

**INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
ROBERT LOUIS FILLMAN**

I. PREAMBLE

Robert Louis Fillman (Fillman) hereby enters into this Integrity Agreement (Agreement) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance by Fillman and Fillman's contractors and agents with the statutes, regulations, program requirements, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements).

II. TERM OF THE AGREEMENT

A. The date on which the final signatory of this Agreement executes this Agreement shall be known as the Effective Date. The period of compliance obligations assumed by Fillman under this Agreement shall be three years from the Effective Date of this Agreement. Each one-year period beginning with the one-year period following the Effective Date, shall be referred to as a "Reporting Period."

B. Sections VII, VIII, IX, X, and XI shall expire no later than 120 days from OIG's receipt of: (1) Fillman's final Annual Report or Section III Certification, as applicable; or (2) any additional materials submitted by Fillman pursuant to OIG's request, whichever is later.

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

1. "Covered Persons" includes:

a. Fillman and all employees of Fillman; and

- b. all contractors, agents, and other persons who provide patient care items or services or who perform billing or coding functions on behalf of Fillman.

2. "New Employment" includes beginning work with an employer other than Eye Care and Surgery Center (Eye Care) or becoming self-employed, whether the position or self-employment is in addition to, or in place of, employment at Eye Care.

III. INTEGRITY OBLIGATIONS DURING CURRENT EMPLOYMENT

Fillman represents that, as of the Effective Date of this Agreement, he is employed by Eye Care, in the position of physician assistant. Fillman also represents that, as an employee of Eye Care, he is required to abide by Eye Care's policies and to participate in Eye Care's training program, which includes training on Federal health care program requirements.

A. Certification

Within 60 days after the end of each Reporting Period, the OIG shall receive from Fillman a certification that during the Reporting Period Fillman has complied with Eye Care's policies and completed all training required by Eye Care (Section III Certification).

B. New Employment

1. In the event that, during the period of this Agreement, Fillman begins New Employment, Fillman shall notify OIG-HHS of this fact as soon as possible, but no later than 30 days after the date of change of employer or position. This notification shall include the location of the new employer(s), phone number, fax number, and Medicare provider or supplier number(s) (if any).

2. In the event that, during the period of this Agreement, Fillman ceases to work for Eye Care and begins to work for another employer or becomes self-employed, the requirements of Section III.A shall end, and the requirements of Section IV shall take effect. In the event that, during the period of this Agreement, Fillman takes a position with another

employer or begins self-employment while continuing to work at Eye Care, then all the requirements of Sections III and IV shall be in effect simultaneously.

IV. INTEGRITY OBLIGATIONS UNDER FUTURE EMPLOYMENT

In the event that Fillman begins New Employment, Fillman shall establish and maintain a Compliance Program that includes the following elements:

A. Compliance Contact

Within 30 days after beginning New Employment, Fillman shall designate a person to be responsible for compliance activities (Compliance Contact). The Compliance Contact shall be responsible for: (1) monitoring Fillman's day-to-day compliance activities and (2) meeting all reporting obligations created under this Agreement.

Fillman shall report to OIG, in writing, any changes in the identity or job responsibilities of the Compliance Contact, or any actions or changes that would affect the Compliance Contact's ability to perform the duties necessary to meet the obligations in this Agreement, within 15 days after such change. The name, address, phone number, and a description of any other job responsibilities performed by the Compliance Contact shall be included in the Implementation Report.

B. Training and Certification

Within 90 days after beginning the New Employment and at least once each year thereafter, Fillman and Covered Persons shall receive at least three hours of training from an individual or entity, other than Fillman or another Covered Person. Persons providing the training shall be knowledgeable about the billing requirements for physician assistants and may be received from a variety of sources (*e.g.*, CME classes, hospitals, associations, carriers).

