

SERVICES AGREEMENT

This SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the date of last signature to the Agreement (“**Effective Date**”), by and between Newport Independent School District (“**School**”) and The Christ Hospital Medical Associates, LLC, an Ohio limited liability company (“**Provider**”).

RECITALS

- A. TCHMA is a wholly-owned subsidiary of The Christ Hospital (“**Hospital**”), an integrated health care network that provides comprehensive inpatient and outpatient health care to patients in its service area.
- B. TCHMA is a medical practice which operates primary care medical practices through a managing board (“**Managing Board**”) comprised of physicians and administrators.
- C. School has a school based health centers at Newport Middle School and other locations in northern Kentucky (“**School Based Health Centers**”) and desires to provide certain health care services in these settings.
- D. School desires to engage Provider to manage, operate, and provide health care services at the School Based Health Centers, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, School and Provider agree as follows:

Section 1. Engagement.

a. Services. School hereby engages Provider to provide those professional services described in Section 3.b herein (the “**Services**”), which Services will be provided by a Designated Provider at the School. The initial Designated Provider is listed on Exhibit A attached hereto and may be changed only upon mutual consent and approval of Provider and School.

b. Objection to Designated Provider(s). School may request that a Designated Provider immediately cease performing Services hereunder if School determines that student safety is jeopardized, and the parties shall then attempt in good faith to discuss and resolve such concerns.

Section 2. Term. The term of the Agreement shall commence on November 2, 2015 (“**Commencement Date**”), and continue through June 30, 2017 (“**Initial Term**”), subject to earlier termination as provided in Section 8 herein. Thereafter, this Agreement shall automatically be renewed for successive one (1) year periods (each a “**Renewal Term**”), unless terminated sooner by either School or Provider pursuant to Section 8 herein.

Section 3. Obligations of Provider. Provider shall perform, through its Designated Providers, the Services as set forth herein. Without limiting the generality of the foregoing, Provider agrees as follows:

a. Hours of Operations. The hours of operation for the School Based Health Center shall be mutually agreed upon by the parties based on School demands and scheduling availability of Provider.

b. Medical Services. Provider shall provide the following health care services at the School Based Health Center during the hours of operation set forth above in Section 3.a.

(1) Acute Illness Care. Provide assessment of acutely ill students to determine if student can stay at school or must return home. Provider's medical professionals will render treatment or recommend additional medical care as needed.

(2) School Physical Examinations. Provide Commonwealth of Kentucky-required physical examinations for students, including completion of the required School Physical Examination form, and delivering such form to the proper School personnel.

(3) Immunizations. Provide immunizations as required by the Commonwealth of Kentucky for students to attend school. Update student immunization certificates as needed, as well as transfer out-of-state or out-of-country immunization certificates to the Kentucky State Immunization Certificate.

(4) School-Related/On-Premises Injuries. Provide medical care to injuries sustained by School students that occur during School Based Health Center hours on School premises.

c. Communication with Participants. Provider shall assist School in communications to students, families and the broader community to discuss the Medical Services provided at the School Based Health Center and to *promote* use of the School Based Health Center, including press releases, bulletins, and other communications as well as attending informational meetings conducted by School with its associates and/or students.

d. Professional Standards and Compliance with Law. Provider shall cause each Designated Provider to comply with all legal and ethical standards relating to the practice of medicine, including, but not limited to all applicable federal and state laws, rules and regulations regarding government health care programs and private insurance or prepaid health plans.

e. Insurance. Provider, at Provider's sole cost and expense, shall carry and maintain general and medical malpractice liability insurance, through an authorized commercial carrier or self-insurance fund acceptable to School, insuring Provider's Designated Providers, and any of Provider's employees, contractors or agents, against any and all claims, actions, causes of action, costs and expenses relating to or arising out of the performance of the Services under this

Agreement on an occurrence basis, or with appropriate tail coverage. The minimum amount of coverage shall be One Million Dollars (\$1,000,000) for each incident and Three Million Dollars (\$3,000,000) annual aggregate; provided that in no event shall such coverage be less than that required to be maintained for membership in good standing on School's Medical Staff. Upon School's request, Provider shall provide School evidence of such insurance coverage.

f. Licenses. At all times during the term hereof, Provider shall cause each Designated Provider to: (i) maintain such licensure as is required to provide Services hereunder in the Commonwealth of Kentucky; (ii) hold a currently valid and unlimited Drug Enforcement Administration Registration number (a copy of which license and Drug Enforcement Administration Registration shall be provided to School upon request); and (iii) maintain such other licensing and certification requirements, if any.

g. Notice. Provider shall immediately notify School of: (i) any notice or other information which may adversely affect a Designated Provider's license(s); (ii) any notice or other information regarding any decision or action adverse to a Designated Provider's Drug Enforcement Administration Registration number; (v) any information that Provider has reason to believe may lead to a claim arising out of or related to the Services.

h. Review of Scope of Services. School reserves the right to review and to adjust or reorganize the Services to be provided by Provider in a manner as is necessary to preserve School's delivery of quality care. This shall include the ability to supplement or remove services because of technological changes or reasons which would improve accessibility of School services.

i. Time Reports. Provider shall maintain a record of activities performed hereunder and the time devoted to such activities, using the form attached hereto as Exhibit B ("**Time Reports**"). Time Reports shall be submitted by Provider to School within thirty (30) days after the end of each calendar month in which the Provider provides the Services hereunder. Submission of such Time Reports shall be a prerequisite to payment under this Agreement.

j. Corporate Responsibility Program. School acknowledges that Hospital has established a Corporate Responsibility Program ("**CRP**") and promotes a culture that fosters prevention, detection and resolution of instances of compliance violations. School shall fully comply with Hospital's CRP and complete any compliance training and education required by Hospital, including, but not limited to, training regarding the Anti-Kickback Statute and the Stark Law and Hospital's policies and procedures for tracking remuneration to and from sources of health care business or referrals. For compliance training and education that is not required but otherwise made available by Hospital, School shall use diligent efforts to complete such training and education. School shall immediately notify Hospital's Compliance Officer of any potential violation of any applicable law, regulation, third party payer requirement, or Hospital's policies and procedures regarding Medicare, Medicaid and any other Federal health care program, as defined under 42 U.S.C. § 1320a-7b(f).

Section 4. Obligations of School. School shall have the following obligations under this Agreement.

a. Space, Supplies, Equipment, Furnishings, and Facilities. School shall provide at its own cost and expense, such space, School Based Health Center supplies and equipment, furnishings and facilities in School's premises as are reasonably necessary for Provider to provide the Services and perform associated administrative functions related to operation of the School Based Health Center. Any such space shall be subject to the reasonable approval of Provider as to its suitability in which to provide the Services. School shall be solely responsible for maintaining the School Based Health Center facilities, including custodial, and other such services as are reasonably necessary to maintain the School Based Health Center. Provider shall promptly notify School of repair needs or potential hazards related to the grounds or facility as such becomes known to Provider personnel. During the Initial Term of the Agreement and any Renewal Term, School hereby authorized and permits Provider and its associates to come onto the premises of the School Based Health Center and covenants to Provider that it shall provide access to the School Based Health Center, so that Provider may expeditiously and efficiently perform and provide the Services.

b. Utilities. School shall provide, at its own cost and expense, heat, air-conditioning, electricity, water and sewer utilities, telephone access and internet access sufficient for Provider to operate and provide the Services at the School Based Health Center.

c. Insurance. School shall provide, at its own cost and expense, property insurance and commercial general liability insurance for the School Based Health Center with minimum limits and deductibles acceptable to Provider and with Provider as an additional named insured. School shall, upon request, provide to Provider a certificate of insurance certifying that the required coverage is in place.

d. Zoning/Approvals. Any required zoning changes, consents, or other approvals necessary for the operation of the School Based Health Center shall be obtained by School at School's expense.

