

**CORPORATE INTEGRITY AGREEMENT  
BETWEEN THE  
OFFICE OF INSPECTOR GENERAL  
OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
GGNSC HOLDINGS LLC, GGNSC DECATUR II LLC, D/B/A GOLDEN LIVINGCENTER  
– GLENWOOD, GGNSC ATLANTA LLC, D/B/A GOLDEN LIVINGCENTER – DUNWOODY,  
FORMERLY KNOWN AS GOLDEN LIVINGCENTER – NORTHSIDE**

**I. PREAMBLE**

GGNSC Holdings LLC, GGNSC Decatur II LLC, d/b/a Golden LivingCenter – Glenwood, GGNSC Atlanta LLC, d/b/a Golden LivingCenter – Dunwoody, formerly known as Golden LivingCenter – Northside, and GGNSC Holdings LLC’s subsidiaries and affiliates that own, operate, manage, or provide support or administrative services to operators of skilled nursing facilities (GGNSC) hereby enter 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, GGNSC is entering into a Settlement Agreement with the United States.

GGNSC has maintained a voluntary compliance program (“Compliance Program”) for many years. The Compliance Program currently includes, among other things, a Chief Ethics & Compliance Officer, a Compliance Committee, a Code of Conduct and Business Ethics, written policies and procedures, a disclosure program that allows for the confidential disclosure and investigation of potential compliance violations, screening measures for Ineligible Persons (as defined below), regular compliance training for employees, various compliance auditing programs, and oversight from GGNSC’s Board of Directors. GGNSC represents that its Compliance Program was and continues to be aimed at GGNSC’s goal of promoting the highest standards of professionalism, ethics, and integrity in the delivery of resident care and the conduct of GGNSC's business practices. GGNSC will continue to operate its Compliance Program throughout the term of this CIA, will modify its Compliance Program when appropriate, and will ensure that its Compliance Program complies with this CIA.

**II. TERM AND SCOPE OF THE CIA**

A. The period of the compliance obligations assumed by GGNSC 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, unless otherwise specified. Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a “Reporting Period.”

B. This CIA applies to any long term care facility within GGNSC’s District 63 in which GGNSC has an ownership or control interest, as defined in 42 U.S.C. § 1320a-3(a)(3), and any long term care facility within GGNSC’s District 63 managed by GGNSC, which includes, at a minimum:

1. GGNSC Tucker Briarwood LLC, d/b/a Golden LivingCenter – Briarwood, currently located at 3888 LaVista Road, Tucker, Georgia;
2. GGNSC Decatur III LLC, d/b/a Golden LivingCenter – Decatur, currently located at 2787 North Decatur Road, Decatur, Georgia;
3. GGNSC Decatur II LLC, d/b/a Golden LivingCenter – Glenwood, currently located at 4115 Glenwood Road, Decatur, Georgia;
4. GGNSC Marietta LLC, d/b/a Golden LivingCenter – Kennestone, currently located at 613 Roselane St NW, Marietta, Georgia;
5. GGNSC Atlanta LLC, d/b/a Golden LivingCenter – Dunwoody, formerly known as Golden LivingCenter – Northside, currently located at 5470 Meridian Mark Road, Atlanta, Georgia; and
6. GGNSC Lawrenceville, d/b/a Golden LivingCenter - Medical Arts, 213 Scenic Highway, Lawrenceville, Georgia (which as of the Effective Date is not currently operating and, as such, has no residents, but this CIA shall apply to any successor facility opened by GGNSC during the term of the CIA utilizing GGNSC's certificate of need for Medical Arts at the time such successor facility opens and begins accepting residents).

C. Sections VII, X, and XI shall expire no later than 120 days after OIG’s receipt of: (1) GGNSC’s final annual report; or (2) any additional materials submitted by GGNSC pursuant to OIG’s request, whichever is later.

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

1. **Organizational Terms.** The following definitions reflect GGNSC’s organizational structure in place on the Effective Date.

- a. “Facility” means any long term care facility providing skilled nursing care within GGNSC’s District 63 in which GGNSC has an ownership or control interest, as defined in 42 U.S.C. § 1320a-3(a)(3), and any long term care facility providing skilled nursing care within GGNSC’s District 63 that is managed by GGNSC, such as the Facilities listed in Section II.B above.
  - b. “District” means a group of long term care facilities within an organizational unit led by a Director of Operations.
  - c. “Region” means a group of Districts led by a Vice President of Operations.
  - d. “Corporate” includes those functions and employees that are administered by officers or employees who do not report, directly or indirectly, to a Vice President of Operations.
2. “District 63” refers to the District within GGNSC that includes the Facilities listed in Section II.B above and any Facility acquired by GGNSC within the metro Atlanta area during the period of the CIA.
3. “Covered Persons” includes:
- a. all owners who are natural persons, officers, and directors of GGNSC;
  - b. all employees who provide services within District 63, whether at the Facility or District level;
  - c. all Clinical Services, Legal, Audit, and Compliance employees who provide services, directly or indirectly, to or on behalf of District 63;
  - d. all Corporate or Regional employees who make or are involved in staffing decisions for District 63; and
  - e. all contractors, subcontractors, agents, and other persons who, for District 63: (1) are involved directly or indirectly in the delivery of resident care; (2) make assessments of residents that affect treatment decisions or reimbursement; (3) perform billing, coding, audit, or review functions; (4) make decisions or provide oversight

about staffing, care, reimbursement, policies and procedures, or this CIA; or (5) perform any function that relates to or is covered by this CIA, including individuals who (i) are responsible for quality assurance, compliance, legal, audit, and clinical services, (ii) set policies or procedures, or (iii) make staffing decisions.

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 GGNSC are not Covered Persons, regardless of the hours worked per year in GGNSC.

4. “Relevant Covered Persons” includes all Covered 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; (3) perform reviews of resident care; or (4) make decisions or provide oversight about staffing, resident care, reimbursement, policies and procedures, or this CIA.

