DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF INSPECTOR GENERAL

WASHINGTON, DC 20201

FOIA Request 2017-0164

Freedom of Information Office
Cohen Bldg., Suite 1062
330 Independence Ave., SW
Washington DC 20201

November 30, 2016

Philip Mattera
Good Jobs First
1616 P St NW Ste 210
Washington, DC 20036-1423

Dear Mr. Mattera:

This is in response to the November 18, 2016, Freedom of Information Act (FOIA), request you submitted to the Department of Health and Human Services (HHS), Office of Inspector General (OIG) seeking a copy of the Civil Monetary Penalties (CMP) announcements from 2000 to 2008.

The Office of Counsel to the Inspector General located one-hundred-forty-four (144) pages responsive to your request; I have determined to release all one-hundred-forty-four (144) pages without deletion. **Please Note:** We began posting summaries in 2001; there are no summaries prior to that year.

There is no charge for FOIA services in this instance because billable fees are below the Department's $25 cost effective threshold.

I trust this information fully satisfies your request. If you need any further assistance or would like to discuss any aspect of your request, please do not hesitate to contact our FOIA Requester Service Center at 202.619.2541 or email at FOIA@oig.hhs.gov.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. § 552(c) (2006 & Supp. IV (2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

Sincerely,

Robin R. Brooks
Director
Freedom of Information:

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Archives - False and Fraudulent Claims

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In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2007

11-28-2007
: After it self-disclosed conduct to the OIG, Walgreen Home Care, Inc., Texas, agreed to pay $54,115 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that certain Walgreen employees altered information on Certificates of Medical Necessity (CMNs) that were used to support claims to the Medicare program by adding information that a patient's physician had failed to provide or adding physician signatures to unsigned CMNs.

09-20-2007
: Dale Theberge and Aquatic Therapy of New England (ATNE), Massachusetts, agreed to pay $398,357.49 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Theberge, on behalf of her physical therapy company, ATNE, (1) submitted false or fraudulent claims for physical therapy services when there was no licensed physical therapist working for ATNE during an approximately two month period in 2003, and (2) submitted upcoded claims for individual physical therapy services under incorrect CPT codes when instead, those claims should have been submitted under a specific group therapy CPT code.

09-18-2007
: After it self-disclosed conduct to the OIG, Promesa, Inc. and Promesa Residential Health Care Facility, Inc. (collectively Promesa), New York, agreed to pay $1 million and to enter into a 3-year certification of compliance agreement for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Promesa employed an individual that Promesa knew or should have known had been excluded from participation in Federal health care programs.

08-21-2007
: After it self-disclosed conduct to the OIG, Trans Healthcare, Inc. (THI), Ohio, agreed to pay $137,454 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that THI's former CEO and CFO paid $48,500 in contributions to political candidates using company funds and then allocated $36,484 of the costs of the contributions across cost reports for various Medicaid funded facilities. THI is currently operating under a quality of care corporate integrity agreement.

04-30-2007
: Ashland Nursing & Rehab, LLC d/b/a Ashland Healthcare (Ashland), Missouri, agreed to pay $87,857.68 and to enter into a 3-year certification agreement for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Ashland employed an individual that Ashland knew or should have known had been excluded from participation in Federal health care programs.

03-27-2007

Kay Medical Services Corporation, Florida, agreed to pay $440,949 and agreed to be permanently excluded from participating in all Federal health care programs for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Kay submitted claims that listed physicians as the referring physician for certain DME services that were not provided as claimed and were false and fraudulent.

01-19-2007

Midwest Medical Laboratory, Inc. (MML), Illinois, agreed to pay $711,157 and to a 5-year exclusion from participating in the Federal healthcare programs for allegedly violating the Civil Monetary Penalties Law (CMPL). Specifically, the OIG alleged that MML violated the CMPL when it submitted claims to Medicare Part B for payment for services rendered to beneficiaries who are residents of skilled nursing facilities (SNFs) in a stay covered by Medicare Part A. The OIG further alleged that the submission of these claims violated Medicare's consolidated billing requirements because an outside supplier may bill only the SNF, and not Medicare Part B, for services rendered to beneficiaries who are residents of SNFs in a covered Part A stay. The OIG also alleged that MML violated the CMPL when it submitted claims for the same service under both its Illinois and Florida provider numbers.

01-19-2007

After it self-disclosed conduct to the OIG, Innovative Pain Care, Inc. (IPC), Wisconsin, agreed to pay $45,264 for allegedly violating the Civil Monetary Penalties Law. Specifically, IPC disclosed to the OIG that a former IPC anesthesiologist and chronic pain physician billed Medicare for upcoded chronic pain procedures, evaluation and management office visits, and for chronic pain procedures not rendered.

Top

2006

12-19-2006

Cynthia Hawkinberry, an Ohio billing manager, agreed to be permanently excluded from participating in all Federal healthcare programs for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Hawkinberry, who was previously excluded for 10 years caused claims to be submitted to Medicare for payment for services that she furnished during the period in which she was excluded from Medicare.

11-21-2006

Rosewood Cancer Center, Inc. (Rosewood), Jefferson Radiation Oncology Center Limited Partnership (JROC), Oaktree Cancer Center, Inc. d/b/a Greater Pittsburgh Cancer Center (Greater Pitt) and the owner of South Hills Radiation Oncology (South Hills), Pennsylvania, agreed to pay $155,000 to resolve their liability for billing Medicare for improper claims. South Hills had a contractual agreement to provide radiation oncology services to Rosewood, JROC, and Greater Pitt. The OIG alleged that the owner of South Hills caused JROC and Greater Pitt to present claims for reimbursement to Medicare for radiation oncology treatments that were provided at the JROC and Greater Pitt facilities without the presence of a physician on-site. In addition to the settlement agreement, the owner of South Hills agreed to enter into a 3-year integrity agreement.

07-10-2006

Athena Health Care Associates, Inc. (Athena), a nursing home management company located in Connecticut, agreed to enter into a corporate integrity agreement to resolve its liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that Athena furnished or caused to be furnished care of a quality that failed to meet professionally

recognized standards of health care to a number of Medicare and Medicaid beneficiaries at Hillcrest Healthcare Center (Hillcrest). Hillcrest previously had pled nolo contendere in to one count of manslaughter in the second degree for its role in the death of one Medicare beneficiary.

06-19-2006

An owner of a dialysis facility located in South Dakota agreed to pay $150,000 to resolve his liability for submitting or causing to be submitted, claims for payment to Medicare for inadequate and/or worthless services that were rendered to patients of his dialysis center during the period of October 2001 through August 2002. The OIG alleged that the owner was responsible for poor care that may have contributed to seven deaths that occurred over a six-month period during the first half of 2002. In addition, the owner failed to correct problems in staffing and management that he knew or should have known was causing the delivery of substandard care to patients. Specifically, the owner hired a nurse manager who he knew or should have known was unqualified to treat dialysis patients and manage a dialysis facility. The nurse manager allegedly failed to monitor and treat patients appropriately, and falsified patient records to cover her mistakes.

03-16-2006

MetroHealth System, Ohio, resolved a self-disclosure by refunding to the Government $43,324.90 in connection with claims it submitted to Medicare and the Ohio Department of Jobs and Family Services for services provided by an excluded nurse.

01-20, 2006

Elmhurst Memorial Hospital (Elmhurst), Illinois, agreed to pay $1,845 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Elmhurst employed an individual that Elmhurst knew or should have known had been excluded from participation in Federal health care programs.

01-13, 2006

After it self-disclosed conduct to the OIG, Concord Extended Care and Care Centers, Inc. (collectively Care Centers), Illinois, agreed to pay $31,800 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Care Centers employed an individual that Care Centers knew or should have known had been excluded from participation in Federal health care programs.

01-05-2006

An owner of a DME company located in Massachusetts agreed to pay $13,700 to resolve her liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that between April 1998 through January 2002 the owner submitted false claims to Medicare for power wheelchairs not provided to beneficiaries; failed to refund money to Medicare after beneficiaries returned the item(s); billed Medicare for electric wheelchairs, but provided beneficiaries with less expensive equipment; and billed Medicare for electric wheelchairs on particular dates of service, when, in fact, the wheelchairs were not provided until months after the dates of service. In addition, the owner and the DME company agreed to be permanently excluded from participation in Federal healthcare programs.

Top

2005

12-29-2005

An individual who was a licensed paramedic and emergency medical technician (EMT) in Rhode Island, agreed to pay $20,000 to resolve his liability under the CMPL provisions applicable to false and fraudulent claims. The OIG alleged that the EMT caused the presentation of 2,115 claims to Medicare for the transportation of two Medicare beneficiaries that he knew or should have known were false or fraudulent and/or were for a pattern of services that were not medically necessary. Specifically, the OIG alleged that the EMT transported the two beneficiaries for routine dialysis treatments between their respective homes and a dialysis center.

12-28-2005

After it self-disclosed conduct to the OIG, Rochester District Visiting Nurse Association (VNA), New Hampshire, agreed to pay $67,627.32 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that VNA employed an individual that VNA knew or should have known had been excluded from participation in Federal health care programs. As part of the agreement, VNA is required to submit to the OIG an annual certification for three years attesting that they have in place a policy for screening all current and prospective employees and contractors to ensure that they are not excluded.

12-23-2005

An anesthesiologist who performs pain-management services in Oregon agreed to pay $50,000 and to enter into a five-year integrity agreement to resolve his liability under the CMPL provisions applicable to false and fraudulent claims. T he OIG alleged that the anesthesiologist caused Oregon Anesthesiology Group, P.C. (OAG) to submit false claims to Medicare and Medicaid by billing time for pre-operative patient evaluations even though the service was already included within the scope of the basic value unit used for reimbursement and for billing for pain management services for patients while simultaneously billing for preoperative anesthesia services for separate patients awaiting surgery. OAG settled its liability under the CMPL with the OIG on June 27, 2005 for $130,000.

12-23-2005

University of Medicine and Dentistry of New Jersey (UMDNJ), New Jersey, agreed to pay $2 million to resolve its liability under the CMPL provisions applicable to false and fraudulent claims. The OIG alleged that UMDNJ employed two individuals that UMDNJ knew or should have known had been excluded from participation in Federal health care programs. As part of the agreement, UMDNJ is required to submit to the OIG an annual certification for three years attesting that they have in place a policy for screening all current and prospective employees and contractors to ensure that they are not excluded.

12-13-2005

An owner of a DME company located in Colorado agreed to pay $100,000 to resolve her liability under the CMPL provisions applicable to false and fraudulent claims. The OIG alleged that the owner continued to bill the Medicaid program after she was excluded for ten years from participating in Federal healthcare programs. As a result, the OIG permanently excluded her from participating in Federal healthcare programs.

11-28-2005

An unlicensed psychologist located in Colorado agreed to pay $25,000 to resolve his liability under the CMPL provisions applicable to false and fraudulent claims. The OIG alleged that the unlicensed psychologist submitted claims for psychiatric services that were not provided as claimed and/or were false and fraudulent. Specifically, the OIG alleged that between 1999 and 2002, the unlicensed psychologist used the name and provider number of another licensed psychiatrist that he was working with to bill Medicare for services that he provided. As part of the settlement agreement, the unlicensed psychologist also agreed to be excluded from participation in Federal healthcare programs for three years.

11-03-2005

After it self-disclosed conduct to the OIG, Senior Living Properties, LLC, (SLP) d/b/a Garden Terrace Healthcare Center (Garden Terrace), Texas, agreed to pay $18,000 to resolve its liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that SLP submitted claims for reimbursement for restorative case services prescribed for certain residents of Garden Terrace by a restorative aide that were not provided as claimed.

10-18-2005

After it self-disclosed conduct to the OIG, Yuma District Hospital (Yuma), Colorado, agreed to pay $35,760 to resolve its liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that Yuma submitted improper claims to Medicare and Medicaid for resident services supervised by teaching physicians without appropriate documentation of teaching physician supervision.

10-14-2005

An individual practitioner located in Iowa agreed to pay $47,717 and to a seven-year exclusion to resolve his liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that during August 2000 through November 2004, the practitioner submitted claims for chiropractic services that were not provided as claimed.

09-09-2005

After it self-disclosed conduct to the OIG, College Hospital Anaheim PHP Program (Anaheim), California, agreed to pay $149,216 and to enter into a certification of compliance agreement to resolve its liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that from January 2004 through May 2004, Anaheim submitted improper claims to Medicare by providing false information regarding group therapy services for Medicare beneficiaries who either did not attend group therapy sessions or did not derive any benefit from the services because they did not actively participate.

08-12-2005

A former co-owner and Chief Financial Officer (CFO) of two home health agencies located in Wyoming agreed to pay $20,000 and to a permanent exclusion to resolve his liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that the former CFO submitted claims for his salary as CFO in cost reports from 1994 through 1998, when at the time, he was otherwise employed as a full-time electrician or as a full-time real estate agent.

07-20-2005

Cedar Oaks Care Center, Inc. (Cedar Oaks), New Jersey, agreed to pay $92,232.74 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Cedar Oaks employed an individual that Cedar Oaks knew or should have known had been excluded from participation in Federal health care programs.

07-08-2005

After it self-disclosed conduct to the OIG, Families First of the Greater Seacoast, Inc. (Families First), New Hampshire, agreed to pay $29,342.61 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Families First employed a nurse that Families First knew or should have known was excluded from participation in Federal health care programs.

06-27-2005

After it self-disclosed conduct to the OIG, Oregon Anesthesiology Group, P.C. (OAG), Oregon, agreed to pay $130,000 and to enter into a 3-year integrity agreement to resolve its liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that from April 1, 1998 through March 31, 2003, OAG submitted false claims by billing time for pre-operative patient evaluations even though the service was already included within the scope of the basic value unit used for reimbursement. In addition, the OIG alleged that OAG submitted

false claims by billing for pain management services for patients while simultaneously billing for pre-operative anesthesia services for separate patients awaiting surgery.

06-06-2005

After it self-disclosed conduct to the OIG, Methodist Sugar Land Hospital (Methodist), Texas, agreed to pay $16,080.58 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Methodist employed a nurse that Methodist knew or should have known was excluded from participation in Federal health care programs.

05-09-2005

MedStar Health Visiting Nurse Association, Inc., formerly known as The Visiting Nurse Association of Washington, D.C., and its home office, Visiting Nurse Association, Inc., (collectively "MedStar VNA"), agreed to pay $1,360,000 and enter into a 5-year corporate integrity agreement to resolve their liability under the CMPL. The OIG alleged that MedStar VNA submitted cost reports to the Medicare program for fiscal years ending 6/30/98, 6/30/99, and 6/30/00 that contained claims that were false or fraudulent or that were not provided as claimed. In particular, the OIG's investigation focused on four basic fraud allegations that MedStar VNA failed to disclose certain costs or provide documentation associated with related third parties in the cost reports at issue.The settlement agreement also included the resolution of non-fraudulent adjustments that had resulted in an outstanding overpayment owed to the Medicare fiscal intermediary for the fiscal year 6/30/00 cost report.

05-5-2005

Note: This is a decision with a finding - not a settlement.

An Administrative Law Judge issued a decision imposing CMPs and an assessment of $711,212 and a seven-year exclusion against Thomas Horras, the former president of Hawkeye Health Services, Inc. (Hawkeye), which was purchased by Auxi Health, Inc. (see the summary of 11/3/03 settlement below). The ALJ also imposed CMPs and an assessment of $4,646 and a one-year exclusion against Christine Richards, the former Director of Finance of Hawkeye. The ALJ held that Mr. Horras knowingly included 178 claims on cost reports submitted to Medicare and Medicaid from 1995 through 1997 that were for medical items or services that he knew or should have known were false or fraudulent, or not provided as claimed. Some of the claims were for unallowable costs associated with Mr. Horras's own personal expenses that were not related to patient care and/or were not reasonable costs of the operation of Hawkeye. With respect to Christine Richards, the ALJ found that Ms. Richards acted with reckless disregard to the submission of 112 claims on the cost reports that were for medical items or services that were false or fraudulent, or not provided as claimed. On August 7, 2007, the United States Court of Appeals for the Eighth Circuit issued a decision affirming the decisions by the Departmental Appeals Board and Administrative Law Judge.

04-28-2005

Ambulance Transportation Services, LLC (ATS), Texas, agreed to pay $154,029 and to enter into a 5-year integrity agreement to resolve its liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that from May 11, 2002 through January 17, 2003, ATS submitted claims for services for which ATS had already received reimbursement. The alleged duplicate claims contained a different code that was reimbursed at a slightly higher rate than the code on the original claims.

04-12-2005

A Virginia physician agreed to pay $45,644 to resolve his liability under the Civil Monetary Penalties Law. The OIG alleged that the physician violated the terms of his exclusion. In October 1994, the physician was excluded from participating in Federal health care programs for 10 years based on a program-related criminal conviction. In February 2000, the OIG alleged that the physician sought and received employment at a small chain of mental health facilities

where he served as the medical director for two of the mental health facilities during February 2000 through July 2002. In addition to the settlement agreement, the physician will remain excluded for an additional three years.

02-02-2005
: Lansing Surgery Center (LSC), a freestanding surgery clinic located in Michigan, agreed to pay $76,082 and to enter into a three-year corporate integrity agreement to resolve its liability under the CMP provisions applicable to false and fraudulent claims. The OIG alleged that a staff physician employed by LSC submitted improper claims to Medicare and Medicaid for payment for pain management services.

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2004

12-01-2004
: After it self-disclosed conduct to the OIG, Gambro Healthcare, Inc. (Gambro), Colorado, agreed to pay $346,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Gambro employed individuals that Gambro knew or should have known were excluded from participation in Federal health care programs.

08-27-2004
: An administrative decision finding liability and imposing sanctions (not a settlement agreement). An Administrative Law Judge (ALJ) issued a decision imposing CMPs of $126,000 and a seven-year exclusion against Thomas O'Connor, M.D., of Wisconsin. The decision held that Dr. O'Connor submitted 126 false claims to the Medicare program seeking reimbursement for an expensive nuclear medicine test when, in fact, Dr. O'Connor knew or should have known that he had provided only a simple, inexpensive spirometry test. The ALJ also held that of the 126 claims submitted, 111 of them were not medically necessary. Dr. O'Connor appealed to the appellate division of the Department of Appeals Board (DAB), however, the DAB declined to review the ALJ decision.

06-24-2004
: Wadley Ambulance Service (WAS), Oklahoma, agreed to pay $28,322 to resolve its liability under the CMP provisions applicable to false or fraudulent claims. The OIG alleged that WAS employed an individual that WAS knew or should have known had been excluded from participation in Federal health care programs.

06-03-2004
: A Michigan physician agreed to pay $3,083.94 to resolve his liability under the CMP provisions applicable to false or fraudulent claims. The OIG alleged that the physician knowingly submitted to the Medicare program claims for physician services that were furnished by his son who was not a licensed physician.

06-03-2004
: After it self-disclosed conduct to the OIG, St. Luke's Quakertown Hospital (St. Luke's), Pennsylvania agreed to pay $61,699 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that St. Luke's employed a RN that was excluded from participating in Federal health care programs.

04-19-2004
: After it self-disclosed conduct to the OIG, Inova Health System (Inova), Virginia, agreed to pay $125,494 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Inova employed two individuals and contracted with a physician that were excluded from participating in Federal health care programs.

02-11-2004

After it self-disclosed conduct to the OIG, St. Francis Hospital, Inc., a South Carolina hospital that provides home health, durable medical equipment, and hospice services agreed to pay $9,491,191 to resolve its liability under the CMP provisions applicable to false or fraudulent claims. The OIG alleged that the hospital inappropriately billed the federal health care programs for home health visits, durable medical equipment, and hospice care. The OIG alleged that claims were improper because visits were not documented, the need for skilled nursing care was not documented, supplies were billed when they were not ordered or documented, visits to patients were inconsistent with physicians' orders, physician signatures had not been obtained on certifications and plans of care, verbal orders were not properly documented, homebound status was not consistently documented, physician signatures were not obtained on certifications and recertifications, medications and supplies were not ordered or documented, certificates of medical necessity were incomplete or otherwise defective, and the provision of oxygen was inconsistent with physicians' orders.

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2003

12-16-2003

After it self-disclosed conduct to the OIG, Lexington Medical Center (LMC), South Carolina, agreed to pay $99,447 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that LMC employed two individuals that were excluded from participating in Federal health care programs.

12-05-2003

After it self-disclosed conduct to the OIG, Community Residences, Inc., Virginia, agreed to pay $25,403 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CRI employed a physician who was excluded from participating in Federal health care programs as a medical director of two of CRI's facilities.

11-03-2003

Auxi Health Inc. (Auxi), Iowa, agreed to pay $125,000 to resolve its liability under the CMP provisions applicable to false or fraudulent claims. Auxi purchased Hawkeye Health Services, Inc. (Hawkeye), a home health agency, through a stock sale. The OIG alleged that Hawkeye submitted claims to the Federal health care programs for payment of items and services that were unrelated to patient care, such as professional fees for a business valuation of Hawkeye used in a divorce proceeding, advertising costs designed to increase patient utilization of Hawkeye's services, costs related to personal use of Hawkeye automobiles and the luxury portion of those automobiles, monthly membership dues to a social club, costs for pest control services at a personal residence, charitable donations, and costs related to the sale of Hawkeye.

04-22-2003

After it self-disclosed conduct to the OIG, Sacramento Center for Hematology and Medical Oncology (SCHMO), California, agreed to pay $15,000 to resolve its liability under the CMP provisions applicable to false or fraudulent claims. The OIG alleged that SCHMO administered certain tests outside SCHMO's offices yet billed Medicare as if the services were performed at the office of an SCHMO physician.

03-07-2003

After he self-disclosed conduct to the OIG, a Florida physician agreed to pay $61,795 to resolve his liability under the CMP provisions applicable to false or fraudulent claims for allegedly causing false claims to be submitted to Medicare using his provider number. For a five-month

period, the physician worked at a clinic owned and operated by two individuals who allegedly obtained provider numbers from physicians working at their clinic and used the numbers to submit false claims to Medicare for laboratory and other services not rendered. The physician is no longer associated with the clinic.

03-03-2003

Sebasticook Valley Hospital, Maine, agreed to pay $25,000 to resolve its liability under the CMP provisions applicable to false or fraudulent claims and patient dumping violations. The OIG alleged that the hospital submitted a false document as an exhibit in support of a cost report appeal. The OIG also alleged that the hospital failed to ensure a safe and appropriate transfer of a woman with post-partum active bleeding and failed to perform an appropriate medical screening examination of a 19-year-old pregnant woman to determine if the patient had an emergency medical condition.

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Archives - Kickback and Physician Self-Referral

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In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2007

12-20-2007
: After it self-disclosed conduct to the OIG, TLC Health Care Services, Inc. (TLC), Texas, agreed to pay $86,327 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that TLC's subsidiary, AccuMed Home Health of North Texas, LLP, entered into two arrangements that provided free nursing services to beneficiaries and physicians with the intent to induce Federal health care program referrals from them.

08-07-2007
: After it self-disclosed conduct to the OIG, Saint Francis Hospital (St. Francis), Illinois, agreed to pay $20,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and beneficiary inducements. The OIG alleged that St. Francis provided free transportation to 384 outpatient orthopedic surgery patients of a physician on St. Francis's medical staff. Some of these patients were Medicare beneficiaries.

07-02-2007
: Advanced Neuromodulation Systems, Inc. (ANS), Texas, agreed to pay $2,950,000 and to enter into a 3-year corporate integrity agreement to resolve its liability for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that ANS offered and paid remuneration to potential and existing referral sources in exchange for referrals to ANS for the purchasing, leasing, ordering, arranging for, or furnishing of medical devices that were manufactured by ANS that were payable by a Federal health care program. Other ANS practices that raised kickback concerns included educational grants and fellowships, conferences held at resort locations, free dinners and gifts, and expenses paid to physicians under consulting agreements.

06-25-2007

HealthSouth Corporation (HealthSouth), Texas, agreed to pay $100,000 to resolve its liability for allegedly violating the Civil Monetary Penalties Law (CMPL). The OIG alleged that HealthSouth violated the CMPL by entering into certain sponsorship arrangements with a high school during the period August 1, 2001, to May 31, 2006. Dr. Jack Johnston, a significant referral source for HealthSouth, was the team physician for the high school during the relevant time period. Under the terms of the sponsorship arrangements, HealthSouth agreed to provide an athletic trainer to the high school whose salary the high school supplemented by payments to HealthSouth. The agreed upon payment amount was less than the cost of the salary and benefits of the trainer provided. The OIG

alleged that HealthSouth agreed to these arrangements, in large part, to induce the high school's team physician to continue making referrals to HealthSouth. HealthSouth previously entered into a corporate integrity agreement with the OIG and as a result of the above allegations, HealthSouth agreed to adopt additional integrity obligations.

03-23-2007

Candida Catucci, M.D. and Juan Carlos Acosta, New York, agreed to pay $75,000 and to enter into a 5-year integrity agreement to resolve their liability for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the two solicited and received remuneration in exchange for referring beneficiaries for MRI and/or CT scans to a particular imaging center.

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2006

12-20-2006
: After it self-disclosed conduct to the OIG, Murray-Calloway County Public Hospital Corporation d/b/a Murray-Calloway County Hospital (MCCH), Kentucky, agreed to pay $175,000 and enter into a 3-year corporate integrity agreement for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MCCH: (1) leased space in its medical office building to physician tenants at rental rates below fair market value, and entered into such lease arrangements without written agreements; (2) entered into global billing arrangements with certain physicians without written agreements; (3) entered into Medical Directorship arrangements with certain physicians for oversight of hospital-wide operations, the vascular lab, and long-term care operations without written agreements; entered into cooperative marketing arrangements with certain physicians; and (5) failed to bill a certain physician independent practice association (IPA) for the employment benefits provided to an employee of MCCH assigned to the IPA.

05-15-2006
: Lincare Holdings,Inc. & Lincare, Inc. (Lincare), Florida, agreed to pay $10 million and to enter into a 5-year integrity agreement to resolve its liabilityunder the Anti-Kickback Statute provision of the CMPL and the StarkLaw. The OIG alleged that Lincare offered and paid remuneration topotential and existing referral sources to induce referrals of patientsto Lincare for the furnishing of durable medical equipment. The remunerationincluded sporting and entertainment event tickets, gift certificates,rounds of golf, golf equipment, fishing trips, meals, advertising expenses,office equipment, and medical equipment, as well as payments pursuantto purported consulting agreements.

04-17-2006
: After it self-disclosedconduct to the OIG, Vanguard of Anaheim d/b/a West Anaheim MedicalCenter (WAMC), California, agreed to pay $809,945 and to enter intoa certification of compliance agreement to resolve its liability underthe CMP provisions applicable to kickbacks. The OIG alleged that WAMChad entered into lease arrangements with 19 physicians who continuedto pay rents set by the leases after the leases had expired. Duringthe time period in which the leases were expired, the OIG further allegedthat WAMC continued to bill Medicare for services ordered or referredby the physicians.

04-14-2006
: After it self-disclosedconduct to the OIG, St. Joseph's Hospital, Florida, agreedto pay $307,000 and to enter into a 3-year integrity agreement to resolve its liability under the CMP provisions

applicable tokickbacks. The OIG alleged that the hospital leased space to a cardiovascularsurgeon at a rate below fair market value, paid the surgeon for administrativework that his employees performed at the hospital at a rate in excessof fair market value, and paid the surgeon's employees $165per hour to be on call which is an expense that the surgeon'spractice should have incurred.

02-16-2006
: Two south Florida pulmonologists, agreed to pay $65,066 and $57,030,respectively, and enter into a 3-year Integrity Agreement to resolvetheir liability under the Anti-Kickback Statute provision of theCMPL and the Stark Law. The OIG alleged that the doctors violated thoselaws by accepting gifts, including Miami Dolphins tickets andmeals, from a durable medical equipment (DME) supplier in exchangefor patient referrals.

01-30-2006
: Caring Physicians, P.C. and two Pennsylvania physicians (respondents)agreed to pay $50,000 to resolve their liability under the Anti-Kickbackprovision of the CMPL and the Stark Law. The OIG alleged that therespondents received illegal remuneration from Home Health Corporationof America, Inc. (HHCA) in the form of monthly lease payments forrental space that was not utilized by HHCA in exchange for Medicarepatient referrals.

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2005

11-28-2005
: After it self-disclosed conduct to the OIG, Inova Health Care Services d/b/a Inova Fair Oaks Hospital (Inova), Virginia, agreed to pay $713,623 and to enter into a certification of compliance agreement to resolve its liability under the CMP provisions applicable to kickbacks and stark law violations. The OIG alleged that from 1998 to 2004, Inova subleased space in one of its medical office buildings to physicians at rental rates that were below the fair market value. In one instance, the OIG further alleged that one physician failed to pay any rent from 1999 through 2004.

06-15-2005
: After it self-disclosed conduct to the OIG, Medical CenterHospital, Texas, agreed to pay $333,500 to resolve its liability under theCMP provisions applicable to kickbacks. The OIG alleged that from December1, 1998 through November 30, 2001, the hospital leased space to a physiciangroup at a rate below fair market value. The error was discovered by an externalaudit performed as part of the hospital's compliance program. The originallease amount that was proposed and approved by the hospital board was substantiallyhigher than the final lease amount contained in the lease agreement.

06-13, 2005
: A former Chief Executive Officer (CEO) of GoodSamaritan Hospital, Nebraska, agreed to pay $130,000 and to enterinto a 3-year integrity agreement to resolve his liability underthe CMP provisions applicable to kickbacks. The OIG alleged thatfrom September 1994 through October 1999, the former CEO providedfinancial assistance to a physician in the form of bank loan guarantees,the payment of consultant fees, and the provision of discounted pharmaceuticals,biologicals, supplies, and medical equipment to induce her referralof Medicare beneficiaries requiring cardiology care to the hospital.As a result of the former CEO'sconduct, he allegedly received annual bonuses that reflected, inpart, the referrals made by the physician to Good Samaritan Hospital.The hospital previously entered into a False Claims Act settlementrelated to this conduct.

05-24, 2005
: Home Health Corporation of America (HHCA), Pennsylvania, agreed to pay $300,000and to enter into a 5-year integrity agreement to resolve its liability underthe CMP provisions applicable to kickbacks. The OIG alleged that from February1997 through May 1998, HHCA made payments in the form of loans, consulting fees,and monthly space rental payments to six physicians located in Pennsylvania andFlorida to induce their referral of Medicare beneficiaries requiring home healthservices and/or durable medical equipment that was provided by HHCA and paidfor by the Medicare program.

05-2, 2005
: After it self-disclosed conduct to the OIG, St. Joseph Mercy-Oakland(SJMO), Michigan, agreed to pay $4 million to resolve its liability under theCMP provisions applicable to kickbacks and stark law violations. The OIG allegedthat SJMO entered into financial arrangements with 14 different physicians andphysician groups. The financial arrangements allegedly included office managementservices, medical equipment, lease and/or purchase agreements, loans, and incomeguarantees.

03-29-2005
: PharMerica Drug Systems, Inc. and PharMerica, Inc. (collectivelyPharMerica), agreed to pay $5,975,000 and to enter into a corporate integrityagreement to resolve its liability under the CMPL provisions applicable to kickbacks.The OIG alleged that PharMerica entered into a purchase and sale agreement withthe owners of a nursing facility chain to acquire the chain's institutionalpharmacy for $7.2 million. Prior to the purchase of the pharmacy, the pharmacyhad been operational for only eight weeks and was serving a small percentageof the nursing facilities' approximately 2800 residents. PharMerica allegedlyconditioned its purchase of the pharmacy on the creation of a pharmacy servicesagreement (PSA) that contractually required the nursing facilities to orderits drugs from the pharmacy. PharMerica allegedly negotiated the PSA itselfin the month before the execution of the PSA. The OIG alleged that the PSAwas backdated to July 9, 1996 to make it appear that the pharmacy had a longeroperating history than it did.

02-15-2005
: After it disclosed conduct to the OIG pursuant to the requirements of its corporate integrityagreement, Tender Loving Care Health Care Services, Inc. (TLC), a nationwide home health agency,agreed to pay $130,000 to resolve its liability under the CMP provisions applicable to false claimsand kickbacks. The OIG alleged that one of TLC's franchisees (Miami Lakes) paid commissionsto non-employees who were providing marketing services. TLC allegedly made commission paymentsfor each patient referred to TLC by the independent contractor sales representatives. The paymentswere allegedly based on the type of services utilized by the referred patients. TLC disclosed thealleged kickback violation pursuant to its corporate integrity agreement that it entered into in2000.

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2004

09-30-2004
: A California physician agreed to pay $57,500 and to enter into an IntegrityAgreement to resolve his liability under the CMP provisions applicable to false claims and kickbacks.The OIG alleged that the physician received free samples of the prostate cancer drug Lupron fromTap Pharmaceutical Products, Inc. and billed at least some of those samples to Medicare and otherpayers.

09-15-2004
A Texas physician agreed to pay $38,941.92 and to enter into an IntegrityAgreement to resolve his liability under the CMP provisions applicable to false claims and kickbacks.The OIG alleged that the physician received free samples of the prostate cancer drug Lupron fromTap Pharmaceutical Products, Inc. and billed at least some of those samples to Medicare and otherpayers.

06-29-2004
A New Jersey physician agreed to pay $500,000 and enter into a five-year integrityagreement to resolve his liability under the CMP provisions for violating the Stark Law and theAnti-Kickback Statute. The physician entered into two lease agreements with a home health agency/durablemedicalequipment supplier to which the physician referred Federal health care program beneficiaries. TheOIG alleged that neither lease was commercially reasonable and that both leases were shams to disguisekickbacks paid to the physician in exchange for referrals.

03-26-2004
After it self-disclosed conduct to the OIG, Blue Grouse Health Care Center,a skilled nursing facility located in Colorado, and its medical director, agreed to pay $23,000toresolve their liability under the CMP provisions applicable to physician self-referrals. The OIGalleged that the medical director of Blue Grouse was one of the owners of an investment firm thatwas the licensed operator of Blue Grouse and also was the attending physician for some of BlueGrouse'sresidents. The OIG alleged that Blue Grouse billed Medicare for designated health services providedto its residents pursuant to the orders of the medical director.

03-05-2004
A Pennsylvania physician agreed to pay $80,000 and to enter into an integrity agreement to resolvehis liability under the CMP provisions applicable to false claims and kickbacks. The OIG allegedthat the physician received illegal remuneration from Home Health Corporation of America, Inc.(HHCA) in the form of monthly lease payments for rental space not utlilized by HHCA. In exchangefor these payments, the OIG further alleged that the physician would in turn refer Medicare beneficiariesto HHCA.

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2003

11-24-2003
A Ohio urologist agreed to pay $42,224 and to enter into an integrity agreement to resolve hisliability under the CMP provisions applicable to false claims and kickbacks. The OIG alleged thatthe urologist conspired with AstraZeneca Pharmaceuticals LP employees to receive free samples ofthe prostate cancer drug Zoladex and billed at least some of those samples to Medicare and otherpayers.

09-16-2003
After it self-disclosed conduct to the OIG, Dominican Health Services,d/b/a Holy Family Hospital (Holy Family), Washington, agreed to pay $270,000 and to maintain itsexisting compliance program and to undertake certain integrity obligations for a three-year periodto resolve its liability under the CMP provisions applicable to kickbacks. The OIG alleged thatHoly Family paid remuneration to induce referrals from an entity owned by urologists. The OIG allegedthat Holy Family entered into a series of contracts with an entity owned by urologists under whichHoly Family paid the entity in excess of fair market value for the lease of a lithotripter andcontractedlithotripsy services. The OIG alleged that Holy Family's payments were to induce Federalhealth care program referrals from the urologists who owned the entity.

08-28-2003

A Pennsylvania physician agreed to pay $140,000 and to enter into a 3-year integrity agreementto resolve his liability under the CMP provisions applicable to false claims and kickbacks. TheOIG alleged that the physician received $30,000 in kickbacks disguised as loans for improvementsto his medical office from a company. In exchange, the physician allegedly referred Medicare beneficiariesrequiring durable medical equipment items to the company.

08-20-2003

A Tennessee physician agreed to pay $71,400 and to enter into an Integrity Agreement to resolvehis liability under the CMP provisions applicable to false claims and kickbacks. The OIG allegedthat the physician received free samples of the prostate cancer drug Lupron from Tap PharmaceuticalProducts, Inc. and billed at least some of those samples to Medicare and other payers.

07-08-2003

Greenport Rescue Squad, Inc. (Greenport), an ambulance company located in New York, agreed topay $10,000 to resolve its liability under the CMP provisions applicable to kickbacks. The OIGalleged that Greenport participated in a kickback scheme that involved Greenport paying remunerationto a hospital in the form of deep discounts on all ambulance transports of inpatients for whichthe hospital was financially responsible in return for the hospital's promise to refer otherseparately-reimbursable ambulance business to Greenport. The OIG alleged that the conduct in thiscase constituted an ambulance "swapping" arrangement of the type that the OIG had identifiedas potentially illegal in OIG AdvisoryOpinion 99-2, issued February 26, 1999.

