

**CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
BETHANY LUTHERAN HOME, INC.**

I. PREAMBLE

Bethany Lutheran Home, Inc. (Bethany Lutheran) hereby enters into this Corporate Integrity Agreement (CIA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). Contemporaneously with this CIA, Bethany Lutheran 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 Bethany Lutheran under this CIA shall be five years from the effective date of this CIA. The “Effective Date” shall be the date on which the final signatory of this CIA executes this CIA. Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a “Reporting Period.”

B. Sections VII, X, and XI shall expire no later than 120 days after OIG’s receipt of: (1) Bethany Lutheran’s final annual report; or (2) any additional materials submitted by Bethany Lutheran 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 Bethany Lutheran; and

- b. all contractors, subcontractors, agents, and other persons who (1) are involved directly or indirectly in the delivery of resident care, (2) make assessments of residents that affect treatment decisions or reimbursement, or (3) perform billing or coding functions on behalf of Bethany Lutheran, excluding vendors whose sole connection with Bethany Lutheran is selling or otherwise providing medical supplies or equipment to Bethany Lutheran and who do not bill the Federal health care programs for such medical supplies or equipment.

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. Any nonemployee private caregivers and/or attending physicians hired by any resident or the family or friends of any resident of Bethany Lutheran are not “Covered Persons,” regardless of the hours worked per year in Bethany Lutheran.

2. “Relevant Covered Persons” includes all Covered Persons who (1) are involved directly or indirectly in the delivery of resident care, (2) perform assessments of residents that affect treatment decisions or reimbursement, or (3) are involved in the preparation or submission of claims for reimbursement from any Federal health care program.

III. CORPORATE INTEGRITY OBLIGATIONS

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

A. Compliance Officer, Compliance Committee, and Board of Directors

1. *Compliance Officer.* Within 90 days after the Effective Date, Bethany Lutheran 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 ensure that Bethany Lutheran is appropriately identifying and correcting quality of care problems. The Compliance

Officer must have sufficient compliance and quality assurance experience to effectively oversee the implementation of the requirements of this CIA. The Compliance Officer shall be a member of senior management of Bethany Lutheran, shall report directly to the Chief Executive Officer of Bethany Lutheran, shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of Bethany Lutheran, 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 and shall not be the Administrator or Executive Director. The Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by Bethany Lutheran as well as for any reporting obligations created under this CIA. Any noncompliance job responsibilities of the Compliance Officer shall be limited and must not interfere with the Compliance Officer's ability to perform the duties outlined in this CIA.

Bethany Lutheran shall report to OIG, in writing, any change in the identity 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 five days after such a change.

2. *Compliance Committee.* Within 90 days after the Effective Date, Bethany Lutheran 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, nursing, therapy, 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 Bethany Lutheran's risk areas and shall oversee monitoring of internal and external audits and investigations). The Compliance Committee shall meet at least quarterly.

Bethany Lutheran 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.

3. *Quality of Care Review Program.* The Compliance Committee shall ensure that, within 180 days after the Effective Date, Bethany Lutheran establishes and implements a program for performing internal quality audits and reviews (hereinafter

“Quality of Care Review Program”). The Quality of Care Review Program shall make findings as to:

- a. whether the residents are receiving the quality of care and quality of life consistent with professionally recognized standards of care, 42 C.F.R. Part 483, and any other applicable federal and state statutes, regulations, and directives;
- b. whether Bethany Lutheran is effectively reviewing quality of care related incidents and completing root cause analyses; and
- c. whether Bethany Lutheran’s action plans in response to identified quality of care problems are appropriate, timely, implemented, and enforced.

4. *Quality of Care Dashboard.* The Compliance Committee shall create and implement a “Quality of Care Dashboard” (Dashboard), which will function as a performance scorecard for Bethany Lutheran. Quality indicator data shall be collected and reported on the Dashboard. Within 180 days after the Effective Date, the Compliance Committee shall: (1) identify and establish the overall quality improvement goals for Bethany Lutheran based on its assessment of Bethany Lutheran’s quality of care risk areas; (2) identify and establish the quality indicators related to those goals that Bethany Lutheran will monitor through the Dashboard; and (3) establish performance metrics for each quality indicator. The Compliance Committee shall measure, analyze, and track the performance metrics for the quality indicators on a monthly basis, monitoring progress towards the quality improvement goals. At least semi-annually, the Compliance Committee shall review the quality indicators to determine if revisions are appropriate and shall make any necessary revisions based on such review.

5. *Board of Directors Compliance Obligations.* The Board of Directors (Board) shall be responsible for the review and oversight of matters related to compliance with Federal health care program requirements and the obligations of this CIA. The individuals who serve on the Board of Directors Committee shall be readily available to the Compliance Officer to respond to any issues or questions that might arise.

The Board shall, at a minimum, be responsible for the following:

- a. meeting at least quarterly to review and oversee Bethany Lutheran's Compliance Program, including but not limited to the performance of the Compliance Officer and Compliance Committee;
- b. reviewing the adequacy of Bethany Lutheran's system of internal controls, quality assurance monitoring, and resident care;
- c. ensuring that Bethany Lutheran's response to state, federal, internal, and external reports of quality of care issues is complete, thorough, and resolves the issue(s) identified;
- d. ensuring that Bethany Lutheran adopts and implements policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and Federal health care program requirements;
- e. reviewing and responding to the Dashboard and ensuring that Bethany Lutheran implements effective responses when potential quality problems are indicated on the Dashboard or when quality indicators show that Bethany Lutheran is not meeting its established goals; and
- f. for each Reporting Period of the CIA, adopting a resolution, signed by each member of the Board summarizing its review and oversight of Bethany Lutheran's compliance with Federal health care program requirements and the obligations of this CIA.