### **III. CORPORATE INTEGRITY OBLIGATIONS**

GGNSC has in place and shall maintain a Compliance Program that includes the following elements:

#### **A. Compliance Responsibilities of Chief Compliance Officer, Compliance Committee, and Board of Directors**

1. *Chief Compliance Officer.* GGNSC has and shall maintain for the term of the CIA a Chief Compliance Officer. The Chief 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, Federal health care program requirements, and professionally recognized standards of care. The Chief Compliance Officer shall also be responsible for monitoring the day-to-day compliance activities engaged in by GGNSC and any reporting obligations created under this CIA. The Chief Compliance Officer shall ensure that GGNSC is appropriately identifying and correcting quality of care problems. The Chief Compliance Officer must have sufficient compliance and quality assurance experience to effectively oversee the implementation of the requirements of this CIA. The Chief Compliance Officer shall be a member of senior management of GGNSC, shall report directly to the Chief Executive Officer of GGNSC,

shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of GGNSC, and shall be authorized to report on such matters to the Board of Directors at any time. The Chief Compliance Officer shall not be or be subordinate to the General Counsel or Chief Financial Officer. The Chief Compliance Officer and members of the Compliance Office shall not hold positions or act as legal counsel for GGNSC. Any noncompliance job responsibilities of the Chief Compliance Officer shall be limited and must not interfere with the Chief Compliance Officer's ability to perform the duties outlined in this CIA.

GGNSC shall not assert a privilege to OIG with respect to legal advice or counsel GGNSC obtains after the Effective Date and during the term of the CIA from the Chief Compliance Officer or any employee reporting to the Chief Compliance Officer regarding (a) Federal health care programs, statutes, and regulations, or (b) compliance with the terms of this CIA. The Chief Compliance Officer or any employee reporting to the Chief Compliance Officer may seek legal advice from internal or external attorneys outside the Compliance Office without waiving any applicable privilege.

GGNSC shall report to OIG, in writing, any changes in the identity of the Chief Compliance Officer, or any actions or changes that would affect the Chief 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.* GGNSC has and shall maintain a Compliance Committee (hereinafter "Compliance Committee") for the term of the CIA.

- a. *General Responsibilities.* The purpose of this committee shall be to support the Chief Compliance Officer in fulfilling his/her responsibilities (e.g., developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA, Federal health care program requirements, and professionally recognized standards of care; monitoring the day-to-day compliance activities engaged in by GGNSC; monitoring any reporting obligations created under this CIA; and ensuring that GGNSC is appropriately identifying and correcting quality of care problems). The Compliance Committee shall, at a minimum, include the Chief Compliance Officer, representatives from among senior personnel responsible for clinical operations and quality of care, human resources, operations, corporate medical director, and any other appropriate officers or individuals necessary to thoroughly

implement the requirements of this CIA. The Chief Executive Officer shall chair the Compliance Committee.

The Compliance Committee shall meet, at a minimum, bimonthly. For each scheduled Compliance Committee meeting, senior management of GGNSC shall report to the Compliance Committee on the adequacy of care being provided by GGNSC in District 63 and senior representatives from District 63 facilities shall be chosen, on a rotating and random basis, to report to the Compliance Committee on the adequacy of care being provided at their facilities.

GGNSC shall report to OIG, in writing, any changes in the composition of the Compliance Committee, 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 the change.

- b. *Quality of Care Review Program.* The Compliance Committee shall ensure that, within 120 days after the Effective Date, GGNSC establishes and implements a program for performing internal quality audits and reviews, (hereinafter "Quality of Care Review Program").
  - i. The Quality of Care Review Program shall utilize MDS Quality Indicator and Quality Measure (QI/QM) data to generate reports, including:
    - (a) Facility reports, showing the facility-level QI/QM values and information on the MDS assessments underlying these values;
    - (b) Facility Comparison Reports: a summary table that includes QI/QM values for each facility covered by the CIA, permitting comparison of QI/QM values among facilities;
    - (c) District Comparison Reports: a summary report comparing District 63's QI/QM values to other Districts' QI/QM values; and

- (d) Resident Reports: a resident-level report showing which QI/QM values were triggered by each resident in the District 63 Facility Report.
      - ii. Utilizing the internal quality audits and reviews, the QI/QM reports, and analysis of survey data, the Quality of Care Review Program shall make findings as to:
        - (a) whether the residents in District 63 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 GGNSC is effectively reviewing quality of care related incidents and completing root cause analyses within District 63; and
        - (c) whether GGNSC's action plans in response to identified quality of care problems within District 63 are appropriate, timely, implemented, and enforced.
    - c. *Quality of Care Dashboard.* The Compliance Committee shall maintain the Quality of Care Dashboard (Dashboard), which will function as a performance scorecard for District 63. Quality indicator and quality measure data shall be collected and reported on the Dashboard. Within 120 days after the Effective Date, the Compliance Committee shall:
      - (1) identify and establish the overall quality improvement goals for GGNSC for District 63 based on its assessment of District 63's quality of care risk areas;
      - (2) identify and establish the quality indicators and quality measures related to those goals that GGNSC will monitor for District 63 through the Dashboard; and
      - (3) establish performance metrics for District 63 for each quality indicator and quality measure.The Compliance Committee shall measure, analyze, and track the performance metrics for the quality indicators and quality measures on a monthly basis, monitoring progress towards the quality improvement goals. At least semi-annually, the Compliance Committee shall review the quality indicators and quality measures to determine if revisions are appropriate

and shall make any necessary revisions based on such review. In addition, the Compliance Committee shall revise the Quality of Care Dashboard in accordance with any revisions recommended by the Independent Monitor. However, if GGNSC disagrees with any such recommendation, in whole or in part, it may so notify OIG in writing and request a decision on the need to implement the Independent Monitor's recommendation.

3. *Board of Directors Committee.* Within 90 days after the Effective Date, GGNSC shall create a committee as part of its Board of Directors (hereinafter "Board of Directors Committee").

- a. *General Responsibilities.* The purpose of the Board of Directors Committee shall be to provide oversight of matters related to GGNSC's compliance with the requirements set forth in this CIA, Federal health care program requirements, and professionally recognized standards of care. The individuals who serve on the Board of Directors Committee shall be readily available to the Chief Compliance Officer and the Monitor required under this CIA to respond to any issues or questions that might arise. The Board of Directors Committee shall, at a minimum:
  - i. meet at least quarterly to oversee GGNSC's Compliance Program, including, but not limited to, the performance of the Chief Compliance Officer and the Compliance Committee;
  - ii. review the adequacy of GGNSC's system of internal controls, quality assurance monitoring, and resident care;
  - iii. ensure that GGNSC's response to state, federal, internal, and external reports of quality of care issues is complete, thorough, and resolves the issue(s) identified;
  - iv. ensure that GGNSC adopts and implements policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA, Federal health care program requirements, and professionally recognized standards of care; and

- v. review and respond to the Dashboard and ensure that GGNSC implements effective responses when potential quality problems are indicated on the Dashboard or when quality indicators and quality measures show that GGNSC is not meeting its established goals.