Section 5. Compensation. In consideration of Provider's provision of the Services pursuant to this Agreement, School agrees to pay Provider Eighty and 00/100 (\$80.00) per hour hereto for the respective services rendered during the term hereof, contingent upon Provider's submission of Time Reports as required in Section 3 herein. Such amount shall be payable over the term hereof in accordance with the accounts payable practices and procedures of School as are in effect from time to time. Provider acknowledges and agrees that Provider shall not bill and collect any compensation from any payor for the Services rendered pursuant to this Agreement and that the compensation paid hereunder by School to Provider shall be Provider's sole compensation.

Section 6. Nondiscrimination. In performing under this Agreement, no Designated Provider shall discriminate on the basis of race, sex, age, religion, national origin, health status, source of payment or ability to pay for services rendered.

Section 7. Independent Judgment. Each Designated Provider shall freely and independently exercise his or her judgment in accordance with good medical practice in the care and treatment of patients hereunder. Each Designated Provider shall exercise his or her skill,

learning, intelligence and experience in the evaluation, diagnosis, medication and treatment of patients according to such person's informed judgment, and shall not be constrained in the exercise of his or her independent judgment by the terms and conditions of this Agreement.

Section 8. Termination.

a. By School. School may immediately terminate this Agreement upon the occurrence of any one or more of the following events, by providing notice of such termination to Provider:

i. Provider or its Designated Providers materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice thereof;

ii. The Designated Provider for any reason loses any certification or license contemplated in this Agreement and Provider fails to immediately appoint another Designated Provider acceptable to School who meets the qualifications for such Designated Provider hereunder;

iii. School determines, in good faith, that the health and/or safety of School students or personnel are jeopardized by continuing to allow Provider to operate in the capacity contemplated by this Agreement;

iv. Provider or its Designated Providers has committed an act or omission in connection with the performance of the Services hereunder which Provider or such Designated Provider, as the case may be, knows may have adverse consequences to School, or Provider or one or more of its Designated Providers has committed an act or omission which School shall have found to have involved willful misconduct of Provider's duties hereunder; or

v. Provider terminates its business.

b. By Provider. Provider may immediately terminate this Agreement in the event School materially breaches this Agreement by failing to compensate Provider as provided hereunder and fails to cure such breach within thirty (30) days of receipt of written notice thereof or if School is listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

c. By Either Party. Either School or Provider may terminate this Agreement upon one hundred twenty (120) days prior written notice to the other.

d. Obligations Upon Termination. Upon termination of this Agreement and to the extent applicable to the Services being provided hereunder, Provider agrees, and shall cause each Designated Provider, to cooperate with School in the orderly transfer of patients without

disrupting patient continuity of care. Provider and each Designated Provider shall return to School any and all keys or identification provided in connection with this Agreement.

e. Legal Compliance. This Agreement shall terminate immediately upon either party giving written notice to the other party in the event that independent outside counsel for such party, with relevant expertise, selected by such party subject to the approval of the other party, which approval shall not be unreasonably withheld, determines in good faith that the execution and delivery or performance of this Agreement by such party, or the performance by such party of any material provision hereof, or any matter contemplated hereby, either separately or in conjunction with other activities by such party, creates a substantial risk of being deemed in violation of any legal or regulatory requirement applicable to such party (including, but not limited to, any law, regulation or other requirement that may be applicable to such party by virtue of its tax-exempt status or its participation in any Federal health care program, as defined under 42 U.S.C. §1320a-7b(f)), as such requirement is interpreted by any agency or instrumentality of Federal, state or local government charged with enforcement of such requirement; *provided, however*, that if such determination applies only to certain provisions of this Agreement, such determination shall not affect the duty of the parties to perform the remaining provisions of this Agreement unless the failure to perform the affected provisions would defeat the essential purposes of this Agreement. In the event of such determination, the parties agree to attempt to structure a revised contract that conforms to applicable legal and regulatory requirements and achieves the original intent of the parties as closely as possible.

Section 9. Records, Patient Files and Master List of Contracts.

a. To the extent required by Section 1861(v)(1)(I) of the Social Security Act, 42 U.S.C. §1395x(v)(1)(I) ("**Section 1861**"), until the expiration of seven (7) years after the furnishing of any services provided under this Agreement, Provider shall make available, upon written request by the Secretary of the U.S. Department of Health and Human Services (the "**Secretary**") or by the U.S. Comptroller General (the "**Comptroller General**"), or by their respective duly authorized representatives, this Agreement and all books, documents and records of Provider that are necessary to certify the nature and extent of the costs of such services. If Provider carries out the duties of this Agreement through a permitted subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12)-month period with a related organization, to the extent required by Section 1861, such subcontract also shall contain an access clause to permit access by the Secretary, the Comptroller General, and their respective duly authorized representatives to the related organization's books, documents and records. Provider shall immediately notify School upon the receipt of any request for information related to this Agreement.

b. Provider, for itself and on behalf of each Designated Provider acknowledges that all patients seen by any Designated Provider during the provision of the Services hereunder, to the extent applicable, are School patients and that all School records and School patient files relating to such patients and the Services rendered hereunder belong to and are the property of School. (Provider may also maintain medical records for patients seen hereunder, and School shall have no rights or interests in such non-School records.) Upon the termination of this Agreement, except as provided in this Section 9, Provider shall have no claim or right to access to

School's books, records, accounts, case histories and reports, patient lists, patient charts, files, memoranda, accounts receivable, School's assets or records. Notwithstanding the preceding sentence, upon the termination of this Agreement: (i) if a patient of School shall specifically request in writing addressed to School that a copy of his or her records be provided to Provider, School shall comply with such request; and (ii) Provider shall, upon request and for legitimate purposes, and at reasonable times, be entitled to a copy of medical records of patients for whom Provider rendered Services, as the case may be, hereunder, to the extent not prohibited by law. During and after termination of this Agreement, Provider agrees to, assist School with information needed to assist in any internal, Medicare, Medicaid or other payor audit, investigation or peer review matter.

c. No party hereto shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by a party hereto in writing, any patient or medical record information regarding a party's patients, and each party hereto shall comply with all federal and state laws and regulations including the Health Insurance Portability and Accountability Act ("HIPAA"), and all material bylaws, rules, regulations, and policies of the Provider, School and the School's Medical Staff, regarding the confidentiality of such information. Each party hereto acknowledges that in receiving or otherwise dealing with any records or information from any party hereto about a party's patients receiving treatment for alcohol or drug abuse, each party hereto is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. School maintains a master list of contracts that is updated centrally and available for review by the Secretary of the Department of Health and Human Services upon request. If School and Provider or a Designated Provider have entered into more than one arrangement, the master list maintained by School is intended to conform to the requirements of 42 C.F.R. § 411.357(d)(ii).