At minimum, the resolution shall include the following language:

“The Board of Directors has made a reasonable inquiry into the operations of Bethany Lutheran's Compliance Program including the performance of the Compliance Officer and the Compliance Committee. Based on its inquiry and review, the Board has concluded that, to the best of its knowledge, Bethany Lutheran has implemented an effective Compliance Program to meet Federal health care program requirements and the obligations of the CIA.”

If the Board is unable to provide such a conclusion in the resolution, the Board shall include in the resolution a written explanation of the reasons why it is unable to provide the conclusion and the steps it is taking to implement an effective Compliance Program at Bethany Lutheran.

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

B. Written Standards

1. *Code of Conduct.* Within 90 days after the Effective Date, Bethany Lutheran shall develop, implement, and distribute a written Code of Conduct to all Covered Persons. Bethany Lutheran 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. Bethany Lutheran'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. Bethany Lutheran's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with Bethany Lutheran's own Policies and Procedures;
- d. the requirement that all of Bethany Lutheran's Covered Persons shall be expected to report to the Compliance Officer, or other appropriate individual designated by Bethany Lutheran, suspected violations of any Federal health care program requirements or of Bethany Lutheran's own Policies and Procedures;
- e. the requirement that all of Bethany Lutheran's Covered Persons shall immediately report to the Compliance Officer,

or other appropriate individual designated by Bethany Lutheran, credible allegations of resident harm and such report shall be complete, full, and honest; and

- f. the right of all individuals to use the Disclosure Program described in Section III.E, and Bethany Lutheran'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 or in electronic form, that he or she has received, read, understood, and shall abide by Bethany Lutheran'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.

Bethany Lutheran 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, Bethany Lutheran shall implement written Policies and Procedures regarding the operation of its compliance program, including the compliance program requirements outlined in this CIA and Provider's compliance with Federal health care program requirements. The Policies and Procedures shall address, at a minimum:

- a. the compliance program requirements outlined in this CIA; and
- b. management and oversight of rehabilitation therapy services provided to residents of Bethany Lutheran, including, but not limited to, the requirements that skilled rehabilitation therapy:
 - (1) be pursuant to an individualized plan of care; (2) be consistent with the nature and severity of the resident's individual illness or injury; (3) comply with accepted

standards of medical practice; (4) be reasonable in terms of duration and quantity; (5) be reasonable and necessary given the resident's condition, prior level of function, and expected outcomes; and (6) only include services that are inherently complex and require the skills of physical, speech, or occupational therapists, among other types of professionals.

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

At least annually (and more frequently, if appropriate), Bethany Lutheran shall assess and update, as necessary, the Policies and Procedures. Within 30 days after the effective date of any revisions, any such revised Policies and Procedures shall be made available to all Covered Persons.

C. Training and Education

1. *General Training.* Within 90 days after the Effective Date, Bethany Lutheran shall provide at least two hours of General Training to each Covered Person. This training, at a minimum, shall explain Bethany Lutheran's:

- a. CIA requirements; and
- b. Compliance Program, including the Code of Conduct.

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.*

- a. Within 90 days after the Effective Date, each Relevant Covered Person who is involved in the preparation or submission of claims for reimbursement from any Federal health care program shall receive at least two hours of

Specific Training in addition to the General Training required above. This Specific Training shall include a discussion of:

- i. Federal health care programs requirements regarding the accurate coding and submission of claims, including, but not limited to, ensuring the accuracy of the clinical data required under the Minimum Data Set (MDS) as specified by the Resident Assessment Instrument User's Manual, and ensuring appropriate and accurate use of the current Resource Utilization Groups (RUG) classification system;
- ii. the policies and procedures implemented pursuant to Section III.B.2;
- iii. applicable reimbursement statutes, regulations, and program requirements and directives;
- iv. policies, procedures, and other requirements applicable to the documentation of medical records;
- v. the personal obligation of each individual involved in the claims submission process to ensure that such claims are accurate;
- vi. the legal sanctions for violations of the Federal health care program requirements; and
- vii. examples of proper and improper claims submission practices.

b. Within 90 days after the Effective Date, each Relevant Covered Person who is involved directly or indirectly in the delivery of resident care or performs assessments of residents that affect treatment decisions or reimbursement shall receive at least two hours of Specific Training pertinent to their responsibilities in addition to the General Training required above. This Specific Training shall include a discussion of:

- i. policies, procedures, and other requirements applicable to the documentation of medical records;
- ii. the coordinated interdisciplinary approach to providing care and related communication between disciplines;
- iii. the policies and procedures implemented pursuant to Section III.B.2;
- iv. the personal obligation of each individual involved in resident care to ensure that care is appropriate and meets professionally recognized standards of care;
- v. examples of proper and improper care; and
- vi. legal sanctions for violations of the Federal health care program requirements.

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.

After receiving the initial Specific Training described in this section, each Relevant Covered Person shall receive at least two hours of Specific Training, in addition to the General Training, in each subsequent Reporting Period.

3. *Board Member Training.* Within 90 days after the Effective Date, Bethany Lutheran shall provide at least two hours of training to each member of the Board of Directors, in addition to the General Training. This training shall address the responsibilities of board members and corporate governance.

New members of the Board of Directors shall receive the Board Member Training described above within 30 days after becoming a member or within 90 days after the Effective Date, whichever is later.

4. *Certification.* Each individual who is required to attend training shall certify, in writing or in electronic form, that he or she has received the required training. The certification shall specify the type of training received and the date

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

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

6. *Update of Training.* Bethany Lutheran 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, the MDS Review, or the Therapy Systems Assessment, and any other relevant information.

7. *Computer-based Training.* Bethany Lutheran may provide the training required under this CIA through appropriate computer-based training approaches. If Bethany Lutheran 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, Bethany Lutheran shall engage an entity (or entities), such as an accounting, auditing, or consulting firm (hereinafter “Independent Review Organization” or “IRO”), to perform the reviews listed in this Section III.D. The IRO may retain additional personnel, including consultants, if needed to help meet the IRO’s obligations under the CIA. The applicable requirements relating to the IRO are outlined in Appendix A to this CIA, which is incorporated by reference.
- b. *Retention of Records.* The IRO and Bethany Lutheran shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO and Bethany Lutheran) related to the reviews.

