

**CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
GOOD SAMARITAN HOSPITAL**

I. PREAMBLE

Good Samaritan Hospital (GSH) 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 by its officers, directors, employees, contractors, and agents 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). Contemporaneously with this CIA, GSH is entering into a Settlement Agreement with the United States, and this CIA is incorporated by reference into the Settlement Agreement.

II. TERM AND SCOPE OF THE CIA

A. The period of the compliance obligations assumed by GSH under this CIA shall be five (5) years from the effective date of this CIA (Effective Date). The Effective Date shall be the date on which the final signatory of this CIA executes this CIA. 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) GSH's final annual report; or (2) any additional materials submitted by GSH pursuant to OIG's request, whichever is later.

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

1. "Covered Person" includes:
 - a. all officers, directors, and employees of GSH;
 - b. all contractors and agents that provide patient care items or services or that perform billing or coding functions on behalf of GSH

on a regular basis (i.e. greater than or equal to .1 FTE during the Reporting Period), but excluding vendors whose sole connection with GSH is selling medical supplies, equipment, pharmaceuticals, or biologicals to them (Covered Contractors); and

c. all physicians with staff privileges at GSH (Covered Staff Physicians).

III. CORPORATE INTEGRITY OBLIGATIONS

GSH shall maintain a Compliance Program that includes the following elements:

A. Compliance Officer and Committee.

1. *Compliance Officer.* Within 120 days after the Effective Date, GSH shall appoint an individual to serve as its Compliance Officer. The Compliance Officer 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. The Compliance Officer shall be appointed on a permanent (not interim or acting) basis, shall be a member of senior management of GSH, shall work full-time and solely on compliance-related duties, shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of GSH, and shall be authorized to report on such matters to the Board of GSH at any time. The Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by GSH as well as for any reporting obligations created under this CIA.

GSH shall report to OIG, in writing, any changes in the identity or position description of the Compliance Officer, or any actions or changes that would affect the Compliance Officer's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

2. *Compliance Committee.* Within 120 days of the Effective Date, GSH shall review and revise its Compliance Committee as necessary to meet the requirements of this CIA. GSH shall maintain its Compliance Committee during the term of this CIA. To the extent it has not already done so, GSH shall ensure its Compliance Committee meets the following requirements within 120 days after the Effective Date. The Compliance Committee shall, at a minimum, include the Compliance Officer, GSH's CHAN auditor, and other members of senior 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 Compliance Officer shall chair the Compliance Committee and the Committee shall support the 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).

GSH shall report to OIG, in writing, any changes in the composition of the Compliance Committee, or any actions or changes that would affect the Compliance 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.* GSH has represented to OIG that it has a Code of Conduct, Ethics at Work. Within 120 days of the Effective Date, GSH shall review and revise its Code of Conduct as necessary to meet the requirements of this CIA. GSH shall maintain its Code of Conduct during the period of this CIA. To the extent that it has not already done so, GSH shall distribute the Code of Conduct to all Covered Persons within 120 days after the Effective Date. GSH shall 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. GSH'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. GSH's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with GSH's own Policies and Procedures as implemented pursuant to Section III.B (including the requirements of this CIA);
- c. the requirement that all of GSH's Covered Persons shall be expected to report to the Compliance Officer or other appropriate individual designated by GSH suspected violations of any Federal health care program requirements or of GSH's own Policies and Procedures;
- d. the possible consequences to both GSH and Covered Persons of failure to comply with Federal health care program requirements and

with GSH'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 GSH's commitment to maintain confidentiality, as appropriate, and nonretaliation 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 GSH'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.

GSH shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions to meet the requirements of this CIA based on such a review. Any such revised Code of Conduct shall be distributed within 30 days after finalizing such changes. Each Covered Person shall certify that he or she has received, read, understood, and shall abide by the revised Code of Conduct within 30 days after the distribution of such revisions.

2. *Policies and Procedures.* Within 120 days after the Effective Date, GSH shall review and revise its written Policies and Procedures regarding the operation of GSH's compliance program and its compliance with Federal health care program requirements, as necessary to meet the requirements of this CIA. GSH shall maintain its Policies and Procedures during the term of this CIA. At a minimum, the Policies and Procedures shall address:

- a. the subjects relating to the Code of Conduct identified in Section III.B.1;
- b. 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute") and 42 U.S.C. § 1395nn (the "Stark law"), and business or financial arrangements or contracts that induce, or have the potential to induce, the unlawful referral of Federal health care program beneficiaries in violation of the Anti-Kickback Statute or the Stark Law; and
- c. the requirements set forth in Section III.D.

Within 120 days after the Effective Date, the relevant portions of the Policies and Procedures shall be distributed to all individuals 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), GSH 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 individuals whose job functions relate to those Policies and Procedures.

3. Notwithstanding any other provision of this Section, GSH shall make the Code of Conduct and Policies and Procedures of Section III.B.1 and 2 available to all Covered Staff Physicians, and shall use its best efforts to obtain certifications from each Covered Staff Physician that he or she has read and shall abide by the Code of Conduct and Policies and Procedures. The Compliance Officer shall retain the certifications. The certifications shall be made available to OIG, upon request.

The Compliance Officer shall also maintain records of the number of Covered Staff Physicians and the percentage of Covered Staff Physicians who certify that they have read and shall abide by the Code of Conduct and Policies and Procedures, and shall provide such records to OIG as part of its Implementation and Annual Reports.