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

- b. *Board Resolution.* For the Implementation Report required under Section V.A and for each Reporting Period of the CIA, the Board of Directors shall adopt a resolution (consistent with the bylaws for adopting resolutions) summarizing the Board of Directors Committee's review and oversight of GGNSC's compliance with the requirements set forth in this CIA, Federal health care program requirements, and professionally recognized standards of care. Each individual member of the Board of Directors Committee shall sign a statement indicating that he or she agrees with the resolution. At a minimum, the resolution shall include the following language:

"The Board of Directors has made a reasonable inquiry into the operations of GGNSC's Compliance Program, including the performance of the Chief Compliance Officer and the Compliance Committee. The Board of Directors has also provided oversight on quality of care issues. Based on its inquiry and review, the Board of Directors has concluded that, to the best of its knowledge, GGNSC has implemented an effective compliance program to meet Federal health care program requirements and professionally recognized standards of care."

If the Board of Directors is unable to provide such a conclusion in the resolution, the Board of Directors shall include in the written resolution a written explanation of the reasons why it is unable to provide the conclusion and the

steps it is taking to ensure that GGNSC implements an effective Compliance Program.

B. Written Standards

1. *Code of Conduct.* GGNSC has and shall maintain for the term of the CIA a written Code of Conduct that is distributed to all Covered Persons. GGNSC shall continue to 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. GGNSC'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. GGNSC's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with GGNSC's own Policies and Procedures as implemented pursuant to Section III.B (including the requirements of this CIA);
- c. the requirement that all of GGNSC's Covered Persons shall be expected to report to the Chief Compliance Officer, or other appropriate individual designated by GGNSC, suspected violations of any Federal health care program requirements or of GGNSC's own Policies and Procedures;
- d. the requirement that all of GGNSC's Covered Persons shall immediately report to the Chief Compliance Officer, or other appropriate individual designated by GGNSC, credible allegations of resident harm and such report shall be complete, full, and honest;
- e. the possible consequences to both GGNSC and Covered Persons of failure to comply with Federal health care program requirements and with GGNSC's own Policies and Procedures and the failure to report such noncompliance; and
- f. the right of all individuals to use the Disclosure Program described in Section III.E, and GGNSC'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 GGNSC'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.

GGNSC 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, GGNSC shall implement written Policies and Procedures for District 63 regarding the operation of GGNSC's compliance program, including the compliance program requirements outlined in this CIA, and GGNSC's compliance with Federal health care program requirements. At a minimum, the Policies and Procedures shall address:

- a. the compliance program requirements outlined in this CIA;
- b. the requirements applicable to Medicare's Prospective Payment System (PPS) for skilled nursing facilities, 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; ensuring that GGNSC is appropriately and accurately using the current Resource Utilization Groups (RUG) classification system; and ensuring the accuracy of billing and cost report preparation policies and procedures;
- c. compliance with the completion of accurate clinical assessments as required by applicable Federal law, which shall include: (1) that all resident care information be recorded in ink or permanent print; (2) that corrections shall only be made in accordance with accepted health information management standards; (3) that erasures shall not be allowable; and (4) that clinical records may not be rewritten

or destroyed to hide or otherwise make a prior entry unreadable or inaccessible;

- d. compliance with Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5, and all regulations, directives, and guidelines promulgated pursuant to these statutes, including, but not limited to, 42 C.F.R. Parts 424 and 483, and any other state or local statutes, regulations, directives, or guidelines that address quality of care in nursing homes, as well as professionally recognized standards of health care;
- e. the coordinated interdisciplinary approach to providing care, including but not limited to the following areas addressed in 42 C.F.R. § 483:
  - i. resident rights;
  - ii. admission, transfer, and discharge rights;
  - iii. resident behavior and facility practices;
  - iv. quality of life;
  - v. resident assessment;
  - vi. quality of care;
  - vii. nursing services;
  - viii. dietary services;
  - ix. physician services;
  - x. specialized rehabilitative services;
  - xi. dental services;
  - xii. pharmacy services;
  - xiii. infection control;
  - xiv. physical environment; and
  - xv. administration.
- f. staffing, including, but not limited to:
  - i. ensuring that nursing staff levels are sufficient to meet residents' needs, as required by Federal and state laws, including, but not limited to, 42 C.F.R. § 483.30 (nursing services);
  - ii. specifying that, if the Director of Nursing (or other person who is making staffing decisions) believes that a staffing determination made by the Executive

Director (or designee) is not in compliance with state or Federal regulations or the CIA and significantly affects resident care, and is unable to resolve the issue through the normal chain of responsibility, then that person must immediately utilize the mechanism provided in GGNSC's Disclosure Program (described in Section III.E of this CIA) and notify the Monitor. Nothing in this subsection prohibits or prevents such person from using the Disclosure Program or contacting the Monitor without first going through the normal chain of responsibility;

- iii. ensuring that Covered Persons are informed of the staffing requirements of Federal and state law, that staffing levels are a critical aspect of resident care, and that, if any person has a concern about the level of staffing, there are many avenues available to report such concerns, including, but not limited to, the Executive Director, the Disclosure Program (as described in Section III.E of this CIA), the District Director of Operations, the Regional Vice President, or directly to the Chief Compliance Officer or Monitor; and
  - iv. minimizing the number of individuals working on a temporary assignment or not employed by GGNSC (not including those persons who are included in the definition of Covered Persons) and measures designed to create and maintain a standardized system to track the number of individuals who fall within this category so that the number/proportion of or changing trends in such staff can be adequately identified by GGNSC or the Monitor.
- g. wound care, including but not limited to:
- i. Regular (at a minimum annual) training for all certified nursing assistants on providing preventative care for pressure ulcers (a/k/a decubitus ulcers or pressure sores), including: (a) observation and monitoring of skin for conditions such as rashes, skin tears, bruises, reddened areas, blisters, and breaks in the skin; (b) timely and accurate reporting of such

observations; (c) promptly reporting such observations to the supervisory nurse; (d) appropriate turning and positioning of residents at least every two (2) hours according to the care plan; (e) following a prescribed and supervised turning schedule; and (f) utilizing proper-pressure relieving devices; and providing the same training as part of facility orientation training for newly hired certified nursing assistants;

