

**CERTIFICATION OF COMPLIANCE AGREEMENT  
BETWEEN THE  
OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
ST. JOSEPH'S HOSPITAL**

**I. PREAMBLE**

St. Joseph's Hospital (SJH) hereby enters into this Certification of Compliance Agreement (CCA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS). Contemporaneously with this CCA, SJH is entering into a Settlement Agreement with the OIG, and this CCA is incorporated by reference into the Settlement Agreement.

The effective date of this CCA shall be the date on which the final signatory of this CCA executes this CCA (Effective Date). Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a "Reporting Period."

**II. INTEGRITY REQUIREMENTS**

SJH shall, for a period of three years from the Effective Date of this CCA:

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

B. Reporting of Overpayments. SJH shall promptly refund to the appropriate Federal health care program payor any identified Overpayment(s). For purposes of this CCA, an "Overpayment" shall mean the amount of money SJH has received in excess of the amount due and payable under any Federal health care program requirements. If, at any time SJH identifies or learns of any Overpayment, SJH shall notify the payor (e.g., Medicare fiscal intermediary or carrier) within 30 days after identification of the

Overpayment and take remedial steps within 60 days after identification (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. Also, within 30 days after identification of the Overpayment, SJH shall repay the Overpayment to the appropriate payor to the extent such Overpayment has been quantified. If not yet quantified, within 30 days after identification, SJH shall notify the payor of its efforts to quantify the Overpayment amount along with a schedule of when such work is expected to be completed. Notification and repayment to the payor shall be done in accordance with the payor's policies and, for Medicare contractors, shall include the information contained on the Overpayment Refund Form, provided as Appendix B to this CCA. Notwithstanding the above, notification and repayment of any Overpayment amount that is routinely reconciled or adjusted pursuant to policies and procedures established by the payor should be handled in accordance with such policies and procedures.

C. Reportable Events. SJH shall report to OIG in writing within 30 days after making a determination (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) that there is a Reportable Event, which shall mean anything that involves: (1) a substantial Overpayment, or (2) a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized. In such report, SJH shall include the following information:

1. 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 II.B, and shall include all of the information on the Overpayment Refund Form, as well as:
  - a. the payor's name, address, and contact person to whom the Overpayment was sent; and
  - b. the date of the check and identification number (or electronic transaction number) by which the Overpayment was repaid/refunded;
2. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;
3. a description of SJH's actions taken to correct the Reportable Event; and

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

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

E. Annual Reporting Requirements. SJH shall submit to OIG annually a report that sets forth the following information for each Reporting Period Annual Report):

1. A description of any material amendments to its Compliance Program and the reasons for such changes;

2. Any decrease to the level of resources dedicated to its Compliance Program and the reasons for such decrease;

3. A summary of all internal or external reviews, audits, or analyses of its Compliance Program (including, at a minimum, the objective of the review, audit, or analysis; the protocol or methodology for the review, audit, or analysis; and the results of the review, audit, or analysis) and any corrective action plans developed in response to such reviews, audits, or analyses;

4. A summary of all internal or external reviews, audits, or analyses related to the compliance with Federal health care program requirements, including compliance issues related to any financial arrangements between SJH and members of its medical staff (including, at a minimum, the objective of the review, audit, or analysis; the protocol or methodology for the review, audit, or analysis; and the results of the review, audit, or analysis) and any corrective action plans developed in response to such reviews, audits, or analyses;

5. 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 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; and

6. A certification by the Compliance Officer that: (a) to the best of his or her knowledge, except as otherwise described in the Annual Report, SJH is in compliance with the requirements of this Section II; and (b) he or she has reviewed the Annual Report and has made reasonable inquiry regarding its content and believes that the information in the Annual Report 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. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

F. Notifications and Submission of Annual Reports. Unless otherwise specified in writing after the Effective Date, all notifications and Annual Reports required under this CCA shall be submitted to the following addresses:

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

SJH: Issac Mallah  
President and CEO  
St. Joseph's Hospital, Inc.  
3001 W. Dr. Martin Luther King Blvd.  
Tampa, Florida 33607  
Telephone: 813-870-4249  
Facsimile: 813-870-4639

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

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

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

### III. BREACH AND DEFAULT PROVISIONS

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

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

1. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day SJH fails to establish and

implement any of the following compliance program elements as described in Section II and the Declaration attached to this CCA as Appendix A:

- a. a Compliance Officer;
- b. a Compliance Committee;
- c. a written Code of Conduct;
- d. written Policies and Procedures;
- e. the annual training of officers, directors, and employees, including employed physicians, and the availability of annual training for medical staff;
- f. a compliance department that performs periodic reviews to monitor SJH's compliance with Federal health care program requirements;
- g. a Disclosure Program;
- h. Ineligible Persons screening and removal requirements; and
- i. notification of government investigations and legal proceedings pursuant to Section II.D.

