EXHIBIT A

INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
BRENT S. BANNER, D.D.S.

I. PREAMBLE

Brent S. Banner, D.D.S., ("Dr. Banner") hereby agrees to enter into this Integrity Agreement ("Agreement") with the Office of Inspector General of the United States Department of Health and Human Services ("OIG") to provide for the establishment of certain integrity measures to ensure compliance with the requirements of the Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) by Dr. Banner, by Dr. Banner's employees and agents, by any entity in which Dr. Banner is an owner or has a control interest (as defined in 42 U.S.C. § 1320a-3(a)(3)) and such entity's employees and agents, and by all third parties with whom Dr. Banner may choose to engage to act as billing or coding consultants for purposes of claiming reimbursement from the Federal health care programs. For the purposes of this Agreement the term "Banner" shall refer to Dr. Banner and any entity in which Dr. Banner has an ownership or control interest (as defined in 42 U.S.C. § 1320a-3(a)(3)). Contemporaneously with this Agreement, Dr. Banner is entering into a Settlement Agreement (the "Settlement Agreement") with the United States. This Agreement is incorporated by reference into the Settlement Agreement.

II. TERM OF THE AGREEMENT

Except as otherwise provided in this Agreement, the period of compliance obligations assumed by Dr. Banner under this Agreement shall be five (5) years from the effective date of this Agreement. The effective date of this Agreement shall be the date on which the final signatory executes this Agreement.

III. INTEGRITY OBLIGATIONS

Within sixty (60) days of the effective date of this Agreement, Dr. Banner agrees to implement an Integrity Program (the "Program"), which shall include the following provisions:

A. COMPLIANCE CONTACT

Within fifteen (15) days of the effective date of this Agreement, Banner shall designate a person to be the contact person for purposes of the obligations herein. At all times during the term of this Agreement, there shall be a contact person who shall have operational responsibility for ensuring compliance with the integrity obligations in this Agreement. If a new contact person is designated during the term of this Agreement, Dr. Banner shall notify OIG, in writing, within ten (10) days of such a change.

B. POSTING OF NOTICE

Within fifteen (15) days of the effective date of this Agreement, Banner shall post in a prominent place accessible to all patients and employees a notice detailing his commitment to comply with all statutes, regulations and directives applicable to the Federal health care programs in the conduct of his medical practice and in seeking reimbursement from the Federal health care programs for services and items furnished to patients of the Federal health care programs. This notice shall identify a means (e.g., telephone number, address, etc.) through which matters of concern can be reported anonymously.

C. WRITTEN POLICIES AND PROCEDURES

Banner shall develop and implement written Policies and Procedures within forty-five (45) days of the effective date of this Agreement, which written Policies and Procedures shall address the following:

a. Banner's commitment to adhere to honest and accurate billing practices;

b. The proper submission of claims to the Federal health care programs, including verification that all claims meet applicable reimbursement standards;

c. The proper circumstances under which conscious sedation should be performed by a dentist.

d. The proper documentation of services and billing information and the retention of such information in a readily retrievable form;

e. A mechanism for employees and agents to make inquiries regarding compliance with medical practice standards and Federal health care program reimbursement standards without risk of retaliation or other adverse effect; and

f. Banner's commitment not to hire or engage as contractor any Ineligible Person. For purposes of this Agreement, an "Ineligible Person" shall be any individual or entity who: (i) is currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs; or (ii) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

D. TRAINING AND CERTIFICATION

Within sixty (60) days of the effective date of this Agreement, Banner, Banner's employees and anyone else engaged by Banner to prepare or submit claims for reimbursement to the Federal health care programs shall be trained in the proper reimbursement standards, program policies, and verification and compliance procedures to ensure the propriety and accuracy of claims for services and items furnished to Federal health care program patients. The training shall be designed to ensure that Banner and all of his employees and agents are aware of all applicable Federal health care program statutes, regulations and guidelines and the consequences (e.g., overpayment demands, restitution, penalties, criminal, civil and administrative liability, exclusion from the Federal health care programs, etc.) both to the individual and Banner that may ensue from any violation of such requirements.

