CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
AND
THE HEALTH CARE FINANCING ADMINISTRATION
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
ANTHEM HEALTH PLANS, INC., DOING BUSINESS AS
ANTHEM BLUE CROSS AND BLUE SHIELD OF CONNECTICUT

I. PREAMBLE

Anthem Health Plans, Inc., doing business as Anthem Blue Cross and Blue Shield of Connecticut ("ABCBS-CT"), hereby enters into this Corporate Integrity Agreement ("CIA") with the Office of Inspector General ("OIG") and the Health Care Financing Administration ("HCFA") of the United States Department of Health and Human Services ("HHS"), to ensure compliance with the requirements of the Medicare+Choice program (as currently defined at 42 U.S.C. §§ 1395w-21 - w-28 and 42 C.F.R. Parts 400, 403, 410, 411, 417 and 422). Notwithstanding any relationship(s) that ABCBS-CT may have with related entities, contractors or subcontractors, ABCBS-CT shall maintain full responsibility for adhering to, and fully complying with, the terms and conditions of this CIA. ABCBS-CT's compliance with the terms and conditions in this CIA shall constitute an element of ABCBS-CT's present responsibility with regard to participation in the Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)). This CIA is designed to ensure ABCBS-CT's compliance with this CIA and all applicable Federal health care statutes, regulations and written HCFA directives by those responsible for administering ABCBS-CT's Medicare+Choice contract, including

ABCBS-CT's officers, directors, employees, agents and contractors (hereinafter referred to as "Covered Individuals"). This CIA is also designed to ensure ABCBS-CT's commitment to promote compliance with all applicable Federal health care statutes, regulations and written HCFA directives by those individuals and entities, located within the state of Connecticut, with whom ABCBS-CT contracts to provide services and supplies to Medicare beneficiaries (hereinafter referred to as "Contracted Providers"). This CIA is intended to be for the benefit of the parties to this CIA and does not create any rights or benefits for any individuals or entities, except as expressly stated in section III.B.1.f of this CIA. Contemporaneously with this CIA, ABCBS-CT is entering into a Settlement Agreement with the United States, and this CIA is incorporated by reference into that Settlement Agreement.

II. TERM OF THE CIA

The period of the compliance obligations assumed by ABCBS-CT under this CIA shall be five years from the effective date of this CIA. The effective date of this CIA will be the date on which the final signatory of this CIA executes this CIA. If during the term of this CIA, ABCBS-CT proposes to enter into any new contract with HCFA, ABCBS-CT agrees to enter into a separate CIA with OIG and HCFA for the new contract that is acceptable to ABCBS-CT, OIG and HCFA, prior to entering into any such HCFA contract. The period of the compliance obligations assumed by ABCBS-CT under any new CIA shall be co-extensive with the term of this CIA.

III. CORPORATE INTEGRITY OBLIGATIONS

ABCBS-CT established a compliance program prior to entering into this CIA. To the extent that ABCBS-CT has already implemented the requirements set forth in this CIA as part of its compliance program, ABCBS-CT shall maintain those elements as least for the duration of this CIA. To the extent that such requirements have not been implemented, ABCBS-CT shall implement and maintain the provisions set forth below within the designated time frames.

A. Compliance Officer. Prior to the effective date of this CIA, ABCBS-CT appointed an individual to serve as its Compliance Officer. The Compliance Officer shall be responsible for developing and implementing policies, procedures and practices designed to ensure compliance with the requirements set forth in this CIA and with the requirements of the Federal health care programs. The Compliance Officer shall be a member of senior management of ABCBS-CT and shall not be the Chief Financial Officer or the General Counsel or within the Office of General Counsel of ABCBS-CT. He or she shall make regular (at least quarterly) reports regarding compliance matters directly to the CEO and/or to the Board of Directors of ABCBS-CT and shall be authorized to report to the Board of Directors at any time. The Compliance Officer shall be authorized to monitor the day-to-day activities engaged in by ABCBS-CT to further its compliance objectives as well as any reporting obligations created under this CIA. In the event a new Compliance Officer is

appointed during the term of this CIA, ABCBS-CT shall notify the OIG, in writing, within fifteen (15) days prior to such a change.

In performing his or her duties, the Compliance Officer shall utilize HCFA's Contractor Performance Monitoring System to assess ABCBS-CT's adherence to certain HCFA requirements for managed care contractors. Further, with regard to data submission by ABCBS-CT to HCFA, ABCBS-CT shall give the Compliance Officer full authority to stop the submission of data that he or she believes is problematic, until such time as the issue in question has been resolved.

Prior to the effective date of this CIA, ABCBS-CT appointed a Compliance Committee. The Compliance Committee shall, at a minimum, include the Compliance Officer and any other appropriate officers as necessary to meet the requirements of this CIA within ABCBS-CT's corporate structure (*e.g.*, senior executives of each major department, such as marketing, utilization review, quality assurance, appeals and grievance, claims processing, enrollment/disenrollment, information systems, provider contracting, finance, clinical, human resources and audit). The Compliance Officer shall chair the Compliance Committee, and the Committee shall support the Compliance Officer in fulfilling his/her responsibilities.

