

CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
ABRAHAM LINCOLN MEMORIAL HOSPITAL

I. PREAMBLE

Abraham Lincoln Memorial Hospital (ALMH) hereby enters into this Corporate Integrity Agreement (CIA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance by its officers, directors, employees, physicians, contractors, and agents with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). Contemporaneously with this CIA, ALMH is entering into a Settlement Agreement with the United States, and this CIA is incorporated by reference into the Settlement Agreement.

II. TERM AND SCOPE OF THE CIA

A. The period of the compliance obligations assumed by ALMH under this CIA shall be three years from the effective date of this CIA, unless otherwise specified. The effective date shall be the date on which the final signatory of this CIA executes this CIA (Effective Date). Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a "Reporting Period."

B. Sections VII, VIII, IX, X, and XI shall expire no later than 120 days after OIG's receipt of: (1) ALMH's final annual report; or (2) any additional materials submitted by ALMH pursuant to OIG's request, whichever is later.

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

1. "Covered Persons" includes:

a. all officers, directors, and employees of

ALMH;

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

c. all physicians with staff privileges at ALMH.

Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons 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 the calendar year.

2. "Relevant Covered Persons" includes each Covered Person who is involved directly or in a supervisory role in coding or billing of items or services to any Federal health care program.

III. CORPORATE INTEGRITY OBLIGATIONS

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

A. Compliance Officer and Committee.

1. *Compliance Officer.* ALMH has a Compliance Officer who 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. ALMH shall maintain a Compliance Officer for the term of the CIA. The Compliance Officer shall be a member of senior management of ALMH or its affiliated health system, Memorial Health System (MHS), shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of ALMH, and shall be authorized to report on such matters to the Board of Directors at any time. The Compliance Officer shall not be or be subordinate to, and therefore shall not report directly to, the General Counsel or Chief Financial Officer. The Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by ALMH as well as for any reporting

obligations created under this CIA.

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

2. *Compliance Committee.* ALMH has established a Compliance Committee that shall, at a minimum, include the Compliance Officer and other members of senior management necessary to meet the requirements of this CIA (e.g., senior executives of relevant departments, such as billing, clinical, human resources, audit, and operations). The Compliance Officer shall chair the Compliance Committee and the Committee shall support the Compliance Officer in fulfilling his/her responsibilities (e.g., shall assist in the analysis of the organization's risk areas and shall oversee monitoring of internal and external audits and investigations).

ALMH shall report to OIG, in writing, any changes in the composition of the Compliance Committee, or any actions or changes that would affect the Compliance Committee's ability to perform the duties necessary to meet the obligations in this CIA, within 30 days after such a change.

B. Written Standards.

1. *Code of Conduct.* ALMH has adopted and implemented the MHS written Code of Conduct. ALMH shall distribute its written Code of Conduct within 90 days to all Covered Persons. ALMH 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. ALMH'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. ALMH's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with ALMH's own Policies and Procedures as

implemented pursuant to this Section III.B (including the requirements of this CIA);

- c. the requirement that all of ALMH's Covered Persons shall be expected to report to the Compliance Officer or other appropriate individual designated by ALMH suspected violations of any Federal health care program requirements or of ALMH's own Policies and Procedures;
- d. the possible consequences to both ALMH and Covered Persons of failure to comply with Federal health care program requirements and with ALMH's own Policies and Procedures and the failure to report such noncompliance; and
- e. the right of all individuals to use the Disclosure Program described in Section III.E, and ALMH's commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Within 120 days after the Effective Date, each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by ALMH's Code of Conduct. New Covered Persons shall receive the Code of Conduct and shall complete the required certification within 60 days after becoming a Covered Person or within 120 days after the Effective Date, whichever is later.

ALMH shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions based on such review. Any revised Code of Conduct shall be distributed within 60 days after any revisions are finalized. Each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by the revised Code of Conduct within 30 days after the distribution of the revised Code of Conduct.

2. *Policies and Procedures.* ALMH has implemented written Policies and Procedures regarding the operation of ALMH's compliance program and its compliance with Federal health care program requirements. At a minimum, the Policies and Procedures

shall:

- a. address the subjects relating to the Code of Conduct identified in Section III.B.1;
- b. require that all diagnosis codes submitted to any Federal health care program be properly supported by documentation of the diagnosis by the treating physician in the patient's medical record; and
- c. require that all inpatient claims with a principal diagnosis of 482.89 or 482.83 (or any successors to these codes) submitted to Medicare shall be subject to a coding accuracy review process.

Within 90 days after the Effective Date, the relevant portions of the Policies and Procedures shall be distributed to all individuals whose job functions relate to those Policies and Procedures. Appropriate and knowledgeable staff shall be available to explain the Policies and Procedures.

At least annually (and more frequently, if appropriate), ALMH shall assess and update as necessary the Policies and Procedures. Within 30 days after the effective date of any revisions, the relevant portions of any such revised Policies and Procedures shall be distributed to all individuals whose job functions relate to those Policies and Procedures.

