

**CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.**

I. PREAMBLE

University Hospitals Health System, Inc. 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 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, University Hospitals Health System, Inc. is entering into a Settlement Agreement with the United States.

For purposes of this CIA, "UHHS" is defined as University Hospitals Health System, Inc., University Hospitals of Cleveland, The Brown Memorial Hospital (dba UHHS-Brown Memorial Hospital), The Memorial Hospital of Geneva (dba UHHS-Memorial Hospital of Geneva), The Community Hospital of Bedford, Inc. (dba University Hospitals Health System Bedford Medical Center), The Geauga Hospital Association, Inc. (dba University Hospitals Health System Geauga Regional Hospital), UHHS-Richmond Heights Hospital, Inc., University Hospitals Health System Heather Hill Rehabilitation Hospital, Inc. and University Hospitals Health System-Heather Hill, Inc. Prior to execution of this CIA, UHHS voluntarily established a compliance plan that applies to all UHHS wholly-owned subsidiaries and facilities. UHHS agrees that it shall maintain the compliance plan during the term of the CIA in a manner that meets the requirements of the CIA. UHHS may modify the compliance plan as appropriate; provided, however, that any such modification of the compliance plan meets the requirements of the CIA.

II. TERM AND SCOPE OF THE CIA

A. The period of the compliance obligations assumed by UHHS under this CIA shall be five 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) UHHS’ final annual report; or (2) any additional materials submitted by UHHS pursuant to OIG’s request, whichever is later.

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

1. “Arrangements” shall mean every arrangement or transaction that:
 - a. involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value; and is between UHHS and any actual or potential source of health care business or referrals to UHHS or any actual or potential recipient of health care business or referrals from UHHS. The term “source” shall mean any physician, contractor, vendor, or agent and the term “health care business or referrals” shall be read to include referring, recommending, arranging for, ordering, leasing, or purchasing of any good, facility, item, or service for which payment may be made in whole or in part by a Federal health care program; or
 - b. is between UHHS and a physician (or a physician’s immediate family member (as defined at 42 C.F.R. § 411.351)) who makes a referral (as defined at 42 U.S.C. § 1395nn(h)(5)) to UHHS for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)).
2. “Focus Arrangements” means all Arrangements that:
 - a. involve, directly or indirectly, the offer or payment of anything of value; and are between UHHS and any actual source of health care business or referrals to UHHS; or

- b. are between UHHS and a physician (or a physician's immediate family member (as defined at 42 C.F.R. § 411.351)) who makes a referral (as defined at 42 U.S.C. § 1395nn(h)(5)) to UHHS for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)).

3. "Covered Persons" includes:

- a. all owners, officers, directors, and employees of UHHS (excluding housekeeping, maintenance, and food service employees); and
- b. all contractors, subcontractors, agents, and other persons who provide patient care items or services or who perform billing or coding functions on behalf of UHHS, excluding vendors whose sole connection with UHHS is selling or otherwise providing medical supplies or equipment to UHHS; and
- c. physicians with active medical staff privileges at a UHHS Hospital.

Notwithstanding the above, Covered Persons 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.

4. "Arrangements Covered Persons" includes all Covered Persons involved with the development, approval, management, or review of Arrangements on behalf of UHHS.

5. "UHHS Hospital" means University Hospitals of Cleveland, The Brown Memorial Hospital (dba UHHS-Brown Memorial Hospital), The Memorial Hospital of Geneva (dba UHHS-Memorial Hospital of Geneva), The Community Hospital of Bedford, Inc. (dba University Hospitals Health System Bedford Medical Center), The Geauga Hospital Association, Inc. (dba University Hospitals Health System Geauga Regional Hospital), UHHS-Richmond Heights Hospital, Inc., University Hospitals Health

System Heather Hill Rehabilitation Hospital, Inc. and University Hospitals
Health System-Heather Hill, Inc.

III. CORPORATE INTEGRITY OBLIGATIONS

UHHS shall establish and maintain a Compliance Program that includes the following elements:

A. Compliance Officer and Committee.

1. *Compliance Officer.* Within 90 days after the Effective Date, UHHS shall appoint an individual to serve as the chief compliance officer for UHHS (UHHS Compliance Officer). UHHS shall maintain an UHHS Compliance Officer for the term of the CIA. The UHHS Compliance Officer shall be responsible for oversight of UHHS' Compliance Program, including developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements. The UHHS Compliance Officer shall be a member of senior management of UHHS reporting to the President/CEO of UHHS and the Audit and Compliance Committee of the Board of Directors of UHHS (Audit Committee). The UHHS Compliance Officer shall make periodic (at least quarterly) reports regarding compliance matters directly to the Audit Committee and shall be authorized to report on such matters to the Audit Committee at any time. The UHHS Compliance Officer shall serve as chairperson for the UHHS Compliance Executive Oversight Committee (Compliance Oversight Committee). The UHHS Compliance Officer shall not be, or be subordinate to, the General Counsel or Chief Financial Officer. The UHHS Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by UHHS as well as for any reporting obligations created under this CIA.

