CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
INTERDENT, INC., INTERDENT SERVICE CORPORATION, AND DEDICATED DENTAL SYSTEMS INCORPORATED

I. PREAMBLE

InterDent, Inc., InterDent Service Corporation, and Dedicated Dental Systems Incorporated (hereinafter referred to collectively as InterDent) 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). Except as provided herein, this CIA applies to InterDent as well as any entity that InterDent owns or in which InterDent has a control interest, as defined in 42 U.S.C. § 1320a-3(a)(3). Contemporaneously with this CIA, InterDent is entering into a Settlement Agreement with the United States.

II. TERM AND SCOPE OF THE CIA

A. The period of the compliance obligations assumed by InterDent under this CIA shall be five (5) years from the effective date of this CIA ("Effective Date"), unless otherwise specified. The effective date shall be the date on which the final signatory of this CIA executes this CIA, or the effective date of the Settlement Agreement into which this CIA is incorporated by reference, whichever is later. Each one-year period, beginning with the one (1) year period following the Effective Date, shall be referred to as a "Reporting Period."

B. Sections VII (OIG Inspection, Audit, and Review Rights), IX (Disclosures), X (Breach and Default Provisions), and XI (Effective and Binding Agreement) shall expire no later than 120 days after OIG's receipt of: (1) InterDent's final annual report; or (2)

any additional materials submitted by InterDent 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 InterDent and all owners, officers, and directors of any entity with an ownership interest in InterDent. Notwithstanding the prior sentence, the term "Covered Persons" shall not include those limited partners (or their partners, owners, officers, directors, or managers) who are not involved in the business operations of InterDent and who do not have an ownership or control interest other than their interest as a limited partner in any entity with an ownership interest in InterDent; and

b. all contractors, subcontractors, agents, and other persons who provide patient care items or services to any Federal health care program beneficiary at any office owned, operated, managed, or supported by InterDent, including without limitation, all employees and contractors of all professional corporations contracting with InterDent. Notwithstanding the prior sentence, the term "Covered Persons" does not include vendors whose sole connection with InterDent or any affiliated company is selling supplies, materials or equipment, or providing indirect services that typically and actually occur outside the dental or orthodontic office (e.g. independent dental or orthodontic laboratories).

c. all contractors, subcontractors, agents, and other persons who perform billing or coding functions on behalf of InterDent, including without limitation, all employees and contractors of all professional corporations contracting with InterDent, and

d. all contractors, subcontractors, agents, and other persons who furnish dental care items or services to any Federal health care program beneficiary at any office owned, operated, managed, or

supported by InterDent, including without limitation, all employees and contractors of all professional corporations contracting with InterDent. Notwithstanding the prior sentence, the term "Covered Persons" does not include vendors whose sole connection with InterDent or any affiliated company is selling supplies, materials or equipment, or providing indirect services that typically and actually occur outside the dental or orthodontic office (e.g. independent dental or orthodontic laboratories).

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 per year, except that any such individuals shall become "Covered Persons" at the point when they work more than 160 hours during the calendar year.

2. "Relevant Covered Persons" includes any owner, officer, director, contractor, subcontractor, agent, or employee working in, with, or for any dental or orthodontic office located in the State of California which is owned, managed, or supported by any InterDent facility or office who:

   a. participates in the provision of services to any beneficiary of any Federal health care program, or

   b. participates in the coding or billing of claims to any Federal health care program.

III. CORPORATE INTEGRITY OBLIGATIONS

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

A. Compliance Officer and Committee.

1. *Compliance Officer.* Within 90 days after the Effective Date, InterDent shall appoint an individual to serve as its Compliance Officer and shall maintain a Compliance Officer for the term of the CIA. The Compliance Officer shall be

responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements. The Compliance Officer shall be a member of senior management of InterDent, shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of InterDent, and shall be authorized to report on such matters to the Board of Directors at any time. The Compliance Officer shall not be or be subordinate to the General Counsel or Chief Financial Officer. The Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by InterDent as well as for any reporting obligations created under this CIA.