C. Training and Education.

1. *General Training.* Within 120 days after the Effective Date, ALMH shall provide reasonable and appropriate General Training to each Covered Person. This General Training, at a minimum, shall explain ALMH's:

- a. CIA requirements; and
- b. ALMH's 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 60 days after becoming a Covered Person or

within 120 days after the Effective Date, whichever is later. After receiving the initial General Training described above, each Covered Person shall receive at least one hour of reasonable and appropriate General Training annually.

2. *Coding Training.* Within 120 days after the Effective Date, each Relevant Covered Person shall receive at least four hours of Coding Training in addition to the General Training required above. This Coding Training shall include a discussion of:

- a. the Federal health care program requirements regarding the accurate coding and submission of claims;
- b. policies, procedures, and other requirements applicable to the documentation of medical records;
- c. the personal obligation of each individual involved in the claims submission process to ensure that such claims are accurate;
- d. applicable reimbursement statutes, regulations, and program requirements and directives;
- e. the legal sanctions for violations of the Federal health care program requirements; and
- f. examples of proper and improper claims submission practices.

Relevant Covered Persons shall receive this Coding Training within 60 days after the beginning of their employment or becoming Relevant Covered Persons, or within 120 days after the Effective Date, whichever is later. An ALMH employee who has completed the Coding Training shall review a new Relevant Covered Person's work, to the extent that the work relates to the preparation or submission of claims, until such time as the new Relevant Covered Person completes his or her Coding Training.

After receiving the initial Coding Training described in this Section, each Relevant Covered Person shall receive at least three hours of Coding Training annually.

3. *Certification.* Each individual who is required to attend training shall certify, in writing, or in electronic form, if applicable, that he or she has received the required training. The certification shall specify the type of training received and the date received. The Compliance Officer (or designee) shall retain the certifications, along with all course materials. These shall be made available to OIG, upon request.

4. *Qualifications of Trainer.* Persons providing the training shall be knowledgeable about the subject area.

5. *Update of Training.* ALMH shall annually review the training, and, where appropriate, update the training to reflect changes in Federal health care program requirements, any issues discovered during internal audits or the Coding Review or Unallowable Cost review, and any other relevant information.

6. *Computer-based Training.* ALMH may provide the training required under this CIA through appropriate computer-based training approaches. If ALMH chooses to provide computer-based training, it shall make available appropriately qualified and knowledgeable staff or trainers to answer questions or provide additional information to the individuals receiving such training.

D. Review Procedures.

1. *General Description.*

a. *Engagement of Independent Review Organization.* Within 90 days after the Effective Date, ALMH shall engage an entity (or entities), such as an accounting, auditing, or consulting firm hereinafter "Independent Review Organization" or "IRO"), to perform reviews to assist ALMH in assessing and evaluating its coding practices and certain other obligations pursuant to this Agreement and the Settlement Agreement. The applicable requirements relating to the IRO are outlined in Appendix A to this Agreement, which is incorporated by reference.

Each IRO engaged by ALMH shall have expertise in the billing, coding, reporting, and other requirements applicable to ALMH and in the general requirements of the Federal health care program(s). Each IRO shall assess, along with ALMH, whether it can perform the IRO review in a professionally independent and/or objective fashion, as appropriate to the nature of the engagement, taking into account any other business relationships or other engagements that may exist.

The IRO(s) review shall evaluate and analyze ALMH's coding and claims submissions to the Medicare program (Coding Review), and shall analyze whether ALMH sought payment for certain unallowable costs (Unallowable Cost Review).

b. *Frequency of Coding Review.* The Coding Review shall be performed annually and shall cover each of the Reporting Periods. ALMH, in conjunction with MHS, shall perform all components of the Coding Review subject to Section III.D.1.d. The IRO(s) shall perform a verification review, as described in Section III.D.1.c., below.

c. *IRO Verification Review.* The IRO shall conduct a review of at least 20% of the sampling units reviewed by the MHS Compliance Department in the Claims Review Sample ("Verification Review").

As part of ALMH's Annual Report, the IRO shall submit a report that verifies that the requirements outlined in Section III.D. and in Appendix A to this CIA have been satisfied and shall report the results, sampling unit by sampling unit, of the Verification Review performed.

d. *IRO Coding Reviews.* Following its review of any of ALMH's Annual Reports, if, in its sole discretion, OIG determines that ALMH's internal reviews were not satisfactory, OIG may require that all aspects of future Coding Reviews be done by an IRO.

e. *Frequency of Unallowable Cost Review.* The IRO shall perform the Unallowable Cost Review for the first Reporting Period.

f. *Retention of Records.* The IRO, ALMH, and MHS shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO, ALMH, and MHS) related to the reviews.

2. *Coding Review.* The Coding Review shall include the Claims Review Sample and, if necessary, a Systems Review and a Supplemental Training Review. The applicable definitions, procedures, and reporting requirements are outlined in Appendix B to this Agreement, which is incorporated by reference.

a. *Claims Review Sample.* The MHS Compliance Department shall, on a quarterly basis, randomly select and review a sample of 30 Claims submitted by or on behalf of ALMH to the Medicare Program (Quarterly Internal Reviews), which Claims relate to inpatient admissions and have been accepted by the Fiscal Intermediary and included on ALMH's Provider Statistic & Reimbursement Report (the "Quarterly Internal Reviews").