B. Written Standards.

1. *Code of Conduct*. Within ninety (90) days of the effective date of this CIA, ABCBS-CT shall review and, if appropriate, revise its established Code of Conduct. The

Code of Conduct shall be distributed to all Covered Individuals and Contracted Providers within one hundred twenty (120) days of the effective date of this CIA. ABCBS-CT shall make the promotion of, and adherence to, the Code of Conduct an element in evaluating the performance of managers, supervisors and all Covered Individuals. The Code of Conduct shall, at a minimum, set forth:

a. ABCBS-CT's commitment to full compliance with all statutes, regulations and written Federal or State governmental directives applicable to Federal health care programs, including its commitment to promote and provide access to quality health care consistent with Federal and applicable State health care program statutes, regulations and written HCFA directives;

b. a requirement that all Covered Individuals shall be expected to comply with all statutes, regulations and written Federal or State governmental directives applicable to Federal health care programs and with ABCBS-CT's own policies and procedures (including the requirements of this CIA);

c. a requirement that all Contracted Providers shall be expected to comply with all applicable Federal and State health care statutes, regulations and written Federal or State governmental directives and with

all applicable ABCBS-CT policies and procedures related to the Medicare+Choice contract;

d. a requirement that all Covered Individuals shall be expected to report suspected violations of any statute, regulation or written HCFA directive applicable to the Federal health care programs;

e. the possible consequences to both ABCBS-CT and to any Covered Individual for failure to comply with all statutes, regulations and written Federal or State governmental directives applicable to Federal health care programs, and with ABCBS-CT's own policies and procedures or for failure to report such non-compliance;

f. the right of all Covered Individuals to use the Confidential Disclosure Program described in section III.E of this CIA, as well as ABCBS-CT's commitment to confidentiality and non-retaliation with respect to disclosures; and

g. access to the Confidential Disclosure Program described in section III.E of this CIA for all Contracted Providers, as well as ABCBS-CT's commitment to confidentiality and non-retaliation with respect to disclosures.

Within one hundred twenty (120) days of the effective date of the CIA, each Covered Individual shall certify, in writing, that he or she has received, read, understood and agreed to

abide by ABCBS-CT's Code of Conduct. New Covered Individuals shall receive the Code of Conduct and shall complete the required certification within two (2) weeks after the commencement of their employment or contract(s) or within one hundred twenty (120) days of the effective date of the CIA, whichever is later. These certifications shall be maintained in a reasonable manner for at least the term of this CIA and shall be made available to OIG and HCFA upon request.

ABCBS-CT will annually affirm or revise the Code of Conduct, as appropriate. The revised Code of Conduct shall be distributed to Covered Individuals within thirty (30) days and to Contracted Providers within sixty (60) days of making such revisions. Covered Individuals shall certify on an annual basis that they have received, read, understood and agreed to abide by the Code of Conduct, whether revised or not. These certifications shall be made available to OIG or HCFA upon request.

2. *Compliance Policies and Procedures*. Prior to the effective date of this CIA, ABCBS-CT established Compliance Policies and Procedures covering its Medicare+Choice contract. Within one hundred twenty (120) days of the effective date of this CIA, ABCBS-CT shall review existing written and unwritten Compliance Policies and Procedures and, to the extent not already accomplished, shall develop and initiate implementation of new written Compliance Policies and Procedures regarding the operation of ABCBS-CT's compliance program and its compliance with all applicable Federal and State health care statutes, regulations, operational policy letters and other written HCFA directives, including the

requirements of the Federal health care programs in which ABCBS-CT participates. In addition, the Compliance Policies and Procedures shall include disciplinary guidelines for Covered Individuals and a requirement that Covered Individuals shall disclose to ABCBS-CT if a Covered Individual becomes an Ineligible Person. ABCBS-CT shall provide methods for Covered Individuals and Contracted Providers to make disclosures or otherwise report on compliance issues to ABCBS-CT management through the Confidential Disclosure Program required by section III.E of this CIA. ABCBS-CT shall assess and, if necessary, update the Compliance Policies and Procedures at least annually, or as often as necessary to ensure full compliance with the terms of this CIA and the statutes, regulations and program requirements of the Federal health care programs. Any revised Compliance Policies and Procedures shall be distributed to Covered Individuals and made available to Contracted Providers within thirty (30) days of making such revisions. A summary of the Compliance Policies and Procedures will be provided to OIG and HCFA in the Implementation Report. The Compliance Policies and Procedures will be available to OIG and HCFA upon request.

Within one hundred twenty (120) days of the effective date of the CIA, the Compliance Policies and Procedures shall be distributed to all Covered Individuals and made available to Contracted Providers. Compliance staff or supervisors should be available to explain any and all Compliance Policies and Procedures. Covered Individuals shall certify that they have read, understood and will abide by the Compliance Policies and Procedures. These certifications will be made available to OIG and HCFA upon request.

C. Training and Education.

1. *General Training*. Within one hundred twenty (120) days of the effective date of this CIA, ABCBS-CT shall provide at least two (2) hours of training to each Covered Individual. This general training shall explain ABCBS-CT's:

a. Corporate Integrity Agreement requirements;

b. Compliance Program (including the Compliance Policies and Procedures as they pertain to general compliance issues); and

c. Code of Conduct.

These training materials shall be made available to the OIG, upon request.

New Covered Individuals shall receive the general training described above within thirty (30) days of commencing their employment or within one hundred twenty (120) days after the effective date of this CIA, whichever is later. Every Covered Individual shall receive such general training on an annual basis.

2. *Specific Training*. Within one hundred twenty (120) days of the effective date of this CIA, each Covered Individual who is directly involved in one or more of the following subject areas shall receive at least three (3) hours of specific training devoted to the applicable subject matter (hereafter, "Specific Training"), in addition to the general training required above: (i) data collection; (ii) submission of enrollment/disenrollment information; (iii) encounter data; (iv) adjusted community rates; (v) claims processing; (vi) marketing;

(vii) utilization review; (viii) quality assurance; and (ix) appeals and grievance procedures. This Specific Training shall include a discussion of:

a. the particular subject matter in which the Covered Individual is involved and the specific risk areas associated with that subject matter (*i.e.*, a Covered Individual involved in marketing should receive at least three (3) hours of specific training on the risk areas associated with managed care marketing);

b. the policies, procedures and other requirements applicable to the specific subject matter in which the Covered Individual is involved;

c. the obligation of each Covered Individual to comply with the standards contained in the Quality Improvement System for Managed Care;

d. applicable statutes, regulations and operational policy letters;

e. the legal sanctions for improper conduct; and

f. examples of proper and improper conduct.

