INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
RAPHA HEALTHCARE SERVICES, LLC AND SHARON RAYNES HALLIDAY

I. PREAMBLE

RAPHA Healthcare Services, LLC and Sharon Raynes Halliday (collectively, RAPHA), hereby enter into this Integrity Agreement (IA) 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 IA, RAPHA is entering into a Settlement Agreement with the United States.

II. EFFECTIVE DATE, TERM, AND DEFINITIONS

A. Effective Date. The "Effective Date" of this IA shall be the signature date of the final signatory to this IA.

B. Term. The term of this IA shall be three years from the Effective Date, except that Sections VII and X shall continue for 120 days after OIG's receipt of: (1) RAPHA's final Annual Report or (2) any additional documentation relating to the final Annual Report requested by OIG, whichever is later. In addition, if OIG issues a Stipulated Penalties Demand Letter pursuant to Section X.C.1 or a Notice of Material Breach and Intent to Exclude pursuant to Section X.E.2 prior to the expiration of the 120 day period, then Section X shall remain in effect until the Stipulated Penalties Review described in Section X.E.2 or the Exclusion Review described in Section X.E.3 is completed, and RAPHA complies with the decision.

C. Definitions.

1. "Covered Persons" means: (a) all owners who are natural persons and all employees of RAPHA and (b) all contractors who furnish patient care items or services or who perform billing or coding functions on behalf of RAPHA, except that the employees of any third party billing company that submits claims to the Federal health care programs on behalf of RAPHA shall not be considered Covered Persons, provided that RAPHA and the third party billing company provide the certifications required by Section III.J.

2. "Exclusion Lists" means the HHS/OIG List of Excluded Individuals/Entities (LEIE) (available at http://www.oig.hhs.gov) and state Medicaid program exclusion lists that are publicly available.

3. "Ineligible Person" means an individual or entity who: (a) is currently excluded from participation in any Federal health care program; or (b) has been convicted of (i) a criminal offense that is related to the delivery of an item or service under Medicare or any state health care program; (ii) a criminal offense relating to neglect or abuse of patients; (iii) a felony criminal offense relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a health care item or service or with respect to a government funded health care program (other than Medicare or a state health care program); or (iv) a felony criminal offense relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance, but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

4. "Overpayment" means any funds that RAPHA receives or retains under any Federal health care program to which RAPHA, after applicable reconciliation, is not entitled under such Federal health care program.

5. "Reportable Event" means: (a) a substantial Overpayment; (b) 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 criminal penalties or civil monetary penalties under Section 1128A or Section 1128B of the Social Security Act (the "Act) or exclusion under Section 1128 of the Act may be authorized; (c) the employment of or contracting with a Covered Person who is an Ineligible Person; or (d) the filing of a bankruptcy petition by RAPHA.

6. "Reporting Period" means each one-year period during the term of this IA, beginning with the one-year period following the Effective Date.

III. COMPLIANCE PROGRAM REQUIREMENTS

RAPHA shall establish and maintain a compliance program that includes the following elements:

A. Compliance Contact. Within 90 days after the Effective Date, RAPHA shall designate a Compliance Contact. The Compliance Contact shall not have any job responsibilities that involve acting in any capacity as legal counsel or supervising legal functions for RAPHA and shall not have any non-compliance job responsibilities that involve billing, coding or claim submission (or oversight of those functions) or any other non-compliance job responsibilities that, in OIG's discretion, may interfere or conflict with the Compliance Contact's ability to perform the duties outlined in this IA. The Compliance Contact shall be responsible for:

1. monitoring RAPHA's day-to-day compliance activities;

2. reviewing the policies and procedures required by Section III.B below at least annually;

3. making at least quarterly reports regarding compliance matters to the Sharon Raynes Halliday, Member Manager of RAPHA;

4. responding to questions from OIG regarding RAPHA's compliance with the IA; and

5. all reporting requirements created under this IA.

RAPHA shall report to OIG, in writing, any changes in the identity, duties, or job responsibilities of the Compliance Contact within five business days after such a change.

B. Policies and Procedures. Within 90 days after the Effective Date, RAPHA shall develop and implement written policies and procedures (Policies and Procedures) that address at least the following: (1) the compliance program requirements outlined in this IA; (2) compliance with the requirements relating to medical record documentation and the submission of claims for items or services billed to Medicare, Medicaid or any other Federal health care program; and (3) the identification, quantification and repayment of Overpayments received from any Federal health care program. RAPHA shall enforce its Policies and Procedures and shall make compliance with its Policies and Procedures an element of evaluating the performance of all Covered Persons. The Policies and Procedures shall be made available to all Covered Persons.

The Compliance Contact shall review the Policies and Procedures at least annually and update the Policies and Procedures as necessary. All new or revised Policies and Procedures shall be made available to all Covered Persons. All Policies and Procedures shall be made available to OIG upon request.