New Covered Persons shall receive the training described above within 30 days after becoming a Covered Person or within 90 days after the Effective Date, whichever is later. The training for new Covered Persons may either be provided internally by a Covered Person who has completed the required annual training or externally by a qualified individual or entity. A new Covered Person shall work under the direct supervision of a Covered Person who has received such

training, to the extent that the work relates to the delivery of patient care items or services and/or the preparation or submission of claims for reimbursement from any Federal health care program, until such time as the new Covered Person completes the training.

At a minimum, the initial, annual, and new employee training sessions shall include the following topics:

1. the requirements of Fillman's Agreement;
2. the accurate coding and submission of claims for services rendered and/or items provided to Federal health care program beneficiaries;
3. applicable reimbursement statutes, regulations, and program requirements and directives;
4. the policies, procedures, and other requirements applicable to the documentation of medical records;
5. the personal obligation of each individual involved in the coding and claims submission process to ensure that such claims are accurate;
6. the legal sanctions for the submission of improper claims or violations of the Federal health care program requirements;
7. examples of proper and improper coding and claim submission practices; and
8. Medicare and Medicaid billing requirements for services provided by physician assistants.

Each Covered Person shall annually certify, in writing or in electronic format if the training is computerized, that he or she has received the required training. The certification shall specify the date the training was received. The Compliance Contact shall retain the certifications, along with all training materials. Fillman shall annually review the training, and, where appropriate, update the training to reflect changes in Federal health care program requirements, and any other relevant information.

Fillman may provide the training required under this Agreement through

appropriate computer-based training approaches. If Fillman chooses to provide computer-based training, he shall make available appropriately qualified and knowledgeable staff or trainers to answer questions or provide additional information to the individuals receiving such training.

The training materials shall be provided in the Implementation Report, and to the extent the training is revised, shall also be included in the Annual Reports. The certifications shall be made available to OIG, upon request.

V. THIRD PARTY BILLING

Fillman represents that he presently contracts with a third party billing company to submit claims to the Federal health care programs. Fillman represents that he does not have an ownership or control interest (as defined in 42 U.S.C. § 1320a-3(a)(3)) in the third party billing company and is not employed by, and does not act as a consultant to, the third party billing company. If Fillman intends to obtain an ownership or control interest (as defined in 42 U.S.C. § 1320a-3(a)(3)) in, or become employed by, or become a consultant to, any third party billing company during the term of this Agreement, Fillman shall notify OIG 30 days prior to any such proposed involvement.

Within 90 days after the Effective Date, Fillman shall obtain (and provide to OIG in the Implementation Report) a certification from the third party billing company that the company: (i) is presently in compliance with all Federal health care program requirements as they relate to the submission of claims to Federal health care programs; (ii) has a policy of not employing any person who is excluded, debarred, suspended, or otherwise ineligible to participate in Medicare or other Federal health care programs to perform any duties related directly or indirectly to the preparation or submission of claims to Federal health care programs; and (iii) provides the required training in accordance with Section III.B for those employees involved in the preparation and submission of claims to Federal health care programs.

If Fillman contracts with a new third party billing company during the term of this Agreement, Fillman shall, within 30 days of entering into such contract, obtain and send to OIG the certification described in this Section V.

VI. REPORTS

A. Implementation Report

Within 120 days after beginning New Employment, Fillman shall submit a written report to OIG summarizing the status of his implementation of the requirements (Implementation Report). The Implementation Report shall, at a minimum, include:

1. the Compliance Contact's name, address, and phone number, a description of any other job responsibilities performed by the Compliance Contact, and the date the Compliance Contact was appointed;
2. a copy of all training materials used for the training session(s) required by Section IV.B, a description of the training, including a summary of the topics covered, the length of each session, and a schedule of when the training session(s) were held;
3. a copy of the certification from the third party billing company required by Section V;
4. a list of all Fillman's employers and/or locations (including locations and mailing addresses), the corresponding name under which each employer or location is doing business, the corresponding phone numbers and fax numbers, each employer or location's Medicare Provider number(s), provider identification number(s), and/or supplier number(s), and the name and address of each contractor to which Fillman, or an employer, contractor, or agent on Fillman's behalf, currently submits claims;
5. if Fillman became an employee or contractor with another party related to the furnishing of items or services that may be reimbursed by Federal health care programs, Fillman shall inform OIG of the name, location, and relationship of the party, and the party's responsibilities with respect to Fillman's employment or contract;
6. a certification by the Compliance Contact that all Covered Persons have completed the applicable training required by Section IV.B; and that all Covered Persons have executed the applicable training certification(s) in accordance with the timeframe required by Section IV.B; and
7. a certification signed by Fillman certifying (i) to the best of his knowledge, except as otherwise described in the Implementation Report, Fillman is in compliance with all of the requirements and (ii) Fillman has reviewed the

Implementation Report and has made a reasonable inquiry regarding its content and believes that the information is accurate and truthful.

B. Annual Reports

After beginning New Employment, Fillman shall submit to OIG Annual Reports with respect to the status of, and findings regarding, Fillman's compliance activities for each of the three Reporting Periods remaining after beginning New Employment (Annual Report).

Each Annual Report shall, at a minimum, include:

1. any change in the name, address, phone number, or job responsibilities of Fillman's Compliance Contact;
2. a copy of all training materials used for the training session(s) required by Section IV.B (to the extent they have not already been provided as part of the Implementation Report); a description of the training, including a summary of the topics covered; the length of each session; and a schedule of when the training session(s) was held;
3. a copy of the certification from the third party billing company required by Section V, if applicable;
4. if applicable, a certification by Fillman stating that he does not currently and has not submitted any cost reports to any Federal health care programs since this Agreement was executed;
5. a description of all changes to the most recently provided list of Fillman's employers and/or locations (including addresses) as required by Section III.B, including the corresponding phone numbers, fax numbers, each location's Medicare Provider Number(s), provider identification number(s), and/or supplier number(s), and the name and address of the contractor that issued each number;
6. if Fillman became an employee or contractor with another party related to the furnishing of items or services that may be reimbursed by Federal health care programs, Fillman shall inform OIG of the name, location, and relationship of the party, and his responsibilities with respect Fillman's employment or contract;

7. a certification, where appropriate, by the Compliance Contact that certifies that all Covered Persons have completed the applicable training required by Section IV.B and that all Covered Persons have executed the applicable training certification(s) in accordance with the timeframe required by Section IV.B.

8. a certification signed by Fillman certifying that (a) to the best of his knowledge, except as otherwise described in the applicable Report, Fillman is in compliance with all of the requirements of this Agreement and (b) Fillman has reviewed the Annual Report and has made a reasonable inquiry regarding its content and believes that the information is accurate and truthful.

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

VII. NOTIFICATIONS AND SUBMISSION OF REPORTS

Unless otherwise stated in writing after the Effective Date, all notifications, Section III Certifications, and Reports required under this Agreement shall be submitted to the following entities:

OIG: Administrative and Civil Remedies Branch
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, S.W.
Washington, DC 20201
Telephone: (202) 619-2078
Facsimile: (202) 205-0604

Fillman: Robert Louis Fillman
Eye Care and Surgery Center
10423 Old Hammond Highway
Baton Rouge, LA 70816
Telephone: (225) 923-0960

Unless otherwise specified, all notifications, Section III Certifications, and Reports required by this Agreement shall 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 Fillman's books, records, and other documents and supporting materials, and/or conduct on-site reviews of any of the locations at which Fillman practices, including any employers of Fillman, for the purpose of verifying and evaluating: (i) Fillman's compliance with the terms of this CIA; and (ii) Fillman's compliance with the requirements of the Federal health care programs in which he participates. The documentation described above shall be made available by Fillman 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 Fillman's 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. Fillman shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. Fillman's contractors or agents may elect to be interviewed with or without a representative of Fillman present.

IX. DOCUMENT AND RECORD RETENTION

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

X. BREACH AND DEFAULT PROVISIONS

Fillman is expected to fully and timely comply with all of his Agreement obligations.