07-03-2003

A Monterey Park, California, physician agreed to pay $80,000 and to enter into an IntegrityAgreement to resolve his liability under the CMP provisions applicable to false claims and kickbacks.The OIG alleged that the physician received free samples of the prostate cancer drug Lupron fromTap Pharmaceutical Products, Inc. and billed at least some of those samples to Medicare and otherpayers.

04-22-2003

Family Health Group, and three of its member physicians, Puerto Rico, agreed to pay $200,000and enter into a 3-year integrity agreement to resolve their liability under the CMP provisionsapplicable to kickbacks and physician self referrals. The OIG alleged that Family Health Groupand its member physicians solicited and received loans from the owner of a durable medical equipment(DME) company and a pharmacy in return for Family Health Group's agreement to direct theirpatient referrals to the DME company and pharmacy.

03-18-2003

Columbia Memorial Hospital (Columbia), New York, agreed to pay $25,000 to resolve its liabilityunder the CMP provisions applicable to kickbacks. The OIG alleged that Columbia solicited and receivedremuneration from an ambulance company in the form of deep discounts on all ambulance transportsof inpatients for which the hospital was financially responsible in return for Columbia'spromise to refer other separately-reimbursable ambulance business to the ambulance company. TheOIG alleged that the conduct in this case constituted an ambulance "swapping" arrangementof the type that the OIG had identified as potentially illegal in OIGAdvisory Opinion 99-2, issuedFebruary 26, 1999.

02-19-2003

A Chula Vista, California, physician agreed to pay $64,326 and enter into an Integrity Agreement to resolve his liability under the CMP provisions applicable to false claims and kickbacks. The OIG alleged that the physician received free samples of the prostate cancer drug Lupron from TAP Pharmaceutical Products, Inc. and billed at least some of those samples to Medicare and other payors.

01-31-2003
: After it self-disclosed conduct to the OIG, Inland Empire Lithotripsy, LLC (f/k/a Inland EmpireLithotripsy, Inc.) (Inland), Washington, agreed to pay $404,538 and enter into a 3-year IntegrityAgreement to resolve its liability under the CMP provisions applicable to kickbacks. The OIG allegedthat Inland, an entity owned by urologists, received payments from a hospital in excess of fairmarket value for rental of a lithotripter and provision of lithotripsy services in exchange forInland's referral of Medicare patients to the hospital. The OIG also alleged that Inlandterminated some of its physician members in retaliation for the failure of those physicians torefer a sufficient number of patients to the hospital.

01-13-2003
: A Fairfield, New Jersey, physician (now retired) agreed to pay $40,000 to resolve his liability under the CMP provisions applicable to false claims and kickbacks. The OIG alleged that the physician received free samples of the prostate cancer drug Lupron from TAP Pharmaceutical Products, Inc. and billed at least some of those samples to Medicare and other payors.

01-08-2003
: Cardiology Consultants, P.A., and its member physicians, all of Delaware, agreed to pay $611,250 to resolve their liability under the CMP provisions applicable to kickbacks and physician self-referrals. This cardiology group paid hourly fees to physicians who were not members of the group to monitor cardiac stress tests at the cardiology group's testing facilities. The OIG alleged that the payments to these contracting physicians were in excess of fair market value and were not commercially reasonable. In addition to the settlement payment, the group agreed to lower its monitoring fees and entered into a three-year integrity agreement.

01-08-2003
: Performance Plus, Inc., a DME supplier, and its owner, both of New Jersey, agreed to pay $50,000 to resolve their liability under the CMP provisions applicable to kickbacks. The OIG alleged that Performance operated a program under which it offered and provided free devices to physicians who prescribed and ordered DME from Performance.

01-06-2003
: A Pueblo, California, physician agreed to pay $95,000 and enter into an Integrity Agreement to resolve his liability under the CMP provisions applicable to false claims and kickbacks. The OIG alleged that the physician received free samples of the prostate cancer drug Lupron from TAP Pharmaceutical Products, Inc. and billed at least some of those samples to Medicare and other payors.

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2002

11-01-2002
: A Glendale, California, physician agreed to pay $50,000 and enter into an Integrity Agreement to resolve his liability under the CMP provisions applicable to false claims and kickbacks. The OIG alleged that the physician received free samples of the prostate cancer drug Lupron from TAP Pharmaceutical Products, Inc. and billed at least some of those samples to Medicare and other payors.

10-03-2002
: Pride Mobility Products, a Pennsylvania DME company, agreed to pay $80,000 to resolve its liability for violations of the kickback provision of the CMPL. An OIG investigation revealed that through a marketing program, the company solicited and received monthly payments from suppliers in return for referring sales leads to those suppliers. In addition to the payment under

the settlement agreement, the company was also required to adopt and implement certain compliance measures.

06-12-2002
: A Tampa, Florida, physician agreed to pay $63,000 and enter into a 5-year integrity agreement to resolve his liability under the kickback provision of the CMPL. The OIG alleged that in return for referrals to a clinical laboratory, the physician received monthly payments for space and medical equipment rental. The OIG alleged that the rental payments were above fair market value.

06-04-2002
: A Tennessee physician agreed to pay $8,000 to resolve her liability under the CMP provisionsapplicable to kickbacks and physician self-referrals. The physician received payments from a diagnosticimaging company. The OIG alleged that the payments violated both the kickback and physician self-referralstatutes because they exceeded fair market value and varied based on the number of services referredby the physician to the diagnostic imaging company.

04-30-2002
: Ultra Healthcare Services Inc., a Clearwater, Florida, mobile diagnostic and respiratory care services provider, and its owner, agreed to pay $25,000 and enter into a 5-year integrity agreement to resolve their liability under the kickback provision of the CMPL. The OIG alleged that the provider paid numerous physicians kickbacks disguised as monthly space rental payments for their referrals of Medicare business.

03-21-2002
: After it self-disclosed conduct to the OIG, Pediatric Services of America, a Georgia corporation that provides nationwide home health services, agreed to pay $130,691 to resolve its liability for violations of the kickback provision of the CMPL. The OIG alleged that one of the company's subsidiaries paid kickbacks to a certain individual to induce referrals of Federal health care program patients. As part of the settlement, the company agreed to implement anti-kickback compliance measures to supplement its current compliance program.

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2001

10-31-2001
: OB-GYN Associates, Inc., and four physicians,, all of Tennessee, agreed to pay $109,900 to resolve their liability under the CMP authorities for kickbacks and physician self-referrals. The physician group received payments from a diagnostic imaging company. The OIG alleged that the payments violated both the kickback and physician self-referral statutes because they exceeded fair market value and varied based on the number of services referred by the physicians to the company.

06-18-2001
: A Tampa, Florida, physician agreed to pay $150,000 and enter into a 5-year integrity agreement to resolve his liability under the kickback provision of the CMPL. The OIG alleged that the physician received kickbacks from a clinical laboratory in the form of space rental payments, payments for alleged consulting work, and payments for employee salaries in return for referrals of Medicare business. The OIG alleged that the space rental and consulting fees were above fair market value.

06-18-2001

A New Port Richey, Florida, physician agreed to pay $70,000 to resolve his liability under the kickback provision of the CMPL. The OIG alleged that in return for referrals to a clinical laboratory, the physician received space rental payments in excess of fair market value and payments for employee salaries. In addition to the settlement payment, the physician agreed to a voluntary exclusion for a period of four years.

06-05-2001

A Spring Hill, Florida, physician agreed to pay $16,200 and enter into a 5-year integrity agreement to resolve his liability under the kickback provision of the CMPL. The OIG alleged that the physician received kickbacks from a clinical laboratory for alleged consulting work in return for referrals of Medicare business. The OIG alleged that the payments for the physician's consulting services were above fair market value. The settlement amount took into account the physician's financial condition.

05-24-2001

A Tampa, Florida, physician agreed to pay $30,000 and enter into a 3-year integrity agreement to resolve his liability under the kickback provision of the CMPL. The OIG alleged that in return for his referrals to a clinical laboratory, the physician received monthly payments for space and equipment rentals that exceeded fair market value.

05-23-2001

A Zephyrhills, Florida, physician agreed to pay $95,000 and enter into a 5-year integrity agreement to resolve his liability under the kickback provision of the CMPL. The OIG alleged that in return for referrals to a mobile diagnostic services provider, the physician received space rental payments that exceeded fair market value.

03-12-2001

American Medical Imaging, Inc., a diagnostic imaging company, and its owners, all of Tennessee, agreed to pay $225,000 to resolve their liability under the CMP provisions applicable to kickbacks, physician self-referrals, and false or fraudulent claims. In addition, one of the owners of the company agreed to a permanent exclusion from participation in Federal health care programs and the other owner agreed to certain integrity provisions. The company paid physicians ostensibly to rent space in the physicians' offices. The OIG alleged that the payments violated both the kickback and physician self-referral statutes because the payments exceeded fair market value and varied based on the number of services referred by the physicians to the company. In addition, the OIG alleged that the company submitted claims with inappropriate diagnosis codes chosen based on reimbursement rather than medical justification.

01-31-2001

A New York City cardiologist, agreed to pay $30,000 to resolve his liability under the kickback provision of the CMPL. The OIG alleged that the cardiologist paid cash on a per-patient basis to a primary care physician induce the referral of Medicare beneficiaries to the cardiologist for cardiac diagnostic testing.

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In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2007

12-12-2007
: Madison County Memorial Hospital (MCMH), a small hospital in Florida, agreed to pay $5,000 to resolve allegations that it failed to provide an appropriate medical screening to an adult male who presented to its emergency department, accompanied by his wife, with complaints of nausea and vomiting.

11-29-2007
: Brackenridge Hospital (Brackenridge), Texas, agreed to pay $25,000 to resolve allegations that it failed to provide stabilizing treatment to an adult male who presented to its emergency department (ED) with complaints of having a severe headache for four days. A CT scan revealed a subarachnoid hemorrhage. Brackenridge's ED physician determined that the patient needed to be seen by a neurosurgeon. The ED physician called its on-call neurosurgeon. The on-call neurosurgeon refused to go to the ED to examine or treat the patient, stating that she would only see pediatric patients. The patient was transferred to a hospital nearly 66 miles away and was hospitalized for three days.

07-30-2007
: Regional Medical Center of San Jose (RMC), California, agreed to pay $20,000 to resolve allegations that it failed to provide stabilizing treatment within the capabilities of its staff and facilities and improperly transferred a critically injured two-year-old child that presented to its emergency department (ED) after being struck by a car.

07-10-2007
: Wheaton Franciscan Healthcare - St. Joseph, Inc. f/k/a St. Joseph Regional Medical Center (St. Joseph), Wisconsin, agreed to pay $40,000 to resolve allegations that it failed to provide an appropriate medical screening examination and stabilizing treatment to a woman that presented to St. Joseph's emergency department (ED) complaining of severe upper quadrant abdominal, hip, and thigh pain, following a motor vehicle accident. The ED physician diagnosed the patient as having a right hip and thigh contusion and did not conduct any lab work, x-rays, or a CT scan. The patient was given an anti-inflammatory and discharged. The patient protested leaving the ED, informed a nurse that she was in extreme pain and could not walk. Hospital staff told the patient to leave the hospital and threatened to call the police. The patient was then placed in a wheelchair and escorted to her relative's car by hospital security. The patient presented to another hospital's ED where an x-ray revealed that she had a dislocated right hip and a CT scan of the hip revealed an acetabular fracture that prevented relocation of the hip without surgery.

06-27-2007

Homestead Hospital, Inc. (HHI), Florida, agreed to pay $15,000 to resolve allegations that it failed to provide an appropriate medical screening examination to a patient who was 41 weeks pregnant with regular contractions. HHI allegedly asked the patient if she had Medicaid or any other type of health insurance. After the patient advised that she did not have insurance, HHI's staff directed her to another hospital.

06-13-2007

University of California, San Diego La Jolla (UCSD) agreed to pay $10,000 to resolve allegations that it failed to provide an appropriate medical screening examination for a 21 year-old woman that presented to UCSD's emergency department (ED) complaining of vaginal and rectal pain after being raped. An ED nurse directed the patient to a hospital with a sexual assault response team (equipped to collect forensic evidence) without first providing any medical evaluation or treatment of her medical condition.

06-06-2007

Intermountain Healthcare d/b/a American Fork Hospital (AFH), a small hospital in Utah, agreed to pay $25,000 to resolve two allegations of patient dumping. In the first incident, the OIG alleged that AFH failed to provide an appropriate medical screening examination to a 15-year-old girl that presented to AFH's emergency department (ED) complaining of severe abdominal pain and nausea. She was seen in the ED the day before and returned in a worsened condition. Before evaluating the condition of the patient, the hospital told the patient's father that his co-pay would be 70% versus the 10% he was charged the previous day. The father took his daughter to another hospital where she was given morphine and phenegran and underwent surgery the next day.

In the second incident, a 73-year-old resident at an assisted living center presented to AFH's ED by ambulance with complaints of difficulty breathing. The OIG alleged that AFH failed to provide the patient with an appropriate medical screening examination or stabilizing treatment before transferring her to another hospital. The patient had high blood pressure, a fast pulse rate, and a history of stroke, chronic obstructive pulmonary disease, and congestive heart failure. While the patient expressed an interest in being treated by her doctors at another hospital, the risks of her being transferred in very serious condition were not discussed with her or her family member. Upon arrival to the next hospital, she was admitted and remained in the hospital's ICU for 9 days.

05-30-2007

Medical Center of Arlington (MCA), Texas, agreed to pay $30,000 to resolve allegations that it violated the screening, stabilization, and transfer provisions of the patient dumping statute when a female in her 39th week of pregnancy presented to MCA's labor and delivery department with contractions. After approximately 35 minutes of observation, an on-duty obstetrician ordered that the patient be discharged with instructions to go straight to another hospital that was nearly 21 miles away. The patient traveled with her husband by private automobile and upon arrival, the patient was almost fully dilated with bulging membranes.

05-24-2007

Park Plaza Hospital of Houston, Texas (Park Plaza) agreed to pay $11,250 to resolve allegations that it failed to provide an appropriate medical screening examination to an obese man who presented to Park Plaza's emergency department via ambulance for examination and treatment of a leg ulcer and low blood pressure. A staff nurse erroneously told the ambulance personnel that the hospital could not treat the patient due to his weight.

05-22-2007

Western Plains Medical Complex (Western), a small hospital in Kansas, agreed to pay $25,000 to resolve allegations that it failed to provide an appropriate medical screening examination, stabilizing treatment or an appropriate transfer to a 16-year-old female who presented to its

emergency department seeking treatment for seizures. A nurse instructed the family to take their daughter to a hospital three hours away where her doctor practiced. Upon arrival to the hospital, the patient was admitted to the pediatric intensive care unit.

04-30-2007

St. Mary's Medical Center (St. Mary's), Indiana, agreed to pay $40,000 to resolve allegations that it failed to provide stabilizing treatment to an uninsured male that presented to St. Mary's emergency department (ED) in an unresponsive state. A CT scan revealed a subarachnoid intraventricular hemorrhage, an extremely acute neurological condition. St. Mary's ED physician determined that the patient needed to be seen by a neurosurgeon. The ED physician called its on-call neurosurgeon. The on-call neurosurgeon was in the hospital, but he refused to go to the ED to examine or treat the patient. Instead, he directed the ED physician to transfer the patient to another hospital that was located approximately 183 miles away. Before transfer, the neurosurgeon at the receiving hospital informed St. Mary's that the patient needed a ventricular shunt as soon as possible to divert the flow of excess fluid and relieve the pressure on the brain. St. Mary's did not have their neurosurgeon install the shunt; instead they transferred the patient to the other hospital without providing any further screening or treatment. Upon the patient's arrival at the other hospital, he was brain dead.

04-20-2007

San Francisco General Hospital, California, admitted to liability and agreed to pay $5,000 to resolve allegations that the hospital failed to provide an appropriate medical screening examination to an individual who presented to its emergency department in emotional distress

03-27-2007

Freeman Health System East/West (Freeman), Missouri, agreed to pay $35,000 to resolve allegations that it failed to provide a medical screening examination and stabilizing treatment for a patient who was brought to Freeman's psychiatric unit by his parents. The patient was a young adult with a history of schizophrenia. His psychiatrist had made arrangements for the patient to be treated and hospitalized at Freeman. While waiting to be screened, he was placed unaccompanied in an assessment room. Later he walked out of the room and struck a male staff member. He was then placed in a seclusion room and, without any assessment or treatment, was taken to jail where he was held overnight.

03-02-2007

Fort Duncan Medical Center (Ft. Duncan), a small hospital in Texas, agreed to pay $15,000 to resolve allegations that it failed to provide a patient with treatment within its capability and capacity to stabilize her emergency medical condition and inappropriately transferred the patient to another hospital in Mexico where she died. The patient had recently suffered a stroke and complained of decreased mental status and a headache.

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2006

12-20-2006

After it self-disclosed conduct to the OIG, Murray-Calloway County Public Hospital Corporation d/b/a Murray-Calloway County Hospital (MCCH), Kentucky, agreed to pay $175,000 and enter into a 3-year corporate integrity agreement for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MCCH: (1) leased space in its medical office building to physician tenants at rental rates below fair market value, and entered into such lease arrangements without written agreements; (2) entered into global billing arrangements with certain physicians without written agreements; (3) entered into Medical Directorship

arrangements with certain physicians for oversight of hospital-wide operations, the vascular lab, and long-term care operations without written agreements; entered into cooperative marketing arrangements with certain physicians; and (5) failed to bill a certain physician independent practice association (IPA) for the employment benefits provided to an employee of MCCH assigned to the IPA.

09-06-2006

Hospital Hermanos Melendez, Puerto Rico, agreed to pay $30,000 to resolve allegations that it failed to provide an appropriate medical screening examination and/or stabilizing treatment to two individuals who presented to its emergency department. The first case involved a 2-month-old infant that was born prematurely and had recently left a pediatric intensive care unit. The infant presented with anemia and symptoms of Bronchitis. The second individual, a 3-year-old child, presented with complaints of vomiting after falling from a bed.

07-10-2006

Citizens Memorial Hospital (CMH), Missouri, agreed to pay $75,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that CMH failed to provide appropriate medical screening examinations to three patients who went to CMH's emergency department (ED) with various medical conditions, including a baby with life-threatening acute bronchitis and exacerbated asthma, a woman whose intestines were protruding from a loose C-section incision, and a teenage boy who complained that he could not move, stand, walk, or feel his limbs.

06-12-2006

Cedars Medical Center (CMC), Florida, agreed to pay $20,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that CMC failed to provide appropriate medical screening examinations and/or stabilizing treatment for two patients who went to CMC's emergency department (ED). The mother was allegedly informed that CMC did not treat pediatric patients and that she would have to take her daughter to another facility. The daughter, who was pregnant, presented to another facility with lower abdominal pain and vaginal bleeding. She was stabilized and transported to another hospital. The second patient presented to CMC's ED accompanied by fire rescue workers, the police, and his grandmother. The patient was threatening to burn himself. A psychiatric nurse allegedly suggested that the patient be taken to another hospital across the street, where beds were readily available, in order to avoid a long wait in the ED. The patient was taken to the other hospital where he was admitted.

05-16-2006

Valley Health System d/b/a Hemet Valley Medical Center (HVMC), California, agreed to pay $45,000 to resolve its liability for CMPs under the patient dumping statute in two separate incidents. In the first incident, the OIG alleged that the hospital failed to provide an appropriate medical screening examination to a pregnant patient that presented to its emergency department with complaints of pain and blood in her urine. In the second incident, the OIG alleged that HVMC failed to stabilize a pregnant patient before discharging her. The patient presented to HVMC with complaints of contractions and decreased fetal movement. The patient was allegedly informed by HVMC that her fetus had died. She was not stabilized prior to discharge, nor was she transferred to another medical facility.

05-08-2006

The University of Chicago Hospitals (UCH), Illinois, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to accept an appropriate transfer of a 61-year-old male who presented to another emergency department with a complaint of flank pain. UCH had specialized capabilities not available at the transferring hospital and allegedly refused to accept transfer after learning that the patient did

not have insurance. UCH then later agreed to accept transfer of the patient only if he provided proof of funds in a bank account. The patient was transferred to another hospital where he died.

04-26, 2006

New York City Health & Hospitals Corporation on behalf of Queens Hospital Center (QHC), New York, agreed to pay $75,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that QHC failed to provide appropriate medical screening examinations to two patients who went to QHC's emergency department (ED). One patient, a nine-year-old girl, went to the ED with complaints of fainting, vomiting, and headaches. She was given a cursory exam by an ED physician, but died of a brain tumor while still in the ED waiting for a screening exam. The other patient arrived in an ambulance with an abnormal EKG reading and died of a heart attack in the ED after an hour without receiving a screening exam.

04-20-2006

Poudre Valley Health System, d/b/a Poudre Valley Hospital (PVH), agreed to pay $55,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that PVH failed to transport to its emergency department (ED) and failed to provide an appropriate medical screening examination to a deaf, nonverbal, and developmentally disabled male. The patient went to a neighbor's house in distress and complained that he did not feel well. The neighbor called for an ambulance. The ambulance that responded was owned by PVH. The patient allegedly complained to the paramedics about stomach pain and discomfort by writing notes and constantly motioning to his stomach. The paramedics checked his temperature, lung signs, and blood sugar but refused to transport him to PVH's ED. Instead, a friend took the man by private vehicle to PVH's ED. At the ED, the man's friend told a clerk that the man was complaining of stomach pain. A nurse allegedly reported that the man had already been to the ED three times and that he was only hungry and that he should not be admitted. A social worker allegedly gave him crackers and called for a taxicab to take him home. Two days later, the man died at home of hypovolemic shock caused by gastritis with erosion, ulcers, and gastric hemorrhage.

03-24-2006

E.A. Conway Medical Center, Louisiana, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Conway failed to provide an appropriate medical screening examination to a patient who was suffering from an acute psychotic episode. The patient was brought to Conway after being apprehended by local police officers.

03-15-2006

Sacred Heart Hospital, Florida, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a pregnant minor who presented to its emergency department with complaints of stomach pain and pressure, and blood in her urine. The hospital refused to treat the patient without parental consent.

02-27-2006

Memorial Hospital and Health Care Center (Memorial), Indiana, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a two-year-old boy who presented with his grandmother to Memorial's emergency department after squirting bug spray in his eyes. After discovering that the boy had coverage under Medicaid, a registration clerk allegedly informed the boy's grandmother that Memorial did not accept Medicaid and that she would have to take the boy to another hospital.

02-17-2006

A Texas physician agreed to pay $15,000 to resolve his liability for CMPs under the patient dumping statute. The OIG alleged that the on-call physician failed to respond to a request to come to the emergency department to treat a pregnant female who presented to the labor and delivery department with symptoms of pre-eclampsia and pulmonary edema. The patient was transferred to another facility that had an obstetrician on-site.

01-18-2006

Poplar Bluff Regional Medical Center f/k/a Three Rivers Healthcare (TRH), Missouri, agreed to pay $60,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that TRH failed to provide appropriate medical screenings and/or stabilizing treatments for several patients who came to TRH's emergency department with various medical conditions, including head trauma, acute alcoholism, pellet wounds, and suicidal ideation.

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12-23-2005

Queen of the Valley Hospital, California, agreed to pay $80,000 to resolve its liability for CMPs under the patient dumping statute arising out of two incidents. The OIG alleged that the hospital refused to accept the transfer of a critical patient to its intensive care unit and failed to provide an appropriate medical screening exam to a pregnant patient who presented to the hospital's maternity ward.

12-06-2005

Methodist Healthcare System of San Antonio, Ltd., LLP, d/b/a Metropolitan Methodist Hospital (MMH), Texas, agreed to pay $12,500 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that MMH failed to provide a medical screening examination to a patient who suffered a syncopal episode in an ambulance located on the property of MMH (based on MMH's assertion that the ED was on diversion). The ambulance transported the patient to another hospital where she was treated and released.

12-05-2005

Kaiser Foundation Hospital, California, agreed to pay $20,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a 53-year-old man who presented to its emergency department after being in a motorcycle accident. The patient returned to the ED the following day, was admitted and treated.

11-03-2005

Cordell Memorial Hospital, a small hospital in Oklahoma, agreed to pay $7,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening examinations for three patients who presented to its emergency department.

11-02-2005

Pekin Memorial Hospital, Illinois, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening examinations in two separate incidents to patients who presented to its hospital. The first incident involved a patient in her 37 th week of pregnancy who arrived at Pekin to be evaluated before going to the hospital where she planned to deliver. Pekin staff allegedly informed her that since she was not registered at Pekin and her physician did not have privileges at Pekin, she should go on to the other hospital. The second incident involved a 16-year-old male presenting to Pekin's adolescent chemical dependency unit. The patient exhibited

symptoms of chemical dependency and mental illness, including disorientation, diminished responsiveness, auditory hallucinations and suicidal ideations. Pekin allegedly referred the patient to another hospital without providing an appropriate medical screening examination.

10-13-2005

Clark Memorial Hospital, Indiana, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide two patients with sufficient medical screening examinations to determine if the patients had emergency medical conditions. The first incident involved a patient presenting to the emergency department (ED) with complaints of not having slept for three days. The second incident involved a patient presenting to the ED with complaints of hearing voices, believing people were following her, and having mood swings from depression to elation. The OIG alleged that neither patient was adequately evaluated given their symptoms and complaints and neither was evaluated by a physician.

10-03-2005

Mease Countryside Hospital, Florida, agreed to pay $25,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Mease failed to provide an appropriate medical screening examination to an 81-year-old male with a history of heart disease who presented to Mease's emergency department via ambulance with complaints of nausea and shortness of breath. The OIG further alleged that Mease directed the ambulance attendants to place the patient in the hallway. The patient did not receive any medical attention for approximately 40 minutes and left the hospital against medical advice.

08-12-2005

Paradise Valley Hospital, California, agreed to pay $40,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that on five separate occasions, the hospital failed to provide an appropriate medical screening examination to five patients. Four of the alleged violations involved patients who left the hospital's emergency department (ED) after waiting three or more hours and without being seen. The fifth alleged violation involved a 37-year-old male who presented to the hospital's ED with a chief complaint of suicidal ideation. The hospital allegedly refused requests from the patient and police to admit the patient, and refused police requests to arrange a transfer of the patient to another facility. Ultimately, the police transported the patient to another hospital.

07-22-2005

Hickman Community Hospital, a small hospital in Tennessee, agreed to pay $5,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening examinations for two patients that presented to its emergency department.

07-14-2005

Lakeside Hospital, Louisiana, agreed to pay $20,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination for two patients that presented to its emergency department (ED). The first incident involved a 64-year-old woman who presented to the hospital's ED via ambulance with a complaint of being raped and experiencing chest pains. A nurse on duty allegedly directed the EMS attendant to take the patient to another facility. The second incident involved a two-month-old infant that presented to Lakeside's Urgent Care Center for evaluation of its breathing and breathing apparatus. A physician on duty allegedly directed the parents to take the child to another facility without performing a medical screening examination.

05-24-2005

Florida Hospital Heartland, Florida, agreed to pay $20,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an

appropriate medical screening examination to a 21-year-old woman who presented to its emergency department (ED) three times over a 12-day period complaining of head pain. On the first visit, the hospital did provide an appropriate medical screening examination and proper testing that concluded that the patient had meningitis and communicating hydrocephalus. The OIG alleged that during the second and third visits, the hospital failed to provide an appropriate medical screening examination or treatment given the patient's worsening condition. The patient died two days after her last visit to the hospital's ED. An autopsy revealed that the patient died of a rare parasitic infection.

05-18-2005

Wilson Medical Center, North Carolina, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening examinations and treatment for three patients that presented to its emergency department between January 31, 2001 and May 20, 2001.

05-16-2005

Bessemer Carraway Medical Center - University of Alabama Medical West, Alabama, agreed to pay $40,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Bessemer failed to provide a complete medical screening examination for a female patient who presented to Bessemer's emergency department complaining of a fever and chills related to a kidney infection that had lasted for four days. The patient was seen by the triage nurse who took her vital signs and allegedly concluded that the patient would be classified as non-urgent. The triage nurse allegedly instructed the patient to go to the registration desk to pay $85. The patient left the hospital and went to another hospital where she was admitted and treated with IV antibiotics.

04-05-2005

Proctor Hospital, Illinois, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination, stabilizing treatment, or an appropriate transfer for an infant that presented to its emergency department with altered and decreased levels of consciousness and seizure-like activity.

03-23-2005

St. Joseph Hospital, California, agreed to pay $30,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and treatment to stabilize the emergency medical condition of a 15-year-old girl who presented to their emergency department, via ambulance, after overdosing on methadone. The hospital allegedly treated the girl with a narcotic antagonist and discharged her three hours later. After returning home, the patient died from aspiration of gastric content due to methadone intoxication.

03-23-2005

Caritas Norwood Hospital, Massachusetts, agreed to pay $25,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to an elderly male who presented to its emergency department (ED) via ambulance with complaints of hypertension and an altered mental state. The emergency service personnel (EMS) contacted the hospital and were allegedly informed by a nurse that the hospital was on diversion status. The EMS decided to take the man to the hospital's ED anyway and again were allegedly informed by another nurse that the hospital was on diversion and that they could not take the patient.

03-18-2005

St. James Psychiatric Hospital, Inc., Louisiana, agreed to pay $30,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to accept

appropriate transfers of two patients with psychiatric emergencies who needed the specialized capabilities of the hospital.

03-18-2005
: Hospital San Francisco, Puerto Rico, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a 3-year-old boy who presented to its emergency department. The boy did not have health insurance and the OIG alleged that the admissions department requested that his mother pay a private deposit of $2,150. The mother took her soon to another hospital where he was hospitalized for four days and treated for right bronchopneumonia and maxillary sinusitis.

03-17-2005
: Midwestern Regional Medical Center (Midwestern), a small hospital in Illinois, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Midwestern failed to provide an appropriate medical screening examination to a pregnant woman who presented to its emergency department complaining of vaginal bleeding and passing blood clots. Midwestern allegedly asked the patient whether she had insurance and she stated that she did not. Without providing any further medical screening, Midwestern allegedly discharged the patient a few minutes later.

01-06-2005
: Dameron Hospital Association (Dameron), California, agreed to pay $75,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Dameron failed to provide an appropriate medical screening examination to 16 individuals that presented to its emergency department. The individuals presented with a variety of complaints, including, chest pain, abdominal pain, vaginal bleeding, fever, vomiting, dizziness, and coughing. The individuals were triaged by a nurse and then asked to wait in he waiting area. After waiting between three and six hours, the individuals left the hospital without receiving an appropriate medical screening examinations.

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12-13-2004
: Borgess Lee Memorial Hospital, a small Michigan hospital, agreed to pay $5,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide stabilizing treatment and an appropriate transfer of a 74-year-old male who presented to the hospital's emergency department with complaints of chest pains.

12-01-2004
: Baptist Medical Center South (BMCS), Alabama, agreed to pay $45,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Baptist failed to provide an appropriate medical screening examination and stabilizing treatment to a 71-year-old Medicaid patient who presented to BMCS's emergency department via ambulance with complaints of pain after having tripped and fallen on her knee. BMCS took the patient's vital signs and an x-ray of her knee and gave her 4 mg of Morphine and discharged her. While still on BMCS's property, the patient allegedly became very ill and returned to the emergency department. The OIG alleged that instead of reevaluating the patient, BCMS simply gave her a bedpan and again discharged her to her home. After experiencing a decreased level of consciousness at home, she returned back to BMCS via ambulance in respiratory distress and died a short time later.

11-12-2004

Bothwell Regional Health Center (BRHC), Missouri, agreed to pay $22,500 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that BRHC failed to provide an appropriate medical screening examination or an appropriate transfer to a male that was experiencing a severe psychotic episode who was presented involuntarily by a deputy sheriff to BRHC's emergency department. The deputy requested assistance for the patient and an involuntary 96-hour hold. An ED nurse, after allegedly consulting with supervisors, informed the deputy that the Hospital did not take involuntary holds and offered no further assistance. For the next two hours, the patient waited in the ED while the deputy made arrangements to take him to another hospital 90 miles away where the patient was admitted and treated.

11-12-2004

Kaiser Foundation Hospital (KFH), California, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that KFH failed to provide an appropriate medical screening examination to a pregnant woman who presented to KFH's emergency department (ED) with complaints of abdominal and back pains. The patient was allegedly instructed by a labor and delivery nurse to go to the hospital where her physician had privileges. The patient left the hospital without being evaluated.

09-27-2004

Alamance Regional Medical Center (ARMC), North Carolina, agreed to pay $45,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that ARMC failed to provide appropriate stabilizing treatment or an appropriate transfer to a man who presented involuntarily via ambulance to ARMC's emergency department. After some evaluation and treatment, the patient was transferred to a psychiatric hospital with minimal medical capabilities. At the time of transfer, the patient had a life-threatening sodium level. The psychiatric hospital transferred the patient to another facility for treatment of hyponatremia and hepatic failure.

08-30-2004

Oakdale Community Hospital, a small Louisiana hospital, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening exam and stabilizing treatment to a pregnant 17-year-old female who presented to the hospital's emergency department (ED) with complaints of perineal numbness and vaginal bleeding. A physician refused to treat her due to his erroneous belief that he could not do so absent parental consent.

07-26-2004

Redbud Community Hospital (Redbud), a small California hospital, agreed to pay $7,500 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Redbud failed to provide an appropriate medical screening examination to a 47-year-old male who presented to its emergency department via ambulance after a bicycle accident. The patient was diagnosed and treated for a right clavicle fracture and was discharged. After being discharged, the patient allegedly experienced shortness of breath and was transported to another medical facility. At this medical facility, it was discovered that the patient had also suffered from a closed head injury, vertebral fracture, and an intra-abdominal blood clot. The patient was successfully treated at the second facility.

07-06-2004

Kentucky River Medical Center (KRMC), a small Kentucky hospital, agreed to pay $12,500 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that KRMC failed to provide an appropriate medical screening examination, stabilizing treatment or an appropriate medical transfer to a nursing home patient who presented to KRMC via ambulance for chest x-rays. The chest x-ray impressions suggested the patient suffered from acute

pneumonia.' After being informed of the diagnosis, the nursing home requested that the patient be transferred to KRMC's emergency department (ED) for treatment. Upon presentment to the ED, the ambulance personnel were allegedly told by the director of the ED, that the ED was extremely busy and that the patient could not be seen. The ambulance personnel then returned the patient to the nursing home where she was given antibiotics.

06-28-2004

South Shore Hospital and Medical Center (South Shore), Florida, agreed to pay $12,500 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that South Shore failed to provide an appropriate medical screening examination to a patient who presented to its emergency department, via ambulance, seeking treatment for a severed fingertip sustained during an accident. The OIG further alleged that South Shore personnel instructed the patient to go to another facility.

06-24-2004

Christus Schumpert Health System (Christus), Louisiana, agreed to pay $50,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Christus failed to provide an appropriate medical screening examination, stabilizing treatment, or an appropriate medical transfer for two pregnant patients that presented to Christus's emergency department (ED) on separate occasions. The first incident involved a patient who was six months pregnant who presented to Christus's ED with a chief complaint of back pains. Allegedly, a clerk told the patient that there were no beds available and that she would have to go to another hospital to be seen. The second incident involved a patient in active labor who presented herself to Christus's ED requesting medical attention. An admitting clerk allegedly told the patient that there were no services at the facility for delivering babies and that she would have to go to another hospital. The patient was then transported by private car to another hospital. While being transported, the baby's head crowned and the patient delivered in the parking lot in a wheelchair at the other hospital.

06-23-2004

A Louisiana physician agreed to pay $10,000 to resolve his liability for CMPs under the patient dumping statute. The OIG alleged that the physician failed to provide an appropriate medical screening exam and stabilizing treatment to a pregnant 17-year-old female who presented to the hospital's emergency department (ED) with complaints of perineal numbness and vaginal bleeding. The physician refused to treat her due to his erroneous belief that he could not do so absent parental consent.

06-23-2004

Regions Hospital, Minnesota, agreed to pay $30,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination, stabilizing treatment, or an appropriate medical transfer to an infant who presented to its emergency department vomiting with episodes of bluish skin discoloration. The OIG alleged that the infant's oxygen levels were dropping, his blood pressure was low and he had an elevated respiratory rate. The OIG further alleged that the hospital instructed the infant's mother to take him to another hospital in her own vehicle. When the infant arrived at the other hospital, his skin was allegedly mottled and he was in moderate respiratory distress.

