

Complete Healthcare Compliance Manual

Resource: Sample Stark Law Compliance Checklist for Employee Arrangement Exception

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[COMPANY NAME]

Stark Law Compliance Checklist

Employee Arrangement Exception

Name of the Agreement:	_____
Other Party(ies) to the Agreement: __	_____ and _____
Effective Date:	_____
Termination Date:	_____
Other Contracts with this Party(ies): __	_____ Name of the Agreement(s): _____ Party(ies) to the Agreement: _____ and _____ Effective Date: _____ Termination Date: _____
*Meets Stark Exception (circle):	Yes or No

INITIAL REVIEWER DATE

FINAL REVIEWER DATE

Stark Law Compliance Checklist

Employee Arrangement Exception

Requirements of Employee Arrangement Exception	Satisfied	Not Satisfied	Explanation
Each agreement is in writing and the physician is a bona fide employee of organization (i.e., receives a W-2).			
Each agreement is signed by all parties.			
Agreement specifies the identifiable services covered by the arrangement and compensation over the term of the agreement.			
Arrangement(s) cover all the services to be furnished by the physician (or immediate family member of the physician) to the entity. Condition is met if: - All separate agreements between entity and physician and entity and family members incorporate each other by reference, or, if they cross-reference a master list of contracts, that is maintained and updated centrally and is available for review. - Master list should preserve historical record of contracts.			
Aggregate services contracted do not exceed those that are reasonable and necessary for the legitimate business purpose of the arrangement(s), and the services furnished would be commercially reasonable even if no referrals were made to the employer.			
Compensation is consistent with fair market value (FMV).			
Compensation is not determined in a manner that takes into account directly or indirectly the volume or value of any referrals or other business generated between the parties.			

The term of each arrangement is at least one year. If an arrangement is terminated during the term with or without cause, the parties may NOT enter into an agreement where the material terms of the arrangement are different than the material terms during the first year of the original term of the arrangement.			
Compensation is also based on a form of productivity bonus based on services performed personally by the employed physician.			
Arrangement does not otherwise violate the federal Anti-Kickback Statute.			
Arrangement does not violate any federal or state law or regulation governing billing or claims submission (i.e., rules on reassignment of reimbursement).			
Services to be furnished under each arrangement do not involve counseling or promotion of an activity or business arrangement that violates any state or federal law or regulation.			

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