Section 10. Independent Contractor. It is mutually understood and agreed that Provider is and shall at all times be considered to be engaged by School to perform Services pursuant to this Agreement as an independent contractor. Provider shall not be deemed to be an agent or employee of School by virtue of this Agreement and shall not be entitled to any of the benefits provided by School to its employees, including but not limited to workers compensation insurance, unemployment insurance or any other benefit. School shall neither have nor exercise control or direction over the methods by which Provider shall perform the Services under this Agreement, provided that all Services shall at all times be performed in a manner consistent with all relevant professional standards and the provisions of this Agreement. School shall have the right to control the result achieved, but not the manner in which the Services are performed, subject to Provider's compliance with the other provisions of this Agreement. Provider shall be responsible for all income and related taxes on remuneration paid hereunder and agrees (during and following the term of this Agreement) to indemnify, hold harmless and defend School for, from and against any damages suffered by School with respect thereto.

Section 12. Indemnification.

a. Indemnification of School by Provider. Provider shall indemnify, defend, and hold harmless School and its affiliates, directors, officers, agents and employees from any and all claims, demands, actions, suits and other proceedings, whether civil, criminal, administrative, investigative or otherwise, together with all judgments, damages, fines, losses, costs, expenses and other amounts, including reasonable attorneys' fees, fines, penalties and punitive damages due to, arising or alleged to have arisen out of any negligent or unauthorized act, willful misconduct, violation of law, or error or omission by Provider or its directors, officers, employees, agents or the Designated Providers related to or resulting from the performance of the Services pursuant to this Agreement. School shall give Provider prompt written notice of any claim of School or its affiliates, directors, officers, agents and employees against Provider hereunder, specifically including, but not limited to, notice of any claim, demand, action, controversy or suit which may give rise to a claim for indemnification of School or its affiliates, directors, officers, agents and employees by Provider hereunder. Provider shall undertake the defense of any such claim, demand, action, controversy or suit by counsel of its choosing, at its sole cost and expense (and School and its affiliates, directors, officers, agents and employees shall give Provider and such counsel reasonable assistance and cooperation with respect to such defense); provided, however, that if Provider, within a reasonable time after notice of any such claim, demand, action, controversy or suit, fails to undertake defense thereof, then School and its affiliates, directors, officers, agents and employees shall have the right to undertake defense, compromise or settlement thereof at Provider's risk, subject to Provider's right to assume such defense at any time prior to compromise or final determination thereof.

b. Indemnification of Provider by School. School shall indemnify, defend, and hold harmless ~~Provider and its affiliates, directors, officers, agents and employees from any~~ and all claims, demands, actions, suits and other proceedings, whether civil, criminal, administrative, investigative or otherwise, together with all judgments, damages, fines, losses, costs, expenses and other amounts, including reasonable attorneys' fees, fines, penalties and punitive damages due to, arising or alleged to have arisen out of any negligent or unauthorized act, willful misconduct, violation of law, or error or omission by School or its directors, officers, employees or agents related to or resulting from the performance of the duties and responsibilities of School pursuant to this Agreement. ~~Provider shall give School prompt written notice of any claim of Provider or its affiliates, directors, officers, agents and employees against School hereunder, specifically including, but not limited to, notice of any claim, demand, action, controversy or suit which may give rise to a claim for indemnification of Provider or its affiliates, directors, officers, agents and employees by School hereunder.~~ School shall undertake the defense of any such claim, demand, action, controversy or suit by counsel of its choosing, at its sole cost and expense (and ~~Provider and its affiliates, directors, officers, agents and employees shall give School and such counsel reasonable assistance and cooperation with respect to such defense~~); provided, however, that if School, within a reasonable time after notice of any such claim, demand, action, controversy or suit, fails to undertake defense thereof, then ~~Provider and its affiliates, directors, officers, agents and employees shall have the right to undertake defense, compromise or settlement thereof at School's risk, subject to School's right to assume such defense at any time prior to compromise or final determination thereof.~~

Section 11. Government Program Exclusion and Health Care Related Crimes.

a. Exclusion. Each party hereby represents and warrants that such party (i) is not currently, nor has been, excluded, debarred, suspended, or otherwise declared ineligible to participate in Medicare, Medicaid or any other federal health care program as defined under 42 U.S.C. § 1320a-7b(f), or in federal procurement or non-procurement programs; and (ii) has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a).

b. Notification. Each party shall immediately notify the other party of such party's (i) exclusion, debarment, suspension, or other event that makes or could make Physician ineligible to participate in Medicare, Medicaid or any other federal health care program, or in federal procurement or non-procurement programs; or (ii) criminal conviction that falls within the scope of 42 U.S.C. § 1320a-7(a).

c. Termination. In the event that either party or any Designated Provider (i) is excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program; or (ii) is convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), this Agreement shall automatically terminate; provided, however, that the Agreement shall not terminate if a Designated Provider who is excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program immediately ceases to provide Services under this Agreement.

Section 12. Miscellaneous.

a. No Obligation to Refer Patients. It is expressly understood and agreed that while Hospital is an inpatient and outpatient hospital facility which may serve the medical needs of School's patients, nothing in this Agreement shall obligate or require School to admit or refer patients to Hospital or any facility affiliated with hospital. Each party hereby certifies that it shall not violate the federal "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b(b), as amended) or the "Stark Law" (42 U.S.C. § 1395nn, as amended), as well as the corresponding regulations for both laws, with respect to the performance of this Agreement. School hereby certifies that it has been provided a copy of Provider's Stark Law and Anti-Kickback Statute policies and procedures which are available at <http://www.thechristSchool.com/Corporate-Responsibility>.

b. No Conflicting Obligations/Authority. Provider represents and warrants to School that Provider is not under any obligation to any other party inconsistent with or in conflict with this Agreement or which would prevent, limit or impair in any way Provider's performance of Provider's obligations hereunder.

c. Notice. All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service, or by facsimile delivery, call-back requested, addressed to the party to whom it is given at the addresses or numbers set forth below or such other persons or addressees or numbers as shall be given by notice of any party.

If to School:

Tete Turner
Finance Director
30 W. 8th Street
Newport, KY 41071

If to Provider:

The Christ Hospital Medical Associates, LLC
2139 Auburn Avenue
Cincinnati, OH 45219
Attn: Manager

d. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Provider may not assign this Agreement without the prior written consent of School, which consent may be withheld for any reason. School may assign this Agreement to any entity affiliated with School upon notice to Provider.

e. Waiver of Breach. Any waiver of any breach of this Agreement shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to this Agreement.

f. Entire Agreement. This Agreement, together with its exhibits which are incorporated herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, whether written or oral. This Agreement may only be amended in a writing executed by the parties to this Agreement.

g. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

h. Headings. The section and paragraph headings used herein are for the convenience of the parties only and shall not be considered in the interpretation of the text of any such section or paragraph.

i. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its rules as to conflicts of laws.

j. Code of Conduct: School's signature to this Agreement certifies, attests, and represents that School has received Provider's Code of Responsible Conduct ("**Code**"), which is attached hereto as Exhibit C, and that School understands the Code represents mandatory policies of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

PROVIDER

By: _____
Victor J. DiPilla

Title: Manager

Date: _____

SCHOOL

By: Kelly E. Middleton

Title: Superintendent

Date: 12/9/15

EXHIBIT A
Designated Provider

Jennifer Meyer, CNP

EXHIBIT B



The Christ Hospital

TIME REPORT

MONTHLY DOCUMENTATION

IMPORTANT NOTICE: The Monthly Documentation should be completed by the Provider and submitted to the School Responsible Manager within 30 days following the end of each month in which Provider provides Services.

