CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
S.I.R. MANAGEMENT, INC.

I. PREAMBLE

S.I.R. Management, Inc. for itself and the "Covered Facilities," as identified in I.A. below, (collectively "S.I.R.") hereby enter 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 ensure compliance by S.I.R., the "Covered Facilities, their owners, directors, and employees[1]; and all contractors and agents, including but not limited to Preferred Bookeeping, Inc., responsible for the preparation of claims, reports or other requests for reimbursement for items or services reimbursable by Federal health care programs, with the requirements of Medicare, Medicaid and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f))(hereinafter collectively referred to as the "Federal health care programs") (collectively, "Covered Persons"). S.I.R.'s compliance with the terms and conditions in this CIA shall constitute an element of S.I.R.'s present responsibility with regard to participation in the Federal health care programs.

This Agreement is being entered into in conjunction with and as part of a Settlement Agreement between the United States, Bryan Barrish and Michael Giannini(collectively "Barrish/Giannini") and S.I.R. Barrish/Giannini have an ownership interest in S.I.R. and certain nursing home entities and related entities in the State of Illinois that are managed by S.I.R. Pursuant to the Settlement Agreement, Barrish/Giannini have agreed to be excluded pursuant to 42 U.S.C. § 1320a-7(a)(1) from participation in the Federal health care programs for 5 years from the effective date of that Agreement. Barrish/Giannini, including any "Immediate Family Member and/or Member of Household" (as defined in 42 U.S.C. § 1320a-7(j)) to whom a transfer of

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[1]This term does not include part-time or per diem employees who are not reasonably expected to work more than 160 hours per year, except that any such individuals shall become "Covered Persons" at the point when they work more than 160 hours during any 12 month period.

ownership was made in anticipation of or following the conviction of Barrish/Giannini on February 23, 2000 (hereinafter "prohibited Family/Household Member"), agree, subject to Section II.D below, for the duration of their exclusion and this CIA, to place their respective ownership interests in S.I.R. and the Covered Facilities into a trust as set forth in one or more trusts pursuant to the terms of the trust agreement(s) (attached as Exhibit B and C to the Settlement Agreement). Therefore, Barrish/Giannini hereby agree and attest by affidavit (attached as Exhibit D and E to the Settlement Agreement) that for the duration of this CIA, Barrish/Giannini, including any prohibited Family/Household member, does not and/or will not participate in any of the management or control of the operations of S.I.R., the Covered Facilities, and/or any entity that meets the definition of "Covered Person" as set forth above (e.g., Preferred Bookeeping).

II. SCOPE OF CIA

A. In addition to S.I.R. this CIA pertains to and covers the following nursing home facilities (hereinafter "the Covered Facilities" or "Covered Facility"):

1. Maplewood Care, Inc.
2. Elmwood Care, Inc.
3. Highland Park Health Care Center, Inc.
4. Columbus Nursing and Rehabilitation Center, Inc.
5. Fairview Nursing Plaza, Inc.
6. Pebblebrook Nursing and Rehabilitation, LLC ("Pebblebrook")[2]

B. S.I.R. agrees that it will implement the provisions of this CIA at each of the Covered Facilities, and cause the Covered Persons at such Covered Facilities to comply with the terms of this CIA.

C. Subject to the provisions of this sub-paragraph (C), it is expressly understood that this CIA shall not apply to any facility that is not a Covered Facility as identified in

[2]S.I.R. represents and warrants that it does not manage Pebblebrook or Light House Hospice. Pebblebrook and Light House Hospice shall be "Covered Facilities" only to the following extent: (1) Barrish/Giannini's ownership interests in Pebblebrook and/or Light House Hospice must be placed in a trust pursuant to Section I of this CIA; and (2) Barrish/Giannini must attest by affidavit that they do not participate in the management or control of Pebblebrook and/or Light House Hospice. However, if at any point during this CIA, Pebblebrook and/or Light House Hospice is managed by S.I.R., then S.I.R. shall treat Pebblebrook and/or Light House Hospice as a "Covered Facility" with respect to all provisions of the CIA.

Section I.A. above. Except as set forth in Section II.D. below, if, after the effective date of this CIA and during the term of this CIA, Barrish/Giannini acquire ownership or control interest (as defined in 42 U.S.C. § 1320a-3(a)(3)) in any nursing home entity that participates in the Federal health care programs, such entity shall become a Covered Facility or Covered Person, if other than a nursing home, and be subject to this CIA as set forth herein.

D. Barrish/Giannini and the OIG agree that Barrish/Giannini hold ownership interests in four Intermediate Care Facilities ("ICF's"), i.e., facilities that treat patients with mental illness. These four ICF's, i.e., Albany Care, L.L.C., Wilson Care, L.L.C., Greenwood Care, L.L.C., and Bryn Mawr Care, L.L.C. ("designated ICF's") shall not be treated as Covered Facilities upon execution of this CIA. The ownership interests of Barrish/Giannini in the designated ICF's shall not be required to be placed in a trust so long as the Federal funding for the designated ICF's remains no more than at 5% of total annual revenues. In the event that Federal funding for any designated ICF exceeds 5% of total annual revenues for that designated ICF, then that designated ICF shall become a Covered Facility and the ownership interests must be placed into the same or similar trust, as set forth in Exhibit A to this CIA.

E. S.I.R. agrees that, except in the case of a bona fide sale or other arms-length transaction to a third party pursuant to Section XII.A *infra*, it will not assign its management responsibilities for any of its Covered Facilities, unless that new manager is also made a party to this CIA.