These training materials shall be made available to OIG and HCFA, upon request. Persons providing the training must be knowledgeable about the applicable subject area(s) and shall coordinate such training with the Compliance Officer.

New Covered Individuals for whom Specific Training under this provision is required shall receive this training within thirty (30) days of the beginning of their employment or within one hundred twenty (120) days after the effective date of this CIA, whichever is later. If a new Covered Individual has any responsibility for any of the Specific Training subject

areas enumerated above, another Covered Individual who has supervisory experience and already has completed the Specific Training, shall review all of the new Covered Individual's work regarding the applicable subject area(s), until the new Covered Individual has completed the applicable Specific Training.

Each Covered Individual shall receive such Specific Training on an annual basis.

3. *Certification.* Each Covered Individual shall certify, in writing, that he or she has attended the required training. The certification shall specify the type of training received and the date received. The Compliance Officer shall retain the certifications, along with specific course materials. These shall be made available to OIG and HCFA upon request.

D. Engagements to Perform Annual Assessments. ABCBS-CT shall retain an outside entity, such as an accounting, auditing or consulting firm (hereinafter referred to as "Independent Review Organization"), to perform an engagement to assess ABCBS-CT's performance under its Medicare+Choice contract in the following areas: enrollment data submission, encounter data submission, adjusted community rate data submission, claims processing and selective marketing/disenrollment practices ("performance engagement"). An additional engagement will determine whether ABCBS-CT is in compliance with this CIA ("compliance engagement"). Accordingly, the Independent Review Organization(s) will conduct two separate engagements.

These independent reviews shall be an annual requirement, and each shall cover a twelve (12) month period. The Independent Review Organization(s) must be retained to conduct the engagements of the first year within one hundred twenty (120) days of the effective date of this CIA. The Independent Review Organization(s) must have expertise in the areas being assessed, as well as the reporting and other requirements of the Medicare+Choice contract.

Where the area to be reviewed requires a review of a statistically valid sample of items, as specified below, the review shall be a variable appraisal and the following parameters shall apply: the sample size shall be determined through the use of a probe sample; at a minimum, the full sample must be within a ninety (90) percent confidence level and a precision of twenty-five (25) percent; the probe sample must contain at least thirty (30) sample units and cannot be used as part of the full sample; both the probe sample and the full sample must be selected through random numbers. To make a selection through random numbers, ABCBS-CT and/or the Independent Review Organization shall use OIG's Office of Audit Services Statistical Sampling Software, also known as *RAT-STATS*, which is available through the Internet at *www.hhs.gov/progorg/oas/ratstat.html.*

1. Each annual performance engagement shall include the following components in its methodology:

a. Performance Engagement Objective: A clear statement of the objective of the engagement and the procedure(s) that will be applied to achieve the objective.

b. Performance Engagement Population: For each review area, identify the population, which is the group about whom data must be gathered and analyzed. Explain the methodology used to develop the population and provide the basis for this determination.

c. Sources of Data: For each review area, provide a full description of the source of data upon which the performance engagement's conclusion(s) will be based, including the legal or other standards applied, documents relied upon and/or any contractual obligations.

d. Sampling Unit: For each review area, define the sampling unit, which is any of the designated elements that comprise the population of interest.

e. Sampling Frame: For each review area, identify the sampling frame, which is the totality of the sampling units from which the sample will be selected.

2. *Performance Engagement.* The annual performance engagement shall consist of reviews of the following five areas:

a. *Enrollment Data.* The purpose of the enrollment data review is to determine the accuracy and reliability of ABCBS-CT's submission of enrollment data to HCFA, including data indicating Medicare/Medicaid dual eligibility, institutionalization, hospice

status and ESRD status. The enrollment data review shall consist of a review of a statistically valid sample of cases that can be projected to the population of claims for the relevant one-year time period. The enrollment data review shall provide:

i. findings regarding ABCBS-CT's enrollment data submission operation (including, but not limited to, the operation of the enrollment data certification process, the strengths and weaknesses of the process that provides the basis for the certification, the internal controls of the process by which certification is obtained and the overall effectiveness of the system);

ii. findings regarding whether ABCBS-CT is utilizing proper and appropriate methods in its enrollment data submission;

iii. findings regarding ABCBS-CT's procedures to correct enrollment data that are incorrect;

iv. findings regarding whether ABCBS-CT's receipt of enhanced capitation payments in cases of Medicare/Medicaid dual-eligibility, institutionalization, hospice status and ESRD status, is proper and appropriate, including, but not limited to, whether ABCBS-CT's requests for enhanced capitation can be supported by documentation (*i.e.*, copies of Medicaid cards and/or the HI Mini-Master database for dual eligibility verification); and

v. findings regarding the steps ABCBS-CT is taking to bring its operations into compliance or to correct problems identified by the review.

b. *Encounter Data.* The purpose of the encounter data review is to determine the accuracy and reliability of ABCBS-CT's submission of encounter data to HCFA. The encounter data review shall consist of a review of a statistically valid sample of cases that can be projected to the population of claims for the relevant one-year time period. The encounter data engagement shall provide:

i. findings regarding ABCBS-CT's encounter data submission operation (including, but not limited to, the operation of the encounter data certification process, the strengths and weaknesses of the process that provides the basis for the certification, the internal controls of the process by which certification is obtained and the overall effectiveness of the system);

ii. findings regarding whether ABCBS-CT is utilizing proper and appropriate methods in its encounter data submission;

iii. findings regarding ABCBS-CT's procedures to correct encounter data that are incorrect; and

iv. findings regarding the steps ABCBS-CT is taking to bring its operations into compliance or to correct problems identified by the audit.