C. Posting of Notice. Within 90 days after the Effective Date, RAPHA shall post in a prominent place accessible to all patients and Covered Persons a notice that provides the name and phone number of the Compliance Officer and the HHS OIG Fraud Hotline telephone number (1-800-HHS-TIPS) as a confidential means by which suspected fraud or abuse in the Federal health care programs may be reported.

D. Training and Education.

1. *Covered Persons Training*. All Covered Persons shall receive at least three hours of training during the first Reporting Period. Any individuals who become Covered Persons after the Effective Date and during the term of this IA shall receive at least three hours of training within 90 days of becoming a Covered Person.

Training may be completed in-person or online. These training requirements may be satisfied only by the completion of training courses that are submitted to OIG, prior to registration for the training course, for review and approval.

At a minimum, the required training sessions must include the following topics:

a. the Federal health care program billing, coding and claim submission statutes, regulations, and program requirements and directives relating to the items or services furnished by RAPHA;

b. the Federal health care program medical record documentation requirements relating to items or services furnished by RAPHA;

c. Principles of controlled substance prescribing; and

d. the personal obligation of each individual involved in the medical record documentation and claims submission processes to ensure that medical records and claims are accurate.

The OIG may, in its discretion, require that all Covered Persons complete additional hours of training regarding the topics identified above, or additional topics, in the second or third years of the IA. The OIG shall provide notice to RAPHA of such additional required training at least 180 days prior to the required completion date for such training.

2. *Training Records.* RAPHA shall maintain written documentation (e.g., written or electronic certificates of completion from the training provider) that all Covered Persons required to receive training have completed such training. The documentation shall specify the type of training received, the individual who completed the training, and the date received.

E. Review Procedures.

1. *General Description*.

a. *Engagement of Independent Review Organization*. Within 90 days after the Effective Date, RAPHA shall engage an individual or entity (the "Independent Review Organization" or "IRO") that meets the qualifications and requirements outlined in Appendix A to this IA, which is incorporated by reference, to perform the reviews described in this Section III.E.

b. *Retention of Records*. The IRO and RAPHA shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports exchanged between the IRO and RAPHA related to the reviews described in this Section III.E.

c. *Access to Records and Personnel.* RAPHA shall ensure that the IRO has access to all records and personnel necessary to complete the reviews listed in this Section III.E and that all records furnished to the IRO are accurate and complete.

2. *Claims Review.* The IRO shall review RAPHA's fee-for-service claims submitted to and reimbursed by the Medicaid program, to determine whether the items and services furnished were medically necessary and appropriately documented and whether the claims were correctly coded, submitted, and reimbursed (Claims Review) and shall prepare a Claims Review Report, as outlined in Appendix B to this IA, which is incorporated by reference.

3. *Independence and Objectivity Certification*. The IRO shall include in its report(s) to RAPHA a certification that the IRO has (a) evaluated its professional independence and objectivity with respect to the reviews required under this Section III.E and (b) concluded that it is independent and objective, in accordance with the requirements specified in Appendix A to this IA. The IRO's certification shall include a summary of all current and prior engagements between RAPHA and the IRO.

F. Ineligible Persons.

1. *Screening Requirements*. RAPHA shall:

a. screen all prospective Covered Persons against the Exclusion Lists prior to engaging their services and, as part of the hiring or contracting process, shall require such Covered Persons to disclose whether they are Ineligible Persons;

b. screen all Covered Persons against the Exclusion Lists within 30 days after the Effective Date and on a monthly basis thereafter; and

c. require all Covered Persons to disclose immediately to the Compliance Contact (or designee) if they become an Ineligible Person.

RAPHA shall maintain documentation demonstrating that RAPHA: (1) has checked the Exclusion List (i.e., a screen print of the search results) and determined that its Covered Persons

are not Ineligible Persons and (2) has required its Covered Persons to disclose if they are an Ineligible Person.

2. *Removal Requirement*. If RAPHA has actual notice that a Covered Person has become an Ineligible Person, RAPHA shall remove such Covered Person from any position for which the Covered Person's compensation or the items or services furnished, ordered, or prescribed by the Covered Person are paid in whole or part, directly or indirectly, by any Federal health care program(s) from which the Covered Person has been excluded at least until such time as the Covered Person is reinstated into participation in such Federal health care program(s). Items or services furnished by excluded persons are not payable by Federal health care programs and RAPHA may be liable for overpayments and/or criminal, civil, and administrative sanctions for employing or contracting with an excluded person regardless of whether RAPHA meets the requirements of Section III.F.

G. Notification of Government Investigation or Legal Proceeding. RAPHA shall notify OIG, in writing, of any ongoing investigation or legal proceeding by a governmental entity or its agents involving an allegation that RAPHA has committed a crime or has engaged in fraudulent activities, within 30 days of RAPHA receiving notice of such investigation or legal proceeding. This notification shall include a description of the allegation(s), the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding. Within 30 days after resolution of the matter, RAPHA shall notify OIG, in writing, of the resolution of the investigation or legal proceeding.