III. TERM OF THE CIA

The period of the compliance obligations assumed by S.I.R. under this CIA shall be 5 years from the effective date of this CIA (unless otherwise specified). The effective date of this CIA shall be the date on which the final signatory of this CIA executes this CIA.

Sections VIII, IX, X, XI, and XII shall remain in effect until OIG has completed its review of the final annual report and any additional materials submitted by S.I.R. pursuant to OIG's request.

IV. CORPORATE INTEGRITY OBLIGATIONS

S.I.R. hereby agrees to establish a Compliance Program that includes the following elements:

A. Compliance Officer and Committee.

1. *Compliance Officer.* Within 120 days after the effective date of this CIA, S.I.R. 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 a member of senior management of S.I.R., shall make periodic reports regarding compliance matters directly to the CEO (at least semi-annual) and to the Board of Directors (as appropriate) of S.I.R. and to the Board of Directors of each of the Covered Facilities as it relates to that Covered Facility and shall be authorized to report on such matters to the Board of Directors at any time. The Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by S.I.R. as well as for any reporting obligations created under this CIA.

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, must be reported to OIG, in writing, within 15 days of such a change.

2. *Compliance Committee.* Within 120 days of the effective date of this CIA, S.I.R. shall appoint a Compliance Committee. The Compliance Committee shall, at a minimum, include the Compliance Officer, a Compliance Liaison representing each of the Covered Facilities and any other members of senior management necessary to meet the requirements of this CIA (e.g., senior executives of each major department, such as billing, clinical, human resources, audit, and operations). The Compliance Officer shall chair the Compliance Committee and the Compliance 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).

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, must be reported to OIG, in writing, within 15 days of such a change.

3. *Quality Assurance Committee.* To the extent not already established, within 120 days of the effective date of this CIA, S.I.R. shall establish a Quality Assurance Compliance Committee ("Q/A Committee"), the purpose of which shall be to

address issues concerning quality of care at the Covered Facilities. At a minimum, the Q/A Committee shall include the Compliance Officer, a Compliance Liaison representing each of the Covered Facilities, senior management with overall responsibility for the Covered Facilities and their clinical operations, and any other appropriate officers or individuals necessary to thoroughly implement the requirements of this CIA that relate to quality of care in the Covered Facilities

Any changes in the composition of the Q/A Committee, or any actions or changes that would affect the Q/A Committee's ability to perform the duties necessary to meet the obligations in this CIA, must be reported to OIG, in writing, within 15 days of such a change.

B. Written Standards.

1. *Code of Conduct.* Within 120 days of the effective date of this CIA, S.I.R. shall establish a Code of Conduct. The Code of Conduct shall be distributed to all Covered Persons within 120 days of the effective date of this CIA. S.I.R. 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. S.I.R.'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. S.I.R.'s requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with S.I.R.'s own Policies and Procedures as implemented pursuant to section IV.B.2 (including the requirements of this CIA);

c. the requirement that all of S.I.R.'s Covered Persons shall be expected to report to the Compliance Officer or other individual designated by the S.I.R. suspected violations of any Federal health care program requirements or of S.I.R.'s own Policies and Procedures;

d. the possible consequences to both S.I.R. and Covered Persons of failure to comply with all Federal health care program requirements

and with S.I.R.'s own Policies and Procedures or of failure to report such non-compliance; and

e. the right of all individuals to use the Disclosure Program described in section IV.E, and S.I.R.'s commitment to maintain confidentiality, as appropriate, and non-retaliation with respect to disclosures.

Within 120 days of the effective date of the CIA, each Covered Person shall certify, in writing, that he or she has received, read, understood, and will abide by S.I.R.'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 of the effective date of the CIA, whichever is later.

S.I.R. shall annually review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions based on such a review. Any such revised Code of Conduct shall be distributed within 30 days of finalizing such changes. Covered Persons shall certify that they have received, read, understood and will abide by the revised Code of Conduct within 30 days of the distribution of such revisions.

2. *Policies and Procedures.* Within 120 days of the effective date of this CIA, S.I.R. shall implement written Policies and Procedures regarding the operation of S.I.R.'s compliance program and its compliance with Federal health care program requirements. At a minimum, the Policies and Procedures shall address:

a. the subjects relating to the Code of Conduct identified in section IV.B.1;

b. Measures designed to ensure that S.I.R. fully complies with Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v, and all regulations, directives, and guidelines promulgated pursuant to these statutes, including, but not limited to, 42 C.F.R. Parts 424, 482, and 483, and any other state or local statutes, regulations, directives, or guidelines that address quality of care in nursing homes;

c. Measures designed to ensure that S.I.R. complies with all requirements applicable to Medicare's Prospective Payment System ("PPS") for skilled nursing facilities, including, but not limited to:

ensuring the accuracy of the clinical data required under the Minimum Data Set ("MDS") as specified by the Resident Assessment Instrument User's Manual; ensuring that facilities are appropriately and accurately using the current Resource Utilization Groups ("RUG") classification system; and ensuring the accuracy of billing and cost report preparation policies and procedures;

d. Measures designed to ensure the coordinated interdisciplinary approach to providing care to nursing home residents, including, but not limited to, resident assessment and care planning; nutrition and hydration; special needs; wound care; infection control; abuse and neglect policies and reporting procedures; protection from harm procedures; appropriate drug therapies; appropriate mental health services; provision of basic care needs; resident rights and restraint use; activities of daily living ("ADL") care, including incontinence care; therapy services; quality of life, including accommodation of needs and activities; and assessment of resident capability to make treatment decisions.