A. Stipulated Penalties for Failure to Comply with Certain Obligations

As a contractual remedy, Fillman and OIG hereby agree that failure to comply with certain obligations set forth in this Agreement 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 \$1,000 (which shall begin to accrue on the day after the date the obligation became due) for each day Fillman fails to:

- a. have in place a Compliance Contact as required in Section IV.A;
- b. establish a training program that meets the requirements of Section IV.B and provide the applicable training to Covered Persons (unless a reasonable request for an extension of time has previously been submitted to and approved by OIG pursuant to Section X.B of this CIA) within the timeframe required by Section IV.B;
- c. meet any of the deadlines for the submission of the Section III Certification, the Implementation Report or the Annual Reports to OIG.

2. A Stipulated Penalty of \$750 for each day Fillman fails to grant access to the information or documentation as required in Section VIII. (This Stipulated Penalty shall begin to accrue on the date Fillman fails to grant access.)

3. A Stipulated Penalty of \$5,000 for each false certification submitted by or on behalf of Fillman as part of his Section III Certification, Implementation Report, Annual Report, additional documentation to a Report (as requested by OIG), or otherwise required by this Agreement.

4. A Stipulated Penalty of \$750 for each day Fillman fails to comply fully and adequately with any obligation of this Agreement. In its notice to Fillman, the OIG shall state the specific grounds for its determination that Fillman has failed to comply fully and adequately with the Agreement obligation(s) at issue and steps Fillman shall take to comply with the Agreement. (This Stipulated Penalty shall begin to accrue 10 days after the date Fillman receives this notice from the OIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which the OIG has sought a Stipulated Penalty under Subsections 1-3 of this Section.

B. Timely Written Requests for Extensions

Fillman 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, Section III Certification, or Report required by this Agreement. Notwithstanding any other provision in this Section, if OIG grants a timely written request with respect to an act, notification, Section III Certification, or Report, Stipulated Penalties for failure to perform the act or file the notification, Section III Certification, or Report shall not begin to accrue until one day after Fillman 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, Section III Certification, or Report shall not begin to accrue until three business days after Fillman 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, Section III Certification, or Report is due to be filed.

C. Payment of Stipulated Penalties.

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

2. Response to Demand Letter. Within 10 days of the receipt of the Demand Letter, Fillman shall either: (i) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties; or (ii) send in writing to OIG a request for a hearing before an HHS administrative law judge (ALJ) to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.E. In the event Fillman elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until Fillman 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 Agreement and shall be grounds for exclusion under Section X.D.

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

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

D. Exclusion for Material Breach of this Agreement

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

- a. a repeated or flagrant violation of the obligations under this Agreement, including, but not limited to, the obligations addressed in Section X.A; or
- b. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.C.

2. Notice of Material Breach and Intent to Exclude. The parties agree that a material breach of this Agreement by Fillman constitutes an independent basis for Fillman's exclusion from participation in the Federal health care programs. Upon a determination by OIG that Fillman has materially breached this Agreement and that exclusion is the appropriate remedy, OIG shall notify Fillman of: (i) Fillman's material breach; and (ii) 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. Fillman 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. Fillman is in compliance with the obligations of the Agreement cited by OIG as being the basis for the material breach;
- b. the alleged material breach has been cured; or
- c. the alleged material breach cannot be cured within the 30-day period, but that: (i) Fillman has begun to take action to cure the material breach; (ii) Fillman is pursuing such action with due diligence; and (iii) Fillman has provided to OIG a reasonable timetable for curing the material breach.

4. Exclusion Letter. If at the conclusion of the 30-day period, Fillman fails to satisfy the requirements of Section X.D.3, OIG may exclude Fillman from participation in the Federal health care programs. OIG shall notify Fillman in writing of its determination to exclude Fillman (this letter shall be referred to hereinafter as the "Exclusion Letter"). Subject to the Dispute Resolution

provisions in Section X.E, below, the exclusion shall go into effect 30 days after the date of Fillman's receipt 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. After the end of the period of exclusion, Fillman may apply for reinstatement, by submitting a written request for reinstatement in accordance with the provisions at 42 C.F.R. §§ 1001.3001-.3004.