_____ Provider Name	_____ Position
_____ MediTract Contract No.	_____ Month

By signing below, I certify that the attached calendar is a true and accurate recording of the Services performed and the time spent by the Provider and I will retain documentation supporting time worked and make this documentation available to the School for audit purposes upon request.

Provider Signature

Date: ____/____/____

School Responsible Manager / Director Signature

Date: ____/____/____

Compliance Reviewer Signature

Date: ____/____/____

EXHIBIT C



The Christ Hospital

Division of Compliance & Organizational Ethics

CODE OF RESPONSIBLE CONDUCT

Approved by The Christ School Board of Directors

April 2008

D-1

THE CHRIST SCHOOL

CODE OF RESPONSIBLE CONDUCT

Dear Employees & Colleagues:

Our mission is to provide the finest patient experience and improve the health of our community. Our values; excellence, compassion, efficiency, leadership and safety, reflect our shared commitment to our mission and our community.

Our Code of Responsible Conduct (the "Code") is designed to help all of us understand what is expected of us and to ensure that our work is done in an ethical and legal manner. Specifically, the Code is meant to help us understand the federal, state and local laws, the ethical standards, and The Christ School policies that govern the way we provide care and conduct business, particularly when we are dealing with the Medicare and Medicaid programs and their beneficiaries. It has been developed to help us carry out our daily activities in accordance with those laws, standards, and policies.

We are committed to a corporate culture of honesty and ethical responsibility. We believe that our employees already come to work wanting to do a good and honest job. By this Code, we formally established that philosophy as one of our highest priorities and rededicate ourselves to living and working in accordance with our values. We will not sacrifice compliance nor ethics in the pursuit of business objectives. To this end, we expect each Christ School employee to know, understand, and follow the guidelines and policies described in this Code.

If you have questions regarding this Code or if you encounter any situation that causes you to question actions or conversation, you should immediately consult with your supervisor, a member of the Executive Team, or the Division of Compliance & Organizational Ethics. Please know that it is a violation of The Christ School policy for anyone to retaliate against an employee who, in good faith, asks questions or raises concerns about ethics or compliance, or who reports conduct that may be improper. If, however, you feel uncomfortable about consulting with a supervisor, member of management, or the, you may call the Compliance Hotline anonymously (800) 398-1496.

Thank you for submitting the Code of Conduct Certification Form.

We look to each of you, as valued members of The Christ School team, to help us carry out our mission in an ethical manner reflecting this integrity in all that you do. Living our values makes us who we are.

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1) **THE CHRIST SCHOOL VISION + MISSION + VALUES**

The Christ School's vision is to be a national leader in clinical excellence and patient experience.

The Christ School will provide the finest patient experience and improve the health of our community.

In order to achieve these goals, The Christ School has identified the following core values: Excellence, Compassion, Efficiency, Leadership, and Safety (ExCELS). These values underscore our important standards of responsible conduct.

2) **PURPOSE OF THE CODE OF RESPONSIBLE CONDUCT (CODE)**

The Code, which was adopted by The Christ School Board of Directors, identifies expected behavior The Christ School requires from each employee and care partner in carrying out each job responsibility and in making each business decision. Some of the most important health care laws, rules, and regulations are summarized so that employees and care partners understand the necessity of complying with the Code. The following principles are the foundation for our standards of conduct:

- a) The Christ School is an ethical health care organization which delivers patient and client services according to applicable federal, state and local laws, and all professional standards of business practice.
- b) Patients and families and their diverse needs and beliefs are the center of all The Christ School does and deserve dignity, respect and honesty from every employee, health care provider, and service vendor.
- c) All Christ School employees and care partners, including physicians, third party payors, Providers, vendors and consultants should conduct patient care and business relationships in a manner demonstrating honesty, fairness, and mutual respect.

3) **CULTURE OF RESPONSIBILITY**

Each employee, volunteer and care partner throughout the organization is responsible for performing job responsibilities in compliance with the Code. Any employee can ask a question, raise an issue and report a violation. No one who takes these steps in good faith will be disciplined or be subject to retaliation. Any person who becomes aware of retaliation action by an employee of the organization for reporting an issue or potential violation should call his/her supervisor, administrative manager or the Compliance Officer.

4) CORPORATE COMPLIANCE PROGRAM / COMPONENTS

a) Adoption by Board of Directors

The Board of Directors of The Christ School passed a resolution adopting the Corporate Compliance Program (the "Program"). The Program documents the organizational commitment to recognize and establish standards of compliance and ethics. The Program is designed to prevent, detect and resolve potential violations of the federal, state and local laws that govern the way The Christ School provides care and conducts business, particularly with respect to the state and federal health care programs, such as Medicaid and Medicare and their beneficiaries.

b) Scope of Application

The Corporate Compliance Program applies to all Christ School employees, volunteers, medical staff members, The Christ School Medical Associates (TCHMA), its physicians and offices, and agents/business partners.

c) Overview of Code

- Standards of Conduct, Policies & Procedures
- Compliance Officer – Reporting and Enforcement
- Cooperation with Investigations
- Health Care Laws, Rules and Regulations

5) COMPLIANCE STANDARDS OF CONDUCT, POLICIES & PROCEDURES

a) The Christ School and its employees, volunteers, staff, physicians, agents, consultants, and all care partners will comply with all laws, regulations and standards.

- It is the policy of The Christ School to conduct its affairs in a lawful and ethical manner. Applicable laws, regulations and standards address many subjects, such as licenses, permits, accreditation, access to treatment, consent to treatment, medical record keeping, access to medical records and confidentiality, patients' rights, terminal care decision-making, medical staff membership and clinical privileges, corporate practice of medicine restrictions, and Medicare and Medicaid regulations.
- For a more detailed understanding of these policies and procedures and associated requirements, employees should consult the Compliance policies available on The Christ School web site and Intranet. Any employee who does not have access to The Christ School web site and Intranet may request a copy from the Division of Compliance & Organizational Ethics.

b) Each employee of The Christ School must submit a Certification Form confirming that they have received a copy of the Code and that they understand the mandatory policies contained in the Code, policies and procedures.

- New employees will be required to sign this acknowledgment as a condition of employment following orientation and training on the Code.

- Adherence to and support of the Code and participation in related activities and training will be considered in decisions regarding hiring, promotion, and compensation of all employees.
- The Christ School employees, medical staff members, providers, and contract service vendors are expected to be knowledgeable about the Code policies and should take reasonable steps to comply with applicable laws, regulations, and standards that affect them.
- The Christ School expects its employees, medical staff members, providers, and contract service vendors to exercise good judgment and integrity in all matters, including those involving investigation or reporting of matters described in this Code. The support of all Christ School employees is required so that violations of the Code are brought to the attention of appropriate leaders in the organization. The Christ School encourages employees to address ethical or compliance issues with their supervisors whenever possible and appropriate.
- If for any reason an employee is not comfortable or able to speak with his or her supervisor about an ethical or compliance issue, the employee should bring the issue to another member of management or to the Compliance Officer, or may call the Compliance Hotline anonymously at (800) 398-1496.
- Concealment of a violation is, in itself, a violation of this Code. Therefore, anyone who is unsure about (1) whether a law, regulation or standard is applicable (to that person or to another), (2) what a law, regulation or standard means, or (3) whether something is a violation of an applicable law, regulation or standard should ask his or her supervisor, a member of management, and/or the Compliance Officer. In general, it is best to ask about or report any act or omission that makes you uncomfortable or that seems to require excessive rationalization or justification. The fact that "everybody does it" is not an excuse for violation of applicable laws, regulations or standards.
- The Christ School will try to keep reports and the identity of any individual confidential if the law permits.
- The Christ School will not permit retaliation against any employee, health professional, or volunteer for inquiring about or reporting a suspected violation when done in good faith. But, deliberate false accusations made with the purpose of harming or retaliating against another will result in disciplinary action.

c) The Christ School Compliance Officer will monitor Code compliance, investigate reports, and identify appropriate corrective actions. All employees are obligated to cooperate in any investigation.