In addition, UHHS certifies that it has appointed an individual to serve as the compliance officer at each UHHS Hospital (Hospital Compliance Officer). UHHS shall maintain a Hospital Compliance Officer for each UHHS Hospital for the term of the CIA. The Hospital Compliance Officers shall be responsible for oversight of the Compliance Program at such officer's UHHS Hospital, including implementing and monitoring UHHS' policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements. The Hospital Compliance Officers shall report to the President/CEO of his or her respective UHHS Hospital and the UHHS Compliance Officer. The Hospital Compliance

Officers shall be responsible for monitoring the day-to-day compliance activities engaged in by the UHHS Hospital.

UHHS shall report to OIG, in writing, any changes in the identity or position description of the UHHS Compliance Officer or any Hospital Compliance Officer, or any actions or changes that would affect the UHHS Compliance Officer's or any Hospital 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.* UHHS certifies that it has appointed the Audit Committee and the Compliance Oversight Committee. UHHS shall maintain the Audit Committee and the Compliance Oversight Committee for the term of the CIA. The Compliance Oversight Committee shall, at a minimum, include the UHHS 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 UHHS Compliance Officer shall chair the Compliance Oversight Committee. The Compliance Oversight Committee shall support the UHHS 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).

UHHS shall report to OIG, in writing, any changes in the composition of the Audit or Compliance Oversight Committees, or any actions or changes that would affect the Audit or Compliance Oversight Committees' ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

B. Written Standards.

1. *Code of Conduct.* UHHS certifies that it has developed, implemented, and distributed, in paper or electronic form, a written Code of Conduct to all employees. UHHS shall maintain a written Code of Conduct for the term of the CIA. UHHS shall revise the Code of Conduct within 90 days after the Effective Date to the extent necessary to comply with the terms of the CIA. The Code of Conduct, revised if necessary, shall be distributed in paper or electronic form to all Covered Persons within 120 days after the Effective Date. UHHS 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. UHHS' 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. UHHS' requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with UHHS' own Policies and Procedures as implemented pursuant to this Section III.B (including the requirements of this CIA);
- c. the requirement that all of UHHS' Covered Persons shall be expected to report to the UHHS Compliance Officer or other appropriate individual designated by UHHS suspected violations of any Federal health care program requirements or of UHHS' own Policies and Procedures;
- d. the possible consequences to both UHHS and Covered Persons of failure to comply with Federal health care program requirements and with UHHS' 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.F, and UHHS' commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

UHHS certifies that the UHHS Code of Conduct shall apply to each UHHS Hospital. Within 120 days after the Effective Date, each Covered Person shall certify, in writing or electronically, that he or she has received, read, understood, and shall abide by UHHS' Code of Conduct. New Covered Persons shall receive the Code of Conduct and shall complete the required certification within 30 days after becoming a Covered Person or within 120 days after the Effective Date, whichever is later.

Additionally, the following shall constitute the obligations for UHHS under this Section III.B.1 with respect to physicians who have active medical staff privileges but with whom UHHS does not have a financial relationship ("Excepted Physicians"): (i) UHHS shall distribute the Code of Conduct to Excepted Physicians in accordance with the time requirements for other Covered Persons as set forth in this Section III.B.1; (ii)

UHHS shall also use its best efforts to obtain written certifications from Excepted Physicians in accordance with the above description; and (iii) UHHS shall keep records of the percentage of Excepted Physicians who have completed the certification requirement.

UHHS 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 30 days after any revisions are finalized. Each Covered Person shall certify, in writing or electronically, 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.* Within 120 days after the Effective Date, UHHS shall implement written Policies and Procedures regarding the operation of UHHS' compliance program and its compliance with Federal health care program requirements. At a minimum, the Policies and Procedures shall address:

- a. the subjects relating to the Code of Conduct identified in Section III.B.1;
- b. 42 U.S.C. § 1320a-7b(b) (Anti-Kickback Statute) and 42 U.S.C. § 1395nn (Stark Law), and the regulations and other guidance documents related to these statutes, and business or financial arrangements or contracts that generate unlawful Federal health care program business in violation of the Anti-Kickback Statute or the Stark Law; and
- c. the requirements set forth in Section III.D (Compliance with the Anti-Kickback Statute and Stark Law), including but not limited to the Focus Arrangements Databases, the internal review and approval process, and the tracking of remuneration to and from sources of health care business or referrals.

