

**CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
DIGNITY HEALTH**

I. PREAMBLE

Dignity Health (Dignity Health)¹ 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, Dignity Health is entering into a Settlement Agreement with the United States.

Dignity Health represents that, prior to this CIA, Dignity Health voluntarily established a Compliance Program which provides for a Corporate Compliance Officer, various compliance committees, a compliance training and education program, a confidential disclosure reporting hotline, exclusion screening, and auditing and monitoring activities, and which includes various policies, procedures and guidance aimed at ensuring that Dignity Health's participation in the Federal health care programs conforms to all federal and state laws and federal health care program requirements. Dignity Health shall continue its Compliance Program throughout the term of this CIA and shall do so in accordance with the terms set forth below. Dignity Health may modify its Compliance Program, as appropriate, but at a minimum, Dignity Health shall ensure that during the term of this CIA, it shall comply with the obligations set forth herein.

¹ For purposes of this CIA, "Dignity Health" shall mean the following: (1) Dignity Health and its directly or indirectly wholly-owned subsidiaries that provide hospital services; and (2) any other organization in which Dignity Health, or a directly or indirectly wholly-owned subsidiary of Dignity Health, owns a direct or indirect equity interest of 50% or more and that provides hospital services.

II. TERM AND SCOPE OF THE CIA

A. The period of the compliance obligations assumed by Dignity Health under this CIA shall be five years from the effective date of this CIA. The “Effective Date” shall be the date on which the final signatory of this CIA executes this CIA. 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, X, and XI shall expire no later than 120 days after OIG’s receipt of: (1) Dignity Health’s final annual report; or (2) any additional materials submitted by Dignity Health pursuant to OIG’s request, whichever is later.

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

1. “Covered Persons” includes:

- a. all owners, officers, directors, and employees of Dignity Health;
- 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 Dignity Health, excluding vendors whose sole connection with Dignity Health is selling or otherwise providing medical supplies or equipment to Dignity Health and who do not bill the Federal health care programs for such medical supplies or equipment; and
- c. all physicians and other non-physician practitioners who are members of Dignity Health’s active medical staff.

Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours during a Reporting Period, except that any such individuals shall become “Covered Persons” at the point when they work more than 160 hours during a Reporting Period.

2. “Covered Facility” or “Covered Facilities” includes all Dignity Health hospitals.

III. CORPORATE INTEGRITY OBLIGATIONS

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

A. Compliance Management and Oversight

1. *Corporate Compliance Officer.* Dignity Health has appointed a Corporate Compliance Officer and shall maintain a Corporate Compliance Officer for the term of the CIA. The Corporate Compliance Officer shall be a member of senior management of Dignity Health, shall report directly and jointly to the Chief Executive Officer of Dignity Health and the Chair of the Audit and Compliance Committee of the Dignity Health Board of Directors, and shall not be or be subordinate to the General Counsel or Chief Financial Officer or have any responsibilities that involve acting in any capacity as legal counsel or supervising legal counsel functions for Dignity Health. The Corporate Compliance Officer shall be responsible for, without limitation:

- a. 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;
- b. making periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors (or a Committee of the Board) of Dignity Health, and shall be authorized to report on such matters to the Board of Directors at any time. Written documentation of the Corporate Compliance Officer's reports to the Board of Directors shall be made available to OIG upon request; and
- c. monitoring the day-to-day compliance activities engaged in by Dignity Health as well as for any reporting obligations created under this CIA.

Any noncompliance job responsibilities of the Corporate Compliance Officer shall be limited and must not interfere with the Corporate Compliance Officer's ability to perform the duties outlined in this CIA.

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

2. *Service Area Compliance Officers.* Dignity Health has appointed individuals to serve as Service Area Compliance Officers known as Service Area Compliance Directors. Dignity Health also has appointed Facility Compliance Professionals ("FCPs") for each Dignity Health Covered Facility. Dignity Health shall maintain the Service Area Compliance Directors and FCPs for the duration of the CIA. The Service Area Compliance Directors shall be responsible for implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements for the applicable service areas, and shall monitor the day-to-day compliance activities for the applicable service areas. The FCPs shall be responsible for implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements for the Covered Facilities, and shall monitor the day-to-day compliance activities of the Covered Facilities. The Service Area Compliance Directors shall report to the Corporate Compliance Officer (through Senior Compliance Directors), and shall be members of the Compliance Oversight Committee. The FCPs shall report to their assigned Service Area Compliance Directors for ethics and compliance purposes and shall be independent from Dignity Health's Legal Department. The FCPs shall make periodic (at least quarterly) written reports regarding compliance matters directly to the Service Area Compliance Directors, and shall be authorized to report on such matters directly to the Compliance Oversight Committee, the Corporate Compliance Officer, and the Board of Directors at any time. The FCP's written reports shall be made available to OIG upon request.

Dignity Health shall report to OIG, in writing any actions or changes that would affect any Service Area Compliance Officer's ability to perform the duties necessary to meet the obligations in this CIA, within 30 days after such a change.

3. *Compliance Oversight Committee.* Dignity Health has an existing Corporate Compliance Committee known as the Compliance Oversight Committee. Dignity Health shall maintain this Compliance Oversight Committee for the duration of the CIA. The Compliance Oversight Committee shall, at a minimum, include the Corporate Compliance Officer, Senior Compliance Directors, Service Area Compliance Directors, 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 Corporate Compliance Officer shall chair the Compliance Oversight Committee and the Committee shall support the Corporate Compliance Officer in fulfilling his/her responsibilities (e.g., shall assist in the analysis of Dignity Health's risk areas). The Compliance Oversight Committee shall meet at least quarterly. The minutes of the Compliance Oversight Committee meetings shall be made available to OIG upon request.

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

4. *Service Area Compliance Committees.* Within 120 days after the Effective Date, Dignity Health shall establish Service Area Compliance Committees. The Service Area Compliance Committees shall be maintained for the duration of the CIA and shall include appropriate personnel and other members of senior management representing each of the Covered Facilities 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 Service Area Compliance Committees shall support the Service Area Compliance Officers in fulfilling their responsibilities (e.g., shall assist in the analysis of the organization's risk areas).

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

5. *Board of Directors Compliance Obligations.* The Board of Directors (or a committee of the Board) of Dignity Health (Board) shall be responsible for the review and oversight of matters related to compliance with Federal health care program requirements and the obligations of this CIA. The Board (or a committee of the Board) must include independent (i.e., non-executive) members.

The Board (or a committee of the Board) shall, at a minimum, be responsible for the following:

- a. meeting at least quarterly to review and oversee Dignity Health's Compliance Program, including but not limited to

the performance of the Corporate Compliance Officer and Compliance Oversight Committee;

- b. submitting to the OIG a description of the documents and other materials it reviewed, as well as any additional steps taken, in its oversight of the compliance program and in support of making the resolution below during each Reporting Period; and
- c. for each Reporting Period of the CIA, adopting a resolution, signed by each member of the Board (or a committee of the Board) summarizing its review and oversight of Dignity Health's compliance with Federal health care program requirements and the obligations of this CIA.

At minimum, the resolution shall include the following language:

“The Board of Directors (or name of applicable committee of the Board) has made a reasonable inquiry into the operations of Dignity Health's Compliance Oversight Program including the performance of the Corporate Compliance Officer and the Compliance Oversight Committee. Based on its inquiry and review, the Board (or a committee of the Board) has concluded that, to the best of its knowledge, Dignity Health has implemented an effective Compliance Program to meet Federal health care program requirements and the obligations of the CIA.”

If the Board (or a committee of the Board) is unable to provide such a conclusion in the resolution, the Board (or a committee of the Board) shall include in the resolution a written explanation of the reasons why it is unable to provide the conclusion and the steps it is taking to implement an effective Compliance Program at Dignity Health.