- The Christ School is committed to monitoring compliance with the Code and compliance policies. The Internal Audit Division of the Finance Department performs monitoring by routinely conducting internal audits of issues that have regulatory and compliance implications. The Christ School also uses other means of ensuring and demonstrating compliance with applicable laws, standards, and policies.
- The Compliance Officer will review each report of a potential violation of the Code, and will initiate an investigation as necessary. The Christ School expects all employees, medical staff members, and privileged practitioners to cooperate with any investigation.

- When the inquiry has been completed, the Compliance Officer will review findings with the appropriate Administrative Department and/or outside Legal Counsel to determine if a violation has occurred.
- If a violation has occurred, The Christ School will initiate corrective action including, as appropriate, making restitution of overpayments, notifying the appropriate government officials, instituting necessary disciplinary action, and/or implementing systemic changes to prevent similar violations from recurring in the future.

d) Anyone who violates any provision of the Code will be subject to disciplinary action.

- The actual discipline administered will depend on the nature, severity, and frequency of the violation(s).
- Disciplinary action for a violation of the Code can include any of the following: verbal warning, written warning, written reprimand, suspension, termination, and/or restitution.

e) The Christ School and its employees, volunteers, staff and physicians will cooperate with government auditors & investigators.

- It is possible for a Christ School employee, medical staff member, or privileged practitioner to receive letters, telephone calls, and/or personal visits from outside individuals asking questions about Christ School activities. Some of those outside individuals could be government investigators from federal or state agencies such as the Department of Health and Human Services, its Office of Inspector General (the "OIG"), the Medicaid Fraud Control Unit, the Federal Bureau of Investigation, various Medicare intermediaries, and state licensing agencies.
- During a government audit or investigation, The Christ School, its employees, medical staff members, and privileged practitioners will be courteous to all government inspectors.
- The Christ School will take reasonable efforts to provide government inspectors with complete and accurate information that they request and to which they are entitled.
- The Christ School will not conceal, destroy, or alter any documents, lie, or make misleading statements to government representatives. Similarly, The Christ School will not attempt to cause others to fail to provide accurate information or obstruct, mislead, or delay the communication of information or records relating to a possible violation of applicable laws, regulations or standards.
- You should be aware of your individual rights and privileges, as well as the rights of The Christ School during any investigation. Any Christ School employee, medical staff member, privileged practitioner, or volunteer who receives any communication regarding a possible government audit or investigation should contact a member of the Administration Team and/or the Compliance Officer as soon as possible. The Compliance Officer will evaluate the circumstances and determine the need for any additional action.
- If a government auditor or investigator contacts you, The Christ School expects that you will follow these guidelines:
 - Please contact a member of the Administration Team and/or the Compliance Officer as soon as possible.
 - You may speak with government auditors and investigators or you may decline to speak with them, as you choose.

- You are not obligated to answer any question asked by the auditor or investigator, no matter what he or she says, and no matter what assurances he or she might offer you concerning the information you disclose.
- Be courteous and respectful in all interactions.
- You should answer all questions completely, accurately, and truthfully. Tell the truth at all times. Do not guess at answers. If you do not know an answer, say that you do not know.
- You may inform the auditor or investigator that The Christ School has requested you to notify a member of the Administration Team, the Compliance Officer and/or Legal Counsel and that The Christ School will cooperate with requests and information.
- If a government auditor or investigator attempts to interview you at home, you have the right to request that an appointment be scheduled at The Christ School during regular working hours at a convenient time, or that the meeting be scheduled at an alternate time and place of your choosing. The Christ School will make an office on Christ School premises available to you for this purpose and, if you desire, may have the Compliance Officer and/or an attorney attend the interview with you.
- During the interview, The Christ School will ask the auditor or investigator for proper identification before any questions are answered. The Christ School recommends that you do not answer questions over the telephone.
- Do not provide any Christ School documents to the government auditor or investigator unless first authorized to make such a release by the Administration Team, the Compliance Officer or Christ School Legal Counsel. Take reasonable steps to copy (or if that is not possible to identify in some other manner) all documents (paper or electronic) released to a government auditor or investigator.

6) REGULATORY COMPLIANCE

The Christ School, its employees, medical staff members, and privileged practitioners are expected to recognize certain fraudulent and abusive practices and activity which result in overcharging or misbilling for health care services delivered to Medicare and Medicaid beneficiaries and MUST NOT participate in any of these activities. Examples of these unethical and illegal activities are listed in this section.

a) General Information about Medicare and Medicaid

The Christ School participates in the Medicare and Medicaid programs and must be paid for the services and products that it provides in order to continue to provide health care services to the community. The process of requesting reimbursement or payment must be accurate, timely, and in accordance with a number of laws. Failure to obey those laws is unethical and illegal. When such a failure results in an overcharge or misbilling, it can lead to substantial civil and criminal penalties being imposed on The Christ School and/or any individual(s) who were involved. Medicare/Medicaid fraud and abuse can take many forms, some of which might not seem improper unless you keep in mind that special rules govern health care providers who participate in the Medicare/Medicaid programs. Many business practices that are perfectly acceptable in other industries are **not** permitted in health care. Examples of fraud and abuse, all of which are unethical and illegal include, but are not limited to, the following:

Billing for items not provided or services not actually rendered
 Billing twice for the same service or item (*i.e.*, double billing)

Upcoding (*i.e.*, billing for a service at a rate higher than that warranted by the service actually performed and documented)

- Billing for services or items that do not meet Medicare/Medicaid "medical necessity" criteria
- Unbundling (i.e., billing separately for services or items that should be included in a global or composite rate)
- Billing Medicare/Medicaid for services or items that are not reimbursable under those programs
- Billing Medicare patients higher charges than non-Medicare patients
- Submitting false cost reports and cost shifting
- Failing to refund credit balances
- Giving or paying to, or soliciting or accepting from potential referral sources (e.g., physicians, nursing homes, other providers and suppliers) incentives for referrals (this can violate the Anti-Kickback Statute and/or the Stark Laws)

Patient dumping

b) Any employee, medical staff member, or privileged practitioner who knows or suspects that any of these activities are occurring is obligated to report that to his or her supervisor and/or to the Compliance Officer either directly or through the Compliance Hotline (800) 398-1496. Knowing participation in any fraudulent or abusive activity and/or failure to report any such known or suspected activity will result in disciplinary action up to, and including, termination.

- Proactively, The Christ School will make every reasonable effort to ensure that its billings to government and private insurance payors are accurate and conform to applicable laws and regulations.
- The Christ School prohibits its employees and agents from knowingly or recklessly presenting or causing to be presented any false, fictitious, or fraudulent claim for payment or approval.
- The Christ School will take reasonable steps to verify that claims are submitted only for services that are actually provided and that those services are billed as provided. Critical to such verification is complete and accurate documentation of services provided.
- Contact the Compliance Officer with questions concerning proper Medicare/Medicaid billing.

c) Christ School employees and health professionals are responsible for maintaining current, complete, and accurate medical records.