05-25-2004

Good Samaritan Regional Health Center, Illinois, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination, stabilizing treatment, or an appropriate transfer to a patient who presented to its emergency department, via an ambulance, with complaints of rectal bleeding. The OIG further alleged that the emergency medical technicians driving the

ambulance were informed by a nurse that the hospital was on diversion status and that they should take the patient to another facility that was located two miles away. Upon arrival at the other facility's emergency department, the patient was diagnosed with having a life-threatening upper gastrointestinal bleed.

05-05-2004

Carthage Area Hospital, a small New York hospital, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination, stabilizing treatment, or an appropriate transfer of a patient who presented to its emergency department with complaints of pain in his chest, neck, back, and shoulder blades, and difficulty breathing as a result of being in an automobile accident. The hospital diagnosed the patient with fractures of the left clavicle and scapula, and discharged him to the care of his family. Allegedly, upon discharge, the patient was carried out of the hospital on a stretcher and assisted into his family's vehicle while still in a great deal of pain. Within one hour of his discharge, the patient was taken by ambulance to a second hospital, where he was found to have fractures of his ribs and back. He was then transferred to a third hospital for surgery.

04-19-2004

Sioux Valley Regional Health Services d/b/a Sioux Valley Canby Campus (Sioux Valley), a small Minnesota hospital, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Sioux Valley failed to provide an appropriate medical screening examination of a nine-month-old child who presented to its emergency department at 1:30 a.m. with symptoms of vomiting and high fever. Sioux Valley maintained a practice of locking its doors after 9:00 p.m. for security reasons. For persons seeking access to the hospital after hours, the hospital maintained an intercom system at a side vestibule. The OIG alleged that a nurse informed the parents, via the intercom system, that there was nothing that they could do for the child, as there was no physician on-call. The child was taken to another facility, more than 18 miles away, where he was admitted and treated for pneumonia and dehydration.

04-05-2004

Ottumwa Regional Health Center (Ottumwa), a small Iowa hospital, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Ottumwa failed to provide an appropriate medical screening examination and treatment to an elderly patient who presented to its emergency department with complaints of severe pain and an inability to urinate. The OIG alleged that Ottumwa advised the patient that it did not have a urologist available and that he would have to go to a neighboring hospital. The patient left and went to a neighboring hospital, where he was given pain relief and sent to surgery within the hour.

03-15-2004

Hanford Community Medical Center (Hanford), a small California hospital, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination of a patient that presented to its emergency department complaining of severe chest pains. The OIG further alleged that Hanford's registration clerk informed the patient that he would have to wait to sign in because the emergency department was crowded. The patient left Hanford to seek treatment at another facility.

03-15-2004

St. Mary's Medical Center (St. Mary's), Indiana, agreed to pay $40,000 to resolve allegations of patient dumping. The OIG alleged that St. Mary's failed to provide needed treatment and inappropriately transferred a 46-year-old uninsured male that presented to their emergency

department (ED) by ambulance in an unresponsive state. A CT scan revealed a subarachnoid intraventricular hemorrhage and the on-call neurosurgeon was called. He directed the ED physician to transfer the patient by air to another hospital 183 miles away. That hospital's neurosurgeon told St. Mary's that the patient needed a ventricular shunt to divert the flow of excess fluid and relieve pressure on the brain. St. Mary's did not have their on-call neurosurgeon install the shunt and upon arrival at the receiving hospital, the patient was brain dead.

03-15-2004

St. Mary's Medical Center (SMMC), Florida, agreed to pay $40,000 to resolve its liability for CMPs under the patient dumping statute for allegedly failing to provide an appropriate medical screening examination of a patient who presented to SMMC's emergency department with symptoms of suicidal thoughts and alcohol abuse. The OIG alleged that SMMC personnel requested the patient's insurance information and told him that without insurance authorization he would be required to pay in advance of receiving services.

02-19-2004

Public Health Trust of Miami-Dade County, Florida d/b/a Jackson Memorial Hospital (Jackson) agreed to pay $50,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Jackson, which operates a specialized burn center, refused to accept from a referring hospital (which did not have a burn unit) an appropriate transfer of a woman who sustained significant burns to her hands and feet. Jackson allegedly denied the transfer, incorrectly informing the referring hospital that the woman's burns did not meet their burn unit criteria. Jackson also refused to assume financial responsibility for the patient. The woman was airlifted to another Florida hospital with a specialized burn center and treated for her injuries.

02-19-2004

Community Hospital of Los Gatos (Community), California, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination or an appropriate transfer for a 69-year-old man who presented via ambulance to Community's emergency department. The hospital informed EMS that it was on code yellow status indicating that the hospital was not available for surgical patients. Instead of providing the patient with an appropriate medical screening examination to determine if he was stable for transfer, the hospital allegedly denied the patient access to the emergency department.

02-13-2004

University of Colorado Hospital Authority (University Hospital), Colorado, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute for allegedly refusing to accept from a referring hospital an appropriate transfer of an individual requiring specialized treatment. The patient presented to the referring hospital by ambulance after having taken an overdose of medication and alcohol in an attempt to commit suicide. After examining and treating the patient to the extent of its capacity, the referring hospital determined that the patient was still suicidal and in need of further psychiatric examination and treatment. The referring hospital attempted to transfer the patient to University Hospital where specialized and inpatient psychiatric services were available. The OIG alleged that upon learning that the patient had no insurance, University Hospital refused to accept the transfer of the patient.

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11-18-2003

Gordon Memorial Hospital, a small hospital in Nebraska, agreed to pay $7,500 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an adequate medical screening examination or stabilizing treatment to three individuals who presented to the hospital for evaluation and treatment.

11-12-2003

SSM DePaul Health Center (SSM), Missouri, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that SSM failed to provide an appropriate medical screening exam and stabilizing treatment to an elderly patient who was transported from a nursing home to the hospital for treatment.

10-31-2003

Mercy San Juan Medical Center, California, agreed to pay $25,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and stabilizing treatment to a woman who was sent to the emergency department by her doctor. The OIG alleged that the hospital discharged her for insurance reasons and sent her to another hospital where she was diagnosed with an emergency medical condition and admitted for treatment.

10-23-2003

SouthPointe Hospital, Missouri, agreed to pay $100,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening examinations and/or stabilizing treatment to four individuals who presented to its emergency department. Allegedly one individual presented with a blood alcohol level of .43, another with lacerations on both her wrists, another with high blood pressure and dizziness and another complaining of depression and stating she had been raped.

09-30-2003

St. Joseph's Hospital, a small Indiana hospital, agreed to pay $12,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening exam and stabilizing treatment to a woman who presented to its emergency department via ambulance complaining of hip pain and with a history of hip dislocations. The OIG alleged that a nurse met the ambulance and directed it to another hospital, where the woman was admitted and treated.

09-25-2003

Lackey Memorial Hospital, a small Mississippi hospital, agreed to pay $5,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital did not provide appropriate medical screening examinations to several patients who presented to its emergency department. The OIG further alleged that patients were being asked to pay significant amounts of money before being seen by a doctor to determine if they had an emergency medical condition.

09-25-2003

Public Health Trust of Miami-Dade County d/b/a Jackson Memorial Hospital, Florida, agreed to pay $25,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening exam or stabilizing treatment to two patients who presented to its emergency department. The OIG alleged that one patient, requiring an appendectomy, was inappropriately transferred (possibly due to concerns about insurance), and that another patient who was suicidal did not receive an appropriate screening, treatment, or transfer.

09-25-2003

Midland Memorial Hospital, Texas, agreed to pay $23,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening exam and stabilizing treatment to an 11-year old boy who

presented to its emergency department after having been hit in the left eye with a baseball. The OIG alleged that the ED physician contacted the on-call ophthalmologist who told him to discharge the boy and have him go to the ophthalmologist's office the following day. The OIG alleged that instead, the boy's parents drove approximately 150 miles to another hospital where the boy was diagnosed with several conditions and admitted to the hospital for several days.

09-17-2003

Bibb Medical Center (Bibb), a small hospital in Alabama, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Bibb failed to provide an appropriate medical screening examination to a 31-year-old male with cerebral palsy and dementia and who was confined to a wheelchair. The OIG alleged that he presented to the emergency department with his mother, complaining of vomiting and constipation, and an emergency department (ED) physician felt the patient's stomach and informed his mother that there was nothing the ED could do for him that she was not doing at home. The OIG alleged that the patient was taken to another ED and was admitted for several days with the diagnosis of fecal impaction with possible small bowel instruction and right lower lobe pneumonia.

08-25-2003

Falls Community Hospital, a small Texas hospital, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital did not provide an appropriate medical screening exam or stabilizing treatment to a woman who was directed by her doctor to go to the closest emergency room. She allegedly presented with severe abdominal pain and was later diagnosed with acute pancreatitis.

08-18-2003

Johnston Memorial Hospital, Virginia, agreed to pay $5,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital refused to provide an appropriate medical screening exam to a patient presenting to its emergency department doubled over with pain, suffering from acute appendicitis. The OIG alleged further that when the patient's wife was told that the patient would not be seen for one to one-and-a-half hours, she protested without avail and rushed her husband to another hospital, where he received emergency surgery.

08-05-2003

Griffin Memorial Hospital, Oklahoma, agreed to pay $80,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening exams to seven individuals who presented to its emergency department with psychiatric complaints. The OIG further alleged that Griffin Memorial Hospital refused to accept an appropriate transfer of a patient with medical and psychiatric problems from another hospital that did not have the specialized capabilities to treat the patient.

07-25-2003

San Antonio State Hospital, Texas, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide stabilizing treatment to a depressed patient who presented to its emergency department after trying to kill herself. Instead, the attending physician allegedly sent the patient, by taxi, to a hospital approximately 17 miles away for treatment of a urinary tract infection. The doctor did so, allegedly, without providing for an appropriate transfer.

06-25-2003

Wayne County Hospital, a small hospital in Iowa, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and treatment and inappropriately transferred a patient who presented to its emergency department complaining of abdominal pain and discharge from the area surrounding a surgical incision. The patient's surgeon allegedly had

directed her to go to the emergency department of Wayne County Hospital for evaluation and treatment. The OIG further alleged that the hospital's on-call physician refused to come in and instructed hospital staff to send the patient to the hospital where her surgery had been performed. At the other hospital, she allegedly was diagnosed with a ruptured bowel and was admitted and treated for weeks.

06-23-2003

After it self-disclosed conduct to HHS, John C. Lincoln Hospital North Mountain, Arizona, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening exam to a pregnant woman with symptoms of pre-eclampsia. A physician allegedly ordered appropriate diagnostic tests which were discontinued by a nurse when she learned of an insurance denial. The nurse allegedly then made transfer arrangements, falsely documenting the necessary physician certification for transfer without the approval of the physician. The patient was transported to another hospital via private vehicle.

05-19-2003

The Brown Schools, Inc., former owners of West Oaks Hospital, a psychiatric facility located in Texas, agreed to pay $32,500 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and stabilizing treatment to two patients who presented with psychiatric emergencies (suicidal and/or hallucinating). The OIG alleged that in both cases the hospital directed patients to a county psychiatric facility because the patients lacked insurance. Both patients were admitted for treatment at the other facility.

05-14-2003

Medical Center of Manchester, a small Tennessee hospital, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening exam to a patient who presented to its emergency department with symptoms of head trauma following a go-cart accident by failing to complete a head CT scan that had been ordered and started. The OIG alleged that when the hospital learned that it did not participate in the patient's insurance plan, the mother of the patient was told that she would have to pay a $2,000 deposit for the exam to be completed.

05-02-2003

BHC Fort Lauderdale Hospital, Inc., Florida, agreed to pay $25,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination, stabilizing treatment or an appropriate transfer to two patients who presented to its emergency department displaying signs of a psychiatric emergency. Both patients were transferred via private vehicles (one by taxi) and were admitted at the receiving hospital.

04-25-2003

Marymount Medical Center, a small Kentucky hospital, agreed to pay $40,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to five patients who presented to its emergency department. The OIG also alleged that the hospital failed to provide an appropriate medical screening and transfer to an individual who presented to the hospital's emergency room in need of dialysis, which the hospital did not have the capability to provide.

04-17-2003

Palm Beach Gardens Medical Center, Florida, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide a timely medical screening examination and necessary treatment to a patient who, when she presented in its emergency room, was not ambulatory, had severe stomach pain, was shaking

uncontrollably, and was incoherent. The OIG alleged that after repeated requests for help, the hospital refused any timely medical evaluation and refused to call 911 so that the patient could be seen elsewhere. The patient's spouse drove her home and called 911, after which paramedics took her to another hospital where she was immediately admitted for suspected food poisoning and severe dehydration.

04-15-2003

Kaiser Foundation Hospital Sunset, Los Angeles, California, agreed to pay $20,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Kaiser was a hospital that had specialized capabilities or facilities that refused to accept the transfer from another hospital of an 83-year-old patient needing Kaiser's capabilities for coronary bypass surgery. The OIG alleged that Kaiser's cardiac surgeon refused to accept the transfer saying that the patient was too unstable to transfer and that he was going to die anyway. The patient was transferred to another hospital where he underwent successful surgery and was discharged.

04-07-2003

A Virginia obstetrician agreed to pay $15,000 to resolve his liability for CMPs under the patient dumping statute for an incident at Memorial Hospital of Martinsville and Henry County. The OIG alleged that the obstetrician failed to provide an appropriate medical screening examination, stabilizing treatment, or an appropriate transfer for a pregnant woman in labor. The OIG further alleged that the obstetrician failed to observe the patient's labor for an adequate period of time and that he failed to take into account the patient's history of genital herpes and precipitous delivery. The OIG alleged that the patient was discharged and sent in a private vehicle to another hospital approximately an hour away and the patient delivered her baby en route in the vehicle.

03-19-2003

Martinsville Newco (f/k/a Memorial Hospital of Martinsville and Henry County) and the Harvest Foundation of the Piedmont (f/k/a Memorial Health System), Virginia, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and stabilizing treatment to a pregnant woman in labor. The OIG further alleged that the hospital failed to take into account the patient's history of genital herpes and precipitous delivery. The patient was allegedly observed for an inadequate period of time prior to being discharged for transfer via a private vehicle to another hospital that was approximately an hour away. The patient delivered her baby en route in the private vehicle.

03-13-2003

Ellwood City Hospital (Ellwood), a small Pennsylvania hospital, agreed to pay $5,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Ellwood failed to provide a 17-year-old pregnant female in labor an appropriate medical screening examination before instructing her to proceed to another hospital 15 miles away, where her doctor had admitting privileges. The patient arrived at the other hospital prior to delivery and the child was safely delivered.

03-10-2003

Sebasticook Valley Hospital, a small hospital in Maine, agreed to pay $25,000 to resolve its liability for CMPs under the patient dumping statute and for alleged cost report fraud. The OIG alleged that the hospital failed to provide a safe transfer of a woman with post-partum active bleeding. While the decision to transfer itself was proper, the OIG alleged that the hospital did not take proper steps to ensure that the transfer was safe. The transfer did not include a trained individual to give IV blood. The patient arrived at the receiving hospital in a state of shock and required three units of blood. Another alleged patient dumping violation involved the hospital

allegedly failing to perform an appropriate medical screening examination to determine whether a 19-year old pregnant woman had an emergency medical condition.

03-03-2003

A California surgeon agreed to pay $50,000 to resolve his liability for CMPs under the patient dumping statute for an incident at Mercy Medical Center Merced (d/b/a Mercy Hospital and Health Services Merced). The OIG alleged that while on call, the surgeon refused to come to the emergency room to treat a patient with mental disabilities who presented to the hospital suffering severe abdominal distress and shortness of breath. The OIG further alleged that the surgeon made derogatory comments related to the patient's mental condition when he was contacted and asked to come to the emergency room. By the time the on-call surgeon arrived at the facility, after being called at least three times and more than one hour after initially being contacted, the patient had died.

02-10-2003

After it self-disclosed conduct to HHS, Exempla Lutheran Medical Center (Exempla), Colorado, agreed to pay $20,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital refused to provide an appropriate medical screening examination to an individual who presented to its emergency department pursuant to a doctor's orders to rule out appendicitis because the hospital did not accept the individual's insurance (Medicaid). The OIG alleged that an admissions clerk instructed the individual to go to another hospital because Exempla would not accept her Medicaid insurance. The individual drove herself to another hospital that performed a successful appendectomy that night.

02-04-2003

Memorial Hospital of Salem County, Salem, New Jersey, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute to settle allegations that it failed to provide appropriate medical screenings to certain individuals that presented to its emergency department.

01-23-2003

Underwood Memorial Hospital (Underwood), Woodbury, New Jersey, agreed to pay $30,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a man who presented with head injury. The OIG alleged that several hours after the hospital discharged the man, he was unresponsive and was brought to another hospital, which performed an appropriate medical screening, identified an emergency medical condition, and performed necessary surgery.

01-14-2003

Encino-Tarzana Regional Medical Center, Tarzana, California, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate stabilizing treatment, within its capability, to a patient who presented to its emergency department with a ruptured appendix. The OIG alleged that the hospital denied the appropriate treatment to this individual based on her financial status.

Top

2002

12-20-2002

Memorial Regional Hospital, Florida, agreed to pay $120,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination, stabilizing treatment, or an appropriate transfer to three individuals who presented to its emergency department with symptoms of a psychiatric

emergency which included suicidal thoughts and bizarre behavior. The OIG further alleged that the hospital denied the appropriate treatment to all three individuals based on their financial status.

12-18, 2002

Mercy Medical Center Merced (d/b/a Mercy Hospital and Health Services Merced), located in Merced, California, agreed to pay $7,500 to resolve its liability for CMPs under the patient dumping statute for the alleged misconduct of a surgeon. The OIG alleged that the hospital provided, to the best of their ability, an appropriate medical screening examination and treatment to a patient with mental disabilities who presented to the hospital suffering from severe abdominal distress and shortness of breath. The patient, however, allegedly required stabilization that could only be provided by a surgeon. The OIG alleged that while on call, the surgeon refused to come to the emergency room to treat the patient. The OIG further alleged that the surgeon made derogatory comments related to the patient's mental condition when he was contacted and asked to come to the emergency room. By the time the on-call surgeon arrived at the facility, after being called at least three times and more than one hour after initially being contacted, the patient had died.

10-14-2002

Hilton Head Medical Center & Clinics, South Carolina, agreed to pay $17,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a 37-year old pregnant woman in the process of giving birth. Additionally, the hospital allegedly inappropriately transferred the patient to another hospital approximately 38 miles away.

09-30-2002

Fountain Valley Regional Hospital and Medical Center, California, agreed to pay $20,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital delayed its acceptance and treatment of an 18-year-old woman with pregnancy-induced hypertension in order to inquire about her health insurance status.

09-30-2002

Queen of Angels Hollywood-Presbyterian Medical Center, California, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that a 74-year old woman who was brought to the hospital by ambulance in a non-responsive state was not provided a medical screening examination and treatment.

09-23-2002

Baptist Medical Center, Alabama, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a 62-year old man who was brought to the hospital by ambulance.

09-16-2002

Desert Regional Medical Center, California, agreed to pay $26,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that an on-call specialist for the hospital refused to accept an appropriately transferred patient complaining of blunt head trauma.

09-04-2002

Kingman Regional Medical Center, Arizona, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital did not properly screen, treat or transfer six patients as required by patient dumping statute. These patients presented with both physical and psychological complaints.

09-04-2002

Brotman Medical Center, California, agreed to pay $32,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and treatment to a 94-year old woman who was brought to the hospital by ambulance in a non-responsive state.

09-02-2002

Southwestern Medical Center, Oklahoma, agreed to pay $30,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital refused to accept the transfer of a patient in need of the hospital's cardiology services where such services were not available at the transferring hospital.

08-21-2002

Yampa Valley Medical Center, Colorado, agreed to pay $5,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination to a patient who presented to its emergency room for evaluation and treatment.

08-15-2002

Manatee Memorial Hospital, Florida, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening examinations and stabilizing treatment to two patients.

08-08-2002

The Tenth Circuit Court of Appeals upheld the Department's determination to impose a $35,000 CMP against St. Anthony Hospital, Oklahoma City, Oklahoma, for violating the patient dumping statute. The court found that St. Anthony had violated section 1867(g) of the Social Security Act, which requires hospitals with specialized capabilities or facilities to accept appropriate transfers of individuals who require such specialized capabilities or facilities. The Tenth Circuit ruled that St. Anthony Hospital refused to accept an appropriate transfer of a critically injured patient who required its specialized surgical capabilities. St. Anthony refused the transfer because the on-call surgeon refused to come to the hospital to perform the surgery. St. Anthony Hosp. v. United States Dep't of Health and Human Servs., 309 F.3d 680 (10th Cir. 2002)

08-01-2002

Florida Medical Center, Florida, agreed to pay $35,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital refused to provide an appropriate medical screening examination to an individual who presented to its emergency department because the hospital did not accept the individual's insurance.

07-22-2002

John W. Harton Medical Center, Tennessee, paid $30,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to evaluate and treat an 11-day old infant with an unstable emergency medical condition. Despite the availability of an on-call pediatrician, the baby was transferred to another hospital.

06-24-2002

Kendall Medical Center, Florida, agreed to pay $5,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide a pregnant woman an appropriate medical screening examination or stabilizing treatment prior to transferring her to another hospital.

06-22-2002

Dodge County Hospital, a small hospital in Georgia, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide appropriate medical screening examinations to two individuals who presented to the hospital's emergency department.

06-17-2002
: Martin County Hospital District, which operates a small Texas hospital, agreed to pay $10,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital refused to treat a patient presenting to its emergency room because he was not a county resident.

06-12-2002
: Sac Osage Hospital, a small Missouri hospital, agreed to pay $15,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and stabilizing treatment or an appropriate transfer to three individuals who presented to its emergency department.

05-31-2002
: Baylor Medical Center, Texas, paid $30,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that: (1) a pregnant woman presenting to the emergency department did not receive an appropriate medical screening and was improperly discharged; and (2) the hospital refused to accept the transfer of another patient that needed specialized services available at Baylor because Baylor did not participate in the patient's health plan and the patient did not provide an up-front payment of $5,000.

05-24-2002
: Lake Mead Medical Center, a Nevada hospital, paid $64,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that four patients did not receive appropriate medical screening examinations. In one incident, a 10-month old infant was allegedly denied examination and treatment because he did not have insurance and his parents could not pay a cash deposit requested by the hospital. The parents later brought the infant to another emergency room where he was treated for a high fever and respiratory infection.

May 9-2002
: A Missouri ophthalmologist paid $10,000 to resolve his liability for CMPs under the patient dumping statute. The OIG alleged that while on call, the physician did not come in to the hospital emergency department to evaluate and treat a patient that needed his services.

04-02-2002
: University Hospital and Medical Center, Florida, agreed to pay $20,000 to resolve allegations that it violated the patient anti-dumping statute. The OIG alleged that the patient did not receive an appropriate medical screening examination or stabilizing treatment, and was inappropriately transferred to another hospital after she had been involved in a motor vehicle accident and sustained damage to her liver.

01-25-2002
: El Dorado Hospital, Arizona, agreed to pay $34,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that the hospital failed to provide an appropriate medical screening examination and proper stabilizing treatment to an individual who was brought to the hospital's emergency room with severe stomach and chest pains. The OIG alleged that without obtaining a definitive diagnosis, the hospital discharged the patient to his home in an unstable condition. Early the next morning, the patient was rushed to another hospital where he later died.

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Archives - Select Agents and Toxins

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In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2007

10-02-2007
: A Virginia corporation agreed to pay $50,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the corporation violated the select agent regulations in the following ways: (1) failing to meet biosafety and security standards appropriate for a select toxin; (2) storing packaged, regulated toxins to be shipped in an unsecured, unregistered location before shipping, which allowed unrestricted access to the toxins; (3) having an inadequate incident response plan; and (4) failing to provide and document the required annual select agent training.

09-24-2007
: A California laboratory agreed to pay $450,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the laboratory transferred vials of a select agent to two laboratories located in Florida and Virginia. During the transfers, the select agent was released from the shipped vials. An investigation of the packaging for the shipments revealed several violations of regulations governing the shipment of the select agent. The OIG alleged that the laboratory violated the transfer requirements of the select agent regulations by failing to comply with the applicable shipping and packaging laws when transferring a select agent. In addition, the OIG also alleged that the laboratory failed to comply with security and access requirements by allowing an individual not authorized to have access to select agents to package the shipments of the select agent, and that the laboratory's Responsible Official failed to ensure compliance with the shipping and packaging requirements of the select agent regulations.

04-30-2007
: A Missouri corporation agreed to pay $25,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the corporation violated the select agent regulations by making two unauthorized transfers of select agents. Specifically, the OIG alleged that the corporation sent a select agent to a university which was not registered with the CDC to possess, use, or transfer this select agent. In addition, the OIG alleged that the corporation sent the select agent to a laboratory without obtaining prior authorization from DSAT for the transfer.

02-27-2007
: A California Institute agreed to pay $50,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the Institute violated the select agent regulations in the following ways: (1) synthesized and possessed a select agent before obtaining

a certificate of registration from the Centers for Disease Control and Prevention, and (2) violated transfer requirements related to the Institute's possession of the select agent.

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2006

12-18-2006
: A Florida corporation agreed to pay $15,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the corporation violated the select agent regulations by receiving a transfer of a select agent from another entity without first obtaining authorization from the Centers for Disease Control and Prevention (CDC) and by failing to provide necessary paperwork to the CDC within two business days of receiving the select agent.

10-10-2006
: A South Carolina university agreed to pay $50,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the university violated the select agent regulations in the following ways: (1) failure of Responsible Official to apply for an amendment to the university's Certificate of Registration; (2) inadequate security plan; (3) inadequate biosafety plan; (4) inadequate incident response plan; (5) failure to maintain adequate training records; and (6) failure to maintain adequate inspection and inventory records.

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2005

12-05-2005
: A Pennsylvania corporation agreed to pay $15,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the corporation violated the select agent regulations by possessing a select agent without filing for a certificate of registration with the Centers for Disease Control and Prevention.

11-07-2005
: A Maryland institute agreed to pay $150,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the institute made an unauthorized transfer of a select agent to an unregistered entity. The unregistered entity, a research facility, had requested that the institute send it nonviable cells of the select agent. The preparations that the institute sent, however, contained viable spores of the select agent.

09-28-2005
: A Colorado research center agreed to pay $20,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the research center made an unauthorized transfer of a select agent to a corporation, without first obtaining authorization from the Centers for Disease Control and Prevention.

05-23-2005
: A Minnesota corporation agreed to pay $12,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the corporation possessed a select agent from March 12, 2003 until July 17, 2004. The OIG alleged that during this time, the corporation

failed to submit application materials and failed to register with the Centers for Disease Control and Prevention.

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2004

07-26-2004

An Ohio corporation agreed to pay $50,000 to resolve its liability for an alleged violation of the select agent regulations. The OIG alleged that the corporation possessed a select agent from at least March 12, 2003 until March 4, 2004. The OIG alleged that during this time, the corporation failed to submit application materials, and failed to properly register, with the Centers for Disease Control and Prevention

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Confidentiality of Data Bank Information

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- Managed Care
- Patient Dumping
- Overcharging Beneficiaries
- Select Agents and Toxins

In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2009

01-12-2009
After it self-disclosed conduct to the OIG, The Queen's Medical Center (QMC), Hawaii, agreed to pay $150,500 in civil money penalties for allegedly violating the confidentiality requirements applicable to National Practitioner Data Bank (NPDB) information. The OIG alleged that QMC improperly disclosed confidential information.

2003

01-12-2009
After it self-disclosed conduct to the OIG, The Queen's Medical Center (QMC), Hawaii, agreed to pay $150,500 in civil money penalties for allegedly violating the confidentiality requirements applicable to National Practitioner Data Bank (NPDB) information. The OIG alleged that QMC improperly disclosed confidential information.

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Drug Price Reporting

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- Select Agents and Toxins

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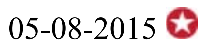
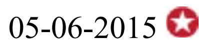
2015

05-08-2015 

Kansas Pharmaceutical Company Settles Case Involving Drug Price Reporting

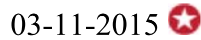
On May 8, 2015, B.F. Ascher & Company, Inc. (B.F. Ascher), a Kansas pharmaceutical manufacturer, entered into a $178,000 settlement agreement with OIG. The settlement agreement resolves allegations that B.F. Ascher failed to timely submit certified monthly and quarterly Average Manufacturer's Price (AMP) data to the Centers for Medicare and Medicaid Services (CMS) for certain months and quarters from 2012 to 2014. The Medicaid Drug Rebate Program requires pharmaceutical companies to enter into and have in effect a national rebate agreement with the Secretary of Health and Human Services in order for Medicaid payments to be available for the pharmaceutical company's covered drugs. Companies with such rebate agreements are required to submit certain drug pricing information to CMS, including quarterly and monthly AMP data. Senior Counsels Geeta W. Kaveti and Nicole Caucci represented OIG.

05-06-2015 

New Jersey Pharmaceutical Company Settles Case Involving Drug Price Reporting

On May 6, 2015, Seton Pharmaceuticals (Seton), a Manasquan, New Jersey, specialty generic pharmaceutical company, entered into a $91,800 settlement agreement with OIG. The settlement agreement resolves allegations that Seton failed to timely submit certified monthly and quarterly Average Manufacturer's Price (AMP) data to the Centers for Medicare and Medicaid Services (CMS) for certain months and quarters in 2012 and 2013. The Medicaid Drug Rebate Program requires pharmaceutical companies to enter into and have in effect a

national rebate agreement with the Secretary of Health and Human Services in order for Medicaid payments to be available for the pharmaceutical company's covered drugs. Companies with such rebate agreements are required to submit certain drug pricing information to CMS, including quarterly and monthly AMP data. Senior Counsels Geeta W. Kaveti and Nicole Caucci represented OIG.

03-11-2015 

New Jersey Pharmaceutical Company Settles Case Involving Misrepresenting Drug Pricing Data to Medicare

On March 11, 2015, Sandoz, Inc. (Sandoz), a New Jersey generic pharmaceutical manufacturer, entered into a $12,640,000 settlement agreement with OIG. The settlement agreement resolves allegations that Sandoz misrepresented drug pricing data to the Medicare program. Federal law requires drug makers to report both accurate and timely "Average Sales Price" information to the Centers for Medicare & Medicaid Services (CMS). CMS uses this information to set payment amounts for most drugs covered under Medicare Part B. Inaccurate pricing information can cause Medicare to overpay for these drugs. Senior Counsels Geeta W. Kaveti and Nicole Caucci represented OIG.

News Release

2011

12-16-2011

Sandoz, Inc., New Jersey, agreed to pay $230,000 to resolve Civil Monetary Penalties liability under the Medicaid Drug Rebate Program. Sandoz, Inc. failed to timely submit required drug pricing information.

08-23-2011

Savient Pharmaceuticals, Inc. (Savient), New Jersey, agreed to pay $100,000 to resolve Civil Monetary Penalties liability under the Medicaid Drug Rebate Program. Savient failed to timely submit required drug pricing information.

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False and Fraudulent Claims

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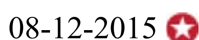
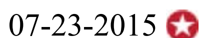
In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2015

08-12-2015 
Colorado Dentist Agrees to Voluntary Exclusion

On August 12, 2015, Dr. Robert E. Hackley, Jr., DDS, agreed to be excluded from participation in all Federal health care programs for a period of three years. OIG conducted an investigation of Dr. Hackley for dental care he provided to patients at Small Smiles Dentistry for Children in Colorado Springs, Colorado. OIG's investigation revealed that Dr. Hackley furnished dental services to patients of a quality which failed to meet professionally recognized standards of care, including: performing medically unnecessary dental procedures, failing to treat existing dental conditions, and performing dental procedures that were below professionally recognized standards of care. Senior Counsels Geoffrey Hymans and Tamara Forys represented OIG.

07-23-2015 
Minnesota Nursing Home Settles Case Involving Excluded Individual

On July 23, 2015, Itasca County, Minnesota, and its nursing home, the Itasca Nursing Home d/b/a Grand Village (Itasca), a county-owned nursing home in Grand Rapids, Minnesota, entered into a $179,484.98 settlement agreement with OIG. The settlement agreement resolves allegations that Itasca employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that the excluded individual, a

housekeeper and health information specialist, provided items and services to Itasca patients that were billed to Federal health care programs. Senior Counsel Patrick Garcia represented OIG with the assistance of Paralegal Specialist Mariel Filtz.

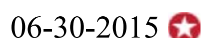
07-14-2015

After it self-disclosed conduct to OIG, Vantage Oncology, LLC, Radiation Oncology Services of America, Inc., ROSA of South Alabama, LLC, and ROSA of Eastern Shore, LLC (collectively, Vantage), Alabama, agreed to pay $9,561,998.58 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Vantage submitted claims for radiation oncology and related services without direct physician supervision by a radiation oncologist or similarly qualified person, and/or without timely review by a radiation oncologist.

After it self-disclosed conduct to OIG, Monroeville Radiation - Oncology, P.C., South Alabama Radiation Oncology, P.C., Eastern Shore Radiation Oncology, P.C., William Hixson, M.D. and Gulf Coast Cancer Center - Gulf Shores, P.C. (collectively, Gulf Coast), Alabama, agreed to pay $2,557,824.27 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Gulf Coast submitted claims for radiation oncology and related services without direct physician supervision by a radiation oncologist or similarly qualified person, and/or without timely review by a radiation oncologist.

07-08-2015

After it self-disclosed conduct to OIG, PeaceHealth, Washington, agreed to pay $23,407.50 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that PeaceHealth employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

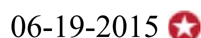
06-30-2015 

Dental Practice Settles Case Involving Excluded Individual

On June 30, 2015, Adam Diasti, D.D.S., P.C. (Diasti), a dental services provider, entered into a $22,319.26 settlement agreement with OIG. The settlement agreement with OIG resolves allegations that Diasti employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that in two Diasti-affiliated California dental offices, the excluded registered dental assistant provided items and services to patients that were billed to Federal health care programs. Senior Counsel Keshia Thompson represented OIG with the assistance of Paralegal Specialist Jennifer McKoy and Program Support Assistant Tynishia Gardner.

06-29-2015

After it self-disclosed conduct to OIG, Safe Haven Health Care, LLC (Safe Haven), Idaho, agreed to pay $262,249.44 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Safe Haven employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-19-2015 

Midwest Home Health Agency Settles Case Involving Excluded Individual

On June 19, 2015, Accurate Home Care, LLC (Accurate), an Otsego, Minnesota-based, provider of nursing and personal care services, entered into a $334,651.82 settlement agreement with OIG. The settlement agreement resolves allegations that Accurate employed an excluded individual to provide services to Medicaid beneficiaries. Associate Counsel Kaitlyn Dunn represented OIG.

06-09-2015

After it self-disclosed conduct to OIG, Miguel A. Gutierrez, M.D. and Miguel A. Gutierrez, M.D. & Associates, P.A. (Gutierrez), Texas, agreed to pay $596,986.77 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Gutierrez submitted claims to Federal health care programs for manual therapy when computerized therapy was being performed.

06-08-2015
Texas Skilled Nursing Facility Settles Case Involving Excluded Individual

On June 8, 2015, Meridian Williamsburg Acquisition Partners, LP d/b/a Williamsburg Village Healthcare Campus (Williamsburg) entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services. Williamsburg agreed to pay $77,772.08 to settle allegations that it employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that the excluded individual, a certified nurse aide, provided items and services to Williamsburg patients that were billed to Federal health care programs. Senior Counsel Ellen Slavin and Paralegal Specialist Mariel Filtz represented OIG.

06-04-2015

After it self-disclosed conduct to OIG, Triangle Spine and Back Care Center of Raleigh (Triangle), North Carolina, agreed to pay $21,166.66 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Triangle submitted claims to Federal health care programs for items or services that it knew or should have known were not provided as claimed or were false or fraudulent. Specifically, OIG contended that Triangle submitted claims on behalf of and for services performed by a former physician, who worked for the practice for approximately six weeks, which contained inaccurate Current Procedural Terminology codes and inadequate documentation.

06-02-2015

After it self-disclosed conduct to OIG, Premier Urology Associates, L.L.C. (Premier), New Jersey, agreed to pay $266,882.13 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Premier submitted false or fraudulent claims to Federal health care programs as follows: (1) claims identified a physician as the rendering provider where the services were provided by a physician assistant and failed to meet "incident to" physician supervision requirements; (2) claims were submitted for evaluation and management (E&M) services using Modifier 25, on the same day as other services were billed, where medical record documentation did not support the separate E&M service charge; and (3) claims were supported by a physician for services that were already covered by global surgical package claims submitted by Premier.