Banner shall arrange for each new employee to participate in such training no later than fifteen (15) days after the person begins to work for Banner. Until the person has received the requisite training, such new employee shall work under the direct supervision of an employee who has received the required training.

This training program shall provide for no less than eight (8) hours of training annually for each person.

At a minimum, the training sessions shall cover the following topics:

1. Banner's obligations under this Agreement;

2. All applicable Federal health care program statutes, rules, regulations, and guidelines related to reimbursement, and the legal sanctions for improper billing or other violations of these standards;

3. The written Policies and Procedures developed pursuant to section III.C, above; and

4. The proper circumstances under which conscious sedation should be performed by a dentist.

Dr. Banner and each employee and agent shall date and sign a certification indicating attendance at the training session and further attesting to an understanding of the provisions in the Policies and Procedures and all applicable Federal health care program standards addressed in training. These certifications will be maintained by Dr. Banner and shall be made available for inspection by OIG or its duly authorized representative(s). At least one copy of the training materials or a detailed description of the topics covered during the training session shall be kept with the certifications.

E. REVIEW PROCEDURES

On at least an annual basis and for the duration of this Agreement, Dr. Banner agrees to contract with an independent third-party reviewer (e.g., a health care billing auditor or a consultant) (hereinafter the "Independent Reviewer") to undertake a review of a statistically valid sample of the claims submitted by Banner and his agents and/or employees to the Medicaid program. The purpose of this review is determine whether the claims are in compliance with the appropriate billing requirements. This review will be conducted by an independent and appropriately trained person or entity with knowledge of Federal health care program statutes, regulations, requirements, and reimbursement policies and procedures. These reviews shall cover, at a minimum, the preceding one (1) year period and shall seek to determine that the claims submitted to the Federal health

care programs are for medically necessary and covered services under applicable program guidelines and that the claims are appropriately coded and billed. At the conclusion of each review, the Independent Reviewer shall prepare a report describing the review's parameters, methodologies and procedures, as well as presenting the review findings and the reviewer's conclusions and recommendations. This report shall also include findings regarding Banner's appropriate use of Brevitol and other similar sedation drugs when billing for dental treatment of Federal health care program patients. A copy of this report shall be included in Dr. Banner's Annual Reports to OIG.

IV. REPORTING

A. OVERPAYMENTS

1. *Definition of Overpayments.* For purposes of this Agreement, an "overpayment" shall mean the amount of money Banner has received in excess of the amount due and payable under any Federal health care program requirements. Banner may not subtract any underpayments for purposes of determining the amount of relevant "overpayments."

2. *Reporting of Overpayments.* If, at any time, Banner identifies or learns of any overpayments, Banner shall notify the payor (e.g., Medicare fiscal intermediary or carrier) and repay any identified overpayments within 30 days of discovery and take remedial steps within 60 days of discovery (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the overpayments from recurring. Notification and repayment to the contractor should be done in accordance with the contractor policies, and for Medicare contractors, must include the information contained on the Overpayment Refund Form, provided as Exhibit 1 to this Agreement.

B. MATERIAL DEFICIENCIES

1. *Definition of Material Deficiency.* For purposes of this Agreement, a "Material Deficiency" means anything that involves:

(a) a substantial overpayment; or

(b) a matter that a reasonable person would consider a potential violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized; or

(c) a violation of the obligation to provide items or services of a quality that meets professionally recognized standards of health care where such violation has occurred in one or more instances that presents an imminent danger to the health, safety, or well-being of a Federal health care program beneficiary or places the beneficiary unnecessarily in high-risk situations.

A Material Deficiency may be the result of an isolated event or a series of occurrences.

