

**INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
PHILLIP J. YOUNG
AND
MRI LEASING, LLC**

I. PREAMBLE

Phillip J. Young and MRI Leasing, LLC (collectively “Young”) hereby enter into this Integrity Agreement (IA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance with the statutes, regulations, program requirements, 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). This IA applies to Young, any entity in which Young has an ownership or control interest at any time during the term of the IA, as defined in 42 U.S.C. § 1320a-3(a)(3), and any other Covered Persons as defined in Section II.C. Contemporaneously with this IA, Young is entering into a Settlement Agreement with the United States.

II. TERM AND SCOPE OF THE IA

A. The period of compliance obligations assumed by Young under this IA shall be five years from the effective date of this IA. The “Effective Date” shall be the date on which the final signatory of this IA executes this IA. 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 from OIG’s receipt of: (1) Young’s final Annual Report; or (2) any additional materials submitted by Young pursuant to OIG’s request, whichever is later.

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

1. “Arrangements” shall mean every arrangement or transaction that:

- a. involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value; and is between Young and any actual or potential source of health care business or referrals to Young or any actual or potential recipient of health care business or referrals from Young. The term “source of health care business or referrals” shall mean any individual or entity that refers, recommends, arranges for, orders, leases, or purchases any good, facility, item, or service for which payment may be made in whole or in part by a Federal health care program and the term “recipient of health care business or referrals” shall mean any individual or entity (1) to whom Young refers an individual for the furnishing or arranging for the furnishing of any item or service, or (2) from whom Young purchases, leases or orders or arranges for or recommends the purchasing, leasing, or ordering of any good, facility, item, or service for which payment may be made in whole or in part by a Federal health care program; or
- b. is between Young and a physician (or a physician’s immediate family member (as defined at 42 C.F.R. § 411.351)) who makes a referral (as defined at 42 U.S.C. § 1395nn(h)(5)) to Young for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)).

2. “Focus Arrangements” means every Arrangement that:

- a. is between Young and any actual source of health care business or referrals to Young and involves, directly or indirectly, the offer, payment, or provision of anything of value; or
- b. is between Young and any physician (or a physician’s immediate family member) (as defined at 42 C.F.R. § 411.351)) who makes a referral (as defined at 42 U.S.C. § 1395nn(h)(5)) to Young for designated health services (as defined at 42 U.S.C. §1395nn(h))(6)).

Notwithstanding the foregoing provisions of Section II.C.2, any Arrangement that satisfies the requirements of 42 C.F.R. § 411.356 (ownership or investment interests), 42 C.F.R. § 411.357(g) (remuneration unrelated to the provision of designated health services); 42 C.F.R. § 411.357(i) (payments by a physician for items and services); 42 C.F.R. § 411.357(k) (non-monetary compensation); 42 C.F.R. § 411.357(m) (medical staff incidental benefits), 42 C.F.R. § 411.357(o) (compliance training), 42 C.F.R. § 411.357(q) (referral services), 42 C.F.R. § 411.357(s) (professional courtesy), 42 C.F.R. § 357(u) (community-wide health information systems), or any exception to the prohibitions of 42 U.S.C. § 1395nn enacted following the Effective Date that does not require a written agreement shall not be considered a Focus Arrangement for purposes of this IA.

3. The term “Covered Persons” includes:
 - a. Young and all employees, partners, or shareholders of Young;
 - b. all contractors, agents, and other persons who provide patient care items or services, perform billing or coding functions, or enter into Arrangements on behalf of Young; and
 - c. all employees of any entity in which Young has an ownership or control interest at any time during the term of this IA (as defined in 42 U.S.C. §1320a-3(a)(3)) and any contractors, agents, or other persons who provide patient care items or services, perform billing or coding functions, or enter into Arrangements on behalf of such entity.

III. INTEGRITY OBLIGATIONS

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

A. Compliance Contact

Within 30 days after the Effective Date, Young shall designate a Covered Person to be responsible for compliance activities (Compliance Contact). Young shall maintain a Compliance Contact for the term of this IA. Young may serve as the Compliance Contact. The Compliance Contact shall be responsible for: (1) monitoring Young’s day-to-day compliance activities; (2) meeting all reporting obligations created under this IA;

and (3) responding to questions and concerns from Covered Persons and the OIG regarding compliance with the IA.

Young shall report to OIG, in writing, any changes in the identity or job responsibilities of the Compliance Contact, or any actions or changes that would affect the Compliance Contact's ability to perform the duties necessary to meet the obligations in this IA within five days after such change.

B. Posting of Notice; Disclosure Log

Within 90 days after the Effective Date, Young shall post in a prominent place accessible to all patients and Covered Persons a notice detailing his commitment to comply with all Federal health care program requirements in the conduct of his business.

This notice shall include the following information: (i) a means (e.g., telephone number or address) by which billing concerns and other issues may be reported anonymously; (ii) Young's commitment to maintain the confidentiality of the report; and (iii) notification that reporting concerns and issues will not result in retribution or retaliation by Young. The Compliance Contact shall maintain a disclosure log, which shall include a record and summary of each disclosure received (whether anonymous or not), the status of the Compliance Contact's review of each disclosure, and any corrective action taken in response to the disclosure.

This notice shall also include the HHS OIG Fraud Hotline telephone number (1-800-HHS-TIPS) as a confidential means by which suspected fraud or abuse in the Federal health care programs may be reported.