06-01-2015
Texas Skilled Nursing Facilities Settle Case Involving Excluded Individuals

On June 1, 2015, P & S Healthcare Management, LLC the former general partner of Woodland Springs Healthcare, LP (Woodland Springs) and P & S Healthcare, LP (P & S) agreed to pay $100,000 for allegedly violating the Civil Monetary Penalties Law (CMPL). OIG alleged that Woodland Springs employed an individual who was excluded from participating in any Federal health care programs. OIG also alleged that P & S employed two individuals who were excluded from participating in any Federal health care programs. OIG's investigation revealed that these excluded individuals provided items and services to Federal health care programs beneficiaries. Senior Counsel Karen Glassman represented OIG.

05-15-2015

After it self-disclosed conduct to OIG, The Arc of Westchester (the Arc), New York, agreed to pay $16,920.81 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that the Arc knowingly presented to Medicaid claim for items or services that it knew or should have known were not provided as claimed and were false or fraudulent. Specifically, OIG contended that the Arc submitted claims for prevocational services using rate codes 4464 and 4465 where supporting documentation was destroyed and replaced with improperly altered documentation.

05-14-2015

After it self-disclosed conduct to OIG, St. Vincent Medical Group, Inc. (St. Vincent), Indiana, agreed to pay $111,057.05 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that St. Vincent submitted claims to Medicare and Medicaid for items or services that it knew or should have known were not provided as claimed or were false or fraudulent. Specifically, OIG contended that St. Vincent submitted claims for evaluation and management services performed by a physician that did not meet applicable coding and documentation requirements.

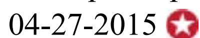
After it self-disclosed conduct to OIG, Wael Asi, M.D., P.A., d/b/a Respiratory and Sleep Disorder Specialists (RSDS), Texas, agreed to pay $152,821.07 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that RSDS knowingly presented claims to Medicare for items or services that RSDS knew or should have known were not provided as claimed and were false or fraudulent. Specifically, OIG contended that RSDS submitted claims for services provided at a non-participating facility using RSDS's National Provider Identifier as though the services had been performed at a participating facility.

05-13-2015

After it self-disclosed conduct to OIG, Maryland Cardiology Associates, P.C. (MCA), Maryland, agreed to pay $134,506.47 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that MCA employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-06-2015

After he self-disclosed conduct to OIG, Arastoo Yazdani, M.D., Maryland, agreed to pay $42,334.50 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Dr. Yazdani employed an individual that he knew or should have known was excluded from participation in Federal health care programs.

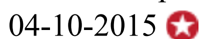
04-27-2015 

Texas Nursing Facility Settles Case Involving Excluded Individual

On April 27, 2015, Town Hall Estates- Arlington, Inc. (Town Hall), an Arlington, Texas, nursing home, entered into a $70,000 settlement agreement with OIG. The settlement agreement with OIG resolves allegations that Town Hall employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that the excluded individual, a licensed vocational nurse, provided items and services to Town Hall patients that were billed to Federal health care programs. Senior Counsel Karen Glassman represented OIG.

04-27-2015

After it self-disclosed conduct to OIG, Golden Triangle Living Centers, Inc. (GTLC), Texas, agreed to pay $163,740.54 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that GTLC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-10-2015 

Florida Mental Health Counselor Settles Case Involving False Claims

On April 10, 2015, Timothy Fennell, a Florida licensed mental health counselor, entered into a settlement agreement with OIG under which Fennell would pay $120,000 and be excluded for twelve years. The settlement agreement with OIG resolves allegations that Fennell submitted false claims to Medicare for psychotherapy and other services allegedly rendered at Fennell's former company, Lakemont Clinic. Fennell used the provider information of an Orlando-area physician to submit claims for services that were not rendered or supervised by a physician. Senior Counsels Lauren Marziani and Katherine Matos represented OIG.

04-07-2015

After it self-disclosed conduct to OIG, Consulate Health Care at the Heart of Caring for its subsidiary Envoy of Richmond, LLC d/b/a Envoy of Westover Hills (Envoy), Virginia, agreed to pay $11,037.35 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Envoy employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-06-2015

Pennsylvania Home Care Agency Settles Case Involving Excluded Individual

On April 6, 2015, YCB, Inc. d/b/a Home Helpers (Home Helpers), a Drexel, Pennsylvania, provider of non-medical and personal in-home care, entered into a $69,130 settlement agreement with OIG. The settlement agreement resolves allegations that from July 1, 2010, to December 12, 2011, Home Helpers employed an excluded individual. OIG alleged that the excluded individual provided services to Medicaid recipients. Senior Counsel Lauren Marziani represented OIG.

03-31-2015

After it self-disclosed conduct to OIG, Trinity Mission & Rehab of Farmville, LLC (Trinity Mission), Virginia, agreed to pay $399,573.85 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Trinity Mission employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-23-2015

Indiana Health Systems Settles Case Involving Excluded Laboratory Technician

On March 23, 2015, Parkview Health System, Inc. (Parkview), a not-for-profit, community-based health system that serves northeast Indiana and northwest Ohio, entered into a $129,216.80 settlement agreement with OIG. The settlement agreement resolves allegations that Parkview employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that the excluded individual, a laboratory technician, provided items and services to Parkview patients that were billed to Federal health care programs. Senior Counsel Henry Green represented OIG.

03-23-2015

After it disclosed conduct to OIG pursuant to its Corporate Integrity Agreement, LifeWatch Services, Inc. (LifeWatch), Illinois, agreed to pay $737,572.50 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that LifeWatch submitted claims to Medicare for Ambulatory Cardiac Telemetry (ACT) services for which the medical record documentation did not support that the physician had ordered ACT services.

03-19-2015

OIG Excludes Illinois Home Health Agency

Ambulatory Health Care Services, LTD. - a Skokie, Illinois home health agency was excluded from participation in all Federal health programs for a period of three years as a result of its employment of an excluded nurse. OIG's investigation revealed that Ambulatory Health Care Services, LTD, billed the Federal health care programs for services provided by the excluded nurse to Medicare and Medicaid beneficiaries. The exclusion became effective March 19, 2015, and prohibits Ambulatory Health Care Services, LTD, from participating in the Federal health care programs. Ambulatory Health Care Services, LTD is no longer in operation. Senior Counsels David M. Blank and Lauren Marziani, along with Paralegal Specialist Eula Taylor, represented OIG.

03-18-2015

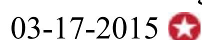
Oklahoma Prosthetics Suppliers Settles Case Involving False Claims

On March 18, 2015, La Fuente Ocular Prosthetics, LLC (La Fuente), an Oklahoma City, Oklahoma, prosthetics supplier, entered into a $90,000 settlement agreement with OIG. The settlement agreement resolves allegations that La Fuente submitted false or fraudulent claims to

Medicare and created false records material to a false claim. OIG contends that La Fuente submitted claims for services (1) where the treating physician had not provided La Fuente with an order or other required documentation prior to billing the Medicare program and (2) provided patients with prosthetics that were higher functional level products than necessary. OIG's Office of Audit Services, Office of Investigations and Office of Counsel to the Inspector General, represented by Associate Counsel Paul Westfall and Senior Counsel Geoffrey Hymans, collaborated to achieve this settlement.

03-18-2015

After it self-disclosed conduct to OIG, Gwinnett Hospital System, Inc. d/b/a Glancy Rehabilitation Center (Glancy), Georgia, agreed to pay $750,815.90 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Glancy submitted claims for inpatient rehabilitation services that did not meet preadmission screening requirements in the following ways: (1) two of the four Clinical Evaluators employed by Glancy had lapsed credentials, and thus, were not licensed or certified clinicians during that time; and (2) the physiatrist had not documented his review and concurrence with the findings and results of the preadmission screenings conducted by the Clinical Evaluators.

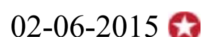

03-17-2015

Pennsylvania Staffing Agency Settles Case Involving Excluded Individual

On March 17, 2015, Flexible Staffing Solutions, Inc. d/b/a OneSource Medical Staffing (OneSource), a Wilkes-Barre, Pennsylvania, healthcare staffing agency, entered into a $24,775.56 settlement agreement with OIG. The settlement agreement resolves allegations that OneSource employed an individual who was excluded from participating in any Federal health care programs. The excluded individual provided items and services as a Licensed Practical Nurse (LPN) at nursing facilities that billed Federal health care programs. Senior Counsel Nicole Caucci represented OIG.

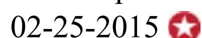
03-16-2015

After it self-disclosed conduct to OIG, Advance Home Health Care Services, Inc. (Advance HHC), Texas, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Advance HHC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.


02-06-2015

Arizona Behavioral and Developmental Services Provider Settles Case Involved Excluded Nurses

On February 6, 2015, Community Provider of Enrichment Services (CPES), a Tucson, Arizona, provider of adult day programs, adult residential services, and other behavioral and developmental services for behaviorally and mentally challenged adults and children, entered into a $250,000 settlement agreement with the OIG. The settlement agreement resolves allegations that CPES employed two individuals who were excluded from participating in any Federal health care programs. The excluded nurses provided items and services to CPES patients that were billed to Federal health care programs. Senior Counsel Nancy Brown and represented OIG, with the assistance of Paralegal Specialist Eula Taylor.


02-25-2015

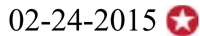
Denver Skilled Nursing Facility Settles CMP Case

A Denver, Colorado, skilled nursing facility that employed an individual who had been excluded from participation in all Federal health programs and provided items and services to residents who were Medicare and Medicaid beneficiaries has agreed to pay a civil monetary penalty of $242,434.92, the Office of the Inspector General (OIG) of the U.S. Department of Health and Human Services has announced. OIG's investigation revealed that the Denver North Care Center had employed an excluded nurse that provided items and services to Denver North Care Center patients that were paid for by Medicare and Medicaid. The effect of an OIG

exclusion is that no payment may be made by any Federal health care program for any items or services furnished by an excluded individual. The settlement agreement, effective February 25, 2015, was entered into with both the OIG and the State of Colorado. Senior Counsels David M. Blank and Patrick Garcia, along with Paralegal Specialist Eula Taylor, represented OIG.

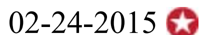
02-25-2015

After it self-disclosed conduct to OIG, Grafton School, Inc. (Grafton), Virginia, agreed to pay $324,055.11 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Grafton employed two individuals that it knew or should have known were excluded from participation in Federal health care programs.

02-24-2015 

Alabama Physician and Medical Practice Settles False and Fraudulent Medicare Claims Case

Stevenson Medical Center and Alan J. Wayne, M.D. (collectively, Stevenson), a Stevenson, Alabama physician and his practice that performed in-office urine drug testing, entered into a $225,000 Settlement Agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services effective February 24, 2015. The Agreement resolves allegations Stevenson submitted false or fraudulent claims to Medicare. Specifically, OIG contends Stevenson submitted claims to Medicare for high and low/moderate complexity urine drug tests exceeding the number of units allowed by Medicare by using an inappropriate code to bypass computer programming that would have otherwise rejected such claims. The OIG also contends that Stevenson submitted claims for high complexity drug tests when it performed less-expensive low/moderate complexity drug tests. OIG's Office of Audit Services and Office of Counsel to the Inspector General, represented by Senior Counsels Andrea Treese Berlin and Geoffrey Hymans, collaborated to achieve this settlement.

02-24-2015 

California Pharmacy Settles False and Fraudulent Medicare Claims Case

On February 24, 2015, a Los Angeles, California pharmacy and its owner agreed to pay $1,342,295.50 to settle allegations by the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services under the Civil Monetary Penalties Law. The agreement with OIG resolves allegations that Hyundai Drugs and its owner Sang Kim submitted claims to Medicare Part D for brand name prescription drugs that it could not have dispensed based on inventory records. The case was investigated as part of Operation Pharm Fury, a joint effort between OIG's Office of Investigations, Office of Evaluation and Inspections, and Office of Counsel to the Inspector General. Senior Counsel Tamara Forys represented OIG.

02-06-2015

After it self-disclosed conduct to OIG, Bourne Management Systems, Inc. and Bourne Manor Nursing, LLC (Bourne), Massachusetts, agreed to pay $123,893 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Bourne employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

02-04-2015

After it self-disclosed conduct to OIG, Valley Presbyterian Hospital (Valley Presbyterian), California, agreed to pay $121,316.55 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Valley Presbyterian employed an individual that it knew or should have known was excluded from participation in the California Medicaid program.

After it disclosed conduct to OIG pursuant to its Corporate Integrity Agreement, W.A. Foote Memorial Hospital d/b/a Allegiance Health (Allegiance), Michigan, agreed to pay $2,635,441.35 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Allegiance submitted claims to Federal health care programs for hyperbaric oxygen therapy services that did not meet Provider-Based Regulations.

02-04-2015

Group Home in Arizona Settles Excluded Provider Case

A group home providing services to disabled individuals has settled with the HHS Office of the Inspector General allegations that it employed a nurse who has been excluded from participation in Federal health care programs and allowed that person to care for residents. The facility, Agape Homes, LLC, of Avondale, Arizona also offers day treatment services. Under federal law, a provider who has been excluded from federal health care programs can neither provide services to Medicare or Medicaid beneficiaries nor have those services paid for by Medicare or Medicaid. Agape agreed to pay $41,995.30 to settle these allegations. Senior Counsel Nancy W. Brown represented OIG.

01-30-2015

Alabama Hospital Settles Case Involving Excluded Individual

Affinity Medical Center, LLC, - a community hospital in Birmingham, Alabama that operates under the name Trinity Medical Center - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective December 15, 2014. The $111,969.11 settlement resolves the allegation that the hospital employed an individual who was excluded from participating in any Federal health care programs and then billed Federal health care programs for items and services provided by the excluded individual.

The excluded individual was identified through a data analysis project initiated by the OIG's Office of Evaluation and Inspections. OIG's Office Evaluation and Inspections and the Office of Counsel to the Inspector General, represented by Senior Counsel Kenneth D. Kraft, collaborated to reach this settlement.

01-23-2015

Ownership of Minnesota Pharmacy While Excluded Results in Settlement With OIG

Minnesota pharmacist Joseph C. Moon entered into a $96,259.57 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective January 20, 2015. The settlement resolves allegations that from March 10, 2006 to July 17, 2013, Moon owned and managed a pharmacy that participated in Federal health care programs while he was excluded from participating in these programs. Senior Counsel David M. Blank and Paralegal Specialist Mariel Filtz represented OIG.

01-21-2015

After it self-disclosed conduct to OIG, Hospice Care of America, Inc. d/b/a Hospice Care of California (HCC), California, agreed to pay $146,774.94 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that HCC submitted claims to Medicare for hospice services that: (1) were not supported by face-to-face encounter documentation; and (2) were provided to one beneficiary as routine home care hospice services when the documentation did not support Medicare hospice eligibility requirements.

01-20-2015

Georgia Physician Settles False and Fraudulent Medicare Claims Case

Dennis Conrad Harper, M.D. (Harper), a Georgia physician who overbilled for in-office urine drug testing, agreed to enter into a $305,168.54 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services effective January 20, 2015. The settlement resolves allegations Harper submitted false or fraudulent claims to Medicare. Specifically, OIG contends Harper submitted claims to Medicare for low and moderate complexity urine drug tests exceeding the number of units allowed by Medicare by using an inappropriate code to bypass computer programming that would have otherwise rejected such claims. OIG also contends that he submitted claims for high complexity drug tests

when he performed less-expensive low or moderate complexity drug tests. OIG's Office of Audit Services and Office of Counsel to the Inspector General, represented by Senior Counsels Andrea Treese Berlin and Geoff Hymans, collaborated to achieve this settlement.

01-07-2015

After it self-disclosed conduct to OIG, Healthcare Authority for Medical West (Medical West), Alabama, agreed to pay $431,041.28 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Medical West employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

2014

12-29-2014

After it self-disclosed conduct to OIG, Northampton Internal Medicine Associates, PC (NIMA), Massachusetts, agreed to pay $289,492.02 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that NIMA: (1) purchased the following devices from foreign sources, Synvisc, Orthovisc and Euflexxa; (2) provided these devices to Federal healthcare program patients; and (3) billed Federal healthcare programs for these devices or for their biochemical equivalents sold in the United States.

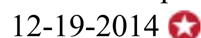
12-23-2014

After it self-disclosed conduct to OIG, Grace Home Health, Inc. (Grace), Texas, agreed to pay $2,035,262 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Grace improperly submitted claims to Medicare for episodes of home health services that failed to meet Medicare's plan of care and/or certification requirements for home health services. OIG further alleged that Grace submitted claims to Medicare for episodes of home health services that failed to meet Medicare's face-to-face encounter and/or encounter documentation requirements.

12-22-2014

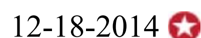
After it self-disclosed conduct to OIG, Mercer Osteopathic, Ltd. (Mercer), Ohio, agreed to pay $49,598.10 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Mercer improperly billed Medicare for patient visits under a physician's National Provider Identifier when the services had been rendered by a nurse practitioner and did not comply with Medicare's "incident to" requirements.

After it self-disclosed conduct to OIG, Physicians Immunodiagnostic Laboratory, Inc. (PIL), California, agreed to pay $1,386,816 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that PIL employed an individual that it knew or should have known was excluded from participation in Federal health care programs.



Denver Hospital System Settles False Claims Allegations

Effective December 19, 2014, Denver Health and Hospital Authority entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services. The $51,803.86 settlement resolves allegations that Denver Health submitted claims to Medicare for services provided to individuals it knew, or should have known, were incarcerated or in custody. In most circumstances, Medicare does not pay for health care services for individuals who are incarcerated or in custody. Senior Counsels Tamara Forys and Geeta Taylor represented OIG.



Hospice Owners Settle False and Fraudulent Medicare Claims Case

The current and former owners of Premier Hospice and Palliative Care, LLC and Premier Hospice & Palliative Care - Indiana, LLC jointly entered into a $2,674,895.79 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective December 18, 2014. The settlement resolves allegations that from October 1, 2009 to April 30, 2013, Premier submitted hospice claims to Medicare for patients whose health records indicated they were ineligible for such services. SP Management, Inc. and Jeff L. Smith owned the hospices when the alleged conduct began. They sold the hospices to Abode Healthcare, Inc. on December 31, 2012, and shortly after, Abode self-disclosed potential violations of the Civil Monetary Penalties Law to OIG. This settlement resolves allegations for all parties: SP Management, Jeff L. Smith, and Abode. Senior Counsel Tamara Forys represented OIG.

12-18-2014

A Medical Practice, Doctor in New York Settle False and Fraudulent Claims Case

Jennan Comprehensive Medical, P.C. (Jennan) - a medical group practice in New York - and its owner, Henry Chen, M.D., entered into a $694,887.02 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective December 18, 2014. The settlement resolves allegations that from May 15, 2008 to December 31, 2013, Jennan and Dr. Chen knowingly submitted or caused to be submitted false and/or fraudulent claims to Medicare for physical therapy services. Specifically, OIG alleged that these claims were false and/or fraudulent for one or more of the following reasons: 1) physical therapy services were not provided or supervised by the rendering provider; 2) group services were billed as one-on-one provider-patient physical therapy services; 3) services were performed by unqualified individuals; and/or 4) claims for time-based physical therapy services did not accurately reflect the actual time spent performing the services. Senior Counsels David M. Blank, Tamara T. Forys, and Lauren E. Marziani, along with Paralegal Specialist Mariel Filtz, represented OIG.

This case developed as a result of OIG's prior investigation of Joseph A. Raia, M.D., a former Jennan employee. Dr. Raia entered into a settlement with OIG on February 11, 2014 for $1.5 million and agreed to be excluded from participating in Federal health care program for a minimum of 15 years.

12-17-2014

After it self-disclosed conduct to OIG, Presbyterian Healthcare Services (PHS), New Mexico, agreed to pay $31,810.31 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that PHS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-12-2014

After it self-disclosed conduct to OIG, Cary HealthCare, LLC (Cary), Georgia, agreed to pay $62,058.70 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Cary employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-09-2014

After it self-disclosed conduct to OIG, Good Samaritan Hospital Association d/b/a Heart of America Medical Center (HAMC) agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that HAMC submitted claims to Medicare for durable medical equipment allegedly prescribed to patients where the medical record documentation that supported the claims had been falsified by a former employee.

12-03-2014

Texas Otolaryngology Practice Settles False and Fraudulent Medicare and Medicaid Claims Case

Ear Nose and Throat Associates of Corpus Christi, LLC - a physician practice providing otolaryngology services in Corpus Christi, TX - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective December 3, 2014. The $200,630 settlement resolves allegations that for nearly three years the practice improperly submitted claims to Medicare and Texas Medicaid for hearing assessment services performed by unqualified technicians. Senior Counsel Ellen Slavin represented OIG.

12-01-2014

After it self-disclosed conduct to OIG, West Shore Health Center (WSHC), Rhode Island, agreed to pay $18,736.68 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that WSHC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-18-2014

After they self-disclosed conduct to OIG, Douglas Charles Albers (Albers) and MedTrak Services, LLC (MedTrak), Kansas, agreed to pay $40,682.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that MedTrak employed Albers while MedTrak and Albers knew or should have known he was excluded from participation in Federal health care programs.

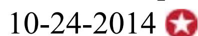
After it self-disclosed conduct to OIG, Mountain Land Rehabilitation (Mountain Land), Idaho, agreed to pay $37,206.75 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Mountain Land employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-17-2014

After it self-disclosed conduct to OIG, Berkshire Medical Center, Inc. (Berkshire), Massachusetts, agreed to pay $14,490.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Berkshire employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-30-2014

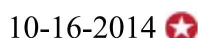
After it self-disclosed conduct to OIG, Mid-Atlantic of Delmar, LLC (Mid-Atlantic), Delaware, agreed to pay $92,344.60 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Mid-Atlantic employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-24-2014 

Texas Company Settles Case Involving Excluded Individuals

Daybreak Venture, LLC, the general partner of 74 skilled nursing and long-term-care facilities throughout Texas, entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective October 24, 2014. The $357,341.96 settlement resolves allegations that seven facilities operated by Daybreak each employed an individual who was excluded from participating in any Federal health care programs. These facilities then billed Federal health care programs for items or services provided by the excluded individuals.

Five of the seven individuals were identified through a data analysis project initiated by the OIG's Office of Audit Services. During OIG's investigation, Daybreak identified two additional employees who were excluded as well. OIG's Office of Investigations, Office of Audit Services, and Office of Counsel to the Inspector General, represented by Senior Counsel Karen Glassman, collaborated to reach this settlement.

10-16-2014 

Utah Skilled Nursing Facility Settles Case Involving Excluded Nursing Assistant

Manor Care of South Ogden UT, LLC d/b/a ManorCare Health Services - South Ogden (MCHS - South Ogden), a skilled nursing facility located in Utah, entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective October 16, 2014. The $41,129.76 settlement resolves allegations that MCHS - South Ogden employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that the excluded individual, a certified nursing assistant, provided items and services to MCHS - South Ogden patients that were billed to Federal health care programs. Senior Counsel Nicole Caucci and Associate Counsel Kaitlyn L. Dunn represented OIG in this case.

10-16-2014

After it self-disclosed conduct to OIG, The County of Wilson Emergency Medical Services (Wilson), North Carolina, agreed to pay $124,688.54 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Wilson employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, IHC Health Services, Inc. d/b/a McKay-Dee Hospital Center (McKay-Dee), Utah, agreed to pay $13,633.52 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that McKay-Dee employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-01-2014

After it self-disclosed conduct to OIG, Reliable Respiratory, Inc. (Reliable), Massachusetts, agreed to pay $23,065.89 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that the Reliable employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-29-2014

Connecticut Laboratory Settles False and Fraudulent Medicare Claims Case

Clinical Lab Partners (CLP), a laboratory in Newington, CT, that performed urine drug testing, agreed to enter into a $145,789.34 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services effective September 29, 2014. The settlement resolves allegations CLP submitted false or fraudulent claims to Medicare. Specifically, OIG contends CLP submitted claims to Medicare for high complexity urine drug tests exceeding the number of units allowed by Medicare by using a code to bypass computer programming that would have otherwise rejected such claims. OIG's Office of Audit Services and Office of Counsel to the Inspector General, represented by Senior Counsels Andrea Treese Berlin and Geoff Hymans, collaborated to achieve this settlement.

09-19-2014

After it self-disclosed conduct to OIG, the University of California, Los Angeles (UCLA), California, agreed to pay $470,422.85 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that the UCLA employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-15-2014

After it self-disclosed conduct to OIG, San Miguel Hospital Corporation d/b/a Alta Vista Regional Hospital (Alta Vista), New Mexico, agreed to pay $989,955 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Alta Vista submitted claims for physical therapy services that were performed by unqualified individuals.

Arrowhead Cardiology Medical Group, Inc.

After it self-disclosed conduct to OIG, Arrowhead Cardiology Medical Group, Inc., Steven Fitzmorris, M.D., and Sunil Nowrangi, M.D. (collectively Arrowhead), California, agreed to pay $485,217 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Arrowhead billed Medicare for CPT code 93042 (Rhythm ECG, 1-2 leads; interpretation and

report only) in excess of one per patient per day where there was no documented change in the patient's condition to warrant an additional service.

09-12-2014

Overland, Ordal, Thorson, and Fennell Pulmonary Consultants, P.C. (OOTFPC), Oregon, agreed to pay $79,792.33 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that OOTFPC submitted claims to Medicare for Evaluation and Management services (CPT codes 99204, 99214, 99205 and 99215) and Consultation services (CPT Codes 99244 and 99245) using a higher paying CPT code than supported by the medical documentation. OIG also alleged that OOTFPC submitted claims for prolonged service code (CPT 99354) when the service did not meet Medicare guidelines.

09-10-2014

Ohio Retirement Community Settles Case Involving an Excluded Nurse

Wesley Glen Retirement Community – a non-profit retirement community in Columbus, OH – entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective September 10, 2014. The $19,890 settlement resolves allegations that Wesley Glen employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that Wesley Glen employed an excluded nurse to provide items or services which were reimbursed by Federal health care programs.

09-10-2014

Illinois Physician Practice Resolves Allegations of False and Fraudulent Medicare Claims

Pain Specialists of Greater Chicago (PSGC), an Illinois physician practice that performs in-office urine drug testing, entered into a $590,763.45 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective September 10, 2014. The settlement resolves allegations PSGC submitted false or fraudulent claims to Medicare. Specifically, OIG contends PSGC submitted claims to Medicare for high and low/moderate complexity urine drug tests exceeding the number of units allowed by Medicare by using a code to bypass computer programming that would have otherwise rejected such claims. The OIG also contends that PSGC submitted claims for high complexity drug tests when it performed less-expensive low or moderate complexity drug tests. OIG's Office of Audit Services and Office of Counsel to the Inspector General, represented by Senior Counsels Andrea Treese Berlin and Geoffrey Hymans, collaborated to achieve this settlement.

09-09-2014

After it self-disclosed conduct to OIG, Rescue, Inc. (Rescue), Vermont, agreed to pay $152,593 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Rescue employed an individual that it knew or should have known was excluded from participation in Federal health care programs. After it self-disclosed conduct to OIG, Amedisys, Inc. (Amedisys), South Carolina, agreed to pay $2,069,936.26 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Amedisys submitted claims for home health services that were not supported by proper medical documentation due to forgery.

09-02-2014

After it self-disclosed conduct to OIG, Norwalk Hospital Association (Norwalk), Connecticut, agreed to pay $330,967.29 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Norwalk employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-24-2014

Iowa Skilled Nursing Facility Settles Case Involving Allegations of Employing an Excluded Individual

Rock Rapids Health Centre (RRHC), a skilled nursing facility located in Iowa, entered into a settlement agreement with the Office of Inspector General (OIG) for the Department of Health and Human Services, effective August 24, 2014. The settlement resolves allegations that RRHC employed an individual who was excluded from participating in any Federal health care programs. The excluded individual provided items and services to RRHC patients that were billed to Federal health care programs. Senior Counsel Nicole Caucci represented OIG in this case.

08-24-2014

After it self-disclosed conduct to OIG, the City of Baytown, Texas, agreed to pay $29,431.43 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that the City of Baytown employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-22-2014

After it self-disclosed conduct to OIG, Rolling Hills H.C., Inc. and Fountain Lake Health and Rehab, Inc. (Rolling Hills and Fountain Lake), Arkansas, agreed to pay $117,748.32 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Rolling Hills and Fountain Lake employed two individuals that it knew or should have known were excluded from participation in Federal health care programs.

08-15-2014

A physician and his wife agreed to be excluded from participating in Federal health care programs for a period of fifteen years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the physician and his wife submitted claims to Federal health care programs for: (1) the treatment of migraines through the use of lengthy, multi-day dihydroergotamine (DHE) infusions, which were billed as chemotherapy and should have been provided through injection instead of infusion; and (2) office visits upcoded to a level 5 plus "prolonged services," which were not supported by the medical records and/or did not contain physician notes.

08-12-2014

After it self-disclosed conduct to OIG, Deerfield Valley Rescue, Inc. (Deerfield), Vermont, agreed to pay $71,503.06 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Deerfield employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Five Star Crossing LLC d/b/a The Form at the Crossing and Five Star Quality Care, Inc. (Fiver Star), Indiana, agreed to pay $121,855.01 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Fiver Star submitted claims to Medicare for physical therapy services that were improperly documented by a physical therapist formerly employed by Fiver Star. OIG further alleged that the improper documentation included photocopied signed and unsigned physician certifications of plans of care that were whited-out, edited, and sometimes faxed back to physician for signature; and documentation that did not meet certain progress report requirements.

08-05-2014

After it self-disclosed conduct to OIG, Oregon Health & Science University (OHSU), Oregon, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that OHSU employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Diagnostic Laboratories and Radiology (DLR), California, agreed to pay $1,983,907.51 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that DLR employed four individuals that it knew or should have known were excluded from participation in Federal health care programs.

08-05-2014

Florida Laboratory Settles Case Involving Allegations of False or Fraudulent Medicare Claims

Florida Family Laboratories, LLC (FFL), a Florida urine drug testing company, agreed to enter into a $197,400.09 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services effective August 5, 2014. The settlement resolves allegations FFL submitted false or fraudulent claims to Medicare. Specifically, OIG contends FFL submitted claims to Medicare for high complexity urine drug tests exceeding the number of units allowed by Medicare by using an inappropriate code to bypass computer programming that would have otherwise rejected such claims. OIG's Office of Audit Services and Office of Counsel to the Inspector General, represented by Senior Counsels Andrea Treese Berlin and Geoff Hymans, collaborated to achieve this settlement.

07-31-2014

After it self-disclosed conduct to OIG, Integrated First Response - Great Lakes, LLC (IFR-GL), Michigan, agreed to pay $96,476.63 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that IFR-GL contracted with and employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-31-2014

Missouri Health Care IT and Pharmacy Benefits Manager Settles Case Involving Allegations of Fraudulent Medicare Part D Claims

Argus Health Systems, Inc. - a health care information management services provider and pharmacy benefits manager headquartered in Kansas City, MO - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective July 31, 2014. Under the agreement, Argus agreed to pay OIG $2,029,210 to resolve allegations that the company submitted prescription drug event (PDE) data to Medicare that included sales tax from Louisiana pharmacies even though Medicare Part D drugs were not taxable under Louisiana law as of July 1, 2006. Specifically, OIG contends that from July 1, 2006 through December 31, 2009, Argus knowingly submitted or caused to be submitted PDE claims to the Centers for Medicare & Medicaid Services (CMS) that improperly claimed Louisiana sales tax costs. CMS then used those PDE claims to calculate Medicare payments to Part D sponsors with whom Argus contracted, which improperly increased reimbursement to the sponsors. Senior Counsel Christina McGarvey and Senior Counsel John O'Brien represented OIG in this case.

07-28-2014

After it self-disclosed conduct to OIG, Park West Surgical Center, LLC (Park West), Ohio, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Park West employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-28-2014

Florida Doctor Settles Case Involving False Claims Allegations

Nabil Attalla Barsoum, M.D. (Barsoum), a Florida physician who performed in-office urine drug testing, agreed to enter into a $334,538.90 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services effective July 25, 2014. The settlement resolves allegations Barsoum submitted false or fraudulent claims to Medicare. Specifically, OIG contends Barsoum submitted claims to Medicare for low and moderate complexity urine drug tests exceeding the number of units allowed by Medicare by using an inappropriate code to bypass computer programming that would have otherwise rejected such claims. He also submitted claims for high complexity drug tests when he performed less-expensive low or moderate complexity drug tests. OIG's Office of Audit

Services and Office of Counsel to the Inspector General, represented by Senior Counsels Andrea Treese Berlin and Geoff Hymans, collaborated to achieve this settlement.

07-24-2014

Tennessee Senior Living Community Chain Settles Case Involving Allegations of Employing Excluded Individuals

Brookdale Senior Living, Inc. and three subsidiaries (collectively, Brookdale) - a chain of senior living communities headquartered in Brentwood, TN - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective July 24, 2014. The $353,248.82 settlement resolves allegations that Brookdale employed two individuals who were excluded from participating in any Federal health care programs. After one of the individuals self-disclosed to OIG that she worked as a documentation trainer at Brookdale during her exclusion, OIG opened an investigation to determine if Brookdale had employed any additional excluded individuals. During the course of the investigation, Brookdale disclosed that it employed another excluded individual as a nurse during the period of her exclusion.

07-17-2014

After it self-disclosed conduct to OIG, Willow Springs, LLC (Willow Springs), Nevada, agreed to pay $475,423.86 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Willow Springs employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-14-2014

After it disclosed conduct to OIG pursuant to its Corporate Integrity Agreement, Omnicare, Inc. (Omnicare), headquartered in Ohio, agreed to pay $138,513.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Omnicare employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-11-2014

Utah Health Care System Settles Case Involving Allegations of Employing Excluded Individuals

University of Utah (UOU) - a university-based health care system including 4 hospitals and 10 neighborhood health care centers - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective July 8, 2014. The $197,839.94 settlement resolves allegations that UOU employed three individuals who were excluded from participating in any Federal health care programs. OIG's investigation revealed that UOU employed an excluded nurse who provided items or services paid for by Federal health care programs. During the investigation, UOU disclosed that it employed two additional excluded persons.

07-11-2014

Kentucky Long Term Care Organization Settles Case Involving Allegations of Employing An Excluded Individual

Bradford Heights Health & Rehab Center - a not-for-profit faith-based long-term-care organization in Hopkinsville, KY - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective July 1, 2014. The $30,121.82 settlement resolves allegations that Bradford employed an individual who was excluded from participating in any Federal health care programs. OIG's investigation revealed that Bradford employed an excluded nurse to provide items or services that were reimbursed by Federal health care programs. Senior Counsel David M. Blank and Paralegal Specialist Jennifer McKoy represented OIG in this case.

07-08-2014

A clinical psychologist and her psychology practice agreed to be excluded from participating in Federal health care programs for a period of three years under 42 U.S.C. § 1320a-7(b)(7). OIG

alleged that the psychologist and her practice submitted, or caused to be submitted, claims to Medicare and Missouri Medicaid for services billed under the psychologist's NPI number for psychotherapy services that the psychologist did not personally perform. Specifically, OIG alleged that the psychologist and her practices submitted claims for psychotherapy services rendered in residential care facilities in Missouri using medical records that falsely represented her to be the "on-site supervising psychologist" for these services. OIG alleged that the psychologist typically was not on site or even available for consultation because the psychologist was treating patients in Texas. Further, OIG alleged that the services were actually performed by unsupervised licensed clinical professional counselors.

After it self-disclosed conduct to OIG, DJK Home Healthcare, LLC d/b/a Children's Home Healthcare (CHH), Texas, agreed to pay $318,598.43 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that CHH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Central Maine Health Care Corporation and Central Maine Medical Center (CMMC), Maine, agreed to pay $164,841.90 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that CMMC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-26-2014

After it self-disclosed conduct to OIG, Americare Certified Special Services, Inc. (Americare), New York, agreed to pay $44,593.41 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Americare (1) submitted claims to Medicare for home health care services provided by an RN that were not rendered; and (2) submitted claims to Medicare for items or services provided by individuals who did not receive home health aide training or who lacked the requisite home health aide certificate.

06-24-2014

After it self-disclosed conduct to OIG, Hospicare and Palliative Care Services of Tompkins County, Inc. (HPC), New York, agreed to pay $10,726.68 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that HCP employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-20-2014

Pennsylvania Health Care Staffing Agency Settles Case Involving Allegations of Employing An Excluded Individual

ePeople Healthcare, Inc., a health care staffing agency in Pennsylvania, entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective June 20, 2014. The $10,204 settlement resolves allegations that ePeople employed an individual who was excluded from participating in any Federal health care programs. The excluded individual was a licensed practical nurse who provided items and services to nursing facilities that were billed to Federal health care programs. Senior Counsel Nicole Caucci represented OIG in this case.