Dignity Health shall report to OIG, in writing, any changes in the composition of the Board, or any actions or changes that would affect the Board's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

6. *Management Certifications.* In addition to the responsibilities set forth in this CIA for all Covered Persons, certain Dignity Health employees (Certifying Employees) are specifically expected to monitor and oversee activities within their areas of authority and shall annually certify that the applicable Dignity Health department is in

compliance with applicable Federal health care program requirements and with the obligations of this CIA. These Certifying Employees shall include, at a minimum, the following:

- a. Executive Leadership Team (ELT)
 - i. Senior Executive Vice-President (SEVP) & Chief Financial Officer (CFO)
 - ii. President and Chief Executive Officer (CEO)
 - iii. SEVP & Chief Strategy Officer
 - iv. EVP, Sponsorship, Mission Integration & Philanthropy
 - v. SEVP & Chief Operating Officer
 - vi. EVP & Chief Human Resources Officer
 - vii. EVP, Chief Administrative Officer (CAO) & Special Assistant to the President
 - viii. EVP & Chief Medical Officer
 - ix. EVP & Chief Information Officer

- b. Operations Leadership Council (OLC)
 - i. SVP, Operations, Southern California
 - ii. SVP, Corporate Strategy & Growth
 - iii. SVP, Operations, Central Coast
 - iv. SVP, Operations, Nevada
 - v. SVP, Operations, Greater Sacramento
 - vi. SVP, Operations, Arizona
 - vii. SVP, Operations, North State
 - viii. SEVP & Chief Operating Officer
 - ix. SVP, Operational Effectiveness
 - x. SVP, Financial Operations
 - xi. EVP/CAO/Special Assistant to the President
 - xii. SVP, Physician Integration
 - xiii. SVP, Operations, Bay Area
 - xiv. SVP, Operations, Central California
 - xv. SVP, Managed Care

For each Reporting Period, each Certifying Employee shall sign a certification that states:

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“I have been trained on and understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include ensuring compliance with regard to the [insert name of department] with all applicable Federal health care program requirements, obligations of the Corporate Integrity Agreement, and Dignity Health policies, and I have taken steps to promote such compliance. To the best of my knowledge, except as otherwise described herein, the [insert name of department] of Dignity Health is in compliance with all applicable Federal health care program requirements and the obligations of the Corporate Integrity Agreement. I understand that this certification is being provided to and relied upon by the United States.”

If any Certifying Employee is unable to provide such a certification, the Certifying Employee shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

Within 90 days after the Effective Date, Dignity Health shall develop and implement a written process for Certifying Employees to follow for the purpose of completing the certification required by this section (e.g., reports that must be reviewed, assessments that must be completed, sub-certifications that must be obtained, etc. prior to the Certifying Employee making the required certification).

B. Written Standards

1. *Code of Conduct.* Dignity Health has developed, implemented, and made available a written Code of Conduct to all Covered Persons and shall maintain this Code of Conduct for the duration of the CIA. Dignity Health shall make the performance of job responsibilities in a manner consistent with the Code of Conduct an element in evaluating the performance of all employees. The Code of Conduct shall, at a minimum, set forth:

- a. Dignity Health’s commitment to full compliance with all Federal health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements;
- b. Dignity Health’s requirement that all of its Covered Persons shall be expected to comply with all Federal health care

program requirements and with Dignity Health's own Policies and Procedures;

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

Dignity Health shall review the Code of Conduct at least annually to determine if revisions are appropriate and shall make any necessary revisions based on such review. The Code of Conduct shall be made available at least annually to all Covered Persons.

2. *Policies and Procedures.* Dignity Health, including contractors who perform billing and coding functions on behalf of Dignity Health, have developed, implemented, and distributed written Policies and Procedures regarding the operation of its compliance program, including the compliance program requirements outlined in this CIA and in compliance with Federal health care program requirements, and shall maintain these Policies and Procedures for the duration of the CIA. Throughout the term of this CIA, Dignity Health shall enforce and comply with its Policies and Procedures and shall make such compliance an element of evaluating the performance of all employees.

The Policies and Procedures shall address, at a minimum:

- a. the subjects relating to the Code of Conduct identified in Section III.B.1;
- b. the compliance program requirements outlined in this CIA;
- c. Dignity Health's compliance with Federal health care program requirements, including Federal health care program rules governing medical necessity determinations for inpatient admission;
- d. billing and reimbursement, including:
 - i. ensuring proper and accurate submission of claims and cost reports to Federal health care programs;
 - ii. ensuring the proper and accurate documentation of medical records;
 - iii. ensuring the proper and accurate assignment and designation of patients into inpatient, outpatient, or observation status; and
 - iv. ensuring the necessary and appropriate length of stays and timely discharges for all patients.
- e. documentation of medical records, including:
 - i. ensuring proper and accurate documentation in the pre-admission, admission, case management, billing, coding and reimbursement process;
 - ii. the personal obligation of each individual involved in the medical documentation process to ensure that such documentation is accurate;
 - iii. ensuring proper order authentication practices to ensure: (1) physician orders are not implemented without physician knowledge and consent; and (2)

unauthorized markings are not added to physician orders without physician knowledge or consent;

- iv. the legal sanctions for violations of the Federal health care program requirements; and
 - v. examples of proper and improper medical documentation practices.
- f. requirements for Case Management employees, including:
- i. the policies and procedures for determining the medical necessity and appropriateness of inpatient admissions, including applicable Medicare rules and regulations; and
 - ii. the policies and procedures for proper order authentication and modification.

Within 90 days after the Effective Date, the Policies and Procedures shall be made available to all Covered Persons. Appropriate and knowledgeable staff shall be available to explain the Policies and Procedures.

At least annually (and more frequently, if appropriate), Dignity Health shall assess and update, as necessary, the Policies and Procedures. Within 30 days after the effective date of any revisions or addition of new Policies and Procedures, a description of the revisions shall be communicated to all affected Covered Persons and any revised or new Policies and Procedures shall be made available to all Covered Persons.

C. Training and Education

Dignity Health represents that it provides training to its employees on a regular basis concerning a variety of topics. The training covered by this CIA need not be separate and distinct from the regular training provided by Dignity Health, but instead may be integrated fully into such regular training so long as the training covers the areas identified below.

1. *Training Plan.* Within 90 days after the Effective Date and on an annual basis thereafter, Dignity Health shall submit a written plan (Training Plan) that outlines the steps Dignity Health shall take to ensure that: (a) all Covered Persons receive adequate training on an annual basis regarding Dignity Health's CIA requirements and Compliance Program, including the Code of Conduct and (b) all appropriate Covered Persons receive adequate training on an annual basis regarding: (i) the Federal health care program requirements regarding the accurate coding and submission of claims; (ii) policies, procedures, and other requirements applicable to the documentation of medical records; (iii) the personal obligation of each individual involved in the claims submission process to ensure that such claims are accurate; (iv) applicable reimbursement statutes, regulations, and program requirements and directives; (v) the legal sanctions for violations of the Federal health care program requirements; and (vi) examples of proper and improper claims submission practices.

The Training Plan shall include information regarding the training topics, the categories of Covered Persons required to attend each training session, the length of the training, and the format of the training. The Training Plan shall be subject to review and approval by the OIG.

2. *Board Member Training.* Within 120 days after the Effective Date, Dignity Health shall provide at least two hours of training to each member of the Board of Directors. This training shall address Dignity Health's CIA requirements and Compliance Program (including the Code of Conduct), the corporate governance responsibilities of board members, and the responsibilities of board members with respect to review and oversight of the Compliance Program. Specifically, the training shall address the unique responsibilities of health care Board members, including the risks, oversight areas, and strategic approaches to conducting oversight of a health care entity. This training may be conducted by an outside compliance expert hired by the Board and shall include a discussion of the OIG's guidance on Board member responsibilities.

New members of the Board of Directors shall receive the Board Member Training described above within 60 days after becoming a member or within 120 days after the Effective Date, whichever is later.

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 Corporate Compliance Officer (or designee) shall retain the certifications, along with all course materials.

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

5. *Update of Training Plan.* Dignity Health shall review the Training Plan annually, and, where appropriate, update the Training Plan to, for example, reflect changes in Federal health care program requirements, issues discovered during internal audits, the Claims Review or the Inpatient Medical Necessity and Appropriateness Review, and any other relevant information. Any updates to the Training Plan must be reviewed and approved by the OIG prior to the implementation of the revised Training Plan. Within 30 days of OIG's receipt of any updates or revisions to Dignity Health's Training Plan, OIG will notify Dignity Health of any comments or objections to the revised Training Plan. Absent notification from the OIG that the revised Training Plan is unacceptable, Dignity Health may implement the revised Training Plan.

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

D. Review Procedures

1. *General Description*

- a. *Engagement of Independent Review Organization.* Within 120 days after the Effective Date, Dignity Health shall engage an entity (or entities), such as an accounting, auditing, or consulting firm (hereinafter "Independent Review

Organization” or “IRO”), to perform the reviews listed in this Section III.D. The applicable requirements relating to the IRO are outlined in Appendix A to this CIA, which is incorporated by reference.

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

2. *Claims Review.* The IRO shall review Dignity Health’s Covered Facilities’ coding, billing, and claims submission to the Federal health care programs and the reimbursement received (Claims Review) and shall prepare a Claims Review Report, as outlined in Appendix B to this CIA, which is incorporated by reference.