C. Training and Education.

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

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

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 training described above, each Covered Person shall receive at least one hour of General Training annually.

2. *General Training Exception for Certain Covered Persons who are Employees of GSH.* Notwithstanding any other provision of this CIA to the contrary, GSH shall provide at least one hour of General Training to full-time employees of GSH who fall within the following nonmedical personnel categories: maintenance, housekeeping, delivery, dietary, construction, plant operations, security, mailroom, or gift shop; and GSH also shall provide at least one of hour of General Training to employees who work less than (or are reasonably expected to work less than) 160 hours per fiscal year (except that at such time as any such employee works 160 hours in any fiscal year, the employee shall receive the same General Training as otherwise required by the terms of this CIA).

3. *General Training Exception for Vendor Technicians.* Notwithstanding any other provision of this CIA to the contrary, vendor technicians who provide less than 160 hours per fiscal year of service to GSH shall not be required to receive General Training (except that at such time as any such technician provides 160 hours of service to GSH in any fiscal year, the technician shall receive the General Training required by Section II.C.1).

4. *Stark Law and Anti-Kickback Statute Training.* Within 120 days after the Effective Date, all Covered Persons involved in the negotiation, oversight, implementation, and maintenance of Arrangements, as defined in Section III.D, including but not limited to medical staff, officers, directors, the Compliance Officer, the Compliance Committee, and managers, shall receive two hours of Stark Law and Anti-Kickback Statute training in addition to the general training required above. This training shall include a discussion of:

- a. the legal sanctions and consequences of improper contracting or financial arrangements;
- b. examples of violations of the Anti-Kickback Statute and the Stark Law;
- c. a review of GSH's contracting Policies and Procedures related to Arrangements, as defined in Section III.D below, as developed pursuant to Sections III.B.2 and III.D, and the personal obligation of each individual involved in the development or maintenance of Arrangements to know the legal requirements and GSH's Policies and Procedures.

Persons providing the training shall be knowledgeable about the subject area.

Covered Persons who are required to receive training under Section III.C.4 shall receive this training within 30 days after the beginning of their employment or becoming Covered Persons under Section III.C.4, or within 120 days after the Effective Date, whichever is later. A GSH employee who has completed the Stark Law and Anti-Kickback Statute training shall review a new Covered Person's work, to the extent that the work relates to the negotiation or implementation of Arrangements under Section III.D, until such time as the new Covered Person completes his or her applicable training.

After receiving the initial training described in this Section, each Covered Person under Section III.C.4 shall receive at least one hour of Stark Law and Anti-Kickback Statute training annually. GSH shall annually review the Stark Law and Anti-Kickback Statute training, and, where appropriate, update the training to reflect changes in Federal health care program requirements, any issues discovered during internal audits, and any other relevant information.

5. *Emergency Materials Loans Training.* Within 120 days after the Effective Date, Covered Persons who are members of GSH's Materials management staff and GSH officers authorized to approve loans of supplies, instruments, and equipment shall receive an hour of training on GSH's Policy and Procedure 23-01-13, Cost and Control in Lending Supplies, Instruments, and Equipment on Emergency Basis (GSH Policy 23-01-13), dated June 10, 2002, in addition to the general training required above. This Emergency Material Loans Training shall include a discussion of:

- a. GSH Policy 23-01-13
- b. the legal sanctions and consequences of improper loans, leases, or gifts of supplies, instruments, and equipment under the Stark Law and the Anti-Kickback Statute.

Persons providing the training shall be knowledgeable in the subject area and on GSH Policy 23-01-13.

Covered Persons who are required to receive training under Section III.C.5 shall receive this training within 30 days after the beginning of their employment or becoming Covered Persons under Section III.C.5, or within 120 days after the Effective Date, whichever is later. A GSH employee who has completed the Emergency Materials Loans Training shall review a new Covered Person's work, to the extent that the work relates to the lending of supplies, instruments, and equipment on an emergency basis, until such time as the new Covered Person completes his or her applicable training.

After receiving the Emergency Materials Loans Training described in this Section, each Covered Person under Section III.C.5 shall receive at least one hour of Emergency Materials Loans Training annually. GSH shall annually review the Emergency Materials Loans Training, and, where appropriate, update the training to reflect changes in Federal health care program requirements, any issues discovered during internal audits, and any other relevant information.

6. *Emergency Pharmaceutical Drugs and Biologicals Loans Training.*

Within 120 days after the Effective Date, Covered Persons who are members of GSH's Pharmacy Department management staff and GSH officers authorized to approve loans of pharmaceutical drugs and biologicals (Pharmaceuticals) shall receive an hour of training on GSH's Policy and Procedure on the loan of Pharmaceuticals, as required in Section III.D.8, in addition to the general training required above. This Emergency Pharmaceutical Drugs and Biologicals Loans Training shall include a discussion of:

- a. GSH's Policy and Procedures on the loan of Pharmaceuticals; and
- b. the legal sanctions and consequences of improper loans, leases, or gifts of supplies, instruments, and equipment under the Stark Law and the Anti-Kickback Statute.

Persons providing the training shall be knowledgeable in the subject area and on GSH's Policy and Procedures on the loan of Pharmaceuticals.

Covered Persons who are required to receive training under Section III.C.6 shall receive this training within 30 days after the beginning of their employment or becoming Covered Persons under Section III.C.6, or within 120 days after the Effective Date, whichever is later. A GSH employee who has completed the Emergency Pharmaceutical Drugs and Biologicals Loans Training shall review a new Covered Person's work, to the extent that the work relates to the lending of Pharmaceuticals on an emergency basis, until such time as the new Covered Person completes his or her applicable training.

