment agreements must be reviewed by the Office of General Counsel before being initiated.

Exhibit B

**Contract Approval Summary for
Provider Service Agreements with Non-TUMG Entities**

Contract Name/Number: _____

Revenue Type: Type 1 Type 2 Type 3

Contract Type: Agreement for new arrangement

 New Agreement for existing arrangement

 Amendment to existing Agreement

Type of services to be provided: _____

Is there a business plan for this arrangement? Yes No

Has the Department Chair(s) approved the arrangement? Yes No

Name and telephone number of Contract Manager: _____

Instructions. *Please complete this form and then forward to the Office of the General Counsel and other appropriate parties as set forth in the Provider Service Agreements Policy and Procedure.¹ If you need more space to complete any question, please attach additional pages.*

1. Name of Department and of any physician or clinician identified to perform the services. Please state whether the Agreement is physician- or clinician-specific or whether other TUMG physicians/clinicians could replace the one(s) identified.

2. By what date does the physician or clinician hope to commence providing services?

¹ Pursuant to the Provider Service Agreements Policy and Procedure, all professional service contracts between TUMG physicians or clinicians and Non-TUMG Entities must be reviewed by the Office of the General Counsel. The Office of the General Counsel will use the information in this Contract Approval Summary to review the contract. No physician or clinician may begin providing services for a Non-TUMG Entity prior to full execution of a contract, unless an exception has been granted in accordance with the Provider Service Agreements Policy and Procedure.

3. Name of Non-TUMG Entity and contact information (including name, address, telephone number, and email address) for the person who will be responsible for negotiating the Agreement and the person to whom execution copies should be sent.

Contact for negotiation:

Send execution copies to:



4. What services will the physician or clinician provide for the Non-TUMG Entity?

5. How many hours per week/month will the physician or clinician work for the Non-TUMG Entity? If the physician or clinician is required to work a maximum or minimum number of hours for the Non-TUMG Entity, please state the maximum or minimum.

6. Which party will coordinate services, e.g., schedule appointments, provided to the patients by the physician or clinician? Will the Non-TUMG Entity provide ancillary personnel?

Tulane University

As of December, 2007

Exhibit C

[Date]

[Contact Person]
[Name of Non-TUMG Entity]
[Address]

Re: Contract with Tulane University Medical Group to provide _____ [Type of Services] for _____ [Name of Non-TUMG Entity]

Dear _____,

Enclosed you will find [two (2)] partially executed copies [(and ___ appendices)] of an agreement between _____ [Name of Non-TUMG Entity] and Tulane University Medical Group ("TUMG") for TUMG to provide _____ [Type of Services] to _____ [Name of Non-TUMG Entity].

Please have both execution copies of the agreement signed by [the Appropriate Party] on behalf of _____ [Name of Non-TUMG Entity], retain one for your records, and return the other to my attention as soon as possible at:

[OGC Liaison or Designee]
[Address]

I will notify [name of Department or other appropriate party] once I have received the signed execution copies of the agreement. **Please note** that TUMG will not provide _____ [Type of Services] to _____ [Name of Non-TUMG Entity] before a fully-executed agreement is in place.

Thank you for your prompt attention to this matter. If you have any questions, please feel free to call me at _____ [OGC Liaison's or Designee's Telephone Number].

Yours truly,

[OGC Liaison or Designee]

cc: Contract Manager
[OGC Liaison, if sent by designee]