InterDent shall report to OIG, in writing, any changes in the identity or position description of the Compliance Officer, or any actions or changes that would affect the Compliance Officer's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

2. *Compliance Committee.* Within 90 days after the Effective Date, InterDent shall appoint a Compliance Committee. The Compliance Committee shall, at a minimum, include the Compliance Officer and other members of senior management necessary to meet the requirements of this CIA (e.g., senior executives of relevant departments, such as billing, clinical, human resources, audit, and operations). The Compliance Officer shall chair the Compliance Committee and the Committee shall support the Compliance Officer in fulfilling his/her responsibilities (e.g., shall assist in the analysis of the organization's risk areas and shall oversee monitoring of internal and external audits and investigations).

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

B. Written Standards.

1. *Code of Conduct.* Within 90 days after the Effective Date, InterDent shall develop, implement, and distribute a written Code of Conduct to all Covered Persons. InterDent shall make the promotion of, and adherence to, the Code of Conduct

an element in evaluating the performance of all employees. The Code of Conduct shall, at a minimum, set forth:

a. InterDent'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. InterDent's requirement that all Covered Persons shall be expected to comply with all Federal health care program requirements and with InterDent's own Policies and Procedures as implemented pursuant to Section III.B (including the requirements of this CIA);

c. the requirement that all Covered Persons shall be expected to report to the Compliance Officer, or other appropriate individual designated by InterDent, suspected violations of any Federal health care program requirements or of InterDent's own Policies and Procedures;

d. the possible consequences to both InterDent and Covered Persons of failure to comply with Federal health care program requirements and with InterDent'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.E, and InterDent's commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Within 90 days after the Effective Date, each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by InterDent's Code of Conduct. New Covered Persons shall receive the Code of Conduct and shall complete the required certification within 30 days after becoming a Covered Person or within 90 days after the Effective Date, whichever is later.

InterDent shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions based on such review. Any

revised Code of Conduct shall be distributed within 30 days after any revisions are finalized. Each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by the revised Code of Conduct within 30 days after the distribution of the revised Code of Conduct.

2. *Policies and Procedures*. Within 90 days after the Effective Date, InterDent shall implement written Policies and Procedures regarding the operation of InterDent's compliance program and its compliance with Federal health care program requirements. At a minimum, the Policies and Procedures shall address:

a. the subjects relating to the Code of Conduct identified in Section III.B.1;

b. the requirement that InterDent shall appropriately provide and bill services in accordance with all applicable State and Federal laws, regulations, manual provisions, program requirements, and directives, including but not limited to 31 U.S.C. §§ 3729-3733, 22 C.C.R. Chapter 3, Cal. Gov.'t Code §§ 12650-12656, and Denti-Cal Manual §§ 2, 4 and 5;

c. the requirement that InterDent shall assure that only California Medi-Cal (Denti-Cal) enrolled providers on active status (not suspended) treat patients for whom payment will be made under Denti-Cal, in accordance with all applicable State and Federal laws, regulations, manual provisions, program requirements, and directives, including but not limited to 22 C.C.R. Chapter 3, and Denti-Cal Manual § 2;

d. the requirement that InterDent shall assure that only enrolled Denti-Cal participating, certified orthodontists on active status (not suspended) provide orthodontic treatments to Denti-Cal patients in accordance with all applicable State and Federal laws, regulations, manual provisions, program requirements, and directives, including but not limited to 22 C.C.R. Chapter 3, and Denti-Cal Manual §§ 2, 4 and 5

e. the requirement that InterDent shall only collect the appropriate co-payments, particularly recognizing the age of the patient, in accordance with all applicable State and Federal laws, regulations, manual provisions, program requirements, and directives; and

f. the requirement that InterDent shall not hire, employ, or otherwise engage as contractors any individual or entity who/which: (i) is currently suspended, deactivated, excluded, debarred, or otherwise ineligible to participate in Federal health care programs; or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been suspended, deactivated, excluded, debarred, or otherwise declared ineligible to participate in any Federally funded programs.