c. *Adjusted Community Rate Data.* The purpose of the adjusted community rate data review is to determine the accuracy and reliability of ABCBS-CT's submission of adjusted community rate data to HCFA. The adjusted community rate data review shall consist of a review of a statistically valid sample of cases that can be projected to the population of claims for the relevant time period. The adjusted community rate data review shall provide:

i. findings regarding ABCBS-CT's adjusted community rate data submission operation (including, but not limited to, the operation of the adjusted community rate data certification process, the strengths and weaknesses of the process that provides the basis for the certification, the internal controls of the process by which certification is obtained and the overall effectiveness of the system);

ii. findings regarding whether ABCBS-CT is utilizing proper and appropriate methods in its adjusted community rate data submission;

iii. findings regarding ABCBS-CT's procedures to correct adjusted community rate data that are incorrect; and

iv. findings regarding the steps ABCBS-CT is taking to bring its operations into compliance or to correct problems identified by the audit.

d. *Claims Processing.* The purpose of the claims processing review is to determine whether ABCBS-CT is in compliance with the prompt payment provisions of

42 C.F.R. § 422.520. The claims processing review shall consist of a review of a statistically valid sample of claims that can be projected to the population of claims for the relevant time period. The claims processing review shall provide:

i. findings regarding ABCBS-CT's claims processing operation (including, but not limited to, the operation of the claims processing system, strengths and weaknesses of this system, internal controls and effectiveness of the system);

ii. findings regarding whether ABCBS-CT is processing claims for services billed to ABCBS-CT on behalf of Medicare beneficiaries in a proper and timely manner;

iii. findings regarding ABCBS-CT's procedures to correct inaccurate or untimely claims processing; and

iv. findings regarding the steps ABCBS-CT is taking to bring its operations into compliance or to correct problems identified by the audit.

e. *Selective Marketing/Disenrollment.* The purpose of the selective marketing/disenrollment review is to determine whether ABCBS-CT is discriminating on the basis of the health status of individuals when enrolling or disenrolling Medicare+Choice beneficiaries. These risk areas are described in greater detail at sections II.A.2.(b) and (c) of the OIG's Compliance Program Guidance for Medicare+Choice Organizations Offering Coordinated Care Plans. The Independent Review Organization shall use a combination of

methods to perform this review, including, but not necessarily limited to, the following: the use of "secret shoppers" to test ABCBS-CT's marketing efforts and sales agents; surveys of current enrollees; and exit interviews of former enrollees (particularly those who disenroll just prior to undergoing costly care) regarding their experiences with ABCBS-CT's marketing and disenrollment process.

3. *Compliance Engagement.* The purpose of the compliance engagement is to provide findings regarding whether ABCBS-CT's program, policies, procedures and operations comply with the terms of this CIA. This engagement shall include section by section findings regarding the requirements of this CIA. A complete copy of the original Independent Review Organization's report(s) or other rendering of conclusions pursuant to these engagements shall be included in each of ABCBS-CT's Annual Reports to the OIG and HCFA.

7. *Verification/Validation.* In the event that the OIG determines that it is necessary to conduct an independent review to determine whether or the extent to which ABCBS-CT is complying with its obligations under this CIA, ABCBS-CT agrees to pay for the reasonable cost of any such review or engagement by the OIG, HCFA or any of their designated agents. ABCBS-CT agrees to pay for no more than one such review or engagement in any twelve (12) month period.

E. Confidential Disclosure Program. Within one hundred twenty (120) days after the effective date of this CIA, ABCBS-CT shall establish a Confidential Disclosure Program,

which must include measures (*e.g.*, a toll-free compliance telephone line) to enable Covered Individuals, Contracted Providers or other individuals to disclose to the Compliance Officer or some other person who is not in the reporting individual's chain of command, any identified compliance issues or questions associated with ABCBS-CT's policies, practices or procedures with respect to the Federal health care programs. ABCBS-CT shall publicize the existence of the Confidential Disclosure Program (*e.g.*, in e-mails to Covered Individuals, on wallet cards, on pay stubs and through posting of the hotline number on an Intranet or in prominent common areas).

The Confidential Disclosure Program shall emphasize a non-retribution, non-retaliation policy and shall include a reporting mechanism for anonymous, confidential communication. Upon receipt of a complaint, the Compliance Officer (or designee) shall gather the information in such a way as to elicit all relevant information from the individual reporting the alleged misconduct. The Compliance Officer (or designee) shall make a preliminary good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any disclosure that is sufficiently specific so that it reasonably (1) permits a determination of the appropriateness of the alleged improper practice, and (2) provides an opportunity for taking corrective action, ABCBS-CT shall conduct an internal review of the allegations set forth in such a disclosure and ensure that proper follow-up is conducted.

The Compliance Officer shall maintain a confidential disclosure log that shall include a record and summary of each allegation received, the status of the respective investigations and any corrective action taken in response to the investigation. The confidential disclosure log shall be made available to OIG or HCFA upon request.

F. Ineligible Persons.

1. *Definition.* For purposes of this CIA, an "Ineligible Person" shall be any individual or entity who: (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal health care programs; or (ii) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility.

2. *Screening Requirements.* ABCBS-CT shall not knowingly hire or engage as subcontractors any Ineligible Person if that Ineligible Person's salary or the items or services rendered, ordered or prescribed by the Ineligible Person would be paid in whole or part, directly or indirectly, by Federal health care programs or otherwise with Federal funds. To prevent hiring or subcontracting with any Ineligible Person, ABCBS-CT shall screen all prospective Covered Individuals and prospective Contracted Providers prior to engaging their services by (i) requiring all Covered Individual applicants to disclose whether they are Ineligible Persons, and (ii) reviewing the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://www.arnet.gov/epls)

and the HHS/OIG list of excluded individuals and entities (available through the Internet at http://www.hhs.gov/oig) (these lists and reports will hereinafter be referred to as the "Exclusion Lists") to determine whether Covered Individual applicants and Contracted Provider applicants are Ineligible Persons. With regard to the screening of Contracted Provider applicants, ABCBS-CT shall make a good faith attempt to request and review relevant information from the Healthcare Integrity Protection Data Bank.