C. Billing, Claims Submission, Medical Record Documentation, and Arrangements Procedures

Within 90 days after the Effective Date, Young shall implement and distribute to all Covered Persons written procedures and requirements for (i) preparing and submitting claims to Federal health care programs on behalf of Young; (ii) the proper documentation of medical records and billing information for services furnished on behalf of Young; and (iii) the Arrangements Procedures required in Section III.E.1 (Compliance with the Anti-Kickback Statute and Stark Law).

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 these procedures.

New Covered Persons shall receive and review the written procedures 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.

At least annually (and more frequently if appropriate), Young shall assess and update, as necessary, these billing and claims submission, medical record documentation, and Arrangements Procedures. Within 30 days after the effective date of any revisions, any such revised procedures shall be distributed to all Covered Persons.

D. Training and Education

1. *Training.* Within 90 days after the Effective Date and during each subsequent Reporting Period, all Covered Persons shall receive at least three hours of training from an individual or entity, other than Young or another Covered Person. Training may be received from a variety of sources (e.g., CME classes, hospitals, associations, Medicare contractors).

New Covered Persons shall receive the training described above within 30 days after becoming a Covered Person or within 90 days after the Effective Date, whichever is later. A new Covered Person shall work under the direct supervision of a Covered Person who has received such training, 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 Covered Person completes the training.

At a minimum, the initial, annual, and new Covered Person training sessions shall include the following topics:

- a. the requirements of Young's IA;
- b. if Young, or any entity in which Young has an ownership or control interest, directly or indirectly submits claims to the Federal health care programs:
 - i. the accurate coding and submission of claims for services rendered and/or items provided to Federal health care program beneficiaries;

- ii. the personal obligation of each individual involved in the coding and claims submission process to ensure that such claims are accurate;
 - iii. the legal sanctions for submitting improper claims or violating the Federal health care program requirements; and
 - iv. examples of proper and improper coding and claims submission practices;
- c. applicable reimbursement statutes, regulations, and program requirements and directives;
 - d. the policies, procedures, and other requirements applicable to the documentation of applicable medical records;
 - e. Arrangements that potentially implicate the Anti-Kickback Statute or the Stark Law, as well as the regulations and other guidance documents related to these statutes;
 - f. the legal sanctions under the Anti-Kickback Statute and the Stark Law; and
 - g. examples of violations of the Anti-Kickback Statute and the Stark Law.

2. *Certification.* Each individual who is required to receive 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. Young shall retain the certifications along with all training materials.

3. *Qualifications of Trainer(s).* Persons providing the training shall be knowledgeable about the subject area.

4. *Update of Training.* The training required by this Section shall be updated as necessary to reflect changes in Federal health care program requirements, any issues discovered during the Claims Review and Arrangements Review, and any other relevant information.

5. *Computer-Based Training.* Young may provide the training required under this IA through appropriate computer-based training approaches. If Young chooses to provide computer-based training, he shall make available appropriately qualified and knowledgeable staff or trainers to answer questions or provide additional information to the individuals receiving such training.

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

1. *Arrangements Procedures.* Within 90 days after the Effective Date, Young shall create procedures reasonably designed to oversee the initiation and review of Arrangements (Arrangements Procedures). These procedures shall include the following:

- a. procedures for initiating Arrangements, including procedures that identify the individuals with authority to initiate an Arrangement and that specify the business need or business rationale required to initiate an Arrangement; and
- b. procedures for the internal review and approval of Arrangements, including a review for potential Anti-Kickback Statute or Stark Law implications.

2. *Focus Arrangements Procedures.* If Young has any Focus Arrangements, within 90 days after the Effective Date or within 90 days after first entering into a Focus Arrangement, whichever is sooner, Young shall create procedures reasonably designed to ensure that each existing and new or renewed Focus Arrangement does not violate the Anti-Kickback Statute and/or the Stark Law or the regulations, directives, and guidance related to these statutes (Focus Arrangements Procedures). These procedures shall include the following:

- a. creating and maintaining a centralized tracking system for all existing and new or renewed Focus Arrangements (Focus Arrangements Tracking System);
- b. tracking remuneration to and from all parties to Focus Arrangements;
- c. tracking service and activity logs to ensure that parties to the Focus Arrangement are performing the services required under the applicable Focus Arrangement(s) (if applicable);

- d. monitoring the use of leased space, medical supplies, medical devices, equipment, or other patient care items to ensure that such use is consistent with the terms of the applicable Focus Arrangement(s) (if applicable);
- e. establishing and implementing a written review and approval process for all Focus Arrangements, the purpose of which is to ensure that all new and existing or renewed Focus Arrangements do not violate the Anti-Kickback Statute and Stark Law, and that includes at least the following: (i) legal review of all Focus Arrangements by counsel with expertise in the Anti-Kickback Statute and Stark Law, (ii) a process for specifying the business need or business rationale for all Focus Arrangements, and (iii) a process for determining and documenting the fair market value of the remuneration specified in the Focus Arrangement; and
- f. implementing effective responses when suspected violations of the Anti-Kickback Statute and Stark Law are discovered, including disclosing Reportable Events and quantifying and repaying Overpayments pursuant to Sections III.I and III.J when appropriate.

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

- a. Ensure that each Focus Arrangement is set forth in writing and signed by Young and the other parties to the Focus Arrangement; and
- b. Include in the written agreement a certification by the parties to the Focus Arrangement that the parties shall not violate the Anti-Kickback Statute and the Stark Law with respect to the performance of the Arrangement.