2. *Reporting of Material Deficiencies.* If Banner determines that there is a Material Deficiency, Banner shall notify OIG, in writing, within 30 days of making the determination that the Material Deficiency exists. The report to the OIG shall include the following information:

(a) If the Material Deficiency results in an overpayment, the report to the OIG shall be made at the same time as the notification to the payor required in section IV.A.1, and shall include all of the information on the Overpayment Refund Form, as well as:

(i) the payor's name, address, and contact person to whom the overpayment was sent; and

(ii) the date of the check and identification number (or electronic transaction number) on which the overpayment was repaid/refunded;

(b) a complete description of the Material Deficiency, including the relevant facts, persons involved, and legal and Federal

health care program authorities implicated;

(c) a description of Banner's actions taken to correct the Material Deficiency; and

(d) any further steps Banner plans to take to address the Material Deficiency and prevent it from recurring.

V. OIG INSPECTION, AUDIT AND REVIEW RIGHTS

In addition to any other right OIG may have by statute, regulation, contract or pursuant to this Agreement, OIG or its duly authorized representative(s) may examine Banner's books, records, and other documents and supporting materials in his possession or under his control and/or conduct on-site reviews of any of Banner's locations for the purpose of verifying and evaluating: (i) Banner's compliance with the terms of this Agreement; and (ii) Banner's compliance with the requirements of the Federal health care programs. OIG, HCFA, or the appropriate Federal health care program contractor may conduct unannounced on-site visits at any time to review patient medical records and other related documentation for the purpose of verifying and evaluating Banner's compliance with the statutory and regulatory requirements of the Federal health care programs.

VI. REPORTS

A. IMPLEMENTATION REPORT

Within ninety (90) days of the effective date of this Agreement, Dr. Banner shall provide the OIG with a written report demonstrating that he has complied with the Program's requirements. This report, known as the "Implementation Report," shall include:

1. A copy of the notice Banner posted in his office as described in Section III.B.

2. A certification signed by Dr. Banner attesting that all employees have completed the initial training required by Section III.D as well as a summary of what the training included. The training materials will be made available to OIG upon request.

3. A copy of the written Policies and Procedures required by section III.C of this Agreement.

4. A certification from Dr. Banner stating that he has reviewed the Implementation Report, he has made a reasonable inquiry regarding its content and believes that, upon his inquiry, the information is accurate and truthful.

B. ANNUAL REPORTS

Dr. Banner agrees to make annual written reports (each one of which is referred to throughout this Agreement as the "Annual Report") to OIG describing the measures he has taken to implement and maintain the Program and ensure compliance with the terms of this Agreement. In accordance with the provisions above, the Annual Report shall include:

1. A description, schedule and topic outline of the annually required training programs implemented pursuant to section III.D of this Agreement, and a written certification from all appropriate personnel that they received training pursuant to the requirements set forth in section III.D of this Agreement.

2. A copy of the annually required audits and reviews conducted pursuant to section III.E of this Agreement relating to the year covered by the Annual Report; a complete description of the findings made during the reviews; copies of any disclosure notice documents made by Banner pursuant to this section; and any corrective actions taken.

3. A report of the aggregate overpayments that have been returned to the Federal health care programs. Overpayment amounts should be broken down into the following categories: Medicare, Medicaid (report each applicable state separately), and other Federal health care programs.

4. A certification signed by Dr. Banner certifying that he has reviewed the Annual Report, he has made a reasonable inquiry regarding its content and believes that, upon his inquiry, the information is accurate and truthful.

The Annual Reports shall be due within forty-five (45) days of the end of the one-year period covered by the Annual Report. The first one-year period shall

commence on the effective date of this Agreement.

VII. NOTIFICATIONS AND SUBMISSION OF REPORTS

Unless otherwise modified in accordance with section IX below, all notifications and reports required under the terms of this Agreement shall be submitted to the entities listed below:

OIG:

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

Dr. Banner:

Jan Banner
1010 East Main Street
Burely, Idaho 83318
Telephone: (208) 678-5597
Facsimile: (208) 678-5663

VIII. BREACH AND DEFAULT PROVISIONS

Full and timely compliance by Dr. Banner shall be expected throughout the duration of this Agreement with respect to all of the obligations herein agreed to by Dr. Banner. In the event of Dr. Banner's failure to comply with any of the obligations in this Agreement, the Agreement may be deemed in breach and the parties agree upon the following process for resolution of the alleged failure to comply by Banner.