2. *Minimum Data Set (MDS) Review.* The IRO shall review Bethany Lutheran's coding, billing, and claims submission to Medicare Part A and the reimbursement received (MDS Review) and shall prepare a MDS Review Report, as outlined in Appendix B to this CIA, which is incorporated by reference.

3. *Therapy Systems Assessment.* The IRO shall assess the effectiveness, reliability, and thoroughness of Bethany Lutheran's oversight of its therapy services, as outlined in Appendix C to this CIA, which is incorporated by reference.

4. *Unallowable Cost Review.* For the first Reporting Period, the IRO shall conduct a review of Bethany Lutheran's compliance with the unallowable cost provisions of the Settlement Agreement. The IRO shall determine whether Bethany Lutheran 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 costs analysis shall include, but not be limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Bethany Lutheran 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.

5. *Unallowable Cost Review Report.* The IRO shall prepare a report based upon the Unallowable Cost Review performed (Unallowable Cost Review Report). The Unallowable Cost Review Report shall include the IRO's findings and supporting rationale regarding the Unallowable Cost Review and whether Bethany Lutheran 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.

6. *Validation Review.* In the event OIG has reason to believe that: (a) Bethany Lutheran's MDS Review, Therapy Systems Assessment, or Unallowable Cost Review fails to conform to the requirements of this CIA; or (b) the IRO's findings or

MDS Review, Therapy Systems Assessment, or Unallowable Cost Review results are inaccurate, OIG may, at its sole discretion, conduct its own review to determine whether the MDS Review, Therapy Systems Assessment, or Unallowable Cost Review complied with the requirements of the CIA and/or the findings or MDS Review, Therapy Systems Assessment, or Unallowable Cost Review results are inaccurate (Validation Review). Bethany Lutheran 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 Bethany Lutheran's final Annual Report shall be initiated no later than one year after Bethany Lutheran's final submission (as described in Section II) is received by OIG.

Prior to initiating a Validation Review, OIG shall notify Bethany Lutheran 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, Bethany Lutheran may request a meeting with OIG to: (a) discuss the results of any MDS Review, Therapy Systems Assessment, or Unallowable Cost Review submissions or findings; (b) present any additional information to clarify the results of the MDS Review, Therapy Systems Assessment, or Unallowable Cost Review or to correct the inaccuracy of the MDS Review, Therapy Systems Assessment, or Unallowable Cost Review; and/or (c) propose alternatives to the proposed Validation Review. Bethany Lutheran 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 MDS Review, Therapy Systems Assessment, or Unallowable Cost Review issues with Bethany Lutheran 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.

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

E. Disclosure Program

Within 90 days after the Effective Date, Bethany Lutheran 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 Bethany Lutheran'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. Bethany Lutheran 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, Bethany Lutheran 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.

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 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 List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>).

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

- a. Bethany Lutheran shall screen all prospective Covered Persons against the Exclusion Lists prior to engaging their services and, as part of the hiring or contracting process, shall require such Covered Persons to disclose whether they are Ineligible Persons.
- b. Bethany Lutheran shall screen all Covered Persons against the Exclusion Lists within 90 days after the Effective Date and on an annual basis thereafter.
- c. Bethany Lutheran shall implement a policy requiring all Covered Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

Nothing in Section III.F affects Bethany Lutheran’s responsibility to refrain from (and liability for) billing Federal health care programs for items or services furnished, ordered, or prescribed by excluded persons. Bethany Lutheran understands that items or services furnished by excluded persons are not payable by Federal health care programs and that Bethany Lutheran may be liable for overpayments and/or criminal, civil, and

administrative sanctions for employing or contracting with an excluded person regardless of whether Bethany Lutheran meets the requirements of Section III.F.

3. *Removal Requirement.* If Bethany Lutheran has actual notice that a Covered Person has become an Ineligible Person, Bethany Lutheran shall remove such Covered Person from responsibility for, or involvement with, Bethany Lutheran's business operations related to the Federal health care programs and shall remove such Covered Person from any position for which the Covered Person's compensation or the items or services furnished, ordered, or prescribed by the Covered Person are paid in whole or part, directly or indirectly, by Federal health care programs or otherwise with Federal funds at least until such time as the Covered Person is reinstated into participation in the Federal health care programs.

4. *Pending Charges and Proposed Exclusions.* If Bethany Lutheran 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, Bethany Lutheran 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, resident, 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, Bethany Lutheran shall notify OIG, in writing, of any ongoing investigation or legal proceeding known to Bethany Lutheran conducted or brought by a governmental entity or its agents involving an allegation that Bethany Lutheran 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. Bethany Lutheran 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.

In addition, within 15 days after notification, Bethany Lutheran shall notify OIG, in writing, of any adverse final determination made by a federal, state, or local government agency or accrediting or certifying agency (e.g., JCAHO) relating to quality of care issues.

H. Repayment of Overpayments

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

2. *Repayment of Overpayments*

- a. If, at any time, Bethany Lutheran identifies or learns of any Overpayment, Bethany Lutheran shall repay the Overpayment to the appropriate payor (e.g., Medicare fiscal intermediary or carrier) within 60 days after identification of the Overpayment and take remedial steps within 90 days after identification (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. If not yet quantified, within 60 days after identification, Bethany Lutheran shall notify the payor of its efforts to quantify the Overpayment amount along with a schedule of when such work is expected to be completed. Notification and repayment to the payor shall be done in accordance with the payor’s policies.
- b. Notwithstanding the above, notification and repayment of any Overpayment amount that routinely is reconciled or adjusted pursuant to policies and procedures established by the payor should be handled in accordance with such policies and procedures.