3. *Review and Removal Requirement.* Within ninety (90) days of the effective date of this CIA, ABCBS-CT will review its list of current Covered Individuals and Contracted Providers against the Exclusion Lists. Thereafter, ABCBS-CT will review the list annually. If ABCBS-CT has notice that a Covered Individual or a Contracted Provider has become an Ineligible Person, ABCBS-CT will remove such Ineligible Person from responsibility for, or involvement with, ABCBS-CT's business operations related to the Federal health care programs and shall remove such Ineligible Person from any position for which the Ineligible Person's salary or the items or services rendered, ordered or prescribed by the Ineligible 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 Ineligible Person is reinstated into participation in the Federal health care programs.

4. *Pending Charges and Proposed Exclusions.* If ABCBS-CT has notice that a Covered Individual is charged with a criminal offense related to any Federal health care program, or is proposed for exclusion during his or her employment or contract, ABCBS-CT

shall take all appropriate actions to ensure that the responsibilities of that Covered Individual do not adversely affect the quality of care provided to beneficiaries of, or the accuracy of any claims submitted to, any Federal health care program. If ABCBS-CT has notice that a Contracted Provider is charged with a criminal offense related to any Federal health care program, or is proposed for exclusion during the term of the Contracted Provider's contract, ABCBS-CT shall take such reasonable action that it deems appropriate to safeguard the quality of care provided to beneficiaries of any Federal health care program by such Contracted Provider.

G. Notification of Proceedings. Within thirty (30) days of discovery, ABCBS-CT shall notify OIG, in writing, of any ongoing investigation or legal proceeding, related to the Federal health care programs, conducted or brought by a governmental entity or its agents involving an allegation that ABCBS-CT has committed a crime or has engaged in fraudulent activities or any other knowing misconduct. 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. ABCBS-CT shall also provide written notice to OIG within thirty (30) days of the resolution of the matter, and shall provide OIG with a description of the findings and/or results of the proceedings, if any.

H. Reporting.

1. *Reporting of Overpayments.* If, at any time, ABCBS-CT identifies or learns of any policies, procedures and/or practices that result in an overpayment, as defined in

section III.H.3 of this CIA, ABCBS-CT shall notify the payor (*e.g.*, HCFA or HCFA's Regional Office) and OIG within thirty (30) days of discovering the overpayment and take remedial steps within sixty (60) days of discovery (or such additional time as may be agreed to by the payor) to correct the problem, including steps to prevent the underlying problem and the overpayments from recurring. If the overpayment is discovered as the result of any of the activities required by this CIA, the notice to the payor and OIG shall include:

a. a statement that the refund is being made pursuant to this CIA;

b. a description of the complete circumstances surrounding the overpayment;

c. the methodology by which the overpayment was determined;

d. the amount of the overpayment;

e. any beneficiary-specific information or provider-specific information used to determine the overpayment (*e.g.*, beneficiary health insurance number, enrollment date, payment date and provider number(s));

f. the plan number or contract number under which the repayment is being made; and

g. the cost reporting period [if applicable].

2. *Reporting of Material Deficiencies.* If ABCBS-CT determines that there is a material deficiency, ABCBS-CT shall notify OIG within thirty (30) days of discovering the material deficiency. If the material deficiency results in an overpayment, the report to OIG shall be made at the same time as the report to the payor and shall include all of the

information required by section III.H.1 of this CIA plus: (i) the payor's name, address and contact person where the overpayment was refunded; and (ii) the date and identification number (or electronic transaction number) of the check on which the overpayment was repaid. Regardless of whether the material deficiency resulted in an overpayment, the report to the OIG shall include:

a. a complete description of the material deficiency, including the relevant facts, persons involved and legal and program authorities;

b. ABCBS-CT's actions to correct the material deficiency; and

c. any further steps ABCBS-CT plans to take to address such material deficiency and prevent it from recurring.

3. *Definition of "Overpayment."* For purposes of this CIA, an "overpayment" shall mean an amount of money that ABCBS-CT has received from HCFA or any other Federal health care payor in excess of the amount due and payable (except for routine adjustments made by HCFA in the course of administering ABCBS-CT's Medicare+Choice contract) under the Federal health care programs' statutes, regulations, operational policy letters or written Federal or State governmental directives.

4. *Definition of "Material Deficiency."* For purposes of this CIA, a "material deficiency" means anything that involves: (i) a substantial overpayment relating to any Federal health care program; (ii) a violation by ABCBS-CT or any Covered Individual of any Federal health care program statute, regulation or written Federal or State governmental

directive related to ABCBS-CT's participation in the Federal health care programs (such a violation would be established by credible evidence of misconduct from any source that ABCBS-CT, after reasonable inquiry, has reason to believe may violate criminal, civil or administrative law related to any Federal health care program in which ABCBS-CT participates); or (iii) any material violation by ABCBS-CT or a Covered Individual of, or failure to materially comply with, the standards contained in the Quality Improvement System for Managed Care for Organizations Contracting with Medicare or Medicaid. A material deficiency may be the result of an isolated event or a series of occurrences.

IV. NEW LOCATIONS

In the event that ABCBS-CT purchases or establishes new business units that participate in the Federal health care programs, after the effective date of this CIA, ABCBS-CT shall notify OIG of this fact thirty (30) days prior to the date of purchase or establishment. This notification shall include the location of the new operation(s), phone number, fax number, Federal health care program provider number(s) (if any) and contract number. All Covered Individuals at such locations shall be subject to the requirements in this CIA that apply to new Covered Individuals. All Contracted Providers associated with such new locations shall be treated in a manner consistent with the terms of this CIA.