The Claims shall be reviewed based on the supporting documentation available at ALMH or under ALMH's control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded and submitted.

The MHS Compliance Department shall compile the results of the Quarterly Internal Reviews it performed during the reporting period and calculate an Error Rate (as defined in Appendix B), which compilation shall constitute the "Claims Review Sample":

i. If the Error Rate (as defined in Appendix B) for the Claims Review Sample is less than 5%, no additional training or sampling is

required, nor are the Systems Review, Supplemental Training, or Supplemental Training Review required. (Note: The guidelines listed above do not imply that this is an acceptable error rate. Accordingly, ALMH should, as appropriate, further analyze any errors identified in the Claims Review Sample. ALMH recognizes that OIG or other HHS component, in its discretion and as authorized by statute, regulation, or other appropriate authority may also analyze or review Claims included, or errors identified, in the Claims Review Sample.)

ii. If the Claims Review Sample indicates that the Error Rate is 5% or greater, MHS shall perform a Systems Review and MHS shall provide Supplemental Training and perform a Supplemental Training Review, as described below.

b. *Systems Review.* If ALMH's Claims Review Sample identifies an Error Rate of 5% or greater, the MHS Compliance Department shall conduct a Systems Review. Specifically, for each claim in the Claims Review Sample that was coded inaccurately, MHS shall perform a "walk through" of the system(s) and process(es), that generated the claim to identify any problems or weaknesses that may have resulted in the inaccuracy. MHS shall provide its observations and recommendations on suggested improvements to the system(s) and the process(es) that generated the claim.

c. *Supplemental Training Review.* If ALMH's Claims Review Sample identifies an Error Rate of 5% or greater, the MHS Compliance Department shall provide, or arrange to be provided by qualified personnel, Supplemental Training that reflects MHS's observations and recommendations on suggested improvements resulting from the Systems Review. Within 60 days after completion of the Supplemental Training, the MHS Compliance Department shall randomly select and review a sample of 30 Claims submitted by or on behalf of

ALMH to the Medicare Program, which Claims relate to inpatient admissions and have been accepted by the Fiscal Intermediary and included on ALMH's Provider Statistic & Reimbursement Report (the "Supplemental Training Review"). ALMH shall include in its Annual Report, the results of any Supplemental Training Reviews.

3. Coding Review Report. The MHS Compliance Department and the IRO shall prepare a report based upon the Coding Review and the Verification Review performed (Coding Review Reports). Information to be included in each of the Coding Review Reports is described in Appendix B.

4. Unallowable Cost Review. The IRO shall conduct a review of ALMH's compliance with the unallowable cost provisions of the Settlement Agreement. The IRO shall determine whether ALMH 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 ALMH or any affiliates. To the extent that such cost reports, cost statements, information reports, or payment requests, even if already settled, have been adjusted to account for the effect of the inclusion of the unallowable costs, the IRO shall determine if such adjustments were proper. In making this determination, the IRO may need to review cost reports and/or financial statements from the year in which the Settlement Agreement was executed, as well as from previous years.

5. Unallowable Cost Review Report. The IRO shall prepare a report based upon the Unallowable Cost Review performed. The Unallowable Cost Review Report shall include the IRO's findings and supporting rationale regarding the Unallowable Costs Review and whether ALMH 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.

6. Validation Review. In the event OIG has reason to believe that: (a) ALMH's Coding Review or Unallowable Cost Review fails to conform to the requirements of this Agreement; or (b) the IRO's findings, Coding Review results, or Unallowable Cost Review results are inaccurate, OIG may, at its sole discretion, conduct its own review to determine whether the Coding Review or Unallowable Cost Review complied with the requirements of the Agreement and/or the findings or Coding Review results or Unallowable Cost Review results are inaccurate (Validation Review). ALMH shall pay for the reasonable cost of any such review performed by OIG or any of its designated agents. Any Validation Review of Reports submitted as part of ALMH's final Annual Report shall be initiated no later than one year after ALMH's final submission (as described in Section II) is received by OIG.

Prior to initiating a Validation Review, OIG shall notify ALMH of its intent to do so and provide a written explanation of why OIG believes such a review is necessary. To resolve any concerns raised by OIG, ALMH may request a meeting with OIG to: (a) discuss the results of any Coding Review or Unallowable Cost Review submissions or findings; (b) present any additional information to clarify the results of the Coding Review or Unallowable Cost Review or to correct the inaccuracy of the Coding Review or Unallowable Cost Review; and/or (c) propose alternatives to the proposed Validation Review. ALMH agrees to provide any additional information as may be requested by OIG under this Section in an expedited manner. OIG will attempt in good faith to resolve any Coding Review or Unallowable Cost Review issues with ALMH 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 OIG.

7. Independence/Objectivity Certification. The IRO shall include in its report(s) to ALMH a certification or sworn affidavit that it has evaluated its professional independence and/or objectivity, as appropriate to the nature of the engagement, with regard to the Coding Review or Unallowable Cost Review and that it has concluded that it is, in fact, independent and/or objective.