UHHS certifies that UHHS' Policies and Procedures shall apply to each UHHS Hospital. Within 120 days after the Effective Date, the relevant portions of the Policies and Procedures shall be distributed in paper or electronic form to all Covered Persons 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), UHHS 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 in paper or electronic form to all Covered Persons whose job functions relate to those Policies and Procedures.

C. Training and Education.

1. *General Training.* Within 120 days after the Effective Date, UHHS shall provide at least two hours of General Training to each Covered Person. This training, at a minimum, shall explain UHHS':

- a. CIA requirements; and
- b. UHHS' Compliance Program (including the Code of Conduct and the Policies and Procedures as they pertain to general compliance issues).

If, pursuant to UHHS' Compliance Program, UHHS provided training to Covered Persons that satisfies the General Training requirements set forth in this section on or after May 1, 2006, then the OIG shall credit such training for purposes of satisfying the applicable General Training requirements for the first Reporting Period.

New Covered Persons shall receive the General Training described above within 30 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 General Training annually.

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

- a. Arrangements that potentially implicate the Anti-Kickback Statute or the Stark Law, as well as the regulations and other guidance documents related to these statutes;

- b. UHHS' policies, procedures, and other requirements relating to Arrangements, including but not limited to the Focus Arrangements Databases, the internal review and approval process, and the tracking of remuneration to and from sources of health care business or referrals required by Section III.D of the CIA;
- c. the personal obligation of each Arrangements Covered Person to know the applicable legal requirements and UHHS' policies and procedures;
- d. the legal sanctions under the Anti-Kickback Statute and the Stark Law; and
- e. examples of violations of the Anti-Kickback Statute and the Stark Law.

If, pursuant to UHHS' Compliance Program, UHHS provided training to Arrangements Covered Persons that satisfies the Arrangements Training requirements set forth in this section on or after May 1, 2006, then the OIG shall credit such training for purposes of satisfying UHHS' Arrangements Training requirements for the first Reporting Period.

New Arrangements Covered Persons shall receive this training within 30 days after the beginning of their employment or becoming Arrangements Covered Persons, or within 120 days after the Effective Date, whichever is later. An UHHS employee who has completed the Arrangements Training shall review a new Arrangements Covered Person's work until such time as the new Arrangements Covered Person completes his or her Arrangements Training.

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

3. *Certification.* Each individual who is required to attend training shall certify, in writing, or in electronic form, that he or she has received the required training. The certification shall specify the type of training received and the date received. The UHHS 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.* UHHS 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 Focus Arrangements Review, Unallowable Cost review, and any other relevant information.

6. *Computer-based Training.* UHHS may provide the training required under this CIA through appropriate computer-based training approaches. If UHHS 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.

7. *Excepted Physicians.* Notwithstanding any other provision of this Section III.C., UHHS shall: (i) make the General Training available to Excepted Physicians; (ii) use its best efforts to encourage the attendance and participation of Excepted Physicians in the General Training; and (iii) maintain records of the percentage of all Excepted Physicians who attend such training.

D. Compliance with the Anti-Kickback Statute and Stark Law.

1. *Arrangements Procedures.* Within 120 days after the Effective Date, UHHS shall create procedures reasonably designed to ensure that each existing and new or renewed Arrangement does not violate the Anti-Kickback Statute and/or the Stark Law or the regulations, directives, and guidance related to these statutes (Arrangements Procedures). These procedures shall include the following:

- a. creating and maintaining databases of all existing and new or renewed Focus Arrangements as described in Appendix A that shall contain the information specified in Appendix A (collectively the "Focus Arrangements Databases");
- b. tracking remuneration to and from all parties to each Focus Arrangement;
- c. tracking service and activity logs to ensure that parties to the Focus Arrangement are performing the services required under the applicable Focus Arrangement(s) (if applicable);

- d. monitoring the use of leased space, medical supplies, medical devices, equipment, or other patient care items to ensure that such use is consistent with the terms of the applicable Focus Arrangement(s) (if applicable);
- e. establishing and implementing a written policy and procedure regarding the review and approval process for all Arrangements, including but not limited to a legal review of Focus Arrangements by counsel with expertise in the Anti-Kickback Statute and Stark Law and appropriate documentation of all internal controls, the purpose of which is to ensure that all new and existing or renewed Arrangements do not violate the Anti-Kickback Statute and Stark Law;
- f. requiring the UHHS Compliance Officer to review the Focus Arrangements Databases, internal review and approval process, and other Arrangements Procedures on at least a quarterly basis and to provide a report on the results of such review to the Compliance Oversight Committee; and
- g. implementing effective responses when suspected violations of the Anti-Kickback Statute and Stark Law are discovered, including disclosing Reportable Events and quantifying and repaying Overpayments pursuant to Section III.I (Reporting) when appropriate.