A. REMEDIES FOR MATERIAL BREACH OF THIS AGREEMENT

The OIG may determine to exclude Dr. Banner from participation in the Federal health care programs if Dr. Banner engages in conduct that OIG considers to be a material breach (as defined below) of this Agreement. Upon making its determination, OIG shall notify Dr. Banner by certified mail of the alleged

material breach and of its intent to exclude as a result thereof (this notice shall be referred to hereinafter as the "Intent to Exclude Letter"). Dr. Banner shall have thirty-five (35) days from the date of the letter to:

(1) cure the alleged material breach; or

(2) demonstrate to OIG's satisfaction that the alleged material breach cannot be cured within the thirty-five (35) day period, but that Dr. Banner has begun to take action to cure the material breach and that Dr. Banner will pursue such action with due diligence. Dr. Banner shall, at this time, submit a timetable for curing the material breach for OIG's approval.

If at the conclusion of the thirty-five (35) day period, Dr. Banner fails to act in accordance with provisions (1) or (2) above, OIG may initiate steps to exclude Dr. Banner from participation in the Federal health care programs. OIG will notify Dr. Banner in writing of its determination to exclude him (this letter shall be referred to hereinafter as the "Exclusion Letter").

For purposes of this section, a "material breach" shall mean: (i) a failure to report a material deficiency, take corrective action and pay the appropriate refunds, as provided in section IV of this Agreement; (ii) repeated or flagrant violations of the obligations under this Agreement; or (iii) a failure to retain and use an Independent Reviewer for the purposes described in section III.E.

B. DISPUTE RESOLUTION

Upon OIG's delivery to Dr. Banner of its Exclusion Letter, and as an agreed upon contractual remedy for the resolution of disputes arising under the obligations in this Agreement Dr. Banner shall be entitled to certain due process rights similar to those afforded under 42 U.S.C. § 1320a-7(f) and 42 C.F.R. Part 1005. Specifically, OIG's determination to seek exclusion shall be subject to review by a Department of Health and Human Services ("HHS") Administrative Law Judge ("ALJ") in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21. The ALJ's decision, in turn, may be appealed to the HHS Departmental Appeals Board ("DAB") in a manner consistent with the provisions in 42 C.F.R. § 1005.21. OIG and Dr. Banner agree that the decision by the DAB, if any, shall constitute the final decision for purposes of the exclusion under this Agreement.

Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based upon a material breach of this Agreement shall be:

a. whether Banner was in material breach of this Agreement;

b. whether such breach was continuing on the date of the Exclusion Letter; and

c. whether the alleged material breach could not have been cured within the 35 day period, but that:

(i) Banner had begun to take action to cure the material breach within that period;

(ii) Banner has pursued and is pursuing such action with due diligence; and

(iii) Banner provided to OIG within that period a reasonable timetable for curing the material breach and Banner has followed the timetable.

IX. EFFECTIVE AND BINDING AGREEMENT

Consistent with the provisions in the Settlement Agreement pursuant to which this Agreement is reached, and into which this Agreement is incorporated, Dr. Banner and OIG agree as follows:

1. this Agreement shall become final and binding only upon signing by each respective party hereto;

2. this Agreement shall be binding on the successors, assigns and transferees of Banner; and

3. any modifications to this Agreement shall be made with the prior written consent of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

FOR: BRENT S. BANNER, D.D.S.

Brent S. Banner, D.D.S. — Date: 8-3-00

Counsel for Brent S. Banner, D.D.S. — Date: 8-3-00

FOR: OFFICE OF INSPECTOR GENERAL OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Lewis Morris, Esquire — Date: 8/21/00
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U. S. Department of Health and Human Services