H. Overpayments. RAPHA shall repay any identified Overpayment to the appropriate payor (e.g., Medicare contractor or State Medicaid agency) in accordance with the requirements of 42 U.S.C. § 1320a-7k(d) and any applicable regulations and guidance from the Centers for Medicare and Medicaid Services (CMS). RAPHA should follow the payor's policies regarding the form of notification and the repayment process for any Overpayment refunds. Any questions regarding the repayment process should be directed to the payor.

I. Reportable Events. RAPHA shall notify OIG, in writing, within 30 days after determining that a Reportable Event exists, as follows:

1. *Substantial Overpayment.* The report to OIG shall include:

   a. a complete description of all details relevant to the Reportable Event, including, at a minimum, the types of claims, transactions, or other conduct giving rise to the Reportable Event; the period during which the conduct occurred; and the names of individuals and entities believed to be implicated, including an explanation of their roles in the Reportable Event;

   b. the Federal health care programs affected by the Reportable Event;

c. a description of the steps taken by RAPHA to identify and quantify the Overpayment; and

d. a description of RAPHA's actions taken to correct the Reportable Event and prevent it from recurring.

Within 60 days of identification of the substantial Overpayment, RAPHA shall repay the Overpayment, in accordance with the requirements of 42 U.S.C. § 1320a-7k(d) and any applicable regulations and CMS guidance, and provide OIG with documentation of the repayment.

2. *Probable Violation of Law.* The report to OIG shall include:

a. a complete description of all details relevant to the Reportable Event, including, at a minimum, the types of claims, transactions or other conduct giving rise to the Reportable Event; the period during which the conduct occurred; and the names of individuals and entities believed to be implicated, including an explanation of their roles in the Reportable Event;

b. a statement of the Federal criminal, civil or administrative laws that are probably violated by the Reportable Event;

c. the Federal health care programs affected by the Reportable Event;

d. a description of the steps taken by RAPHA to identify and quantify any Overpayments; and

e. a description of RAPHA's actions taken to correct the Reportable Event and prevent it from recurring.

If the Reportable Event involves an Overpayment, within 60 days of identification of the Overpayment, RAPHA shall repay the Overpayment, in accordance with the requirements of 42 U.S.C. § 1320a-7k(d) and any applicable regulations and CMS guidance, and provide OIG with documentation of the repayment.

3. *Ineligible Person.* The report to OIG shall include:

a. the identity of the Ineligible Person and the job duties performed by that individual;

b. the dates of the Ineligible Person's employment or contractual relationship;

c. a description of the Exclusion Lists screening that RAPHA completed before and/or during the Ineligible Person's employment or contract and any flaw or breakdown in the screening process that led to the hiring or contracting with the Ineligible Person;

d. a description of how the Ineligible Person was identified; and

e. a description of any corrective action implemented to prevent future employment or contracting with an Ineligible Person.

4. *Bankruptcy.* The report to OIG shall include documentation of the bankruptcy filing and a description of any Federal health care program requirements implicated.

5. *Reportable Events Involving the Stark Law*. Any Reportable Event that involves solely a probable violation of the Stark Law should be submitted by RAPHA to CMS through the self-referral disclosure protocol (SRDP), with a copy to OIG. However, if RAPHA identifies a probable violation of the Stark Law and repays the applicable Overpayment directly to the CMS contractor, then RAPHA is not required by this Section III.I to submit the Reportable Event to CMS through the SRDP, but shall provide OIG with a copy of the repayment documentation.

J. Third Party Billing. If, prior to the Effective Date or at any time during the term of this IA RAPHA contracts with a third party billing company to submit claims to the Federal health care programs on behalf of RAPHA, RAPHA must certify to OIG that it does not have an ownership or control interest (as defined in 42 U.S.C. § 1320a-3(a)(3)) in the third party billing company.

RAPHA also shall obtain (as applicable) a certification from any third party billing company that the company: (1) has a policy of not employing any person who is excluded from participation in any Federal health care program to perform any duties related directly or indirectly to the preparation or submission of claims to Federal health care programs; (2) screens its prospective and current employees against the Exclusion Lists; and (3) provides training in the applicable requirements of the Federal health care programs to those employees involved in the preparation and submission of claims to Federal health care programs.

If applicable, a copy of these certifications shall be included in RAPHA's Implementation Report and each Annual Report required by Section V below.