- ii. Regular (at a minimum annual) training for all licensed nurses on providing preventative care for pressure ulcers (a/k/a decubitus ulcers or pressure sores), including: (a) identification of risk, cause, and breakdowns; (b) treatment alternatives; (c) observation and monitoring of skin for conditions such as rashes, skin tears, bruises, reddened areas, blisters, and breaks in the skin; (d) timely and accurate charting of such observations; (e) promptly reporting such observations to the charge nurse; (f) appropriate turning and positioning of residents at least every two (2) hours according to the care plan; (g) following a prescribed and supervised turning schedule; and (h) utilizing proper-pressure relieving devices; and providing the same training as part of facility orientation training for newly hired licensed nurses;
- iii. Measures to ensure that each resident is provided with adequate skin care, nutrition, hydration, turning, positioning, application of pressure reduction or relief devices; and clean and dry bed linens to decrease the likelihood of skin breakdown;
- iv. Use of prescribed and supervised turning schedules for turning and positioning each non-ambulatory resident at least every two hours, or more often if medically indicated (unless documented in the resident's record as contrary to medical advice of resident's treating physician), including provision for sufficient number of nursing assistants to accomplish the turning schedules, as determined by each facility's Director of Nursing;

- v. Use of proper pressure-relieving devices, including, but not limited to, pressure pads, specialized mattresses, pillows, heel protectors, and foot cradles;
- vi. Assessment of each resident upon admission for existing pressure ulcers or being at risk for developing pressure ulcers and, for each resident who has pressure ulcers or is at risk of developing pressure ulcers, performing a risk and causation assessment to develop preventative measures to avoid bruises, skin tears, and pressure ulcers;
- vii. Assessment and documentation by a licensed registered nurse of the risk and cause of each pressure ulcer, bruise, and skin tear, and development of a care plan to help prevent further deterioration of bruises, skin tears, or pressure ulcers from occurring;
- viii. Appropriate treatment of skin tears and pressure ulcers, including accurate and regular documentation of pressure ulcers;
- ix. Use of color photographs for all Stage III and Stage IV pressure ulcers upon discovery and weekly thereafter or more often if significant changes occur;
- x. Prompt communication with the resident's family member or legal representative, and with the resident's treating physician, of new skin tears, bruises, and pressure ulcers and of the improvement or worsening over time;
- xi. Oversight of wound care by a Clinical Service Consultant certified by the Wound Ostomy and Continence Nursing Certification Board (WOCNCB) or an equivalent wound care credential; and
- xii. Evaluation by the District 63 Quality of Care Review Program at least monthly of the causes of occurrences of skin tears, bruises, and pressure ulcers, including identifying trends in causation, and developing a plan for the reduction of such occurrences, to the extent that

such occurrences can be reasonably reduced; and reporting this information to the Quality of Care Review Program for the Region that oversees District 63.

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

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

C. Training and Education

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

- a. CIA requirements; and
- b. Compliance Program (including the Code of Conduct and the Policies and Procedures as they pertain to general compliance issues).

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

2. *Specific Training.* Within 90 days after the Effective Date, GGNSC shall initiate the provision of Specific Training to each Relevant Covered Person. Within the first Reporting Period, each Relevant Covered Person shall receive at least 10 hours of Specific Training pertinent to their responsibilities in addition to the General Training required above. This Specific Training shall include a discussion of:

- a. policies, procedures, and other requirements applicable to the documentation of medical records;
- b. the policies implemented pursuant to Section III.B.2 of this CIA, as appropriate for the job category of each Relevant Covered Person;
- c. the personal obligation of each individual involved in resident care to ensure that care is appropriate and meets professionally recognized standards of care;
- d. examples of proper and improper care; and
- e. legal sanctions for violations of the Federal health care program requirements.

New Relevant Covered Persons shall begin receiving this training within 10 days after the start of their employment or contract (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 10 hours of Specific Training in each subsequent Reporting Period.

3. *Periodic Training.* In addition to the Specific Training described above, GGNSC shall provide four hours of Periodic Training to all Relevant Covered Persons annually on the quality of care issues identified by the Compliance Committee. In determining what training should be performed, the Compliance Committee shall review the complaints received, satisfaction surveys, staff turnover data, any state or federal surveys, including those performed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or other such private agencies, any internal surveys, the CMS quality indicators and quality measures, and the findings, reports, and recommendations of the Monitor.

4. *Competency Based Training.* All Specific and Periodic Training required in this section shall be competency-based. Specifically, the training must be

developed and provided in such a way as to focus on Relevant Covered Persons achieving learning outcomes to a specified competency and to place emphasis on what a Relevant Covered Person has learned as a result of the training.

5. *Board Member Training.* Within 90 days after the Effective Date, GGNSC 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.

6. *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 Chief Compliance Officer (or designee) shall retain the certifications, along with all course materials and documentation evidencing that the individual attained competency in the required training areas. These shall be made available to OIG, upon request.

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

8. *Update of Training.* GGNSC shall review the training annually, and, where appropriate, update the training to reflect changes in Federal health care program requirements, any issues discovered during internal audits or by the Independent Monitor, and any other relevant information.

9. *Computer-based Training.* GGNSC may provide the training required under this CIA through appropriate computer-based training approaches. If GGNSC 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. Independent Monitor for District 63

Within 60 days after the Effective Date, GGNSC shall retain an appropriately qualified monitoring team (the “Monitor”), selected by OIG after consultation with GGNSC. The Monitor may retain additional personnel, including, but not limited to, independent consultants, if needed to help meet the Monitor’s obligations under this CIA. The Monitor may confer and correspond with GGNSC or OIG individually or together.

The Monitor and GGNSC shall not negotiate or enter into a financial relationship, other than the monitoring engagement required by this section, until after the date of OIG's CIA closure letter to GGNSC or six months after the expiration of this CIA, whichever is later.

The Monitor is not an agent of OIG. However, the Monitor may be removed by OIG at its sole discretion. If the Monitor resigns or is removed for any other reasons prior to the termination of the CIA, GGNSC shall retain, within 60 days of the resignation or removal, another Monitor selected by OIG, with the same functions and authorities.