I. Reportable Events

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

- a. a substantial Overpayment;

- b. a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized;
- c. the employment of or contracting with a Covered Person who is an Ineligible Person as defined by Section III.F.1.a;
- d. a violation of the obligation to provide items or services of a quality that meets professionally recognized standards of health care where such violation has occurred in one or more instances and presents an imminent danger to the health, safety, or well-being of a Federal health care program beneficiary or places the beneficiary unnecessarily in high-risk situations; or
- e. the filing of a bankruptcy petition by Bethany Lutheran.

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

2. *Reporting of Reportable Events.* If Bethany Lutheran determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, Bethany Lutheran shall notify OIG, in writing, within 30 days after making the determination that the Reportable Event exists.

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

- a. a description of the steps taken by Bethany Lutheran 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 Bethany Lutheran's actions taken to correct the Reportable Event; and
- e. any further steps Bethany Lutheran plans to take to address the Reportable Event and prevent it from recurring.

Within 60 days of identification of the Overpayment, Bethany Lutheran shall provide OIG with a copy of the notification and repayment to the payor required in Section III.H.2

4. *Reportable Events under Section III.I.1.b and c.* For Reportable Events under Section III.I.1.b and III.I.1.c, the report to 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 Bethany Lutheran's actions taken to correct the Reportable Event;
- c. any further steps Bethany Lutheran 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 Bethany Lutheran to identify and quantify the Overpayment.

5. *Reportable Events under Section III.I.1.d.* For Reportable Events under Section III.I.1.d, the report to OIG shall include:

- a. a complete description of the Reportable Event, including the relevant facts, persons involved, the impact or potential impact on Federal health care program beneficiaries, and any legal and Federal health care program authorities implicated;
- b. a description of Bethany Lutheran's action taken to correct the Reportable Event;

- c. any further steps Bethany Lutheran plans to take to address the Reportable Event and prevent it from reoccurring; and
- d. a summary of any related reports made to Federal or state regulatory or enforcement agencies or to professional licensing bodies.

6. *Reportable Events under Section III.I.1.e.* For Reportable Events under Section III.I.1.e, the report to the OIG shall include documentation of the bankruptcy filing and a description of any Federal health care program authorities implicated.

7. *Reportable Events Involving the Stark Law.* Notwithstanding the reporting requirements outlined above, any Reportable Event that involves only a probable violation of section 1877 of the Social Security Act, 42 U.S.C. §1395nn (the Stark Law) should be submitted by Bethany Lutheran to the Centers for Medicare & Medicaid Services (CMS) through the self-referral disclosure protocol (SRDP), with a copy to the OIG. The requirements of Section III.H.2 that require repayment to the payor of any identified Overpayment within 30 days shall not apply to any Overpayment that may result from a probable violation of only the Stark Law that is disclosed to CMS pursuant to the SRDP.

IV. CHANGES TO BUSINESS UNITS OR LOCATIONS

A. Change or Closure of Unit or Location

In the event that, after the Effective Date, Bethany Lutheran 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, Bethany Lutheran 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, Bethany Lutheran 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, Bethany Lutheran 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, the location's Medicare and state Medicaid program provider number and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which Bethany Lutheran 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 CIA.

C. Sale of Unit or Location

In the event that, after the Effective Date, Bethany Lutheran proposes to sell any or all of its business units or locations that are subject to this CIA, Bethany Lutheran 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, Bethany Lutheran 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. If substantially implemented, a description of the Quality of Care Review Program required by Section III.A;
4. If substantially implemented, a description of the Dashboard required by Section III.A;

5. a copy of Bethany Lutheran's Code of Conduct required by Section III.B.1;

6. 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);

7. a summary of all Policies and Procedures required by Section III.B (copies of the Policies and Procedures shall be made available to OIG upon request);

8. 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; 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.

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

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

11. a description of the process by which Bethany Lutheran fulfills the requirements of Section III.F regarding Ineligible Persons;

12. a list of all of Bethany Lutheran'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 number and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which Bethany Lutheran currently submits claims;

13. a description of Bethany Lutheran's corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business; and

14. the certifications required by Section V.C.

B. Annual Reports

Bethany Lutheran shall submit to OIG annually a report with respect to the status of, and findings regarding, Bethany Lutheran's compliance activities for each of the five Reporting Periods (Annual Report). Each Annual Report shall include, at a minimum:

1. any change in the identity, position description, or other noncompliance job responsibilities of the Compliance Officer and any change in the membership of the Compliance Committee described in Section III.A;

2. For the first Reporting Period only, a description of the Quality of Care Review Program required by Section III.A and, for all Reporting Periods, a summary of activities and findings under that Quality of Care Review Program, and a summary of any corrective action taken in response to any problems identified through that Quality of Care Review Program;

3. For the first Reporting Period only, a description of the Dashboard required by Section III.A and, for all Reporting Periods, a summary of the Compliance Committee's measurement, analysis, and tracking of the performance metrics included in that Dashboard, Bethany Lutheran's progress towards its quality improvement goals, and any changes to the Dashboard and the reasons for such changes;

4. the Board resolution required by Section III.A.3;

5. a summary of any changes or amendments to Bethany Lutheran's Code of Conduct required by Section III.B.1 and the reason for such changes, along with a copy of the revised Code of Conduct;

6. 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 made available to OIG upon request);

7. a summary of any significant changes or amendments to the Policies and Procedures required by Section III.B and the reasons for such changes (e.g., change in contractor policy);

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

- a. a description of the initial and annual 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 complete the initial and annual training, the percentage of individuals who actually completed the initial and annual training, and an explanation of any exceptions.