3. *Inpatient Medical Necessity and Appropriateness Review.* The IRO shall: (1) evaluate and analyze Dignity Health’s inpatient admissions and relevant length of stays to determine if such admissions and length of stays (as identified in Section A.2.b of Appendix C) were medically necessary and appropriate under the applicable Federal health care program rules and regulations governing inpatient admission, treatment, discharge, billing, and reimbursement, and (2) determine whether the claims submissions to Federal health care programs associated with each inpatient admission were documented, coded, and billed appropriately (Inpatient Medical Necessity and Appropriateness Review). The IRO shall prepare an Inpatient Medical Necessity and Appropriateness Review Report, as outlined in Appendix C to this CIA, which is incorporated by reference.

4. *Validation Review.* In the event OIG has reason to believe that: (a) Dignity Health’s Claims Review or Inpatient Medical Necessity and Appropriateness Review fails to conform to the requirements of this CIA; or (b) the IRO’s findings, Claims Review results, or Inpatient Medical Necessity and Appropriateness Review results are inaccurate, OIG may, at its sole discretion, conduct its own review to determine whether the Claims Review or Inpatient Medical Necessity and Appropriateness Review complied with the requirements of the CIA and/or the findings, Claims Review results, or Inpatient Medical Necessity and Appropriateness Review are inaccurate (Validation Review). Dignity Health 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 Dignity Health's final Annual Report shall be initiated no later than one year after Dignity Health's final submission (as described in Section II) is received by OIG.

Prior to initiating a Validation Review, OIG shall notify Dignity Health 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, Dignity Health may request a meeting with OIG to: (a) discuss the results of any Claims Review or Inpatient Medical Necessity and Appropriateness Review submissions or findings; (b) present any additional information to clarify the results of the Claims Review or Inpatient Medical Necessity and Appropriateness Review to correct the inaccuracy of the Claims Review or Inpatient Medical Necessity and Appropriateness Review; and/or (c) propose alternatives to the proposed Validation Review. Dignity Health agrees to provide any additional information as may be requested by OIG under this Section III.D.4 in an expedited manner. OIG will attempt in good faith to resolve any Claims Review or Inpatient Medical Necessity and Appropriateness Review issues with Dignity Health 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.

5. *Independence and Objectivity Certification.* The IRO shall include in its report(s) to Dignity Health a certification that the IRO has (a) evaluated its professional independence and objectivity with respect to the reviews conducted under this Section III.D and (b) concluded that it is, in fact, independent and objective, in accordance with the requirements specified in Appendix A to this CIA.

E. Risk Assessment and Internal Review Process

Dignity Health maintains a system-wide annual risk assessment and internal review process to identify and address risks associated with the submission of claims for items and services furnished to Federal health care program beneficiaries. The risk assessment and internal review process shall include: (1) a process for identifying and prioritizing potential risks; (2) developing an annual work plan to evaluate potential risks, including internal auditing and monitoring of the potential risk areas; (3) developing action plans to remediate risk; and (4) tracking results to assess the effectiveness of the risk assessment and internal review process, including any remediation efforts that are pursued. The risk assessment and internal review process shall require compliance, legal, and appropriate department leaders, at least annually, to identify potential risks associated with the submission of claims for items and services furnished to Federal health care

program beneficiaries and develop and implement specific plans to address and mitigate the identified risks. As part of the risk assessment and internal review process, compliance, legal, and, if appropriate, certain department leaders shall evaluate the potential risk areas. The risk assessment and internal review work plans shall be developed annually. Dignity Health shall implement the risk assessment and internal review work plans and track the implementation of the work plans. Dignity Health shall maintain the risk assessment and internal review process for the term of the CIA. Copies of any internal audit reports developed pursuant to the risk assessment and internal review process shall be made available to OIG upon request.

F. Disclosure Program

Dignity Health has established a Disclosure Program that includes a mechanism (e.g., a toll-free compliance telephone line) to enable individuals to disclose to the Corporate Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with Dignity Health's policies, conduct, practices, or procedures with respect to a Federal health care program believed by the individual to be a potential violation of criminal, civil, or administrative law. Dignity Health shall continue to maintain this Disclosure Program for the duration of the CIA. Dignity Health shall continue to publicize appropriately the existence of the disclosure mechanism (e.g., via periodic e-mails to employees or by posting the information in prominent common areas).

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

The Corporate Compliance Officer (or designee) shall maintain a disclosure log and shall record each disclosure in the disclosure log within 48 hours of receipt of the

disclosure. The disclosure log shall include a 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.

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 scope 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 (LEIE) (available through the Internet at <http://www.oig.hhs.gov>); and

ii. the General Services Administration’s System for Award Management (SAM) (available through the Internet at <http://www.sam.gov>).

2. *Screening Requirements.* Dignity Health shall ensure that all prospective and current Covered Persons are not Ineligible Persons, by implementing the following screening requirements.

a. Dignity Health shall 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. Dignity Health has established a process to screen all Covered Persons against the LEIE on a monthly basis and screen against SAM on an annual basis. Dignity Health shall continue its screening process throughout the term of the CIA.
- c. Dignity Health has implemented a policy requiring all Covered Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

Nothing in Section III.G affects Dignity Health's responsibility to refrain from (and liability for) billing Federal health care programs for items or services furnished, ordered, or prescribed by an excluded person. Dignity Health understands that items or services furnished, ordered or prescribed by excluded persons are not payable by Federal health care programs and that Dignity Health may be liable for overpayments and/or criminal, civil, and administrative sanctions for employing or contracting with an excluded person regardless of whether Dignity Health meets the requirements of Section III.G.

3. *Removal Requirement.* If Dignity Health has actual notice that a Covered Person has become an Ineligible Person, Dignity Health shall remove such Covered Person from responsibility for, or involvement with, Dignity Health's business operations related to the Federal health care programs and 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 Federal health care programs or otherwise with Federal funds at least until such time as the Covered Person is reinstated into participation in the Federal health care programs. If a physician or other non-physician practitioner with staff privileges at Dignity Health is determined to be an Ineligible Person, Dignity Health shall ensure that (i) the medical staff member does not furnish, order, or prescribe any items or services payable in whole or in part by any Federal health care program; and (ii) the medical staff member is not "on call" at Dignity Health.

4. *Pending Charges and Proposed Exclusions.* If Dignity Health has actual notice that a Covered Person is charged with a criminal offense that falls within the scope of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during the Covered Person's employment or contract term or during the term of a physician's or other practitioner's medical staff privileges, Dignity Health shall take all appropriate actions to ensure that the responsibilities of that Covered Person have not and shall not adversely affect the quality of care rendered to any beneficiary, patient, or resident, or any claims submitted to any Federal health care program.

H. Notification of Government Investigation or Legal Proceedings

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

1. *Definition of Overpayments.* For purposes of this CIA, an "Overpayment" shall mean the amount of money Dignity Health has received in excess of the amount due and payable under any Federal health care program requirements.

2. *Overpayment Policies and Procedures.* Within 120 days after the Effective Date, Dignity Health shall develop and implement written policies and procedures regarding the identification, quantification and repayment of Overpayments received from any Federal health care program.

3. *Repayment of Overpayments.*

- a. If, at any time, Dignity Health identifies any Overpayment, Dignity Health shall repay the Overpayment to the appropriate payor (e.g., Medicare contractor) within 60 days after identification of the Overpayment and take remedial

steps within 90 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. If not yet quantified, within 60 days after identification, Dignity Health 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.

- b. 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 shall be handled in accordance with such policies and procedures.

J. Reportable Events

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

- 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 penalties or exclusion may be authorized;
- c. the employment of or contracting with a Covered Person who is an Ineligible Person as defined by Section III.G.1.a; or
- d. the filing of a bankruptcy petition by Dignity Health.

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

2. *Reporting of Reportable Events.* If Dignity Health determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, Dignity Health shall

notify OIG, in writing, within 30 days after making the determination that the Reportable Event exists.

3. *Reportable Events under Section III.J.1.a.* For Reportable Events under Section III.J.1.a, the report to OIG shall be made within 30 days of the identification of the Overpayment, and shall include:

- a. a complete description of all details relevant to the Reportable Event, including, at 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 entities and individuals 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 Dignity Health to identify and quantify the Overpayment; and
- d. a description of Dignity Health's actions taken to correct the Reportable Event and prevent it from recurring.

Within 60 days of identification of the Overpayment, Dignity Health shall provide OIG with a copy of the notification and repayment (if quantified) to the payor required in Section III.I.3.

4. *Reportable Events under Section III.J.1.b.* For Reportable Events under Section III.J.1.b, 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 entities and individuals 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 Dignity Health's actions taken to correct the Reportable Event and prevent it from recurring; and
- e. if the Reportable Event has resulted in an Overpayment, a description of the steps taken by Dignity Health to identify and quantify the Overpayment.