1. *Scope of Review.* The Monitor shall be responsible with respect to District 63 for assessing the effectiveness, reliability, and thoroughness of the following:

- a. GGNSC's system for adopting, implementing, and evaluating the effectiveness of its policies and procedures on provision of care to residents;
- b. GGNSC's internal quality control systems, including, but not limited to:
  - i. whether the systems in place to promote quality of care and to respond to quality of care issues are operating in a timely and effective manner;
  - ii. whether the communication system is effective, allowing for accurate information, decisions, and results of decisions to be transmitted to the proper individuals in a timely fashion; and
  - iii. whether the training programs are effective, thorough, and competency-based.
- c. GGNSC's response to quality of care issues, which shall include an assessment of:
  - i. GGNSC's ability to identify the problem;
  - ii. GGNSC's ability to determine the scope of the problem, including, but not limited to, whether the problem is isolated or systemic;

- iii. GGNSC's ability to conduct a root cause analysis;
  - iv. GGNSC's ability to create an action plan to respond to the problem;
  - v. GGNSC's ability to execute the action plan; and
  - vi. GGNSC's ability to monitor and evaluate whether the assessment, action plan, and execution of that plan was effective, reliable, and thorough.
- d. GGNSC's proactive steps to ensure that each resident receives care in accordance with:
- i. professionally recognized standards of health care;
  - ii. the rules and regulations set forth in 42 C.F.R. Part 483;
  - iii. State and local statutes, regulations, and other directives or guidelines; and
  - iv. the Policies and Procedures adopted by GGNSC, including those implemented under Section III.B of this CIA;
- e. GGNSC's compliance with staffing requirements;
- f. GGNSC's ability to analyze and effectively utilize outcome measures, such as the CMS Quality Indicators/Quality Measures, and other data; and
- g. GGNSC's Quality of Care Dashboard required under section III.A.2.c. of this CIA.
2. *Access.* With respect to District 63, the Monitor shall have:
- a. immediate access to GGNSC, at any time and without prior notice, to assess compliance with this CIA, to assess the effectiveness of the internal quality assurance mechanisms, and to ensure that the data being generated is accurate;

- b. immediate access to:
  - i. the CMS Quality Indicators and Quality Measures;
  - ii. internal or external surveys or reports;
  - iii. Disclosure Program complaints;
  - iv. resident satisfaction surveys;
  - v. staffing data in a format agreed upon with the Monitor, including reports detailing when more than 10 percent of GGNSC's staff are hired on a temporary basis;
  - vi. reports of abuse, neglect, or an incident that required hospitalization or emergency room treatment;
  - vii. reports of any hospital admission or emergency room treatment related to a resident's wound or pressure ulcer;
  - viii. reports of any falls;
  - viii. reports of any incident involving a resident that prompts a full internal investigation;
  - ix. resident records;
  - x. documents in the possession or control of any quality assurance committee, peer review committee, medical review committee, or other such committee; and
  - xi. any other data relevant to fulfilling the duties required under this CIA;
- c. immediate access to residents, and Covered Persons for interviews outside the presence of GGNSC supervisory staff or counsel, provided such interviews are conducted in accordance with all applicable laws and the rights of such individuals. The Monitor shall give full consideration to an individual's clinical condition before interviewing a resident.

3. *Baseline Systems Assessment.* Within 60 days after the Monitor is retained by GGNSC or 120 days after the Effective Date of the CIA, whichever is later, the Monitor shall, with respect to District 63:

- a. complete an assessment of the effectiveness, reliability, scope, and thoroughness of the systems described in Section III.D.1;
- b. in conducting this assessment, visit at least two of District 63's facilities (selected by the Monitor) and, at a minimum, observe quality assurance meetings, observe corporate compliance meetings, observe care planning meetings, interview key employees, review relevant documents, and observe resident care; observe one District quality of care meeting, one Regional quality of care meeting, and a Board of Directors Committee meeting; and
- c. submit a written report to GGNSC and OIG that sets forth, at a minimum:
  - i. a summary of the Monitor's activities in conducting the assessment;
  - ii. the Monitor's findings regarding the effectiveness, reliability, scope, and thoroughness of each of the systems described in Section III.D.1; and
  - iii. the Monitor's recommendations to GGNSC as to how to improve the effectiveness, reliability, scope, and thoroughness of the systems described in Section III.D.1.

4. *Systems Improvements Assessments.* With respect to District 63, on a quarterly basis, the Monitor shall:

- a. re-assess the effectiveness, reliability, and thoroughness of the systems described in Section III.D.1;
- b. assess GGNSC's response to recommendations made in prior written assessment reports;

- c. in conducting these assessments, visit one of GGNSC's District 63 facilities (selected by the Monitor) and, at a minimum, observe quality assurance meetings, observe corporate compliance meetings, observe care planning meetings, interview key employees, review relevant documents, and observe resident care (the Monitor may also, at its discretion, have regular telephone calls with GGNSC and any of its poorer performing facilities in District 63), and observe one or more of the following: a District quality of care meeting, a Regional quality of care meeting, and a Board of Directors Committee meeting; and
- d. submit a written report to GGNSC and OIG that sets forth, at a minimum:
  - i. a summary of the Monitor's activities in conducting the assessment;
  - ii. the Monitor's findings regarding the effectiveness, reliability, scope, and thoroughness of each of the systems described in Section III.D.1;
  - iii. the Monitor's recommendations to GGNSC as to how to improve the effectiveness, reliability, scope, and thoroughness of the systems described in Section III.D.1; and
  - iv. the Monitor's assessment of GGNSC's response to the Monitor's prior recommendations.

For the first Reporting Period, the Monitor shall perform assessments for each quarter or portion of a quarter not covered by the Baseline Systems Assessment. For each subsequent Reporting Period, the Monitor shall perform quarterly assessments. The Monitor shall submit written reports no later than 30 days after the end of the relevant quarter to GGNSC, in care of the Chief Compliance Officer, and OIG.

5. *Financial Obligations of GGNSC and the Monitor.*

- a. GGNSC shall be responsible for all reasonable costs incurred by the Monitor in connection with this engagement, including, but not limited to, labor costs (direct and indirect);

consultant and subcontract costs; materials cost (direct and indirect); and other direct costs (travel, other miscellaneous).

- b. GGNSC shall pay the Monitor's bills within 30 days of receipt. Failure to pay the Monitor within 30 calendar days of submission of the Monitor's invoice for services previously rendered shall constitute a basis to impose stipulated penalties or exclude GGNSC, as provided under Section X of the CIA. While GGNSC must pay all of the Monitor's bills within 30 days, GGNSC may bring any disputed Monitor's Costs or bills to OIG's attention.
- c. The Monitor shall charge a reasonable amount for its fees and expenses, and shall submit monthly invoices to GGNSC, in care of the Chief Compliance Officer, with a reasonable level of detail reflecting all key category costs billed.
- d. The Monitor shall submit a written report for each Reporting Period representing an accounting of its costs throughout the year to GGNSC and to OIG by the submission deadline of GGNSC's Annual Report. This report shall reflect, on a cumulative basis, all key category costs included on monthly invoices.