E. Disclosure Program.

ALMH has established a Disclosure Program that includes 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 ALMH'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.

ALMH shall continue to 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 continue to emphasize a nonretribution, nonretaliation policy, and shall continue to include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained. The ALMH Compliance Program shall continue to provide that, 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, ALMH shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted.

The Compliance Officer (or designee) shall continue to maintain 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. The disclosure log shall be made available to OIG, upon request.

F. Ineligible Persons.

1. *Definitions.* For purposes of this CIA:

a. an "Ineligible Person" shall include an individual or entity who:

i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or

ii. 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.

b. "Exclusion Lists" include:

i. the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and

ii. the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

c. "Screened Persons" include prospective and current officers, directors, employees, contractors, and agents of ALMH.

2. *Screening Requirements.* ALMH shall continue to ensure that all Screened Persons are not Ineligible Persons, by implementing the following screening requirements.

a. ALMH shall continue to screen all Screened Persons against the Exclusion Lists prior to engaging their services and, as part of the hiring

or contracting process, shall require such persons to disclose whether they are an Ineligible Person.

b. ALMH shall continue to screen all Screened Persons against the Exclusion Lists within 120 days after the Effective Date and on an annual basis thereafter.

c. ALMH shall implement a policy requiring all Screened Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

Nothing in this Section affects the responsibility of (or liability for) ALMH to refrain from billing Federal health care programs for items or services furnished, ordered, or prescribed by an Ineligible Person.

3. *Removal Requirement.* If ALMH has actual notice that a Screened Person has become an Ineligible Person, ALMH shall remove such person from responsibility for, or involvement with, ALMH's business operations related to the Federal health care programs and shall remove such person from any position for which the person's compensation or the items or services furnished, 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 ALMH has actual notice that a Screened Person is charged with a criminal offense that falls within the ambit of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during his or her employment or contract term, ALMH shall take all appropriate actions to ensure that the responsibilities of that person have not and shall not adversely affect the quality of care rendered to any beneficiary, patient, or resident, or the accuracy of any claims submitted to any Federal health care program.

5. *Physicians with Staff Privileges.* Prior to granting staff privileges to a physician after the Effective Date, ALMH shall screen in the manner described in Section III.F.2 above to determine if the physician is an Ineligible

Person. Furthermore, ALMH shall review its list of physicians with staff privileges against the Exclusion Lists within 120 days after the Effective Date and at least annually thereafter. If a physician with staff privileges is an Ineligible Person, ALMH shall ensure that the physician does not furnish, order, or prescribe any items or services payable in whole or in part by any Federal health care program. In addition to any other appropriate measures, ALMH shall ensure that any physician who is an Ineligible Person is not "on call" at ALMH.

G. Notification of Government Investigation or Legal Proceedings.

Within 60 days after discovery, ALMH shall notify OIG, in writing, of any ongoing investigation or legal proceeding known to ALMH conducted or brought by a governmental entity or its agents involving an allegation that ALMH 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. ALMH 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 investigation or proceedings, if any.

H. Reporting.

1. Overpayments.

a. Definition of Overpayments. For purposes of this CIA, an "Overpayment" shall mean the amount of money ALMH 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, ALMH identifies or learns of any Overpayment, ALMH shall notify the payor (e.g., Medicare fiscal intermediary or carrier) within 60 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 60 days

after identification of the Overpayment, ALMH shall repay the Overpayment to the appropriate payor to the extent such Overpayment has been quantified. If not yet quantified, within 60 days after identification, ALMH 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 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. *Reportable Events.*

a. Definition of Reportable Event. For purposes of this CIA, a "Reportable Event" means anything that involves:

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

A Reportable Event may be the result of an isolated event or a series of occurrences.

b. Reporting of Reportable Events. If ALMH determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, ALMH shall notify OIG, in writing, within 60 days after making the determination that the Reportable Event exists. The report to OIG shall include the following information:

i. If the Reportable Event results in an Overpayment, the report to OIG shall be made at the same time as the notification to the payor required in Section III.H.1, 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;

ii. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;

iii. a description of ALMH's actions taken to correct the Reportable Event; and

iv. any further steps ALMH plans to take to address the Reportable Event and prevent it from recurring.

IV. NEW BUSINESS UNITS OR LOCATIONS

In the event that, after the Effective Date, ALMH changes locations or sells, closes, purchases, or establishes a new business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, ALMH shall notify OIG of this fact as soon as possible, but no later than within 60 days after the date of change of location, sale, closure, purchase, or establishment. This notification shall include the address of the new business unit or location, phone number, fax number, Medicare Provider number, provider identification number and/or supplier number, and the corresponding contractor's name and address that has issued each Medicare number. Each new business unit or location shall be subject to all the requirements of this CIA.