E. Dispute Resolution

1. Review Rights. Upon OIG's delivery to Fillman of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this Agreement, Fillman 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 Agreement. Specifically, OIG's determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an HHS ALJ and, in the event of an appeal, the HHS Departmental Appeals Board (DAB), in a manner consistent with the provisions in 42 C.F.R. § 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within 10 days after the receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

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

- a. whether Fillman was in material breach of this Agreement;
- 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) Fillman had begun to take action to cure the material breach within that period; (ii) Fillman has pursued and is pursuing such action with due diligence; and (iii) Fillman provided to OIG within that period a reasonable timetable for curing the material breach and Fillman 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 Fillman, only after a DAB decision in favor of OIG. Fillman's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude Fillman upon the issuance of an ALJ's decision in favor of OIG. If the ALJ sustains the determination of OIG and determines that exclusion is authorized, such exclusion shall take effect 20 days after the ALJ issues such a decision, notwithstanding that Fillman 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. Fillman shall waive his 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 Fillman, Fillman 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 this Agreement agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this Agreement.

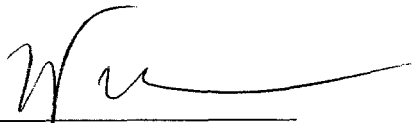
XI. EFFECTIVE AND BINDING AGREEMENT

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

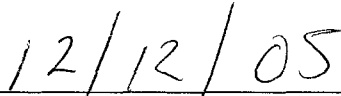
- A. This Agreement shall be binding on the successors, assigns, and transferees of Fillman;
- B. This Agreement shall become final and binding on the date the final signature is obtained on the Agreement;
- C. Any modifications to this Agreement shall be made with the prior written consent of the parties to this Agreement;
- D. OIG may agree to a suspension of Fillman's obligations under this Agreement in the event of Fillman's cessation of participation in Federal health care programs. If Fillman withdraws from participation in Federal health care programs and is relieved of his Agreement obligations by OIG, Fillman shall notify OIG 30 days in advance of Fillman's intent to reapply as, or to seek employment with, a participating provider or supplier with any Federal health care program. Upon receipt of such notification, OIG shall evaluate whether the Agreement shall be reactivated or modified; and
- E. The undersigned Fillman signatories represent and warrant that they are authorized to execute this Agreement. The undersigned OIG signatory represents that he is signing this Agreement in his official capacity and that he is authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

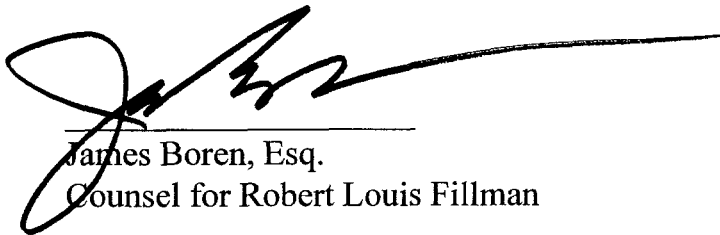
ROBERT LOUIS FILLMAN



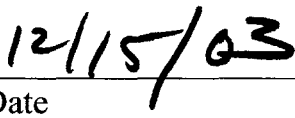
Robert Louis Fillman
Eye Care and Surgery
10423 Old Hammond Highway
Baton Rouge, LA 70816



Date

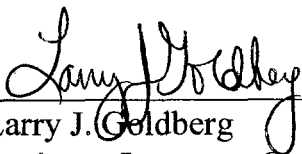


James Boren, Esq.
Counsel for Robert Louis Fillman

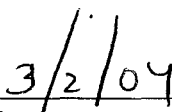


Date

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
U. S. Department of Health and Human Services



Date