7. *Exception for Covered Staff Physicians.* Notwithstanding any other provision of this Section, GSH shall make the General Training and the Stark Law and Anti-Kickback Training of Section III.C.1 and 4 available to all Covered Staff Physicians, and shall use its best efforts to encourage their attendance and participation at such training. Each Covered Staff Physician who attends training shall certify, in writing, (or in electronic form, if they have received computer-based training) that he or she has received the training. The certification shall specify the type of training received and the

date received. The Compliance Officer shall retain the certifications, along with all course materials. The certifications shall be made available to OIG, upon request.

The Compliance Officer shall also maintain records of the number of Covered Staff Physicians and the percentage of Covered Staff Physicians who attend General and Stark Law and Anti-Kickback Training, and shall provide such records to OIG as part of its Implementation and Annual Reports.

8. Training provided to Covered Persons within the six months prior to the Effective Date that satisfies the requirements of Section III.C.4 and .5 shall be deemed to meet the initial training requirements of Section III.C.4 and .5.

9. *Certification.* Each individual who is required to attend training shall certify, in writing, or in electronic form, if the training is done via computer, 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.

D. Contractual Compliance with the Anti-Kickback Statute and the Stark Law.

1. This Section shall apply to every arrangement or transaction that:

a. (i) involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value; and (ii) is between GSH and any actual or potential source of health care business or referrals to GSH or any actual or potential recipient of health care business or referrals from GSH. The term "source" shall mean any physician, health care facility, contractor, vendor, or agent and the term "health care business or referrals" shall 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

b. is between GSH 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 GSH for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)),

2. The arrangements and transactions described above, and the documents in which they are memorialized, are collectively referred to as “Arrangements.” The party(ies) to an Arrangement other than GSH shall be referred to herein as “Contracting Party(ies).”

3. Within 120 days after the Effective Date, GSH shall create procedures, or modify existing procedures, reasonably designed to ensure that each Arrangement does not violate the Anti-Kickback Statute and/or the Stark Law, and shall implement procedures to evaluate all existing Arrangements, to the extent not already so evaluated, to determine whether such Arrangements violate the Anti-Kickback Statute and/or the Stark Law. GSH shall summarize all Arrangements in the form provided at Appendix B. GSH shall update the summary at Appendix B annually and shall submit the summary with each Annual Report.

4. Except as set forth in Section III.D.5 below with regard to Vendor Arrangements, prior to entering into new Arrangements or renewing existing Arrangements, GSH shall ensure that all Arrangements are in compliance with the Anti-Kickback Statute and Stark Law, and the regulations, directives, and guidance related to these statutes, and comply with the following requirements:

a. The Arrangement shall be set forth in writing and signed by GSH and the Contracting Party(ies);

b. The Arrangement shall include a provision that all individuals who meet the definition of Covered Persons shall comply with GSH’s Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law. Additionally, GSH shall provide each Contracting Party with a copy of its Code of Conduct and Stark and Anti-Kickback Policies and Procedures;

c. GSH shall certify and shall require the Contracting Party(ies) to certify, at the time of signing the Arrangement and upon contract renewal, that the Arrangement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any Federal health care program; and

d. GSH shall require the Contracting Party(ies) to certify, at the time of signing the Arrangement, that the Contracting Party(ies) shall comply with GSH’s Compliance Program, or with the Contracting Party’s(ies’) compliance program, if applicable, and with the Anti-

Kickback Statute and the Stark Law.

5. With regard to Arrangements that consist solely of a vendor relationship whereby GSH buys products (including, but not limited to, medical supplies, equipment, pharmaceuticals, and biologicals) from Contracting Parties pursuant to purchase orders based on vendor price lists (Vendor Arrangements), the documentation shall disclose the full and accurate price of the products bought, taking into account any cash and noncash price concessions or other nonprice terms of the sale, on the invoice, receipt, or other documentation evidencing the purchase (collectively, "invoices"), or, with regard to volume rebates only, such information shall be disclosed through GSH's cost reporting process. GSH shall certify to OIG annually that the invoices, or, in the case of volume rebates, the cost reporting process, accurately reflect the prices charged, taking into account any cash and noncash price concessions or other nonprice terms of the purchase.

6. GSH shall retain and make available to OIG, upon request, copies of all Arrangements subject to this Section and, to the extent available, all nonprivileged communications related to the Arrangements and the actual performance of the duties under the Arrangements. Nothing in this CIA, or any other communication or report made pursuant to this CIA, shall constitute a waiver by GSH of its attorney-client, attorney work-product, or other applicable privileges. Notwithstanding that fact, the existence of any such privilege shall not be used by GSH to avoid its obligations to comply with the provisions of this CIA.

7. GSH shall maintain GSH Policy 23-01-13 for the term of this CIA. GSH shall determine that the loan is in compliance with the Stark Law and the Anti-Kickback Statute prior to approving the loan. GSH shall review its policy and procedure on annual basis for conformance with Federal health care program requirements. A log of supplies, instruments, and equipment lent shall be kept, including type of material loaned, loan recipient, and the amount and date of repayment. This log shall be made available for OIG review, upon request.

GSH shall report to OIG, in writing, any changes in its policy and procedure number 23-01-13, Cost and Control in Lending Supplies, Instruments, and Equipment on Emergency Basis, within 15 days after such a change.