- The Christ School will take reasonable steps to make sure that any subcontractor it engages to perform coding or billing services have appropriate skills, quality assurance processes, systems and procedures to bill government and commercial insurance programs accurately and appropriately.
- The Christ School prefers to contract with entities that have adopted their own compliance programs.
- The Compliance Officer or Legal Counsel should be consulted before third party billing entities, Providers, or vendors are engaged to perform coding or billing services for The Christ School.

d) Summary of Applicable Laws and Additional Standards of Conduct

The Medicare/Medicaid fraud and abuse laws which most Christ School employees, medical staff members, and privileged practitioners need to be knowledgeable about are the following statutes: (1) the federal **False Claims Act** ("FCA"); (2) the **Medicare/Medicaid Anti-Kickback Statute** ("AKS"); (3) the **Stark Laws** (Stark); (4) the **Health Insurance Portability and Accountability Act** ("HIPAA"); (5) the **Civil Monetary Penalties Statute** ("CMP"); (6) the **Exclusionary Statute**; (7) the **Mail Fraud and Wire Fraud Statute**; (8) **Program Fraud Civil Remedies Act**; (9) the **Emergency Tréatment & Active Labor Act (EMTALA)**; and (10) state **Medicaid Fraud Laws**. Together, these laws prohibit intentional false billing and other forms of fraud and abuse. These health care statutes, rules, and regulations are specifically identified in the OIG Compliance Program Guidance (2/23/98) and the OIG Supplemental Compliance Program Guidance for Schools (1/31/05). The OIG recommendations are available for review in the Division of Compliance & Organizational Ethics and can be accessed through the OIG website: <http://oig.hhs.gov>.

A summary description of these important fraud and abuse laws follows. More information about any of these statutes may be obtained from the Risk and Compliance Division or from the Compliance Officer.

- **The False Claims Act (FCA)**

Under the False Claims Act, it is a felony to make or present a claim for payment to the United States or any United States agency when you know (or should know) that the claim is false, fictitious, or fraudulent. "Knowingly" means acting with actual knowledge or with reckless disregard or deliberate indifference to the truth or falsity of information. The FCA prohibits:

- Knowingly presenting/causing to be present a false claim to the federal government for payment/approval;
- Knowingly making/using or causing to be made/used, a false record or statement to the government for payment/approval of a false claim;
- Conspiring to defraud the government by having a false/fraudulent paid or approved; and
- Knowingly making/using a false record/statement to conceal, avoid, or lower an obligation to pay or transmit money or property to the government.

Violations of the FCA are punishable by prison terms of up to five years and substantial criminal fines. Civil damage suits may also be brought by the government under the FCA and can result in penalties including three times the amount of overpayment and between \$5,500 – to \$11,000 per claim plus attorneys' fees. "Whistleblower" claims may also be filed by individuals under the FCA; the government can intervene in these cases.

False, fictitious, or fraudulent claims made in the course of seeking Medicare or Medicaid reimbursement are punishable under the False Claims Act.

The Medicare Program is made up of two parts: Medicare Part A and Medicare Part B. Medicare Part A pays for certain inpatient School services and certain post-School services. Claims for Part A reimbursement are submitted to the School fiscal intermediary for review and payment. Medicare Part B pays for certain physician services and certain outpatient services. Claims for Part B reimbursement are sent to the local Medicare carrier. Many complex rules govern when it is appropriate to submit a claim for reimbursement to a Medicare fiscal intermediary or a Medicare carrier. The rules are so numerous and complex that even intermediaries and carriers often need help in interpreting and applying the rules. To assist the intermediaries and carriers, the Center for

Medicare/Medicaid Services publishes the Medicare Intermediary's Manual and the Medicare Carrier's Manual. These manuals provide the basic operating instructions for intermediaries and carriers and are a source of guidance with respect to appropriate Medicare reimbursement.

Standard of Conduct

Any claim for Medicare reimbursement that is rejected by a Medicare intermediary or carrier should be reviewed carefully because this rejection can lead to an allegation that the claim was false, fraudulent, or fictitious in violation of the False Claims Act.

- **The Medicare/Medicaid Anti-Kickback Statute (AKS)**

Because The Christ School and many of its medical staff members and privileged practitioners are participating providers in the Medicare/Medicaid programs, it is subject to the Medicare/Medicaid Anti-Kickback Statute and the Stark Laws (Stark).

Under the AKS, no person (an individual or entity) may offer, pay, solicit, or receive anything of value (in cash or in kind) directly or indirectly for referrals of Medicare/Medicaid business. This prohibition is very broad and covers all situations in which something is provided either free of charge or at a reduced cost to any potential referral source (e.g., physicians, DME or other suppliers, nursing homes, other providers).

A "thing of value" includes, but is not limited to, the following items or services when provided free of charge or at a discount:

equipment (e.g., microscopes, centrifuges, computers)
office space
personnel (e.g., nurses, phlebotomists, secretaries, et., al.)
CME (or other educational programs)
recruitment incentives (e.g., payment of moving expenses)
health benefits; and/or
many other goods or services

There are some exceptions to the AKS general rule which are called "safe harbors". For example, it is permissible for a School, laboratory, or Provider practice to sell or lease something to a physician or other potential referral source, IF the physician (or other referral source) pays FAIR MARKET VALUE ("FMV") for the thing and the sale or lease is documented in a written agreement between the parties. FMV is a difficult concept to define. In general, it means the cost of the thing as negotiated between parties at arm's-length, without accounting for the value or volume of any Medicare or Medicaid business between the parties. Often, a financial consultant must perform a market analysis to document that a negotiated price is in fact "fair market value".

These exceptions, however, are narrow in scope and require detailed legal and financial analysis to apply correctly to a proposed transaction. No one should enter into a proposed arrangement unless the Compliance Officer and/or Legal Counsel has reviewed the arrangement and determined that an exception applies.

Persons (individuals or entities) who violate the AKS are subject to criminal penalties including fines of up to \$25,000 per violation, exclusion from the Medicare/Medicaid programs, and/or prison terms of up to five years. The penalties apply to all parties

involved in a prohibited transaction (*e.g.*, a School, laboratory, or Provider practice on one hand, and the physician or other potential referral source on the other).

Standard of Conduct

The Christ School shall not enter into any arrangement where anything is offered, given, or paid to, or solicited or accepted from, any physician or other potential referral source for less than FMV.

- **The Stark Laws (Stark)**

The Stark Laws were named after their sponsor, Representative Fortney “Pete” Stark D-Calif.). Stark prohibits physicians from referring Medicare/Medicaid patients for “designated health services” (as defined below) to an entity; (i) in which the physician or a family member of the physician has an ownership/investment interest, or (ii) with which the physician or a family member of the physician has a compensation arrangement (*e.g.*, an employment relationship, a personal services agreement, a lease agreement) unless the ownership/investment interest or compensation arrangement qualifies for one of the Stark exceptions discussed below.

For purposes of Stark, the term “designated health services” includes the following:

clinical laboratory services
physical therapy services
occupational therapy services
radiology or other diagnostic services
radiation therapy services
durable medical equipment
parenteral and enteral nutrients, equipment and supplies
prosthetics, orthotics and prosthetic devices
home health services
outpatient prescription drugs
inpatient and outpatient School services

If a physician or a physician’s family member has an ownership/investment in or a compensation arrangement with an entity that does not qualify for an applicable exception, the physician may **NOT** refer Medicare/Medicaid patients to that entity for any of these designated health services. If the physician does make such a referral, it is an **AUTOMATIC** violation of Stark.