5. *Reportable Events under Section III.J.1.c.* For Reportable Events under Section III.J.1.c, 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 Persons employment or contractual relationship;
- c. a description of the Exclusion Lists screening that Dignity Health completed before and/or during the Ineligible Person's employment or contract and any flaw or breakdown in the Ineligible Persons screening process that led to the hiring or contracting with the Ineligible Person;
- d. a description of how the Reportable Event was discovered; and
- e. a description of any corrective action implemented to prevent future employment or contracting with an Ineligible Person.

6. *Reportable Events under Section III.J.1.d.* For Reportable Events under Section III.J.1.d, the report to the OIG shall include documentation of the

bankruptcy filing and a description of any Federal health care program authorities implicated.

7. *Reportable Events Involving the Stark Law.* Notwithstanding the reporting requirements outlined above, any Reportable Event that involves only a probable violation of section 1877 of the Social Security Act, 42 U.S.C. §1395nn (the Stark Law) shall be submitted by Dignity Health to the Centers for Medicare & Medicaid Services (CMS) through the self-referral disclosure protocol (SRDP), with a copy to the OIG. The requirements of Section III.I.3 that require repayment to the payor of any identified Overpayment within 60 days shall not apply to any Overpayment that may result from a probable violation of only the Stark Law that is disclosed to CMS pursuant to the SRDP. If Dignity Health identifies a probable violation of the Stark Law and repays the applicable Overpayment directly to the CMS contractor, then Dignity Health is not required by this Section III.J to submit the Reportable Event to CMS through the SRDP.

IV. SUCCESSOR LIABILITY; CHANGES TO BUSINESS UNITS OR LOCATIONS

A. Sale of Business, Business Unit or Location.

In the event that, after the Effective Date, Dignity Health proposes to sell any or all of its business, business units or locations (whether through a sale of assets, sale of stock, or other type of transaction) that are subject to this CIA, Dignity Health shall notify OIG of the proposed sale at least 15 days prior to the sale of its business, business unit or location. This notification shall include a description of the business, business unit or location to be sold, a brief description of the terms of the sale, and the name and contact information of the prospective purchaser. This CIA shall be binding on the purchaser of the business, business unit or location, unless otherwise determined and agreed to in writing by the OIG.

B. Change or Closure of Business, Business Unit or Location

In the event that, after the Effective Date, Dignity Health changes locations or closes a business, business unit or location related to the furnishing of hospital items or services that may be reimbursed by Federal health care programs, Dignity Health shall notify OIG of this fact as soon as possible, but no later than within 30 days after the date of change or closure of the business, business unit or location.

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C. Purchase or Establishment of New Business, Business Unit or Location

In the event that, after the Effective Date, Dignity Health purchases or establishes a new business, business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, Dignity Health shall notify OIG at least 30 days prior to such purchase or the operation of the new business, business unit or location. This notification shall include the address of the new business, business unit or location, phone number, fax number, the location's Federal health care program provider number and/or supplier number(s); and the name and address of each Federal health care program contractor to which Dignity Health currently submits claims. Each new business, business unit or location meeting the definition of Dignity Health for purposes of this CIA and all Covered Persons at each new business, business unit or location shall be subject to the applicable requirements of this CIA, unless otherwise agreed to in writing by the OIG.

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report

Within 150 days after the Effective Date, Dignity Health 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 Corporate Compliance Officer required by Section III.A.1, and a summary of other noncompliance job responsibilities the Corporate Compliance Officer may have;
2. the name, address, phone number, and position description of each Service Area Compliance Officer required by Section III.A.2, and a summary of other noncompliance job responsibilities that each Service Area Compliance Officer may have;
3. the names and positions of the members of the Compliance Oversight Committee required by Section III.A.3;
4. the names and positions of the members of each Service Area Compliance Committee required by Section III.A.4;

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5. the names of the Board members (or a committee of the Board) who are responsible for satisfying the Board of Directors compliance obligations described in Section III.A.5;
6. the names and positions of the Certifying Employees required by Section III.A.6;
7. a copy of the written process for Certifying Employees as required by Section III.A.6;
8. a copy of Dignity Health's Code of Conduct required by Section III.B.1;
9. a summary of all Policies and Procedures required by Section III.B.2 (copies of the Policies and Procedures shall be made available to OIG upon request);
10. the Training Plan required by Section III.C.1 and a description of the Board of Directors training required by Section III.C.2 (including a summary of the topics covered, the length of the training; and when the training was provided);
11. the following information regarding the IRO(s): (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 CIA; (d) a summary and description of any and all current and prior engagements and agreements between Dignity Health and the IRO; and (e) a certification from the IRO regarding its professional independence and objectivity with respect to Dignity Health;
12. a description of the risk assessment and mitigation process required by Section III.E;
13. a description of the Disclosure Program required by Section III.F;
14. a certification that Dignity Health has conducted the screening required by Section III.G regarding Ineligible Persons, or a description of why Dignity Health cannot provide such a certification;

15. a copy of Dignity Health's policies and procedures regarding the identification, quantification and repayment of Overpayments required by Section III.I;

16. a list of all of Dignity Health's Covered Facilities (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 Federal health care program provider number(s) and/or supplier number(s); and the name and address of each Federal health care program contractor to which Dignity Health currently submits claims;

17. a description of Dignity Health's corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business as well any individual owners; and

18. the certifications required by Section V.C.

B. Annual Reports

Dignity Health shall submit to OIG annually a report with respect to the status of, and findings regarding, Dignity Health's 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 Corporate Compliance Officer and Service Area Compliance Officers in Sections III.A.1-2; any change in the membership of the Compliance Oversight Committee and Service Area Compliance Committees described in Section III.A.3-4; any change in the Board members (or a committee of the Board) who are responsible for satisfying the Board of Directors compliance obligations described in Section III.A.5; and any change in the group of Certifying Employees described in Section III.A.6;

2. the dates of each report made by the Corporate Compliance Officer to the Board (or a committee of the Board) and of each report by the FCPs to the Service Area Compliance Directors (written documentation of such reports shall be made available to OIG upon request);

3. the Board resolution required by Section III.A.5, and a description of the documents and other materials reviewed by the Board, as well as any additional steps taken, in its oversight of the compliance program and in support of making the resolution;
4. a summary of any significant changes to the written process for Certifying Employees as required by Section III.A.6;
5. a summary of any significant changes or amendments to the Code of Conduct or the Policies and Procedures required by Section III.B and the reasons for such changes (e.g., change in contractor policy);
6. a copy of Dignity Health's Training Plan developed under Section III.C and the following information regarding each type of training required by the Training Plan: a description of the training, including a summary of the topics covered; the length of sessions, a schedule of training sessions, a general description of the categories of individuals required to complete the training, and the process by which Dignity Health ensures that all designated employees receive appropriate training. A copy of all training materials and the documentation to support this information shall be made available to OIG upon request.
7. a complete copy of all reports prepared pursuant to Section III.D, along with a copy of the IRO's engagement letter;
8. Dignity Health's response to the reports prepared pursuant to Section III.D, along with corrective action plan(s) related to any issues raised by the reports;
9. a summary and description of any and all current and prior engagements and agreements between Dignity Health and the IRO (if different from what was submitted as part of the Implementation Report);
10. a certification from the IRO regarding its professional independence and objectivity with respect to Dignity Health;
11. a description of the risk assessment and internal review process required by Section III.E, a summary of any changes to the process, and a description of the reasons for such changes;

12. a copy of Dignity Health's internal review work plans, and a list of all reviews completed during the Reporting Period pursuant to Section III.E;
13. a summary of the disclosures in the disclosure log required by Section III.F that relate to Federal health care programs (the complete disclosure log shall be made available to OIG upon request);
14. a certification that Dignity Health has completed the screening required by Section III.G regarding Ineligible Persons;
15. 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;
16. a description of any changes to the Overpayment policies and procedures required by Section III.I, including the reasons for such changes;
17. a report of the aggregate Overpayments that have been returned to the Federal health care programs. Overpayment amounts shall be broken down by facility 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;
18. a summary of Reportable Events (as defined in Section III.J) identified during the Reporting Period and the status of any corrective action relating to all such Reportable Events;
19. a summary describing any audits conducted during the applicable Reporting Period by a Federal health care program contractor or any government entity or contractor, involving a review of Federal health care program claims, and Dignity Health's response/corrective action plan (including information regarding any Federal health care program refunds) relating to the audit findings;
20. a description of all changes to the most recently provided list of Dignity Health's Covered Facilities (including addresses) as required by Section V.A.16;

the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's Federal health care program provider number(s) and/or supplier number(s); and the name and address of each Federal health care program contractor to which Dignity Health currently submits claims; and

21. the certifications required by Section V.C.