2. *New or Renewed Focus Arrangements.* Prior to entering into new Focus Arrangements or renewing existing Focus Arrangements, in addition to complying with the Arrangements Procedures set forth above, UHHS shall comply with the following requirements (Focus Arrangements Requirements):

- a. Ensure that each Focus Arrangement is set forth in writing, signed by UHHS and the other parties to the Focus Arrangement and is tracked in a Focus Arrangements Database; provided, however, that Focus Arrangements constituting non-contractual transactions subject to 42 C.F.R. § 411.357(k) are not required to

be in writing but are required to be tracked in a Focus Arrangements Database;

- b. For each Focus Arrangement set forth in writing as provided in Section III.D.2.a above:
 - i. such written agreement shall include a requirement that all individuals who meet the definition of Covered Persons shall comply with UHHS' Compliance Program and a certification by the parties to the Focus Arrangement that the parties shall not violate the Anti-Kickback Statute and the Stark Law with respect to the performance of the Focus Arrangement; and
 - ii. UHHS shall provide each party to the Focus Arrangement with a paper or electronic copy of its Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures.

3. *Records Retention and Access.* UHHS shall retain and make available to OIG, upon request, the Focus Arrangements Databases, all supporting documentation of all Arrangements subject to this Section III.D, and, to the extent available, all non-privileged communications related to the Arrangements and the actual performance of the duties under the Arrangements.

E. Review Procedures.

1. *General Description.*

a. *Engagement of Independent Review Organization.* Within 120 days after the Effective Date, UHHS shall engage an individual or entity (or entities), such as an accounting, auditing, law, or consulting firm (hereinafter "Independent Review Organization" or "IRO"), to perform the following reviews: (i) a review to assist UHHS in assessing its compliance with the obligations pursuant to Section III.D of this Agreement (Focus Arrangements Review), and (ii) a review to analyze whether UHHS sought payment for certain unallowable costs (Unallowable Cost Review). The IRO(s) engaged

by UHHS shall have expertise in the subject matter of the review(s) that the IRO(s) is/are being engaged to perform and in the general requirements of the Federal health care program(s) from which UHHS seeks reimbursement.

Each IRO shall assess, along with UHHS, 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 engagement of the IRO for the Focus Arrangements Review shall not be deemed to create an attorney-client relationship between UHHS and the IRO. The other applicable requirements relating to the IRO(s) are outlined in Appendix B to this Agreement, which is incorporated by reference.

b. *Frequency of Arrangements Review.* The Focus Arrangements Review shall be performed annually and shall cover each of the Reporting Periods. The IRO(s) shall perform all components of each annual Focus Arrangements Review.

c. *Frequency of Unallowable Cost Review.* The IRO shall perform the Unallowable Cost Review as set forth below for the first Reporting Period.

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

e. *Responsibilities and Liabilities.* Nothing in this Section III.E affects UHHS' responsibilities or liabilities under any criminal, civil, or administrative laws or regulations applicable to any Federal health care program including, but not limited to, the Anti-Kickback Statute and/or the Stark Law.

2. *Focus Arrangements Review.* The IRO shall perform a review to assess whether UHHS is complying with the Arrangements Procedures and Focus Arrangements Requirements required by Sections III.D.1 and III.D.2 of this CIA. The IRO shall

randomly select a sample of 25 Focus Arrangements that were entered into or renewed during the Reporting Period (Sample). The Sample shall contain 20 Focus Arrangements that constitute contractual transactions and five Focus Arrangements that constitute non-contractual transactions. The IRO shall assess whether UHHS has implemented the Arrangements Procedures and, for each selected Focus Arrangement in the Sample, the IRO shall assess whether UHHS has complied with the Arrangements Procedures and Focus Arrangements Requirements specifically with respect to that Focus Arrangement. The IRO's assessment shall include, but is not limited to (a) verifying that the Focus Arrangement is listed in the appropriate Focus Arrangements Database; (b) verifying that the Focus Arrangement was subject to the internal review and approval process (including both a legal and business review) and obtained the necessary approvals and that such review and approval is appropriately documented; (c) verifying that the remuneration related to the Focus Arrangement is properly tracked; (d) verifying that the service and activity logs are properly completed and reviewed (if applicable); (e) verifying that leased space, medical supplies, medical devices, and equipment, and other patient care items are properly monitored (if applicable); (f) verifying that the UHHS Compliance Officer is reviewing the Focus Arrangements Databases, internal review and approval process, and other Arrangements Procedures on a quarterly basis and reporting the results of such review to the Compliance Oversight Committee; (g) verifying that effective responses are being implemented when violations of the Anti-Kickback Statute and Stark Law are discovered; and (h) verifying that the UHHS has met the requirements of Section III.D.2.