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 SJH fails to submit the Annual Reports to OIG in accordance with the requirements of Section II.E by the stated deadlines for submission.

3. A Stipulated Penalty of \$1,500 for each day SJH fails to grant access to the information or documentation as required in Section II.G of this CCA. (This Stipulated Penalty shall begin to accrue on the date SJH fails to grant access.)

4. A Stipulated Penalty of \$5,000 for each false certification submitted by or on behalf of SJH as part of its Annual Reports or otherwise required by this CCA.

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

B. Timely Written Requests for Extensions. SJH 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 CCA. 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 SJH 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 SJH 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 SJH has failed to comply with any of the obligations described in Section III.A and after determining that Stipulated Penalties are appropriate, OIG shall notify SJH of: (a) SJH'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, SJH 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 III.E. In the event SJH elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until SJH 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 CCA and shall be grounds for exclusion under Section III.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 II.F.

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

D. Exclusion for Material Breach of this CCA.

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

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

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

3. *Opportunity to Cure.* SJH 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. SJH is in compliance with the requirements of the CCA 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) SJH has begun to take action to cure the material breach; (ii) SJH is pursuing such action with due diligence; and (iii) SJH has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, SJH fails to satisfy the requirements of Section III.D.3, OIG may exclude SJH from participation in the Federal health care programs. OIG shall notify SJH in writing of its determination to exclude SJH (this letter shall be referred to as the "Exclusion Letter"). Subject to the Dispute Resolution provisions in Section III.E, below, the exclusion shall go into effect 30 days after the date of SJH'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, SJH 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 SJH of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CCA, SJH 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 CCA. 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 CCA shall be: (a) whether SJH was in full and timely compliance with the requirements of this CCA for which OIG demands payment; and (b) the period of noncompliance. SJH 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 CCA and orders SJH to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless SJH 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 CCA shall be:

- a. whether SJH was in material breach of this CCA;
- b. whether such breach was continuing on the date of the Exclusion Letter; and
- c. whether the alleged material breach could not have been cured within the 30-day period, but that: (i) SJH had begun to take action to cure the material breach within that period; (ii) SJH has pursued and is pursuing such action with due diligence; and (iii) SJH provided to OIG within that period a reasonable timetable for curing the material breach and SJH 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 SJH, only after a DAB decision in favor of OIG. SJH's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude SJH 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 SJH 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. SJH 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 SJH, SJH shall be reinstated effective on the date of the original exclusion.

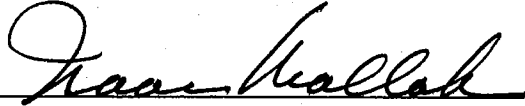
4. *Finality of Decision.* The review by an ALJ or DAB provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CCA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for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

#### **IV. EFFECTIVE AND BINDING AGREEMENT**

SJH and OIG agree as follows:

- A. This CCA shall be binding on the successors, assigns, and transferees of SJH;
- B. This CCA shall become final and binding on the date the final signature is obtained on the CCA;
- C. Any modifications to this CCA shall be made with the prior written consent of the parties to this CCA;
- D. OIG may agree to a suspension of SJH's obligations under this CCA in the event of SJH's cessation of participation in Federal health care programs. If SJH withdraws from participation in Federal health care programs and is relieved of its CCA obligations by OIG, SJH shall notify OIG at least 30 days in advance of SJH'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 CCA should be reactivated or modified.
- E. The undersigned SJH signatories represent and warrant that they are authorized to execute this CCA. The undersigned OIG signatory represents that he is signing this CCA in his official capacity and that he is authorized to execute this CCA.

**ON BEHALF OF ST. JOSEPH'S HOSPITAL**



ISAAC MALLAH  
President and Chief Executive Officer  
St. Joseph's Hospital

3/29/2006  
DATE

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



GREGORY E. DEMSKE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General

4/11/06  
DATE

**DECLARATION**

The declarant is currently the President and Chief Executive Officer of St. Joseph's Hospital (SJH) in Tampa, Florida. The declarant is authorized to sign contracts on behalf of SJH and has personal knowledge of the facts stated herein. The following describes the compliance program (Program) currently in place for SJH.