Within 120 days of the effective date of the CIA, the relevant portions of the Policies and Procedures shall be made available to all individuals whose job functions are related to those Policies and Procedures. Appropriate and knowledgeable staff should be available to explain the Policies and Procedures.

At least annually (and more frequently if appropriate), S.I.R. shall assess and update as necessary the Policies and Procedures. Within 30 days of the effective date of any revisions, the relevant portions of any such revised Policies and Procedures shall be made available to all individuals whose job functions are related to those Policies and Procedures.

C. Training and Education.

1. *General Training.* Within 120 days of the effective date of this CIA, S.I.R. shall provide at least two hours of general training to each Covered Person. This training, at a minimum, shall explain S.I.R.'s:

a. CIA requirements; and

b. Compliance Program (including the Code of Conduct and the Policies and Procedures as they pertain to general compliance issues).

New Covered Persons shall receive the general training described above within 30 days of becoming a Covered Person or within 120 days after the effective date of this CIA, whichever is later. After receiving the initial training described above, each Covered Person shall receive at least one hour of general training annually.

2. *Specialized Billing Training.* Within 120 days of the effective date of this CIA, each Covered Person who is involved in the preparation or submission of claims for reimbursement from any Federal health care program (hereinafter referred to as "Relevant Covered Persons") shall receive at least 4 hours of specialized training in addition to the general training required above. This specialized training shall include a discussion of:

a. the submission of accurate bills for services rendered to Federal health care program beneficiaries;

b. policies, procedures and other requirements applicable to the documentation of medical records;

c. the personal obligation of each individual involved in the billing process to ensure that such billings are accurate;

d. applicable reimbursement statutes, regulations, and program requirements and directives;

e. the legal sanctions for improper billings; and

f. examples of proper and improper billing practices.

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

3. *Specialized Clinical Training.* Within 120 days of the effective date of this CIA, each Covered Person who is involved in the delivery of patient care items or services (hereinafter referred to as "Relevant Covered Persons") shall receive at least 4 hours of specialized training in addition to the general training required above. This specialized training shall include a discussion of:

a. policies, procedures, and other Federal health care prgoram requirements applicable to the documentation of medical records;

b. the coordinated interdisciplinary approach to providing care to residents, including, but not limited to, resident assessment and care planning; nutrition; diabetes care; wound care; infection control; abuse and neglect policies and reporting procedures; appropriate drug therapies; appropriate mental health services; provision of basic care needs; incontinence care; resident rights and restraint use; ADL care; therapy services; quality of life, including accommodation of needs and activities; and assessment of the resident's competence to make treatment decisions.

Relevant Covered Persons shall receive all applicable training within 30 days of the beginning of their employment or becoming Relevant Covered Persons or within 120 days of the effective date of this CIA, whichever is later. A S.I.R. employee who has completed all of the applicable training shall review a new Relevant Covered Person's work, to the extent that the work relates to the delivery of patient care items or services and/or in the preparation or submission of claims for reimbursement from any Federal health care program, until such time as the new Relevant Covered Person completes all applicable training.

After receiving the initial training described in this section, every Relevant Covered Person shall receive at least 3 hours of applicable specialized training annually.

3. *Certification.* Each individual who is required to attend training shall certify, in writing, 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 his or her designee) shall retain the certifications, along with all course materials. These shall be made available to OIG, upon request.

D. Review Procedures.

1. *General Description.*

a. Retention of Independent Review Organization. Within 120 days of the effective date of this CIA, S.I.R. shall retain an entity (or entities), such as an accounting, auditing or consulting firm (hereinafter "Independent Review Organization" or "IRO"), to

perform review engagements to assist S.I.R. in assessing and evaluating its billing and coding practices and systems, and its compliance obligations pursuant to this CIA and the Settlement Agreement. Each IRO retained by S.I.R. shall have expertise in the billing, coding, reporting and other requirements of the particular section of the health care industry pertaining to this CIA and in the general requirements of the Federal health care program(s) from which S.I.R. seeks reimbursement. Each IRO shall assess, along with S.I.R., whether it can perform the IRO engagement in a professionally independent fashion taking into account any other business relationships or other engagements that may exist. The IRO(s) engagement shall address and analyze S.I.R.'s billing and coding to the Federal health care programs ("Claims Review") and shall analyze whether S.I.R. sought payment for certain unallowable costs ("Unallowable Cost Review"). Collectively, these reviews shall be referred to as the "Billing Engagement."

b. Frequency of Claims Review and Billing Engagement. The Claims Review element of the Billing Engagement shall be performed annually and shall cover each of the one-year periods of the CIA beginning with the effective date of this CIA. The IRO(s) shall perform all components of each annual Claims Review. The Unallowable Cost Review shall be performed by the IRO in the first year only of this CIA.

c. Retention of Records. The IRO and S.I.R. shall retain and make available to the OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO and S.I.R. related to the engagements).