Within 90 days after the Effective Date, the relevant portions of the Policies and Procedures shall be distributed to all individuals whose job functions relate to those Policies and Procedures. Appropriate and knowledgeable staff shall be available to explain the Policies and Procedures.

At least annually (and more frequently, if appropriate), InterDent shall assess and update, as necessary, the Policies and Procedures. Within 30 days after the effective date of any revisions, the relevant portions of any such revised Policies and Procedures shall be distributed to all individuals whose job functions relate to those Policies and Procedures.

C. Training and Education.

1. *General Training.* Within 90 days after the Effective Date, InterDent shall provide at least two (2) hours of General Training to each Covered Person. This training, at a minimum, shall explain:

a. InterDent's CIA requirements; and

b. InterDent's Compliance Program (including the Code of Conduct and the Policies and Procedures as they pertain to general compliance issues).

New Covered Persons shall receive the General Training described above within 30 days after becoming a Covered Person or within 90 days after the Effective Date, whichever is later. After receiving the initial General Training described above, each Covered Person shall receive at least one hour of General Training in each subsequent Reporting Period.

2. *Specific Training*. Within 90 days after the Effective Date, each Relevant Covered Person shall receive at least four (4) hours of Specific Training in addition to the General Training required above. This Specific Training shall include a discussion of:

a. the Federal health care program requirements regarding the accurate coding and submission of claims;

b. policies, procedures, and other requirements applicable to the documentation of medical records;

c. the personal obligation of each individual involved in the claims submission process to ensure that such claims are accurate;

d. applicable reimbursement statutes, regulations, and program requirements and directives;

e. the legal sanctions for violations of the Federal health care program requirements; and

f. examples of proper and improper claims submission practices.

New Relevant Covered Persons shall receive this training within 30 days after the beginning of their employment or becoming Relevant Covered Persons, or within 90 days after the Effective Date, whichever is later. An InterDent employee who has completed the Specific Training shall review a new Relevant Covered Person's work, to the extent that the work relates to the delivery of patient care items or services and/or the

preparation or submission of claims for reimbursement from any Federal health care program, until such time as the new Relevant Covered Person completes his or her Specific Training.

After receiving the initial Specific Training described in this Section, each Relevant Covered Person shall receive at least four (4) hours of Specific Training in each subsequent Reporting Period.

3. *Certification.* Each individual who is required to attend training shall certify, in writing, or in electronic form, if applicable, that he or she has received the required training. The certification shall specify the type of training received and the date received. The Compliance Officer (or designee) shall retain the certifications, along with all course materials. These shall be made available to OIG, upon request.

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

5. *Update of Training.* InterDent shall review the training annually, and, where appropriate, update the training to reflect changes in Federal health care program requirements, any issues discovered during internal audits or the Claims Review, and any other relevant information.

6. *Computer-based Training.* InterDent may provide the training required under this CIA through appropriate computer-based training approaches. If InterDent 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 90 days after the Effective Date, InterDent shall engage an entity (or entities), such as an accounting, auditing, or consulting firm (hereinafter "Independent Review Organization" or "IRO"), to perform reviews to assist InterDent in assessing and evaluating its

billing and coding practices and certain other obligations pursuant to this CIA and the Settlement Agreement. The applicable requirements relating to the IRO are outlined in Appendix A to this CIA, which is incorporated by reference.

The IRO shall evaluate and analyze InterDent's coding, billing, and claims submission to the Federal health care programs and the reimbursement received (Claims Review), and shall, if applicable, analyze whether InterDent sought payment for certain unallowable costs (Unallowable Cost Review).

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

c. *Frequency of Unallowable Cost Review.* If applicable, the IRO shall perform the Unallowable Cost Review for the first Reporting Period.