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

9. a complete copy of all reports prepared pursuant to Section III.D, along with a copy of the IRO's engagement letter;

10. Bethany Lutheran's response to the reports prepared pursuant to Section III.D, along with corrective action plan(s) related to any issues raised by the reports;

11. a summary and description of any and all current and prior engagements and agreements between Bethany Lutheran and the IRO (if different from what was submitted as part of the Implementation Report);

12. a certification from the IRO regarding its professional independence and objectivity with respect to Bethany Lutheran;

13. a summary of Reportable Events (as defined in Section III.I) 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: inresident Medicare, outresident Medicare, Medicaid (report each applicable state separately, if applicable), and other Federal health care programs. Overpayment amounts that are routinely reconciled or adjusted pursuant to policies and procedures established by the payor do not need to be included in this aggregate Overpayment report;

15. a summary of the disclosures in the disclosure log required by Section III.E that relate to Federal health care programs (the complete disclosure log shall be made available to OIG upon request);

16. any changes to the process by which Bethany Lutheran fulfills the requirements of Section III.F regarding Ineligible Persons;

17. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.G. 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;

18. a description of all changes to the most recently provided list of Bethany Lutheran's locations (including addresses) as required by Section V.A.12; 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 number(s) and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which Bethany Lutheran currently submits claims; and

19. the certifications required by Section V.C.

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

C. Certifications

The Implementation Report and each Annual Report shall include a certification by the Compliance Officer that:

1. to the best of his or her knowledge, except as otherwise described in the report, Bethany Lutheran is in compliance with all of the requirements of this CIA;
2. he or she has reviewed the report and has made reasonable inquiry regarding its content and believes that the information in the report is accurate and truthful; and
3. to the best of his or her knowledge, Bethany Lutheran has complied with its obligations under the Settlement Agreement: (a) not to resubmit to any Federal health care program payors any previously denied claims related to the Covered Conduct addressed in the Settlement Agreement, and not to appeal any such denials of claims; (b) not to charge to or otherwise seek payment from federal or state payors for unallowable costs (as defined in the Settlement Agreement); and (c) to identify and adjust any past charges or claims for unallowable costs.

D. Designation of Information

Bethany Lutheran shall clearly identify any portions of its submissions that it believes are trade secrets, or information that is commercial or financial and privileged or confidential, and therefore potentially exempt from disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Bethany Lutheran shall refrain from identifying any information as exempt from disclosure if that information does not meet the criteria for exemption from disclosure under FOIA.

VI. NOTIFICATIONS AND SUBMISSION OF REPORTS

Unless otherwise stated in writing after the Effective Date, all notifications and reports required under this CIA shall be submitted to the following entities:

OIG:

Administrative and Civil Remedies Branch
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, S.W.
Washington, DC 20201
Telephone: 202.619.2078
Facsimile: 202.205.0604

Bethany Lutheran:

Mike Van Sickle, Chief Executive Officer
Bethany Lutheran Home
7 Elliot Street
Council Bluffs, IA 51503
mike@bethanylutheranhome.org

Unless otherwise specified, all notifications and reports required by this CIA may be made by certified mail, overnight mail, hand delivery, or other means, provided that there is proof that such notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt. Upon request by OIG, Bethany Lutheran may be required to provide OIG with an electronic copy of each notification or report required by this CIA in searchable portable document format (pdf), in addition to a paper copy.

VII. OIG INSPECTION, AUDIT, AND REVIEW RIGHTS

In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s) may examine or request copies of Bethany Lutheran's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of Bethany Lutheran's locations for the purpose of verifying and evaluating: (a) Bethany Lutheran's compliance with the terms of this CIA; and (b) Bethany Lutheran's compliance with the requirements of the Federal health care programs. The documentation described above shall be made available by Bethany Lutheran 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 Bethany Lutheran'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. Bethany Lutheran shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. Bethany Lutheran's employees may elect to be interviewed with or without a representative of Bethany Lutheran present.

VIII. DOCUMENT AND RECORD RETENTION

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

IX. DISCLOSURES

Consistent with HHS's FOIA procedures, set forth in 45 C.F.R. Part 5, OIG shall make a reasonable effort to notify Bethany Lutheran prior to any release by OIG of information submitted by Bethany Lutheran pursuant to its obligations under this CIA and identified upon submission by Bethany Lutheran as trade secrets, or information that is commercial or financial and privileged or confidential, under the FOIA rules. With respect to such releases, Bethany Lutheran shall have the rights set forth at 45 C.F.R. § 5.65(d).

X. BREACH AND DEFAULT PROVISIONS

Bethany Lutheran is expected to fully and timely comply with all of its CIA obligations.

A. Stipulated Penalties for Failure to Comply with Certain Obligations

As a contractual remedy, Bethany Lutheran and OIG hereby agree that failure to comply with certain obligations as set forth in this CIA may lead to the imposition of the following monetary penalties (hereinafter referred to as "Stipulated Penalties") in accordance with the following provisions.

1. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day Bethany Lutheran fails to establish and implement any of the following obligations as described in Section III:

- a. a Compliance Officer;
- b. a Compliance Committee;
- c. Quality of Care Review Program;
- d. a Dashboard;
- e. the Board of Directors compliance obligations;
- f. a written Code of Conduct;
- g. written Policies and Procedures;
- h. the training of Covered Persons, Relevant Covered Persons, and Board Members;
- i. a Disclosure Program;
- j. Ineligible Persons screening and removal requirements;
- k. notification of Government investigations or legal proceedings; and
- l. reporting of Reportable Events.

2. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day Bethany Lutheran fails to engage and use an IRO, as required in Section III.D, Appendix A, Appendix B, and Appendix C.

3. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day Bethany Lutheran fails to submit the Implementation Report or any Annual Reports to OIG in accordance with the requirements of Section V by the deadlines for submission.

4. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day Bethany Lutheran fails to submit any MDS Review Report, Therapy Systems Assessment Report, Unallowable Cost Review Report, or response to any Therapy Systems Assessment Report in accordance with the requirements of Section III.D, Appendix B, and Appendix C.

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

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

7. A Stipulated Penalty of \$1,000 for each day Bethany Lutheran fails to comply fully and adequately with any obligation of this CIA. OIG shall provide notice to Bethany Lutheran stating the specific grounds for its determination that Bethany Lutheran has failed to comply fully and adequately with the CIA obligation(s) at issue and steps Bethany Lutheran shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after Bethany Lutheran receives this notice from OIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which OIG has sought a Stipulated Penalty under Subsections 1- 6 of this Section.