6. *Additional GGNSC Obligations.* GGNSC shall:

- a. provide to the Monitor the MDS Quality Indicator and Quality Measure data within five days after receipt of a written request for that data from the Monitor;
- b. within 30 days after receipt of each written report of the Baseline Systems Assessment or Systems Improvement Assessments, submit a written response to OIG and the Monitor to each recommendation contained in those reports stating what action GGNSC took in response to each recommendation or why GGNSC has elected not to take action based on the recommendation;
- c. provide the Monitor a report monthly, or sooner if requested by the Monitor, regarding each of the following occurrences in District 63:

- i. Deaths or injuries related to use of restraints;
- ii. Deaths or injuries related to use of psychotropic medications
- iii. Deaths or injuries related to wounds or pressure ulcers;
- iv. Suicides;
- v. Deaths or injuries related to abuse or neglect (as defined in the applicable federal guidelines);
- vi. Fires, storm damage that poses a threat to residents or otherwise may disrupt the care provided, flooding, or major equipment failures at GGNSC;
- vii. Strikes or other work actions that could affect resident care;
- viii. Man-made disasters that pose a threat to residents (e.g., toxic waste spills); and
- viii. Any other incident that involves or causes actual harm to a resident when such incident is required to be reported to any local, state, or federal government agency.

Each such report shall contain, if applicable, the full name, social security number, and date of birth of the residents(s) involved, the date of death or incident, and a brief description of the events surrounding the death or incident.

- d. provide to its Compliance Committee and Board of Directors Committee copies of all documents and reports provided to the Monitor;
- e. ensure the Monitor's immediate access to the Facility, residents, Covered Persons, and documents, and assist in obtaining full cooperation by its current employees, contractors, and agents;
- f. provide access to current residents and provide contact

information for their families and guardians consistent with the rights of such individuals under state or federal law, and not impede their cooperation with the Monitor;

- g. assist in locating and, if requested, attempt to obtain cooperation from past employees, contractors, agents, and residents and their families;
- h. provide the last known contact information for former residents, their families, or guardians consistent with the rights of such individuals under state or federal law, and not impede their cooperation; and
- i. not sue or otherwise bring any action against the Monitor related to any findings made by the Monitor or related to any exclusion or other sanction of GGNSC under this CIA; provided, however, that this clause shall not apply to any suit or other action based solely on the dishonest or illegal acts of the Monitor, whether acting alone or in collusion with others.

7. *Additional Monitor Obligations.* The Monitor shall:

- a. abide by all state and federal laws and regulations concerning the privacy, dignity, and employee rights of all Covered Persons, and residents;
- b. abide by the legal requirements of GGNSC to maintain the confidentiality of each resident's personal and clinical records. Nothing in this subsection, however, shall limit or affect the Monitor's obligation to provide information, including information from resident clinical records, to OIG, and, when legally or professionally required, to other agencies;
- c. at all times act reasonably in connection with its duties under the CIA including when requesting information from GGNSC;
- d. submit bills to GGNSC on a consolidated basis no more than once per month and submit at the end of each Reporting Period, to both GGNSC and OIG, a report representing an accounting of its costs throughout that Reporting Period;

- e. if the Monitor has concerns about action plans that are not being enforced or systemic problems that could affect GGNSC's ability to render quality care to its residents in District 63, then the Monitor shall:
  - i. report such concerns in writing to OIG; and
  - ii. simultaneously provide notice and a copy of the report to GGNSC's Compliance Committee and Board of Directors Committee referred to in Section III.A of this CIA;
- f. where independently required to do so by applicable law or professional licensing standards, report any finding to an appropriate regulatory or law enforcement authority, and simultaneously submit copies of such reports to OIG and to GGNSC;
- g. not be bound by any other private or governmental agency's findings or conclusions, including, but not limited to, JCAHO, CMS, or the state survey agency. Likewise, such private and governmental agencies shall not be bound by the Monitor's findings or conclusions. The Monitor's reports shall not be the sole basis for determining deficiencies by the state survey agencies. The parties agree that CMS and its contractors shall not introduce any material generated by the Monitor, or any opinions, testimony, or conclusions from the Monitor as evidence into any proceeding involving a Medicare or Medicaid survey, certification, or other enforcement action against GGNSC, and GGNSC shall similarly be restricted from using material generated by the Monitor, or any opinions, testimony, or conclusions from the Monitor as evidence in any of these proceedings. Nothing in the previous sentence, however, shall preclude OIG or GGNSC from using any material generated by the Monitor, or any opinions, testimony, or conclusions from the Monitor in any action under the CIA or pursuant to any other OIG authorities or in any other situations not explicitly excluded in this subsection;

- h. abide by the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 to the extent required by law including, without limitation, entering into a business associate agreement with GGNSC; and
- i. except to the extent required by law, maintain the confidentiality of any proprietary financial and operational information, processes, procedures, and forms obtained in connection with its duties under this CIA and not comment publicly concerning its findings except to the extent authorized by OIG.

E. Disclosure Program

GGNSC has and shall maintain during the term of the CIA a Disclosure Program that includes a mechanism (e.g., a toll-free compliance telephone line) to enable individuals to disclose, to the Chief Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with GGNSC's policies, conduct, practices, or procedures with respect to quality of care or a Federal health care program believed by the individual to be a potential violation of criminal, civil, or administrative law. GGNSC 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 Chief Compliance Officer (or designee) shall gather all relevant information from the disclosing individual. The Chief 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, GGNSC shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted. If the inappropriate or improper practices places residents at risk of harm, then GGNSC will ensure that that practice ceases immediately and that appropriate action is taken.

The Chief Compliance Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received with respect to District 63 (whether anonymous or not), the status of the respective internal reviews, and any

corrective action taken in response to the internal reviews. The disclosure log shall be sent to the Monitor not less than monthly.

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.* GGNSC shall continue to ensure that all prospective and current Covered Persons are not Ineligible Persons, by implementing the following screening requirements.

- a. GGNSC 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. GGNSC shall screen all Covered Persons against the Exclusion Lists within 90 days after the Effective Date and on an annual basis thereafter.
- c. GGNSC 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 GGNSC's responsibility to refrain from (or its liability for) billing Federal health care programs for items or services furnished, ordered, or prescribed by excluded persons. GGNSC understands that items or services furnished by excluded persons are not payable by Federal health care programs and that GGNSC may be liable for overpayments and/or criminal, civil, and administrative sanctions for employing or contracting with an excluded person regardless of whether GGNSC meets the requirements of Section III.F.

3. *Removal Requirement.* If GGNSC has actual notice that a Covered Person has become an Ineligible Person, GGNSC shall remove such Covered Person from responsibility for, or involvement with, GGNSC'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 GGNSC 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, GGNSC 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 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, GGNSC shall notify OIG, in writing, of any ongoing investigation or legal proceeding known to GGNSC conducted or brought by a governmental entity or its agents involving an allegation that GGNSC 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. GGNSC 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, GGNSC 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, including but not limited to citations by federal or state surveyors that are a scope and severity level of G or higher.