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within one hundred and fifty (150) days after the effective date of this CIA, ABCBS-CT shall submit a written report to OIG and HCFA summarizing

the status of its implementation of the requirements of this CIA. This Implementation Report shall include:

1. the name, address, phone number and position description of the Compliance Officer required by section III.A;

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

3. a copy of ABCBS-CT's Code of Conduct required by section III.B.1;

4. the summary of the Compliance Policies and Procedures required by section III.B.2;

5. a description of the training programs required by section III.C, including a description of the targeted audiences and a schedule of when the training sessions were held;

6. a certification by the Compliance Officer addressing whether:

   a. the Policies and Procedures required by section III.B have been developed, are being implemented and have been distributed or made available to all appropriate Covered Individuals and Contracted Providers;

   b. all Covered Individuals have completed the Code of Conduct certification required by section III.B.1; and

c. all Covered Individuals have completed the training and executed the certification required by section III.C.

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

8. the identity of the Independent Review Organization(s) and the proposed start and completion date of the first audit; and

9. a summary of personnel actions taken pursuant to section III.F.

B. Annual Reports. ABCBS-CT shall submit to OIG and HCFA Annual Reports with respect to the status and findings of ABCBS-CT's compliance activities for each of the one-year periods covered by this CIA. The Annual Reports shall include:

1. any change in the identity or position description of the Compliance Officer and/or members of the Compliance Committee described in section III.A;

2. a certification by the Compliance Officer that:

a. all Covered Individuals have completed the annual Code of Conduct certification required by section III.B.1; and

b. all Covered Individuals have completed the training and executed the certification required by section III.C.

3. notification of any changes or amendments to the Compliance Policies and Procedures required by section III.B and the reasons for such changes (*e.g.*, change in contractor policy);

4. a complete copy of the report(s) prepared pursuant to the Independent Review Organization's engagements, including a description of the methodology used;

5. ABCBS-CT's response/corrective action plan to any issues raised by the Independent Review Organization;

6. a summary of overpayments and material deficiencies reported pursuant to section III.H, during the period covered by the Annual Report;

7. a report of the aggregate overpayments that have been returned to the Federal health care programs, during the period covered by the Annual Report;

8. a summary of the confidential disclosures made pursuant to section III.E;

9. a description of any personnel actions (other than hiring) taken by ABCBS-CT as a result of the obligations in section III.F; the name, title, and responsibilities of any person that falls within the ambit of section III.F.4; and the actions taken in response to the obligations set forth in that section, subject to the rights and privileges of individuals under applicable laws;

10. a summary and/or update describing any ongoing investigation or legal proceeding conducted or brought by a governmental entity, involving an allegation that ABCBS-CT has committed a crime or has engaged in fraudulent activities or other knowing misconduct, which must be reported pursuant to section III.G. The statement shall include a description of the allegation, the

identity of the investigating or prosecuting agency and the status of such investigation, legal proceeding or inquiry;

11. a corrective action plan to address the items reportable under section III.H;

12. a copy of ABCBS-CT's certifications of enrollment data (including dual-eligibility status, institutionalization, hospice status and ESRD status), encounter data and adjusted community rate data provided to HCFA during the period covered by the Annual Report; and

13. a listing of all of ABCBS-CT's locations (including both street and mailing addresses), the name under which ABCBS-CT is doing business at each location, the phone and fax numbers for each location and the contract number associated with the health plan in each location.

The first Annual Report shall be received by OIG and HCFA no later than one year and ninety (90) days after the effective date of this CIA. Subsequent Annual Reports shall be submitted no later than the anniversary date of the due date of the first Annual Report.

C. Certifications. The Implementation Report and Annual Reports shall include a certification by the Compliance Officer, under penalty of perjury, that: (1) ABCBS-CT is in compliance with all of the requirements of this CIA, to the best of his or her knowledge; and (2) the Compliance Officer has reviewed the Report and has made reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

VI. NOTIFICATIONS AND SUBMISSION OF REPORTS

Unless otherwise stated in writing subsequent to the effective date of this CIA, all notifications and reports required under this CIA shall be submitted to the entities listed below:

OIG:

Civil Recoveries Branch - Compliance Unit
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, SW
Washington, DC 20201
Phone: 202.619.2078
Fax: 202.205.0604

HCFA:

Darin Wipperman
Health Plan Purchasing & Administration Group
Health Care Financing Administration
7500 Security Boulevard
Baltimore, Maryland 21244
Phone: 410.786.7172
Fax: 410.786.8933

ABCBS-CT:

Gayle T. Bassick, Esq.
Anthem Blue Cross and Blue Shield of Connecticut
Legal Department
370 Bassett Road
North Haven, Connecticut 06473-4201
Phone: 203.234.5140
Fax: 203.239.7742

VII. OIG INSPECTION, AUDIT AND REVIEW RIGHTS

In addition to any other rights OIG and HCFA may have by statute, regulation or contract, OIG, HCFA or their duly authorized representative(s) may examine ABCBS-CT's books, records and other documents and supporting materials and conduct on-site visits for the purpose of verifying and evaluating: (a) ABCBS-CT's compliance with the terms of this CIA; and (b) ABCBS-CT's compliance with the requirements of the Federal health care programs in which it participates. The documentation described above shall be made available by ABCBS-CT to OIG, HCFA or their duly authorized representative(s) at all reasonable times for inspection, audit or reproduction. Furthermore, for purposes of this provision, OIG, HCFA or their duly authorized representative(s) may interview any of ABCBS-CT's Covered Individuals who consent to be interviewed at his or her place of business during normal business hours or at such other place and time as may be mutually agreed upon between the Covered Individual, OIG and HCFA. ABCBS-CT agrees to assist OIG and HCFA in contacting and arranging interviews with such Covered Individuals at OIG's or HCFA's request, consistent with such rights that the Covered Individuals may have under state law. ABCBS-CT's employees may elect to be interviewed with or without a representative of ABCBS-CT present.