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

2. *Claims Review.* The Claims Review shall include three Discovery Samples, each of 50 Paid Claims (as described further in Appendix B) and, if the Error Rate for any Discovery Sample is 5% or greater, a Full Sample and Systems Review. The applicable definitions, procedures, and reporting requirements are outlined in Appendix B to this CIA, which is incorporated by reference.

3. *Claims Review Report.* The IRO shall prepare a report based upon the Claims Review performed (Claims Review Report). Information to be included in the Claims Review Report is described in Appendix B.

4. *Repayment of Identified Overpayments.* In accordance with Section III.H.1, InterDent shall repay within 30 days any Overpayment(s) identified in the

Discovery Samples or the Full Sample(s) (if applicable), regardless of the Error Rate, to the appropriate payor and in accordance with payor refund policies. InterDent shall make available to OIG all documentation that reflects the refund of the Overpayment(s) to the payor.

5. *Unallowable Cost Review.* If applicable, the IRO shall conduct a review of InterDent's compliance with the unallowable cost provisions of the Settlement Agreement. The IRO shall determine whether InterDent has complied with its obligations not to charge to, or otherwise seek payment from, federal or state payors for unallowable costs (as defined in the Settlement Agreement) and its obligation to identify to applicable federal or state payors any unallowable costs included in payments previously sought from the United States, or any state Medicaid program. This unallowable cost analysis shall include, but not be limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by InterDent or any affiliates. To the extent that such cost reports, cost statements, information reports, or payment requests, even if already settled, have been adjusted to account for the effect of the inclusion of the unallowable costs, the IRO shall determine if such adjustments were proper. In making this determination, the IRO may need to review cost reports and/or financial statements from the year in which the Settlement Agreement was executed, as well as from previous years.

6. *Unallowable Cost Review Report.* If applicable, the IRO shall prepare a report based upon the Unallowable Cost Review performed. The Unallowable Cost Review Report shall include the IRO's findings and supporting rationale regarding the Unallowable Costs Review and whether InterDent has complied with its obligation not to charge to, or otherwise seek payment from, federal or state payors for unallowable costs (as defined in the Settlement Agreement) and its obligation to identify to applicable federal or state payors any unallowable costs included in payments previously sought from such payor.

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

Prior to initiating a Validation Review, OIG shall notify InterDent 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, InterDent may request a meeting with OIG to: (a) discuss the results of any Claims Review or Unallowable Cost Review submissions or findings; (b) present any additional information to clarify the results of the Claims Review or Unallowable Cost Review or to correct the inaccuracy of the Claims Review or Unallowable Cost Review; and/or (c) propose alternatives to the proposed Validation Review. InterDent agrees to provide any additional information as may be requested by OIG under this Section III.D.6 in an expedited manner. OIG will attempt in good faith to resolve any Claims Review or Unallowable Cost Review issues with InterDent 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.

8. *Independence and Objectivity Certification.* The IRO shall include in its report(s) to InterDent a certification or sworn affidavit that it has evaluated its professional independence and objectivity, as appropriate to the nature of the engagement, with regard to the Claims Review or Unallowable Cost Review and that it has concluded that it is, in fact, independent and objective.

E. Disclosure Program.

Within 90 days after the Effective Date, InterDent shall establish a Disclosure Program that includes a mechanism (e.g., a toll-free compliance telephone line) to enable individuals to disclose, to the Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with InterDent'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. InterDent shall appropriately publicize the existence of the disclosure mechanism (e.g., via periodic e-mails to employees or by posting the information in prominent common areas).

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

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

F. Ineligible Persons.

1. *Definitions*. For purposes of this CIA:

a. an "Ineligible Person" shall include an individual or entity who:

i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or

ii. has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

b. "Exclusion Lists" include:

i. the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov);

and

ii. the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://www.epls.gov).

c. "Screened Persons" include prospective and current owners, officers, directors, employees, contractors, and agents of InterDent.