4. *Records Retention and Access.* Young shall retain and make available to OIG, upon request, the Focus Arrangements Tracking System and all supporting documentation of the Focus Arrangements subject to this Section and, to the extent available, all non-privileged communications related to the Focus Arrangements and the actual performance of the duties under the Focus Arrangements.

F. Review Procedures

1. *General Description.*

- a. *Engagement of Independent Review Organization.* If Section III.F.2 or 3 is applicable, within 90 days after the Effective Date or within 90 days after Section III.F.2 or 3 becomes applicable, Young shall engage an individual or entity, such as an accounting, auditing, or consulting firm (hereinafter “Independent Review Organization” or “IRO”), to perform the applicable reviews described in Sections III.F.2 and 3. The applicable requirements relating to the IRO are outlined in Appendix A to this IA, which is incorporated by reference.
- b. *Retention of Records.* The IRO and Young shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO and Young) related to the reviews.

2. *Claims Review.* If Young submits claims to the Federal health care programs during any Reporting Period, the IRO shall review Young’s coding, billing, and claims submission to the Federal health care programs and the reimbursement received (Claims Review) for that Reporting Period and shall prepare a Claims Review Report, as outlined in Appendix B to this IA, which is incorporated by reference.

3. *Arrangements Review.* If Young enters into any Focus Arrangements, the IRO shall perform an Arrangements Review for each Reporting Period in which such Focus Arrangements are in effect and prepare an Arrangements Review Report as outlined in Appendix C to this IA, which is incorporated by reference.

4. *Validation Review.* In the event OIG has reason to believe that: (a) Young’s Claims Review or Arrangements Review (together referred to herein as “IRO Reviews”) fail to conform to the requirements of this IA; or (b) the IRO’s findings or the IRO Reviews results are inaccurate, OIG may, at its sole discretion, conduct its own review to determine whether the IRO Reviews complied with the requirements of the IA and/or the findings or IRO Reviews results are inaccurate (Validation Review). Young shall pay for the reasonable cost of any such review performed by OIG or any of its designated agents so long as it is initiated within one year after Young’s final submission (as described in Section II) is received by OIG.

Prior to initiating a Validation Review, OIG shall notify Young 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, Young may request a meeting with OIG to: (a) discuss the results of any IRO Review submissions or findings; (b) present any additional or relevant information to clarify the results of the IRO Reviews to correct the inaccuracy of the IRO Reviews; and/or (c) propose alternatives to the proposed Validation Review. Young agrees to provide any additional information requested by OIG under this Section III.F.4 in an expedited manner. OIG will attempt in good faith to resolve any IRO Review issues with Young 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 Young a certification that the IRO has (a) evaluated its professional independence and objectivity with respect to the reviews required under this Section III.F and (b) concluded that it is, in fact, independent and objective, in accordance with the requirements specified in Appendix A to this IA.

G. Ineligible Persons

1. *Definitions.* For purposes of this IA:
 - 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 (available through the Internet at <http://www.oig.hhs.gov>); and

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

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

- a. Young 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 Covered Persons to disclose whether they are Ineligible Persons.
- b. Young shall screen all current Covered Persons against the Exclusion Lists within 90 days after the Effective Date and on an annual basis thereafter.
- c. Young shall require all Covered Persons to immediately disclose any debarment, exclusion, suspension, or other event that makes that Covered Person an Ineligible Person.

Young shall maintain documentation demonstrating that: (1) he has checked the Exclusion Lists (e.g., print screens from search results) and determined that such individuals or entities are not Ineligible Persons; and (2) has required individuals and entities to disclose if they are an Ineligible Person (e.g., employment applications).

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

3. *Removal Requirement.* If Young has actual notice that a Covered Person has become an Ineligible Person, Young shall remove such Covered Person from responsibility for, or involvement with, Young'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 rendered, 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.

4. *Pending Charges and Proposed Exclusions.* If Young 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, Young 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 the accuracy of any claims submitted to any Federal health care program.

H. Notification of Government Investigation or Legal Proceedings

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

I. Repayment of Overpayments

1. *Definition of Overpayments.* For purposes of this IA, an “Overpayment” shall mean the amount of money Young has received in excess of the amount due and payable under any Federal health care program requirements.

2. *Reporting of Overpayments.*

- a. If, at any time, Young identifies or learns of any Overpayment, Young shall repay the Overpayment to the appropriate 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. If not yet quantified within 30 days after identification, Young shall notify the payor at that time of its efforts to quantify the Overpayment amount and provide 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 should be handled in accordance with such policies and procedures.

J. Reportable Events

1. *Definition of Reportable Event.* For purposes of this IA, 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 Young.

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

2. *Reporting of Reportable Events.* If Young determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, Young 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.I.1.a, the report to OIG shall be made at the same time as the repayment to the payor required in Section III.H., and shall include:

- a. a copy of the notification and repayment to the payor required in Section III.H.2;
- b. a description of the steps taken by Young to identify and quantify the Overpayment;
- c. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;
- d. a description of Young's actions taken to correct the Reportable Event; and
- e. any further steps Young plans to take to address the Reportable Event and prevent it from recurring.

4. *Reportable Events under Section III.J.1.b and c.* For Reportable Events under Section III.I.1.b and III.I.1.c, the report to the OIG shall include

- a. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;
- b. a description of Young's actions taken to correct the Reportable Event; and
- c. any further steps Young plans to take to address the Reportable Event and prevent it from recurring; and
- d. if the Reportable Event has resulted in an Overpayment, a description of the steps taken by Young to identify and quantify the Overpayment.

