

**CERTIFICATION OF COMPLIANCE AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
NORTHWEST ALABAMA CANCER CENTER, P.C.**

I. PREAMBLE

Northwest Alabama Cancer Center, P.C. (“NACC”) hereby enters into this Certification of Compliance Agreement (“CCA”) with the Office of Inspector General (“OIG”) of the United States Department of Health and Human Services (“HHS”).

NACC entered into a Settlement Agreement with the United States on September 27, 2002 to resolve civil monetary claims asserted by the United States for allegedly engaging in the Covered Conduct as described in Paragraph II.C of the Settlement Agreement. (“Covered Conduct”). In that Settlement Agreement, the OIG and NACC agreed to enter into a tolling agreement to provide time for the OIG to evaluate whether NACC would be required to enter into a Corporate Integrity Agreement or other integrity provisions with OIG in return for a release from OIG’s permissive exclusion authority, 42 U.S.C. § 1320a-7(b).

In consideration of the obligations of NACC set forth in the Settlement Agreement and this CCA, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against NACC under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities), for the Covered Conduct, except as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude NACC from the Medicare, Medicaid, or other Federal health care program under 42 U.S.C. § 1320a-7(a)(mandatory exclusion) based upon the Covered Conduct.

The “Effective Date” of this CCA shall be the date on which the final signatory of this CCA executes this CCA.

II. INTEGRITY REQUIREMENTS

NACC shall, for a period of three (3) years from the Effective Date of this CCA adhere to the following requirements:

A. Adherence to Corporate Compliance Program.

NACC shall continue to adhere to provisions set forth in its Corporate Compliance Program, as described in the Declaration attached hereto and incorporated herein by this reference as Appendix A, and continue to provide, at a minimum, the same level of resources currently provided, throughout this time period. NACC may amend its Corporate Compliance Program as it deems necessary so long as those amendments are consistent with the overall objective of ensuring compliance with the requirements of Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f).

B. Reporting of Overpayments.

NACC shall promptly refund to the appropriate Federal health care program payor any identified overpayment(s). For purposes of this CCA, an "Overpayment" shall mean the amount of money NACC has received in excess of the amount due and payable under any Federal health care program requirements. If, at any time, NACC identifies or learns of any Overpayment, NACC shall notify the payor (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 payor) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. Also, within 30 days after identification of the Overpayment, NACC shall repay the Overpayment to the appropriate payor to the extent such Overpayment has been quantified. If not yet quantified, within 30 days after identification, NACC 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 payor shall be done in accordance with the payor's policies, and for Medicare contractors, shall include the information contained on the Overpayment Refund Form, provided as Appendix B to this CCA. 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.

C. Reporting of Material Deficiencies.

NACC shall report to HHS-OIG in writing within 30 days after making a determination that there is a Material Deficiency, which shall mean 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. In such report, NACC 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 payor required in Section II.B, and 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) 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 NACC's actions taken to correct the Material Deficiency; and
4. any further steps NACC plans to take to address the Material Deficiency and prevent it from recurring.

D. Annual Reporting Requirements.

NACC shall provide HHS-OIG with an annual report that sets forth, under penalty of perjury: (1) any changes that affect the structure or resources dedicated to its Corporate Compliance Program; (2) any reviews, audits, or analyses of its Corporate Compliance Program (3) any response to those reviews, audits, or analyses; (4) a certification that NACC's Corporate Compliance Program meets the requirements of this Section III.D; (5) and a summary of the date, amount, and payor for each Overpayment refunded over the past year. The first annual report shall be received by HHS-OIG no later than 60 days

after the anniversary of the Effective Date. Subsequent annual reports shall be received by HHS-OIG no later than the anniversary date of the due date of the first annual report. The annual reports shall be sent to:

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, DC 20201
Phone: 202-619-2078; Fax: 202-205-0604

Any notifications from OIG to NACC under this CCA shall be sent to:

Conrad Pitts, Esq.
Pitts & Eckl, P.C.
P.O. Box 1436
401 E. Tuscaloosa Street
Florence, Alabama 35631
Phone: 256-718-3600; Fax: 256-718-0905

Unless otherwise specified, all notifications and reports required by this CCA 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.

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

F. Document and Record Retention.

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

G. Notification of Government Investigation or Legal Proceedings.

Within 30 days after discovery, NACC shall notify OIG, in writing, of any ongoing investigation known to NACC or legal proceeding conducted or brought by a governmental entity or its agents involving an allegation that NACC 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. NACC 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.

III. BREACH AND DEFAULT PROVISIONS

NACC is expected to fully and timely comply with all of the Integrity Requirements set forth in this CCA.

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, NACC and HHS-OIG hereby agree that failure to comply with the Integrity Requirements set forth in this CCA 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 NACC fails to have in place any of the provisions described in the Declaration attached to the Agreement as Exhibit A:

a. a Compliance Officer and Compliance Committee;

- b. a written Code of Conduct;
- c. written Policies and Procedures;
- d. training provisions; and
- e. 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 NACC fails to meet any of the deadlines for the submission of the annual reports to HHS-OIG.