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

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

b. InterDent shall screen all Screened Persons against the Exclusion Lists within 90 days after the Effective Date and on an annual basis thereafter.

c. InterDent shall implement a policy requiring all Screened Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

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

3. *Removal Requirement.* If InterDent has actual notice that a Screened Person has become an Ineligible Person, InterDent shall remove such Screened Person

from responsibility for, or involvement with, InterDent's business operations related to the Federal health care programs and shall remove such Screened Person from any position for which the Screened Person's compensation or the items or services furnished, ordered, or prescribed by the Screened 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 Screened Person is reinstated into participation in the Federal health care programs.

4. *Pending Charges and Proposed Exclusions.* If InterDent has actual notice that a Screened Person is charged with a criminal offense that falls within the ambit of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during the Screened Person's employment or contract term, InterDent shall take all appropriate actions to ensure that the responsibilities of that Screened 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.

G. Notification of Government Investigation or Legal Proceedings.

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

H. Reporting.

1. *Overpayments.*

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

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

2. *Reportable Events.*

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

i. a substantial Overpayment;

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

iii. the filing of a bankruptcy petition by InterDent.

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

b. *Reporting of Reportable Events*. If InterDent determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, InterDent shall notify OIG, in writing, within 30 days after making the determination that the Reportable Event exists. The report to OIG shall include the following information:

i. If the Reportable Event results in an Overpayment, the report to OIG shall be made at the same time as the notification to the payor required in Section III.H.1, and shall include all of the information on the Overpayment Refund Form, as well as:

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

(B) the date of the check and identification number (or electronic transaction number) by which the Overpayment was repaid/refunded;

ii. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;

iii. a description of InterDent's actions taken to correct the Reportable Event; and

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

v. If the Reportable Event involves the filing of a bankruptcy petition, the report to the OIG shall include documentation of the filing and a description of any Federal health care program authorities implicated.

IV. CHANGES TO BUSINESS UNITS OR LOCATIONS

A. Change or Closure of Unit or Location. In the event that, after the Effective Date, InterDent changes locations or closes a business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, InterDent 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 location.

B. Purchase or Establishment of New Unit or Location. In the event that, after the Effective Date, InterDent purchases or establishes a new business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, InterDent shall notify OIG at least 30 days prior to such purchase or the operation of the new business unit or location. This notification shall include the address of the new business unit or location, phone number, fax number, Medicare Provider number, provider identification number and/or supplier number, and the name and address of the contractor that issued each number. Each new business unit or location and all Covered Persons at each new business unit or location shall be subject to the applicable requirements of this CIA.

C. Sale of Unit or Location. In the event that, after the Effective Date, InterDent proposes to sell any or all of its business units or locations that are subject to this CIA, InterDent shall notify OIG of the proposed sale at least 30 days prior to the sale of such business unit or location. This notification shall include a description of the 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 such business unit or location, unless otherwise determined and agreed to in writing by the OIG.

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 120 days after the Effective Date, InterDent 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 Compliance Officer required by Section III.A, and a summary of other noncompliance job responsibilities the Compliance Officer may have;

2. the names and positions of the members of the Compliance Committee required by Section III.A;

3. a copy of InterDent's Code of Conduct required by Section III.B.1;

4. a copy of all Policies and Procedures required by Section III.B.2;

5. the number of individuals required to complete the Code of Conduct certification required by Section III.B.1, the percentage of individuals who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be available to OIG, upon request);

6. the following information regarding each type of training required by Section III.C:

a. a description of such training, including a summary of the topics covered, the length of sessions, and a schedule of training sessions;

b. the number of individuals required to be trained, percentage of individuals actually trained, and an explanation of any exceptions.

A copy of all training materials and the documentation supporting this information shall be available to OIG, upon request.

7. a description of the Disclosure Program required by Section III.E;

8. the following information regarding the IRO(s): (a) identity, address, and phone number; (b) a copy of the engagement letter; and (c) a summary and description of any and all current and prior engagements and agreements between InterDent and the IRO;

9. a certification from the IRO regarding its professional independence and objectivity with respect to InterDent;