5. *Reportable Events under Section III.J.1.d.* If the Reportable Event involves the filing of a bankruptcy petition, the report to the OIG shall include documentation of the bankruptcy filing and a description of any Federal health care program authorities implicated.

K. Third Party Billing

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

Young also shall obtain (as applicable) a certification from any third party billing company that the company: (i) has a policy of not employing any person who is excluded, debarred, suspended or otherwise ineligible to participate in Medicare or other Federal health care programs to perform any duties related directly or indirectly to the preparation or submission of claims to Federal health care programs; (ii) screens its prospective and current employees against the HHS/OIG List of Excluded Individuals/Entities and the General Services Administration's System of Awards Management; and (iii) provides training in the applicable requirements of the Federal health care programs to those employees involved in the preparation and submission of claims to Federal health care programs.

IV. CHANGES TO BUSINESS UNITS OR LOCATIONS; NEW EMPLOYMENT OR CONTRACTUAL ARRANGEMENT

A. Change or Closure of Unit or Location. In the event that, after the Effective Date, Young 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, Young shall notify OIG of this fact as soon as possible, but no later than 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, Young 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, Young 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 and state Medicaid program provider identification number and/or supplier number, and the name and address of each Medicare and state Medicaid program contractor to which Young currently submits claims. 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 IA.

C. Sale of Unit or Location. In the event that, after the Effective Date, Young proposes to sell any or all of his business units or locations that are subject to this IA, Young 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 IA shall be binding on the purchaser of such business unit or location, unless otherwise determined and agreed to in writing by OIG.

D. New Employment or Contractual Arrangement. Prior to Young becoming an employee or contractor with another party related to the furnishing of items or services that may be reimbursed by Federal health care programs, Young shall notify that party of this IA. This notification shall include a copy of the IA, a statement indicating the remaining term of the IA, and a summary of Young's obligations under the IA.

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 120 days after the Effective Date, Young shall submit a written report to OIG summarizing the status of its implementation of the requirements of this IA (Implementation Report). The Implementation Report shall, at a minimum, include:

1. the name, phone number, and a description of any other job responsibilities performed by the Compliance Contact, and the date the Compliance Contact was appointed;
2. a copy of the notice Young posted in his office as required by Section III.B, a description of where the notice is posted, and the date the notice was posted;
3. a copy of the procedures required by Section III.C;
4. the following information regarding each type of training required by Section III.D:
 - a. a description of such training, including a summary of the topics covered, the length of sessions, and a schedule of training sessions; and
 - b. the number of individuals required to be trained, percentage of individuals actually trained, and an explanation of any exceptions.

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

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

6. To the extent applicable, a description of (a) the Arrangements Procedures required by Section III.E.1; (b) the Focus Arrangements Tracking System required by Section III.E.2.a; (c) the internal review and approval process required by Section III.E.2.e; and (d) the tracking and monitoring procedures and other Focus Arrangements Procedures required by Section III.E.2;

7. a certification by Young that all prospective and current Covered Persons are being screened against the Exclusion Lists, as required by section III.G (the documentation supporting this certification shall be made available to OIG upon request);

8. a copy of any certifications from Young and the third party billing company required by Section III.K (if applicable);

9. a list of all of Young's locations (including locations and mailing addresses), the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, each location's Medicare and state Medicaid program provider identification number(s), and/or supplier number(s), and the name and address of each Medicare and state Medicaid program contractor to which Young currently submits claims;

10. if Young became an employee or contractor with another party related to the furnishing of items or services that may be reimbursed by Federal health care programs, Young shall inform OIG of the name, location, relationship, and his responsibilities with respect Young's employment or contract; and

11. a certification by Young and the Compliance Contact that: (a) he or she has reviewed the IA in its entirety, understands the requirements described within, and maintains a copy for reference; (b) to the best of his or her knowledge, except as otherwise described in the Implementation Report, Young is in compliance with all of the requirements of this IA; and (c) he or she has reviewed the Implementation Report and has made a reasonable inquiry regarding its content and believes that the information is accurate and truthful.

B. Annual Reports. Young shall submit to OIG Annual Reports with respect to the status of, and findings regarding, Young's compliance activities for each of the five Reporting Periods (Annual Report).

Each Annual Report shall, at a minimum, include:

1. any change in the name, phone number, or job responsibilities of the Compliance Contact;
2. a description of any changes to the notice required by Section III.B, and the reason for such changes, along with a copy of the revised notice;
3. a summary of the disclosures received pursuant to the reporting mechanism required in Section III.B that relate to Federal health care programs (a complete copy of the disclosure log shall be made available to OIG upon request);
4. a copy of any new or revised procedures required by Section III.C and the reason(s) for any revisions (e.g., change in contractor policies, etc.);
5. the following information regarding the training required by Section III.D:
 - a. a description of such training, including a summary of the topics covered, the length of sessions, and a schedule of training sessions; and
 - b. the number of individuals required to be trained, percentage of individuals actually trained, and an explanation of any exceptions.