2. Claims Review. The Claims Review shall include a Discovery Sample and, if necessary, a Full Sample. The applicable definitions, procedures, and reporting requirements are outlined in Appendix A to this CIA, which is incorporated by reference.

a. Discovery Sample. The IRO shall randomly select and review a sample of 50 Medicare Paid Claims submitted by or on behalf of S.I.R. The Paid Claims shall be reviewed based on the supporting documentation available at S.I.R. or under S.I.R.'s control and

applicable billing and coding regulations and guidance to determine whether the claim submitted was correctly coded, submitted and reimbursed.

b. Results of Discovery Sample. If the Error Rate (as defined in Appendix A) is less than 5%, no additional sampling is required, nor is the Systems Review required. (Note: The threshold listed above does not imply that this is an acceptable error rate. Accordingly, S.I.R. should, as appropriate, further analyze any errors identified in the Discovery Sample. S.I.R. recognizes that the OIG or other HHS component, in its discretion and as authorized by law, regulation, or other appropriate authority may also analyze or review Paid Claims included, or errors identified, in the Discovery Sample.)

If the Discovery Sample indicates that the Error Rate is 5% or greater, the IRO shall perform a Full Sample and a Systems Review, as described below.

c. Full Sample. If necessary, as determined by procedures set forth in Section IV.D.2.b, the IRO shall perform an additional sample of Paid Claims using commonly accepted sampling methods and in accordance with Appendix A. The Full Sample should be designed to estimate the actual Overpayment in the population with a 90% confidence level and with a maximum relative precision of 25% of the point estimate. The Paid Claims shall be reviewed based on supporting documentation available at S.I.R. or under S.I.R.'s control and applicable billing and coding regulations and guidance to determine whether the claim submitted was correctly coded, submitted, and reimbursed. For purposes of calculating the size the Full Sample, the Discovery Sample may serve as the probe sample, if statistically appropriate. Additionally, S.I.R. may use the Items sampled as part of the Discovery Sample, and the corresponding findings for those 50 Items, as part of its Full Sample. The OIG, in its full discretion, may refer the findings of the Full Sample (and any related workpapers) received from S.I.R. to the appropriate Federal health care program payor, including the Medicare contractor (*e.g.*, carrier, fiscal intermediary, or DMERC), for appropriate follow-up by that payor.

d. Systems Review. If S.I.R's Discovery Sample identifies an Error Rate of 5% or greater, S.I.R.'s IRO shall also conduct a Systems Review. Specifically, for each claim in the Discovery Sample and Full Sample that resulted in an Overpayment, the IRO should perform a "walk through" of the system(s) and process(es) which generated the claim to identify any problems or weaknesses that may have resulted in the identified Overpayments. The IRO shall provide to S.I.R. observations and recommendations on suggested improvements to the system(s) and the process(es) which generated the claim.

e. Repayment of Identified Overpayments. In accordance with section IV.H. of the CIA, S.I.R. agrees to repay within thirty (30) days any Overpayment(s) identified in the Discovery Sample or the Full Sample (if applicable), regardless of the Error Rate, to the appropriate payor and in accordance with payor refund policies. S.I.R. agrees to make available to the OIG any and all documentation that reflects the refund of the Overpayment to the payor and the associated documentation.

3. *Unallowable Costs Review.* In addition to the Claims Review described above, the IRO shall in the first year only of the CIA determine whether S.I.R. has complied with its obligations not to charge to, or otherwise seek payment from, Federal or State payors for unallowable costs (as defined in the Settlement Agreement) and its obligation to identify to applicable Federal or State payors any unallowable costs included in payments previously sought from the United States, or any State Medicaid program. This unallowable cost analysis shall include, but not be limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by S.I.R. or any of its subsidiaries, and to request, and agree, that such cost reports, cost statements, information reports or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. In making this determination, the IRO may need to review cost reports and/or financial statements from the year in which of the Settlement Agreement was executed, as well as from previous years.

4. *Billing Engagement Report.* The IRO shall prepare a report based upon the Billing Engagement performed (the "Billing Engagement Report"). The Billing Engagement Report shall include:

a. a description of S.I.R.'s billing and coding system(s), including the identification, by position description, of the personnel involved in coding and billing;

b. the IRO's findings, supporting rationale, and a summary of such findings and rationale regarding the Claims Review, including the results of the Discovery Sample and the results of the Full Sample (if any) with the gross Overpayment amount, the net Overpayment amount and the corresponding Error Rate(s) related to the net Overpayment. Note: for the purposes of this reporting, any potential cost settlements or other supplemental payments should not be included in the net Overpayment calculation. Rather, only underpayments identified as part of the Discovery Sample or Full Sample (as applicable) shall be included as part of the net Overpayment calculation;

c. the IRO's findings and recommendations concerning the Systems Review (if any); and

d. the IRO's findings and supporting rationale regarding the Unallowable Costs Review and whether S.I.R. has complied with its obligation not to charge to, or otherwise seek payment from, Federal or State payors for unallowable costs (as defined in the Settlement Agreement) and its obligation to identify to applicable Federal or State payors any unallowable costs included in payments previously sought from such payor.

5. *Validation Review.* In the event the OIG has reason to believe that: (a) S.I.R.'s Billing Engagement fails to conform to the requirements of this CIA; or (b) the IRO's findings or Billing Engagement results are inaccurate, the OIG may, at its sole discretion, conduct its own review to determine whether the Billing Engagement complied with the requirements of the CIA and/or the findings or Billing Engagement results are inaccurate. S.I.R. agrees to pay for the reasonable cost of any such review performed by the OIG or any of its designated agents so long as it is initiated before one year

after S.I.R.'s final submission (as described in section II) is received by the OIG.