06-20-2014

After it self-disclosed conduct to OIG, Hospice by the Sea, Inc. (HBTS), Florida, agreed to pay $428,935.46 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that HBTS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

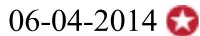
After it self-disclosed conduct to OIG, Bennington Rescue Squad, Inc. (Bennington), Vermont, agreed to pay $94,441.35 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Bennington employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-13-2014

After it self-disclosed conduct to OIG, Redlands Community Hospital (Redlands), California, agreed to pay $155,563.44 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Redlands employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-05-2014

After it self-disclosed conduct to OIG, Valeo Behavioral Health Care, Inc. (Valeo), Kansas, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Valeo submitted claims to Federal health care programs containing Evaluation & Management codes 99202 through 99205, which were for higher levels of services than those services actually provided.

06-04-2014 

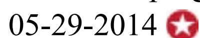
CVS Pharmacy Enters into $1.2M Settlement with OIG on Double-Billing Claims

CVS Pharmacy, Inc. (CVS) entered into a settlement agreement for $1,216,147.19 with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective May 28, 2014. The settlement resolves allegations that CVS improperly submitted, or caused to be submitted, duplicate claims to both Medicare Part B and to Medicare Part D plan sponsors or the sponsors' agents. Specifically, CVS allegedly double-billed for immunosuppressant drugs for the same patients on the same date of service.

OIG's Office of Audit Services and Office of Counsel to the Inspector General, represented by Senior Counsel Geoffrey Hymans and Associate Counsel Katherine Matos, collaborated to achieve this settlement.

05-30-2014

Leer's Quality Home Health Care Services Inc. (Leer's), Texas, agreed to pay $39,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Leer's employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-29-2014 

Texas Health Care Center Settles with OIG on Charges of Employing an Excluded Individual

Rayburn Health Care & Rehabilitation (RHCR)- a nursing and rehabilitation center located in Jasper, TX- entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective May 15, 2014. The $110,712.60 settlement resolves allegations that RHCR employed an individual who was excluded from participating in any Federal health care programs. When the excluded individual applied to be reinstated into Federal health care programs, she reported on her application that she was employed by RHCR as a nurse for two years during her exclusion. During her employment tenure, she allegedly provided items or services reimbursed by Federal health care programs, which is prohibited for excluded individuals.

05-28-2014

After it self-disclosed conduct to OIG, Remington Family Dental, PLLC, Hardin Family Dental, PLLC, and Rubicon Dental Associates, PLLC (collectively, Remington), Montana, agreed to pay $24,579.93 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Remington employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-15-2014

After it self-disclosed conduct to OIG, Carteret Medical Group, LLC (Carteret), North Carolina, agreed to pay $29,493.21 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Carteret employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Kindred Nursing Centers West, LLC (Kindred), Colorado, agreed to pay $62,964.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Kindred employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Brighton Operations, LLC (Brighton Operations), Colorado, agreed to pay $49,430.22 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Bright Operations employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, California Cancer Associates for Research and Excellence (CCARE), California, agreed to pay $17,346.84 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that CCARE billed Medicare for Evaluation and Management visits that were already covered within a grant funded by a pharmaceutical company and should have not been billed separately to Medicare.

05-09-2014

After it self-disclosed conduct to OIG Winterholler Dentistry, P.C. and Morrison Family Dentistry, P.C. d/b/a Winterholler Dentistry (collectively, Winterholler), Montana, agreed to pay $54,621.54 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Winterholler employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-06-2014

After it self-disclosed conduct to OIG, Uhrichsville Health Care Center, Inc. d/b/a Beacon Pointe Rehabilitation Center (Beacon Pointe), Ohio, agreed to pay $110,270.40 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Beacon Pointe employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-01-2014

After it disclosed conduct to the OIG pursuant to its Corporate Integrity Agreement, Quest Diagnostics, Incorporated (Quest), New Jersey, agreed to pay $152,560.51 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Quest employed four individuals that it knew or should have known were excluded from participation in Federal health care programs.

04-24-2014

After it self-disclosed conduct to OIG, Kmart Corporation (Kmart), doing business in New York, agreed to pay $497,110.97 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Kmart employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Immediate Homecare, Inc. d/b/a Immediate Homecare and Hospice (Immediate), Pennsylvania, agreed to pay $78,160.59 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Immediate employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-08-2014

In connection with the resolution of False Claims Act liability, an oncologist and his oncology practice agreed to be excluded from participating in Federal health care programs for a period of ten years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the oncologist and his practice submitted, or caused to be submitted, claims to Medicare and Medicaid for chemotherapy drugs in excess of the amounts actually provided.

04-07-2014

After it self-disclosed conduct to OIG, Harvard Vanguard Medical Associates, Inc. (HVMA), Massachusetts, agreed to pay $168,687 for allegedly violating the Civil Monetary Penalties

Law. OIG alleged that HVMA submitted claims to Medicare, Medicare's Atrius Health Pioneer Accountable Care Organization, and Massachusetts Medicaid using CPT codes 90805 and 90807 for services provided by a physician when the services rendered by the physician did not meet the coverage requirements for CPT codes 90805 and 90807.

03-20-2014

After it self-disclosed conduct to OIG, Mission Medical Associates, Inc. (MMA), North Carolina, agreed to pay $141,809.74 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that MMA employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-13-2014

In connection with the resolution of False Claims Act liability, an ophthalmologist agreed to be excluded from participating in Federal health care programs for a period of twenty years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the ophthalmologist presented or caused to be presented false or fraudulent claims for payment to Medicare and Medicaid for: (1) repeated Argon Laser Trabeculoplasties, a procedure used to treat open angle glaucoma, that were not reasonable and necessary; (2) repeated Lysis of Adhesion, a procedure used to correct a rare complication of cataract surgery, that were not reasonable and necessary; and (3) repeated Laser Peripheral Iridotomies, a procedure used to treat narrow angle glaucoma, that were not reasonable and necessary.

03-12-2014

After it self-disclosed conduct to OIG, Amedisys, Inc. (Amedisys), West Virginia, agreed to pay $1,974,812.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Amedisys, on behalf of its wholly-owned subsidiaries West Virginia, LLC, d/b/a Amedisys Hospice of Parkersburg (Amedisys-Parkersburg) and Tender Loving Care Health Care Services of West Virginia, LLC d/b/a Amedisys Hospice (Amedisys-St. Clairsville), submitted claims for hospice services for which the certification documents did not meet Federal health care program requirements. OIG contends the contracted medical directors at Amedisys-Parkersburg and Amedisys-St. Clairsville pre-signed blank medical forms, including certificates of terminal illness and face-to-face visit forms, which were later completed by Amedisys staff members.

03-11-2014

After it self-disclosed conduct to OIG, Community Memorial Healthcenter (CMH), Virginia, agreed to pay $52,332.41 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that CMH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-07-2014

After it self-disclosed conduct to OIG, Brentwood Healthcare, Ltd. (Brentwood), Texas, agreed to pay $243,266.31 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Brentwood employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Little Flower Haven (LFH), Iowa, agreed to pay $61,054.64 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that LFH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to OIG, Centegra Health Systems and Centegra Primary Care, LLC (Centegra), Illinois, agreed to pay $398,053.31 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Centegra improperly submitted claims to Medicare and Medicaid for medical services performed by a physician based on CPT codes that resulted in greater payment than the code applicable to the services actually provided.

03-04-2014

HealthCare Partners, LLC (HCP), California, agreed to pay $341,309.93 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that HCP employed two individuals that it knew or should have known were excluded from participation in Federal health care programs.

02-20-2014

PALMS Medical Transport, L.L.C. (PALMS), Georgia, agreed to pay $420,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that PALMS submitted ambulance transport claims for Medicare beneficiaries using HCPCS billing code A0434 for one-way Specialty Care Transport (SCT) from a skilled nursing facility or residence to a non-hospital based End Stage Renal Disease entity. OIG contends that these transports did not qualify as SCT because: (1) non-hospitals-based dialysis facilities are not considered "facilities" for the purposes of SCT, and (2) PALMS did not provide medically necessary supplies and services at a level beyond the scope of the EMT-Paramedic.

02-18-2014

After it self-disclosed conduct to OIG, KTLA Properties LP d/b/a Alamitos West Healthcare Center (Alamitos), California, agreed to pay $27,617.37 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Alamitos employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

02-18-2014

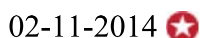
After it self-disclosed conduct to OIG, Heritage Healthcare of Macon, LLC (Heritage), Georgia, agreed to pay $88,113.93 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Heritage employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

02-14-2014

Medicus Laboratories, LLC (Medicus), Texas, agreed to pay $5,000,000 for allegedly violating the Civil Monetary Penalties Law. OIG contends that Medicus submitted false or fraudulent claims to Medicare as follows: 1) by inappropriately using Modifier 59 to submit claims for payment for multiple units of HCPCS code G0431 when only a single unit may be billed per patient encounter; and 2) by inappropriately submitting claims for HCPCs codes 83986 (pH of body fluid), 82570 (creatinine, other sources), 81005 (urinalysis, qualitative or semi-quantitative, except immunoassays), and 81003 (urinalysis, by dip stick or table reagent) when the testing was for screening purposes and was not medically reasonable and necessary.

02-14-2014

After it self-disclosed conduct to OIG, Interim HealthCare of the Eastern Carolinas, Inc. (Interim HealthCare), North Carolina, agreed to pay $79,694 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Interim HealthCare employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

02-11-2014 

Physician Agrees to $1.5 Million Payment and 15-Year Exclusion To Settle Civil Monetary Penalty Case

Joseph A. Raia, MD, a physiatrist in New Jersey, agreed to pay $1,500,000 for allegedly violating the Civil Monetary Penalties Law and agreed to be excluded from participation in Federal health care programs for a period of fifteen years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that Dr. Raia had improperly used chiropractors to provide physical therapy services "incident to" his professional services. Further, OIG alleged that Dr. Raia submitted claims to Medicare for the provision or supervision of physical therapy and related services while he was not in the State where the services were allegedly performed.

News Release

02-10-2014

Altru Health System (Altru), North Dakota, agreed to pay $241,137.76 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Altru employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

02-04-2014

Arizona Bridge to Independent Living, Inc. (ABIL), Arizona, agreed to pay $85,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that ABIL employed three individuals that it knew or should have known were excluded from participation in Federal health care programs.

01-27-2014

After it self-disclosed conduct to OIG, Home Care United, Inc. (HCU), Wisconsin, agreed to pay $22,867.67 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that HCU submitted claims to federal health care programs using Certifications of Medical necessity (CMNs) or Detailed Physician Orders (DPOs) that had been improperly altered by one of HCU's CMN Specialists. OIG alleged that these improper alterations included cutting and pasting physician signatures from other CMN or DPO forms; handwriting in a date or parts of numbers that had been cut off when the forms were faxed to HCU from the authorized physicians' offices; and using white out to change information.

01-27-2014

After it disclosed conduct to OIG pursuant to its Integrity Agreement, Decatur Vein Clinic, LLC, Decatur Vein Clinic, PC, and Decatur Vein Clinic Hobart, PC (Decatur), Indiana, agreed to pay $140,000.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Decatur billed and received reimbursement for catheter-infusion sclerotherapy procedures as well as other procedures for the care and treatment for varicose veins of the lower extremities that were not provided as claimed and were false or fraudulent.

01-13-2014

After it self-disclosed conduct to OIG, Spanish Fork Nursing and Rehabilitation Center (Spanish Fork), Utah, agreed to pay $10,000.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Spanish Fork employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

01-13-2014

After it self-disclosed conduct to OIG, Elim Care, Inc. (Elim), Minnesota, agreed to pay $11,477.34 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Elim employed two individuals that it knew or should have known were excluded from participation in Federal health care programs.

01-09-2014

After it self-disclosed conduct to OIG, Voices for Independence (Voices), Pennsylvania, agreed to pay $59,197.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Voices employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

2013

12-30-2013

In connection with the resolution of False Claims Act liability, an individual who was the former president, CEO, and board chair of a nationwide provider of geriatric care agreed to be excluded from participating in Federal health care programs for a period of three years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the individual submitted, or caused to be submitted, claims to Medicare for allegedly engaging in upcoding by billing for services provided to

beneficiaries in their homes when the services were instead provided in Assisted Living Facilities.

12-23-2013

After it self-disclosed conduct to OIG, Northland Retirement Community, Inc. (Northland), Wisconsin, agreed to pay $12,775.16 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Northland employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

Humana Inc. (Humana), Kentucky, agreed to pay $1,814,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Humana submitted prescription drug event date (PDE claims) that included sales tax from Louisiana pharmacies to the Centers for Medicare & Medicaid Services (CMS) even though Medicare Part D drugs were not taxable under Louisiana law as of July 1, 2006. OIG further alleged that Humana knowingly submitted or caused to be submitted PDE claims to CMS that improperly claimed Louisiana sales tax costs and the CMS used Humana's PDE claims to calculate Medicare Part D payments.

12-19-2013

East Los Angeles Dialysis Center (ELADC), California, agreed to pay $56,094.23 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that ELADC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-19-2013

After it self-disclosed conduct to OIG, Palm Drive Hospital (PDH), California, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law (CMPL) and provisions of the CMPL applicable to physician self-referrals and kickbacks. OIG alleged that PDH submitted claims for physician services provided by three providers to Medicare beneficiaries using the provider identification number of a physician who neither furnished the services nor personally supervised the services rendered. OIG further alleged that PDH knowingly charged facility fees and submitted claims for services provided at Palm Drive Medical Clinic (Clinic) when the Clinic failed to fully meet Medicare's regulations for Provider-Based Status, which resulted in improper billing of the claims disclosed. OIG also alleged that PDH paid remuneration to a physician in the form of payments for rent and other Clinic expenses. OIG further alleged that PDH paid remuneration to another physician in the form of payments under a service agreement and a recruitment agreement.

12-16-2013

After it self-disclosed conduct to OIG, Wyoming County Community Health System (WCCHS), New York, agreed to pay $15,000.00 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that WCCHS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-15-2013

Ronald Goldberg, M.D. (Goldberg), and Haverhill Family Practice (HFP), Massachusetts, agreed to pay $162,676.94 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Goldberg and HFP submitted claims under Goldberg's billing number for services provided to nursing home patients that had been provided by nurse practitioners. OIG also alleged that Goldberg and HFP submitted claims for services that were not provided to patients because the patients were either hospitalized or no longer living.

12-13-2013

After it self-disclosed conduct to OIG, Laboratory Corporation of America (LabCorp), Virginia, agreed to pay $21,051 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that LabCorp employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-13-2013

After it self-disclosed conduct to OIG, Pioneer Health Services of Newton, LLC (Pioneer), Mississippi, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Pioneer employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-13-2013

After it self-disclosed conduct to OIG, Seton Family of Hospitals (Seton) d/b/a Towers Nursing Home (Towers), Texas, agreed to pay $1,139,789.65 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Seton billed for posthospital extended care services furnished at Towers using certifications and recertifications that did not meet applicable Medicare criteria.

12-11-2013

After it self-disclosed conduct to OIG, East River Medical Imaging, PC (East River), New York, agreed to pay $227,427.42 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that East River employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-05-2013

After it self-disclosed conduct to OIG, Fairview Health Services (Fairview), Minnesota, agreed to pay $37,823.57 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Fairview employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

12-03-2013

A durable medical equipment (DME) company and its owner, agreed to pay $5,000, and to relinquish funds being held in suspension, for allegedly violating the Civil Monetary Penalties Law (CMPL) and provisions of the CMPL applicable to physician self-referrals and kickbacks. The DME company and its owner also agreed to be permanently excluded from participating in Federal health care programs under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the DME company in connection with their contract with a telemarketing company, made unsolicited telephone calls to Medicare beneficiaries to obtain orders for the furnishing of DME for which Medicare pays. OIG alleged that the DME company used the information obtained to submit claims to Medicare for the DME allegedly provided to the beneficiaries. OIG further contends that the DME company knew or should have known that they submitted false or fraudulent claims because they obtained the orders for the DME through telephone solicitations prohibited by the Social Security Act's DME Telemarketing Provisions. Those provisions prohibit suppliers of DME from making unsolicited telephone calls to Medicare beneficiaries regarding the furnishing of a covered item, except in three circumstances. OIG alleged that the telemarketing calls made on behalf of the DME company did not fall into these exceptions. OIG contends that the DME company violated the CMPL by knowingly submitting Medicare claims that they knew or should have known were false or fraudulent for DME ordered pursuant to prohibited telephone solicitations. OIG also contends that the DME company offered or paid remuneration in the form of monetary payments to induce the telemarketing company to refer individuals for the provision of DME for which Medicare would pay or to arrange for or recommend ordering DME for which Medicare would pay.

After it self-disclosed conduct to OIG, Atlantic Gastroenterology, P.A. (Atlantic), North Carolina, agreed to pay $120,073.50 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Atlantic submitted claims for evaluation and management services provided by a former physician employee under CPT codes 99231, 99232, and 99233, that were not provided as claimed and were billed at levels unsupported by the record documentation.

11-19-2013

Best Choice Home Health Care Agency (Best Choice), Kansas, agreed to pay $93,990.32 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Best Choice employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-19-2013

IASIS Healthcare Corporation (IASIS), Utah, agreed to pay $318,035.40 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that IASIS employed three individuals that it knew or should have known were excluded from participation in Federal health care programs.

11-14-2013

After it self-disclosed conduct to OIG, 60 Geneva Health Care, Inc., 840 Sherman Healthcare, Inc., and BCFL Holdings (Geneva), Ohio, agreed to pay $115,856.82 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Geneva employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-13-2013

Spectrum Private Care Services, Inc. (Spectrum), Kansas, agreed to pay $39,033.35 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that Spectrum employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-29-2013

After it self-disclosed conduct to OIG, St. John's Health Care Corporation d/b/a St. John's Home (St. John's), New York, agreed to pay $42,556.29 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that St. John's submitted claims for occupational therapy services provided concurrently but billed as if provided individually.

10-25-2013

In connection with the resolution of False Claims Act liability, a pediatrician agreed to be excluded from participating in Federal health care programs for a period of twenty years under 42 U.S.C. § 1320a-7(b)(7). The OIG alleged that the pediatrician: (1) billed for urinalysis testing employing the CPT code 81001 for automated urinalysis with microscopy when no microscopy was performed and (2) billed CPT code 92585 for comprehensive auditory evoked response testing when the comprehensive test was not actually being performed.

10-24-2013

In connection with the resolution of False Claims Act liability, the CEO of a corporation that provides hospice services agreed to be excluded from participating in Federal health care programs for a period of three years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the CEO caused the submission of false claims to Medicare for hospice care provided to 19 patients who did not meet the eligibility requirements for the Medicare hospice benefit because each of these patients, during some, or all, of the period they received hospice care, did not have a medical prognosis of six months or less if their illnesses ran their normal course.

10-04-2013

The president/CEO of two urine drug testing facilities, agreed to be excluded from participating in Federal health care programs for a period of fifteen years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the president/CEO knowingly submitted or caused to be submitted claims for urine drug testing that lacked an appropriate physician order, were medically unnecessary, and were fraudulently coded and for providing services that were reimbursable by Medicare in violation of the president/CEO's previous exclusion. OIG further alleged that the president/CEO knowingly submitted or caused to be submitted to Medicare: (1) claims for payment under a provider number that was obtained by knowingly submitting false information to the State of Michigan and the Medicare Administrative Contractor for the State of Michigan; (2) claims for payment for urine diagnostic tests that were not ordered by a physician; (3) separate claims for

payment for urine diagnostic tests under separate CPT codes when only one CPT was allowed; and (4) claims for payment that were coded to circumvent computer edits in order to fraudulently increase payments from Medicare for services that were not ordered or provided.

10-02-2013

A physician agreed to be excluded from participating in Federal health care programs for a period of ten years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the physician unbundled injections to the origin/insertion site of a tendon in a single office visit under CPT code 20551, when Medicare and Medicaid laws and regulations require such injections to be bundled and billed as a single claim under CPT code 20553.

07-26-2013

An employee of a durable medical equipment (DME) company agreed to be permanently excluded from participating in Federal health care programs under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the DME company employee caused unsolicited telephone calls to be made to Medicare beneficiaries to obtain orders for the furnishing of DME. The DME company later submitted claims to Medicare for DME allegedly provided to beneficiaries who had received the unsolicited telephone calls. OIG contends that the DME company employee knew or should have known that they were causing the submission of false or fraudulent claims because the orders for the DME were based on telephone solicitations prohibited by the Social Security Act's DME Telemarketing Provisions. OIG also contends that the DME company employee offered or paid remuneration in the form of monetary payments to telemarketing companies for the referral of individuals for the provision of DME that would be paid for by Medicare. OIG contends that the DME company employee's offering and paying for remuneration described above violated the Federal Anti-Kickback Statute.

A telemarketing company and its owner agreed to pay $347,000 for allegedly violating the Civil Monetary Penalties Law and provisions of the Civil Monetary Penalties Law applicable to physician self-referrals and kickbacks. The telemarketing company and its owner also agreed to be excluded from participating in Federal health care programs for a period of ten years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the telemarketing company, in connection with their contract with a durable medical equipment (DME) company, made unsolicited telephone calls to Medicare beneficiaries to obtain orders for the furnishing of DME that Medicare would pay for. OIG alleged that the DME company in turn used the information to submit claims to Medicare for DME allegedly provided to beneficiaries. OIG contends that the telemarketing company knew or should have known that they were causing the submission of false or fraudulent claims because they obtained the orders for the DME through telephone solicitations prohibited by the Social Security Act's DME Telemarketing Provisions. OIG also contends that the telemarketing company solicited or received remuneration in the form of monetary payments in return for referring individuals for the provision of DME that would be paid for by Medicare.

10-18-2013

After it self-disclosed conduct to the OIG, Memphis Pathology Laboratory d/b/a American Esoteric Laboratories (AEL), Tennessee, agreed to pay $6,780.63 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that AEL employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-08-2013

After it self-disclosed conduct to the OIG, Conroe Healthcare (Conroe), Florida, agreed to pay $145,106.68 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Conroe employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, The Guidance Center (Guidance), Michigan, agreed to pay $742,398 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Guidance made false records or statements material to improper claims for payment for multiple developmental disability services provided simultaneously to Medicaid patients when only one service was eligible for payment.

10-02-2013

After it self-disclosed conduct to the OIG, Valley View Regional Hospital (VVRH), Oklahoma, agreed to pay $44,307.15 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that VVRH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-30-2013

After it self-disclosed conduct to the OIG, Atmore Community Hospital (Atmore), Alabama, agreed to pay $10,996.20 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Atmore employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-27-2013

After it self-disclosed conduct to the OIG, Ocala Specialty Surgery Center, LLC (Ocala), Florida, agreed to pay $21,523.44 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Ocala employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, the City of El Paso, Texas (El Paso), agreed to pay $1,162,828.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that El Paso submitted claims to Medicare for emergency Advanced Life Support ambulance transportation services when, in actuality, the medically reasonable and necessary level of services was the lower cost emergency Basic Life Support ambulance transportation services.

09-26-2013

After it self-disclosed conduct to the OIG, Vital Signs Staffing, LLC (Vital Signs), Utah, agreed to pay $50,000 for allegedly violating the Civil Monetary Penalties Law. The OIG Alleged that Vital Signs employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-20-2013

After it self-disclosed conduct to the OIG, Osler HMA Medical Group, LLC (Osler), Florida, agreed to pay $13,836.99 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Osler employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-19-2013

Anchor Safe Healthcare, Inc. (Anchor Safe), Texas, agreed to pay $47,324 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Anchor Safe employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-17-2013

After it self-disclosed conduct to the OIG, Center for Human Genetics, Inc. (CHG) and Dr. Jeffrey Milunsky (Dr. Milunsky), Massachusetts, agreed to pay $798,993 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CHG billed for single genetic tests over multiple dates of service, determined by the time span of the tests analysis. By doing so, CHG avoided "edits" built into the computerized payment systems of the government payors which would have prevented the payment of certain specific parts of Current Procedural Terminology codes on the same date of service. The OIG further alleged that Dr. Milunsky knowingly presented or caused to be presented claims for items or services that Dr. Milunsky

should have known were not provided as claimed. Specifically, CHG, under Dr. Milunsky's National Provider Number, billed for services of genetic counselors "incident to" his own professional services when those genetic counselors did not provide such services under Dr. Milunsky's direct supervision because they were not located in the same office suite or at the same address.

09-09-2013

After it self-disclosed conduct to the OIG, Miami Behavioral Health Center, Inc. (MBHC), Florida, agreed to pay $150,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MBHC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-06-2013

After it self-disclosed conduct to the OIG, Hampton Behavioral Health Center (Hampton), New Jersey, agreed to pay $30,541.49 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Hampton employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

Catherine Odo Ekereuke, d/b/a Bukate Medical Supplier (Bukate), Arizona, agreed to pay $29,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Bukate submitted or caused to be submitted claims to Medicare for power mobility devices and other durable medical equipment that Bukate failed to provide to beneficiaries.

08-30-2013

After it self-disclosed conduct to the OIG, Cystic Fibrosis Services, Inc. (CFS), Maryland, agreed to pay $307,877.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CFS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-12-2013

After it self-disclosed conduct to the OIG, Saint Francis Hospital and Medical Center (Saint Francis), Connecticut, agreed to pay $78,931.62 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Saint Francis employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-12-2013

Radius Specialty Hospital LLC (Radius), Massachusetts, agreed to pay $333,647.25 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Radius employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-07-2013

Two ambulance company owners agreed to be excluded from participating in Federal health care programs for ten years under 42 U.S.C. § 1320a-7(b)(7) and 42 U.S.C. § 1320a-7(b)(16). OIG alleged that the ambulance company owners (1) knowingly made or caused to be made false statements, omissions, and misrepresentations of material fact on an application to enroll as a provider of services or supplier in the Medicare program; (2) knowingly made or caused to be made false statements, omissions, and misrepresentations of a material fact in a bid to contract with a provider to furnish ambulance services and to submit claims for payment for ambulance services furnished under a Federal health care program; and (3) knowingly made or caused to be made or used a false record or statement material to a false or fraudulent claim for payment for items and services furnished under a Federal health care program.

After it self-disclosed conduct to the OIG, Dr. Susoni Health Community Services, Corp., d/b/a Dr. Cayetano Coll & Toste Regional Hospital (Cayetano), Puerto Rico, agreed to pay $381,841.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that

Cayetano employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-07-2013

After it self-disclosed conduct to the OIG, Hospital Doctor Susoni, Inc., d/b/a Hospital Dr. Susoni (Susoni), Puerto Rico, agreed to pay $78,229.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Susoni employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-19-2013

In connection with the resolution of False Claims Act liability, the owner of a lymphedema wound center agreed to be excluded from participating in Federal health care programs for ten years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the owner of the lymphedema wound center submitted claims to Medicare: (1) for physical therapy treatments that were performed by therapists who were not qualified to perform those treatments; (2) for physical therapy treatments in excess of the Medicare caps and limitations on the number of physical therapy treatments; (3) that violated the rules for "bundling" strapping/bandaging services with physical therapy treatments; and (4) for prescribing pneumatic compression pumps for Medicare beneficiaries when those pumps were not medically necessary.

07-17-2013

After it self-disclosed conduct to the OIG, North Arkansas Regional Medical Center (NARMC), Arkansas, agreed to pay $395,591.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NARMC improperly billed separately for "incident to" services that were included in its Rural Health Center payment.

07-12-2013

After it self-disclosed conduct to the OIG, Saint Luke's Health System (SLPS), Missouri, agreed to pay $142,740 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SLPS improperly billed Medicare and Medicaid for interventional radiology services furnished by a radiology practitioner assistant (RPA) in SLPS's Radiology Department. Specifically, SLPS separately and improperly billed Medicare for services furnished by an RPA even though, under Medicare rules, payment for services furnished by an RPA in a hospital setting are bundled and paid to the hospital as part of its facility payment.

07-08-2013

After it self-disclosed conduct to the OIG, Sonora Regional Medical Center (SRMC) California, agreed to pay $597,193 for allegedly violating the Civil Monetary Penalties Law. SRMC contracted with a physician to provide professional services at SRMC's medical oncology outpatient center. The OIG alleged that SRMC submitted claims containing CPT codes 99204, 99205, 99214, and 99215, that it submitted for services provided by the physician that were upcoded and that the physician engaged in a pattern or practice of coding at a higher level that he knew or should have known would result in a greater payment than the code applicable to the services he was actually providing.

07-01-2013

After it disclosed conduct to the OIG pursuant to its Corporate Integrity Agreement, Amerigroup Corporation (Amerigroup), Virginia, agreed to pay $30,754.93 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Amerigroup contracted with three individuals that it knew or should have known were excluded from participation in Federal health care programs and paid for prescriptions written by a fourth individual that it knew or should have known were excluded from participation in Federal health care programs.

06-28-2013

In connection with the resolution of False Claims Act liability, an oncology medical group practice agreed to be excluded from participating in Federal health care programs for ten years

under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the oncology medical group practice purchased drugs from a foreign drug distributor in Canada that obtained the drugs from foreign sources. OIG alleged that these drugs, sometimes with labeling in foreign languages or without dosage information, were not manufactured in establishments that were registered with the United States Food and Drug Administration (FDA). OIG alleged that the versions of the drugs that the oncology medical group practice purchased were not the subject of, and did not comply with, a new drug application, abbreviated new drug application, or biologics license application approved by the FDA for commercial marketing and, therefore, the drugs were not covered by Federal health care programs because the drugs had not received final marketing approval from the FDA.

06-19-2013

In connection with the resolution of False Claims Act liability, an oncologist and hematologist agreed to be excluded from participating in Federal health care programs for fifteen years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the oncologist and hematologist knowingly submitted false and/or fraudulent claims to Federal health care programs for: (1) quantities of drugs greater than those actually administered to patients; (2) overstating chemotherapy drug infusion times; and (3) double-billing for medications.

In connection with the resolution of False Claims Act liability, an allergist and the allergy clinic he owned agreed to be excluded from participating in Federal health care programs for a period of twenty years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the allergist through his allergy clinic submitted false claims related to Healthcare Common Procedure Codes 95004, 05165 and 99214 including: misrepresentation of services and diagnoses, overutilization of procedures, billing for unapproved hormone therapy treatments, billing for services that were not medically necessary, billing for services not rendered, and misrepresenting the provider who rendered treatment.

After it self-disclosed conduct to the OIG, Rutherford Hospital, Inc. (Rutherford), North Carolina, agreed to pay $706,090.46 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Rutherford submitted or caused to be submitted claims for physicians' services provided by a doctor to beneficiaries of Federal health care programs using the provider identification numbers of another doctor, who did not further the services. The OIG contends that Rutherford knowingly misused provider identification numbers, which resulted in improper billing of the claims identified and disclosed by Rutherford.

06-10-2013

After it self-disclosed conduct to the OIG, Mercy Clinic Oklahoma Communities, Inc. (Mercy Clinic), Oklahoma, agreed to pay $51,444.03 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Mercy Clinic employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-24-2013

After it self-disclosed conduct to the OIG, Expeditive, LLC (Expeditive), New Jersey, agreed to pay $2,883.53 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Expeditive employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, SpecialtyCare Surgical Assist, LLC (SCSA), Florida, agreed to pay $247,024.19 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SCSA knowingly presented to Medicare, Medicaid, and TRICARE claims for items or services that SCSA knew or should have known were not provided as claimed and were false or fraudulent. Specifically, the OIG contends that SCSA billed the above programs for assistant-at-surgery services provided by certified surgical assistants and registered nurse first

assistants, when these programs reimburse such services only if provided by physicians and/or physician assistants.

05-22-2013

Trustees of Tufts College and Tufts University School of Dental Medicine (TUSDM), Massachusetts, agreed to pay $841,120.88 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that TUSDM submitted claims to Medicare for various services from four of their clinics. The OIG contends that these claims were improper because the services were provided by dentists who were not credentialed by Medicare and/or the services or the code level billed were not supported by sufficient medical record documentation.

05-21-2013

Carolyn Murray-Burton, M.D. (Murray), New Jersey, agreed to pay $136,777.59 for allegedly violating the Civil Monetary Penalties Law. The OIG contends that Murray caused her employer to submit claims for reimbursement to Medicaid and Medicaid HMOs for items and services furnished by her while she did not possess a valid medical license.

After it self-disclosed conduct to the OIG, St. Peter's Hospital of the City of Albany (St. Peter's), New York, agreed to pay $16,538.70 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that St. Peter's employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, Shahid Mansoor, M.D. doing business as Mansoor Pediatrics (Mansoor), Louisiana, agreed to pay $51,315.90 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Mansoor employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-17-2013

Dr. Matthew James Britton and C.F. Health Management, Inc. d/b/a Gainesville Pain Management (Gainesville), Georgia, agreed to pay $1,577,597 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Gainesville submitted false or fraudulent claims: 1) by inappropriately using Modifiers 76 and 59, to submit claims for payment for multiple units of Healthcare Common Procedure Coding System (HCPCS) codes G0431 and G0434 when only a single unit may be billed per patient encounter; and 2) by inappropriately using Modifier QW and billing for HCPCS G0431 when the less expensive services represented by HCPCS code G0434 were actually provided.

05-10-2013

After it self-disclosed conduct to the OIG, Sutter Health Sacramento Sierra Region (SHSSR), California, agreed to pay $130,308.39 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SHSSR employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-03-2013

After it self-disclosed conduct to the OIG, Jackson Pediatric Associates, P.A. (JPA), Mississippi, agreed to pay $89,080.70 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that JPA employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-02-2013

Visiting Nurse Association (VNA), Johnson County, Iowa, agreed to pay $33,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that VNA employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-26-2013

Evergreen Oregon Healthcare Salem, LLC (Evergreen), Oregon, agreed to pay $19,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Evergreen

employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-08-2013

Sergey Lugina and Executive Medical Care, P.C., (EMC), New York, agreed to pay $74,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that EMC submitted or caused to be submitted claims for medical services that were not provided as claimed and/or were false or fraudulent. The OIG alleges that these services were not provided as claimed because Sergey Lugina was on travel outside the United States during the periods when he claimed that he rendered services to beneficiaries.

04-03-2013

After it self-disclosed conduct to the OIG, RenalSouth Garden District (RSGD), Louisiana, agreed to pay $10,487.45 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that RSGD employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-11-2013

After it disclosed conduct to the OIG pursuant to its Corporate Integrity Agreement, Vanguard HealthCare, LLC (Vanguard), Tennessee, agreed to pay $159,778.00 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Vanguard employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-07-2013

In connection with the resolution of False Claims Act liability, a pharmacy owner agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the pharmacy owner submitted claims for payment for drugs that were never dispensed.

03-04-2013

After it self-disclosed conduct to the OIG, Radiology Associates, P.C. (RA) and Oregon Imaging Centers, LLC (OIC), OR, agreed to pay $189,045.28 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that OIC inappropriately billed Medicare for certain diagnostic tests provided by radiology practitioner assistants employed by RA that required personal supervision by a physician, but instead were provided under direct supervision.

02-27-2013

After it self-disclosed conduct to the OIG, Glen Haven Home, Inc. (GH), Iowa, agreed to pay $34,575.35 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that GH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

02-11-2013

In connection with the resolution of False Claims Act liability, a dermatologist agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the dermatologist performed medically unnecessary adjacent tissue transfers on Medicare beneficiaries and billed Medicare for evaluation and management services that were not performed.

02-08-2013

After it self-disclosed conduct to the OIG, Ability and Performance Home Care, LLC (Ability), Texas, agreed to pay $92,976.44 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Ability submitted claims to Medicare for home health care services provided to patients that included false or fraudulent documentation.

02-08-2013

After it self-disclosed conduct to the OIG, Steward Good Samaritan Medical Center, Inc. (Good Samaritan), Massachusetts, agreed to pay $15,104.13 for allegedly violating the Civil Monetary

Penalties Law. The OIG alleged that Good Samaritan employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

02-05-2013

After it self-disclosed conduct to the OIG, Swan Pointe Care Center (Swan Pointe), Ohio, agreed to pay $213,708.00 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Swan Pointe employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

01-17-2013

After it self-disclosed conduct to the OIG, RCHP-Florence, LLC d/b/a Shoals Hospital (Shoals), Alabama, agreed to pay $45,682.02 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Shoals employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

01-17-2013

After it self-disclosed conduct to the OIG, Paterson Community Health Center (Paterson), New Jersey, agreed to pay $100,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Paterson submitted claims for items and services furnished by an unlicensed and unregistered physician.