8. Within 120 days of the Effective Date, GSH shall create a policy governing the emergency loan of Pharmaceuticals to other medical facilities, entities, or individual practitioners. GSH shall maintain this policy for the period of this CIA. The GSH policy shall include the following requirements. GSH officers shall be required to approve the loan and GSH shall determine, prior to granting approval, that the loan is in

compliance with the Stark Law and the Anti-Kickback Statute prior to approving the loan. All recipients of loans of Pharmaceuticals on an emergency basis shall be required, upon receipt, to certify that the loan is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any Federal health care program. GSH shall review its policy and procedure on annual basis for conformance with Federal health care program requirements. A log of Pharmaceuticals lent shall be kept, including type of Pharmaceutical loaned, loan recipient, and the amount and date of repayment. This log shall be made available for OIG review, upon request.

E. Disclosure Program.

Within 120 days after the Effective Date, GSH shall review and revise its Disclosure Program as necessary to meet the requirements of this CIA. GSH shall maintain its Disclosure Program during the term of this CIA. The Disclosure Program shall include one or more mechanisms (e.g., a toll-free compliance telephone line) to enable individuals to disclose, to the Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with GSH's policies, conduct, practices, or procedures with respect to a Federal health care program, believed by the individual to be a potential violation of criminal, civil, or administrative law. GSH shall appropriately publicize the existence of the disclosure mechanism(s) (e.g., via periodic e-mails to employees or by posting the information in prominent common areas).

The Disclosure Program shall emphasize a nonretribution, nonretaliation policy, and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained. Upon receipt of a disclosure, the Compliance Officer (or designee) shall gather all relevant information from the disclosing individual. The Compliance Officer (or designee) shall make a preliminary, good-faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any disclosure that is sufficiently specific so that it reasonably: (1) permits a determination of the appropriateness of the alleged improper practice; and (2) provides an opportunity for taking corrective action, GSH shall conduct an internal review of the allegations set forth in such a disclosure and ensure that proper follow-up is conducted.

The Compliance Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal reviews. The disclosure log shall be available to OIG, upon request.

F. Ineligible Persons.

1. *Definition.* For purposes of this CIA, an "Ineligible Person" shall be an individual or entity who: (a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (b) has been convicted 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.

2. *Screening Requirements.* GSH shall ensure that all owners, officers, directors, employees, physicians with staff privileges, contractors, and agents of GSH are not Ineligible Persons. To ensure that such persons are not Ineligible Persons, GSH shall screen such persons prior to engaging their services by: (a) requiring such persons to disclose whether they are Ineligible Persons; and (b) appropriately querying the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>) (these lists shall hereinafter be referred to as the "Exclusion Lists"). Nothing in this Section affects the responsibility of (or liability for) GSH to refrain from billing Federal health care programs for services of the Ineligible Person.

3. *Review and Removal Requirement.* GSH has represented to OIG that it annually screens persons identified in Section III.F.2 against the Exclusion lists. GSH shall maintain its practice of comparing its list of such persons against the Exclusion Lists annually. In addition, GSH shall require such persons to disclose immediately any debarment, exclusion, suspension, or other event that makes such person an Ineligible Person.

If GSH has actual notice that such person has become an Ineligible Person, GSH shall remove such person from responsibility for, or involvement with, GSH's business operations related to the Federal health care programs and shall remove such person from any position for which the person's compensation or the items or services rendered, ordered, or prescribed by the person, are paid in whole or part, directly or indirectly, by Federal health care programs or otherwise with Federal funds at least until such time as the person is reinstated into participation in the Federal health care programs.

4. *Pending Charges and Proposed Exclusions.* If GSH has actual notice that a person identified in Section III.F.2 is charged with a criminal offense related to any Federal health care program, or is proposed for exclusion during his or her employment,

involvement, or contract term, or, in the case of a physician, during the term of the physician's medical staff privileges, GSH shall take all appropriate actions to ensure that the responsibilities of that person have not and shall not adversely affect the quality of care rendered to any beneficiary, patient, or resident, the accuracy of any claims submitted to any Federal health care program, or the conformance of any Arrangements with the Stark Law and the Anti-Kickback Statute.

G. Notification of Government Investigation or Legal Proceedings.

Within 30 days after discovery, GSH shall notify OIG, in writing, of any ongoing investigation known to GSH or legal proceeding conducted or brought by a governmental entity or its agents involving an allegation that GSH has committed a crime or has engaged in fraudulent activities. This notification shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding. GSH shall also provide written notice to OIG within 30 days after the resolution of the matter, and shall provide OIG with a description of the findings and/or results of the proceedings, if any.

H. Reporting.

1. *Overpayments*

a. Definition of Overpayments. For purposes of this CIA, an "Overpayment" shall mean the amount of money GSH has received in excess of the amount due and payable under any Federal health care program requirements.

b. Reporting of Overpayments. If, at any time, GSH identifies or learns of any Overpayment, GSH shall notify the payer (e.g., Medicare fiscal intermediary or carrier) within 30 days after identification of the Overpayment and take remedial steps within 60 days after identification (or such additional time as may be agreed to by the payer) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. Also, within 30 days after identification of the Overpayment, GSH shall repay the Overpayment to the appropriate payer to the extent such Overpayment has been quantified. If not yet quantified, within 30 days after identification, GSH shall notify the payer of its efforts to quantify the Overpayment amount along with a schedule of when such work is expected to be completed. Notification and repayment

to the payer shall be done in accordance with the payer's policies, and for Medicare contractors shall include the information contained on the Overpayment Refund Form, provided as Appendix A to this CIA. Notwithstanding the above, notification and repayment of any Overpayment amount that routinely is reconciled or adjusted pursuant to policies and procedures established by the payer should be handled in accordance with such policies and procedures.