IV. SUCCESSOR LIABILITY

If, after the Effective Date, RAPHA proposes to (a) sell any or all of its locations or businesses that are subject to this IA (whether through a sale of assets, sale of stock, or other type

of transaction); or (b) purchase or establish a new location or business related to the furnishing of items or services that may be reimbursed by any Federal health care program, the IA shall be binding on the purchaser of any such location or business and any new location or business (and all Covered Persons at each new location or business) shall be subject to the requirements of this IA, unless otherwise determined and agreed to in writing by OIG. RAPHA shall notify OIG, in writing, of such sale or purchase within 30 days following the closing of the transaction and shall notify OIG, in writing, within 30 days of establishing such new location or business.

If RAPHA wishes to obtain a determination by OIG that a proposed purchase or proposed acquisition will not be subject to the IA requirements, RAPHA must notify OIG in writing at least 30 days in advance of the proposed sale or purchase. This notification shall include a description of the location or business to be sold or purchased, a brief description of the terms of the transaction and, in the case of a proposed sale, the name and contact information of the prospective purchaser.

V. IMPLEMENTATION REPORT AND ANNUAL REPORTS

A. Implementation Report. Within 90 days after the Effective Date, RAPHA shall submit a written report (Implementation Report) to OIG that includes, at a minimum, the following information:

1. the name, address, phone number, and position description of the Compliance Contact required by Section III.A, and a detailed description any noncompliance job responsibilities;

2. a list of the Policies and Procedures required by Section III.B;

3. a copy of the notice required by Section III.C, a description of where the notice is posted, and the date the notice was posted;

4. the following information regarding the IRO: (a) identity, address, and phone number; (b) a copy of the engagement letter; (c) information to demonstrate that the IRO has the qualifications outlined in Appendix A to this IA; and (d) a certification from the IRO regarding its professional independence and objectivity with respect to RAPHA that includes a summary of all current and prior engagements between RAPHA and the IRO;

5. a copy of the search result screen prints demonstrating that RAPHA has screened all Covered Persons against the Exclusion Lists as required by Section III.F;

6. a copy of any certifications from RAPHA and the third party billing company required by Section III.J (if applicable);

7. a list of all of RAPHA's locations (including mailing addresses), the corresponding name under which each location is doing business, and each location's Medicare and state Medicaid program provider number(s) and/or supplier number(s); and

8. a certification by the Compliance Contact and Sharon Raynes Halliday that:

a. he or she has reviewed the IA in its entirety, understands the requirements described within, and maintains a copy for reference;

b. to the best of his or her knowledge, except as otherwise described in the Implementation Report, RAPHA is in compliance with all of the requirements of this IA;

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

d. he or she understands that this certification is being provided to and relied upon by the United States.

B. Annual Reports. RAPHA shall submit to OIG a written report (Annual Report) for each of the three Reporting Periods that includes, at a minimum, the following information:

1. any change in the identity, position description, or noncompliance job responsibilities of the Compliance Contact described in Section III.A;

2. a list of any new or revised Policies and Procedures required by Section III.B developed during the Reporting Period;

3. (in the first Annual Report) the following information regarding the training required by Section III.C during the first Reporting Period (and, in the second and third Annual Reports, any additional training required for the second and third Reporting Periods):

a. a copy of the training program registration for each Covered Person who completed the training;

b. the title of the training course;

c. the name of the person or entity that provided the training;

d. the location, date, and length of the training; and

e. a brochure or other documentation that describes the content of the training program. (A copy of all training materials shall be made available to OIG upon request.)

4. a complete copy of all reports prepared pursuant to Section III.E and RAPHA's response to the reports, along with corrective action plan(s) related to any issues raised by the report and documentation of RAPHA's refund of the Estimated Overpayment (as defined in Appendix B to this IA);

5. a certification from the IRO regarding its professional independence and objectivity with respect to RAPHA that includes a summary of all current and prior engagements between RAPHA and the IRO;

6. a copy of the search result screen prints demonstrating that RAPHA screened all prospective and current Covered Persons against the Exclusion Lists, as required by Section III.F;

7. a summary of any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.G that includes a description of the allegation(s), the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding;

8. a report of the aggregate Overpayments that have been returned to the Federal health care programs during the Reporting Period. Overpayment amounts shall be broken down into the following categories: Medicare, Medicaid, and other Federal health care programs;

9. a summary of Reportable Events required to have been reported pursuant to Section III.I during the Reporting Period;

10. a copy of any certifications from RAPHA and the third party billing company required by Section III.J (if applicable);

11. a summary of any audits conducted during the applicable Reporting Period by any Medicare or state Medicaid program contractor or any government entity or contractor, involving a review of Federal health care program claims, and RAPHA's response and corrective action plan (including information regarding any Federal health care program refunds) relating to the audit findings;

12. a description of all changes to the most recently provided list of RAPHA's locations (including mailing addresses) as required by Section V.A.7; and

13. a certification signed by RAPHA's Compliance Contact and Sharon Raynes Halliday that:

a. he or she has reviewed the IA in its entirety, understands the requirements described within, and maintains a copy for reference;

b. to the best of his or her knowledge, except as otherwise described in the Annual Report, RAPHA is in compliance with all of the requirements of this IA;

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

d. he or she understands that this certification is being provided to and relied upon by the United States.