VIII. DOCUMENT AND RECORD RETENTION

ABCBS-CT shall maintain for inspection all documents and records relating to capitated payments from the Medicare program or other Federal health care programs, or

relating to compliance with this CIA, for six (6) years (or longer if otherwise required by applicable statute, regulation or written Federal or State governmental directive).

IX. DISCLOSURES

Subject to HHS' Freedom of Information Act ("FOIA") procedures, set forth in 45 C.F.R. Part 5, OIG and HCFA shall make a reasonable effort to notify ABCBS-CT prior to any release by OIG or HCFA of information submitted by ABCBS-CT pursuant to its obligations under this CIA, and identified upon submission by ABCBS-CT as trade secrets, commercial, financial, privileged or confidential information under the FOIA rules. ABCBS-CT shall refrain from identifying any information as trade secrets, commercial, financial, privileged or confidential information that does not meet the criteria for exemption from disclosure under FOIA.

X. BREACH AND DEFAULT PROVISIONS

ABCBS-CT is expected to fully and timely comply with all of the obligations herein throughout the term of this CIA or other time frames agreed to herein.

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, ABCBS-CT and OIG hereby agree that failure to comply with certain obligations 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, beginning ninety (90) days after the effective date of this CIA and concluding at the end of the term of this CIA, ABCBS-CT fails to have in place any of the following:

a. a Compliance Officer;

b. a Compliance Committee;

c. a written Code of Conduct;

d. written Compliance Policies and Procedures;

e. a training program; and

f. a Confidential Disclosure Program.

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 ABCBS-CT fails to meet any of the deadlines to submit the Implementation Report or the Annual Reports to the OIG and HCFA.

3. A Stipulated Penalty of $2,000 (which shall begin to accrue on the date the failure to comply began) for each day ABCBS-CT:

a. knowingly hires or enters into a contract with an Ineligible Person who is in a position in which the Ineligible Person's salary or items or services provided, rendered, ordered or prescribed by the Ineligible Person are paid in whole or part, directly or indirectly, by the Federal health care programs or otherwise with Federal funds, after that Ineligible Person has been listed by a federal agency as excluded, debarred, suspended or

otherwise ineligible for participation in the Medicare, Medicaid or any other Federal health care program (this Stipulated Penalty shall not be demanded for any time period during which ABCBS-CT can demonstrate that it did not discover the person's exclusion or other ineligibility after making a reasonable inquiry (as described in section III.F of this CIA) as to the status of the person); or

b. knowingly continues to employ or contract with an Ineligible Person and that Ineligible Person: (i) has responsibility for, or involvement with, ABCBS-CT's business operations related to the Federal health care programs, or (ii) is in a position for which the Ineligible Person's salary or the items or services rendered, ordered or prescribed by the Ineligible Person are paid in whole or in part, directly or indirectly, by Federal health care programs or otherwise with Federal funds (this Stipulated Penalty shall not be demanded for any time period during which ABCBS-CT can demonstrate that it did not discover the person's exclusion or other ineligibility after making a reasonable inquiry (as described in section III.F) as to the status of the person).

4. A Stipulated Penalty of $1,500 (which shall begin to accrue on the date that ABCBS-CT fails to grant access) for each day ABCBS-CT fails to grant access to the information or documentation as required in section VII of this CIA.

5. A Stipulated Penalty of $1,000 (which shall begin to accrue ten (10) days after the date that OIG provides notice to ABCBS-CT of the failure to comply) for each day ABCBS-CT fails to comply fully and adequately with any obligation of this CIA. In its

notice to ABCBS-CT, the OIG shall state the specific grounds for its determination that ABCBS-CT has failed to comply fully and adequately with the CIA obligation(s) at issue.

B. Payment of Stipulated Penalties.

1. *Demand Letter*. Upon a finding that ABCBS-CT has failed to comply with any of the obligations described in section X.A of this CIA and that Stipulated Penalties are appropriate, OIG shall notify ABCBS-CT by personal service or certified mail of (a) ABCBS-CT's failure to comply and (b) the OIG's exercise of its contractual right to demand payment of the Stipulated Penalties (this notification is hereinafter referred to as the "Demand Letter").

Within fifteen (15) days of the date of the Demand Letter, ABCBS-CT shall either (a) cure the breach to the OIG's satisfaction and pay the applicable stipulated penalties or (b) request a hearing before an HHS administrative law judge ("ALJ") to dispute the OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in section X.D of this CIA. In the event ABCBS-CT elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until ABCBS-CT cures, to the 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.C of this CIA.

2. *Timely Written Requests for Extensions*. ABCBS-CT may 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 ABCBS-CT fails to meet the revised deadline as agreed to by the OIG-approved extension. 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 two (2) business days after ABCBS-CT receives OIG's written denial of such request. A "timely written request" is defined as a request in writing received by OIG at least five (5) 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.

3. *Form of Payment.* Payment of the Stipulated Penalties shall be made by certified or cashier's check, payable to "Secretary of the Department of Health and Human Services," and submitted to OIG at the address set forth in section VI of this CIA.

4. *Independence from Material Breach Determination.* Except as otherwise noted, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for the OIG's determination that ABCBS-CT has materially breached this CIA, which decision shall be made at the OIG's discretion and be governed by the provisions in section X.C of this CIA.

C. Exclusion for Material Breach of this CIA

1. *Notice of Material Breach and Intent to Exclude*. The parties agree that a material breach of this CIA by ABCBS-CT constitutes an independent basis for ABCBS-CT's exclusion from participation in the Federal health care programs. Upon a determination by OIG that ABCBS-CT has materially breached this CIA and that exclusion should be imposed, the OIG shall notify ABCBS-CT by certified mail of (a) ABCBS-CT's material breach and (b) OIG's intent to exercise its contractual right to impose exclusion (this notification is hereinafter referred to as the "Notice of Material Breach and Intent to Exclude").