2. *Material Deficiencies.*

a. Definition of Material Deficiency. For purposes of this CIA, a "Material Deficiency" means anything that involves:

- (1) a substantial Overpayment; or
- (2) a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized.

A Material Deficiency may be the result of an isolated event or a series of occurrences.

b. Reporting of Material Deficiencies. If GSH determines through any means that there is a Material Deficiency, GSH shall notify OIG, in writing, within 30 days after making the determination that the Material Deficiency exists. The report to OIG shall include the following information:

- (1) If the Material Deficiency results in an Overpayment, the report to OIG shall be made at the same time as the notification to the payer required in Section III.H.1, and shall include all of the information on the Overpayment Refund Form, as well as:
 - (a) the payer's name, address, and contact person to whom the Overpayment was sent; and

(b) the date of the check and identification number (or electronic transaction number) by which the Overpayment was repaid/refunded;

(2) a complete description of the Material Deficiency, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;

(3) a description of GSH's actions taken to correct the Material Deficiency; and

(4) any further steps GSH plans to take to address the Material Deficiency and prevent it from recurring.

IV. NEW BUSINESS UNITS OR LOCATIONS

In the event that, after the Effective Date, GSH changes locations or sells, closes, purchases, or establishes a new business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, GSH shall notify OIG of this fact as soon as possible, but no later than within 30 days after the date of change of location, sale, closure, purchase, or establishment. This notification shall include the address of the new business unit or location, phone number, fax number, Medicare provider number (if any), and the corresponding contractor's name and address that has issued each Medicare provider number. All Covered Persons at each such business unit or location shall be subject to the applicable requirements in this CIA (e.g., completing certifications and undergoing training).

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 120 days after the Effective Date, GSH shall submit a written report to OIG summarizing the status of its implementation of the requirements of this CIA. This Implementation Report shall include:

1. the name, address, phone number, and position description of the Compliance Officer required by Section III.A, and a certification by the Chief Executive Officer that the Compliance Officer is permanent and full-time, working solely on compliance-related matters;

2. the names and positions of the members of the Compliance Committee required by Section III.A, including the name and place of employment of the outside director serving on the Compliance Committee;
3. a copy of GSH's Code of Conduct required by Section III.B.1;
4. a copy of all Policies and Procedures required by Section III.B.2;
5. a copy of all training materials used for the training required by Section III.C, a description of such training, including a description of the targeted audiences, length of sessions, which sessions were mandatory and for whom, percentage of attendance, and a schedule of when the training sessions were held;
6. a certification by the Compliance Officer that:
 - a. the Policies and Procedures required by Section III.B have been developed, are being implemented, and have been distributed to all appropriate Covered Persons;
 - b. all Covered Persons have completed the Code of Conduct certification as required by Section III.B.1; and
 - c. all Covered Persons have completed the applicable training and executed the certification(s) as required by Section III.C.

The documentation supporting this certification shall be available to OIG, upon request.

7. a certification by the Compliance Officer that the Disclosure Program required by Section III.E is in place;
8. a summary of personnel actions (other than hiring) taken pursuant to Section III.F;
9. the certification required by Section V.C;
10. a list of all GSH's locations (including locations and mailing addresses), the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, each location's Medicare provider identification number(s), and the name and address of the Medicare contractor to which

GSH currently submits claims; and

11. a description of GSH's corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business.

B. Annual Reports. GSH shall submit to OIG Annual Reports with respect to the status of, and findings regarding, GSH's compliance activities for each of five Reporting Periods.

Each Annual Report shall include:

1. any change in the identity or position description of the Compliance Officer and any change in the membership of the Compliance Committee described in Section III.A;

2. a certification by the Compliance Officer that:

a. all Covered Persons have completed any Code of Conduct certifications required by Section III.B.1;

b. all Covered Persons have completed the applicable training and executed the certification(s) required by Section III.C;

c. GSH has complied with its obligations under the Settlement Agreement: (1) not to resubmit to any Federal health care program payers any previously denied claims related to the Covered Conduct addressed in the Settlement Agreement, and not to appeal any such denials of claims; (2) not to charge to or otherwise seek payment from Federal or State payers for unallowable costs (as defined in the Settlement Agreement); and (3) to identify and adjust any past charges or claims for unallowable costs;

The documentation supporting this certification shall be available to OIG, upon request.