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

6. To the extent applicable, a description of (a) any changes to the Arrangements Procedures required by Section III.E.1; (b) any changes to the Focus Arrangements Tracking System required by Section III.E.2.a; (c) any changes to the internal review and approval process required by Section III.E.2.e; and (d) and changes to the tracking and monitoring procedures and other Focus Arrangements Procedures required by Section III.E.2;

7. if applicable, a complete copy of all reports prepared pursuant to Section III.F, along with a copy of the IRO's engagement letter;

8. if applicable, Young's response to the reports prepared pursuant to Section III.F, including corrective action plan(s) related to any issues raised by the reports;

9. if applicable, a summary and description of any current and prior engagements and agreements between Young and the IRO (if different from what was submitted as part of the Implementation Report);

10. if applicable, a certification from the IRO regarding its professional independence and objectivity with respect to Young;

11. a certification by Young that all prospective and current Covered Persons are being screened against the Exclusion Lists, as required by section III.G (the documentation supporting this certification shall be made available to OIG upon request);

12. 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;

13. 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;

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

15. a copy of any certifications from Young and the third party billing company required by Section III.K (if applicable);

16. a description of all changes to the most recently provided list of Young's locations (including addresses) as required by Section V.A.9; the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's Medicare and state Medicaid program provider identification number(s), and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which Young currently submits claims;

17. if Young became an employee or contractor with another party related to the furnishing of items or services that may be reimbursed by Federal health care programs, Young shall inform OIG of the name, location, relationship, and his responsibilities with respect to Young's employment or contract; and

18. a certification signed by Young and the Compliance Contact certifying that: (a) he or she has reviewed the IA in its entirety, understands the requirements described within, and maintains a copy for reference; (b) to the best of his or her knowledge, except as otherwise described in the Annual Report, Young is in compliance with all of the requirements of this IA; and (c) he or she has reviewed the Annual Report and has made a reasonable inquiry regarding its content and believes that the information is accurate and truthful.

The first Annual Report shall be received by OIG no later than 60 days after the end of the first Reporting Period. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

C. Designation of Information. Young shall clearly identify any portions of his submissions that he 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. Young 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 IA 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, SW
Washington, DC 20201
Telephone: (202) 619-2078
Facsimile: (202) 205-0604

Compliance Contact:
Phillip Young
11228 Lemen Road, Suite A
Whitmore Lake, MI 48189
Telephone: (734) 904-4023
Facsimile: (866) 746-3658

Unless otherwise specified, all notifications and reports required by this IA shall 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, Young may be required to provide OIG with an electronic copy of each notification or report required by this IA in searchable portable document format (pdf), either instead of or 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 or request copies of Young's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of Young's locations for the purpose of verifying and evaluating: (a) Young's compliance with the terms of this IA; and (b) Young's compliance with the requirements of the Federal health care programs. The documentation described above shall be made available by Young to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of Young'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. Young shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. Young's employees may elect to be interviewed with or without a representative of Young present.

VIII. DOCUMENT AND RECORD RETENTION

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

X. BREACH AND DEFAULT PROVISIONS

Young is expected to fully and timely comply with all of its IA obligations.

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, Young and OIG hereby agree that failure to comply with certain obligations set forth in this IA (unless a timely written request for an extension has been submitted and approved in accordance with Section B below) 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 \$750 (which shall begin to accrue on the day after the date the obligation became due) for each day Young fails to:
 - a. designate and maintain a Compliance Contact in accordance with the requirements of Section III.A;
 - b. establish and/or post a notice in accordance with the requirements of Section III.B;
 - c. implement, distribute, or update the procedures required by Section III.C;

- d. establish and implement a training program in accordance with the requirements of Section III.D;
- e. to the extent applicable, establish and implement the Arrangements Procedures, Focus Arrangements Procedures and/or Focus Arrangements Requirements described in Sections III.E.1, III.E.2, and III.E.3;
- f. if applicable, engage and use an IRO in accordance with the requirements of Section III.F, Appendix A, Appendix B, and Appendix C;
- g. if applicable, submit the IRO's annual Claims Review Report and Arrangements Review Report in accordance with the requirements of Section III.F, Appendix B, and Appendix C;
- h. obtain and maintain the following documentation: written procedures certifications in accordance with the requirements of Section III.C, training certification(s) in accordance with the requirements of Section III.D, and documentation of screening and disclosure requirements in accordance with the requirements of Section III.G;
- i. screen Covered Persons in accordance with the requirements of Section III.G; or require Covered Persons to disclose if they are debarred, excluded, suspended or are otherwise considered an Ineligible Person in accordance with the requirements of Section III.G;
- j. notify OIG of a government investigation or legal proceeding, in accordance with the requirements of Section III.H;
- k. provide to OIG the certifications required by Section III.K relating to any third party biller engaged by Young during the term of the IA; or
- l. report a Reportable Event.

2. A Stipulated Penalty of \$1,000 (which shall begin to accrue on the day after the date the obligation became due) for each day Young fails to submit the Implementation Report or the Annual Reports to OIG in accordance with the requirements of Section V by the deadlines for submission.

3. A Stipulated Penalty of \$750 for each day Young fails to grant access as required in Section VII. (This Stipulated Penalty shall begin to accrue on the date Young fails to grant access.)

4. A Stipulated Penalty of \$5,000 for each false certification submitted by or on behalf of Young as part of its Implementation Report, Annual Reports, additional documentation to a report (as requested by OIG), or as otherwise required by this IA.

5. A Stipulated Penalty of \$750 for each day Young fails to comply fully and adequately with any obligation of this IA. OIG shall provide notice to Young stating the specific grounds for its determination that Young has failed to comply fully and adequately with the IA obligation(s) at issue and steps the Young shall take to comply with the IA. (This Stipulated Penalty shall begin to accrue 10 days after the date Young 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 1-4 of this Section.