3. A Stipulated Penalty of \$2,000 (which shall begin to accrue on the date the failure to comply began) for each day NACC employs or contracts with an Ineligible Person and that person: (a) has responsibility for, or involvement with, NACC's business operations related to the Federal health care programs; or (b) 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 Subsection shall not be demanded for any time period during which NACC can demonstrate that it did not discover the person's exclusion or other ineligibility after making a reasonable inquiry (as described in Paragraph 7 of the Declaration) as to the status of the person).

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

5. A Stipulated Penalty of \$1,000 for each day NACC fails to comply fully and adequately with any integrity obligation of this Agreement. In its notice to NACC, HHS-OIG shall state the specific grounds for its determination that NACC has failed to comply fully and adequately with the integrity obligation(s) at issue and steps NACC shall take to comply with the Integrity Requirements of this Agreement. (This Stipulated Penalty shall begin to accrue 10 days after NACC receives notice from HHS-OIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which HHS-OIG has sought a Stipulated Penalty under Subparagraphs 1-4 of this Paragraph III.A.

B. Timely Written Requests for Extensions. NACC 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 the Integrity Requirements of this Agreement. Notwithstanding any other provision in this Section, if HHS-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 NACC fails to meet the revised deadline set by HHS-OIG. Notwithstanding any other provision in this Section, if HHS-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 NACC receives HHS-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 HHS-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 NACC has failed to comply with any of the obligations described in Paragraph III.A and after determining that Stipulated Penalties are appropriate, HHS-OIG shall notify NACC of: (a) NACC's failure to comply; and (b) HHS-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, NACC shall either: (a) cure the breach to HHS-OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) request a hearing before an HHS administrative law judge ("ALJ") to dispute HHS-OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Paragraph III.E. In the event NACC elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until NACC cures, to HHS-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 the Integrity Requirements of this CCA and shall be grounds for exclusion under Paragraph III.D, below.

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 HHS-OIG at the address set forth in Paragraph II.D of the Integrity Requirements.

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

D. Exclusion for Material Breach of the Integrity Requirements of this CCA.

1. *Definition of Material Breach.* A material breach of the Integrity Requirements of this CCA means:

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

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of the Integrity Requirements of this Agreement by NACC constitutes an independent basis for NACC's exclusion from participation in the Federal health care programs. Upon a determination by HHS-OIG that NACC has materially breached Integrity Requirements of this CCA and that exclusion is the appropriate remedy, HHS-OIG shall notify NACC of: (a) NACC's material breach; and (b) HHS-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.* NACC shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate to HHS-OIG's satisfaction that:

- a. NACC is in compliance with the Integrity Requirements of this CCA cited by HHS-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) NACC has begun to take action to cure the material breach; (ii) NACC is pursuing such action with due diligence; and (iii) NACC has provided to HHS-OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, NACC fails to satisfy the requirements of Paragraph III.D.3, above, HHS-OIG may exclude NACC from participation in the Federal health care programs. HHS-OIG shall notify NACC in writing of its determination to exclude NACC (this letter shall be referred to hereinafter as the “Exclusion Letter”). Subject to the Dispute Resolution provisions in Paragraph III.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. If, at the end of the period of exclusion, NACC wishes to apply for reinstatement, NACC shall 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 HHS-OIG’s delivery to NACC of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under the Integrity Requirements of this CCA, NACC 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 the Integrity Requirements of this CCA. Specifically, HHS-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 the Integrity Requirements of this CCA shall be: (a) whether NACC was in full and timely compliance with the Integrity Requirements of this CCA for which HHS-OIG demands payment; and (b) the period of

noncompliance. NACC shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. HHS-OIG shall not have the right to appeal to the DAB an adverse ALJ decision related to Stipulated Penalties. If the ALJ agrees with HHS-OIG with regard to a finding of a breach of the Integrity Requirements of this CCA and orders NACC to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless NACC 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 HHS-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 the Integrity Requirements of this CCA shall be:

- a. whether NACC was in material breach of the Integrity Requirements of this CCA;
- 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) NACC had begun to take action to cure the material breach within that period; (ii) NACC has pursued and is pursuing such action with due diligence; and (iii) NACC provided to HHS-OIG within that period a reasonable timetable for curing the material breach and NACC has followed the timetable.

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

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 the Integrity Requirements of this CCA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under the Integrity Requirements of this Agreement.

IV. EFFECTIVE AND BINDING AGREEMENT

NACC and OIG agree as follows:

A. This CCA shall be binding on the successors, assigns, and transferees of NACC;

B. This CCA shall become final and binding on the Effective Date;

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

D. OIG may agree to a suspension of NACC's obligations under the CCA in the event of NACC's cessation of participation in Federal health care programs. If NACC withdraws from participation in Federal health care programs and is relieved of its CCA obligations by OIG, NACC shall notify OIG at least 30 days in advance of NACC'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 CCA should be reactivated or modified.