1. The annual budget for the Program is attached hereto as Exhibit 1 and SJH shall sustain, at a minimum, the levels of funding reflected therein for three years subsequent to the Effective Date.

2. The Program includes a Compliance Officer who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with Federal health care program requirements. The Compliance Officer also is responsible for monitoring the day-to-day compliance activities of SJH. The Compliance Officer is a member of senior management of SJH and reports directly to the President and Chief Executive Officer. The Compliance officer also makes periodic (at least quarterly) reports regarding compliance matters directly to the Executive Committee of the Board of Directors of SJH, and is authorized to report on such matters to the Board of Directors of SJH at any time.

3. The Program includes a Compliance Committee that is chaired by the Compliance Officer and that is made up of other members of senior management necessary to support the Compliance Officer in fulfilling his/her responsibilities under the Program (e.g., senior executives of relevant departments, such as billing, clinical, human resources, audit, and operations).

4. SJH has in place a Code of Conduct that includes: (a) SJH'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) SJH's requirement that all of its personnel are expected to comply with all Federal health care program requirements and with the Policies and Procedures described in Paragraph 5 below; (c) the requirement that all of SJH's personnel are expected to report to the Compliance Officer or other appropriate individual designated by SJH suspected violations of any Federal health care program requirements or of SJH's own Policies and

Procedures; (d) the possible consequences to both SJH and its personnel of the failure to comply with Federal health care program requirements and with SJH's own Policies and Procedures and the failure to report such noncompliance; and (e) the right of SJH's personnel to use the Disclosure Program described in Paragraph 8 below and SJH's commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures. Each (i) officer, director, and employee; and (ii) contractor, subcontractor, or other agent who provides patient care (other than medical staff members) or who performs billing or coding functions on behalf of SJH is required to certify in writing that he or she has received, read, understood, and will abide by the Code of Conduct.<sup>1</sup> In addition, SJH shall provide its Code of Conduct to all of its active medical staff and request each of them to certify in writing that he or she has received, read, and will abide by the Code of Conduct.

5. SJH has in place Policies and Procedures regarding the operation of the Program and SJH's compliance with Federal health care program requirements. The Policies and Procedures are made available to all relevant SJH personnel. At least annually (and more frequently, if appropriate), SJH reviews and updates as necessary its Policies and Procedures and, if revisions are made, or makes available the relevant portions of any revised Policies and Procedures to all SJH personnel whose job functions relate to the revised Policies and Procedures.

6. SJH has in place an annual training program that requires each (i) officer, director, and employee; and (ii) contractor, subcontractor, or other agent who provides patient care (other than medical staff members) or who performs billing or coding functions on behalf of SJH to attend at least one hour of annual compliance training that addresses SJH's Code of Conduct and the operation of the Program or demonstrate proficiency with those principles by achieving a passing score on a written or online test".<sup>2</sup> In addition, SJH will use its best efforts to encourage all of its active medical staff

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<sup>1</sup> The Certification related to the Code of Conduct is not required for 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. Such individuals shall be required to make the appropriate certification at the point when they work more than 160 hours during the calendar year.

<sup>2</sup> The compliance training is not required for 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. Such individuals shall be required to receive the compliance training, however, at the point when they work more than 160 hours during the calendar year.

to attend at least one hour of annual compliance training that addresses SJH's Code of Conduct and the operation of the Program or demonstrate proficiency with those principles by achieving a passing score on a written or online test. SJH's annual training program also requires additional hours of training for each employee, contractor, subcontractor, or other agent who performs billing, coding, or claims preparation functions on behalf of SJH. Such additional training addresses the following areas as appropriate for the individual's job function: (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 Federal health care program requirements; and (f) examples of proper and improper claims submission practices. SJH maintains written or electronic records that identify the type of annual training provided, the date(s) of the training, and the attendees. Persons providing the training are knowledgeable about the subject area. SJH reviews the training content on an annual basis and, as appropriate, updates the training to reflect changes in Federal health care program requirements and/or any issues discovered during the internal audits described in Paragraph 7 below.