01-16-2013

After it self-disclosed conduct to the OIG, Bartlett Regional Hospital (Bartlett), Arkansas, agreed to pay $1,434,664.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Bartlett submitted claims using incorrect physician names and NPI numbers and submitted claims for non-physician provider services that were billed under a physician's name and NPI number.

2012

12-21-2012

In connection with the resolution of False Claims Act liability, a physician agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the physician submitted claims to Medicare and Medicaid for a more comprehensive and complex evaluation and management service than he actually provided.

After it self-disclosed conduct to the OIG, CaroMont Medical Group, Inc. (CaroMont), North Carolina, agreed to pay $205,685.27 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CaroMont presented to the United States claims for items or services that CaroMont knew or should have known were not provided as claimed and were false or fraudulent. The OIG alleged that CaroMont purchased drugs and devices from foreign sources and provided those drugs to Federal health care program patients and billed Federal healthcare programs for those products for their biochemical equivalents sold in the United States.

11-13-2012

After it self-disclosed conduct to the OIG, Community General Hospital (CGH), NY, agreed to pay $248,362.78 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CGH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-17-2012

In connection with the resolution of False Claims Act liability, a chiropractic medical group and its four owners agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the chiropractic medical

group and its four owners knowingly submitted claims to Medicare for multiple units of therapeutic activities (CPT Code 95730) for treatment sessions that did not reflect the actual time that patients were treated.

10-05-2012

After it self-disclosed conduct to the OIG, Essex Valley Healthcare, Inc., East Orange General Hospital, and Essex Valley Medical Transportation Services, Inc. (Respondents), New Jersey, agreed to pay $61,570.88 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the respondents employed two individuals that they knew or should have known were excluded from participation in Federal health care programs.

11-16-2012

After it disclosed conduct to the OIG pursuant to its Corporate Integrity Agreement, Touro Infirmary (Touro), Louisiana, agreed to pay $427,561.59 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Touro employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-13-2012

After it self-disclosed conduct to the OIG, Community General Hospital (CGH), NY, agreed to pay $248,362.78 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CGH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

Safeway, Inc., Wyoming, agreed to pay $56,994 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Safeway, Inc. submitted claims to Medicare Part D for the branded drug Protonix when it dispensed the authorized Protonix generic drug known as pantoprazole.

10-25-2012

After it self-disclosed conduct to the OIG, Colorado Retina Associates, P.C. and Douglas Holmes, M.D. (CRA and Dr. Holmes), Colorado, agreed to pay $71,867.58 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CRA and Dr. Holmes submitted to Federal healthcare programs claims for evaluation and management services that were not provided as claimed and were false or fraudulent.

10-12-2012

After he disclosed conduct to the OIG pursuant to his Integrity Agreement, Dr. Akram Abraham d/b/a Abraham Medical Clinic (Dr. Abraham), Massachusetts, agreed to pay $43,014.80 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Dr. Abraham employed an individual that he knew or should have known was excluded from participation in Federal health care programs.

10-07-2012

After it self-disclosed conduct to the OIG, ABQ Health Partners, LLC (ABQ), New Mexico, agreed to pay $1,096,112 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that ABQ submitted claims to Federal health care programs for services performed by pharmacy clinicians during new and established patient visits based on E&M codes that ABQ knew or should have known were not reimbursable.

After it self-disclosed conduct to the OIG, Home Healthcare Connection, Inc. (HHCI), Kansas, agreed to pay $81,102.06 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HHCI employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, Auburn Community Hospital (ACH), New York, agreed to pay $150,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that ACH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-05-2012

After it self-disclosed conduct to the OIG, Essex Valley Healthcare, Inc., East Orange General Hospital, and Essex Valley Medical Transportation Services, Inc. (Respondents), New Jersey, agreed to pay $61,570.88 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the respondents employed two individuals that it knew or should have known were excluded from participation in Federal health care programs.

10-04-2012

After it self-disclosed conduct to the OIG, Duke University Health System, Inc., d/b/a Duke University Hospital (Duke), North Carolina, agreed to pay $6,395.54 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Duke employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-26-2012

After it self-disclosed conduct to the OIG, North Canton Medical Foundation (NCMF), Ohio, agreed to pay $1,018,877 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NCMF submitted claims to the Federal health care programs for podiatry services which were not supported by medical documentation.

After it self-disclosed conduct to the OIG, Salida Hospital District d/b/a Heart of the Rockies Regional Medical Center (HRRMC), Colorado, agreed to pay $120,580.25 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HRRMC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-25-2012

After they self-disclosed conduct to the OIG, Discovery House LT, Inc., Discovery House UC, Inc., Discovery House TV, Inc., and Discovery House Utah, Inc. (collectively, Discovery House), Utah, agreed to pay $105,794.24 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Discovery House employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-21-2012

After it disclosed conduct to the OIG pursuant to its Corporate Integrity Agreement, Decatur Vein Clinic (Decatur), Indiana, agreed to pay $41,898.94 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Decatur employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-19-2012

After it self-disclosed conduct to the OIG, East Boston Neighborhood Health Center (EBNHC), Massachusetts, agreed to pay $103,485.79 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that EBNHC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, Down East Community Hospital (Down East), Maine, agreed to pay $417,440.78 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Down East employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-22-2012

After it self-disclosed conduct to the OIG, Mercy Hospitals East Communities (Mercy), Missouri, agreed to pay $138,452 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Mercy employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-22-2012

After it self-disclosed conduct to the OIG, House Psychiatric Clinic, Inc. and Matthew House, D.O. (collectively House), California, agreed to pay $34,849.89 for allegedly violating the Civil

Monetary Penalties Law. The OIG alleged that House billed Federal health care programs for items or services that were not provided as claimed and were false or fraudulent. Specifically, House: 1) submitted claims for services provided by four unlicensed employees as if the services were provided by Dr. House; and 2) submitted claims for services provided by a Nurse Practitioner as if those services were provided by Dr. House.

08-15-2012

After it self-disclosed conduct to the OIG, Colorado Surgical Services, PC (CSS), Colorado, agreed to pay $13,616.57 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CSS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-07-2012

After it self-disclosed conduct to the OIG, Supervalu, Inc., and its subsidiaries, FF Acquisitions, LLC, Foodarama, Inc., New Albertsons, Inc., SUPERVALU Pharmacies, Inc., and Shoppers Food Warehouse Corporation (collectively Supervalu), Minnesota, agreed to pay $184,464.03 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Supervalu submitted claims to Federal health care programs for a branded drug when it dispensed the authorized generic drug.

08-07-2012

After it self-disclosed conduct to the OIG, Mental Health Center of East Central Kansas (MHCECK), Kansas, agreed to pay $35,840 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MHCECK improperly billed the Kansas Medicaid program for psychological services provided by a psychological testing assistant (PTA). Specifically, the PTA, who was not licensed to provide or bill for psychological evaluations, was instructed by one of MHCECK's licensed clinical psychologists (clinician) to perform psychological testing and write test interpretations and evaluation reports without the clinician ever having interviewed or seen the patients. MHCECK billed the services to Medicaid under the clinician's provider number.

08-02-2012

After it self-disclosed conduct to the OIG, Albany Memorial Hospital (AMH), New York, agreed to pay $206,669.53 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that AMH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-01-2012

After it self-disclosed conduct to the OIG, Laurence Rosenfield, M.D., P.A., and Spinal Diagnostics & Interventional Pain Medicine (SDIPM), Texas, agreed to pay $110,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Dr. Rosenfield and SDIPM, through a contracted company, improperly billed Federal health care programs for services provided by a physician that did not have a Medicare provider number. The services were billed using Dr. Rosenfield's provider number.

07-24-2012

After it self-disclosed conduct to the OIG, Billings Clinic (Billings), Montana, agreed to pay $284,098.55 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Billings employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-25-2012

Stephan P. Babirak, Ph.D. M.D. (Babirak) and Metabolic Leader, LLC, PA (Metabolic Leader), Maine, agreed to pay $17,087.58 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Babirak and his medical practice, Metabolic Leader, improperly billed Medicare for: (1) new patient Evaluation & Management (E&M) office visits for pre-existing

patients; (2) upcoded E&M office visits; and (3) services provided by nurse practitioners that were billed under Babirak's provider number when he was not in the office.

07-24-2012

After it self-disclosed conduct to the OIG, Dartmouth-Hitchcock, Vermont, agreed to pay $65,934.00 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Dartmouth-Hitchcock submitted claims to Medicare and Medicaid for outpatient ambulatory clinic visits provided by a physician that were not supported by medical record documentation.

07-13-2012

After it self-disclosed conduct to the OIG, The Village of Wilkes (Wilkes), North Carolina, agreed to pay $207,440.19 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Wilkes employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-11-2012

Dr. Jorge Zamora-Quezada, Texas, agreed to pay $83,481.22 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Dr. Jorge Zamora-Quezada employed an individual that he knew or should have known was excluded from participation in Federal health care programs.

07-06-2012

After it self-disclosed conduct to the OIG, the Treatment and Learning Centers, Inc. (TLC), Maryland, agreed to pay $28,214.16 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that TLC knowingly presented claims for items or services that TLC knew or should have known were not provided as claimed and were false or fraudulent. The OIG alleged that TLC improperly submitted claims to Medicare for services rendered by two audiologists, using the Medicare enrollment information and National Provider Identifier of a third audiologist employed by TLC.

07-05-2012

After it self-disclosed conduct to the OIG, Seasons Hospice and Palliative Care of Southern Florida, Inc. (Seasons), Florida, agreed to pay $73,428.48 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Seasons employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-27-2012

Cooperative Home Care (Cooperative), Missouri, agreed to pay $121,010 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Cooperative employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, The Memorial Hospital at North Conway, New Hampshire (TMH) agreed to pay $20,479.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that TMH submitted upcoded claims to Medicare and Medicaid for Evaluation & Management services provided by one of TMH's physicians.

06-19-2012

In connection with the resolution of False Claims Act liability, a physician agreed to be permanently excluded from participating in Federal health care programs under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the physician submitted or caused to be submitted claims to Medicaid: (1) by issuing prescriptions for Tramadol to patients that were without legitimate medical purpose or not in the usual course of professional treatment; and (2) for office visits with patients that were for services that were not medically necessary and/or not adequately supported by medical record documentation.

Hy-Vee, Inc., Iowa, agreed to pay $831,871.61 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Hy-Vee, Inc. employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-15-2012

After it self-disclosed conduct to the OIG, Robert Jacobson Pharmacy (RJP), New York, agreed to pay $164,842.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that RJP employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-07-2012

Jennings Healthcare Center (Jennings), Indiana, agreed to pay $81,704.88 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Jennings employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, University Eye Surgeons, P.C. (University), Tennessee, agreed to pay $19,429 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that University employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-06-2012

On With Life, Iowa, agreed to pay $77,586 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that On With Life employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-05-2012

The owner of a company that supplies durable medical equipment (DME) agreed to be excluded from participating in Federal health care programs for a period of ten years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the DME supply company owner knowingly submitted or caused to be submitted false or fraudulent claims to the Medicare program. Specifically, OIG alleged that the DME supply company owner: (1) billed for an item of durable medical equipment that was never provided to the beneficiary; (2) billed for 13 motorized wheelchairs when less expensive power scooters were actually provided to beneficiaries; and (3) billed for items of durable medical equipment before the items were actually provided to the beneficiaries.

05-31-2012

After it self-disclosed conduct to the OIG, HCM Management, Inc. (HCM), Iowa agreed to pay $200,812.31 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HCM employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, HCM Management, Inc. (HCM), Iowa, agreed to pay $200,812.31 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HCM employed two individuals that it knew or should have known were excluded from participation in Federal health care programs.

05-25-2012

In connection with the resolution of False Claims Act liability, the owner of a company that supplies durable medical equipment (DME) agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the DME supply company owner knowingly submitted or caused to be submitted claims when he was not approved by Medicare and was ineligible to receive Medicare and TRICARE reimbursements.

In connection with the resolution of False Claims Act liability, two co-owners of a hospice agreed to be excluded from participating in Federal health care programs for a period of seven

years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the hospice co-owners submitted claims for payment to Medicare for some patients who were either completely or partially hospice ineligible or were provided a higher level of hospice care than was necessary or allowable.

05-10-2012

After it self-disclosed conduct to the OIG, Animas Corporation (Animas), Pennsylvania, agreed to pay $1,683,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Animas submitted reimbursement to Medicare and Medicaid for infusion pumps and supplies that were based upon documentation that included signed written orders received from physicians which had been altered without the physician's approval.

05-09-2012

Halls Physicians Services (HPS), Tennessee, agreed to pay $51,972.20 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HPS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-27-2012

Bloomington Podiatry Center (BPC), Indiana, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that BPC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-16-2012

Baypointe Nursing Home, Inc. d/b/a Baypointe Rehabilitation & Skilled Care Center (Baypointe), Massachusetts, agreed to pay $351,255.44 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Baypointe employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-03-2012

After it self-disclosed conduct to the OIG, Transitional Services for New York, Inc. (TSNYI), New York, agreed to pay $141,275 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that TSNYI submitted to Medicare upcoded claims for reimbursement for outpatient psychotherapy and psychiatric services.

04-02-2012

The manager of a medical group practice agreed to be excluded from participating in Federal health care programs for a period of ten years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the medical group practice manager caused the submission of claims to Medicare for medically unnecessary diagnostic tests that were not ordered by a physician.

03-26-2012

After it self-disclosed conduct to the OIG, Southern Maine Medical Center (SMMC), Maine, agreed to pay $76,529.81 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SMMC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-20-2012

Ronald V. Myers, Sr., M.D. (Myers), Mississippi, agreed to pay $25,500 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Myers caused improper claims to be submitted to Medicare from Select Care, Inc. and Primary Physical Medicine, Inc., for physical therapy and related health care items or services that Myers did not personally render or did not directly supervise.

03-01-2012

In connection with the resolution of False Claims Act liability, a physician agreed to be excluded from participating in Federal health care programs for a period of seven years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the physician improperly billed Medicare for medically unnecessary pain injections that were administered by an unlicensed medical

assistant. As part of the False Claims Act settlement, the physician admitted that he allowed his unlicensed medical assistant to administer at least 80% of the pain injections.

02-20-2012

In connection with the resolution of False Claims Act liability, the marketing director of a mobile ultrasound company agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the mobile ultrasound company marketing director knowingly caused the submission of false claims for ultrasound services that were never ordered or performed.

02-13-2012

After it self-disclosed conduct to the OIG, Reid Hospital & Health Care Services, Inc. (Reid), Indiana, agreed to pay $96,645.70 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Reid made and used false records to secure payment of false and fraudulent claims for items and services furnished under Medicare.

01-25-2012

A radiation oncologist agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the radiation oncologist knowingly submitted or caused the submission of false or fraudulent claims to Medicare, under various CPT codes, by: (1) excessively billing; (2) lacking documentation justifying the level of services billed; (3) billing for professional components of tests when only technical components were provided; and (4) billing under more complex CPT codes when less complex procedures were actually performed.

01-20-2012

After it self-disclosed conduct to the OIG, Senior Select Home Health Services (Senior Select), Texas, agreed to pay $41,125.51 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Senior Select knowingly presented claims for items or services that Senior Select knew or should have known were not provided as claimed and were false or fraudulent.

01-19-2012

LP Lexington Pimlico, LLC d/b/a Bluegrass Care and Rehabilitation Center (Bluegrass), Kentucky, agreed to pay $11,994.88 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Bluegrass employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

01-17-2012

Buchanan County Health Center (BCHC), Iowa, agreed to pay $406,030 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that BCHC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

01-10-2012

After it self-disclosed conduct to the OIG, Superior Medical Supply, Inc. (SMSI), Tennessee, agreed to pay $20,649.81 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SMSI employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

01-06-2012

Nathaniel Brown, M.D. (Brown), Mississippi, agreed to pay $108,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Brown caused improper claims to be submitted to Medicare from Mississippi Care Partners, Inc., for physical therapy and related health care items or services that Brown did not personally render or did not directly supervise.

2011

12-22-2011

The owner of a pain clinic agreed to be excluded from participating in Federal health care programs for a period of seven years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the pain clinic owner improperly billed or caused to be billed claims using CPT Code 97032 rather than G0329 for the provision of Microvas treatment. OIG alleged that Microvas and other electrical stimulation/electromagnetic therapy (ES/ET) devices are only covered for treatment of chronic Stage III or Stage IV pressure ulcers, arterial ulcers, diabetic ulcers, and venous stasis ulcers that have not healed within 30 days after occurrence following appropriate standard wound therapy. OIG alleged that Medicare was billed for treatment of patients with neuropathy, rather than with ulcer/wound conditions contained in the National Coverage Determination. Further, OIG alleged that ES/ET is covered by Medicare, if performed by a physician, physical therapist, or incident to a physician service. OIG alleged that many of the Microvas procedures billed to Medicare were performed by the pain clinic owner or other unlicensed office staff.

11-30-2011

After it self-disclosed conduct to the OIG, Evergreen Health Center, P.C. (Evergreen), Missouri, agreed to pay $83,012.58 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that one of Evergreen's independent contracting psychologists submitted claims for services not provided.

11-22-2011

After it self-disclosed conduct to the OIG, Waukesha Memorial Hospital, Inc. and ProHealth Care Medical Associates, Inc. (collectively, Waukesha), Wisconsin, agreed to pay $38,375.37 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Waukesha employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-03-2011

In connection with the resolution of False Claims Act liability, the chief operating officer (COO) of an ambulance company agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the ambulance company COO caused to be submitted for payment claims falsely representing to Medicare and Medicaid that Advanced Life Support (ALS) services were appropriate and furnished by ambulance personnel when in fact no ALS-service was rendered and/or the patient did not require an ALS transport.

09-15-2011

In connection with the resolution of False Claims Act liability, the biller for a clinic specializing in obstetrics and gynecology (OB/GYN) agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the biller for the OB/GYN clinic unbundled services or billed for different services than actually provided.

08-29-2011

Mainstream Living, Inc. (Mainstream), Iowa, agreed to pay $132,925.49 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Mainstream employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-18-2011

In connection with the resolution of False Claims Act liability, a medical group practice agreed to be permanently excluded from participating in Federal health care programs under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that a physician at the medical group practice represented in patient medical records and reimbursement claims to Medicare and Medicaid that he examined

and evaluated numerous patients using CPT Code 99214, although the requirements set forth in CPT Code 99214 were not met. OIG also alleged that the physician did not write prescriptions that authorized routine refills, which resulted in unnecessary and or upcoded office visits.

06-24-2011

An anesthesiologist agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the anesthesiologist billed for a consultation every time he performed a catheterization for another physician and that the consultations were not ordered by the other physician, as required by Medicare, or performed by the anesthesiologist.

06-23-2011

In connection with the resolution of False Claims Act liability, a psychotherapy practice and its two owners, a social worker and a psychologist, agreed to be excluded from participating in Federal health care programs for a period of three years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the psychotherapy practice and its two owners submitted claims for payment to Medicare for social worker consultation services that were falsely represented to have taken place face to face.

05-31-2011

In connection with the resolution of False Claims Act liability, a physician and his practice agreed to be excluded from participating in Federal health care programs for a period of seven years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the physician and his practice submitted, or caused to be submitted, improper claims to Medicare and Medicaid for: (1) nursing facility care services allegedly performed on patients located in nursing homes when, in fact, those patients were not present in the nursing homes but were instead hospital inpatients; and (2) hospital care services in which the medical note in the patient's chart reflected that the services in question were performed by hospital residents or Advanced Practice Registered Nurses, and the physician merely countersigned the note and did not include his own note to reflect any services he allegedly performed as the attending physician.

03-31-2011

In connection with the resolution of False Claims Act liability, the owner of a company that sold diabetic shoe inserts agreed to be excluded from participating in Federal health care programs for a period of fifteen years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that diabetic shoe insert company owner: (1) sold custom diabetic shoe inserts that were not, in fact, custom as defined by Medicare because they were not created with a unique image of each foot; and (2) sold heat moldable diabetic shoe inserts that did not comply with the Medicare requirements for those inserts and did not conform to the heat moldable diabetic inserts that were submitted to Medicare for coding verification.

03-22-2011

After it self-disclosed conduct to the OIG, Mary Imogene Bassett Hospital d-b-a Bassett Medical Center (Bassett), New York, agreed to pay $18,084 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Bassett submitted claims to Medicare and Medicaid for a multiple view non-invasive physiologic vascular study and instead delivered a single view non-invasive physiologic vascular study.

03-21-2011

Betty J. Feir, PhD, Texas, agreed to pay $61,270 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Dr. Feir submitted claims to Medicare for initial diagnostic services performed by auxiliary personnel instead of her and for services performed by auxiliary personnel while she was not present and did not provide direct supervision.

11-17-2011

After it self-disclosed conduct to the OIG, Pitt County Memorial Hospital (PCMH), North Carolina, agreed to pay $68,479.04 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that PCMH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-14-2011

After it self-disclosed conduct to the OIG, Providence Hospital, Alabama, agreed to pay $5,938.54 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Providence Hospital employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-12-2011

In connection with the resolution of False Claims Act liability, an individual who was the owner, president and CEO of an intra-operative neurophysiology testing service agreed to be excluded from participating in Federal health care programs for a period of three years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the individual submitted, or caused to be submitted, claims to Medicare for intraoperative neurophysiology testing services, billed pursuant to CPT code 99920, that contained an excessive number of units/hours and/or were provided by the same monitoring physician to multiple patients simultaneously, contrary to the relevant Medicare policy.

11-02-2011

After it self-disclosed conduct to the OIG, Sonoma Healthcare Center (SHC), California, agreed to pay $106,650.11 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SHC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-01-2011

Phillip L. Barnes, D.O. (Barnes), Mississippi, agreed to pay $49,419 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Barnes caused improper claims to be submitted to Medicare from Select Care, Inc. and Primary Physical Medicine, Inc., for physical therapy and related health care items or services that Barnes did not personally render or did not directly supervise.

Reginald W. Stewart, (Stewart), Mississippi, agreed to pay $88,810 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Stewart caused improper claims to be submitted to Medicare from Mississippi Care Partners, Inc. and Primary Physical Medicine, Inc., for physical therapy and related health care items or services that Stewart did not personally render or did not directly supervise.

10-26-2011

After it self-disclosed conduct to the OIG, New York City Health and Hospital Corporation (HHC), New York, agreed to pay $442,909.35 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HHC employed eight individuals that it knew or should have known were excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, Conestoga View Nursing, L.P. d/b/a Conestoga View, Pennsylvania, agreed to pay $264,879.84 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Conestoga View employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-12-2011

In connection with the resolution of False Claims Act liability, a physician agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the physician caused the submission of claims to Medicare and Medicaid for his office visits that were false or fraudulent because they did not accurately reflect the level of professional service that he provided to the beneficiaries.

10-06-2011

After it self-disclosed conduct to the OIG, Blue Hill Memorial Hospital (BHMH), Maine, agreed to pay $40,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that BHMH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-20-2011

After it self-disclosed conduct to the OIG, Maine Coast Memorial Hospital (MCMH), Maine, agreed to pay $186,398.71 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MCMH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-15-2011

Jenq-Sheng Liu, Jenq-Sheng Liu, M.D., P.S.C. d/b/a Blue Grass Women's Clinic, and Su-Mei Liu, (defendants), Kentucky, agreed to pay $58,952.57 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that the defendants fraudulently billed Medicaid for six different Current Procedural Terminology codes. Su-Mei Liu agreed to a five-year period of exclusion from all Federal health care programs.

09-06-2011

After it self-disclosed conduct to the OIG, Cape Cod Hospital (CCH) a subsidiary of Cape Cod Healthcare, Inc., Massachusetts, agreed to pay $115,605.36 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CCH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-06-2011

After it self-disclosed conduct to the OIG, Visiting Nurse Association of Cape Cod (VNA) a subsidiary of Cape Cod Healthcare, Inc., Massachusetts, agreed to pay $278,169.84 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that VNA employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-30-2011

After it self-disclosed conduct to the OIG, St. Joseph Health Services of Rhode Island (St. Joseph), Rhode Island, agreed to pay $123,032 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that St. Joseph employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-23-2011

Savient Pharmaceuticals, Inc. (Savient), New Jersey, agreed to pay $100,000 to resolve Civil Monetary Penalties liability under the Medicaid Drug Rebate Program. Savient failed to submit pricing information and to pay a rebate to state Medicaid programs for covered drugs that the state Medicaid programs reimburse.

08-19-2011

After it self-disclosed conduct to the OIG, Hospice of the Finger Lakes (HFL), New York, agreed to pay $35,831.70 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HFL employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-09-2011

After it self-disclosed conduct to the OIG, Kmart Corporation (Kmart), Indiana, agreed to pay $945,021.19 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Kmart employed four individuals that it knew or should have known were excluded from participation in Federal health care programs.

08-09-2011

After it self-disclosed conduct to the OIG, North American Partners in Anesthesia (NAPA), New York, agreed to pay $506,231 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that five physicians formerly associated with NAPA had furnished services at a gastroenterologist's office that inaccurately reflected procedures as having been done on two separate days when they were actually done on a single day. The false statements resulted in higher charges and caused NAPA to submit false claims in connection with those services.

07-25-2011

After it self-disclosed conduct to the OIG, Trustees of Indiana University (IU), Indiana, agreed to pay $603,522 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that IU improperly claimed services provided by third and fourth year students in its professional optometry degree program under the physician fee schedule. The services could not be properly claimed under the physician fee schedule because the students were not in a graduate medical education program and the services were not provided in a teaching hospital or teaching setting.

07-22-2011

After it self-disclosed conduct to the OIG, Health Management Services, Inc. (HMS), Louisiana, agreed to pay $6,545.61 for allegedly violating the Civil Monetary Penalties Law. Specifically, HMS disclosed the alteration of continuous positive airway pressure downloads for patients by two individuals at HMS in order to obtain Federal health care program reimbursement.

07-22-2011

After it self-disclosed conduct to the OIG, Margaret R. Pardee Memorial Hospital (Pardee), North Carolina, agreed to pay $94,729 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Pardee employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-18-2011

After it self-disclosed conduct to the OIG, Premier Health Care Services (PHCS), Ohio, agreed to pay $39,039 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that PHCS's wholly owned subsidiary, Lucas County Emergency Physicians (LCEP), submitted false claims to Medicare and Medicaid. Specifically, while employed by LCEP, a physician provided physician services at two hospitals where he improperly billed Medicare and Medicaid under the physician fee schedule for services which were performed by residents only.

07-18-2011

After it self-disclosed conduct to the OIG, Mercy Health Partners (MHP), Ohio, agreed to pay $82,855 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that two of MHP's hospitals, St. Vincent Mercy Medical Center and St. Charles Mercy Hospital, submitted false claims to Medicare and Medicaid. Specifically, a physician improperly billed under the physician fee schedule for physician services which were performed by residents only.

06-10-2011

After it self-disclosed conduct to the OIG, Valley Obstetrics and Gynecology (VOG), Washington, agreed to pay $72,439.62 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that VOG employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-22-2011

After it self-disclosed conduct to the OIG, University of Nevada School of Medicine (UNSOM), Nevada, agreed to pay $138,321.70 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that UNSOM submitted or caused to be submitted claims for physicians' services provided by two physicians to beneficiaries of Federal health care programs using the provider identification numbers of two physicians who did not furnish the services.

06-21-2011

Daniel Herrington, the owner of One Source Medical Services a durable medical equipment (DME) company, Florida, agreed to pay $124,141.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Herrington, through the DME company, billed Medicare for custom molded diabetic shoe inserts when in fact only prefabricated inserts were provided to beneficiaries.

06-10-2011

After it self-disclosed conduct to the OIG, WellStar Cobb Hospital (WCH), Georgia, agreed to pay $9,216.73 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that WCH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-06-2011

After it self-disclosed conduct to the OIG, University of North Texas Health Science Center at Fort Worth (UNTHSC), Texas, agreed to pay $859,500 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that UNTHSC submitted claims for physicians' services provided to beneficiaries of Federal health care programs using the provider identification numbers of 103 physicians who neither furnished the service nor personally supervised the services rendered.

05-13-2011

After it self-disclosed conduct to the OIG, Internal Medicine Associates (IMA), Indiana, agreed to pay $58,573.55 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that IMA employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-12-2011

Beth Israel Deaconess Medical Center in Boston, Massachusetts (BIDMC) agreed to pay $233,932.54 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that BIDMC improperly billed Medicare for Lupron drug injections to male patients under HCPCS Code J1950 when BIDMC should have known that the proper code for these claims was the lower reimbursed HCPC Code J9217.

05-12-2011

Beth Israel Deaconess Hospital in Needham, Massachusetts (BIDH-N) agreed to pay $59,701.60 for allegedly violating the Civil Monetary Penalties Law. OIG alleged that BIDH-N improperly billed Medicare for Lupron drug injections to male patients under HCPCS Code J1950 when BIDH-N should have known that the proper code for these claims was the lower reimbursed HCPCS Code J9217.

05-10-2011

After it self-disclosed conduct to the OIG, Colorado-Fayette Medical Center (CFMC), Texas, agreed to pay $50,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CFMC presented claims for items or services that it knew or should have known were not provided as claimed and were false or fraudulent.

04-29-2011

Gary Sinopoli, Jr., M.D. (Sinopoli), Mississippi, agreed to pay $133,333.16 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Sinopoli caused improper claims to be submitted to Medicare from Progressive Physical Medicine, Inc., for physical therapy and related health care items or services that Sinopoli did not personally render or did not directly supervise.

Fort Smith Regional Healthcare Foundation (Foundation), Arkansas, agreed to pay $233,000 to resolve Sparks Health System's (Sparks) liability for allegedly violating the Civil Monetary Penalties Law. The Foundation was created from the sale of Sparks and bears liability for this

settlement. Sparks self-disclosed conduct to the OIG and the OIG alleged that Sparks presented claims for items that it knew or should have know were false or fraudulent.

04-06-2011
: After it self-disclosed conduct to the OIG, Calvin Community, Iowa, agreed to pay $56,663 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Calvin Community employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-21-2011
: Betty J. Feir, PhD, Texas, agreed to pay $61,270 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Dr. Feir billed Federal health care programs for services provided by auxiliary personnel instead of her and for services performed by the auxiliary personnel while she was not present.

03-11-2011
: Deaconess Hospital (Deaconess), Indiana, agreed to pay $76,592.52 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Deaconess employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

03-09-2011
: Herman T. Palmer, M.D. (Palmer), Mississippi, agreed to pay $29,200 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Palmer caused improper claims to be submitted to Medicare from Primary Physical Medicine, Inc., for physical therapy and related health care items or services that Palmer did not personally render or did not directly supervise.

02-07-2011
: Logan Emergency Ambulance Service Authority (Logan), West Virginia, agreed to pay $79,176 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Logan employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

2010

12-21-2010
: Edward D. Henderson, Jr., M.D. (Henderson), Mississippi, agreed to pay $68,100 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Henderson caused improper claims to be submitted to Medicare from Primary Physical Medicine, Inc., for physical therapy and related health care items or services that Henderson did not personally render or did not directly supervise.

12-21-2010
: Chadley T. Vega, M.D. (Vega), Mississippi, agreed to pay $46,200 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Vega caused improper claims to be submitted to Medicare from Primary Physical Medicine, Inc., for physical therapy and related health care items or services that Vega did not personally render or did not directly supervise.

11-24-2010
: After it self-disclosed conduct to the OIG, Miami County Medical Center (MCMC), Kansas, agreed to pay $403,935.30 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MCMC billed Medicare for physical therapy services that lacked sufficient documentation.

11-22-2010

Long Term Care, Inc. (LTC), North Carolina, agreed to pay $170,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that LTC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-20-2010

After it self-disclosed conduct to the OIG, Alliance Nursing, Inc. (Alliance), Washington, agreed to pay $14,907.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Alliance employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-18-2010

Signature Healthcare, LLC (Signature), California, agreed to pay $104,747.06 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Signature employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-30-2010

After it self-disclosed conduct to the OIG, Northeast Georgia Physicians Group, Inc. (NEGPG), Georgia, agreed to pay $64,494.92 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NEGPG billed Federal health care programs for services provided by physicians, but billed the services under the names of physicians who did not provide the services.

After it self-disclosed conduct to the OIG, Pocahontas Community Hospital (PCH), Iowa, agreed to pay $6,001.15 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that PCH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-09-2010

After it self-disclosed conduct to the OIG, Mercy Medical Center and St. Alexius Medical Center (collectively the Centers), North Dakota, agreed to pay $88,331.63 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the Centers' employed the same individual that they knew or should have known was excluded from participation in Federal health care programs.

09-02-2010

After it self-disclosed conduct to the OIG, Elmhurst Outpatient Surgery Center, LLC (Elmhurst), Illinois, agreed to pay $126,525 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Elmhurst submitted false claims to Medicare for services that were not provided as claimed.

08-30-2010

After it self-disclosed conduct to the OIG, Catholic Healthcare West, Bakersfield Memorial Hospital, and Community Hospital of San Bernardino (collectively CHW), CA, agreed to pay $243,819.28 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CHW employed five individuals that it knew or should have known were excluded from participation in Federal health care programs.

08-19-2010

Hackley Professional Pharmacy, Inc. (Hackley), Michigan, agreed to pay $158,565.97 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Hackley employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-18-2010

After it self-disclosed conduct to the OIG, Beaches Open MRI of Tamarac, LLC (Beaches MRI), Florida, agreed to pay $48,384.10 for allegedly violating the Civil Monetary Penalties

Law. The OIG alleged that Beaches MRI employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-10-2010

After it self-disclosed conduct to the OIG, Five Star Quality Care, Inc. (Five Star), Massachusetts, agreed to pay $677,210 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Five Star employed three individuals that it knew or should have known were excluded from participation in Federal health care programs.

08-03-2010

After it self-disclosed conduct to the OIG, Middle Tennessee Medical Center, Inc. (MTMC), Tennessee, agreed to pay $19,830.94 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MTMC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-26-2010

After it self-disclosed conduct to the OIG, Mt. Tam Orthopedics, Inc. (Mt. Tam), California, agreed to pay $106,649.06 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Mt. Tam employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

07-09-2010

Beechwood Rehabilitation and Nursing Center (BRNC), Connecticut, agreed to pay $42,203 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that BRNC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-29-2010

After it self-disclosed conduct to the OIG, New Vista Health Services (NVHS), California, agreed to pay $86,967 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NVHS submitted false claims to the United States for blood glucose monitoring and wound care products.

06-28-1020

After it self-disclosed conduct to the OIG, Adventist Health System d/b/a Huguley Memorial Medical Center (Adventist), Texas, agreed to pay $68,831.82 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Adventist employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-25-2010

After it self-disclosed conduct to the OIG, South Pasadena Convalescent Hospital (SPCH), California, agreed to pay $142,731.56 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SPCH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, Highland Park Skilled Nursing & Wellness Centre (Highland), California, agreed to pay $10,640.81 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Highland employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-22-2010

After it self-disclosed conduct to the OIG, East Boston Neighborhood Health Center (EBNHC), Massachusetts, agreed to pay $200,962 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that EBNHC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, San Juan Regional Medical Center (SJRMC), New Mexico, agreed to pay $197,098.07 for allegedly violating the Civil Monetary Penalties Law.

The OIG alleged that SJRMC employed two individuals that it knew or should have known were excluded from participation in Federal health care programs.

06-14-2010
Lake Region Lutheran Home d/b/a Heartland Care Center (Heartland), North Dakota, agreed to pay $133,973.28 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Heartland employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-11-2010
After it self-disclosed conduct to the OIG, AdCare Hospital of Worcester (AHW), Massachusetts, agreed to pay $254,820 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that AHW employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-10-2010
After it self-disclosed conduct to the OIG, University of Arkansas for Medical Sciences (UAMS), Arkansas, agreed to pay $201,689.98 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that UAMS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-04-2010
After it self-disclosed conduct to the OIG, Providence Health System - Southern California (PHS) agreed to pay $105,219.49 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that PHS employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

06-03-2010
After it self-disclosed conduct to the OIG, New York Downtown Hospital (NYDH) agreed to pay $220,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NYDH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-26-2010
After it self-disclosed conduct to the OIG, Beth Israel Deaconess Medical Center (BIDMC), Massachusetts, agreed to pay $99,787.75 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that BIDMC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-25-2010
After it self-disclosed conduct to the OIG, South Lincoln Hospital District d/b/a South Lincoln Medical Center (SLMC), Wyoming, agreed to pay $37,736.72 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SLMC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-20-2010
Elder Service Plan of the North Shore (ESPNS) agreed to pay $308,709.00 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that ESPNS contracted with a dentist that ESPNS should have known was excluded from participation in Federal health care programs. ESPNS participates in the Program of All-Inclusive Care for the Elderly (PACE), which receives funding from the Medicare and Medicaid programs.