3. a summary of any significant changes or amendments to the Policies and Procedures required by Section III.B and the reasons for such changes (e.g., change in contractor policy) and copies of any compliance-related Policies and Procedures;

4. a copy of all training materials used for the training required by Section

III.C (to the extent it has not already been provided as part of the Implementation Report), a description of such training conducted during the Reporting Period, including a description of the targeted audiences, length of sessions, which sessions were mandatory and for whom, percentage of attendance, and a schedule of when the training sessions were held;

5. a summary of Material Deficiencies (as defined in Section III.H) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Material Deficiencies;

6. a report of the aggregate Overpayments that have been returned to the Federal health care programs. Overpayment amounts shall be broken down into the following categories: inpatient Medicare, outpatient Medicare, Medicaid (report each applicable state separately, if applicable), and other Federal health care programs. Overpayment amounts that are routinely reconciled or adjusted pursuant to policies and procedures established by the payer do not need to be included in this aggregate Overpayment report;

7. a summary of the disclosures in the disclosure log required by Section III.E that: (a) relate to Federal health care programs; or (b) allege abuse or neglect of patients;

8. a description of any personnel actions (other than hiring) taken by GSH as a result of the obligations in Section III.F, and the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.F, and the actions taken in response to the obligations set forth in that Section;

9. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.G. The summary shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding;

10. a description of all changes to the most recently provided list (as updated) of GSH's locations (including addresses) as required by Section V.A.10, the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, each location's Medicare provider identification number(s), and the contractor name and address that issued each Medicare provider number; and

11. the certification required by Section V.C.

The first Annual Report shall be received by OIG no later than 60 days after the end of the first Reporting Period. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

C. Certifications. The Implementation Report and Annual Reports shall include a certification by the Compliance Officer that: (1) to the best of his or her knowledge, except as otherwise described in the applicable report, GSH is in compliance with all of the requirements of this CIA; and (2) the Compliance Officer has reviewed the Report and has made reasonable inquiry regarding its content and believes that the information is accurate and truthful.

D. Designation of Information. GSH shall clearly identify any portions of its submissions that it believes are trade secrets, or information that is commercial or financial and privileged or confidential, and therefore potentially exempt from disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. GSH shall refrain from identifying any information as exempt from disclosure if that information does not meet the criteria for exemption from disclosure under FOIA.

VI. NOTIFICATIONS AND SUBMISSION OF REPORTS

Unless otherwise stated in writing after the Effective Date, all notifications and reports required under this CIA shall be submitted to the following entities:

OIG:

Administrative and Civil Remedies Branch
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, S.W.
Washington, D.C. 20201
Telephone: 202.619.2078
Facsimile: 202.205.0604

GSH:

Kenneth Tomlon
President and CEO
and
Leigh Bertholf
Interim Corporate Responsibility Officer
Good Samaritan Health System
10 East 31st Street
Kearney, NE 68848
Telephone: 303.865.7856
Facsimile: 303.865.2930

Catholic Health Initiatives:

Michelle Cooper
Catholic Health Initiatives
1999 Broadway, Suite 2600
Denver, CO 80202-4004
Telephone: 303.298.9100
Facsimile: 303.298.9690

Unless otherwise specified, all notifications and reports required by this CIA may be made by certified mail, overnight mail, hand delivery, or other means, provided that there is proof that such notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt.

VII. OIG INSPECTION, AUDIT AND REVIEW RIGHTS

In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s) may examine or request copies of GSH's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of GSH's locations for the purpose of verifying and evaluating: (a) GSH's compliance with the terms of this CIA; and (b) GSH's compliance with the requirements of the Federal health care programs in which it participates. The documentation described above shall be made available by GSH to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of GSH's employees, contractors, or agents who consent to be interviewed at the individual's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the individual and OIG. GSH shall assist OIG or its duly authorized representative(s) in contacting and arranging

interviews with such individuals upon OIG's request. GSH's employees may elect to be interviewed with or without a representative of GSH present.

VIII. DOCUMENT AND RECORD RETENTION

GSH shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs, or to compliance with this CIA, for six years from the Effective Date (or longer if otherwise required by law).

IX. DISCLOSURES

Consistent with HHS's FOIA procedures, set forth in 45 C.F.R. Part 5, OIG shall make a reasonable effort to notify GSH prior to any release by OIG of information submitted by GSH pursuant to its obligations under this CIA and identified upon submission by GSH as trade secrets, or information that is commercial or financial and privileged or confidential, under the FOIA rules. With respect to such releases, GSH shall have the rights set forth at 45 C.F.R. § 5.65(d).

X. BREACH AND DEFAULT PROVISIONS

GSH is expected to fully and timely comply with all of its CIA obligations.

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, GSH and OIG hereby agree that failure to comply with certain obligations set forth in this CIA may lead to the imposition of the following monetary penalties (hereinafter referred to as "Stipulated Penalties") in accordance with the following provisions.

1. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day GSH fails to have in place any of the obligations described in Section III:

- a. a Compliance Officer;
- b. a Compliance Committee;
- c. a written Code of Conduct;
- d. written Policies and Procedures;

- e. a requirement that Covered Persons be trained; and
- f. a Disclosure Program.

2. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day GSH fails to meet any of the deadlines for the submission of the Implementation Report or the Annual Reports to OIG.

3. A Stipulated Penalty of \$2,000 (which shall begin to accrue on the date the failure to comply began) for each day GSH has an owner, officer, director, employee, contractor, or agent who is an Ineligible Person and that person: (a) has responsibility for, or involvement with, GSH's business operations related to the Federal health care programs; or (b) is in a position for which the person's salary, fee, or the items or services rendered, ordered, or prescribed by the person are paid in whole or part, directly or indirectly, by Federal health care programs or otherwise with Federal funds (the Stipulated Penalty described in this Subsection shall not be demanded for any time period during which GSH can demonstrate that it did not discover the person's exclusion or other ineligibility after making a reasonable inquiry as to the status of the person).

4. A Stipulated Penalty of \$1,500 for each day GSH fails to grant access to the information or documentation as required in Section VII. (This Stipulated Penalty shall begin to accrue on the date GSH fails to grant access.)