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.

C. Designation of Information. RAPHA 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. RAPHA 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

All notifications and reports required under this IA shall be submitted using the following contact information:

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, SW
Washington, DC 20201
Telephone: (202) 619-2078

Email Address: officeofcounsel@oig.hhs.gov

RAPHA:

Cheryl Kinlaw
4411 Benjamin Franklin Blvd.
Durham, NC 27704
919-471-5475
ckinlaw@rapha-healthcare.com.

Unless otherwise requested by OIG, all notifications and reports required by this IA shall be submitted electronically. OIG shall notify RAPHA in writing of any changes to the OIG contact information listed above. RAPHA shall notify OIG in writing within two business days of any changes to the RAPHA contact information listed above.

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 conduct interviews, examine and/or request copies of or copy RAPHA's books, records, and other documents and supporting materials, and conduct on-site reviews of any of RAPHA's locations, for the purpose of evaluating: (a) RAPHA's compliance with the terms of this IA and (b) RAPHA's compliance with the requirements of the Federal health care programs. The documentation described above shall be made available by RAPHA to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, and/or reproduction. For purposes of this provision, OIG or its duly authorized representative(s) may interview any of RAPHA's owners, employees, and contractors 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. RAPHA shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. RAPHA's owners, employees, and contractors may elect to be interviewed with or without a representative of RAPHA present.

VIII. DOCUMENT AND RECORD RETENTION

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

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 RAPHA prior to any release by OIG of information submitted by RAPHA pursuant to its requirements under this IA and identified upon submission by RAPHA

as trade secrets, or information that is commercial or financial and privileged or confidential, under the FOIA rules. With respect to such releases, RAPHA shall have the rights set forth at 45 C.F.R. § 5.42(a).

X. BREACH AND DEFAULT PROVISIONS

A. Stipulated Penalties. OIG may assess:

1. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.A;

2. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.B;

3. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.C;

4. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.D;

5. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.E;

6. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.F;

7. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.G;

8. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.H;

9. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.I;

10. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section III.J (if applicable);

11. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section IV;

12. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section V;

13. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section VII;

14. A Stipulated Penalty of up to $1,000 for each day RAPHA fails to comply with Section VIII; or

15. A Stipulated Penalty of up to $50,000 for each false certification or false statement made to OIG by or on behalf of RAPHA under this IA.

B. Timely Written Requests for Extensions. RAPHA 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 IA. 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 RAPHA fails to meet the revised deadline set by OIG. 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 RAPHA 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*. If OIG determines that a basis for Stipulated Penalties under Section X.A exists, OIG shall notify RAPHA of: (a) RAPHA's failure to comply and (b) OIG's demand for payment of Stipulated Penalties. (This notification shall be referred to as the "Demand Letter.")

2. *Response to Demand Letter*. Within 15 business days after the date of the Demand Letter, RAPHA shall either: (a) 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.

3. *Form of Payment*. Payment of the Stipulated Penalties shall be made by electronic funds transfer to an account specified by OIG in the Demand Letter.

D. Exclusion for Material Breach

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

a. failure to comply with any of the requirements of this CIA for which OIG has previously issued a demand for Stipulated Penalties

under Section X.C, unless such Stipulated Penalty was overturned by an ALJ on appeal pursuant to the procedures described in Section X.E below;

b. failure to comply with Section III.A;

c. failure to comply with Section III.E;

d. failure to comply with Section III.I;

e. failure to comply with Section V;

f. failure to respond to a Demand Letter for Stipulated Penalties in accordance with Section X.C;

g. a false statement or false certification made to OIG by or on behalf of RAPHA under this IA;

h. failure to pay Stipulated Penalties within 20 days after an ALJ issues a decision ordering RAPHA to pay the Stipulated Penalties or within 20 days after the HHS Departmental Appeals Board (DAB) issues a decision upholding the determination of OIG; or

i. failure to come into compliance with a requirement for which OIG has demanded Stipulated Penalties, pursuant to the deadlines listed in Section X.E.2.

2. *Notice of Material Breach and Intent to Exclude*. The parties agree that a material breach of this IA by RAPHA constitutes an independent basis for RAPHA's exclusion from participation in the Federal health care programs. The length of the exclusion shall be in the OIG's discretion, but not more than three years for each material breach. Upon a preliminary determination by OIG that RAPHA has materially breached this IA, OIG shall notify RAPHA of: (a) RAPHA's material breach and (b) OIG's intent to exclude RAPHA. (This notification shall be referred to as the "Notice of Material Breach and Intent to Exclude.")