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. Certifications

1. *Certifying Employees.* In each Annual Report, Dignity Health shall include the Management Certifications of Certifying Employees as required by Section III.A.6;

2. *Corporate Compliance Officer and Chief Executive Officer.* The Implementation Report and each Annual Report shall include a certification by the Corporate Compliance Officer and Chief Executive Officer that:

- a. to the best of his or her knowledge, except as otherwise described in the report, Dignity Health is in compliance with all of the requirements of this CIA; and
- b. 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.

3. *Chief Financial Officer.* The first Annual Report shall include a certification by the Chief Financial Officer that, to the best of his or her knowledge, Dignity Health 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

Dignity Health 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. Dignity Health 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

Dignity Health:

Margaret Hambleton, MBA, CHC, CHPC
Dignity Health
251 South Lake Avenue, 8th floor
Pasadena, CA 91101
Telephone: 626.744.2232
Facsimile: 818.409.5266

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. Upon request by OIG, Dignity Health may be required to provide OIG with an electronic copy of each

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notification or report required by this CIA in searchable portable document format (pdf), in addition to a paper copy.

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 and/or request copies of Dignity Health's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of Dignity Health's locations for the purpose of verifying and evaluating: (a) Dignity Health's compliance with the terms of this CIA; and (b) Dignity Health's compliance with the requirements of the Federal health care programs. The documentation described above shall be made available by Dignity Health to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, and/or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of Dignity Health's Covered Persons and any of Dignity Health's employees, contractors, or agents who consent to be interviewed at the individual's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the individual and OIG. Dignity Health shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. Dignity Health's employees may elect to be interviewed with or without a representative of Dignity Health present.

VIII. DOCUMENT AND RECORD RETENTION

Dignity Health shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs and to compliance with this CIA for six 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 Dignity Health prior to any release by OIG of information submitted by Dignity Health pursuant to its obligations under this CIA and identified upon submission by Dignity Health as trade secrets, or information that is commercial or financial and privileged or confidential, under the FOIA rules. With respect to such releases, Dignity Health shall have the rights set forth at 45 C.F.R. § 5.65(d).

X. BREACH AND DEFAULT PROVISIONS

Dignity Health 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, Dignity Health 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 Dignity Health fails to establish and implement any of the following obligations as described in Sections III and IV:

- a. a Corporate Compliance Officer;
- b. Service Area Compliance Officers;
- c. a Compliance Oversight Committee;
- d. Service Area Compliance Committees;
- e. the Board of Directors compliance obligations;
- f. the Management Certification obligations;
- g. a written Code of Conduct;
- h. written Policies and Procedures;
- i. the development and/or implementation of a Training Plan for the training of Covered Persons and Board Members;

- j. a Risk Assessment and Internal Review Process process as required in Section III.E;
- k. a Disclosure Program;
- l. Ineligible Persons screening and removal requirements;
- m. notification of Government investigations or legal proceedings;
- n. policies and procedures regarding the repayment of Overpayments;
- o. the repayment of Overpayments as required by Section III.I;
- p. reporting of Reportable Events; and
- q. disclosure of changes to business units or locations.

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 Dignity Health fails to engage and use an IRO, as required in Section III.D, Appendix A, Appendix B, and Appendix C.

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 Dignity Health fails to submit the Implementation Report or any 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 Dignity Health fails to submit any Claims Review Report or Inpatient Medical Necessity and Appropriateness Review Report in accordance with the requirements of Section III.D, Appendix B, and Appendix C.

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

6. A Stipulated Penalty of \$50,000 for each false certification submitted by or on behalf of Dignity Health 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 Dignity Health fails to comply fully and adequately with any obligation of this CIA. OIG shall provide notice to Dignity Health stating the specific grounds for its determination that Dignity Health has failed to comply fully and adequately with the CIA obligation(s) at issue and steps Dignity Health shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after Dignity Health 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

Dignity Health 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 Dignity Health 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 days after Dignity Health 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 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 Dignity Health 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 Dignity Health of: (a) Dignity Health's failure to comply; and (b) OIG's exercise of its contractual right to demand

payment of the Stipulated Penalties. (This notification shall be referred to as the “Demand Letter.”)

2. *Response to Demand Letter.* Within 10 days after the receipt of the Demand Letter, Dignity Health 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 Dignity Health elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until Dignity Health 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 electronic funds transfer to an account specified by OIG in the Demand Letter.

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 Dignity Health 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. repeated violations or a flagrant violation of any of the obligations under this CIA, including, but not limited to, the obligations addressed in Section X.A;
- b. a failure by Dignity Health to report a Reportable Event, take corrective action, or make the appropriate refunds, as required in Section III.J;

- c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.C; or
- d. a failure to engage and use an IRO in accordance with Section III.D, Appendix A, Appendix B, and Appendix C.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by Dignity Health constitutes an independent basis for Dignity Health'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 five years per material breach. Upon a determination by OIG that Dignity Health has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify Dignity Health of: (a) Dignity Health's material breach; and (b) OIG's intent to exercise its contractual right to impose exclusion. (This notification shall be referred to as the "Notice of Material Breach and Intent to Exclude.")

3. *Opportunity to Cure.* Dignity Health shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate that:

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

4. *Exclusion Letter.* If, at the conclusion of the 30 day period, Dignity Health fails to satisfy the requirements of Section X.D.3, OIG may exclude Dignity Health from participation in the Federal health care programs. OIG shall notify Dignity Health in writing of its determination to exclude Dignity Health. (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 Dignity Health's receipt of the Exclusion Letter. The exclusion shall have national effect. Reinstatement to program participation is not automatic. After the end of the period of

exclusion, Dignity Health 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 Dignity Health 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, Dignity Health 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. The procedures relating to the filing of a request for a hearing can be found at <http://www.hhs.gov/dab/divisions/civil/procedures/divisionprocedures.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 CIA shall be: (a) whether Dignity Health was in full and timely compliance with the obligations of this CIA for which OIG demands payment of a Stipulated Penalty; and (b) the period of noncompliance. Dignity Health 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 Dignity Health to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless Dignity Health 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 whether Dignity Health was in material breach of this CIA and, if so, whether:

- a. Dignity Health cured such breach within 30 days of its receipt of the Notice of Material Breach; or
- b. the alleged material breach could not have been cured within the 30-day period, but that, during the 30-day period following Dignity Health's receipt of the Notice of Material Breach: (i) Dignity Health had begun to take action to cure the material breach; (ii) Dignity Health pursued such action with due diligence; and (iii) Dignity Health provided to OIG a reasonable timetable for curing the material breach.

For purposes of the exclusion herein, exclusion shall take effect only after an ALJ decision favorable to OIG, or, if the ALJ rules for Dignity Health, only after a DAB decision in favor of OIG. Dignity Health's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude Dignity Health 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 Dignity Health 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. Dignity Health 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 Dignity Health, Dignity Health 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

Dignity Health and OIG agree as follows:

A. This CIA shall become final and binding on the date the final signature is obtained on the CIA.

Corporate Integrity Agreement
Dignity Health

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

C. OIG may agree to a suspension of Dignity Health's obligations under this CIA based on a certification by Dignity Health that it is no longer providing health care items or services that will be billed to any Federal health care program and that it does not have any ownership or control interest, as defined in 42 U.S.C. §1320a-3, in any entity that bills any Federal health care program. If Dignity Health is relieved of its CIA obligations, Dignity Health shall be required to notify OIG in writing at least 30 days in advance if Dignity Health plans to resume providing health care items or services that are billed to any Federal health care program or to obtain an ownership or control interest in any entity that bills any Federal health care program. At such time, OIG shall evaluate whether the CIA will be reactivated or modified.

D. The undersigned Dignity Health signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG signatories represent that they are signing this CIA in their official capacities and that they are authorized to execute this CIA.

E. This CIA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same CIA. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this CIA.

ON BEHALF OF DIGNITY HEALTH

/Michael Blaszyk/
MICHAEL BLASZYK
Sr. Executive Vice President
Chief Financial Officer
Dignity Health

10.29.14
DATE

/Raja M.G. Sekaran/
RAJA M.G. SEKARAN
V.P. & Associate General Counsel for
Regulatory Affairs
Dignity Health

29 October 2014
DATE

/Margaret Hambleton/
MARGARET HAMBLETON
Corporate Compliance Officer
Dignity Health

10/29/14
DATE

/Sara Kay Wheeler/
SARA KAY WHEELER
King & Spalding LLP
Counsel for Dignity Health

Oct. 29, 2014
DATE

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

/Robert K. DeConti/

10/30/2014

ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Inspector General
U. S. Department of Health and Human Services

DATE

/Kenneth D. Kraft/

10-29-2014

KENNETH D. KRAFT
Senior Counsel
Office of Inspector General
U. S. Department of Health and Human Services

DATE

*Corporate Integrity Agreement
Dignity Health*

APPENDIX A

INDEPENDENT REVIEW ORGANIZATION

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

A. IRO Engagement

1. Dignity Health 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 D. Within 30 days after OIG receives the information identified in Section V.A.11 of the CIA or any additional information submitted by Dignity Health in response to a request by OIG, whichever is later, OIG will notify Dignity Health if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, Dignity Health may continue to engage the IRO.