B. Timely Written Requests for Extensions. Young may, in advance of the due date, submit a timely written request for an extension of time to perform any act or file any notification or Report required by this IA. 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 Young fails to meet the revised deadline set by OIG. Notwithstanding any other provision in this Section, if OIG denies such a timely written request, Stipulated Penalties for failure to perform the act or file the notification or Report shall not begin to accrue until three business days after Young receives OIG's written denial of such request or the original due date, whichever is later. A "timely written request" is defined as a request in writing received by OIG at least five business days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

C. Payment of Stipulated Penalties.

1. *Demand Letter.* Upon a finding that Young 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 Young of: (a) Young's failure to comply; and (b) OIG's intent to exercise 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 of the receipt of the Demand Letter, Young shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) send in writing to OIG a request for 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 Young elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until Young 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 IA 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 Young has materially breached this IA, 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 IA.

1. *Definition of Material Breach.* A material breach of this IA means:
 - a. a failure by Young to report a Reportable Event, take corrective action and make the appropriate refunds, as required in Section III.J;
 - b. a repeated or flagrant violation of the obligations under this IA, including, but not limited to, the obligations addressed in Section X.A;

- c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.C; or
- d. if applicable, a failure to engage and use an IRO in accordance with Section III.F, 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 IA by Young constitutes an independent basis for Young's exclusion from participation in the Federal health care programs. Upon a determination by OIG that Young has materially breached this IA and that exclusion is the appropriate remedy, OIG shall notify Young of: (a) Young'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.* Young shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate to OIG's satisfaction that:

- a. Young is in compliance with the obligations of the IA cited by OIG as being the basis for the material breach;
- b. the alleged material breach has been cured; or
- c. the alleged material breach cannot be cured within the 30-day period, but that: (i) Young has begun to take action to cure the material breach; (ii) Young is pursuing such action with due diligence; and (iii) Young has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30 day period, Young fails to satisfy the requirements of Section X.D.3, OIG may exclude Young from participation in the Federal health care programs. OIG shall notify Young in writing of its determination to exclude Young. (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 Young's receipt of the Exclusion Letter. The exclusion shall have national effect and shall also apply to all other Federal

procurement and nonprocurement programs. Reinstatement to program participation is not automatic. At the end of the period of exclusion, Young 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 Young of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this IA, Young 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 IA. 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 the receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for Stipulated Penalties under this IA shall be: (a) whether Young was in full and timely compliance with the obligations of this IA for which OIG demands payment; and (b) the period of noncompliance. Young 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 IA and orders Young to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless Young 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 Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a material breach of this IA shall be:

- a. whether Young was in material breach of this IA;

- b. whether such breach was continuing on the date of the Exclusion Letter; and
- c. whether the alleged material breach could not have been cured within the 30 day period, but that: (i) Young had begun to take action to cure the material breach within that period; (ii) Young has pursued and is pursuing such action with due diligence; and (iii) Young provided to OIG within that period a reasonable timetable for curing the material breach and Young has followed the timetable.

For purposes of the exclusion herein, exclusion shall take effect only after an ALJ decision favorable to OIG, or, if the ALJ rules for Young, only after a DAB decision in favor of OIG. Young's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude Young 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 Young 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. Young shall waive [his, her or 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 Young, Young shall be reinstated effective 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 IA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this IA.

XI. EFFECTIVE AND BINDING AGREEMENT

Young and OIG agree as follows:

- A. This IA shall become final and binding on the date the final signature is obtained on the IA.
- B. This IA constitutes the complete agreement between the parties and may not be amended except by prior written consent of the parties to this IA.

C. This IA shall be binding on the successors, assigns, and transferees of Young.

D. OIG may agree to a suspension of Young's obligations under this IA, in whole or in part, based on a certification by Young that he is no longer providing health care items or services that will be billed to any Federal health care programs, 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, and does not enter into any Arrangements, as defined in Section II.C.1. If Young is relieved of his IA obligations, Young shall be required to notify OIG in writing at least 30 days in advance if Young plans to resume providing health care items or services that are billed to any Federal health care program, to obtain an ownership or control interest in any entity that bills any Federal health care program, or to enter into any Arrangement, as defined in Section II.C.1. At such time, the OIG shall evaluate whether the IA will be reactivated or modified.

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

F. The undersigned Young signatories represent and warrant that they are authorized to execute this IA. The undersigned OIG signatories represent that they are signing this IA in their official capacities and that they are authorized to execute this IA.

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

ON BEHALF OF PHILLIP J. YOUNG

/Phillip J. Young/

11-7-12

PHILLIP J. YOUNG

DATE

/Joseph F. Page/

11-7-12

JOSEPH F. PAGE
Giarmarco, Mullins & Horton, P.C.
Counsel for Phillip J. Young

DATE

ON BEHALF OF MRI LEASING, LLC

/Phillip J. Young/

11-7-12

PHILLIP J. YOUNG
President, MRI Leasing, LLC

DATE

/Joseph F. Page/

11-7-12

JOSEPH F. PAGE
Giarmarco, Mullins & Horton, P.C.
Counsel for MRI Leasing, LLC

DATE

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

/Robert K. DeConti/

11/13/12

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

DATE

/Katie Arnholt/

11/9/12

KATIE ARNHOLT
Senior Counsel
Office of Counsel to the Inspector General
Office of Inspector General
U. S. Department of Health and Human Services

DATE

APPENDIX A

INDEPENDENT REVIEW ORGANIZATION

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

A. IRO Engagement

1. Young 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.5 of the IA or any additional information submitted by Young in response to a request by OIG, whichever is later, OIG will notify Young if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, Young may continue to engage the IRO.