B. Timely Written Requests for Extensions

Bethany Lutheran may, in advance of the due date, submit a timely written request for an extension of time to perform any act or file any notification or report required by this CIA. Notwithstanding any other provision in this Section, if OIG grants the timely written request with respect to an act, notification, or report, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until one day after Bethany Lutheran 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 Bethany Lutheran 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 Bethany Lutheran 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 Bethany Lutheran of: (a) Bethany Lutheran's failure to comply; and (b) OIG's exercise of its contractual right to demand payment of the Stipulated Penalties. (This notification shall be referred to as the "Demand Letter.")

2. *Response to Demand Letter.* Within 10 days after the receipt of the Demand Letter, Bethany Lutheran shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties or (b) request a hearing before an HHS administrative law judge (ALJ) to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.E. In the event Bethany Lutheran elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until Bethany Lutheran cures, to OIG's satisfaction, the alleged breach in dispute. Failure to respond to the Demand Letter in one of these two manners within the allowed time period shall be considered a material breach of this CIA and shall be grounds for exclusion under Section X.D.

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

4. *Independence from Material Breach Determination.* Except as set forth in Section X.D.1.c, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OIG's decision that Bethany Lutheran has materially breached this CIA, which decision shall be made at OIG's discretion and shall be governed by the provisions in Section X.D, below.

D. Exclusion for Material Breach of this CIA

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

- a. a repeated or flagrant violation of the obligations under this CIA, including, but not limited to, the obligations addressed in Section X.A;
- b. a failure by Bethany Lutheran to report a Reportable Event, take corrective action, and make the appropriate refunds, as required in Section III.I;
- c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.C; or
- d. a failure to engage and use an IRO in accordance with Section III.D, Appendix A, and Appendix B.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by Bethany Lutheran constitutes an independent basis for Bethany Lutheran's exclusion from participation in the Federal health care programs. Upon a determination by OIG that Bethany Lutheran has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify Bethany Lutheran of: (a) Bethany Lutheran'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.* Bethany Lutheran 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. Bethany Lutheran is in compliance with the obligations of the CIA 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) Bethany Lutheran has begun to take action to cure the material breach; (ii) Bethany Lutheran is pursuing such action with due diligence; and (iii) Bethany Lutheran has

provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30 day period, Bethany Lutheran fails to satisfy the requirements of Section X.D.3, OIG may exclude Bethany Lutheran from participation in the Federal health care programs. OIG shall notify Bethany Lutheran in writing of its determination to exclude Bethany Lutheran. (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 Bethany Lutheran’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. After the end of the period of exclusion, Bethany Lutheran 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 Bethany Lutheran of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CIA, Bethany Lutheran shall be afforded certain review rights comparable to the ones that are provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. Part 1005 as if they applied to the Stipulated Penalties or exclusion sought pursuant to this CIA. Specifically, OIG’s determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an HHS ALJ and, in the event of an appeal, the HHS Departmental Appeals Board (DAB), in a manner consistent with the provisions in 42 C.F.R. § 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within 10 days after receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for Stipulated Penalties under this CIA shall be: (a) whether Bethany Lutheran was in full and timely compliance with the obligations of this CIA for which OIG demands payment; and (b) the period of noncompliance. Bethany Lutheran shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. OIG shall not have the right to appeal to the DAB an adverse

ALJ decision related to Stipulated Penalties. If the ALJ agrees with OIG with regard to a finding of a breach of this CIA and orders Bethany Lutheran to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless Bethany Lutheran requests review of the ALJ decision by the DAB. If the ALJ decision is properly appealed to the DAB and the DAB upholds the determination of OIG, the Stipulated Penalties shall become due and payable 20 days after the DAB issues its decision.

3. *Exclusion Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a material breach of this CIA shall be:

- a. whether Bethany Lutheran was in material breach of this CIA;
- 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) Bethany Lutheran had begun to take action to cure the material breach within that period; (ii) Bethany Lutheran has pursued and is pursuing such action with due diligence; and (iii) Bethany Lutheran provided to OIG within that period a reasonable timetable for curing the material breach and Bethany Lutheran 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 Bethany Lutheran, only after a DAB decision in favor of OIG. Bethany Lutheran's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude Bethany Lutheran 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 Bethany Lutheran 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. Bethany Lutheran shall waive its right to any notice of such an exclusion if a decision upholding the exclusion is rendered by the ALJ or DAB. If the DAB finds in favor of

Bethany Lutheran, Bethany Lutheran shall be reinstated effective on the date of the original exclusion.

4. *Finality of Decision.* The review by an ALJ or DAB provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CIA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this CIA.

XI. EFFECTIVE AND BINDING AGREEMENT

Bethany Lutheran and OIG agree as follows:

A. This CIA shall be binding on the successors, assigns, and transferees of Bethany Lutheran.

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

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

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

E. The undersigned Bethany Lutheran signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG signatory represents that he is signing this CIA in his official capacity and that he is authorized to execute this CIA.

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

ON BEHALF OF BETHANY LUTHERAN

/Mike Van Sickle/

MIKE VAN SICKLE
Chief Executive Officer
Bethany Lutheran Home

May 30, 2012

DATE

/Monte Bracker/

MONTE BRACKER
Board Chair
Bethany Lutheran Home

5/30/2012

DATE

/Julie Knutson/

JULIE KNUTSON
Baird Holm LLP
Counsel for Bethany Lutheran

May 30, 2012

DATE

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

/Gregory E. Demske/

5/31/2012

GREGORY E. DEMSKE
Chief Counsel to the Inspector General
Office of Inspector General
U. S. Department of Health and Human Services

DATE

/Katie A. Arnholt/

5/31/2012

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

DATE

APPENDIX A

INDEPENDENT REVIEW ORGANIZATION(S)

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

A. IRO Engagement

1. Bethany Lutheran 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.10 of the CIA or any additional information submitted by Bethany Lutheran in response to a request by OIG, whichever is later, OIG will notify Bethany Lutheran if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, Bethany Lutheran may continue to engage the IRO.