3. *Response to Notice*. RAPHA shall have 30 days from the date of the Notice of Material Breach and Intent to Exclude to submit any information and documentation for OIG to consider before it makes a final determination regarding exclusion.

4. *Exclusion Letter*. If OIG determines that exclusion is warranted, OIG shall notify RAPHA in writing of its determination to exclude RAPHA. (This letter shall be referred to 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 the Exclusion Letter. The effect of the exclusion shall be that no Federal health care program payment may be made for

any items or services furnished, ordered, or prescribed by RAPHA, including administrative and management services, except as stated in regulations found at 42 C.F.R. 1001.1901(c). The exclusion shall have national effect. Reinstatement to program participation is not automatic. At the end of the period of exclusion, RAPHA 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 issuing a Demand Letter or Exclusion Letter, and as an agreed-upon remedy for the resolution of disputes arising under this IA, RAPHA 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. 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 DAB, in a manner consistent with the provisions in 42 C.F.R. § 1005.2-1005.21, but only to the extent this IA does not provide otherwise. Notwithstanding the language in 42 C.F.R. § 1005: (a) the request for a hearing involving Stipulated Penalties shall be made within 15 days after the date of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after the date of the Exclusion Letter and (b) no discovery shall be available to the parties. The procedures relating to the filing of a request for a hearing can be found at https://www.hhs.gov/about/agencies/dab/different-appeals-at-dab/appeals-to-alj/procedures/index.html.

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 IA shall be: (a) whether RAPHA was in full and timely compliance with the requirements of this IA for which OIG demands payment and (b) the period of noncompliance. RAPHA shall have the burden of proving its full and timely compliance. If the ALJ upholds the OIG's determination that RAPHA has breached this IA and orders RAPHA to pay Stipulated Penalties, RAPHA must (a) come into compliance with the requirement(s) that resulted in the OIG imposing Stipulated Penalties and (b) pay the Stipulated Penalties within 20 days after the ALJ issues a decision, unless RAPHA properly and timely requests review of the ALJ decision by the DAB. If the ALJ decision is properly and timely appealed to the DAB and the DAB upholds the determination of OIG, RAPHA must (a) come into compliance with the requirement(s) that resulted in the OIG imposing Stipulated Penalties and (b) pay the Stipulated Penalties within 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 IA shall be whether RAPHA was in material breach of this IA. If the ALJ sustains the OIG's determination of material breach, the exclusion shall take effect 20 days after the ALJ issues the decision. 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. RAPHA shall waive its right to any notice of the exclusion if a decision upholding the

exclusion is rendered by the ALJ or DAB. If the DAB finds in favor of RAPHA, RAPHA shall be reinstated effective on the date of the 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. The parties to this IA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this IA and RAPHA agrees not to seek additional review of the DAB's decision (or the ALJ's decision if not appealed) in any judicial forum.

XI. EFFECTIVE AND BINDING AGREEMENT

RAPHA and OIG agree as follows:

A. This IA constitutes the complete agreement between the parties and may not be amended except by written consent of the parties to this IA.

B. All requirements and remedies set forth in this IA are in addition to and do not affect (1) RAPHA's responsibility to follow all applicable Federal health care program requirements or (2) the government's right to impose appropriate remedies for failure to follow applicable Federal health care program requirements.

C. The undersigned RAPHA signatories represent and warrant that they are authorized to execute this IA. The undersigned OIG signatories represent that they are signing this IA in their official capacity and that they are authorized to execute this IA.

D. This IA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same IA. Electronically transmitted copies of signatures shall constitute acceptable, binding signatures for purposes of this IA.

ON BEHALF OF RAPHA

/Sharon Halliday/ 5/7/24
SHARON RAYNES HALLIDAY DATE
Member Manager

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

/Susan Gillin/ 2024.05.14
SUSAN E. GILLIN DATE
Assistant Inspector General for Legal Affairs
Office of Inspector General
U. S. Department of Health and Human Services

/Christina McGarvey/ 2024.05.14
CHRISTINA K. MCGARVEY DATE
Senior Counsel
Office of Inspector General

APPENDIX A

INDEPENDENT REVIEW ORGANIZATION

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

A. IRO Engagement

1. RAPHA shall engage an IRO that possesses the qualifications set forth in Paragraph B, below, to perform the responsibilities in Paragraph C, below. The IRO shall conduct the review in a professionally independent and objective fashion, as set forth in Paragraph E. Within 30 days after OIG receives the information identified in Section V.A.4 of the IA or any additional information submitted by RAPHA in response to a request by OIG, whichever is later, OIG will notify RAPHA if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, RAPHA may continue to engage the IRO.

2. If RAPHA engages a new IRO during the term of the IA, that IRO must also meet the requirements of this Appendix. If a new IRO is engaged, RAPHA shall submit the information identified in Section V.A.4 of the IA to OIG within 30 days of engagement of the IRO. Within 30 days after OIG receives this information or any additional information submitted by RAPHA at the request of OIG, whichever is later, OIG will notify RAPHA if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, RAPHA may continue to engage the IRO.