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 120 days after the Effective Date, ALMH shall submit a written report to OIG summarizing the status of its implementation of the requirements of this CIA (Implementation Report). The Implementation Report shall, at a minimum, include:

1. the name, address, phone number, and position description of the Compliance Officer required by Section III.A, and a summary of other noncompliance job responsibilities the Compliance Officer may have;
2. the names and positions of the members of the Compliance Committee required by Section III.A;
3. a copy of ALMH's Code of Conduct required by Section III.B.1;
4. a copy of all Policies and Procedures required by Section III.B.2;
5. the number of individuals required to complete the Code of Conduct certification required by Section III.B.1, the percentage of individuals who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be available to OIG, upon request);
6. the following information regarding each type of training required by Section III.C:
 - a. a description of such training, including a summary of the topics covered, the length of sessions and a schedule of training sessions;
 - b. number of individuals required to be trained, percentage of individuals actually trained, and an explanation of any exceptions.

A copy of all training materials and the documentation supporting this information shall be available to OIG, upon request.

7. a description of the Disclosure Program required by Section III.E;
8. the following information regarding the IRO(s):
(a) identity, address, and phone number; (b) a copy of the engagement letter; (c) a summary and description of any and all current and prior engagements and agreements between ALMH and the IRO; and (d) the proposed start and completion dates of the Coding Review and Unallowable Cost Review;
9. a certification from the IRO regarding its professional independence and/or objectivity with respect to ALMH;
10. a description of the process by which ALMH fulfills the requirements of Section III.F regarding Ineligible Persons;
11. the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.F; the actions taken in response to the screening and removal obligations set forth in Section III.F; and the actions taken to identify, quantify, and repay any overpayments to Federal health care programs relating to items or services furnished, ordered or prescribed by an Ineligible Person;
12. a list of all of ALMH'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 number(s), provider identification number(s), and/or supplier number(s); and the name and address of each Medicare contractor to which ALMH currently submits claims;
13. a description of ALMH's corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business; and

14. the certifications required by Section V.C.

B. Annual Reports. ALMH shall submit to OIG annually a report with respect to the status of, and findings regarding, ALMH's compliance activities for each of the three Reporting Periods (Annual Report).

Each Annual Report shall include, at a minimum:

1. any change in the identity, position description, or other noncompliance job responsibilities of the Compliance Officer and any change in the membership of the Compliance Committee described in Section III.A;
2. a summary of any significant changes or amendments to the Policies and Procedures required by Section III.B and the reasons for such changes (e.g., change in contractor policy) and copies of any compliance-related Policies and Procedures;
3. the number of individuals required to complete the Code of Conduct certification required by Section III.B.1, the percentage of individuals who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be available to OIG, upon request);
4. the following information regarding each type of training required by Section III.C:
 - a. a description of such training, including a summary of the topics covered, the length of sessions and a schedule of training sessions;
 - b. number of individuals required to be trained, percentage of individuals actually trained, and an explanation of any exceptions.

A copy of all training materials and the documentation supporting this information shall be available to OIG, upon request.

5. a complete copy of all reports prepared pursuant to Section III.D, along with a copy of the IRO's engagement letter (if applicable);
6. ALMH's response and corrective action plan(s) related to any issues raised by the reports prepared pursuant to Section III.D;
7. summary and description of any and all current and prior engagements and agreements between ALMH and the IRO, if different from what was submitted as part of the Implementation Report;
8. a certification from the IRO regarding its professional independence and/or objectivity with respect to ALMH;
9. a summary of Reportable Events (as defined in Section III.H) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;
10. a report of the aggregate Overpayments that have been returned to the Federal health care programs. Overpayment amounts shall be broken down into the following categories: inpatient Medicare, outpatient Medicare, Medicaid (report each applicable state separately, if applicable), and other Federal health care programs. Overpayment amounts that are routinely reconciled or adjusted pursuant to policies and procedures established by the payor do not need to be included in this aggregate Overpayment report;
11. a summary of the disclosures in the disclosure log required by Section III.E that: (a) relate to Federal health care programs; or (b) allege abuse or neglect of patients;
12. any changes to the process by which ALMH fulfills the requirements of Section III.F regarding Ineligible Persons;

13. the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.F; the actions taken by ALMH in response to the screening and removal obligations set forth in Section III.F; and the actions taken to identify, quantify, and repay any overpayments to Federal health care programs relating to items or services relating to items or services furnished, ordered or prescribed by an Ineligible Person;
14. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.G. The summary shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding;
15. a description of all changes to the most recently provided list of ALMH's locations (including addresses) as required by Section V.A.12; the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's Medicare Provider number(s), provider identification number(s), and/or supplier number(s); and the name and address of each Medicare contractor to which ALMH currently submits claims; and
16. the certifications required by Section V.C.

The first Annual Report shall be received by OIG no later than 90 days after the end of the first Reporting Period. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

C. Certifications. The Implementation Report and Annual Reports shall include a certification by the Compliance Officer that:

1. to the best of his or her knowledge, except as otherwise described in the applicable report, ALMH is in compliance with all of the requirements of this CIA;

2. he or she has reviewed the Report and has made reasonable inquiry regarding its content and believes that the information in the Report is accurate and truthful; and

3. ALMH has complied with its obligations under the Settlement Agreement: (a) 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; (b) not to charge to or otherwise seek payment from Federal or State payors for unallowable costs (as defined in the Settlement Agreement); and (c) to identify and adjust any past charges or claims for unallowable costs;

D. Designation of Information. ALMH 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. ALMH shall refrain from identifying any information as exempt from disclosure if that information does not meet the criteria for exemption from disclosure under FOIA.