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

ON BEHALF OF NORTHWEST ALABAMA CANCER CENTER, P.C.



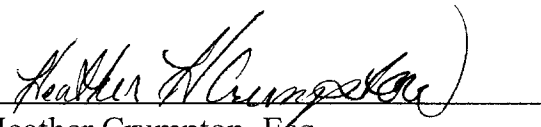
J. Patrick Daugherty, M.D.

4/21/03
DATE



Hemant K. Patel, M.D.

4/21/03
DATE



Heather Crumpton, Esq.
Attorney for Northwest Alabama Cancer Center, P.C.

04/17/03
DATE

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



LARRY J. GOLDBERG
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

4/30/03
DATE

DECLARATION

This declarant is currently a member of senior management for NACC and has personal knowledge of the facts included herein. The following describes the compliance program currently in place at NACC.

1. NACC has in place a Corporate Compliance Program, (“Program”), including a Compliance Officer and a Compliance Committee made up of members of senior management necessary to meet the requirements of this CCA (e.g., senior executives of relevant departments, such as billing, clinical, human resources, audit, and operations). The annual budget for the Program is attached hereto as Exhibit A, and NACC shall sustain the levels of funding reflected therein for three (3) years subsequent to the signature date hereof.

2. NACC has in place a Code of Conduct which includes NACC’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. Each employee is required to annually attend at least one hour of training and annually certify that he or she has read and will abide by the Code of Conduct.

3. NACC has in place Policies and Procedures that address the Federal health care program (defined at 42 U.S.C. § 1320a-7b(f)) reimbursement issues that are relevant to NACC’s operations. Such Policies and Procedures include, but are not limited to, policies and procedures designed to ensure that accurate bills and claims are submitted to Federal health care programs for reimbursement and that all contracts are in compliance with the Federal health care program statutes, regulations, and policies. Policies and Procedures are distributed to all relevant personnel.

4. NACC has in place annual training for all its personnel who are involved in the coding, billing, and claims submission process.

5. NACC has in place an internal compliance audit program that performs focused audits to monitor NACC’s compliance with applicable Federal and State laws. NACC has two full time qualified employees who are assigned to work on Program matters.

6. NACC maintains a Disclosure Program, which includes a mechanism (e.g., a drop box) 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 NACC'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. NACC shall appropriately publicize the existence of the disclosure mechanism (e.g., via discussion in training sessions and by posting the information in prominent common areas).

The Disclosure Program emphasizes a nonretribution, nonretaliation policy, and includes a reporting mechanism for anonymous communications for which appropriate confidentiality is maintained. Upon receipt of a disclosure, the Compliance Officer (or designee) gathers all relevant information from the disclosing individual. The Compliance Officer (or designee) makes 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, NACC conducts 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) maintains a disclosure log, which includes 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.


7. NACC has in place a policy and procedure for screening all prospective employees and prospective contractors prior to engaging their services to ensure that they are not excluded from Medicare, Medicaid, or Federal health care programs. NACC performs annual screening of its current employees and contractors to ensure that they have not been excluded from Medicare, Medicaid, or Federal health care programs. For purposes of this CCA, 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. To prevent hiring or contracting with any Ineligible Person, NACC 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) 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>). Nothing in this Declaration affects the responsibility of (or liability for) NACC to refrain from billing Federal health care programs for services of the Ineligible Person.

The undersigned signatory represents and warrants that he is authorized to execute this declaration on behalf of NACC.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 21 day of April 2003



J. Patrick Daugherty, M.D.
Corporate Compliance Officer
Northwest Alabama Cancer Center, P.C.

Northwest Alabama Cancer Center, P.C.
Compliance Budget

NWACC Compliance Activity	Budget Projections
Annual subscriptions for compliance update newsletters and periodicals.	\$ 500.00 annually
Cost of enrolling NWACC Employee(s) in compliance update seminars annually.	\$500.00 annually
Employee salary costs incurred in the performance of monthly internal compliance audits.	\$744.00 annually
Employee salary costs incurred while attending compliance seminars.	\$312.00 annually
Employee salary costs incurred while attending NWACC's annual compliance training session.	\$320.00 annually
Employee salary costs incurred while querying the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities.	\$40.00 annually
Employee salary costs incurred while attending NWACC's quarterly Compliance Committee Meetings.	\$567.00 annually

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:

<u>Billing/Clerical Error</u>	<u>MSP/Other Payer Involvement</u>	<u>Miscellaneous</u>
01 - Corrected Date of Service Documentation	08 - MSP Group Health Plan Insurance	13 - Insufficient
02 - Duplicate HMO	09 - MSP No Fault Insurance	14 - Patient Enrolled in an
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		