2. If Young engages a new IRO during the term of the IA, this IRO shall also meet the requirements of this Appendix. If a new IRO is engaged, Young shall submit the information identified in Section V.A.5 of the IA to OIG within 30 days of engagement of the IRO. Within 30 days after OIG receives this information, or any additional information submitted by Young at the request of OIG, whichever is later, OIG will notify Young if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, Young may continue to engage the IRO.

B. IRO Qualifications

The IRO shall:

1. assign individuals to conduct the Claims Review who have expertise in the billing, coding, reporting, and other requirements applicable to the items and services provided by Young and in the general requirements of the Federal health care program(s) from which Young seeks reimbursement;

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

3. assign individuals to conduct the coding review portions of the Claims Review who have a nationally recognized coding certification and who have

maintained this certification (e.g., completed applicable continuing education requirements);

4. assign individuals to conduct the Arrangements Review who are knowledgeable in the requirements of the Anti-Kickback Statute and the Stark Law and the regulations and other guidance documents related to these statutes; and

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

C. IRO Responsibilities

The IRO shall:

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

2. follow all applicable Medicare, Medicaid, and other Federal health care programs rules and reimbursement guidelines in making assessments in the Claims Review;

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

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

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

D. IRO Independence and Objectivity

The IRO must perform the IRO Reviews 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. *Practitioner and IRO.* If Young terminates its IRO or the IRO withdraws from the engagement during the term of the IA, Young 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. Young 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 Young to engage a new IRO in accordance with Paragraph A of this Appendix. Young must engage a new IRO within 60 days of termination of the IRO.

Prior to requiring Young to engage a new IRO, OIG shall notify Young 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, Young 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 Young prior to requiring Young to terminate the IRO. However, the final determination as to whether or not to require Young 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.

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

- a. Overpayment: The amount of money Young has received in excess of the amount due and payable under any Federal health care program requirements.
- b. Paid Claim: A claim submitted by Young and for which Young has received reimbursement from the Medicare program, Medicaid, or other Federal health care program.
- c. Population: The Population shall be defined as all Paid Claims during the 12-month period covered by the Claims 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 should 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 Items in the sample.

2. *Discovery Sample*. The IRO shall randomly select and review a sample of 50 Paid Claims submitted by or on behalf of Young (Discovery Sample). The Paid Claims shall be reviewed based on the supporting documentation available at Young's office or under Young's control and applicable billing and coding regulations

and guidance to determine whether the claim submitted was correctly coded, submitted, and reimbursed.

If the Error Rate (as defined above) for the Discovery Sample 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, Young should, as appropriate, further analyze any errors identified in the Discovery Sample. Young 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.)

3. *Full Sample.* If the Discovery Sample indicates that the Error Rate is 5% or greater, the IRO shall select an additional sample of Paid Claims (Full Sample) using commonly accepted sampling methods. The Full Sample shall be designed to: (1) estimate the actual Overpayment in the population with a 90% confidence level and with a maximum relative precision of 25% of the point estimate; and (2) conform with the Centers for Medicare and Medicaid Services' statistical sampling for overpayment estimation guidelines. The Paid Claims selected for the Full Sample shall be reviewed based on supporting documentation available at Young's office or under Young's control and applicable billing and coding regulations and guidance to determine whether the claim submitted 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. OIG, in its sole discretion, may refer the findings of the Full Sample (and any related workpapers) received from Young to the appropriate Federal health care program payor, including the Medicare contractor (e.g., carrier, fiscal intermediary, or DMERC), for appropriate follow-up by that payor.

4. *Systems Review.* If Young's Discovery Sample identifies an Error Rate of 5% or greater, Young's IRO shall also conduct a Systems Review. The Systems Review shall consist of the following:

- a. a review of Young'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 Discovery Sample and Full Sample that resulted in an Overpayment, the IRO shall review the 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.

5. *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 Young 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 Young 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 Young cannot produce documentation sufficient to support the Paid Claim shall be considered an error and the total reimbursement received by Young 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).

6. *Repayment of Identified Overpayments.* Young shall repay within 30 days any Overpayment(s) identified in the Discovery Sample or the Full Sample (if applicable), regardless of the Error Rate, to the appropriate payor and in accordance with payor refund policies. Young 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 Report 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 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 A.5.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 Young’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 the Discovery Sample, and the results of the 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 Young (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 Young.

iii. Total dollar amount of all Overpayments in the sample.

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

v. Error Rate in the sample.

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, procedure code submitted, procedure code reimbursed, allowed amount reimbursed by payor, correct procedure 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.

c. Recommendations. The IRO's report shall include any recommendations for improvements to Young'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 Young's billing systems and processes;

b. the strengths and weaknesses in Young's coding systems and processes; and

c. possible improvements to Young'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

ARRANGEMENTS REVIEW

The Arrangements Review shall consist of two components: a systems review and a transactions review. The IRO shall perform all components of each Arrangements Review. If there are no material changes to Young's systems, processes, policies, and procedures relating to Arrangements or Focus Arrangements, the Arrangements Systems Review shall be performed for the first Reporting Period in which Young enters into a Focus Arrangement and the fourth Reporting Period. If Young materially changes the Arrangements systems, processes, policies, and procedures or Focus Arrangements Procedures, the IRO shall perform an Arrangements Systems Review for the Reporting Period in which such changes were made. If applicable, the Arrangements Transactions Review shall be performed annually and shall cover each Reporting Period in which Young has in effect any Focus Arrangements.