Whenever a referral is made in violation of Stark, the entity receiving that referral (*e.g.*, a School, laboratory, physician Provider) may **NOT** bill Medicare/Medicaid, the patient, or any third-party payor for the services provided pursuant to the referral. If the entity does bill for those services, the entity also has violated Stark.

There are a number of narrow exceptions to Stark. Some of the exceptions apply only to ownership/investment interests that a physician or a physician’s family member has with an entity (*e.g.*, certain ownership/investment interests in publicly traded securities and mutual funds), and some apply only to compensation arrangements that a physician or a physician’s family member has with an entity (*e.g.*, certain bona fide employment arrangements, and certain isolated transactions that meet defined criteria). A few apply to both. The exceptions that apply to both ownership/investment interests and compensation arrangements include certain physician services provided in a Provider practice setting which meets defined criteria, and certain in-office ancillary services that

meet defined criteria. All of the exceptions, however, are narrow in scope and require detailed legal and financial analysis to be applied correctly to a proposed transaction. No one should enter into a proposed arrangement unless the Compliance Officer or Legal Counsel has reviewed the arrangement and determined that an exception applies.

Violations of Stark can lead to civil monetary penalties of up to \$15,000 per claim submitted, and up to \$100,000 for schemes designed to get around the laws, as well as exclusion from the Medicare/Medicaid programs for up to five years.

Standard of Conduct

Physician may not refer Medicare/Medicaid patients for any designated health service to an entity in which the physician or family member of the physician has a financial interest. The Christ School and its entities will make every effort not to participate in a prohibited referral. In the event a prohibited referral occurs, no Christ School entity will bill for any services provided pursuant to that prohibited referral.

- **The Health Insurance Portability & Accountability Act (HIPAA)**

The Health Insurance Portability & Accountability Act makes it a federal crime to engage in certain types of fraudulent or abusive activities that involve any payor of health care benefits whether public or private. HIPAA applies not only to providers who deal with government-funded health care payors and programs such as Medicare and Medicaid, but also to providers who deal with private, commercial payors and programs.

The five types of activities prohibited by HIPAA are: (i) knowingly or willfully defrauding a health care program or plan, or obtaining payment from a health care program or plan by using false or fraudulent pretenses; (ii) engaging in theft or embezzlement; (iii) making false statements; (iv) obstructing an investigation into health care fraud; and/or (v) money laundering related to health care programs or plans.

HIPAA also governs the use and disclosure of patient health information. Employees are expected to comply with The Christ School's HIPAA policies and procedures. The Christ School Privacy Officer furnishes guidance about these policies and procedures.

Violations of HIPAA can result in prison terms of up to ten years, criminal fines, or both. HIPAA also authorizes the Government to impose civil monetary penalties on entities or individuals who engage in a pattern or practice of presenting claims that are based on a code that the person/entity knows or should know will result in more reimbursement than is appropriate, or that are for services or items that are not medically necessary.

Standard of Conduct

Any false, fictitious, or fraudulent claim made in the course of seeking reimbursement from any health care payor or program (government or private) is punishable as a federal crime under HIPAA.

- **Civil Monetary Penalties Law (CMP)**

Among the activities prohibited by the Civil Monetary Penalties Law are: (a) knowingly presenting or causing to be presented false claims (specifically upcoded claims); (b) knowingly presenting or causing to be presented claims for services that are not medically necessary (as defined by Medicare); (c) knowingly presenting or causing to be presented

claims that violate a benefits assignment; (d) offering or giving remuneration to Medicare or Medicaid patients as an incentive for them to receive services from the entity or individual giving the remuneration; and (e) contracting with or employing individuals or entities excluded from participating in a federal health care program.

Standard of Conduct

Any false claim, claim for unnecessary services, or claim for services ordered or provided by an excluded entity or individual can give rise to Civil Monetary Penalties. Offering or providing anything of value to Medicare/Medicaid patients as an incentive for them to receive services from the entity or individual making the offer or gift also can give rise to Civil Monetary Penalties.

- **Exclusionary Statute**

The Exclusionary Statute prohibits providers from: (a) submitting claims for unnecessary services or for excessive charges; and (b) failing to furnish medically necessary services. Providers who engage in these prohibited activities may be excluded from participating in federal health care programs. Providers who have been convicted of certain types of health care fraud or have been disciplined by state/federal agencies may also be excluded from state or federal health care programs.

As required by law, it is the policy of The Christ School to take reasonable steps not to employ, grant medical staff membership or clinical privileges to, or otherwise do business with, any individual or entity named on the Office of Inspector General's list of individuals and entities who are excluded, debarred, suspended, or otherwise ineligible to participate in federal or state health care programs.

Each Christ School employee, each medical staff member and allied health professional affiliated with The Christ School, and any other person who does business with The Christ School will be required to affirm that he or she is not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal or state health care programs. All such persons shall also affirm that they have never been excluded, debarred, suspended, or otherwise ineligible to participate in federal or state health care programs, and that they have never been convicted of any criminal offense involving or otherwise related to any government health care program. Further, as a condition of employment, receiving and maintaining medical staff membership and privileges at The Christ School or doing business with The Christ School, all such persons are required to immediately inform the Compliance Division, if they receive notice or otherwise become aware that they have been excluded, debarred, suspended, or otherwise ineligible to participate in federal or state health care programs for any reason.

Standard of Conduct

The Christ School will not employ, grant medical staff membership or clinical privileges to, or otherwise do business with, any individual or entity named on the Office of Inspector General's list of individuals and entities who are excluded, debarred, suspended, or otherwise ineligible to participate in federal or state health care programs.

- **Mail Fraud and Wire Fraud Statutes**

The Mail Fraud and Wire Fraud Statutes are used by the Government to prosecute Medicare/Medicaid fraud and abuse. Any misrepresentation that is a part of a scheme to obtain money or property by use of the mail system or a wire system (e.g., phones, computers) violates these laws. For example, each claim for reimbursement that The Christ School mails to Medicare/Medicaid or that The Christ School submits to Medicare/Medicaid electronically could be subject to these laws. In addition, any time a Christ School employee, medical staff member, or privileged practitioner speaks by phone with a Medicare/Medicaid representative, that conversation could be subject to these laws. As a result, it is critical that The Christ School's claims and its statements be accurate and correct whenever The Christ School communicates with Medicare/Medicaid representatives, and whenever The Christ School seeks reimbursement from Medicare/Medicaid.

Violations of the Mail and Wire Fraud Statutes can lead to criminal penalties, including imprisonment and fines.

Standard of Conduct

Conduct that violates the False Claims Act, the Medicare/Medicaid Anti-Kickback Statute, the Stark Laws and/or the HIPAA, and if done using the mail system or a wire system, could also violate the Mail and/or Wire Fraud Statutes.

- **Emergency Treatment & Active Labor Act (EMTALA)**

The Christ School abides by the rules and regulations of the Emergency Treatment and Active Labor Act in providing emergency medical treatment to all patients regardless of their ability to pay. The Christ School does not admit or discharge patients based solely on their ability to pay. Any patient who presents to The Christ School seeking emergency care will be screened to determine whether he or she has an emergency medical condition, or if she is in active labor. If so, the patient will be treated to stabilize the condition and either will be admitted, or once stabilized, will be discharged or transferred as is appropriate. Transfers of unstabilized patients will occur only when requested in writing by the patient (or patient's family), or when a physician certifies in writing that the medical benefits of the transfer outweigh the risks. Unstabilized patients will be transferred to the closest School that provides the services needed by the patient, that has available beds and staff, and that accepts the transfer. Unstabilized patients will be transferred via qualified personnel and equipment including the use of medically appropriate life support measures if necessary.