Prior to initiating a Validation Review, the OIG shall notify S.I.R. of its intent to do so and provide an explanation for believing why such a review is necessary. In order to resolve any concerns raised by the OIG, S.I.R. may request a meeting with the OIG to discuss the results of any Engagement submissions or any Claims Review findings; present any additional or relevant information to clarify the results of the Engagements or to correct the inaccuracy of the Claims Review; and/or propose alternatives to the proposed Validation Review. S.I.R. agrees to provide any additional information as may be requested by the OIG under this section in an expedited manner. The OIG will attempt in good faith to resolve any Billing Engagement and/or Claims Review issues with S.I.R. prior to conducting a Validation Review. However, the final determination as to whether or not to proceed with a Validation Review shall be made at the sole discretion of the OIG.

6. *Independence Certification.* The IRO shall include in its report(s) to S.I.R. a certification or sworn affidavit that it has evaluated its professional independence with regard to the Billing Engagement and that it has concluded that it was, in fact, independent.

E. Disclosure Program.

Within 120 days after the effective date of this CIA, S.I.R. shall establish a Disclosure Program, that must include a mechanism (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 S.I.R.'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. S.I.R. shall appropriately publicize the existence of the disclosure mechanism (e.g., via periodic e-mails to employees or by posting the information in prominent common areas).

The Disclosure Program shall emphasize a non-retribution, non-retaliation policy, and shall include a reporting mechanism for anonymous, confidential communications. 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, S.I.R. 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 his or her 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 any individual or entity who: (a) is currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (b) has been convicted of a criminal offense related to the provision of health care items or services, but has not yet been excluded, debarred or otherwise declared ineligible.

2. *Screening Requirements.* S.I.R. shall not hire as employees or engage as contractors any Ineligible Person. To prevent hiring or contracting with any Ineligible Person, S.I.R. shall screen all prospective employees and prospective contractors prior to engaging their services by: (a) requiring applicants to disclose whether they are Ineligible Persons; and (b) reviewing 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://www.hhs.gov/oig) (these lists will hereinafter be referred to as the "Exclusion Lists").

3. *Review and Removal Requirement.* Within 120 days of the effective date of this CIA, S.I.R. shall review its list of current employees and contractors against the Exclusion Lists. Thereafter, S.I.R. shall review its list of current employees and contractors against the Exclusion Lists annually. In addition, S.I.R. shall require employees and contractors to disclose immediately any debarment, exclusion or other event that makes the employee an Ineligible Person.

If S.I.R. has notice that an employee or contractor has become an Ineligible Person, S.I.R. shall remove such person from responsibility for, or involvement with, S.I.R.'s business operations related to the Federal health care programs and shall remove such person from any position for which the person's salary 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 S.I.R. has notice that an employee or contractor is charged with a criminal offense related to any Federal health care program, or is proposed for exclusion during his or her employment or contract, the S.I.R. shall take all appropriate actions to ensure that the responsibilities of that employee or contractor have not and shall not adversely affect the quality of care rendered to any beneficiary, patient or resident, or the accuracy of any claims submitted to any Federal health care program.

G. Notification of Government Investigation or Legal Proceedings.

Within 30 days of discovery, S.I.R. shall notify OIG, in writing, of any ongoing investigation or legal proceeding conducted or brought by a governmental entity or its agents involving an allegation that S.I.R. 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. S.I.R. shall also provide written notice to OIG within 30 days of 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 S.I.R. 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, S.I.R. identifies or learns of any overpayments, S.I.R. shall notify the payor (e.g., Medicare fiscal intermediary or carrier) within 30 days of identification of the overpayment and take remedial steps within 60 days of discovery (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the overpayments from recurring. Also, within 30 days of identification of any overpayment other than from Illinois Medicaid[3], S.I.R. shall repay the overpayment to the appropriate payor to the extent such overpayment has been quantified. If not yet quantified, within 30 days of identification, S.I.R. shall notify the payor 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 contractor should be done in accordance with the contractor policies, and for Medicare contractors, must include the information contained on the Overpayment Refund Form, provided as Appendix B 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 payor 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:

(i) a substantial overpayment; or

(ii) a matter that a reasonable person would consider a potential violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized.

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[3] In the case of overpayments from Illinois Medicaid S.I.R. shall satisfy this section by sending in the required notice of overpayment to Illinois Medicaid and taking the appropriate corrective action.

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

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

(i) If the Material Deficiency results in an overpayment, the report to the OIG shall be made at the same time as the notification to the payor required in section IV.H.1, and, except for Illinois Medicaid overpayments, shall include all of the information on the Overpayment Refund Form, as well as:

(A) the payor'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) on which the overpayment was repaid/refunded;

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

(iii) a description of S.I.R.'s actions taken to correct the Material Deficiency; and

(iv) any further steps S.I.R. plans to take to address the Material Deficiency and prevent it from recurring.

c. Notwithstanding the foregoing, absent extenuating circumstances such that reporting would be appropriate, S.I.R. shall be required to report only those state survey deficiencies at a Covered Facility with a scope and severity rating of "G" or above that are determined to constitute a material deficiency.

I. Applicability of CIA Obligations to Service Provider Contractor and Agents.

S.I.R. shall take the following steps regarding any contractor or agent (whether an individual person or an entity) of S.I.R. who provides a health care service that is reimbursable by Federal health care programs: (1) require in its contract with the contractor or agent that the contractor or agent acknowledge S.I.R.'s compliance program and Code of Conduct and commit to perform his/her/its responsibilities in a manner consistent with the S.I.R. compliance program and Code of Conduct; (2) ensure that the Code of Conduct and the relevant portions of the policies and procedures described in Section IV.B.2, and a description of the Disclosure Program are provided to the contractor or agent[4]; and (3) make its training programs available to contractors and agents.