B. IRO Qualifications

The IRO shall:

1. assign individuals to conduct the Claims Review who have expertise in the billing, coding, claims submission and other applicable Federal health care program requirements;

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

3. assign individuals to conduct the coding review portions of the Claims Review who have a nationally recognized coding certification and who have maintained this certification (e.g., completed applicable continuing education requirements);

4. assign licensed nurses or physicians with relevant education, training and specialized expertise (or other licensed health care professionals acting within their scope of practice and specialized expertise) to make the medical necessity determinations required by the Claims Review; and

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

C. IRO Responsibilities

The IRO shall:

1. perform each Claims Review in accordance with the specific requirements of the IA;

2. follow all applicable Federal health care program rules and reimbursement guidelines in making assessments in the Claims Review;

3. request clarification from the applicable Federal health care program if in doubt of the application of a particular program policy or regulation;

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

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

D. RAPHA Responsibilities

RAPHA shall ensure that the IRO has access to all records and personnel necessary to complete the reviews listed in Section III.E of this IA and that all records furnished to the IRO are accurate and complete.

E. IRO Independence and Objectivity

The IRO must perform the Claims Review in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the U.S. Government Accountability Office.

F. IRO Removal/Termination

1. RAPHA *and IRO*. If RAPHA terminates its IRO or if the IRO withdraws from the engagement during the term of the IA, RAPHA must submit a notice explaining (a) its reasons for termination of the IRO or (b) the IRO's reasons for its withdrawal to OIG, no later than 30 days after termination or withdrawal. RAPHA must engage a new IRO in accordance with Paragraph A of this Appendix and within 60 days of termination or withdrawal of the IRO.

2. *OIG Removal of IRO*. In the event OIG has reason to believe the IRO does not possess the qualifications described in Paragraph B, is not independent and objective as set forth in Paragraph E, or has failed to carry out its responsibilities as described in Paragraph C, OIG shall notify RAPHA in writing regarding OIG's basis for determining that the IRO has not met

the requirements of this Appendix. RAPHA shall have 30 days from the date of OIG's written notice to provide information regarding the IRO's qualifications, independence or performance of its responsibilities in order to resolve the concerns identified by OIG. If, following OIG's review of any information provided by RAPHA regarding the IRO, OIG determines that the IRO has not met the requirements of this Appendix, OIG shall notify RAPHA in writing that RAPHA shall be required to engage a new IRO in accordance with Paragraph A of this Appendix. RAPHA must engage a new IRO within 60 days of its receipt of OIG's written notice. The final determination as to whether or not to require RAPHA to engage a new IRO shall be made at the sole discretion of OIG.

APPENDIX B

CLAIMS REVIEW

A. Claims Review. The IRO shall perform the Claims Review for each of the three Reporting Periods.

1. *Definitions*.

a. "Paid Claim" means a fee-for-service claim submitted by RAPHA and for which RAPHA has received reimbursement from the Medicaid program.

b. "Population" means all Paid Claims during the 12-month period covered by the Claims Review. In OIG's discretion, OIG may limit the Population to one or more subset(s) of Paid Claims to be reviewed and shall notify RAPHA and the IRO of its selection of the Population at least 30 days prior to the end of each Reporting Period. RAPHA, or its IRO on behalf of RAPHA, may submit proposals identifying suggestions for the subset(s) of Paid Claims to be reviewed at least 120 days prior to the end of each Reporting Period. In connection with limiting the Population, OIG may consider (1) proposals submitted by RAPHA or its IRO, (2) information furnished to OIG regarding the results of RAPHA's internal risk assessment and internal auditing, or (3) other information obtained by OIG. The determination of whether, and in what manner, to limit the Population shall be made at the sole discretion of OIG.

c. "Overpayment" means the amount of money RAPHA has received in excess of the amount due and payable under Medicare program[1] requirements, as determined by the IRO in connection with the Claims Review performed under this Appendix.

d. "Error Rate" means the percentage of net Overpayments identified in the Claims Review Sample. The net Overpayment shall be calculated by subtracting all underpayments identified in the Claims Review Sample from all Overpayments identified in the Claims Review Sample. The Error Rate is calculated by dividing the net Overpayment by the total dollar amount associated with the Paid Claims in the Claims Review Sample.

2. *Claims Review Sample.* The IRO shall select a random sample of 100 Paid Claims (Claims Review Sample). The IRO shall review the Paid Claims based on RAPHA's documentation and the applicable Medicaid program requirements to determine whether the

items and services furnished were medically necessary and appropriately documented, and whether the claim was correctly coded, submitted, and reimbursed.