VI. NOTIFICATIONS AND SUBMISSION OF REPORTS

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

OIG:

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

ALMH:

Cindy K. Bartlett
V. P. Compliance and Audit
Memorial Health System
701 North First Street
Springfield, Illinois

Abraham Lincoln Memorial Hospital
Woody Hester, CEO
315 8th Street
Lincoln, Illinois 62656
Phone: 217-788-3733
Fax: 217-788-5520

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

VII. OIG INSPECTION, AUDIT, AND REVIEW RIGHTS

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

VIII. DOCUMENT AND RECORD RETENTION

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

IX. DISCLOSURES

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

X. BREACH AND DEFAULT PROVISIONS

ALMH 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, ALMH and OIG hereby agree that failure to comply with certain obligations as 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 ALMH fails to establish and implement any of the following obligations as described in Section III:

- a. a Compliance Officer;
- b. a Compliance Committee;
- c. a written Code of Conduct;
- d. written Policies and Procedures;
- e. the training of Covered Persons;

ALMH Corporate Integrity Agreement

- f. a Disclosure Program.
- g. Ineligible Persons screening and removal requirements; and
- h. Notification of Government investigations or legal proceedings.

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 ALMH fails to engage an IRO, as required in Section III.D and Appendix A.

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 ALMH fails to meet any deadlines for the submission of the Implementation Report or the Annual Reports to OIG in accordance with the requirements of Section V by the deadlines for submission.

4. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day ALMH fails to submit the Coding Review Report and any other required Review in accordance with the requirements of Section III.D and Appendix B.

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

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

7. A Stipulated Penalty of \$1,000 for each day ALMH fails to comply fully and adequately with any obligation of this CIA. OIG shall provide notice to ALMH, stating the specific grounds for its determination that ALMH has failed to comply fully and adequately with the CIA obligation(s) at issue and steps ALMH shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after ALMH receives this notice from OIG of the failure to comply.) A Stipulated Penalty

as described in this Subsection shall not be demanded for any violation for which OIG has sought a Stipulated Penalty under Subsections 1-6 of this Section.

B. Timely Written Requests for Extensions. ALMH 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 ALMH 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 ALMH 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 ALMH 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 ALMH of: (a) ALMH's failure to comply; and (b) 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 after the receipt of the Demand Letter, ALMH shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) request a hearing before an HHS administrative law judge (ALJ) to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.E. In the event ALMH elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until ALMH cures, to OIG's satisfaction, the alleged breach in dispute.

Failure to respond to the Demand Letter in one of these two manners within the allowed time period shall be considered a material breach of this CIA and shall be grounds for exclusion

under Section X.D.

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

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

D. Exclusion for Material Breach of this CIA.

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

a. a failure by ALMH to report a Reportable Event, take corrective action, and make the appropriate refunds, as required in Section III.H;

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

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

d. a failure to engage and use an IRO in accordance with Section III.D.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by ALMH constitutes an independent basis for ALMH's exclusion from participation in the Federal health care programs. Upon a determination by OIG that ALMH has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify ALMH of: (a) ALMH'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.* ALMH 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. ALMH is in compliance with the obligations of the CIA cited by OIG as being the basis for the material breach;

b. the alleged material breach has been cured; or

c. the alleged material breach cannot be cured within the 30-day period, but that: (i) ALMH has begun to take action to cure the material breach; (ii) ALMH is pursuing such action with due diligence; and (iii) ALMH has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, ALMH fails to satisfy the requirements of Section X.D.3, OIG may exclude ALMH from participation in the Federal health care programs. OIG shall notify ALMH in writing of its determination to exclude ALMH (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 ALMH's receipt of the Exclusion Letter. The exclusion shall have national effect and shall also apply to all other Federal procurement and nonprocurement programs. Reinstatement to program participation is not automatic. After the end of the period of exclusion, ALMH 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 ALMH 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, ALMH shall be afforded certain review rights comparable to the ones that are provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. Part 1005 as if they applied to the Stipulated Penalties or exclusion sought pursuant to this CIA. Specifically, OIG's determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an HHS ALJ and, in the event of an appeal, the HHS Departmental Appeals Board (DAB), in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within 10 days after receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for Stipulated Penalties under this CIA shall be: (a) whether ALMH was in full and timely compliance with the obligations of this CIA for which OIG demands payment; and (b) the period of noncompliance. ALMH shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. OIG shall not have the right to appeal to the DAB an adverse ALJ decision related to Stipulated Penalties.

If the ALJ agrees with OIG with regard to a finding of a breach of this CIA and orders ALMH to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless ALMH 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 Title 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 ALMH 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) ALMH had begun to take action to cure the material breach within that period; (ii) ALMH has pursued and is pursuing such action with due diligence; and (iii) ALMH provided to OIG within that period a reasonable timetable for curing the material breach and ALMH 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 ALMH, only after a DAB decision in favor of OIG. ALMH's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude ALMH 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 ALMH 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. ALMH 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 ALMH, ALMH 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 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.