2. If Bethany Lutheran engages a new IRO during the term of the CIA, this IRO shall also meet the requirements of this Appendix. If a new IRO is engaged, Bethany Lutheran shall submit the information identified in Section V.A.10 of the CIA to OIG within 30 days of engagement of the IRO. Within 30 days after OIG receives this information or any additional information submitted by Bethany Lutheran at the request of OIG, whichever is later, OIG will notify Bethany Lutheran if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, Bethany Lutheran may continue to engage the IRO.

B. IRO Qualifications

The IRO shall:

1. assign individuals to conduct the Minimum Data Set (MDS) Review who have expertise in the MDS requirements, Resource Utilization Group determination, claims submission, and other requirements of the Medicare Prospective Payment System for skilled nursing facilities and in the general requirements of the Federal health care program(s) from which Bethany Lutheran seeks reimbursement;

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

3. assign individuals to conduct the coding review portions of the MDS Review who have a nationally recognized MDS or Resident Assessment Instrument

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

4. assign individuals to conduct the Unallowable Cost Review who have expertise in the requirements relating completing and filing cost reports to Medicare and the Iowa Medicaid Program.

5. assign individuals to conduct the Therapy Systems Assessment who have expertise in the Medicare requirements relating to rehabilitation therapy in skilled nursing facilities and in the general requirements of the Federal health care program(s) from which Bethany Lutheran seeks reimbursement.

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

C. IRO Responsibilities

The IRO shall:

1. perform each MDS Review, Therapy Systems Assessment, and Unallowable Cost Review in accordance with the specific requirements of the CIA;

2. follow all applicable Medicare rules and reimbursement guidelines in making assessments in the MDS Review;

3. if in doubt of the application of a particular Medicare 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 Section III.D of the CIA and Appendix B and Appendix C to the CIA.

D. IRO Independence and Objectivity

The IRO must perform the MDS Review, Therapy Systems Assessment, and Unallowable Cost Review in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the United States Government Accountability Office.

E. IRO Removal/Termination

1. *Provider and IRO.* If Bethany Lutheran terminates its IRO or if the IRO withdraws from the engagement during the term of the CIA, Bethany Lutheran 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. Bethany Lutheran 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 Bethany Lutheran to engage a new IRO in accordance with Paragraph A of this Appendix. Bethany Lutheran must engage a new IRO within 60 days of termination of the IRO.

Prior to requiring Bethany Lutheran to engage a new IRO, OIG shall notify Bethany Lutheran 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, Bethany Lutheran 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 Bethany Lutheran prior to requiring Bethany Lutheran to terminate the IRO. However, the final determination as to whether or not to require Bethany Lutheran to engage a new IRO shall be made at the sole discretion of OIG.

APPENDIX B

MDS REVIEW

A. MDS Review.

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

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

2. *Discovery Sample.* The IRO shall randomly select a sample of 50 Paid Claims (Discovery Sample) and conduct the MDS Review (as defined below).

If the Error Rate (as defined above) for the Discovery Sample is less than 5%, no additional sampling is required, nor is the MDS Systems Review, required. (Note: The guidelines listed above do not imply that this is an acceptable error rate. Accordingly, Bethany Lutheran should, as appropriate, further analyze any errors identified in the Discovery Sample. Bethany Lutheran 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 and conduct a MDS Review on the Full Sample. 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. 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 Bethany Lutheran 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. *MDS Review.*

- a. The IRO shall obtain all appropriate medical records, billing records, and related supporting documentation.
- b. For each Paid Claim selected in the Discovery and Full Sample, the IRO shall review the Minimum Data Set (MDS) and the medical record documentation supporting the MDS. The review process shall consist of an evaluation of the MDS and verification that each MDS entry that affects the RUG code outcome for the MDS is supported by the medical record for the corresponding period of time consistent with the assessment reference date specified on the MDS.
- c. The IRO shall perform an evaluation of the data on the Paid Claim and determine whether the variables that affect the RUG assignment outcome for the MDS are supported by the medical record for the corresponding time period consistent with the assessment reference date specified in the MDS. This shall include the following issues:
 - i. The accuracy of the MDS coding based on the documentation within the medical record.

- ii. Verification of medical necessity in the medical record by verifying the presence of physician orders for the services reflected as necessary in the MDS.
- iii. The accuracy of the associated Paid Claims. At a minimum, these shall be reviewed for the following:
 - A. Coverage Period;
 - B. Revenue Codes;
 - C. HIPPS codes (RUG categories and the modifiers for assessment type); and
 - D. Units of service.
- d. In those cases where an incorrect MDS data point(s) has been identified, the IRO shall re-enter data from that MDS into the IRO's grouper software to verify that the correct RUG code assignment was properly assigned on the Paid Claim. If an incorrect RUG code was assigned, this shall be considered an error.
- e. If there is insufficient support for an MDS data point(s) that results in a downward change in RUG assignment, the IRO shall consider the dollar difference to be an overpayment.
- f. If an incorrect RUG was used, but it did not result in an overpayment, it shall be noted in the MDS Audit Report.

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

- a. a review of Bethany Lutheran's billing and coding systems and processes relating to claims submitted to Medicare Part A (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.