3. *Focus Arrangements Review Report.* The IRO shall prepare a report based upon the Focus Arrangements Review performed (Focus Arrangements Review Report). The Focus Arrangements Review Report shall include the IRO's findings with respect to (a) whether UHHS has generally implemented the Arrangements Procedures described in Section III.D.1; and (b) specific findings as to whether UHHS has complied with the Arrangements Procedures and Focus Arrangements Requirements with respect to each of the randomly selected Focus Arrangements reviewed by the IRO. In addition, the Focus Arrangements Review Report shall include any observations, findings, and recommendations on possible improvements to UHHS' policies, procedures, and systems in place to ensure that all Arrangements do not violate the Anti-Kickback Statute and Stark Law.

4. Unallowable Cost Review. The IRO shall conduct a review of UHHS' compliance with the unallowable cost provisions of the Settlement Agreement. The IRO shall determine whether UHHS 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 UHHS 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 UHHS 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) UHHS' Focus Arrangements Review or Unallowable Cost Review fails to conform to the requirements of this Agreement; or (b) the IRO's findings or Focus Arrangements Review or Unallowable Cost Review results are inaccurate, OIG may, at its sole discretion, conduct its own review to determine whether the Focus Arrangements Review or Unallowable Cost Review complied with the requirements of the Agreement and/or the findings or Focus Arrangements Review or Unallowable Cost Review results are inaccurate (Validation Review). UHHS 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 UHHS' final Annual Report must be initiated no later than one year after UHHS' final submission (as described in Section II) is received by OIG.

Prior to initiating a Validation Review, OIG shall notify UHHS 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, UHHS may request a meeting with OIG to: (a) discuss the results of any Focus Arrangements Review or Unallowable Cost Review submissions or findings; (b) present any additional information to clarify the results of the Focus Arrangements Review or Unallowable Cost Review or to correct the

inaccuracy of the Focus Arrangements Review or Unallowable Cost Review; and/or (c) propose alternatives to the proposed Validation Review. UHHS 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 Focus Arrangements Review or Unallowable Cost Review issues with UHHS 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 UHHS 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 Focus Arrangements Review or Unallowable Cost Review and that it has concluded that it is, in fact, independent and/or objective.

F. Disclosure Program.

UHHS certifies that it has established a Disclosure Program that includes a mechanism (e.g., a toll-free compliance telephone line) to enable individuals to disclose, to the UHHS Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with UHHS' 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. UHHS shall maintain such Disclosure Program for the term of the CIA. UHHS shall appropriately publicize the existence of the disclosure mechanism (e.g., via periodic e-mails to employees or by posting the information in prominent common areas).

The Disclosure Program shall emphasize a nonretribution, nonretaliation policy, and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained. Upon receipt of a disclosure, the UHHS Compliance Officer (or designee) shall gather all relevant information from the disclosing individual. The UHHS 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, UHHS shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted.

The UHHS Compliance Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal reviews. The disclosure log shall be made available to OIG upon request.

G. 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.gov>).
- c. “Screened Persons” include prospective and current owners, officers, directors, employees, contractors, and agents of UHHS.

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

- a. UHHS shall screen all Screened Persons against the Exclusion Lists prior to engaging their services and, as part of the hiring or contracting process, shall require all Screened Persons to disclose whether they are an Ineligible Person.
- b. UHHS shall screen all Screened Persons against the Exclusion Lists within 120 days after the Effective Date and on an annual basis thereafter.
- c. UHHS shall implement a policy requiring all Screened Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that Screened Person an Ineligible Person.

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

3. *Removal Requirement.* If UHHS has actual notice that a Screened Person has become an Ineligible Person, UHHS shall remove such person from responsibility for, or involvement with, UHHS' business operations related to the Federal health care programs and shall remove such person from any position for which such person's compensation or the items or services furnished, ordered, or prescribed by such 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 such person is reinstated into participation in the Federal health care programs.

4. *Pending Charges and Proposed Exclusions.* If UHHS 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) or 1320a-7(b)(1)-(3), or is proposed for exclusion during his or her employment or contract term, or, in the case of a physician, during the term of the physician's medical staff privileges, UHHS 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.