V. NEW BUSINESS UNITS OR LOCATIONS

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

VI. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 150 days after the effective date of this CIA, S.I.R. 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, position description, and summary of other non-compliance job responsibilities of the Compliance Officer required by section IV.A;

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[4] In the event the contractor or agent is an entity then S.I.R. shall be required to distribute only one copy of the acknowledgement form, Code of Conduct, and relevant policies and procedures to the entity but S.I.R. shall require as a condition of contracting with the entity that the entity distribute the aforementioned documents to its employees who are providing the contracted services at S.I.R. covered facilities.

2. the names and positions of the members of the Compliance Committee required by section IV.A;

3. a copy of S.I.R.'s Code of Conduct required by section IV.B.1;

4. a copy of all compliance-related Policies and Procedures required by section IV.B.2 and a summary of all other Policies and Procedures required by section IV.B.2;

5. a copy of all training materials used for the training required by section IV.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 IV.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 required by section IV.B.1; and

c. all Covered Persons have completed the applicable training and executed the certification(s) required by section IV.C.;

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

7. a description of the Disclosure Program required by section IV.E;

8. the identity of the IRO(s), a summary/description of all engagements between S.I.R. and the IRO, including, but not limited to, any outside financial audits, compliance program engagements, or reimbursement consulting, and the proposed start and completion dates of the first annual review;

9. a certification from the IRO regarding its professional independence from the S.I.R.;

10. a summary of personnel actions (other than hiring) taken pursuant to section IV.F.;

11. a list of all of S.I.R.'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 contractor's name and address that issued each provider identification number;

12. to the extent not already furnished to OIG, or if modified, a description of S.I.R.'s corporate structure, including identification of any parent and sister companies, subsidiaries and their respective lines of business; and

13. the certification required by section VI.C.

B. Annual Reports. S.I.R. shall submit to OIG Annual Reports with respect to the status of, and findings regarding, S.I.R.'s compliance activities for each of the five one-year periods beginning on the effective date of the CIA. (The one-year period covered by each Annual Report shall be referred to as "the Reporting Period").

Each Annual Report shall include:

1. any change in the identity, position description, or other non-compliance job responsibilities of the Compliance Officer and any change in the membership of the Compliance Committee described in section IV.A;

2. a certification by the Compliance Officer that:

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

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

c. S.I.R. has complied with its obligations under the Settlement Agreement: (i) not to resubmit to any Federal health care program

payors any previously denied claims related to the Covered Conduct addressed in the Settlement Agreement, and not to appeal any such denials of claims; (ii) not to charge to or otherwise seek payment from Federal or State payors for unallowable costs (as defined in the Settlement Agreement); and (iii) 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 IV.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 IV.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 complete copy of all reports prepared pursuant to the IRO's billing and compliance engagements, including a copy of the methodology used, along with a copy of the IRO's engagement letter;

6. S.I.R.'s response and corrective action plan(s) related to any issues raised by the IRO(s);

7. a revised summary/description of all engagements between S.I.R. and the IRO, including, but not limited to, any outside financial audits, compliance program engagements, or reimbursement consulting, if different from what was submitted as part of the Implementation Report;

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

9. a report of the aggregate overpayments that have been returned to the Federal health care programs. Overpayment amounts should be broken down into the following categories: inpatient Medicare, outpatient Medicare, Medicaid (report each applicable state separately) and other Federal health care programs;

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

11. a description of any personnel actions (other than hiring) taken by S.I.R. as a result of the obligations in section IV.F, and the name, title, and responsibilities of any person that falls within the ambit of section IV.F.4, and the actions taken in response to the obligations set forth in that section;

12. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to section IV.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;

13. a description of all changes to the most recently provided list (as updated) of S.I.R.'s locations (including locations and mailing addresses) as required by section VI.A.10, the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, each location's Federal health care program provider identification number(s), and the contractor name and address that issued each provider identification number; and

14. the certification required by section VI.C.

The first Annual Report shall be received by the 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) except as otherwise described in the applicable report, S.I.R. is in compliance with all of the requirements of this CIA, to the best of his or her knowledge; 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: S.I.R. 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. S.I.R. shall refrain from identifying any information as exempt from disclosure if that information does not meet the criteria for exemption from disclosure under FOIA.

VII. NOTIFICATIONS AND SUBMISSION OF REPORTS

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

OIG:

Civil Recoveries Branch - Compliance Unit
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, SW
Washington, DC 20201
Phone 202.619.2078
Fax 202.205.0604

S.I.R.:

Ron Nunziato
c/o S.I.R. Management, Inc.
6840 North Lincoln Ave.
Lincolnwood, IL 60648
Phone: 847-675-7979
Fax: 847-675-0555

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.

VIII. 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 S.I.R.'s books, records, and other documents and supporting materials and/or conduct on-site reviews of any of S.I.R.'s locations for the purpose of verifying and evaluating: (a) S.I.R.'s compliance with the terms of this CIA; and (b) S.I.R.'s compliance with the requirements of the Federal health care programs in which it participates. The documentation described above shall be made available by S.I.R. 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 S.I.R.'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. S.I.R. agrees to assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. S.I.R.'s employees may elect to be interviewed with or without a representative of S.I.R. present.

IX. DOCUMENT AND RECORD RETENTION

S.I.R. shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs, or to compliance with this CIA, for 6 years (or longer if otherwise required by law).