Standard of Conduct

The Christ School will evaluate all patients who come to the School seeking treatment for an emergency condition and will provide a medical screening examination to determine whether the patient has an emergency medical condition. If so, the patient may not be transferred or discharged from the School until his or her emergency medical condition has been stabilized, unless one of the applicable exceptions for proper transfers of unstabilized patients applies. It is illegal to delay a medical screening exam and stabilizing treatment to inquire about a patient's financial status, insurance coverage, or ability to pay.

- **Program Fraud Civil Remedies Act of 1986 (PFCRA)**

The Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Chapter 38, authorizes federal agencies to investigate alleged false claims or statements made to them and to assess

penalties if the allegations are accurate. An individual may violate PFCRA by knowingly making, presenting, submitting, or causing to be made, presented or submitted, a claim or statement that is:

- False, fictitious or fraudulent;
- Supported by or includes a written statement containing a false, fictitious or fraudulent material fact;
- Supported by or includes a written statement omitting a material fact which renders the statement false, fictitious, or fraudulent where the person making/submitting the statement has a duty to include the material fact, and
- Payment for property/services which have not been provided.

The agency may assess twice the amount of claimed damages and a civil penalty of up to \$5,500 for each false claim. The United States Attorney General has exclusive enforcement authority for assessments and penalties in federal court.

- **State Laws**

Ohio has statutes which prohibit illegal and fraudulent practices by health care providers; these laws are similar to some of the federal statutes described previously and includes laws authorizing the investigation and discipline of a provider's license to practice. This section will outline the most important statutes:

- Medicaid Fraud. Ohio Revised Code (ORC) 2913.40: This is a criminal statute which prohibits the use of false, misleading statements to obtain Medicaid reimbursement and makes the soliciting/accepting/receipt of property, money or other consideration in addition to the reimbursement an illegal "kickback". The law also imposes a six-year requirement for record retention and prohibits the alteration, falsification, and destruction of records necessary to substantiate a claim. Penalties vary depending on the amount of the fraudulent reimbursement, and can involve restitution and the payment of costs for investigation and prosecution of the fraud case by the government agency.
- Medicaid Eligibility Fraud. ORC 2913.401: This law makes it a crime to fraudulently make a false or misleading statement or to conceal interests in property when applying for Medicaid benefits. Penalties involve restitution of benefit payments plus interest.
- Falsification. ORC 2921.13: This statute prohibits verbal and written false statements made to mislead officials in order to obtain benefits administered by a government agency, such as Medicaid benefits or a Medicaid provider agreement administered by the Ohio Department of Job and Family Services. Penalties involve restitution and can involve attorney fees.
- Provider Offenses. ORC 5111.03: This law prohibits Medicaid providers from using "deception" to obtain/receive payments. Examples include falsification of reports and claims, withholding information, and providing misleading information which enables the provider to receive Medicaid reimbursement. This law permits civil and criminal penalties of \$5,000 to \$10,000 per claim, three times the amount of illegal reimbursement received, costs of enforcement, and possible exclusion from the Medicaid program.
- Disciplinary Actions. ORC 4731.22: This law prohibits physicians, osteopaths, and podiatrists from using fraudulent misrepresentation to obtain

“money or anything of value” in the course of practice. It also prohibits physicians from waiving deductibles or co-payments as an enticement to keep the patient coming back for care, unless the waiver is approved in writing by the payor. This law enables the Ohio Medical Board to investigate and discipline a physician’s license.

- Prohibiting Referrals for Designated Health Services. ORC 4731.66: This statute authorizes the Ohio Medical Board to investigate and discipline a physician, osteopath, or podiatrist for referring patients for designated health services to persons or entities when the provider or a member of the provider’s immediate family has an ownership/investment interest or a compensation arrangement with the person/entity unless the arrangement falls under certain exceptions listed in ORC 4731.67. School and physician relationships are complex and arrangements must be reviewed by the Compliance Officer and/or Legal Counsel prior to the acceptance of such referrals.
- Medicaid Payments Exceed \$5 Million. ORC 5111.101: This law requires entities receiving Medicaid payments of \$5 million or more to provide written information to its employees, Providers and agents about the federal and state laws which govern false claims, fraud and waste, and information about “whistleblower” protections available to employees for preventing and detecting fraud, waste, and abuse.

- **Fraud, Waste & Abuse Prevention & Detection**

The Christ School has written policies which are part of the Code of Responsible Conduct and the Corporate Compliance Program which acknowledges the role of each employee and Providers and agents in preventing and reporting fraud, waste, and abuse in health care programs.

- **“Whistleblower” Protection**

The Christ School encourages the identification, investigation, and prevention of any action which may violate any of the fraud, waste, and abuse statutes and laws governing health care providers cited in this Program. If any employee suspects that activity violating the laws is taking place, or has taken place, the individual should contact his/her immediate supervisor and/or the Compliance Officer. Anonymous reporting can be made through the Hotline (800) 398-1496).

Standard of Conduct

The Christ School policy and federal/state laws prohibit retaliation against those who report such activity and protect anyone who files a “whistleblower” lawsuit in good faith. If a reporting or filing employee believes he/she has experienced retribution or retaliation, this should be reported to the Compliance Division or call the Hotline (800) 398-1496.

7) RELATIONSHIPS WITH AFFILIATED PHYSICIANS

Since the mid 1980s, health care has become one of the most heavily regulated industries in the nation. As a result, many transactions that used to be permissible in the health care arena are no longer proper. Relationships between health care providers and physicians have come under substantial scrutiny as part of the increasing regulation of health care. Therefore, The Christ School must carefully structure its business arrangements with physicians to ensure that those arrangements comply with applicable legal requirements.

Because most of the laws apply to the physicians involved in these transactions as well as to The Christ School, compliance should benefit them also.

In order to comply with applicable legal and ethical standards regarding referrals and admissions, The Christ School, its employees, health professionals, and volunteers will adhere strictly to the following standard of conduct.

Standard of Conduct

The Christ School does not pay for referrals and does not seek or accept payments for making referrals to health care entities or providers.

The Christ School accepts patient referrals and admissions based solely on a patient's medical needs and its ability to meet those needs. The Christ School does not pay or offer to pay anyone including, but not necessarily limited to, its employees, physicians, and other health professionals for referrals of patients. That is, The Christ School does not offer or give anything of value (*e.g.*, money, discounts, goods or services), directly or indirectly for patient referrals.

The Christ School, its employees, health professionals, and volunteers may not solicit or receive any money or other item of value, directly or indirectly, in exchange for referring patients to another health care provider or supplier. When The Christ School does make patient referrals to another provider or supplier, it will not consider the volume or value of referrals that that provider or supplier makes or may make to The Christ School.

Violation of this rule could have serious consequences for The Christ School and for the individuals involved in the violation including civil and criminal penalties, as well as possible exclusion from participation in federally funded health care programs. Any Christ School employee or health professional who is contemplating a business arrangement that might implicate this rule must submit the proposed arrangement to the Compliance Division or Legal Counsel for review.