H. Notification of Government Investigation or Legal Proceedings.

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

I. Reporting.

1. *Overpayments.*

a. Definition of Overpayments. For purposes of this CIA, an “Overpayment” shall mean the amount of money UHHS 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, UHHS identifies or learns of any Overpayment, UHHS 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 (or such additional time as may be agreed to by the payor), UHHS 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, UHHS 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 C 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 UHHS determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, UHHS shall notify OIG, in writing, within 30 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.I.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 UHHS' actions taken to correct the Reportable Event; and
- iv. any further steps UHHS plans to take to address the Reportable Event and prevent it from recurring.

Notwithstanding any other provision in Section III.I.2 to the contrary, in the event that a submission by UHHS is accepted into the OIG Provider Self-Disclosure Protocol regarding a Reportable Event that resulted in an Overpayment, OIG may, in its sole discretion and upon the request of UHHS, waive the CIA's requirement that UHHS repay the Overpayment within the time otherwise required in Section III.I.1 and permit UHHS to repay the Overpayment within a time period agreed to by OIG.

IV. NEW BUSINESS UNITS OR LOCATIONS

In the event that, after the Effective Date, UHHS 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, UHHS shall notify OIG of this fact as soon as possible, but no later than within 30 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 150 days after the Effective Date, UHHS 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 UHHS Compliance Officer and the Hospital Compliance Officers required by Section III.A, and a summary of other noncompliance job responsibilities the UHHS Compliance Officer or the Hospital Compliance Officers may have;

2. the names and positions of the members of the Audit and Compliance Oversight Committees required by Section III.A;

3. a copy of UHHS' 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. the 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 Focus Arrangements Databases required by Section III.D.1.a;

8. a description of the internal review and approval process required by Section III.D.1.e;
9. a description of the tracking and monitoring procedures and other Arrangements Procedures required by Section III.D.1;
10. a description of the Disclosure Program required by Section III.F;
11. 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 UHHS and the IRO; and (d) the proposed start and completion dates of the Focus Arrangements Review or Unallowable Cost Review;
12. a certification from the IRO regarding its professional independence and/or objectivity with respect to UHHS;
13. a description of the process by which UHHS fulfills the requirements of Section III.G regarding Ineligible Persons;
14. the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.G; the actions taken in response to the screening and removal obligations set forth in Section III.G; 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;
15. a list of all of UHHS' 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 UHHS currently submits claims;
16. a description of UHHS' corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business; and
17. the certifications required by Section V.C.

B. Annual Reports. UHHS shall submit to OIG annually a report with respect to the status of, and findings regarding, UHHS' compliance activities for each of the five 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 UHHS Compliance Officer or a Hospital Compliance Officer and any change in the membership of the Audit or Compliance Oversight Committees 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; and
 - b. the 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 description of any changes to the Focus Arrangements Databases required by Section III.D.1.a;
6. a description of any changes to the internal review and approval process required by Section III.D.1.e;

7. a description of any changes to the tracking and monitoring procedures and other Arrangements Procedures required by Section III.D.1;
8. a complete copy of all reports prepared pursuant to Section III.E, along with a copy of the IRO's engagement letter (if applicable);
9. UHHS' response and corrective action plan(s) related to any issues raised by the reports prepared pursuant to Section III.E;
10. a summary and description of any and all current and prior engagements and agreements between UHHS and the IRO, if different from what was submitted as part of the Implementation Report;
11. a certification from the IRO regarding its professional independence and/or objectivity with respect to UHHS;
12. a summary of Reportable Events (as defined in Section III.I) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;
13. 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;
14. a summary of the disclosures in the disclosure log required by Section III.F that: (a) relate to Federal health care programs; (b) allege abuse or neglect of patients; or (c) involve allegations of conduct that may involve illegal remunerations or inappropriate referrals in violation of the Anti-Kickback Statute or Stark law;
15. any changes to the process by which UHHS fulfills the requirements of Section III.G regarding Ineligible Persons;
16. the name, title, and responsibilities of any person who is determined to

be an Ineligible Person under Section III.G; the actions taken by UHHS in response to the screening and removal obligations set forth in Section III.G; 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;

17. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.H. 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;

18. a description of all changes to the most recently provided list of UHHS' locations (including addresses) as required by Section V.A.15; 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 UHHS currently submits claims; and

19. 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 UHHS Compliance Officer that:

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

2. to the best of his or her knowledge, UHHS has implemented procedures reasonably designed to ensure that all Arrangements do not violate the Anti-Kickback Statute and Stark Law, including the Arrangements Procedures required in Section III.D of the CIA;

3. to the best of his or her knowledge, UHHS has fulfilled the requirements for New and Renewed Focus Arrangements under Section III.D.2 of the CIA;

4. 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

5. UHHS 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. UHHS 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. UHHS 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

UHHS: Cheryl Forino Wahl
Vice President/Chief Compliance Officer
University Hospitals Health System, Inc.