05-18-2010
After it self-disclosed conduct to the OIG, Tenet Healthcare Corporation and Tenet HealthSystem KNC, Inc., (collectively Tenet), California, agreed to pay $1.9 million for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Tenet submitted claims to the Federal health care programs for clinical research-related items or services rendered at a hospital that were billed to or reimbursed by the Federal health care programs,

including: 1) items or services that were paid for by clinical research sponsors or grants under which the clinical research was conducted; 2) items or services that were indicated as free of charge in the research informed consent; 3) items or services that were for research purposes only and not for the clinical management of the patient; and/or 4) items or services that were otherwise not covered under the Centers for Medicare and Medicaid Services Clinical Trial Policy.

05-17-2010

After it self-disclosed conduct to the OIG, State University of New York Upstate Medical University Hospital (SUNY), New York, agreed to pay $11,799.29 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SUNY employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

05-11-2010

After it self-disclosed conduct to the OIG, PolyMedica Corporation (PolyMedica), Florida, agreed to pay $151,963.40 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that PolyMedica employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-29-2010

After it self-disclosed conduct to the OIG, LRG Healthcare d/b/a Lakes Region General Hospital (LRGH), New Hampshire, agreed to pay $42,900.75 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that LRGH employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

04-14-2010

After it self-disclosed conduct to the OIG, Kinney Drugs (Kinney), New York, agreed to pay $8,002.95 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that a Kinney pharmacist filled unauthorized telephone prescriptions and submitted claims for those prescriptions to Medicare.

After it self-disclosed conduct to the OIG, Alpine Health Clinic (Alpine), California, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Alpine submitted false claims for services that were never provided.

04-01-2010

After it self-disclosed conduct to the OIG, La Videa Llena, Inc. (LVL) New Mexico, agreed to pay $250,078.11 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that LVL submitted false claims to the United States for oxygen services.

Robert J. Kramer and Kramer Physical Therapy Associates, Inc. (KPTA), Massachusetts, agreed to pay $122,474 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Kramer and KPTA improperly billed Medicare for physical therapy services that were not properly supervised by a licensed physical therapist.

01-13-2010

After they self-disclosed conduct to the OIG, Bel Pre Leasing Co, LLC, Liberty Leasing Co, LLC, Marlboro Leasing Co, LLC, Fayette Leasing Co, LLC, RMNH EMP, LLC, CHSI EMP, LLC, Communicare of Columbus, Inc., Prime Care Four, LLC, Regency Leasing Co, LLC, and Resident Care Consulting, LLC, Ohio, agreed to pay $135,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the entities employed two individuals that they knew or should have known were excluded from participation in Federal health care programs.

2009

12-16-2009

After it self-disclosed conduct to the OIG, The Neurological Institute, P.A., f/k/a Neurology Consultants of the Carolinas, P.A. (Institute), North Carolina, agreed to pay $181,851 for allegedly violating the Civil Monetary Penalty Law. The OIG alleged that the Institute improperly submitted claims to Medicare and Medicaid for (1) a physician's services (or an item or service incident to a physician's service) when the individual who furnished the service was not a physician; (2) services provided by a physician, when the services were not actually provided by that physician; and (3) services provided based on codes that the Institute knew or should have known would result in greater payments to the Institute than the codes applicable to the services actually provided.

11-30-2009

After it self-disclosed conduct to the OIG, Fundamental Administrative Services, LLC, THI of Kansas at Indian Creek, LLC, and Mulberry Manor, LLC, Maryland, agreed to pay $15,313.80 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that each employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

11-10-2009

After it self-disclosed conduct to the OIG, Heartland Surgical Specialty Hospital (Heartland), Kansas, agreed to pay $33,187 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Heartland employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-31-2009

After it self-disclosed conduct to the OIG, Winslow House, LLC (Winslow), Iowa, agreed to pay $9,500.51 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Winslow employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-22-2009

After it self-disclosed conduct to the OIG, University Pediatricians, Michigan, agreed to pay $91,782.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that a former physician employee of University Pediatricians failed to follow policies and procedures for claims submitted to Medicare and Medicaid for services provided by Pediatric Gastroenterology Fellows under her supervision. Specifically, the physician employee occasionally instructed Fellows to use pre-printed forms indicating that she accompanied the Fellows during patient visits. The physician employee used these forms at times when she was present during patient visits, as well as at times when she was not present.

10-16-2009

After it self-disclosed conduct to the OIG, Coram, Inc., New York, agreed to pay $72,500 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Coram, Inc. employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

10-15-2009

After it self-disclosed conduct to the OIG, ABCM Corporation, Iowa, agreed to pay $40,137 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that ABCM Corporation employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

After it self-disclosed conduct to the OIG, Margaretville Memorial Hospital and Margaretville Nursing Home, Inc., New York, agreed to pay $80,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Margaretville inappropriately billed Medicare Part D and State health care plans for drugs provided by Margaretville Hospital to Margaretville Nursing Home residents when the residents were covered by Medicare Part A.

09-08-2009

After it self-disclosed conduct to the OIG, Pocahontas Manor Care Center (PMCC), Iowa, agreed to pay $106,862 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that PMCC employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

09-11-2009

After it self-disclosed conduct to the OIG, Medicalodge of Butler (Medicalodge), Missouri, agreed to pay $67,715.26 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Medicalodge employed an individual that it knew or should have known was excluded from participation in Federal health care programs.

08-12-2009

After it self-disclosed conduct to the OIG, Saint Vincent Medical Education and Research Institute, Inc. d/b/a Saint Vincent Medical Group (SVMG), Pennsylvania, agreed to pay $23,436.12 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SVMG employed an individual that SVMG knew or should have known was excluded from participation in Federal health care programs.

07-17-2009

After it self-disclosed conduct to the OIG, SJH Cardiac Catheterization (SJH), New York, agreed to pay $15,133 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SJH employed an individual that SJH knew or should have known was excluded from participation in Federal health care programs.

06-29-2009

Clifford Koon, Jeffrey Cowan, and William Dorvall (respondents), Florida, former owners and officers of Matrix, Diabetics, Inc. (a durable medical equipment (DME) company), agreed to pay $260,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the respondents caused Matrix to pay telemarketing firms to make unsolicited telephone calls to Medicare beneficiaries to market DME on behalf of the company. The DME company in turn submitted claims for these items for Medicare reimbursement. Section 1834(a)(17) of the Social Security Act prohibits DME suppliers from making unsolicited telephone calls to Medicare beneficiaries regarding the furnishing of a covered item, except in certain situations that were not present in this case. Section 1834(a)(17)(B) of the Act prohibits payment to a supplier who knowingly submits a claim generated pursuant to prohibited telemarketing calls.

06-17-2009

Alexander Zeuli and Physical Therapy Health Services (Respondents), Massachusetts, agreed to pay $18,532 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the Respondents improperly billed Medicare under certain CPT codes for physical therapy services when lower reimbursed codes and/or fewer units of these codes should have been billed.

06-02-2009

Ravenwood Nursing Home, Inc. (RNH), Maryland, agreed to pay $28,252.95 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that RNH employed an individual that RNH knew or should have known was excluded from participation in Federal health care programs.

05-29-2009

After it self-disclosed conduct to the OIG, National Medicare Recovery Services, Inc. (NMRS), California, agreed to pay $500,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NMRS presented or caused to be presented improper claims to Medicare for Part B wound care supplies.

05-27-2009

Claxton-Hepburn Medical Center (CHMC), New York, agreed to pay $168,597 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that CHMC employed two individuals that CHMC knew or should have known were excluded from participation in Federal health care programs.

05-20-2009

Wayne Wittenberg, M.D. and his medical practice, Nature Coast Neurosurgery (Respondents), Florida, agreed to pay $10,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the Respondents employed an individual that they knew or should have known was excluded from participation in Federal health care programs.

05-14-2009

After it self-disclosed conduct to the OIG, Colquitt Regional Medical Center (Colquitt), Georgia, agreed to pay $151,004.65 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Colquitt billed Medicare and Tricare for services provided by physician-assistants as if they were provided by the actual physicians.

04-21-2009

After it self-disclosed conduct to the OIG, National Medicare Recovery Services, Inc. (NMRS), California, agreed to pay $500,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NMRS presented or caused to be presented claims for Medicare Part B wound care supplies that NMRS knew or should have known would result in greater payment to NMRS's nursing home clients than the code applicable to the items actually provided.

04-02-2009

After it self-disclosed conduct to the OIG, Marquis Healthcare, Inc. (MHI), Ohio, agreed to pay $7,714.68 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that MHI employed an individual that MHI knew or should have known was excluded from participation in Federal health care programs.

03-25-2009

After it self-disclosed conduct to the OIG, St. Mary Medical Center (SMMC), Pennsylvania, agreed to pay $172,617.10 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SMMC employed an individual that SMMC knew or should have known was excluded from participation in Federal health care programs.

03-16-2009

Ediberto Soto-Cora, M.D., Texas, agreed to pay $534,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Dr. Soto-Cora submitted false or fraudulent claims by using CPT codes that would generate a higher reimbursement than justified by the medical documentation or that he submitted claims without any supporting medical documentation.

03-13-2009

West Valley Imaging Limited Partnership and two physicians (West Valley), Nevada, agreed to pay $2 million and to enter into a 5-year integrity agreement for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that West Valley performed radiology tests and exams that were not ordered by Medicare beneficiaries' treating physicians.

03-11-2009

After it self-disclosed conduct to the OIG, Walgreen Louisiana Co. (Walgreen), Louisiana, agreed to pay $1,053,774.82 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Walgreen employed an individual that Walgreen knew or should have known was excluded from participation in Federal health care programs.

03-03-2009

After it self-disclosed conduct to the OIG, ShopKo Stores, Inc. (ShopKo), Utah, agreed to pay $669,824.74 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that

ShopKo employed an individual that ShopKo knew or should have known was excluded from participation in Federal health care programs.

02-25-2009

After it self-disclosed conduct to the OIG, HealthWorks Rehab & Fitness, (HealthWorks), West Virginia, agreed to pay $8,132.16 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that HealthWorks inappropriately billed Medicare for the performance of iontophoresis services, which is not a covered service under Medicare because it is deemed experimental.

01-06-09

Methodist Health Care-Memphis Hospitals (Methodist), Tennessee, agreed to pay $136,627 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Methodist employed an individual that Methodist knew or should have known was excluded from participation in Federal health care programs.

2008

12-29-2008

Haven Nursing Home, Inc. (Haven), Maryland, agreed to pay $90,921.06 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Haven employed an individual that Haven knew or should have known was excluded from participation in Federal health care programs.

12-12-2008

After it self-disclosed conduct to the OIG, Ellsworth Municipal Hospital (Ellsworth), Iowa, agreed to pay $46,165.50 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Ellsworth employed an individual that Ellsworth knew or should have known was excluded from participation in Federal health care programs.

11-18-2008

After it self-disclosed conduct to the OIG, City of Chicago, Illinois, agreed to pay $6.9 million for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the City of Chicago submitted claims to Medicare for ambulance services that were not medically necessary, billed at the wrong level of service, and submitted claims without the patient's or other appropriate person's signature as required by CMS regulations.

09-30-2008

After it self-disclosed conduct to the OIG, Skilled Healthcare LLC (Skilled), California, agreed to pay $190,746 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that eight skilled nursing facilities and one rehabilitation services contract provider for which Skilled provided administrative services, including compliance services, employed individuals that Skilled and the nine providers knew or should have known were excluded from participation in Federal health care programs. Skilled paid $190,746 on behalf of the following nine providers: Briarcliff Nursing and Rehabilitation Center LP (Texas), Pacific Healthcare and Rehabilitation Center, LLC (California), Rossville Healthcare and Rehabilitation Center, LLC (Kansas), Town & Country Manor LP (Texas), St. Elizabeth Healthcare and Rehabilitation, LLC (California), Hallmark Rehabilitation GP, LLC (California), Royalwood Care Center, LLC (California), Eureka Healthcare and Rehabilitation Center, LLC (California), and Grenada Healthcare and Rehabilitation Center, LLC (California).

09-18-2008

After it self-disclosed conduct to the OIG, Courtyard Manor of Farmington Hills (Courtyard Manor), Michigan, agreed to pay $1.7 million for allegedly violating the Civil Monetary

Penalties Law. The OIG alleged that Courtyard Manor received federal health care program funds while the entity was excluded. Courtyard Manor also agreed to be excluded from Medicare, Medicaid, and all other Federal health care programs for two years in addition to its original 10-year period of exclusion.

07-26-2008

After it self-disclosed conduct to the OIG, FutureCare Irvington, LLC (FutureCare), Maryland, agreed to pay $36,290.79 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that FutureCare employed an individual that FutureCare knew or should have known was excluded from participation in Federal health care programs.

07-24-2008

Whole Health Pharmacy (WHP), Colorado, agreed to pay $100,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that WHP employed an individual that WHP knew or should have known was excluded from participation in Federal health care programs.

07-16-2008

St. Barnabas Hospital, New York, agreed to pay $132,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the hospital employed three individuals that the hospital knew or should have known were excluded from participation in Federal health care programs.

07-02-2008

Southern Illinois Healthcare Foundation (SIHF), Illinois, agreed to pay $562,021 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that SIHF employed an individual that SIHF knew or should have known was excluded from participation in Federal health care programs.

06-16-2008

After it self-disclosed conduct to the OIG, Sparks Health System, Sparks Medical Foundation, and Sparks Regional Medical Center (collectively, Respondents), Arkansas, agreed to pay $1,142,973 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the Respondents billed Medicare for medically unnecessary hospital services.

05-09-2008

After it self-disclosed conduct to the OIG, Sabine County Hospital District, Texas, agreed to pay $82,341, for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Sabine fraudulently included a physician recruiting fee on its cost report as a reimbursable expense.

04-15-2008

After it self-disclosed conduct to the OIG, Biotronic West, LLC, NeuralWatch, LLC, and The Regents of the University of California, for its University of California Davis Medical Center (collectively, Respondents), agreed to pay $41,488.24 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the Respondents employed an individual that the Respondents knew or should have known had been excluded from participation in Federal health care programs.

04-03-2008

After it self-disclosed conduct to the OIG, Caritas Christi, Massachusetts, agreed to pay $250,060 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Caritas Christi employed or contracted with five individuals that Caritas Christi knew or should have known were excluded from participation in Federal health care programs.

02-01-2008

Newton Memorial Hospital (NMH), New Jersey, agreed to pay $89,279.70 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that NMH employed an

individual that NMH knew or should have known was excluded from participation in Federal health care programs.

01-04-2008

After it self-disclosed conduct to the OIG, Shands at Alachua General Hospital (Shands), Florida, agreed to pay $119,838 and to enter into a 3-year certification of compliance agreement for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Shands employed an individual that Shands knew or should have known had been excluded from participation in Federal health care programs.

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Kickback and Physician Self-Referral

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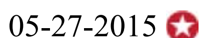
- **Kickback and Physician Self-Referral**
- Managed Care
- Patient Dumping
- Overcharging Beneficiaries
- Select Agents and Toxins

In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2015

05-27-2015 
South Florida Business Owner Agrees to Voluntary Exclusion and Divestiture

Tracy Nemerofsky - a Palm Beach Gardens, Florida private business owner - agreed to be excluded from participation in all Federal health care programs for a period of five years. OIG conducted an investigation of Nemerofsky for knowingly submitting or causing to be submitted to Medicare false claims in violation of the Anti-Kickback Statute. Based upon that investigation, OIG alleged that Nemerofsky violated the Anti-Kickback Statute through her company A Plus Home Healthcare, Inc. (A Plus), when she directed and managed A Plus' payments to eight different physicians' spouses, in exchange for the physicians' Medicare referrals. OIG alleged that the eight spouses were not bona fide employees of A Plus and that these arrangements did not fit within the exception to the Anti-Kickback Statute payment prohibition. OIG alleged that Nemerofsky offered and paid the remuneration described above and this conduct forms a basis for her exclusion.

Nemerofsky agreed to enter a voluntary exclusion with OIG for a period of five years after she resolved the above mentioned conduct through a False Claims Act monetary settlement with the United States, a settlement in which OIG expressly reserved its exclusion authority. In order to

resolve her companies' exclusion liability as well, Nemerofsky also agreed to divest herself of five health care businesses: A Plus; A Plus Private Care Services; Ocean Therapy Group, Inc.; Professional Touch Rehab, Inc.; and RockHill Rehab Services Inc. Senior Counsels Kristen Schwendinger and Tamara Forys represented OIG.

03-30-2015

After it self-disclosed conduct to OIG, Ripon Medical Center (Ripon), Wisconsin, agreed to pay $50,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that Ripon paid remuneration to certain physician-owners of physician practices through two lease arrangements. OIG contends that such remuneration created prohibited financial relationships and Ripon presented claims for designated health services during that resulted from prohibited referrals.

03-18-2015

After it self-disclosed conduct to OIG, Seton Family of Hospitals d/b/a Seton Shoal Creek Hospital (Seton), Texas, agreed to pay $2,474,008.76 for allegedly violating the Civil Monetary Penalties Law (CMPL) and provisions of the CMPL applicable to kickbacks. OIG alleged Seton paid remuneration to Medicare beneficiaries in the form of waiving collection of beneficiary coinsurance and deductible amounts. OIG further alleged that Seton presented claims to Medicare for items or services that it knew or should have known were not provided as claimed and were false or fraudulent. Specifically, OIG contended that Seton submitted claims for partial hospitalization program (PHP) services that did not meet Medicare requirements in that: (1) claims were submitted where patients had been admitted without a proper certification by the physician that the patient would require inpatient psychiatric hospitalization if not admitted to the PHP program requiring at least 20 hours of therapeutic services through the PHP on a weekly basis;(2) claims were submitted where the physician treating the patient failed to recertify the patient's ongoing need for PHP services; and (3) claims were submitted where PHP patients did not have individualized treatment plans, prescribed and signed by a physician, which identified treatment goals, described coordination of services, were structured to meet the particular needs of the patient, included a multidisciplinary team approach to care, and documented ongoing efforts to restore the patient to a higher level of function that would permit discharge from the PHP or reflected the continued need for the intensity of the active PHP therapy to maintain the individual's condition and functional level to prevent relapse or hospitalization.

2014

12-19-2014

After it self-disclosed conduct to OIG, Salinas Valley Memorial Hospital System (Salinas), California, agreed to pay $354,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that Salinas paid remuneration to a health care company owned and operated by two physicians on staff at Salinas. OIG further alleged that the remuneration paid took the form of payments under an arrangement for Salinas to pay the health care company to rent a laser when the laser was not needed by Salinas because a second laser had been purchased by Salinas for its own use. OIG contended that Salinas failed to discontinue the arrangement after purchasing its own laser because continued payments to the health care company took into account the value of the company owners' referrals.

12-18-2014

After it self-disclosed conduct to OIG, Standish Community Hospital, Inc. d/b/a St. Mary's of Michigan Standish Hospital (SMMSH), Michigan, agreed to pay $64,854.41 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that SMMSH paid remuneration in the form of below-fair market value rates for the use of two hospital employees.

After it self-disclosed conduct to OIG, St. Agnes Healthcare, Inc. d/b/a St. Agnes Hospital (St. Agnes), Maryland, agreed to pay $1,414,248 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that St. Agnes paid remuneration to a cardiology practice in the form of equipment, supplies, staff and space needed to provide certain nuclear diagnostic cardiology testing services. OIG alleged that the cardiology practice paid St. Agnes less than fair market value for these services.

After it disclosed conduct to OIG pursuant to its Corporate Integrity Agreement, WakeMed Raleigh Campus (WakeMed), North Carolina, agreed to pay $364,062.51 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that WakeMed paid remuneration to a cardiology practice and physician to render medical director services and cardiac electrophysiology services to WakeMed patients. OIG alleged that WakeMed paid below-fair market value for these services.

12-16-2014

After it disclosed conduct to OIG, Memorial Medical Center of West Michigan (Memorial), Michigan, agreed to pay $218,517.54 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that Memorial paid remuneration to a physician in the form of below-fair market value rental rates for use of a medical office building.

10-24-2014

New Jersey Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Rajan Shah - a Newark, NJ gastroenterologist - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective October 24, 2014. The $104,950.00 settlement resolves allegations that Dr. Shah received remuneration from Orange Community MRI, LLC, an imaging facility in Orange, NJ, in exchange for patient referrals. Senior Counsel David M. Blank and Lauren E. Marziani represented OIG in this case.

10-17-2014

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Jimmy Dung Doan - a Houston, TX family practice physician - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective October 17, 2014. The $50,000 settlement resolves allegations that Dr. Doan received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form services received under a Referral Coordinator contract. OIG alleged that this financial arrangement took into account the value and volume of referrals made to Fairmont by Dr. Doan. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Dan Kelly Eidman - a Houston, TX orthopedic surgeon - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective October 17, 2014. The $50,000 settlement resolves allegations that Dr. Eidman received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of monthly payments made under a Medical Director contract. OIG alleged that this financial arrangement

took into account the value and volume of referrals made to Fairmont by Dr. Eidman. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

10-03-2014

After they self-disclosed conduct to OIG, DLP Maria Parham Medical Center, LLC (DLP Maria Parham) and Henderson/Vance Healthcare, Inc. (HVH), North Carolina, agreed to pay $141,459.59 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that DLP Maria Parham and HVH paid remuneration to a physician in the form of free useable office space not identified in or accounted for in their existing written lease agreement or in any written amendment to the lease agreement.

10-02-2014

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Robert L. Burke - a Houston, TX orthopedic surgeon - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective October 2, 2014. The $99,000 settlement resolves allegations that Dr. Burke received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of money paid above a compensation rate negotiated in a Medical Director Agreement. OIG alleged that this financial arrangement took into account the value and volume of referrals made to Fairmont by Dr. Burke. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

09-09-2014

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Thanh A. Nguyen - a Houston, TX urologist - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective September 9, 2014. The $60,000 settlement resolves allegations that Dr. Nguyen received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a Medical Director Agreement. OIG alleged that this financial arrangement took into account the value and volume of referrals made to Fairmont by Dr. Nguyen. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

08-21-2014

Florida-based Distributor Enters Settlement Agreement with OIG on Kickback Allegations

Zimmer-Deptula, Inc. (ZDI) - a former Florida-based distributor for Zimmer, Inc. - entered into a $123,000 settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective August 21, 2014. This settlement resolves allegations that ZDI violated the Civil Monetary Penalties Law by paying kickbacks. Specifically, OIG alleges that two ZDI independent contractors paid third parties to recommend Zimmer, Inc. products to Florida-based physicians. OIG contends that ZDI knowingly and willfully offered and paid the kickbacks to the third parties to induce them to recommend and arrange for the purchase of Zimmer, Inc. products which were paid for by Federal health care programs. Senior Counsel David M. Blank, Robert M. Penezic, and Lauren E. Marziani represented OIG in this case.

08-11-2014

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Gary Stephen Hurwitz - a Houston, TX urologist - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective August 11, 2014. The $170,000 settlement resolves allegations that Dr. Hurwitz received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a

Medical Director Agreement. OIG alleged that this financial arrangement took into account the value and volume of referrals made to Fairmont by Dr. Hurwitz. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Dilipkumar Chotabhai Patel - a LaPorte, TX primary care doctor and internist - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective August 11, 2014. The $146,000 settlement resolves allegations that Dr. Patel received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a Medical Director Agreement. OIG alleged that this financial arrangement took into account the value and volume of referrals made to Fairmont by Dr. Patel. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

06-26-2014

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Steven A. Fein - a Houston, TX gastroenterologist - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective June 26, 2014. The $118,944 settlement resolves allegations that Dr. Fein received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a Medical Director Agreement and from the benefit of referral coordinator whose compensation was paid by Fairmont. OIG alleged that these financial arrangements took into account the value and volume of referrals made to Fairmont by Dr. Fein. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Jerry McShane - a Houston, TX occupational health specialist- entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective June 26, 2014. The $134,200 settlement resolves allegations that Dr. McShane received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a Medical Director Agreement and from the benefit of a referral coordinator whose compensation was paid by Fairmont. OIG alleged that these financial arrangements took into account the value and volume of referrals made to Fairmont by Dr. McShane. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

05-21-2014

New Jersey Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Ansar Sharif, M.D. - former owner of a Kearny, NJ, medical practice - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective May 20, 2014. The $52,280 settlement resolves allegations that Sharif received kickbacks from Orange Community MRI, LLC, a diagnostic testing facility, in exchange for patient referrals.

To date, the United States Attorney's Office for the District of New Jersey convicted 17 defendants - including 15 physicians - in connection with the government's ongoing investigation of illegal payments made by Orange MRI. The investigation by OIG's Office of Investigations indicated that Sharif received money from Orange MRI for patient referrals. This case marks the first Civil Monetary Penalty Law resolution stemming from the government's investigation of Orange MRI. OIG was represented by Senior Counsel David M. Blank and Lauren E. Marziani. Sharif was represented by Carmine Campanile.

04-25-2014

Harper's Hospice Care, Inc. (Harper's Hospice), Mississippi, agreed to pay $150,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that Harper's Hospice paid remuneration to a physician in the form of medical directorship fees. Specifically, the OIG contends that Harper's Hospice paid the remuneration to the physician in exchange for the physician referring patients to Harper's Hospice for hospice services and pre-singing blank prescription forms for patients treated by Harper's Hospice.

04-24-2014

Texas Doctor Agrees to Voluntary Exclusion with OIG on Kickback Allegations

A family practice physician in Houston, TX, agreed to be excluded from participating in Federal health care programs for a period of three years under 42 U.S.C. § 1320a-7a(a)(7), 1320a-7(b)(6)(B) and 1320a-7(b)(7). OIG alleged that the physician received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a Medical Director Agreement. OIG alleged that this financial arrangement took into account the value and volume of referrals made to Fairmont by the physician. OIG further alleged that the physician admitted to the Texas Medical Board that his medical practice fell below the standard of care in the treatment of eight patients and that he provided controlled substances to the patients without appropriate treatment plans or documentation.

03-24-2014

After it self-disclosed conduct to OIG, Ukiah Valley Medical Center (UVMC), California, agreed to pay $1,692,588 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. OIG alleged that UVMC paid improper remuneration to physicians who invested in a joint venture ambulatory surgical center with UVMC.

01-06-2014

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Amir Ghebranious - a Houston, TX family practice physician - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective January 6, 2014. The $195,016 settlement resolves allegations that Dr. Ghebranious received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a Medical Director Agreement and from the benefit of a referral coordinator whose compensation was paid by Fairmont. OIG alleged that these financial arrangements took into account the value and volume of referrals made to Fairmont by Dr. Ghebranious. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

Texas Doctor Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Mary Campbell-Fox - a Houston, TX family practice physician - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective January 6, 2014. The $195,016 settlement resolves allegations that Dr. Campbell-Fox received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from a Medical Director Agreement and from the benefit of a referral coordinator whose compensation was paid by Fairmont. OIG alleged that these financial arrangements took into account the value and volume of referrals made to Fairmont by Dr. Campbell-Fox. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

2013

12-23-2013
: After it self-disclosed conduct to OIG, Havasu Regional Medical Center (Havasu), Arizona, agreed to pay $510,179.44 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that Havasu paid remuneration to a doctor in the form of the allowed rental of usable space at a below-market rental rate and the inappropriate provision of employee services.

12-13-2013
: A physician assistant (PA) agreed to be excluded from participating in Federal health care programs for a period of five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the PA knowingly and willfully received illegal remuneration in exchange for referring patients for the furnishing of items or services for which payment may be made in whole or in part under a Federal health care program. OIG further alleged that the PA referred patients to health care entities for physical therapy and home health care services in exchange for illegal kickbacks in violation of the Anti-Kickback Statute.

12-03-2013
: After it self-disclosed conduct to OIG, Kishwaukee Community Hospital (Kishwaukee), Illinois, agreed to pay $230,320 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that Kishwaukee paid remuneration to three medical group practices in the forms of a cash collections guarantee, start-up expenses, and loan forgiveness to subsidize the practices recruitment of a midwife, an advanced practice nurse practitioner, and a certified nurse practitioner.

11-15-2013
: After it self-disclosed conduct to OIG, Helen Newberry Joy Hospital (HNJH), Michigan, agreed to pay $221,080.47 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. OIG alleged that HNJH entered into improper financial relationships with a doctor involving the lease of space, discounted internet service, professional liability and health insurance, arrangement for office supplies and pharmaceuticals, arrangement for back-up call coverage, physician supervision and attendance at certain medical leadership meetings, and failure to collect interest on an outstanding loan balance.

10-21-2013
: In connection with the resolution of False Claims Act liability, two owners of a durable medical equipment company agreed to be excluded from participating in Federal health care programs for a period of twenty years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the owners, through their company, entered into contracts with marketing companies whereby, in violation of the Anti-Kickback Statute, the company paid for referrals from marketing companies when Medicare beneficiaries ordered diabetic supplies.

10-17-2013
: Henry Schein, Inc. (Henry Schein), New York, agreed to pay $1,140,260 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Henry Schein offered and paid remuneration to customers that are members of its Henry Schein Medical Privileges Program in the form of points redeemable for products and services, which do not qualify as "discounts" or "rebates" under the anti-kickback statute.

10-02-2013
: After it self-disclosed conduct to the OIG, United General Hospital - Public Hospital District 304 (UGH), Washington, agreed to pay $74,067 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged

that UGH paid remuneration to a physician in the form of excessive compensation for services performed at its facility.

09-26-2013

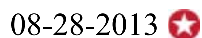
After it self-disclosed conduct to the OIG, St. Vincent's East (St. Vincent's), Alabama, agreed to pay $50,000 for allegedly violating the Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that St. Vincent's paid remuneration to a sports medicine practice in the form of payment for Durable Medical Equipment (DME). Specifically, the OIG alleged that St. Vincent's arranged to purchase DME prescribed by the sports medicine practice physician for their patients' inpatient stay directly from the sports medicine practice.

09-27-2013

After it self-disclosed conduct to the OIG, Mercy Medical Center, Inc. (Mercy), Maryland, agreed to pay $50,000 for allegedly violating the Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Mercy paid remuneration to a physician owned real estate company in the form of not collecting net profits from the real estate company due under an agreement between Mercy and the real estate company. Further, this agreement established Mercy's right to forty percent of the net profits the real estate company and Mercy obtained as joint owners of a property.

09-13-2013

After it self-disclosed conduct to the OIG, Molina Healthcare of Florida, Inc. (Molina), Florida, agreed to pay $257,111 for allegedly violating the Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Molina offered to increase the capitation rates paid to four physicians in exchange for the referral of their patients to Molina and did increase the capitation rates of two of the four physicians.

08-28-2013 

Texas Doctor and Medical Practice Enters Settlement Agreement with OIG on Kickback Allegations

Dr. Victor Van Phan - a Houston, TX orthopedist, and his orthopedic practice Victor Van Phan, D.O., P.A. - entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services, effective August 28, 2013. The $188,000 settlement resolves allegations that Dr. Van Phan and his practice received remuneration from Jack L. Baker, MD and Fairmont Diagnostic Center and Open MRI, Inc. (Fairmont), an imaging facility in Houston, TX, in the form of compensation from personal services agreements and employment compensation for Dr. Phan to serve as a Medical Director for Fairmont. OIG alleged that these financial arrangements took into account the value and volume of referrals made to Fairmont by Dr. Van Phan and his practice. Senior Counsels Kristen Schwendinger and Robert M. Penezic represented OIG.

06-21-2013

In connection with the resolution of False Claims Act liability, a physical rehabilitation and pain management clinic (clinic) agreed to be excluded from participating in Federal health care programs for twenty years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the clinic: (1) submitted claims to Medicare and Medicaid for physical therapy, electrodiagnostic testing, and/or home health care services that were referred to companies that were owned or operated by the clinic's owner in exchange for illegal remuneration and/or kickbacks and (2) submitted claims to Medicare and Medicaid using medical billing codes that reflected more complex and expensive services than the services that were actually rendered to patients.

06-13-2013

A former pharmaceutical sales representative and sales manager for Sanofi, agreed to be excluded from participating in Federal health care programs for five years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the sales representative provided samples of the

viscosupplement Hyalgan to physicians with the expectation that the physicians would bill Medicare for the samples. OIG further alleged that the sales representative provided an agreed number of samples with each order of a specified size, that these off-the-books discounts constituted remuneration under the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)(2)), and that these alleged kickbacks were provided for the purpose of assuring the physicians' continued use of the product.

04-03-2013

Paul Lux, M.D., Missouri, agreed to pay $63,900 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Dr. Lux received remuneration from a medical device manufacturer in the form of payments made under a clinical registry contract.

03-05-2013

After it self-disclosed conduct to the OIG, Hospital Authority of Benn Hill County, Georgia d/b/a Dorminy Medical Center (Dorminy), Georgia, agreed to pay $50,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Dorminy paid remuneration to a doctor in the form of free use of hospital space for a period of time.

02-25-2013

Edward Desser (Desser), a Florida resident, agreed to pay OIG $120,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. OIG alleged that Desser owned and operated International Orthopedic Solutions (IOS), an orthopedic medical device distributorship that sold Ortho Development Corporation products, and ECM Solutions, LLC (ECM), a medical consulting/business development company. OIG alleged that Desser, by and through ECM, received remuneration from for the purpose of recommending the ordering of Zimmer, Inc. (Zimmer), orthopedic products by a Florida-based physician. OIG also alleged that Desser paid remuneration to two individuals to induce them to recommend the purchasing of medical devices by Florida orthopedic surgeons. OIG contends that Desser knowingly and willfully solicited and received the remuneration described above to induce a person(s) to order Zimmer orthopedic products for which payment was made by Federal health care programs. OIG also contends that Desser knowingly and willfully offered and paid remuneration to two individuals to induce them to recommend the ordering of orthopedic products for which payment may have been made by Federal health care programs.

2012

11-14-2012

In connection with the resolution of False Claims Act liability, a diagnostic testing facility agreed to be excluded from participating in Federal health care programs for a period of ten years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the diagnostic testing facility: (1) paid remuneration to physicians in connection with the referral of Medicare patients to the diagnostic testing facility for diagnostics tests; (2) submitted provider enrollment documents that were false or contained material omissions; and (3) submitted or caused to be submitted claims for payment for diagnostic tests requiring that a qualified physician be present in the office suite in order for the tests to be payable by Medicare that either were not supervised, or were supervised by physicians who did not have the requisite qualifications to supervise the tests and/or had not been approved by Medicare.

11-02-2012

ForTec Medical, Inc., ForTec Litho, LLC, ForTec Litho Florida, LLC, ForTec Litho Central, LLC, and ForTec Litho NY, LLC (collectively, ForTec), Illinois, agreed to pay $126,249.30 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that ForTec provided customers (including physicians) an all-expense paid trip to the Masters Golf Tournament. The OIG concluded that the trips were intended to induce referrals.

09-25-2012

After it self-disclosed conduct to the OIG, Carlsbad Medical Center, LLC (CMC), New Mexico, agreed to pay $995,380 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that CMC paid remuneration to three orthopedists in the form of improper payments for on-call coverage, malpractice insurance, travel reimbursement, and overpayments under an income guarantee agreement.

09-11-2012

After it self-disclosed conduct to the OIG, Sleep Services of America, Inc. and Do You Snore of Maryland, LLC (SSA and DYSM), Pennsylvania, agreed to pay $1,006,104.29 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that the problematic arrangements included leases with doctors, medical directorships, personal services contracts and loans to referral sources.

After it self-disclosed conduct to the OIG, New England Sinai Hospital, Inc. (NESH), Massachusetts, agreed to pay $1,149,396.50 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that NESH paid remuneration to two physicians in the form of: 1) free, or less than fair market value, space and staff; 2) payment for services not performed and services performed pursuant to expired agreements; and 3) paid remuneration to a physicians group in the form of payment for services not performed and services performed without a written agreement.

07-23-2012

In connection with the resolution of False Claims Act liability, the owner of a diagnostic testing facility agreed to be excluded from participating in Federal health care programs for a period of four years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the diagnostic testing facility owner: (1) paid remuneration to physicians in connection with the referral of Medicare patients for diagnostic tests; (2) submitted provider enrollment documents that were false or contained material omissions; and (3) submitted or caused to be submitted claims for payment for diagnostic tests requiring that a qualified physician be present in the office suite in order for the tests to be payable by Medicare that either were not supervised, or were supervised by physicians who did not have the requisite qualifications to supervise the tests and/or had not been approved by Medicare.

07-16-2012

In connection with the resolution of False Claims Act liability, a radiologist and a diagnostic testing facility agreed to be excluded from participating in Federal health care programs for a period of six years under 42 U.S.C. § 1320a-7(b)(7). OIG alleged that the radiologist, through the diagnostic testing facility, entered into prohibited financial relationships with physicians. Specifically, OIG alleged that these prohibited financial relationships included: (1) sham personal services contracts (Medical Directorships) that took into account the value of referrals from the Medical Directors; and (2) contracts to pay the salaries of employees in physicians' offices that took into account the value of referrals from those physicians.