3. *Other Requirements.*

a. Supplemental Materials. The IRO shall request all documentation required for its review of the Paid Claims in the Claims Review Sample and RAPHA shall furnish such documentation to the IRO prior to the IRO initiating its review of the Claims Review Sample. If the IRO accepts any supplemental documentation from RAPHA after the IRO has completed its initial review of the Claims Review Sample (Supplemental Materials), the IRO shall include the following in the Claims Review Report: (i) a description of the Supplemental Materials, (ii) the date the Supplemental Materials were accepted, (iii) the IRO's reason(s) for accepting the Supplemental Materials, and (iv) the relative weight the IRO gave to the Supplemental Materials in its review.

b. Paid Claims without Supporting Documentation. Any Paid Claim for which RAPHA cannot produce documentation shall be considered an error and the total reimbursement received by RAPHA for such Paid Claim shall be deemed an Overpayment. Replacement sampling for Paid Claims without documentation is not permitted.

c. Use of First Sample Drawn. The first set of Paid Claims selected shall be used for the Claims Review Sample (i.e., it is not permissible to generate more than one list of random samples and then select one for use).

4. *Repayment of Estimated Overpayment.* The findings of the Claims Review Sample shall be used by the IRO to estimate the actual Overpayment in the Population with the point estimate and a two-sided 90% confidence interval. Within 60 days of receipt of the Claims Review Report, RAPHA shall repay the lower limit of the two-sided 90% confidence interval (Estimated Overpayment) to the applicable payors. Documentation of RAPHA's refund of the Estimated Overpayment to the applicable payors shall be submitted to OIG with RAPHA's Annual Report. OIG, in its sole discretion, may refer the findings of the Claims Review Sample to the applicable payors for appropriate follow up.

B. Claims Review Report. The IRO shall prepare a Claims Review Report for each Claims Review that includes the following information:

1. *Claims Review Methodology.*

a. Claims Review Objective. A statement of the objective intended to be achieved by the Claims Review.

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

c. Source of Data. A description of (1) the process used to identify Paid Claims in the Population and (2) the specific documentation and other information sources relied on by the IRO when performing the Claims Review (e.g., medical records, physician orders, certificates of medical necessity, requisition forms, local medical review policies (including title and policy number), CMS program memoranda (including title and issuance number), Medicare carrier or intermediary manual or bulletins (including issue and date), other policies, regulations, or directives).

d. Review Protocol. A narrative description of how the Claims Review was conducted and what was evaluated.

e. Supplemental Materials. The information regarding any Supplemental Materials required by A.3.a., above.

2. *Statistical Sampling Documentation.*

a. A copy of the printout of the random numbers generated by the "Random Numbers" function of the statistical sampling software used by the IRO.

b. A description or identification of the statistical sampling software package used by the IRO.

3. *Claims Review Findings.*

a. Narrative Results.

i. A description of RAPHA's billing and coding system(s), including the identification, by position description, of the personnel involved in coding and billing.

ii. A description of controls in place at RAPHA to ensure that all items and services furnished by RAPHA are correctly coded, appropriately documented, and medically necessary.

iii. A narrative explanation of the results of the IRO's review of the Claims Review Sample, including an explanation of all errors identified by the IRO.

b. Quantitative Results.

i. Total number and percentage of instances in which the IRO determined that the coding of the Paid Claims submitted by RAPHA differed from what should have been the correct coding.

ii. Total number and percentage of instances in which the IRO determined that a Paid Claim was not appropriately documented.

iii. Total number and percentage of instances in which the IRO determined that a Paid Claim was for items or services that were not medically necessary.

iv. Total dollar amount of Paid Claims included in the Claims Review Sample and the net Overpayment associated with the Claims Review Sample.

v. Error Rate in the Claims Review Sample.

vii. An estimate of the actual Overpayment in the Population with the point estimate and a two-sided 90% confidence interval.

viii. A spreadsheet of the Claims Review results that includes the following information for each Paid Claim:

1. Federal health care program billed;
2. Beneficiary health insurance claim number;
3. Date of service;
4. Code submitted (e.g., DRG, CPT code, etc.);
5. Code reimbursed;
6. Allowed amount reimbursed by payor;
7. Correct code (as determined by the IRO);
8. Correct allowed amount (as determined by the IRO);
9. Whether the item or service was medically necessary;
10. Whether the item or service was appropriately documented; and
11. The dollar difference between allowed amount reimbursed by payor and the correct allowed amount.

c. Recommendations. The IRO's report shall include any recommendations for improvements to RAPHA's billing and coding system or to RAPHA's controls for ensuring that all items and services billed to the Medicare program by RAPHA are correctly coded, appropriately documented, and medically necessary, based on the findings of the Claims Review.

4. *Credentials*. The names and credentials of the individuals who: (1) designed the statistical sampling procedures and the review methodology utilized for the Claims Review and (2) performed the Claims Review.