10524 Euclid Avenue, Suite 1100
Cleveland, OH 44106
Telephone: 216.983.1024
Fascimile: 216.983.1057

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

VIII. DOCUMENT AND RECORD RETENTION

UHHS shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs, or to compliance with this CIA, for six 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 UHHS prior to any release by OIG of information

submitted by UHHS pursuant to its obligations under this CIA and identified upon submission by UHHS as trade secrets, or information that is commercial or financial and privileged or confidential, under the FOIA rules. With respect to such releases, UHHS shall have the rights set forth at 45 C.F.R. § 5.65(d).

X. BREACH AND DEFAULT PROVISIONS

UHHS 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, UHHS 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 UHHS fails to establish and implement any of the following obligations as described in Section III:

- a. a UHHS Compliance Officer or Hospital Compliance Officer;
- b. an Audit Committee or Compliance Oversight Committee;
- c. a written Code of Conduct;
- d. written Policies and Procedures;
- e. the training of Covered Persons;
- f. the Arrangements Procedures and/or Focus Arrangements Requirements described in Sections III.D.1 and III.D.2;
- g. a Disclosure Program;
- h. Ineligible Persons screening and removal requirements; and
- i. 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 UHHS fails to engage an IRO, as required in Section III.E and Appendix B.

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 UHHS fails to submit 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 UHHS fails to submit the annual Focus Arrangements Review or Unallowable Cost Review Report in accordance with the requirements of Section III.E.

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

6. A Stipulated Penalty of \$5,000 for each false certification submitted by or on behalf of UHHS 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 UHHS fails to comply fully and adequately with any obligation of this CIA. OIG shall provide notice to UHHS, stating the specific grounds for its determination that UHHS has failed to comply fully and adequately with the CIA obligation(s) at issue and steps UHHS shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after UHHS 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. UHHS 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 UHHS 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 UHHS 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 UHHS 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 UHHS of: (a) UHHS' 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, UHHS 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 UHHS elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until UHHS 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 UHHS 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 UHHS to report a Reportable Event, take corrective action, and make the appropriate refunds, as required in Section III.I;
- 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.E.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by UHHS constitutes an independent basis for UHHS' exclusion from participation in the Federal health care programs. Upon a determination by OIG that UHHS has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify UHHS of: (a) UHHS' 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.* UHHS 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. UHHS 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) UHHS has begun to take action to cure the material breach; (ii) UHHS is pursuing such action with due

diligence; and (iii) UHHS has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, UHHS fails to satisfy the requirements of Section X.D.3, OIG may exclude UHHS from participation in the Federal health care programs. OIG shall notify UHHS in writing of its determination to exclude UHHS (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 UHHS’ 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, UHHS 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 UHHS 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, UHHS 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 UHHS was in full and timely compliance with the obligations of this CIA for which OIG demands payment; and (b) the period of noncompliance. UHHS 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 UHHS to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless UHHS 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 UHHS 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) UHHS had begun to take action to cure the material breach within that period; (ii) UHHS has pursued and is pursuing such action with due diligence; and (iii) UHHS provided to OIG within that period a reasonable timetable for curing the material breach and UHHS 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 UHHS, only after a DAB decision in favor of OIG. UHHS' election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude UHHS 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 UHHS 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. UHHS 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 UHHS, UHHS 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, UHHS and OIG agree as follows:

- A. This CIA shall be binding on the successors, assigns, and transferees of UHHS;
- 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 UHHS' obligations under the CIA in the event of UHHS' cessation of participation in Federal health care programs. If UHHS withdraws from participation in Federal health care programs and is relieved of its CIA obligations by OIG, UHHS shall notify OIG at least 30 days in advance of UHHS' 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 UHHS 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 UHHS



Thomas F. Zenty III
President/CEO
University Hospitals Health System, Inc.

8/16/06

DATE



Cheryl Forino Wahl
Vice President/Chief Compliance Officer
University Hospitals Health System, Inc.

8/16/06

DATE

Roger S. Goldman
Latham & Watkins, LLP
Counsel for University Hospitals
Health System, Inc.

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 Inspector General
U. S. Department of Health and Human Services

DATE

ON BEHALF OF UHHS

Thomas F. Zenty III
President/CEO
University Hospitals Health System, Inc.

DATE

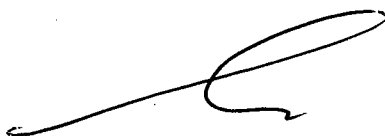
Cheryl Forino Wahl
Vice President/Chief Compliance Officer
University Hospitals Health System, Inc.