2. If Dignity Health 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, Dignity Health shall submit the information identified in Section V.A.11 of the CIA to OIG within 30 days of engagement of the IRO. Within 30 days after OIG receives this information or any additional information submitted by Dignity Health at the request of OIG, whichever is later, OIG will notify Dignity Health if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, Dignity Health may continue to engage the IRO.

B. IRO Qualifications

The IRO shall:

1. assign individuals to conduct the Claims Review and Inpatient Medical Necessity and Appropriateness Review who have expertise in the billing, coding, reporting, and other requirements of governing inpatient admissions of Federal health care program beneficiaries and in the general requirements of the Federal health care program(s) from which Dignity Health seeks reimbursement;

2. assign individuals to design and select the Claims Review and Inpatient Medical Necessity and Appropriateness Review samples who are knowledgeable about the appropriate statistical sampling techniques;

3. assign individuals to conduct the coding review portions of the Claims Review and Inpatient Medical Necessity and Appropriateness Review who have a

nationally recognized coding certification and who have maintained this certification (e.g., completed applicable continuing education requirements); and

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

C. IRO Responsibilities

The IRO shall:

1. perform each Claims Review and Inpatient Medical Necessity and Appropriateness Review in accordance with the specific requirements of the CIA;

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

3. if in doubt of the application of a particular Federal health care program policy or regulation, request clarification from the appropriate authority (e.g., Medicare contractor);

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 Appendix B and Appendix C to the CIA.

D. IRO Independence and Objectivity

The IRO must perform the Claims Review and Inpatient Medical Necessity and Appropriateness Review in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the United States Government Accountability Office.

E. IRO Removal/Termination

1. *Provider and IRO.* If Dignity Health terminates its IRO or if the IRO withdraws from the engagement during the term of the CIA, Dignity Health must submit a notice explaining its reasons for termination or the reason for withdrawal to OIG no later than 30 days after termination or withdrawal. Dignity Health 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 D, or has failed to carry out its responsibilities as described in Paragraph C, OIG may, at its sole discretion, require Dignity Health to engage a new IRO in accordance with Paragraph A of this Appendix. Dignity Health must engage a new IRO within 60 days of termination of the IRO.

Prior to requiring Dignity Health to engage a new IRO, OIG shall notify Dignity Health 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, Dignity Health may present additional information regarding the IRO's qualifications, independence or performance of its responsibilities. OIG will attempt in good faith to resolve any differences regarding the IRO with Dignity Health prior to requiring Dignity Health to terminate the IRO. However, the final determination as to whether or not to require Dignity Health 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 annually to cover each of the five Reporting Periods. The IRO shall perform all components of each Claims Review. The Claims Review shall be conducted at 5 Covered Facilities or 12.5% of Dignity Health's Covered Facilities, whichever is greater, for each Reporting Period. Each Claims Review shall consist of the following:

1. *Selection of Dignity Health Covered Facilities To Be Reviewed*. At least 60 days prior to the end of each Reporting Period, Dignity Health shall provide OIG with the following information for each Covered Facility for the prior fiscal year: (1) Total dollar amount of Paid Claims; and (2) the percentage of Federal health care program reimbursement received by the Covered Facility compared to the Covered Facility's total revenue. Within 30 days after OIG receives this information, OIG will notify Dignity Health of the Covered Facilities to be reviewed.

2. *Definitions*. For the purposes of the Claims Review, the following definitions shall be used:

- a. Overpayment: The amount of money Dignity Health has received in excess of the amount due and payable under any Federal health care program requirements, as determined by the IRO in connection with the claims reviews performed under this Appendix B, and which shall include any extrapolated Overpayments determined in accordance with Section A.4 of this Appendix B.
- b. Paid Claim: A claim submitted by Dignity Health and for which Dignity Health has received reimbursement from the Federal health care programs.
- c. Population: The Population shall be defined as all Paid Claims at the selected Covered Facilities during the 12-month period covered by the Claims Review. In OIG's discretion, OIG may limit the Population to a subset of Paid Claims to be reviewed and shall notify Dignity Health and the IRO of its selection of the Paid Claims to be reviewed at least 60 days after notifying Dignity Health of the selected Covered Facilities. Dignity Health (or the IRO on behalf of Dignity Health) may submit proposals identifying suggestions for the subset of Paid Claims to be reviewed at least 90 days prior to

the end of each Reporting Period. In choosing the subset of Paid Claims to be reviewed, OIG shall consider: (1) proposals submitted by Dignity Health or the IRO; (2) internal risk assessment, audit, and monitoring work conducted by Dignity Health or the IRO; and (3) other information known to OIG. OIG retains sole discretion over whether, and in what manner, to limit the Population.

- d. Error Rate: The Error Rate shall be the percentage of net Overpayments identified in the sample. The net Overpayments shall be calculated by subtracting all underpayments identified in the sample from all gross Overpayments identified in the sample. (Note: Any potential cost settlements or other supplemental payments shall not be included in the net Overpayment calculation. Rather, only underpayments identified as part of the Discovery Sample shall be included as part of the net Overpayment calculation.)

The Error Rate is calculated by dividing the net Overpayment identified in the sample by the total dollar amount associated with the Paid Claims in the sample.

3. *Discovery Sample*. The IRO shall randomly select and review a sample of 100 Paid Claims (each constituting a “Discovery Sample”) from the Population at each Covered Facility selected for review. The Paid Claims shall be reviewed based on the supporting documentation available at Dignity Health’s office or under Dignity Health’s control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded, submitted, and reimbursed.

If the Error Rate (as defined above) for the Discovery Sample for any Covered Facility is less than 5%, no additional sampling is required, nor is the Systems Review required. (Note: The guidelines listed above do not imply that this is an acceptable error rate. Accordingly, Dignity Health shall, as appropriate, further analyze any errors identified in the Discovery Sample. Dignity Health recognizes that OIG or other HHS component, in its discretion and as authorized by statute, regulation, or other appropriate authority may also analyze or review Paid Claims included, or errors identified, in the Discovery Sample or any other segment of the universe.)

4. *Full Sample*. If the Discovery Sample at any Covered Facility selected for review indicates that the Error Rate is 5% or greater, the IRO shall select an additional sample of Paid Claims from that Covered Facility (Full Sample) using commonly accepted sampling methods. The Paid Claims selected for the Full Sample shall be reviewed based on supporting documentation available at Dignity Health or

under Dignity Health's control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded, submitted, and reimbursed. For purposes of calculating the size of the Full Sample, the Discovery Sample may serve as the probe sample, if statistically appropriate. Additionally, the IRO may use the Paid Claims sampled as part of the Discovery Sample, and the corresponding findings for those Paid Claims, as part of its Full Sample, if: (1) statistically appropriate and (2) the IRO selects the Full Sample Paid Claims using the seed number generated by the Discovery Sample. The findings of the Full Sample shall be used by the IRO to estimate the actual Overpayment in the Population with a 90% confidence level and with a maximum relative precision of 25% of the point estimate. OIG, in its sole discretion, may refer the findings of the Full Sample (and any related workpapers) received from Dignity Health to the appropriate Federal health care program payor (e.g., Medicare contractor), for appropriate follow-up by that payor.

5. *Systems Review.* If Dignity Health's Discovery Sample at any Covered Facility selected for review identifies an Error Rate of 5% or greater, Dignity Health's IRO shall also conduct a Systems Review at that Covered Facility. The Systems Review shall consist of the following:

- a. a review of the Covered Facility's billing and coding systems and processes relating to claims submitted to Federal health care programs (including, but not limited to, the operation of the billing system, the process by which claims are coded, safeguards to ensure proper coding, claims submission and billing; and procedures to identify and correct inaccurate coding and billing);
- b. for each claim in the applicable Discovery Sample and Full Sample that resulted in an Overpayment, the IRO shall review the Covered Facility's system(s) and process(es) that generated the claim and identify any problems or weaknesses that may have resulted in the identified Overpayments. The IRO shall provide its observations and recommendations on suggested improvements to the system(s) and the process(es) that generated the claim.

6. *Other Requirements*

- a. Supplemental Materials. The IRO shall request all documentation and materials required for its review of the Paid Claims selected as part of the Discovery Sample or Full Sample (if applicable), and Dignity Health shall furnish such documentation and materials to the IRO prior to the IRO

initiating its review of the Discovery Sample or Full Sample (if applicable). If the IRO accepts any supplemental documentation or materials from Dignity Health after the IRO has completed its initial review of the Discovery Sample or Full Sample (if applicable) (Supplemental Materials), the IRO shall identify in the Claims Review Report the Supplemental Materials, the date the Supplemental Materials were accepted, and the relative weight the IRO gave to the Supplemental Materials in its review. In addition, the IRO shall include a narrative in the Claims Review Report describing the process by which the Supplemental Materials were accepted and the IRO's reasons for accepting the Supplemental Materials.