7. SJH has in place a compliance function that performs periodic reviews to monitor SJH's compliance with Federal health care program requirements, including focused reviews relating to specific risk areas identified by the OIG and/or through the Program. SJH has one and one-half (1.5) full-time equivalent ("FTE") qualified employees in its compliance function who are assigned to review SJH's compliance with Federal health care program requirements with respect to hospital-physician relationships and is currently recruiting for two (2) additional FTE qualified employees to also perform that function. These FTEs are supervised by the Deputy Compliance Officer of SJH, and any potential problems are to be brought to the attention of the CEO of SJH and the relevant compliance or executive committee. Other elements of the Program (i.e., other than hospital-physician relationships) are staffed by the compliance department of BayCare Health System, which has four (4) FTE qualified employees in its compliance department who are assigned to review participating hospitals' (including SJH's) compliance with Federal health care program requirements. SJH also has a Compliance Officer who coordinates these other elements of the Program for SJH. In addition, SJH's compliance policies and procedures require that any financial agreement between SJH and any physician, including but not limited to, recruitment, employment, leases, service

contracts and medical directorships, be reviewed by legal counsel outside SJH for compliance with Federal health care program requirements prior to execution or renewal. SJH has established and periodically updates a database that includes all physician contracts, including real estate leases (both lessor and lessee). SJH reviews all leases and other contracts with renewal provisions in advance of the notice period for nonrenewal, which may vary by contract. In order to ensure completeness of the database, SJH compares an accounts payable (AP) report with the database listings and also annually compares Form 1099 filings with the database listing. SJH's AP department requires that a vendor master file be entered in the AP computer system for each physician contract, indicating the number of payments to be made pursuant to the contract (e.g., 12 payments for a one year medical director agreement calling for monthly payments for services). The AP system will not permit any payment to be made following the maximum number of payments entered in the relevant vendor master file for that contract. The AP department at SJH also is not permitted to make running payments to a vendor without a signed contract and an approval form (signed by the executive with authority to approve payments and execute contracts).

8. SJH maintains a Disclosure Program that includes a mechanism 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 SJH'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. SJH publicizes the existence of the disclosure mechanism to all personnel.

The Disclosure Program emphasizes a nonretribution, nonretaliation policy, and includes a reporting mechanism for anonymous communications for which appropriate confidentiality is maintained. Each disclosure is reviewed by the Compliance Officer, who either investigates the disclosure or refers the disclosure to the relevant department or manager for follow up and any appropriate corrective action.

The Compliance Officer (or designee) maintains a disclosure log, which includes a record and summary of each disclosure received (whether anonymous or not), the status of SJH's internal review of the allegations, and any corrective action taken in response to the internal review.

9. SJH has in place a policy and procedure for screening all prospective officers, directors, employees, contractors, medical staff, and agents to ensure that they are not



Ineligible Persons<sup>3</sup> by: (a) requiring such persons to disclose whether they are an Ineligible Person; and (b) appropriately querying the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>) (these lists shall hereinafter be referred to as the "Exclusion Lists"). SJH also performs annual screening of its current officers, directors, employees, contractors, medical staff, and agents against the Exclusion Lists and requires all officers, directors, employees, contractors, medical staff, and agents to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

SJH also has a policy in place that, if SJH has actual notice that an owner, officer, director, employee, contractor, medical staff, or agent has become an Ineligible Person, SJH will remove such person from responsibility for, or involvement with, SJH's business operations related to the Federal health care programs and will remove such person from any position for which the person's compensation or items or services furnished, ordered, or prescribed by the person are paid in whole or in 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. (Nothing in this Declaration affects the responsibility of SJH to refrain from billing Federal health care programs for items or services furnished, ordered, or prescribed by excluded individuals or SJH's liability for overpayments received by SJH as a result of billing any Federal health care program for such items or services.)

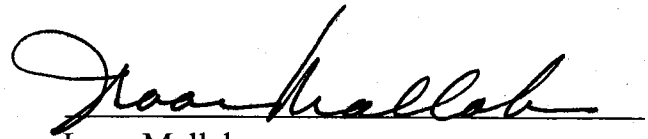
The undersigned signatory represents and warrants that he/she is authorized to execute this declaration on behalf of SJH.

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

Executed on this 29 day of March 2006.

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<sup>3</sup> An "Ineligible Person" is 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.

A handwritten signature in black ink, appearing to read "Isaac Mallah", written over a horizontal line.

Isaac Mallah  
President and Chief Executive Officer  
St. Joseph's Hospital

## 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		