XI. EFFECTIVE AND BINDING AGREEMENT

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

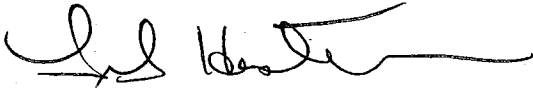
A. This CIA shall be binding on the successors, assigns,

ALMH Corporate Integrity Agreement

and transferees of ALMH;

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



F.G. "WOODY" HESTER
President and Chief Executive Officer
Abraham Lincoln Memorial Hospital

11-21-2005

DATE

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



LEWIS MORRIS
Chief Counsel to the Inspector General
Office of Inspector General
U. S. Department of Health and Human Services

12/23/05

DATE

**APPENDIX A
INDEPENDENT REVIEW ORGANIZATION**

This Appendix contains the requirements relating to the Independent Review Organization (IRO) required by Section III.D of the CIA.

A. IRO Engagement.

ALMH shall engage an IRO that possesses the qualifications set forth in Paragraph B, below, to perform the responsibilities in Paragraph C, below. The IRO shall conduct the review in a professionally independent and/or objective fashion, as set forth in Paragraph D. Within 30 days after OIG receives written notice of the identity of the selected IRO, OIG will notify ALMH if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, ALMH may continue to engage the IRO.

If ALMH engages a new IRO during the term of the CIA, this IRO shall also meet the requirements of this Appendix.

If a new IRO is engaged, ALMH shall submit the information identified in Section V.A.8 to OIG within 30 days of engagement of the IRO. Within 30 days after OIG receives written notice of the identity of the selected IRO, OIG will notify ALMH if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, ALMH may continue to engage the IRO.

B. IRO Qualifications.

The IRO shall:

1. assign individuals to conduct the Claims Review and Unallowable Cost Review engagement who have expertise in the billing, coding, reporting, and other requirements of hospital operations and in the general requirements of the Federal health care program(s) from which ALMH seeks reimbursement;

2. assign individuals to design and select the Claims Review sample who are knowledgeable about the appropriate statistical sampling techniques;

3. assign individuals to conduct the coding review portions of the Claims Review who have a nationally recognized coding certification (e.g., CCA, CCS, CCS-P, CPC, RRA, etc.) and who have maintained this certification (e.g.,

completed applicable continuing education requirements); and

4. have sufficient staff and resources to conduct the reviews required by the CIA on a timely basis.

C. IRO Responsibilities.

The IRO shall:

1. perform each Claim Review in accordance with the specific requirements of the CIA;

2. follow all applicable Medicare include Medicaid or other Federal health care programs, as necessary rules and reimbursement guidelines in making assessments in the Claims Review;

3. if in doubt of the application of a particular Medicare include Medicaid or other Federal health care programs, as necessary policy or regulation, request clarification from the appropriate authority (e.g., fiscal intermediary or carrier);

4. respond to all OIG inquires in a prompt, objective, and factual manner; and

5. prepare timely, clear, well-written reports that include all the information required by Appendix B.

D. IRO Independence/Objectivity.

The IRO must perform the Claims Review in a professionally independent and/or objective fashion, as appropriate to the nature of the engagement, taking into account any other business relationships or engagements that may exist between the IRO and ALMH.

E. IRO Removal/Termination.

1. *Provider.* If ALMH terminates its IRO during the course of the engagement, ALMH must submit a notice explaining its reasons to OIG no later than 30 days after termination. ALMH must engage a new IRO in accordance with Paragraph A of this Appendix.

2. *OIG Removal of IRO.* In the event OIG has reason to believe that the IRO does not possess the qualifications described in Paragraph B, is not independent and/or

objective as set forth in Paragraph D, or has failed to carry out its responsibilities as described in Paragraph C, OIG may, at its sole discretion, require ALMH to engage a new IRO in accordance with Paragraph A of this Appendix.

Prior to requiring ALMH to engage a new IRO, OIG shall notify ALMH of its intent to do so and provide a written explanation of why OIG believes such a step is necessary. To resolve any concerns raised by OIG, ALMH may request a meeting with OIG to discuss any aspect of the IRO=s qualifications, independence or performance of its responsibilities and to present additional information regarding these matters. ALMH shall provide any additional information as may be requested by OIG under this Paragraph in an expedited manner. OIG will attempt in good faith to resolve any differences regarding the IRO with ALMH prior to requiring ALMH to terminate the IRO. However, the final determination as to whether or not to require ALMH to engage a new IRO shall be made at the sole discretion of OIG.

**APPENDIX B
CODING REVIEW**

A. Coding Review.

1. Definitions. For the purposes of the Coding Review, the following definitions shall be used:

a. Overpayment: The amount by which the payment ALMH would have received if it were a PPS Hospital based on the code originally assigned by ALMH is in excess of the amount ALMH would have received in payment if it were a PPS hospital due and payable under any Federal health care program requirements.