- b. Paid Claims without Supporting Documentation. Any Paid Claim for which Dignity Health cannot produce documentation sufficient to support the Paid Claim shall be considered an error and the total reimbursement received by Dignity Health for such Paid Claim shall be deemed an Overpayment. Replacement sampling for Paid Claims with missing documentation is not permitted.
- c. Use of First Samples Drawn. For the purposes of all samples (Discovery Sample(s) and Full Sample(s)) discussed in this Appendix, the Paid Claims selected in each first sample shall be used (*i.e.*, it is not permissible to generate more than one list of random samples and then select one for use with the Discovery Sample or Full Sample).

7. *Repayment of Identified Overpayments*. Dignity Health shall repay within 60 days any Overpayment(s) identified in each Discovery Sample, regardless of the Error Rate, and (if applicable) each Full Sample, including the IRO's estimate of the actual Overpayment in the Population as determined in accordance with Section A.4 above, in accordance with payor refund policies. Dignity Health shall make available to OIG all documentation that reflects the refund of the Overpayment(s) to the payor.

B. Claims Review Report. The IRO shall prepare a Claims Review Report as described in this Appendix for each Claims Review performed. The following information shall be included in the Claims Review Report for each Discovery Sample and Full Sample (if applicable).

1. *Claims Review Methodology*

- a. Claims Review Population. A description of the Population for each Dignity Health Covered Facility subject to the Claims Review.
- b. Claims Review Objective. A clear statement of the objective intended to be achieved by the Claims Review.
- c. Source of Data. A description of the specific documentation relied upon 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. A description of any Supplemental Materials as required by Section A.6.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 copy of the statistical software printout(s) estimating how many Paid Claims are to be included in the Full Sample, if applicable.
- c. A description or identification of the statistical sampling software package used to select the sample and determine the Full Sample size, if applicable.

3. *Claims Review Findings*

a. Narrative Results

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

ii. A narrative explanation of the IRO's findings and supporting rationale (including reasons for errors, patterns noted, etc.) regarding the Claims Review, including the results of each Discovery Sample, and the results of each Full Sample (if any).

b. Quantitative Results

i. Total number and percentage of instances in which the IRO determined that the Paid Claims submitted by Dignity Health (Claim Submitted) differed from what should have been the correct claim (Correct Claim), regardless of the effect on the payment.

ii. Total number and percentage of instances in which the Claim Submitted differed from the Correct Claim and in which such difference resulted in an Overpayment to Dignity Health.

iii. Total dollar amount of all Overpayments in each Discovery Sample and each Full Sample (if applicable).

iv. Total dollar amount of Paid Claims included in each Discovery Sample and each Full Sample (if applicable) and the net Overpayment associated with each Discovery Sample and each Full Sample (if applicable).

v. Error Rate in each Discovery Sample and each Full Sample (if applicable).

vi. A spreadsheet of the Claims Review results that includes the following information for each Paid Claim: Federal health care program billed, beneficiary health insurance claim number, date of service, code submitted (e.g., DRG, CPT code, etc.), code reimbursed, allowed amount

reimbursed by payor, correct code (as determined by the IRO), correct allowed amount (as determined by the IRO), dollar difference between allowed amount reimbursed by payor and the correct allowed amount.

vii. If a Full Sample is performed, the methodology used by the IRO to estimate the actual Overpayment in the Population and the amount of such Overpayment.

c. Recommendations. The IRO's report shall include any recommendations for improvements to Dignity Health's or any reviewed Covered Facility's billing and coding system based on the findings of the Claims Review.

4. *Systems Review Findings*. The IRO shall prepare a Systems Review Report based on the Systems Review performed (if applicable) that shall include the IRO's observations, findings, and recommendations regarding:

- a. the strengths and weaknesses in Dignity Health's or any reviewed Covered Facility's billing systems and processes;
- b. the strengths and weaknesses in Dignity Health's or any reviewed Covered Facility's coding systems and processes; and
- c. possible improvements to Dignity Health's or any reviewed Covered Facility's billing and coding systems and processes to address the specific problems or weaknesses that resulted in the identified Overpayments.

5. *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.

APPENDIX C

INPATIENT MEDICAL NECESSITY AND APPROPRIATENESS REVIEW

A. Inpatient Medical Necessity and Appropriateness Review. The IRO shall perform the Inpatient Medical Necessity and Appropriateness Review for the Third and Fifth Reporting Periods. The IRO shall perform all components of each Inpatient Medical Necessity and Appropriateness Review. The Inpatient Medical Necessity and Appropriateness Review shall be conducted at 5 Covered Facilities or 12.5% of Dignity Health's Covered Facilities, whichever is greater, for the Third and Fifth Reporting Periods. For each Inpatient Medical Necessity and Appropriateness Review the IRO shall: (1) evaluate and analyze Dignity Health's inpatient admissions and relevant length of stays to determine if such admissions and length of stays (as identified in Section A.2.b of Appendix C) were medically necessary and appropriate under the applicable Federal health care program rules and regulations governing inpatient admission, treatment, discharge, billing, and reimbursement; and (2) determine whether the claims submissions to Federal health care programs associated with each inpatient admission were documented, coded, and billed appropriately.

1. *Selection of Dignity Health Covered Facilities To Be Reviewed.* At least 60 days prior to the end of the Third and Fifth Reporting Periods, Dignity Health shall provide OIG and the IRO with the following information for each Dignity Health Covered Facility for the prior fiscal year: (1) Total dollar amount of Paid Claims for inpatient discharges; and (2) the percentage of Federal health care program reimbursement received by the Dignity Health Covered Facility compared to the Covered Facility's total revenue. Within 30 days after OIG receives the IRO's recommendations, OIG will notify Dignity Health and the IRO if the recommendations are unacceptable and provide a final list of Covered Facilities to be reviewed and the schedule of reviews. Absent notification from OIG that the recommendations are unacceptable, the IRO may proceed with the Inpatient Medical Necessity and Appropriateness Review.

2. *Definitions.* For the purposes of the Inpatient Medical Necessity and Appropriateness Review, the following definitions shall be used:

- a. Overpayment: The amount of money Dignity Health has received in excess of the amount due and payable under any Federal health care program requirements, as determined by the IRO in connection with the Inpatient Medical Necessity and Appropriateness Reviews performed under this Appendix C, and which shall include any extrapolated Overpayments determined in accordance with Section A.3 and A.4 of this Appendix C.

- b. Paid Claim: A claim submitted by Dignity Health and for which Dignity Health has received reimbursement from the Federal Health Care programs, limited to the following categories of claims:
 - i. “Zero-day” inpatient admissions, i.e., claims bearing the same calendar date for both the admission and the discharge date; and
 - ii. “One-day” inpatient admissions, i.e., claims bearing an admission date followed by a discharge date one calendar day later.
- c. Population: The Population shall be defined as all Inpatient Admission Paid Claims during the 12-month period covered by the Inpatient Medical Necessity and Appropriateness Review.
- d. Error Rate: The Error Rate shall be the percentage of net Overpayments identified in the sample. The net Overpayments shall be calculated by subtracting all underpayments identified in the sample from all gross Overpayments identified in the sample. (Note: Any potential cost settlements or other supplemental payments shall not be included in the net Overpayment calculation. Rather, only underpayments identified as part of the Discovery Sample shall be included as part of the net Overpayment calculation.)

The Error Rate is calculated by dividing the net Overpayment identified in the sample by the total dollar amount associated with the Paid Claims in the sample.

3. *Discovery Sample*. The IRO shall randomly select and review a sample of 100 Paid Claims (each constituting a “Discovery Sample”) at each Dignity Health Covered Facility selected for review. The Paid Claims shall be reviewed based on the supporting documentation available at Dignity Health’s office or under Dignity Health’s control and applicable billing and coding regulations and guidance to determine whether the services were medically necessary, and the claim was correctly coded, submitted, and reimbursed.

If the Error Rate (as defined above) for the Discovery Sample for any Dignity Health Covered Facility is less than 5%, no additional sampling is required, nor is the Systems Review required. (Note: The guidelines listed above do not imply that this is an

acceptable error rate. Accordingly, Dignity Health shall, as appropriate, further analyze any errors identified in the Discovery Sample. Dignity Health recognizes that OIG or other HHS component, in its discretion and as authorized by statute, regulation, or other appropriate authority may also analyze or review Paid Claims included, or errors identified, in the Discovery Sample or any other segment of the universe.)