2. *Opportunity to Cure*. ABCBS-CT shall have thirty-five (35) days from the date of the Notice of Material Breach and Intent to Exclude to demonstrate to the OIG's satisfaction that:

a. ABCBS-CT is in full compliance with this CIA;

b. the alleged material breach has been cured; or

c. the alleged material breach cannot be cured within the 35-day period, but that: (i) ABCBS-CT has begun to take action to cure the material breach, (ii) ABCBS-CT is pursuing such action with due diligence, and (iii) ABCBS-CT has provided to OIG a reasonable timetable for curing the material breach.

3. *Exclusion Letter*. If at the conclusion of the thirty-five (35) day period, ABCBS-CT fails to satisfy the requirements of section X.C.2 of this CIA, OIG may exclude ABCBS-CT from participation in the Federal health care programs. OIG will notify ABCBS-

CT in writing of its determination to exclude ABCBS-CT (this letter shall be referred to hereinafter as the "Exclusion Letter"). Subject to the Dispute Resolution provisions in section X.D of this CIA, the exclusion shall go into effect thirty (30) days after the date of the Exclusion Letter. The exclusion shall have the effect as stated in 42 C.F.R. § 1001.1901. If ABCBS-CT is excluded under the provisions of this CIA, ABCBS-CT may seek reinstatement pursuant to the provisions at 42 C.F.R. §§ 1001.3001-.3004.

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

a. a failure by ABCBS-CT to report a material deficiency, take corrective action and pay the appropriate refunds, as provided in section III.D of this CIA;

b. flagrant or uncured repeated violations of the obligations under this CIA, including, but not limited to, the obligations addressed in section X.A of this CIA;

c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with section X.B of this CIA;

d. a failure to retain and use an Independent Review Organization for review purposes in accordance with section III.D of this CIA; or

e. any conduct by ABCBS-CT that is unlawful or is a repeated or flagrant violation of the standards contained in the Quality Improvement System for Managed Care.

D. Dispute Resolution

1. *Review Rights.* Upon the OIG's delivery to ABCBS-CT of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under the obligation of this CIA, ABCBS-CT shall be afforded certain review rights comparable to the ones that are provided at 42 U.S.C. § 1320a-7(f) and 42 C.F.R. Part 1005, as if they applied to the Stipulated Penalties or exclusion sought pursuant to this CIA. Specifically, the OIG's determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an ALJ and, in the event of an appeal, the Departmental Appeals Board ("DAB"), in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within fifteen (15) days of the date of the Demand Letter, and the request for a hearing involving exclusion shall be made within thirty (30) days of the date of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for stipulated penalties under this CIA shall be (a) whether ABCBS-CT was in full and timely compliance with the obligations of this CIA for which the OIG demands payment and (b) the period of noncompliance. ABCBS-CT shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. If the ALJ finds for the OIG with regard to a finding of a breach of this CIA and orders ABCBS-CT to pay

Stipulated Penalties, such Stipulated Penalties shall become due and payable twenty (20) days after the ALJ issues such a decision, notwithstanding that ABCBS-CT may request review of the ALJ decision by the DAB.

3. *Exclusion Review.* Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a material breach of this CIA shall be (a) whether ABCBS-CT 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 35 day period, and if not, whether (i) ABCBS-CT had begun to take action to cure the material breach within that time period, (ii) ABCBS-CT has pursued and is pursuing such action with due diligence, and (iii) ABCBS-CT provided to OIG within that time period a reasonable timetable for curing the material breach. For purposes of the exclusion herein, exclusion shall take effect only after an ALJ decision that is favorable to the OIG. ABCBS-CT's election of its contractual right to appeal to the DAB shall not abrogate the OIG's authority to exclude ABCBS-CT upon the issuance of the ALJ's decision. If the ALJ sustains the determination of the OIG and determines that exclusion is authorized, such exclusion may, at OIG's sole discretion, take effect twenty (20) days after the ALJ issues such a decision, notwithstanding that ABCBS-CT may request review of the ALJ decision by the DAB.

XI. EFFECTIVE AND BINDING AGREEMENT

Consistent with the provisions in the Settlement Agreement pursuant to which this CIA is entered, and into which this CIA is incorporated, ABCBS-CT, OIG and HCFA agree as follows:

A. this CIA shall be binding on the successors, assigns and transferees of ABCBS-CT;

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

C. any modifications to this CIA shall be made with the prior written consent of the parties to this CIA; and

D. the undersigned ABCBS-CT signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG and HCFA signatories represent and warrant that they are signing this CIA in their official capacity and that they are authorized to execute this CIA.

ON BEHALF OF ANTHEM HEALTH PLANS, INC., DOING BUSINESS AS ANTHEM BLUE CROSS AND BLUE SHIELD OF CONNECTICUT

Larry C. Glasscock, President
Anthem Health Plans, Inc.

DATE

David Frick, Chief Legal Officer
Anthem Health Plans, Inc.

DATE

Gayle T. Bassick, Associate General Counsel
Anthem Health Plans, Inc.

12/7/99
DATE

Kathryn Bucher
Miller and Chevalier, Chartered
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DATE

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

12/8/99

Lewis Morris
Assistant Inspector General for Legal Affairs
Office of Inspector General
U. S. Department of Health and Human Services

DATE

On Behalf of the Health Care Financing Administration of the Department of Health and Human Services

Gary Bailey
Director
Health Plan Purchasing & Administration Group
Health Care Financing Administration
U.S. Department of Health and Human Services

DATE

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

Lewis Morris
Assistant Inspector General for Legal Affairs
Office of Inspector General
U. S. Department of Health and Human Services

12/8/99
DATE

On Behalf of the Health Care Financing Administration of the Department of Health and Human Services

Jan D. Le Masurier for
Gary Bailey
Director
Health Plan Purchasing & Administration Group
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U.S. Department of Health and Human Services

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