5. A Stipulated Penalty of \$5,000 for each false certification submitted by or on behalf of GSH as part of its Implementation Report, Annual Report, additional documentation to a report (as requested by the OIG), or as otherwise required by this CIA.

6. A Stipulated Penalty of \$1,000 for each day GSH fails to comply fully and adequately with any obligation of this CIA. In its notice to GSH, OIG shall state the specific grounds for its determination that GSH has failed to comply fully and adequately with the CIA obligation(s) at issue and steps GSH shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after GSH receives notice from OIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which OIG has sought a Stipulated Penalty under Subsections 1-5 of this Section.

B. Timely Written Requests for Extensions. GSH may, in advance of the due date, submit a timely written request for an extension of time to perform any act or file any notification or report required by this CIA. Notwithstanding any other provision in

this Section, if OIG grants the timely written request with respect to an act, notification, or report, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until one day after GSH fails to meet the revised deadline set by OIG. Notwithstanding any other provision in this Section, if OIG denies such a timely written request, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until three business days after GSH receives OIG's written denial of such request or the original due date, whichever is later. A "timely written request" is defined as a request in writing received by OIG at least five business days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

C. Payment of Stipulated Penalties.

1. *Demand Letter.* Upon a finding that GSH has failed to comply with any of the obligations described in Section X.A and after determining that Stipulated Penalties are appropriate, OIG shall notify GSH of: (a) GSH's failure to comply; and (b) OIG's exercise of its contractual right to demand payment of the Stipulated Penalties (this notification is hereinafter referred to as the "Demand Letter").

2. *Response to Demand Letter.* Within 10 days after the receipt of the Demand Letter, GSH shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) request a hearing before an HHS administrative law judge (ALJ) to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.E. In the event GSH elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until GSH cures, to OIG's satisfaction, the alleged breach in dispute. Failure to respond to the Demand Letter in one of these two manners within the allowed time period shall be considered a material breach of this CIA and shall be grounds for exclusion under Section X.D.

3. *Form of Payment.* Payment of the Stipulated Penalties shall be made by certified or cashier's check, payable to: "Secretary of the Department of Health and Human Services," and submitted to OIG at the address set forth in Section VI.

4. *Independence from Material Breach Determination.* Except as set forth in Section X.D.1.c, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OIG's decision that GSH has materially breached this CIA, which decision shall be made at OIG's discretion and shall be governed by the provisions in Section X.D, below.

D. Exclusion for Material Breach of this CIA.

1. *Definition of Material Breach.* A material breach of this CIA means:

- a. a failure by GSH to report a Material Deficiency, take corrective action, and make the appropriate refunds, as required in Section III.H;
- b. a repeated or flagrant violation of the obligations under this CIA, including, but not limited to, the obligations addressed in Section X.A; or
- c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.C.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by GSH constitutes an independent basis for GSH's exclusion from participation in the Federal health care programs. Upon a determination by OIG that GSH has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify GSH of: (a) GSH's material breach; and (b) OIG's intent to exercise its contractual right to impose exclusion (this notification is hereinafter referred to as the "Notice of Material Breach and Intent to Exclude").

3. *Opportunity to Cure.* GSH shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate to OIG's satisfaction that:

- a. GSH is in compliance with the obligations of the CIA cited by OIG as being the basis for the material breach;
- b. the alleged material breach has been cured; or
- c. the alleged material breach cannot be cured within the 30-day period, but that: (i) GSH has begun to take action to cure the material breach; (ii) GSH is pursuing such action with due diligence; and (iii) GSH has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, GSH fails to satisfy the requirements of Section X.D.3, OIG may exclude GSH from participation in

the Federal health care programs. OIG shall notify GSH in writing of its determination to exclude GSH (this letter shall be referred to hereinafter as the "Exclusion Letter"). Subject to the Dispute Resolution provisions in Section X.E, below, the exclusion shall go into effect 30 days after the date of the Exclusion Letter. The exclusion shall have national effect and shall also apply to all other Federal procurement and nonprocurement programs. Reinstatement to program participation is not automatic. After the end of the period of exclusion, GSH may apply for reinstatement by submitting a written request for reinstatement in accordance with the provisions at 42 C.F.R. §§ 1001.3001-.3004.

E. Dispute Resolution

1. *Review Rights.* Upon OIG's delivery to GSH of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CIA, GSH shall be afforded certain review rights comparable to the ones that are provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. Part 1005 as if they applied to the Stipulated Penalties or exclusion sought pursuant to this CIA. Specifically, OIG's determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an HHS ALJ and, in the event of an appeal, the HHS Departmental Appeals Board (DAB), in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within 10 days after receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for Stipulated Penalties under this CIA shall be: (a) whether GSH was in full and timely compliance with the obligations of this CIA for which OIG demands payment; and (b) the period of noncompliance. GSH shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. OIG shall not have the right to appeal to the DAB an adverse ALJ decision related to Stipulated Penalties. If the ALJ agrees with OIG with regard to a finding of a breach of this CIA and orders GSH to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless GSH requests review of the ALJ decision by the DAB. If the ALJ decision is properly appealed to the DAB and the DAB upholds the determination of OIG, the Stipulated Penalties shall become due and payable 20 days after the DAB issues its decision.