4. *Full Sample.* If the Discovery Sample at any Dignity Health Covered Facility selected for review indicates that the Error Rate is 5% or greater, the IRO shall select an additional sample of Paid Claims from that Dignity Health Covered Facility (Full Sample) using commonly accepted sampling methods. The Paid Claims selected for any Full Sample shall be reviewed based on supporting documentation available at Dignity Health or under Dignity Health's control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded, submitted, and reimbursed. For purposes of calculating the size of any Full Sample, the Discovery Sample may serve as the probe sample, if statistically appropriate. Additionally, the IRO may use the Paid Claims sampled as part of the Discovery Sample, and the corresponding findings for those Paid Claims, as part of its Full Sample, if: (1) statistically appropriate and (2) the IRO selects the Full Sample Paid Claims using the seed number generated by the Discovery Sample. The findings of the Full Sample shall be used by the IRO to estimate the actual Overpayment in the Population with a 90% confidence level and with a maximum relative precision of 25% of the point estimate. OIG, in its sole discretion, may refer the findings of the Full Sample (and any related workpapers) received from Dignity Health to the appropriate Federal health care program payor (e.g., Medicare contractor), for appropriate follow-up by that payor.

5. *Systems Review.* If Dignity Health's Discovery Sample at any Dignity Health Covered Facility Selected for review identifies an Error Rate of 5% or greater, Dignity Health's IRO shall also conduct a Systems Review for that Dignity Health Covered Facility. The Systems Review shall consist of the following:

- a. a review of that Covered Facility's admissions, utilization review, billing and coding systems and processes relating to claims submitted to Federal health care programs (the processes and systems used to decide the appropriate level of care, case management and utilization review processes and systems, the operation of the billing system, the process by which claims are coded, safeguards to ensure proper coding, claims submission and billing; and procedures to identify and correct inaccurate coding and billing);
- b. for each claim in the Discovery Sample and Full Sample that resulted in an Overpayment, the IRO shall review the Covered Facility's system(s) and process(es) that generated

the claim and identify any problems or weaknesses that may have resulted in the identified Overpayments. The IRO shall provide its observations and recommendations on suggested improvements to the system(s) and the process(es) that generated the claim.

6. *Other Requirements*

- a. Supplemental Materials. The IRO shall request all documentation and materials required for its review of the Paid Claims selected as part of the Discovery Sample or Full Sample (if applicable), and Dignity Health shall furnish such documentation and materials to the IRO prior to the IRO initiating its review of the Discovery Sample or Full Sample (if applicable). If the IRO accepts any supplemental documentation or materials from Dignity Health after the IRO has completed its initial review of the Discovery Sample or Full Sample (if applicable) (Supplemental Materials), the IRO shall identify in the Inpatient Medical Necessity and Appropriateness Review Report the Supplemental Materials, the date the Supplemental Materials were accepted, and the relative weight the IRO gave to the Supplemental Materials in its review. In addition, the IRO shall include a narrative in the Inpatient Medical Necessity and Appropriateness Review Report describing the process by which the Supplemental Materials were accepted and the IRO's reasons for accepting the Supplemental Materials.
- b. Paid Claims without Supporting Documentation. Any Paid Claim for which Dignity Health cannot produce documentation sufficient to support the Paid Claim shall be considered an error and the total reimbursement received by Dignity Health for such Paid Claim shall be deemed an Overpayment. Replacement sampling for Paid Claims with missing documentation is not permitted.
- c. Use of First Samples Drawn. For the purposes of all samples (Discovery Sample(s) and Full Sample(s)) discussed in this Appendix, the Paid Claims selected in each first sample shall be used (i.e., it is not permissible to generate more than one list of random samples and then select one for use with the Discovery Sample or Full Sample).

7. *Repayment of Identified Overpayments.* Dignity Health shall repay within 60 days any Overpayment(s) identified in the Discovery Sample(s), regardless of the Error Rate, and (if applicable) the Full Sample(s), including the IRO's estimate of the actual Overpayment in the Population as determined in accordance with Section A.4 above, in accordance with payor refund policies. Dignity Health shall make available to OIG all documentation that reflects the refund of the Overpayment(s) to the payor.

B. Inpatient Medical Necessity and Appropriateness Review Report. The IRO shall prepare an Inpatient Medical Necessity and Appropriateness Review Report as described in this Appendix for each Inpatient Medical Necessity and Appropriateness Review performed. The following information shall be included in the Inpatient Medical Necessity and Appropriateness Review Report for each Discovery Sample and Full Sample (if applicable).

1. *Inpatient Medical Necessity and Appropriateness Review Methodology*
 - a. Inpatient Medical Necessity and Appropriateness Review Population. A description of the Population subject to the Inpatient Medical Necessity and Appropriateness Review.
 - b. Inpatient Medical Necessity and Appropriateness Review Objective. A clear statement of the objective intended to be achieved by the Inpatient Medical Necessity and Appropriateness Review.
 - c. Source of Data. A description of the specific documentation relied upon by the IRO when performing the Inpatient Medical Necessity and Appropriateness 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) and any screening criteria used for level of care determinations such as InterQual or Milliman.
 - d. Review Protocol. A narrative description of how the Inpatient Medical Necessity and Appropriateness Review was conducted and what was evaluated.
 - e. Supplemental Materials. A description of any Supplemental Materials as required by Section A.6.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 copy of the statistical software printout(s) estimating how many Paid Claims are to be included in the Full Sample, if applicable.
 - c. A description or identification of the statistical sampling software package used to select the sample and determine the Full Sample size, if applicable.
3. *Inpatient Medical Necessity and Appropriateness Review Findings*
 - a. Narrative Results
 - i. A description of Dignity Health’s admission, utilization review, billing and coding system(s), including the identification, by position description, of the personnel involved in level of care decisions, case management and utilization review functions, coding and billing.
 - ii. A narrative explanation of the IRO’s findings and supporting rationale (including reasons for errors, patterns noted, etc.) regarding the Inpatient Medical Necessity and Appropriateness Review, including the results of the Discovery Sample(s), and the results of the Full Sample(s) (if any).
 - b. Quantitative Results
 - i. Total number and percentage of instances in which the IRO determined that the Paid Claims submitted by Dignity Health (Claim Submitted) differed from what should have been the correct claim (Correct Claim), regardless of the effect on the payment.
 - ii. Total number and percentage of instances in which the Claim Submitted differed from the Correct Claim and

in which such difference resulted in an Overpayment to Dignity Health.

- iii. Total dollar amount of all Overpayments in the Discovery Sample and the Full Sample (if applicable).
 - iv. Total dollar amount of Paid Claims included in the Discovery Sample and the Full Sample and the net Overpayment associated with the Discovery Sample and the Full Sample.
 - v. Error Rate in the Discovery Sample and the Full Sample.
 - vi. A spreadsheet of the Inpatient Medical Necessity and Appropriateness Review results that includes the following information for each Paid Claim: Federal health care program billed, beneficiary health insurance claim number, date of service, code submitted (e.g., DRG, CPT code, etc.), code reimbursed, allowed amount reimbursed by payor, correct code (as determined by the IRO), correct allowed amount (as determined by the IRO), dollar difference between allowed amount reimbursed by payor and the correct allowed amount.
 - vii. If a Full Sample is performed, the methodology used by the IRO to estimate the actual Overpayment in the Population and the amount of such Overpayment.
- c. Recommendations. The IRO's report shall include any recommendations for improvements to Dignity Health's billing and coding system as well as case management and utilization review functions and processes based on the findings of the Inpatient Medical Necessity and Appropriateness Review.
4. *Systems Review Findings.* The IRO shall prepare a Systems Review Report based on the Systems Review performed (if applicable) that shall include the IRO's observations, findings, and recommendations regarding:

- a. the strengths and weaknesses in Dignity Health's admissions systems and processes;
- b. the strengths and weaknesses in Dignity Health's utilization review systems and processes;
- c. the strengths and weaknesses in Dignity Health's billing systems and processes;
- d. the strengths and weaknesses in Dignity Health's coding systems and processes; and
- e. possible improvements to Dignity Health's admissions, utilization review, billing, and coding systems and processes to address the specific problems or weaknesses that resulted in the identified Overpayments.

5. *Credentials*. The names and credentials of the individuals who: (1) designed the statistical sampling procedures and the review methodology utilized for the Inpatient Medical Necessity and Appropriateness Review and (2) performed the Inpatient Medical Necessity and Appropriateness Review.

C. Request to Modify or End Inpatient Medical Necessity and Appropriateness Reviews. At any time, Dignity Health may request that OIG modify or terminate Appendix C. Any decision to modify or terminate Appendix C shall be at OIG's sole discretion.