X. DISCLOSURES

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

any information as exempt from release if that information does not meet the criteria for exemption from disclosure under FOIA.

XI. BREACH AND DEFAULT PROVISIONS

S.I.R. 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, S.I.R. 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 S.I.R. fails to have in place any of the following obligations described in section IV:

a. a Compliance Officer;

b. a Compliance Committee and Q/A 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 S.I.R. fails to retain an IRO, as required in section IV.D.

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

4. A Stipulated Penalty of $2,000 (which shall begin to accrue on the date the failure to comply began) for each day S.I.R. employs or contracts with an Ineligible

Person and that person: (i) has responsibility for, or involvement with, S.I.R.'s business operations related to the Federal health care programs; or (ii) is in a position for which the person's salary 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 paragraph shall not be demanded for any time period during which S.I.R. can demonstrate that it did not discover the person's exclusion or other ineligibility after making a reasonable inquiry (as described in section IV.F) as to the status of the person).

5. A Stipulated Penalty of $1,500 for each day S.I.R. fails to grant access to the information or documentation as required in section VIII of this CIA. (This Stipulated Penalty shall begin to accrue on the date S.I.R. fails to grant access.)

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

B. Timely Written Requests for Extensions. S.I.R. 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 S.I.R. 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 S.I.R. 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 S.I.R. has failed to comply with any of the obligations described in section XI.A and after determining that Stipulated Penalties are appropriate, OIG shall notify S.I.R. of: (a) S.I.R.'s failure to comply; and (b) the 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 of the receipt of the Demand Letter, S.I.R. 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 XI.E. In the event S.I.R. elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until S.I.R. 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 XI.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 VII.

4. *Independence from Material Breach Determination.* Except as set forth in section XI.D.1.c, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OIG's decision that S.I.R. has materially breached this CIA, which decision shall be made at OIG's discretion and shall be governed by the provisions in section XI.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 S.I.R. to report a material deficiency, take corrective action and make the appropriate refunds, as required in section IV.H;

b. a repeated or flagrant violation of the obligations under this CIA, including, but not limited to, the obligations addressed in section XI.A;

c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with section XI.C; or

d. a failure to retain and use an Independent Review Organization in accordance with section IV.D.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by S.I.R. constitutes an independent basis for S.I.R.'s exclusion from participation in the Federal health care programs. Upon a determination by OIG that S.I.R. has materially breached this CIA and that exclusion should be imposed, OIG shall notify S.I.R. of: (a) S.I.R.'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.* S.I.R. 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. S.I.R. is in compliance with the obligations of the CIA cited by the 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) S.I.R. has begun to take action to cure the material breach; (ii) S.I.R. is pursuing such action with due diligence; and (iii) S.I.R. has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If at the conclusion of the 30-day period, S.I.R. fails to satisfy the requirements of section XI.D.3, OIG may exclude S.I.R. from participation in the Federal health care programs. OIG will notify S.I.R. in writing of its determination to exclude S.I.R. (this letter shall be referred to hereinafter as the "Exclusion Letter"). Subject to the Dispute Resolution provisions in section XI.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 non-procurement programs. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, S.I.R. wishes to apply for reinstatement, S.I.R. must submit 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 S.I.R. 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, S.I.R. 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 of the receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days of 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 S.I.R. was in full and timely compliance with the obligations of this CIA for which the OIG demands payment; and (b) the period of noncompliance. S.I.R. shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. If the ALJ agrees with OIG with regard to a finding of a breach of this CIA and orders S.I.R. to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless S.I.R. 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 S.I.R. 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) S.I.R. had begun to take action to cure the material breach within that period;

(ii) S.I.R. has pursued and is pursuing such action with due diligence; and

(iii) S.I.R. provided to OIG within that period a reasonable timetable for curing the material breach and S.I.R. 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 the S.I.R., only after a DAB decision in favor of OIG. S.I.R.'s election of its contractual right to appeal to the DAB shall not abrogate the OIG's authority to exclude S.I.R. upon the issuance of an ALJ's decision in favor of the OIG. If the ALJ sustains the determination of the OIG and determines that exclusion is authorized, such exclusion shall take effect 20 days after the ALJ issues such a decision, notwithstanding that S.I.R. 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. S.I.R. agrees to waive its/his/her right to any notice of such an exclusion if a decision upholding the exclusion is rendered by the ALJ or DAB.

4. *Finality of Decision.* The review by an ALJ or DAB provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CIA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this CIA.

XII. 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, S.I.R. and OIG agree as follows:

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

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;

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

E. The undersigned S.I.R. 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 S.I.R. MANAGMENT, INC.

PRESIDENT

Bryan Barrish
President
S.I.R. Management, Inc.

5/29/12
DATE

ON BEHALF S.I.R. MANAGEMENT, INC. AS MANAGER OF COVERED FACILITIES (FAIRVIEW NURSING PLAZA, INC., HIGHLAND PARK HEALTH CARE, INC., ELMWOOD CARE, INC., MAPLEWOOD CARE, INC., COLUMBUS NURSING AND REHABILITATION CENTER, INC.) PER AGREEMENT:

PRESIDENT

Bryan Barrish
President
S.I.R. Management, Inc.

5/29/12
DATE

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

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

DATE 6/2/02

APPENDIX A

A. Billing Engagement's Claims Review.

1. ***Annual Facility Selection Methodology***. For each annual Claims Review the IRO, using a "Random Number" function from a sampling software, shall select from among the total number of S.I.R. facilities covered by this CIA, two facilities at which to perform the annual Claims Review. Every Covered Facilitity shall be included in the facility selection process for each annual Claims Review, such that every Covered Facility has an equal probability of being selected for each annual Claims Review.