3. *Exclusion Review.* Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a material breach of this CIA shall be:

- a. whether GSH was in material breach of this CIA;
- b. whether such breach was continuing on the date of the Exclusion Letter; and
- c. whether the alleged material breach could not have been cured within the 30-day period, but that: (i) GSH had begun to take action to cure the material breach within that period; (ii) GSH has pursued and is pursuing such action with due diligence; and (iii) GSH provided to OIG within that period a reasonable timetable for curing the material breach and GSH has followed the timetable.

For purposes of the exclusion herein, exclusion shall take effect only after an ALJ decision favorable to OIG, or, if the ALJ rules for GSH, only after a DAB decision in favor of OIG. GSH's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude GSH upon the issuance of an ALJ's decision in favor of OIG. If the ALJ sustains the determination of OIG and determines that exclusion is authorized, such exclusion shall take effect 20 days after the ALJ issues such a decision, notwithstanding that GSH may request review of the ALJ decision by the DAB. If the DAB finds in favor of OIG after an ALJ decision adverse to OIG, the exclusion shall take effect 20 days after the DAB decision. GSH shall waive its right to any notice of such an exclusion if a decision upholding the exclusion is rendered by the ALJ or DAB. If the DAB finds in favor of GSH, GSH shall be reinstated effective on the date of the original exclusion.

XI. EFFECTIVE AND BINDING AGREEMENT

Consistent with the provisions in the Settlement Agreement pursuant to which this CIA is entered, and into which this CIA is incorporated, GSH and OIG agree as follows:

A. This CIA shall be binding on the successors, assigns, and transferees of GSH;

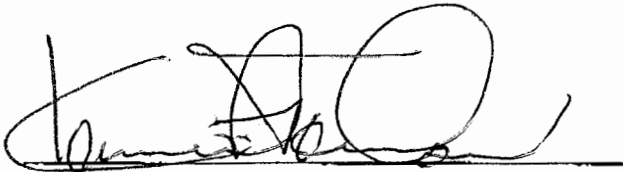
B. This CIA shall become final and binding on the date the final signature is obtained on the CIA;

C. Any modifications to this CIA shall be made with the prior written consent of the parties to this CIA; and

D. OIG may agree to a suspension of GSH's obligations under the CIA in the event of GSH's cessation of participation in Federal health care programs. If GSH withdraws from participation in Federal health care programs and is relieved of its CIA obligations by OIG, GSH shall notify OIG at least 30 days in advance of GSH's intent to reapply as a participating provider or supplier with the Federal health care programs. Upon receipt of such notification, OIG shall evaluate whether the CIA should be reactivated or modified.

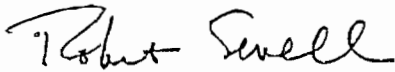
E. The undersigned GSH signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG signatory represents that he is signing this CIA in his official capacity and that he is authorized to execute this CIA.

ON BEHALF OF GOOD SAMARITAN HOSPITAL



KENNETH TOMLON
President and Chief Executive Officer
Good Samaritan Hospital

8/27/03
DATE



ROBERT SEVELL
Foley & Lardner

8/22/03
DATE

ON BEHALF OF THE OFFICE OF INSPECTOR GENERAL
OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Larry J. Goldberg

LARRY J. GOLDBERG

Assistant Inspector General for Legal Affairs
Office of Inspector General
U. S. Department of Health and Human Services

Aug. 23 2003

DATE

OVERPAYMENT REFUND

TO BE COMPLETED BY MEDICARE CONTRACTOR

Date: Contractor Deposit Control # Date of Deposit: Contractor Contact Name: Phone # Contractor Address: Contractor Fax:

TO BE COMPLETED BY PROVIDER/PHYSICIAN/SUPPLIER

Please complete and forward to Medicare Contractor. This form, or a similar document containing the following information, should accompany every voluntary refund so that receipt of check is properly recorded and applied.

PROVIDER/PHYSICIAN/SUPPLIER NAME ADDRESS PROVIDER/PHYSICIAN/SUPPLIER # CHECK NUMBER# CONTACT PERSON: PHONE # AMOUNT OF CHECK \$ CHECK DATE

REFUND INFORMATION

For each Claim, provide the following:

Patient Name HIC # Medicare Claim Number Claim Amount Refunded \$ Reason Code for Claim Adjustment: (Select reason code from list below. Use one reason per claim) (Please list all claim numbers involved. Attach separate sheet, if necessary)

Note: If Specific Patient/HIC/Claim #/Claim Amount data not available for all claims due to Statistical Sampling, please indicate methodology and formula used to determine amount and reason for overpayment:

For Institutional Facilities Only:

Cost Report Year(s) (If multiple cost report years are involved, provide a breakdown by amount and corresponding cost report year.)

For OIG Reporting Requirements:

Do you have a Corporate Integrity Agreement with OIG? Yes No

Reason Codes:

- Billing/Clerical Error: 01 - Corrected Date of Service, 02 - Duplicate, 03 - Corrected CPT Code, 04 - Not Our Patient(s), 05 - Modifier Added/Removed, 06 - Billed in Error, 07 - Corrected CPT Code; MSP/Other Payer Involvement: 08 - MSP Group Health Plan Insurance, 09 - MSP No Fault Insurance, 10 - MSP Liability Insurance, 11 - MSP, Workers Comp. (Including Black Lung), 12 - Veterans Administration; Miscellaneous: 13 - Insufficient Documentation, 14 - Patient Enrolled in an HMO, 15 - Services Not Rendered, 16 - Medical Necessity, 17 - Other (Please Specify)