A. Arrangements Systems Review. The Arrangements Systems Review shall be a review of Young's systems, processes, policies, and procedures relating to the initiation, review, approval, and tracking of Arrangements and Focus Arrangements. Specifically, the IRO shall review the following:

1. Young's systems, processes, policies, and procedures for initiating Arrangements, including those procedures that identify the individuals with authority to initiate an Arrangement and that specify the business need or business rationale required to initiate an Arrangement;
2. Young's systems, processes, policies, and procedures for the internal review and approval of Arrangements, including, if applicable, the processes for ensuring that all Focus Arrangements are subject to legal review by counsel with expertise in the Anti-Kickback Statute and Stark Law;
3. If applicable, Young's systems, processes, policies, and procedures with respect to creating and maintaining a centralized tracking system for all existing and new and renewed Focus Arrangements (Focus Arrangements Tracking System), including a detailed description of the information captured in the Focus Arrangements Tracking System;
4. If applicable, Young's systems, policies, processes, and procedures for tracking remuneration to and from all parties to Focus Arrangements;

5. If applicable, Young's systems, policies, processes, and procedures for tracking service and activity logs to ensure that parties to the Focus Arrangement are performing the services required under the applicable Focus Arrangement(s);

6. If applicable, Young's systems, policies, processes, and procedures for monitoring the use of leased space, medical supplies, medical devices, equipment, or other patient care items to ensure that such use is consistent with the terms of the applicable Focus Arrangement(s);

7. Young's procedures for implementing effective responses when suspected violations of the Anti-Kickback Statute and Stark Law are discovered, including disclosing Reportable Events and quantifying and repaying Overpayments when appropriate; and

8. If applicable, Young's systems, policies, processes, and procedures for ensuring that all new and renewed Focus Arrangements comply with the Focus Arrangements Requirements set forth in Section III.E.3 of the IA.

B. Arrangements Systems Review Report. The IRO shall prepare a report based upon each Arrangements Systems Review performed. The Arrangements Systems Review Report shall include the following information:

1. a description of the documentation (including policies) reviewed and personnel interviewed;
2. a detailed description of Young's systems, policies, processes, and procedures relating to the items identified in Section A.1-8 above;
3. findings and supporting rationale regarding weaknesses in Young's systems, processes, policies, and procedures relating to Arrangements and Focus Arrangements described in Section A.1-8 above; and
4. recommendations to improve Young's systems, policies, processes, or procedures relating to Arrangements and Focus Arrangements described in Section A.1-8 above.

C. Arrangements Transactions Review. The Arrangements Transactions Review shall consist of a review by the IRO of 50 randomly selected Focus Arrangements that were entered into or renewed by Young during the Reporting Period. If there were less than 50 Focus Arrangements, the Arrangements Transactions Review shall consist of all Focus Arrangements that were entered into or renewed by Young during the Reporting Period. The IRO

shall assess whether Young has complied with the Focus Arrangements Procedures and the Focus Arrangements Requirements described in Sections III.E.2 and III.E.3 of the CIA, with respect to the selected Focus Arrangements.

The IRO's assessment with respect to each Focus Arrangement that is subject to review shall include:

1. verifying that the Focus Arrangement is maintained in Young's centralized tracking system in a manner that permits the IRO to identify the parties to the Focus Arrangement and the relevant terms of the Focus Arrangement (i.e., the items/services/equipment/space to be provided, the amount of compensation, the effective date, the expiration date, etc.)

2. verifying that the Focus Arrangement was subject to the internal review and approval process (including both a legal and business review) and obtained the necessary approvals and that such review and approval is appropriately documented;

3. verifying that the remuneration related to the Focus Arrangement is properly tracked;

4. verifying that the service and activity logs are properly completed and reviewed (if applicable);

5. verifying that leased space, medical supplies, medical devices, and equipment, and other patient care items are properly monitored (if applicable); and

6. verifying that the Focus Arrangement satisfies the Focus Arrangements Requirements of Section III.D.2 of the CIA.

D. Arrangements Transaction Review Report. The IRO shall prepare a report based on each Arrangements Transactions Review performed. The Arrangements Transaction Review Report shall include the following information:

1. *Review Methodology*

- a. Review Protocol: A detailed narrative description of the procedures performed and a description of the sampling unit and universe utilized in performing the procedures for the sample reviewed.

- b. Sources of Data: A full description of the documentation and other information, if applicable, relied upon by the IRO in performing the Arrangements Transaction Review.
- c. Supplemental Materials. The IRO shall request all documentation and materials required for its review of the Focus Arrangements selected as part of the Arrangements Transaction Review and Young shall furnish such documentation and materials to the IRO, prior to the IRO initiating its review of the Focus Arrangements. If the IRO accepts any supplemental documentation or materials from Young after the IRO has completed its initial review of the Focus Arrangements (Supplemental Materials), the IRO shall identify in the Arrangements Transaction 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 Arrangements Transaction Review Report describing the process by which the Supplemental Materials were accepted and the IRO's reasons for accepting the Supplemental Materials.

2. *Review Findings*. The IRO's findings with respect to whether Young has complied with the Focus Arrangements Procedures and Focus Arrangements Requirements with respect to each of the randomly selected Focus Arrangements reviewed by the IRO. In addition, the Arrangements Transactions Review Report shall include observations, findings and recommendations on possible improvements to Young's policies, procedures, and systems in place to ensure that all Focus Arrangements comply with the Focus Arrangements Procedures and Focus Arrangements Requirements.