6. *Other Requirements.*

- a. Supporting Documentation. The IRO shall request all documentation and materials required for the MDS Review as part of the Discovery Sample or Full Sample (if applicable), and Bethany Lutheran shall furnish such documentation and materials to the IRO, prior to the IRO initiating its MDS Review of the Discovery Sample or Full Sample (if applicable). If the IRO accepts any supplemental documentation or materials from Bethany Lutheran after the IRO has completed its initial MDS Review of the Discovery Sample or Full Sample (if applicable) (Supplemental Documentation), the IRO shall identify in the MDS Review Report the Supplemental Documentation, the date the Supplemental Documentation was accepted, and the relative weight the IRO gave to the Supplemental Documentation in its review. In addition, the IRO shall include a narrative in the MDS Review Report describing the process by which the Supplemental Documentation was accepted and the IRO's reasons for accepting the Supplemental Documentation.
- b. Paid Claims without Supporting Documentation. Any Paid Claim for which Bethany Lutheran cannot produce documentation sufficient to support the Paid Claim shall be considered an error and the total reimbursement received by Bethany Lutheran 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).

B. MDS Review Report. The following information shall be included in the MDS Audit Review Report for each Discovery Sample and Full Sample (if applicable).

1. *MDS Review Methodology.*

- a. MDS Audit Population. A description of the Population subject to the MDS Review.

- b. MDS Review Objective. A clear statement of the objective intended to be achieved by the MDS Review.
- c. Source of Data. A description of the specific documentation relied upon by the IRO when performing the MDS 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 MDS Review was conducted and what was evaluated.
- e. Supplemental Documentation. A description of any Supplemental Documentation 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. *MDS Review Findings.*

- a. Narrative Results.
 - i. A description Bethany Lutheran’s billing and coding system(s) for submission of claims to Medicare Part A, 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 MDS 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 Bethany Lutheran (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 Bethany Lutheran.
- 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 MDS Review results that includes the following information for each Paid Claim: Federal health care program billed, beneficiary health insurance claim number, date of service, code submitted, code reimbursed, allowed amount reimbursed by payor, correct code (as determined by the IRO), correct allowed amount (as determined by the IRO), dollar difference between allowed amount reimbursed by payor and the correct allowed amount.

c. Recommendations. The IRO's report shall include any recommendations for improvements to Bethany Lutheran's billing and coding system based on the findings of the MDS Review

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

- a. the strengths and weaknesses in Bethany Lutheran's medical record documentation, coding process, billing system, policies and procedures, internal controls, or reporting mechanisms;

- b. the strengths and weaknesses in Bethany Lutheran's medical record documentation, coding process, billing system, policies and procedures, internal controls or reporting mechanisms; and
- c. possible improvements to Bethany Lutheran's medical record documentation, coding process, billing system, policies and procedures, internal controls or reporting mechanisms 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 MDS Review and (2) performed the MDS Review.

APPENDIX C

THERAPY SYSTEMS ASSESSMENT

A. Therapy Systems Assessment.

1. For each Reporting Period, the IRO shall assess the effectiveness, reliability, and thoroughness of Bethany Lutheran's oversight of its therapy contractor, including, but not limited to, ensuring the contractor:
 - a. provides only skilled rehabilitation therapy that is: (1) pursuant to an individualized plan of care; (2) consistent with the nature and severity of the resident's individual illness or injury; (3) in compliance with accepted standards of medical practice; (4) reasonable in terms of in terms of duration and quantity; and (5) reasonable and necessary given the resident's condition, prior level of function, and expected outcomes.
 - b. complies with Medicare program requirements relating to the tracking of therapy minutes (e.g., only includes services that are inherently complex and require the skills of physical, speech, or occupational therapists, among other types of professionals; appropriately accounts for group and concurrent therapy);
 - c. complies with all Medicare and Bethany Lutheran requirements relating to the documentation of medical records;
 - d. obtains an assessment, by a physician, of the resident's restoration potential and that the condition of the resident will improve materially in a reasonable and generally predictable period of time or that the services are necessary for the establishment of a safe and effective maintenance program; and
 - e. receives appropriate and effective training that, at a minimum, includes the subject matters set forth in Section III.C.2.b of the CIA.
2. If, at any time during the term of the CIA, Bethany Lutheran no longer contracts for the provision of therapy services to its residents and, instead, provides therapy services through its own employees or other arrangement, the IRO shall assess the effectiveness, reliability, and thoroughness of Bethany Lutheran's oversight of those therapy services, including, but not limited to, the areas described in Section A.1.

3. In conducting the Therapy Systems Assessments, the IRO shall, at a minimum, review policies and procedures, medical records, and other therapy-related documentation, observe the provision of therapy services at Bethany Lutheran, observe therapy-related care planning meetings, and interview key employees and contractors. Bethany Lutheran shall take all necessary steps to ensure the IRO has access to Bethany Lutheran's facilities, documents, employees, and contractors to perform the activities set forth in this Section A.3 in a legally and clinically appropriate manner.

B. Therapy Systems Assessment Report.

1. The IRO shall submit a written report to Bethany Lutheran and OIG (hereinafter the "Therapy Systems Assessment Report") that sets forth, at a minimum:

- a. A summary of the IRO's activities in conducting the Therapy Systems Assessment;
- b. The IRO's findings regarding the effectiveness, reliability, and thoroughness of the oversight described in Section A.1;
- c. The IRO's recommendations to Bethany Lutheran as to how to improve the effectiveness, reliability, and thoroughness of the oversight described in Section A.1; and
- d. The IRO's assessment of Bethany Lutheran's response to the IRO's recommendations in the prior Therapy Systems Assessment Reports (this does not need to be included in the Therapy Systems Assessment Report for the first Reporting Period).
- e. The names and credentials of the individuals who performed the Therapy Systems Assessment.

2. The IRO shall submit each Therapy Systems Assessment Report to Bethany Lutheran and OIG no later than 30 days after the end of each Reporting Period.

C. Bethany Lutheran's Response to the IRO's Therapy System Assessment Report. Within 30 days after receipt of each IRO Therapy Systems Assessment Report, Bethany Lutheran shall submit to OIG and the IRO a written response to each recommendation contained in the Therapy Systems Assessment Report stating what action Bethany Lutheran took in response to each recommendation or why Bethany Lutheran has not elected to take action based on the recommendation.