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

c. Submitted Claim: A code submitted by or on behalf of ALMH to the Medicare program for inpatient items or services.

d. Code: The primary diagnosis code assigned to a submitted claim.

e. Population: For the first Reporting Period, the Population shall be defined as all Items for which a code has been submitted by or on behalf of ALMH to Medicare during the 12-month period covered by the first Coding Review and which are accepted by the Fiscal Intermediary and included on ALMH's Provider Statistic & Reimbursement Report.

For the remaining Reporting Periods, the Population shall be defined as all Items for which a code has been submitted by or on behalf of ALMH to Medicare during the 12-month period covered by the Coding Review, and which are accepted by the Fiscal Intermediary and included on ALMH's Provider Statistic & Reimbursement Report.

f. Error Rate: The Error Rate shall be the percentage of net Overpayments identified in the Claims Review Sample. The net Overpayments shall be calculated by subtracting all underpayments

identified in the Claims Review Sample from all gross Overpayments identified in the Claims Review Sample.

(Note: 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 Claims Review Sample shall be included as part of the net Overpayment calculation.)

The Error Rate is calculated by dividing the net Overpayment identified in the Claims Review Sample by the total dollar amount associated with the Items in the Claims Review Sample.

2. Other Requirements.

a. Claims without Supporting Documentation. For the purpose of appraising Items included in the Coding Review, any Claim for which ALMH cannot produce documentation sufficient to support the Claim shall be considered an error. Replacement sampling for Claims with missing documentation is not permitted.

b. Replacement Sampling. Considering the Population shall only consist of Submitted Claims and that Items with missing documentation cannot be replaced, there is no need to utilize alternate or replacement sampling units.

c. Use of First Samples Drawn. For the purposes of all samples (the Quarterly Internal Reviews, the Claims Review Sample, the IRO Verification Review, and the Supplemental Training Review) discussed in this Appendix, the Claims associated with the Items selected in each first sample (or first sample for each strata, if applicable) shall be used (i.e., it is not permissible to generate more than one list of random samples and then select one for use with the applicable sample).

B. Coding Review Report. The following information shall be included in the Coding Review Report for each Coding Review.

1. Coding Review Methodology.

a. Sampling Unit. A description of the Item as that term is utilized for the Coding Review.

b. Coding Review Population. A description of the Population subject to the Coding Review.

c. Coding Review Objective. A clear statement of the objective intended to be achieved by the Coding Review.

d. Sampling Frame. A description of the sampling frame, which is the totality of Items from which the Quarterly Internal Reviews have 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. Source of Data. A description of the specific documentation relied upon by the MHS Compliance Department and the IRO when performing the Coding Review e.g., medical records, physician orders, certificates of medical necessity, requisition forms, local medical review policies (including title and policy number), CMS program memoranda (including title and issuance number), Medicare carrier or intermediary manual or bulletins (including issue and date), other policies, regulations, or directives).

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

2. Statistical Sampling Documentation.

a. The number of Items appraised in the Coding Review and the IRO Verification Review.

- b. A copy of the printout of the random numbers generated by the "Random Numbers" function of the statistical sampling software used by the MHS Compliance Department and the IRO.
 - c. A description or identification of the statistical sampling software package used to select the sample.
3. *Coding Review Findings.*
- a. Narrative Results.
 - i. A description of ALMH's coding system(s), including the identification, by position description, of the personnel involved in coding.
 - ii. A narrative explanation of ALMH's and the IRO's findings and supporting rationale (including reasons for errors, patterns noted, etc.) regarding the Coding Review, including the results of the Quarterly Internal Reviews, the Claims Review Sample, and the Supplemental Training Review.
 - b. Quantitative Results.
 - i. Total number and percentage of instances in which the MHS Compliance Department and the IRO determined that the Claims submitted by ALMH differed from what should have been the correct claim (Correct Claim).
 - ii. 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 ALMH.
 - iii. Total dollar amount of all Overpayments in the Claims Review Sample.
 - iv. Total dollar amount of paid Items included in the Claims Review Sample and the net Overpayment associated with the sample.

v. Error Rate in the Claims Review Sample, as defined in Section A.1.f. of this Appendix.

vi. A spreadsheet of the Coding Review results that includes the following information for each Claim appraised: Federal health care program billed, beneficiary health insurance claim number, date of service, code submitted, correct code (as determined by the MHS Compliance Department), correct code (as determined by the IRO verification). (See Attachment 1 to this Appendix.)

4. *Systems Review.* Observations, findings, and recommendations on possible improvements to the system(s) and process(es) that generated the coding errors.

5. *Credentials.* The names and credentials of the individuals who:

a. designed the statistical sampling procedures and the review methodology utilized for the Coding Review; and

b. performed the Coding Review.

i. If after the first Reporting Period, the MHS Compliance Department is permitted to continue to perform the Coding Review internally, the IRO shall conduct a Verification Review for each of the subsequent Reporting Periods.

ii. If the OIG does not allow the MHS Compliance Department to perform the Coding Review internally after the first Reporting period, the IRO shall conduct the Coding Review for each of the subsequent Reporting Periods.

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 | 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 | | |