DATE

Roger S. Goldman
Latham & Watkins, LLP
Counsel for University Hospitals
Health System, Inc.

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 Inspector General
U. S. Department of Health and Human Services

8/17/06
DATE

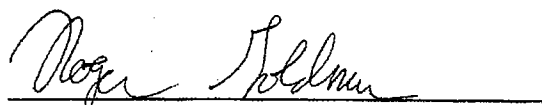
ON BEHALF OF UHHS

Thomas F. Zenty III
President/CEO
University Hospitals Health System, Inc.

DATE

Cheryl Forino Wahl
Vice President/Chief Compliance Officer
University Hospitals Health System, Inc.

DATE



Roger S. Goldman
Latham & Watkins, LLP
Counsel for University Hospitals
Health System, Inc.

8/16/06
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 Inspector General
U. S. Department of Health and Human Services

DATE

APPENDIX A

FOCUS ARRANGEMENTS DATABASES

UHHS shall create and maintain two Focus Arrangements Databases to track all new, renewed, and existing Focus Arrangements in order to ensure that each Focus Arrangement does not violate the Anti-Kickback Statute and Stark Law. The Focus Arrangement Databases shall contain certain information to assist UHHS in evaluating whether each Focus Arrangement violates the Anti-Kickback Statute and Stark Law.

A. The Focus Arrangements Database tracking contractual transactions shall contain at least the following information:

1. Each party involved in the Focus Arrangement;
2. The type of Focus Arrangement (e.g., physician employment contract, medical directorship, lease agreement);
3. The term of the Focus Arrangement, including the effective and expiration dates and any automatic renewal provisions;
4. The amount of compensation to be paid pursuant to the Focus Arrangement and the means by which compensation is paid;
5. The methodology for determining the compensation under the Focus Arrangements, including the methodology used to determine the fair market value of such compensation;
6. Whether the amount of compensation to be paid pursuant to the Focus Arrangement is determined based on the volume or value of referrals between the parties;
7. Whether each party has fulfilled the requirements of Section III.D.2; and
8. Whether the Focus Arrangement satisfies the requirements of an Anti-Kickback Statute safe harbor and/or a Stark Law exception or safe harbor, as applicable.

B. The Focus Arrangements Database tracking non-contractual transactions subject to 42 C.F.R. § 411.357(k) shall contain at least the following information:

1. Each party involved in the Focus Arrangement;
2. The type of Focus Arrangement (e.g., the type of non-contractual transaction);
3. The aggregate value of all non-contractual transactions with each entity or individual during the Reporting Period;
4. Whether the amount of compensation to be paid pursuant to the Focus Arrangement is determined based on the volume or value of referrals between the parties; and
5. Whether the Focus Arrangement satisfies the requirements of an Anti-Kickback Statute safe harbor and/or a Stark Law exception or safe harbor, as applicable.

APPENDIX B INDEPENDENT REVIEW ORGANIZATION

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

A. IRO Engagement.

UHHS shall engage the IRO(s) that possesses the qualifications set forth in Paragraph B, below, to perform the responsibilities in Paragraph C, below. The IRO(s) 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(s), OIG will notify UHHS if the IRO(s) is/are unacceptable. Absent notification from OIG that the IRO is unacceptable, UHHS may continue to engage the IRO.

If UHHS 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, UHHS shall submit the information identified in Section V.A.11 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 UHHS if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, UHHS may continue to engage the IRO.

B. IRO Qualifications.

The IRO shall 1) assign individuals to conduct the Focus Arrangements Review and Unallowable Cost Review engagement who have expertise in the subject matter of the review(s) the IRO is being engaged to perform and in the general requirements of the Federal health care program(s) from which UHHS seeks reimbursement; and 2) 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 Focus Arrangements Review and Unallowable Cost Review in accordance with the specific requirements of the CIA;

2. follow all applicable statutes, regulations, laws, rules, and reimbursement guidelines in making assessments in the Focus Arrangements Review and Unallowable Cost Review;

3. if in doubt of the application of a particular Medicare policy or regulation, request clarification from the appropriate authority (e.g., fiscal intermediary or carrier);

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

5. prepare timely, clear, well-written reports that include all the information required by Section III.E.

D. IRO Independence/Objectivity.

The IRO must perform the Focus Arrangements Review and Unallowable Cost 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 UHHS.

E. IRO Removal/Termination.

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

Prior to requiring UHHS to engage a new IRO, OIG shall notify UHHS 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, UHHS 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. UHHS

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 UHHS prior to requiring UHHS to terminate the IRO. However, the final determination as to whether or not to require UHHS to engage a new IRO shall be made at the sole discretion of OIG.

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:

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