#### H. Repayment of Overpayments

1. *Definition of Overpayments.* For purposes of this CIA, an “Overpayment” shall mean the amount of money GGNSC 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, GGNSC identifies any Overpayment, GGNSC 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 60 days after identification (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. If not yet quantified, within 60 days after identification, GGNSC 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. 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;
- d. the employment of or contracting with a Covered Person who is an Ineligible Person as defined by Section III.F.1.a; or
- e. insolvency or a matter that a reasonable person would consider likely to render GGNSC insolvent.

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

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

- a. a copy of the notification and repayment to the payor required in Section H.2;

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

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

5. *Reportable Events under Section III.I.1.c.* For Reportable Events under Section III.I.1.c, 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 GGNSC's action taken to correct the Reportable Event;

- c. any further steps GGNSC 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 OIG shall include:

- a. a complete description of the Reportable Event;
- b. a description of GGNSC's action taken to ensure that the Reportable Event does not adversely impact resident care;
- c. any further steps GGNSC plans to take to address the Reportable Event; and
- d. if the Reportable Event involves the filing of a bankruptcy petition, 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 GGNSC 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 60 days shall not apply to any Overpayment that may result from a probable violation of only the Stark Law that is disclosed to CMS pursuant to the SRDP.

#### **IV. CHANGES TO BUSINESS UNITS OR LOCATIONS**

A. Change or Closure of Unit or Location. In the event that, after the Effective Date, GGNSC 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, GGNSC 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, GGNSC 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, GGNSC 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 GGNSC 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, GGNSC proposes to sell any or all of its business units or locations that are subject to this CIA, GGNSC 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 OIG.

## V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 120 days after the Effective Date, GGNSC 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 Chief Compliance Officer required by Section III.A, and a summary of other noncompliance job responsibilities the Chief Compliance Officer may have;
2. the names and positions of the members of the Compliance Committee required by Section III.A;
3. the names and positions of the members of the Board of Directors Committee and a copy of the committee's charter required by Section III.A;
4. a description of the Quality of Care Review Program required by Section III.A;
5. a description of the Dashboard required by Section III.A;

6. a copy of GGNSC's Code of Conduct required by Section III.B.1;
7. 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);
8. a summary of all Policies and Procedures required by Section III.B.2 (a copy of such Policies and Procedures shall be made available to OIG upon request);
9. the following information regarding each type of training required by Section III.C:
  - a. a description of such training, including the targeted audience, the categories of personnel required to participate in the training, 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.

10. a description of the Disclosure Program required by Section III.E;
11. a description of the process by which GGNSC fulfills the requirements of Section III.F regarding Ineligible Persons;
12. a list of all of GGNSC's locations that provide services to District 63 (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(s) and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which GGNSC currently submits claims;
13. a description of GGNSC's corporate structure, including identification of any individual owners and investors, parent and sister companies, subsidiaries, and their respective lines of business, and, if applicable, landlord for each facility within District 63;

14. the certifications required by Section V.C; and
15. a copy of the Board of Directors Committee Resolution required by Section III.A.3.b.

B. Annual Reports. GGNSC shall submit to OIG annually a report with respect to the status of, and findings regarding, GGNSC'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 Chief Compliance Officer; any change in the membership of the Compliance Committee or Board of Directors Committee; and any change to the Board of Directors Committee's charter described in Section III.A;
2. a summary of activities and findings under GGNSC's Quality of Care Review Program and a summary of any corrective action taken in response to any problems identified through its Quality of Care Review Program;
3. a summary of the Compliance Committee's measurement, analysis, and tracking of the performance metrics included in GGNSC's Dashboard, GGNSC's progress towards its quality improvement goals, and any changes to the Dashboard and the reasons for such changes;
4. the Board of Directors Committee Resolution required by Section III.A.
5. the number of individuals required to complete the Code of Conduct certification required by Section III.B.1, the percentage of individuals who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be made available to OIG, upon request);
6. 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);

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

- a. a description of such training, including the targeted audience, the categories of personnel required to participate in the training, 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.

8. GGNSC's response and action plan(s) related to any written recommendations of the Monitor pursuant to Section III.D;

9. a copy of the disclosure log required under Section III.E (excluding any calls that relate solely to human resources issues);

10. a summary of Reportable Events (as defined in Section III.I) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;

11. any changes to the process by which GGNSC fulfills the requirements of Section III.F regarding Ineligible Persons;

12. 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;

13. a description of all changes to the most recently provided list of GGNSC'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 GGNSC currently submits claims; and

14. 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.

Within 180 days of the submission of each Annual Report, GGNSC shall participate in an in-person meeting with a representative of OIG to review GGNSC's performance under the CIA. OIG, in its discretion, may waive this meeting requirement.

C. Certifications

The Implementation Report and Annual Reports shall include certifications by the President and CEO, the Vice President for Operations of the Region including District 63, and the Chief Compliance Officer, under the penalty of perjury, that:

- a. to the best of his or her knowledge, except as otherwise described in the applicable report, GGNSC is in compliance with all of the requirements of this CIA; and
- b. he or she has reviewed the Report and has made reasonable inquiry regarding its content and believes that the information in the Report is accurate and truthful.

D. Designation of Information. GGNSC 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. GGNSC 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  
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### GGNSC:

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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, GGNSC 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), either instead of or in addition to, a paper copy.

## **VII. OIG INSPECTION, AUDIT, AND REVIEW RIGHTS**

In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s) may examine or request copies of GGNSC's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of GGNSC's locations for the purpose of verifying and evaluating: (a) GGNSC's compliance with the terms of this CIA; and (b) GGNSC's compliance with the requirements of the Federal health care programs. The documentation described above

shall be made available by GGNSC 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 GGNSC'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. GGNSC shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. GGNSC's employees may elect to be interviewed with or without a representative of GGNSC present.

### **VIII. DOCUMENT AND RECORD RETENTION**

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

### **X. BREACH AND DEFAULT PROVISIONS**

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

A. Specific Performance of CIA Provisions. If OIG determines that GGNSC is failing to comply with a provision or provisions of this CIA and decides to seek specific performance of any of these provisions, OIG shall provide GGNSC with prompt written notification of such determination. (This notification shall be referred to as the "Noncompliance Notice.") GGNSC shall have 35 days from receipt of the Noncompliance Notice within which to either: (1) cure the alleged failure to comply; or (2) reply in writing that GGNSC disagrees with the determination of noncompliance and request a hearing before an HHS Administrative Law Judge (ALJ), pursuant to the provisions set for in Section X.F of this CIA.

B. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, GGNSC 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 GGNSC fails to establish and effectively implement any of the following obligations as described in Section III:

- a. a Chief Compliance Officer;
- b. a Compliance Committee;
- c. the Board of Directors compliance obligations;
- d. a Quality of Care Review Program;
- e. a Dashboard;
- f. a written Code of Conduct;
- g. written Policies and Procedures;
- h. the training of Covered Persons, Relevant Covered Persons, and Board Members in the manner required by Section III.C;
- i. retention of a Monitor;
- j. a Disclosure Program;
- k. Ineligible Persons screening and removal requirements;
- l. notification of Government investigations or legal proceedings; and
- m. 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 GGNSC 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.

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

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

5. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day GGNSC fails to pay a Monitor, as required in Section III.D.5.

6. A Stipulated Penalty of \$2,500 for each day GGNSC fails to comply fully and adequately with any of its obligations with respect to the Monitor, including, but not limited to, the obligation to adequately and timely respond to any written recommendation of the Monitor, as set forth in Section III.D.6. OIG shall provide notice to GGNSC stating the specific grounds for its determination that GGNSC has failed to comply fully and adequately with the CIA obligation(s) at issue and steps GGNSC shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after GGNSC receives this notice from OIG of the failure to comply.)

7. A Stipulated Penalty of \$1,000 for each day GGNSC fails to comply fully and adequately with any obligation of this CIA. OIG shall provide notice to GGNSC stating the specific grounds for its determination that GGNSC has failed to comply fully and adequately with the CIA obligation(s) at issue and steps GGNSC shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after GGNSC 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.

C. Timely Written Requests for Extensions. GGNSC 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 GGNSC 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 GGNSC 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.

D. Payment of Stipulated Penalties

1. *Demand Letter.* Upon a finding that GGNSC has failed to comply with any of the obligations described in Section X.B and after determining that Stipulated Penalties are appropriate, OIG shall notify GGNSC of: (a) GGNSC'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, GGNSC shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) request a hearing before an HHS ALJ to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.F. In the event GGNSC elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until GGNSC 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.E.

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.E.1.d, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OIG's decision that GGNSC has materially breached this CIA, which decision shall be made at OIG's discretion and shall be governed by the provisions in Section X.E, below.

E. Exclusion for Material Breach of this CIA

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

- a. a failure by GGNSC to report a Reportable Event, take corrective action, and make the appropriate refunds, as required in Sections III.H and III.I;
- b. a repeated or flagrant violation of any obligation under this CIA, including, but not limited to, the obligations addressed in Section X.B;

- c. a violation of any obligation under this CIA that has a material impact on the quality of resident care;
- d. a failure to respond to a Noncompliance Notice concerning specific performance in accordance with Section X.A;
- e. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.D; or
- f. a failure to retain, pay, or use the Monitor, or failure to respond to the recommendations of the Monitor, in accordance with Section III.D.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by GGNSC constitutes an independent basis for GGNSC's exclusion from participation in the Federal health care programs. Upon a determination by OIG that GGNSC has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify GGNSC of: (a) GGNSC'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.") The exclusion may be directed at one or more of GGNSC's Facilities or corporate entities, depending upon the facts of the breach.

3. *Opportunity to Cure.* GGNSC 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. GGNSC 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) GGNSC has begun to take action to cure the material breach; (ii) GGNSC is pursuing such action with due diligence; and (iii) GGNSC has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, GGNSC fails to satisfy the requirements of Section X.E.3, OIG may exclude GGNSC from

participation in the Federal health care programs. OIG shall notify GGNSC in writing of its determination to exclude GGNSC. (This letter shall be referred to as the “Exclusion Letter.”) Subject to the Dispute Resolution provisions in Section X.F, below, the exclusion shall go into effect 30 days after the date of GGNSC’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, GGNSC may apply for reinstatement by submitting a written request for reinstatement in accordance with the provisions at 42 C.F.R. §§ 1001.3001-.3004.

F. Dispute Resolution

1. *Review Rights.* Upon OIG’s delivery to GGNSC of its Noncompliance Notice, Demand Letter, or Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CIA, GGNSC 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 specific performance, Stipulated Penalties, or exclusion sought pursuant to this CIA. Specifically, OIG’s determination to demand specific performance, payment of Stipulated Penalties, or 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 specific performance or 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. *Specific Performance 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 specific performance of CIA provisions shall be:

- a. whether, at the time specified in the Noncompliance Notice, GGNSC was in full and timely compliance with the obligations of this CIA for which OIG seeks specific performance; and
- b. whether GGNSC failed to cure.

GGNSC 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 specific performance. If the ALJ agrees with OIG, GGNSC shall take the actions OIG deems necessary to cure within 20 days after the ALJ issues such a decision unless GGNSC 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, GGNSC shall take the actions OIG deems necessary to cure within 20 days after the DAB issues its decision.

3. *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 GGNSC was in full and timely compliance with the obligations of this CIA for which OIG demands payment; and (b) the period of noncompliance. GGNSC 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 GGNSC to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless GGNSC 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.

4. *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 GGNSC 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) GGNSC had begun to take action to cure the material breach within that period; (ii) GGNSC has pursued and is pursuing such action with due diligence; and (iii) GGNSC provided to OIG within that period a reasonable timetable for curing the material breach and GGNSC 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 GGNSC, only after a DAB decision in favor of OIG. GGNSC's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude GGNSC 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 GGNSC 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. GGNSC 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 GGNSC, GGNSC shall be reinstated effective on the date of the original exclusion.

5. *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**

GGNSC and OIG agree as follows:

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

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 GGNSC's obligations under this CIA based on a certification by GGNSC 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 GGNSC is relieved of its CIA obligations, GGNSC will be required to notify OIG in writing at least thirty (30) days in advance if GGNSC 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 GGNSC signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG signatories represent that they are signing this CIA in their official capacities and that they are authorized to execute this CIA.

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.

G. This CIA is by and between the parties hereto. The CIA is not intended to establish any legal rights for or confer any legal rights upon any non-governmental entities or persons not a party to the CIA. The parties agree, however, that this CIA is a public document and it may be admissible in a judicial or administrative proceeding.



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

/Robert K. DeConti/

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12/21/12

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

DATE

/Laura E. Ellis/

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12-20-12

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LAURA E. ELLIS  
Senior Counsel  
Office of Inspector General  
U. S. Department of Health and Human Services

DATE