

# Complete Healthcare Compliance Manual

## Resource: Sample Stark Law Compliance Checklist for Personal Services Arrangement Exception

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[COMPANY NAME]

### Stark Law Compliance Checklist

#### Personal Services 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)	<u>Yes or No</u>

INITIAL REVIEWER: \_\_\_\_\_

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DATE: \_\_\_\_\_

FINAL REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_

## Stark Law Compliance Checklist

### Personal Services Arrangement Exception

Requirements of Personal Services Arrangement Exception	Satisfied	Not Satisfied	Explanation
Each agreement is in writing.			
Each agreement is signed by all parties.			
Agreement specifies the services covered by the arrangement.			
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: <ul style="list-style-type: none"><li>• 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 by the Secretary upon request.</li><li>• Master list should preserve historical record of contracts.</li></ul>			
Aggregate services contracted do not exceed those that are reasonable and necessary for the legitimate business purpose of the arrangement(s) and would be commercially reasonable even if no referrals were made by the parties to the agreement.			
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 the same or substantially the same arrangement terms during the first year of the original term of the arrangement.			
Compensation over the term is set in advance.			
Compensation does not exceed 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.			
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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