2. ***Definitions***. For the purposes of the Claims Review, the following definitions shall be used:

a. Overpayment: Consistent with the definition of Overpayment as articulated in section IV.H.1.a of the CIA, the amount of money S.I.R. has received in excess of the amount due and payable under any Federal health care program requirements. For the purposes of the Claims Review and all reporting to the OIG under this CIA, S.I.R. may subtract or "net out" underpayments to determine the amount of the Overpayment(s). [Note: for the purpose of this reporting, any potential cost settlements or other supplemental payments should not be included in the Overpayment calculation. Rather, only underpayments identified as part of the Discovery Sample or Full Sample (as applicable) shall be included.]

b. Item: Any discrete unit that can be sampled (e.g., code, line item, beneficiary, patient encounter, etc.).

c. Paid Claim: A code or line item submitted by S.I.R. and for which S.I.R. has received reimbursement from the Medicare or Medicaid program.

d. Population: All Items for which S.I.R. has submitted a code or line item and for which S.I.R. has received reimbursement from the Medicare program (i.e., a Paid Claim) during the 12-month period covered by the Claims Review. To be included in the Population, an Item must have resulted in at least one Paid Claim.

e. Error Rate: The Error Rate shall be the percentage of net overpayments identified in the sample. The Error Rate is calculated by dividing the net Overpayment identified in the sample by the total dollar amount associated

with the Items in the sample.

2. Other Requirements.

a. Paid Claims without Supporting Documentation. For the purpose of appraising Items included in the Claims Review, any Paid Claim for which S.I.R. cannot produce documentation sufficient to support the Paid Claim shall be considered an error and the total reimbursement received by S.I.R. for such Paid Claim shall be deemed an Overpayment. Replacement sampling for Paid Claims with missing documentation is not permitted.

b. Use of First Samples Drawn. For the purposes of all samples (Discovery Sample(s) and Full Sample(s)) discussed in this Appendix, the Paid Claims associated with the Items selected in each first sample (or first sample for each strata, if applicable) shall be used. In other words, it is not permissible to generate more than one list of random samples and then select one for use with the Discovery Sample or Full Sample.

B. Billing Engagement Report. The following information shall be included in each Billing Engagement Report for the Claims Review(s) performed:

1. ***Claims Review Methodology***

a. Claims Review Objective: A clear statement of the objective intended to be achieved by the Claims Review.

b. Sampling Unit: A description of the Item as that term is utilized for the Claims Review. For purposes of this Claims Review, the term "Item" may refer to any discrete unit that can be sampled (e.g., claim, line item, beneficiary, patient encounter, etc.).

c. Claims Review Population: A description of the Population subject to the Claims Review.

d. Sampling Frame: A description of the sampling frame, which is the totality of Items from which the Discovery Sample and, if any, Full Sample has been selected and an explanation of the methodology used to identify the sampling frame. In most circumstances, the sampling frame will be identical to the Population.

e. Sources of Data: A description of the documentation relied upon by the IRO when performing the Claims Review (e.g., medical records, physician orders, certificates of medical necessity, requisition forms, local medical review policies, CMS program memoranda, Medicare carrier or intermediary manual or bulletins, other policies, regulations, or directives).

f. Review Protocol: A narrative description of how the Claims Review was conducted and what was evaluated.

2. ***Statistical Sampling Documentation***

a. The number of Items appraised in the Discovery Sample(s) and, if applicable, the Full Sample.

b. A copy of the printout of the random numbers generated by the "Random Numbers" function of the statistical sampling software used by the IRO.

c. A description or identification of the statistical sampling software package used to conduct the sampling.

3. ***Claims Review Results***

For the Discovery Sample and Full Sample (if any), the following information shall be included in the Billing Engagement Report:

a. Total number and percentage of instances in which the IRO determined that the Paid Claims submitted by S.I.R. ("Claim Submitted") differed from what should have been the correct claim ("Correct Claim"), regardless of the effect on the payment.

b. Total number and percentage of instances in which the Claim Submitted differed from the Correct Claim and in which such difference resulted in an Overpayment to S.I.R..

c. The total dollar amount of paid Items included in the sample and the net Overpayment associated with the sample. .)

d. Error Rate in the sample.

e. A spreadsheet of the Billing Engagement results that includes the following information for each Paid Claim appraised: Federal health care program billed, beneficiary health insurance claim number, date of service, procedure code submitted, procedure code reimbursed, allowed amount reimbursed by payor, correct procedure code (as determined by the IRO), correct allowed amount (as determined by the IRO), dollar difference between allowed amount reimbursed by payor and the correct allowed amount. (See Attachment 1 to this Appendix.)

4. ***Credentials.*** The names and credentials of the individuals who: (1) designed the statistical sampling procedures and the review methodology utilized for the Claims Review and Unallowable Costs Review; and (2) performed the Claims Review and Unallowable Costs Review.

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

Attachment 1

Claim Review Results

Federal Health Care Program Billed	Bene HIC #	Date of Service	Procedure Code Submitted	Procedure Code Reimbursed	Allowed Amount Reimbursed	Correct Procedure Code (IRO determined)	Correct Allowed Amt Reimbursed (IRO determined)	Dollar Difference between Amt Reimbursed and Correct Allowed Amt