07-05-2012

After it self-disclosed conduct to the OIG, LipoScience, Inc., North Carolina, agreed to pay $151,785 for allegedly violating the Civil Monetary Penalties Law provisions applicable to

physician self-referrals and kickbacks. The OIG alleged that LipoScience paid remuneration to employees and referring doctor's offices in the form of thousands of gift cards.

06-22-2012

After it self-disclosed conduct to the OIG, Good Samaritan Hospital Medical Center (Good Samaritan) and South Bay OB/GYN (South Bay), New York, agreed to pay $1,753,447.40 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Good Samaritan paid remuneration to South Bay physicians that were more than fair market value because they did not account for the value of the benefits of malpractice insurance premium payments made for the physicians.

After it self-disclosed to the OIG, Good Samaritan Hospital Medical Center (Good Samaritan), New York, agreed to pay $604,780.73 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Good Samaritan paid remuneration to a physician in the form of salary and benefits under a contract for leadership, teaching, and administrative services. The salary and benefits paid were above fair market value.

01-20-2012

After it self-disclosed conduct to the OIG, Advanced Physical Therapy, PLLC and Richard Brannin, PT (collectively respondents), West Virginia, agreed to pay $62,460 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that the respondents accepted patients for treatment who presented with a physician's written order for physical therapy from Richard Brannin's spouse. The respondents indirectly paid remuneration to Richard Brannin's spouse. As a result, the respondents presented claims to Medicare for physical therapy services that were furnished pursuant to prohibited referrals.

2011

11-29-2011

After it self-disclosed conduct to the OIG, City Hospital, Inc., The Charles Town General Hospital d/b/a Jefferson Memorial Hospital, and West Virginia University Hospitals-East, Inc. (collectively respondents), West Virginia, agreed to pay $949,595 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that the respondents entered into several arrangements with physicians or physician groups for which the hospitals failed to collect office rental payments. The conduct included: (1) payments of costs and expenses pursuant to recruitment agreements in excess of the actual additional incremental costs; (2) payment of student loans without a written recruitment agreement; and (3) payment of costs and expenses pursuant to unwritten extensions of recruitment agreements.

10-04-2011

After it self-disclosed conduct to the OIG, County of Monterey d/b/a Natividad Medical Center (NMC), California, agreed to pay $174,508.46 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that NMC entered into a professional medical services agreement with a physician group for certain call coverage and clinic services. The compensation terms of the agreement offered incentives for the physician group to refer their private practice and medically indigent adult patients to NMC.

10-03-2011

After it self-disclosed conduct to the OIG, Westfields Hospital, Wisconsin, agreed to pay $204,150 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Westfields Hospital provided space, services, and supplies to certain physician group practices without entering into a formal written contract and without collecting payment.

9-08-2011

After it self-disclosed conduct to the OIG, Whidbey Island Hospital District (WIHD), Washington, agreed to pay $858,571 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that WIHD had over 100 violations surrounding various physician contracts and arrangements. Some of the violations included: (1) a number of hospitalist contracts had expired and new contracts had not been signed; (2) there were no written agreements in place for a number of medical staff leadership and call coverage arrangements; and (3) a variety of improper lease arrangements, personal service arrangements, malpractice subsidies, and a housing allowance and an equipment loan with one physician.

07-13-2011

After it self-disclosed conduct to the OIG, Good Samaritan Hospital Medical Center (GSHMC), New York, agreed to pay $55,018.50 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that GSHMC entered into an improper financial relationship with a physician professional corporation. The contract did not specify the terms of the intended agreement and the physician profession corporation received accelerated payments from GSHMC that did not comply with contractually agreed to payments. The payments were not consistent with fair market value.

07-13-2011

After it self-disclosed conduct to the OIG, St. Catherine of Siena Medical Center (St. Catherine), New York, agreed to pay $2,596,014 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that St. Catherine contracted with a physician owned professional services company. The company received remuneration that was not consistent with fair market value and received payments for services that were not performed under the contract.

05-11-2011

After it self-disclosed conduct to the OIG, Pacifica Hospital of the Valley (Pacifica), California, agreed to pay $764,250 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that Pacifica paid indirect improper remuneration to a physician in the form of payments to a marketing firm for marketing services that were never rendered under joint marketing agreements. The remuneration created a financial relationship between Pacifica and the physician that caused Pacifica to present claims for health services that resulted from prohibited referrals in violation of the Stark law.

03-24-2011

After it self-disclosed conduct to the OIG, Fairview Northland Regional Health Care (FNRHC), Minnesota, agreed to pay $50,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that FNRHC entered into an unwritten lease agreement with a physician practice.

2010

12-03-2010

After it self-disclosed conduct to the OIG, Wayne County Hospital (WCH), Kentucky, agreed to pay $110,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that WCH: 1) paid remuneration to a physician by failing to charge processing fees for payroll services rendered to his practice; 2) paid remuneration to a physician and failed to demand or collect payroll processing fees and payments due for personnel and practice management support services rendered to her practice; and 3) paid remuneration to two physicians by failing to demand repayment of wages and benefits paid to the physicians and their staff and failed to charge processing fees for payroll services rendered to the practice.

11-09-2010

After it self-disclosed conduct to the OIG that it discovered had occurred at another hospital with which it had merged, St. Elizabeth Medical Center, Kentucky, agreed to pay $1,216,511 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that St. Elizabeth entered into an improper billing arrangement for "provider-based services" involving a rural outreach program that had occurred at another hospital prior to its acquisition by St. Elizabeth. In addition, the OIG alleged that the acquired hospital entered into several improper financial relationships with a referring physician that violated the Stark Law and the Anti-Kickback Statute.

10-21-2010

Steven J. Lancaster, M.D., Florida, agreed to pay $101,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Dr. Lancaster solicited kickbacks from a medical device manufacture. Dr. Lancaster sought to leverage his product usage and ability to influence purchasing decisions in exchange for a consulting agreement with a guaranteed payment. In addition, he sought to obtain a personal service agreement.

09-03-2010

After it self-disclosed conduct to the OIG, South Coast Medical Center (SCMC), California, agreed to pay $72,637.77 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that SCMC entered into multiple lease and personal services arrangements with doctors that raised compliance issues under the Stark Law and Anti-Kickback Statute.

07-21-2010

After it self-disclosed conduct to the OIG, Mercy Medical Center, Inc. (MMC), Maryland, agreed to pay $195,013.50 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that MMC entered into physician service arrangements, lease arrangements, physician on-call arrangements and billing and collection agreements that raised potential issues under the Stark Law and the Anti-Kickback Statute.

07-08-2010

United Shockwave Services, United Urology Centers, and United Prostate Centers (collectively, United), Illinois, agreed to pay $7,359,500 and entered into a five year CIA for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that United and certain physician-investors used their ability to control patient referrals to obtain contract business from various hospitals. Specifically, United threatened hospitals that it would refer patients to competing hospitals if the respective hospital did not agree to a contract with United, or promised hospitals that did contract with United additional referrals. The relationships between United's physician-investors and the hospitals raised Stark concerns regarding the financial relationships between United's physician-investors and the hospitals to which they made referrals. Also, United sold

more shares to physicians who produced more referrals or other business for the company. United had processes for having physicians divest if they did not use United's services sufficiently and offered huge returns on investment with virtually no business risk.

06-17-2010

After it self-disclosed conduct to the OIG, St. John's Regional Medical Center (SJRMC), Missouri, agreed to pay $274,815 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that SJRMC entered into an improper financial relationship with a physician. SJRMC allowed the physician to be regularly delinquent in rent under a written lease agreement and paid the physician for services without a written contract in place.

06-07-2010

After it self-disclosed conduct to the OIG, Christus Spohn Hospital Corpus Christi- Memorial (Memorial), Texas, agreed to pay $4,130,536 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals and kickbacks. The OIG alleged that: (1) Memorial paid indirect remuneration to family medicine and emergency medicine faculty physicians in the form of (a) salary and benefit reimbursements to the faculty physicians' employer that were more than fair market value for the time the physicians spent fulfilling their contractual duties to Memorial and (b) billing and collections services associated with the faculty physicians' practices to an educational foundation and successor entity; (2) Memorial paid remuneration to certain family medicine faculty physicians in the form of charging rent below fair market value for office space on the fifth and sixth floors of Memorial's hospital; and (3) Memorial paid remuneration to two entities providing services proscribed by the Ethical and Religious Directives for Catholic Health Care Services in the form of the entities' staffing, equipment, and billing for the facility fees associated with the proscribed services and paying those fees to the involved entities.

06-03-2010

Cochlear Americas, Colorado, agreed to pay $880,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Cochlear Americas paid various forms of illegal remuneration to physicians who prescribed the use of their manufactured implant system for Medicare and Medicaid patients.

05-11-2010

After it self-disclosed conduct to the OIG, Surgical Specialty Center of Baton Rouge, LLC (provider), Louisiana, agreed to pay $51,300 for allegedly violating the Civil Monetary Penalties Law provisions applicable to the Stark Law. The OIG alleged that the provider entered into several types of financial arrangements with referring physicians without the requisite written agreements in place as required by the Stark Law.

05-03-2010

After it self-disclosed conduct to the OIG, Colorado West HealthCare System d/b/a Community Hospital and its subsidiary, Doctor's Clinic Building, Inc. (Colorado West), Colorado, agreed to pay $420,175 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that Colorado West entered into six categories of contractual arrangements (i.e., medical director arrangements, emergency room services, office leases, on-call physician arrangements, continuing medical education services, and diagnostic test interpretations) that violated the Stark Law and, in some instances, implicated the Anti-Kickback Statute in connection with physicians' referrals of Medicare beneficiaries to Colorado West.

04-20-2010

After it self-disclosed conduct to the OIG, St. Elizabeth Hospital and Mercy Medical Center of Oshkosh, Inc. (hospitals), Wisconsin, both part of the Affinity Health System, agreed to pay

$54,124 for allegedly violating the Civil Monetary Penalties Law provisions applicable to the Stark Law. The OIG alleged that the hospitals disclosed payments to three independent psychiatrists who provided behavioral health services at the hospitals' emergency rooms. Specifically, the on-call coverage arrangements between the psychiatrists and hospitals failed to comply with Stark Law requirements.

03-31-2010
: After it self-disclosed conduct to the OIG, St. James Healthcare (SJH), Montana, agreed to pay $275,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to the Stark Law. The OIG alleged that SJH entered into a space lease, an employee lease, and a medical services arrangement with an entity partly owned by SJH that failed to meet Stark Law requirements because they were not set forth in writing and signed.

03-01-2010
: After it self-disclosed conduct to the OIG, Liberty HealthCare Systems, Inc. (Liberty), New Jersey, agreed to pay $225,000 to resolve its liability for allegedly violating the Civil Monetary Penalties Law provisions applicable to the Stark Law. The OIG alleged that Liberty made an improper bonus payment to an employee physician based, in part, on the volume and value of referrals made by the physician.

02-16-2010
: Harvey Montijo, M.D., Florida, agreed to pay $650,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Dr. Montijo solicited and received remuneration in the form of consulting payments from two medical device manufactures in exchange for using their orthopedic hip and knee products.

02-08-2010
: Garden State Imaging (GSI), New Jersey, agreed to pay $83,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that GSI entered into a verbal agreement with two owners of a medical center. Under the terms of the verbal agreement, GSI agreed to provide mobile diagnostic imaging and related services to the medical center's patients and to split with the medical center 50% of the net proceeds that were generated.

01-22-2010
: After it self-disclosed conduct to the OIG, St. Mary Medical Center - Long Beach (St. Mary), California, agreed to pay $494,374 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that St. Mary paid remuneration to a medical group and its owner in the form of administrative services from a St. Mary's employee and paid remuneration through leased space and a medical director agreement.

01-06-2010
: After it self-disclosed conduct to the OIG, Inland Imaging, LLC (Inland), Washington, agreed to pay $155,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to the Stark Law. The OIG alleged that Inland provided certain outpatient radiology services to Medicare beneficiaries based on orders written by physicians who were immediate family members of three individuals who held indirect ownership interests in Inland.

2009

12-10-2009
: After it self-disclosed conduct to the OIG, Piedmont Hospital, Inc., Georgia, agreed to pay $126,322 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that Piedmont's financial relationships

with 22 physicians failed to meet Stark law and Anti-Kickback statute requirements. The majority of the arrangements involved payment for services performed without a fully-executed written contract, one arrangement involved a physician who was paid at rates differing from the contract rate, and other arrangements involved payment for services that were not set forth in a contract.

12-02-2009

After it self-disclosed conduct to the OIG, Oswego Hospital, New York, agreed to pay $2,134,037 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that Oswego's financial relationships with more than 20 physicians failed to meet Stark law requirements. Most of the violations involved the hospital's failure to comply with Stark law requirements for recruitment arrangements, office leases, professional service arrangements, and the provision of discounted employee benefit plan premiums to non-employed physicians.

11-04-2009

After it self-disclosed conduct to the OIG, Allied Health Care Corporation (Allied), Florida, agreed to pay $132,500 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that two physicians that were shareholders in Allied made referrals to two home health agencies which were wholly owned subsidiaries of Allied.

10-20-2009

Robert Diaz, M.D. (Diaz), Florida, agreed to pay $65,000 and to be excluded from participating in Federal health care programs for three years for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Diaz solicited and received remuneration in the form of consulting payments from a medical device manufacturer in exchange for using their orthopedic hip and knee products.

10-16-2009

After it self-disclosed conduct to the OIG, Medina General Hospital (MGH), Ohio, agreed to pay $240,298 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that MGH's financial relationships with a family practice physician, occupational health services physicians, and a cardiologist failed to meet Stark Law requirements. Specifically, the financial relationships were during periods when there were no written service agreements or payments were not made consistent with the contracts.

After it self-disclosed conduct to the OIG, Vascular Specialty Services, Inc. (VSSI), Maryland, agreed to pay $34,182 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that VSSI's financial relationship with four vascular surgeons failed to meet Stark law requirements. Specifically, VSSI added lab referral revenues into a bonus pool that was paid to the vascular surgeons.

09-25-2009

Michael Bakst, the former Executive Director of Community Memorial Hospital (CMH) of Ventura, California, agreed to pay $64,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Bakst caused the submission of claims to Medicare in violation of the physician self-referral (Stark) law. During the relevant time period Bakst was also identified as CMH's Compliance Officer.

09-17-2009

After it self-disclosed conduct to the OIG, Liberty HealthCare System, Inc. (Liberty), New Jersey, agreed to pay $417,675 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that one of Liberty's hospitals failed to

reflect an increase in compensation and hours of service in a written pediatric coverage agreement with a physician practice that provided pediatric coverage services to MHMC.

08-11-2009
: After it self-disclosed conduct to the OIG, Cushing Memorial Hospital (CMH), Kansas, agreed to pay $50,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that CMH's financial relationship with a cardiologist failed to meet Stark Law requirements. Specifically, the cardiologist was engaged to provide medical director services to CMH's cardiac rehabilitation unit. However, the written agreement was not signed. In addition, CMH's office space lease with the cardiologist did not meet the applicable lease exception.

08-03-2009
: After it self-disclosed conduct to the OIG, Central Kansas Medical Center (CKMC), Kansas, agreed to pay $50,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that CKMC entered into two lease arrangements, with a referring-physician-owned partnership, that failed to comply fully with the Stark law's requirements for such financial arrangements.

07-31-2009
: After self-disclosing to the OIG, Kahuku Hospital, Hawaii, agreed to pay $75,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that Kahuku Hospital entered into services agreements with emergency room physicians where payments were made in excess of the amount provided for in the agreement and entered into other arrangements with emergency room physicians that were not in writing.

07-10-2009
: After it self-disclosed conduct to the OIG, Inova Health Care Services d/b/a Inova Fairfax Hospital (Inova), Virginia, agreed to pay $528,158 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that Inova paid remuneration to Arrhythmia Associates (AA) in the form of services provided by certain physician assistants (PA) within the office of AA. Specifically, Inova provided PA services to AA without written contracts in place and failed to bill and collect for those PA services.

06-26-2009
: After it self-disclosed conduct to the OIG, Memorial Hospital of Union County (MHUC), Ohio, agreed to pay $31,202 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that MHUC provided excess non-monetary compensation to physicians and the immediate family member of a physician who referred patients to MHUC.

02-09-2009
: After it self-disclosed conduct to the OIG, Jewish Hospital and St. Mary's Healthcare (JHSMH), Kentucky, agreed to pay $130,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that JHSMH entered into an arrangement with a physician for a Medical Director position that included the physician being paid compensation in excess of his Medical Director agreement and receiving free nurse services for his private practice without any contractual entitlement to such services.

01-27-2009
: After it self-disclosed conduct to the OIG, San Jacinto Methodist Hospital (SJMH), Texas, agreed to pay $21,025.62 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that SJMH entered into an arrangement with a physician for a Medical Director position that included the physician

occupying hospital space for private use and utilizing hospital personnel for clerical assistance related to the physician's private practice patient visits without any contractual entitlement to do so.

2008

12-03-2008
: After it self-disclosed conduct to the OIG, The King's Daughters' Hospital and Health Services (Hospital), Indiana, agreed to pay $391,500 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that the Hospital had compensation arrangements with employed physicians that failed to comply fully with the Stark Law's restrictions on productivity bonuses. Specifically the physicians were compensated for services that were not personally performed by them.

11-26-2008
: After self-disclosing conduct to the OIG, Bioscrip, Inc. and Bioscrip Pharmacy, Inc. (Bioscrip), agreed to pay $795,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and prohibited physician self-referrals. The OIG alleged that Bioscrip stationed a pharmacist, from its West Hollywood, California pharmacy, at two physician practices and that, while on-site at the physician practices, the pharmacist provided services for the pharmacy with the practices as well as services that benefitted the physician practices (without a lease), including services that otherwise would have been provided to patients by the physician practices. Patients of the physician practices, including those counseled by the on-site Bioscrip pharmacist, were referred to and filled prescriptions paid for by the Medicare Part D program at a Bioscrip pharmacy.

11-04-2008
: Abbott Northwestern Hospital, Minnesota, agreed to pay $350,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to physician self-referrals. The OIG alleged that Abbott made physician salary guarantee payments to three Sports and Orthopedic Specialists without entering into written physician recruitment agreements with the recruited physicians.

10-01-2008
: Valerie Tolley d/b/a Health Care Medical (HCM), Mississippi, agreed to pay $100,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that HCM made payments and attempted to make payments of kickbacks in exchange for direct and indirect patient referrals.

08-11-2008
: After it self-disclosed conduct to the OIG, Ivinson Hospital, Wyoming, agreed to pay $635,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Ivinson paid prohibited remuneration to physicians in the form of free rent, equipment and furnishings, leases at less-than-fair-market value, reimbursement for medical-director services in excess of fair-market value, and reimbursement in excess of the requirements of an income-guarantee agreement.

08-04-2008
: Bernhardt Laboratories, Inc. (BLI), Michael J. Bernhardt, M.D., and Michael J. Bernhardt, M.D.P.A., Florida, agreed to pay $100,000 for allegedly violating the Civil Monetary Penalties Law b y submitting claims in violation of the Stark Law. The OIG alleged that Michael Bernhardt, M.D. referred patients to BLI for clinical laboratory services. The referrals to BLI violated the Stark Law in that BLI was owned by Michael Bernhardt's brother.

05-10-2008

After it self-disclosed conduct to the OIG, Spartanburg Regional Healthcare System, South Carolina, agreed to pay $780,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Spartanburg provided information technology (IT) resources to non-employee physician groups without written contracts in place. Specifically, Spartanburg reported that it failed to document IT agreements with ten different physician practices/groups and also failed to bill and collect for those IT resources.

03-27-2008

MedCare Home Health and its owner Wilfred Braceras, Florida, agreed to pay $178,000 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks. The OIG alleged that Medcare and Braceras paid kickbacks to a "coordinator" to induce the referral of home health care patients. The recipient of the kickbacks was not an employee, had no contract, and was paid based on the volume and value of the referrals. Braceras's home health care chain, B& B Holdings Enterprises, Inc. d/b/a South Eastern Health Management Association, Inc., also entered into an addendum to the existing corporate integrity agreement.

01-23-2008

After it self-disclosed conduct to the OIG, University Health Services, Inc. d/b/a University Hospital (collectively UHS), Georgia, agreed to pay $137,429 for allegedly violating the Civil Monetary Penalties Law provisions applicable to kickbacks and physician self-referrals. The OIG alleged that UHS hired an athletic trainer to participate in a community service program to provide sports medicine coverage to area high school and middle school sports teams. If a student was injured, the trainer occasionally provided follow-up care for free at the offices of a local orthopedic practice. While in the practice's offices, the trainer would occasionally provide services to patients for the benefit of the practice. The agreement between UHS and the practice was never formalized in writing and the practice did not pay UHS for the services provided by the trainer for its benefit.

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- Overcharging Beneficiaries
- Select Agents and Toxins

In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2013

07-26-2013
: Bravo Health Pennsylvania, Inc. (Bravo), Pennsylvania, agreed to pay $225,000 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Bravo provided medical records to the OIG's Office of Audit Services (OAS) in connection with an OAS audit that were intentionally altered prior to their submission or resubmission.

2007

11-07-2007
: America's Health Choice, Inc. (AHC), Florida, agreed to pay $100,000 to resolve its liability under the OIG's CMP provision applicable to any Medicare Advantage organization that misrepresents or falsifies information to the Secretary of HHS (Secretary). The OIG alleged that AHC submitted documents to the Secretary that misrepresented the academic credentials of an AHC employee and submitted effectuation notices to the Center for Health Care Dispute Resolution (CHDR) in which dates of submission had been falsified to appear in compliance with CHDR's request for claims data.

2001

12-31-2001

Molina Medical Centers, a California Medicaid managed care plan, agreed to pay $600,000 to resolve its liability under the OIG's CMP provision applicable to any Medicaid managed care organization that misrepresents or falsifies information to an individual. The OIG alleged that the managed care plan sent misleading letters to its Medicaid enrollees in an effort to persuade the enrollees to continue to choose it as their Medicaid managed care plan. The OIG alleged that the letters appeared to be written and signed by the enrollees' primary care physicians even though they were actually written and signed by employees of the managed care plan.

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In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2013

01-09-2013

Heritage Medical Partners, LLC, Thomas Lenns, M.D., Paul Long, M.D., Michael Mayes, M.D., and William Petty II, M.D. (collectively Heritage), South Carolina, agreed to pay $170,260 for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that Heritage knowingly presented or caused to be presented to Medicare beneficiaries requests for payment that were in violation of an assignment agreement.

2007

05-15-2007

Lee R. Rocamora, M.D., North Carolina, agreed to pay $106,600 to resolve his liability for allegedly violating the Civil Monetary Penalties Law. The OIG alleged that the practitioner requested payments from Medicare beneficiaries in violation of his assignment agreement. Specifically, the practitioner allegedly asked his patients to enter into a membership agreement for his patient care program, under which the patients paid an annual fee. In exchange for the fee, the membership agreement specified that the practitioner would provide members with: (1) an annual comprehensive physical examination; (2) same day or next day appointments; (3) support personnel dedicated exclusively to members; (4) 24 hours a day and 7 days a week physician availability; (5) prescription facilitation; (6) coordination of referrals and expedited

referrals, if medically necessary; and (7) other service amenities as determined by the practitioner.

2003

07-28-2003

A physician from Minneapolis, Minnesota, agreed to pay $53,400 to resolve his liability under the CMP provision applicable to violations of a provider's assignment agreement. By accepting assignment for all covered services, a participating provider agrees that he or she will not collect from a Medicare beneficiary more than the applicable deductible and coinsurance for covered services. The OIG alleged that the physician created a program whereby the physician's patients were asked to sign a yearly contract and pay a yearly fee for services that the physician characterized as "not covered" by Medicare. The OIG further alleged that because at least some of the services described in the contract were actually covered and reimbursable by Medicare, each contract presented to the Medicare patients constituted a request for payment other than the coinsurance and applicable deductible for covered services in violation of the terms of the physician's assignment agreement. In addition to payment of the settlement amount, the physician agreed not to request similar payments from beneficiaries in the future.

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Patient Dumping

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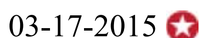
In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2015

03-17-2015 
Newton Medical Center in Kansas Settles EMTALA Case

A Newton, Kansas hospital that failed to provide an adequate medical screening examination for a pregnant woman who was later admitted to another hospital and gave birth to a stillborn baby has agreed to pay $45,000 to settle allegations by the Office of the Inspector General (OIG) of the U.S. Department of Health and Human Services that those actions violated the Emergency Medical Treatment & Labor Act (EMTALA). The OIG alleged that Newton Medical Center failed to provide an adequate medical screening examination for a patient who presented to Newton's emergency department 38-weeks pregnant and complaining of abdominal and lower back pain. Newton did not take the patient's medical history, take any vitals, conduct fetal monitoring, test for fetal movement, or perform any exam on the patient. Instead, Newton instructed the patient to see her personal physician. The patient left Newton by private vehicle and presented at the emergency department of another hospital where she was admitted and delivered a stillborn baby.

The settlement, effective March 17, 2015, resolves Newton's civil monetary penalties liability

under EMTALA. The maximum penalty under EMTALA for a large hospital is $50,000. Senior Counsel Geeta Taylor and Associate Counsel David Fuchs represented OIG.

02-09-2015

Loxahatchee, Florida Hospital Settles EMTALA Case

On February 9, 2015, Palms West Hospital (Palms), a Loxahatchee, Florida hospital, agreed to pay a maximum penalty of $50,000 in a settlement agreement with OIG. The agreement resolves allegations that Palms refused to accept the transfer of a toddler who had ingested Drano. The mother of an 18-month old toddler brought her daughter to a hospital emergency department (ED) for ingestion of an unknown quantity of Drano. Poison control recommended that the toddler be treated by a pediatric gastroenterologist (GI), which that hospital did not have. The ED physician contacted the Hospital Corporation of America's Transfer Center (TC) to arrange a transfer of the patient. As protocols required, TC had a copy of Palms' on-call list. TC called Palms to confirm that pediatric GI services were available and to arrange for the transfer of the toddler. The ED physician at Palms accepted the transfer, but later rescinded the acceptance believing that she had made a mistake about on-call coverage. As a result, the toddler was transferred to another hospital. Palms, however, did have a pediatric GI available on call when the request was made to transfer the toddler. TC failed to check on the transfer request in a timely manner and learned of the refusal after the patient had been transferred to another facility. Senior Counsel Sandra Sands represented OIG.

01-20-2015

Tristar Summit Medical Center in Tennessee Settles Patient Dumping Allegations

A hospital in Tennessee that allegedly transferred an unstable patient for insurance reasons will pay $40,000 in a settlement with the Office of the Inspector General (OIG) of the Department of Health and Human Services, it was announced today. Tristar Summit Medical Center in Hermitage, TN is settling allegations by the OIG that it broke the law when it transferred a patient that had come to its emergency department after consuming a bottle of antifreeze without first stabilizing the patient's medical condition. Emergency room personnel, it is alleged, determined the patient should be admitted to an intensive care unit and, despite the availability of a bed in the Tristar Summit ICU, the patient was sent elsewhere because the hospital did not accept the patient's insurance. The Emergency Medical Treatment and Active Labor Act (EMTALA) of 1986—often referred to as the patient anti-dumping law—requires a hospital to stabilize a patient's emergency condition within its capabilities prior to transfer, and a hospital may not transfer an unstable patient unless the patient requests transfer or a physician certifies that the benefits of transfer outweigh the risks. Under EMTALA hospitals can be fined up to $50,000 per violation.

2014

12-29-2014

Atmore Community Hospital Settles EMTALA Case

A small hospital in Atmore, Alabama, settled claims that it refused to provide pain medication to a man who had been shot in the arm. The 65-year old man was sent to Atmore Community Hospital via ambulance to be air lifted to a hospital that was capable of treating his injury. However, it was too foggy for the helicopter to land, so the paramedics needed to drive him to the hospital, which was one hour away. The patient did not think he could make the trip without pain medication, so he requested pain relief for his severe pain - something Atmore had the capability to provide. As the paramedics unloaded the patient from the ambulance, Atmore's emergency department doctor and a nurse came out to the ambulance and refused to let the

patient enter the hospital because they did not have a trauma surgeon on staff. Both the paramedic and the patient explained that the patient wanted pain relief for the long trip, but the doctor and nurse returned inside, with locked doors closing behind them.

The Office of Inspector General (OIG) for the U.S. Department of Health and Human Services alleged this conduct violates the Emergency Medical Treatment & Labor Act, which requires hospitals to provide stabilizing treatment to patients with emergency medical conditions, including severe pain. On December 29, 2014, Atmore agreed to pay $25,000 - the maximum penalty for a small hospital - to resolve these allegations. Senior Counsel Sandra Sands represented OIG.

12-29-2014

Memorial Health Care System Settles EMATLA Case

A small hospital in Hixson, Tennessee, that failed to provide stabilizing treatment to an 18 year-old with severe pain and multiple broken bones, has settled allegations by the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services that it violated the Emergency Medical Treatment & Labor Act. EMTALA requires hospitals to provide stabilizing treatment to anyone with an emergency medical condition. The patient came to the emergency room of Memorial North Park, one of Memorial Health Care System's satellite hospitals, with severe pain in his feet, ankles, and right shin after jumping from a twenty foot wall and landing on concrete. Although Memorial had an orthopedic surgeon on call, the emergency room staff did not consult with him nor did they provide treatment for the patient's pain or splint his legs before transferring him to the trauma center. The trauma center ultimately did not consider the patient a trauma case.

The hospital agreed to pay $20,000 in a settlement agreement with the OIG, effective December 29, 2014. Under EMTALA , the maximum penalty for hospitals with fewer than 100 beds is $25,000. Senior Counsel Sandra Sands represented OIG.

12-29-2014

Baptist Medical Center - Princeton Settles EMTALA Case

A Birmingham, Alabama, medical center that refused to accept the appropriate transfer of a 61-year-old woman, has agreed to settle allegations that it violated the Emergency Medical Treatment & Labor Act. EMTALA requires hospitals with specialized capabilities-in this case a neurosurgeon-to accept transfers of patients who require those services.

The patient, who was found to be unresponsive in her home, was initially taken to a facility that did not have the capability to treat her condition. The hospital diagnosed her with altered mental status caused by a change in brain function: she had a subdural hematoma and needed emergency surgery, which that hospital could not provide. When the ED physician called Baptist to make arrangements to transfer the patient to Baptist, Baptist transferred the call to its ED and the transferring physician was told that he needed to talk to the on-call neurosurgeon. The call was then forwarded to the Hospitalist, who repeated that he had to speak with the on-call neurosurgeon. The transferring ED physician was then connected to the neurosurgeon and explained the patient's condition. The neurosurgeon responded that it sounded like the patient was brain dead. The ED physician explained that she was not and that he had paralyzed her to intubate her for medical purposes. The neurosurgeon repeated that she sounded brain dead and refused the transfer. Before hanging up, the neurosurgeon said he would be willing to consult on the case, but not accept transfer of the patient to Baptist. The ED physician then transferred the patient to another hospital where she successfully underwent surgery and was released to a rehabilitation facility five days later. Baptist, after finding out about its refusal to accept this

patient, ordered the neurosurgeon to call Baptist back and to accept the patient, which he did, but the patient had already been sent to another hospital.

Baptist, on December 29, 2014, agreed to pay $40,000 to resolve allegations of an EMTALA violation investigated by the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services. The maximum penalty for violating the so-called "patient dumping" law is $50,000 for a large hospital. Senior Counsel Sandra Sands represented OIG.

12-29-2014

Caldwell Medical Center Settles EMTALA Case

Caldwell Medical Center, a small hospital in Princeton, Kentucky, has settled allegations that it failed to evaluate a patient's head pain or provide stabilizing treatment. A 72-year old woman lost consciousness and fell face-first onto a concrete floor. She regained consciousness about five hours later, called an ambulance, and was taken to Caldwell's Emergency Department (ED). She had bruising and abrasions on her nose, two black eyes and a skin tear on her right arm. She complained of severe pain in her face and head. Her abrasions and skin tear were cleaned and she was discharged home a little over one hour after she arrived in the ED. She did not receive any diagnostic tests, including a CAT Scan, and she received no treatment for her head pain.

The patient continued to have pain: she could not chew and she vomited blood. The next morning she called an ambulance again and returned to Caldwell's ED. This time she received an appropriate medical screening exam, which revealed multiple head fractures. She was then transferred to a hospital with neurosurgery capabilities and she underwent several surgeries and was discharged thirteen days later.

Caldwell agreed to pay $10,000 in a settlement with the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services effective December 29, 2014. Senior Counsel Sandra Sands represented OIG.

11-17-2014

South Carolina's Trident Health System Settles EMTALA Case Involving Patient Dumping Allegations

Effective November 17, 2014, Trident Health System (Trident) in South Carolina entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services to resolve claims that it failed to provide stabilizing treatment to a patient in one of its emergency rooms. Specifically, OIG alleged that on February 12, 2012, a 58-year-old male patient, who was incarcerated at the time, was transported by an Emergency Medical Services (EMS) ambulance to Moncks Corner Medical Center, a Trident facility. EMS contacted emergency room personnel to inform them of the patient's transport but, when the patient arrived at the emergency room, a nurse informed EMS personnel that the medical center could not treat the patient because Trident had a "no trespass" order on him. EMS then took the patient to a nearby hospital, and Trident never provided a medical screening examination of the patient. This $40,000 settlement resolves Trident's civil monetary penalties liability under the patient dumping statute.

10-30-2014

DCH Regional Medical Center Settles EMTALA Case

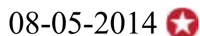
Effective October 30, 2014, DCH Regional Medical Center-a 583-bed hospital located in Tuscaloosa, Alabama-entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services to resolve its civil monetary penalties liability under the Emergency Medical Treatment and Labor Act (EMTALA). DCH

paid $40,000 to settle allegations that it violated EMTALA by failing to conduct an appropriate medical screening examination and provide stabilizing treatment to a patient who came to the DCH emergency department with an emergency medical condition.

Specifically, the patient came to the DCH emergency department with a gunshot wound in his abdomen region. The emergency department physician determined that the on-call general surgeon needed to evaluate and treat the patient and the staff contacted the on-call general surgeon multiple times. The on-call general surgeon indicated that he was performing a previously scheduled elective surgery in the operating room. DCH's emergency department was unable to find another general surgeon to evaluate and provide stabilizing treatment to the patient. The on-call general surgeon then performed a second previously scheduled elective surgery in the operating room without first evaluating and providing stabilizing treatment to the patient in the emergency department. After waiting approximately two hours at DCH, the patient died, never having received an evaluation or stabilizing treatment from a general surgeon.

09-03-2014

Springfield Hospital (Springfield), Vermont, agreed to pay $50,000 resolve its liability for Civil Monetary Penalties under the patient dumping statute. OIG alleged that: (1) Springfield failed to provide stabilizing treatment to a patient with an emergency psychiatric condition before having him criminally charged and transferred to jail; and (2) Springfield failed to provide an appropriate medical screening examination to a second patient before having him criminally charged and sent to jail.

08-05-2014 

Saint Joseph's Medical Center in New York Settles Case Involving a Patient Dumping Allegation

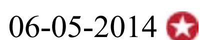
Effective August 5, 2014, Saint Joseph's Medical Center (SJMC), a 332 bed hospital located in Yonkers, NY, entered into a settlement agreement with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services. In the settlement agreement, SJMC agreed to pay $50,000 to resolve its civil monetary penalties liability under the patient dumping statute. Specifically, OIG alleged that SJMC violated the Emergency Medical Treatment and Labor Act (EMTALA) by failing to provide an appropriate medical screening examination to a patient that came to SJMC's emergency department with an emergency medical condition. Associate Counsel Patrick Garcia and Paralegal Specialist Mariel Filtz represented OIG in this matter.

06-09-2014

Winter Haven Hospital (Winter Haven), Florida, agreed to pay $75,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. OIG alleged that Winter Haven: (1) failed to accept the transfer of two patients who needed specialized capabilities or facilities available at Winter Haven; and (2) failed to provide medical examination and treatment to a third patient as required to stabilize his condition, within the capabilities of the staff and facilities available at Winter Haven.

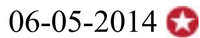
06-06-2014

Trinity Medical Center d/b/a Trinity Bettendorf (Trinity), Iowa, agreed to pay $40,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. OIG alleged that Trinity failed to provide appropriate screening or stabilizing treatment for an individual who came to Trinity's emergency department with emergency medical and psychiatric conditions.

06-05-2014 

Indiana Hospital Settles EMTALA Case Involving Allegations of Patient Dumping

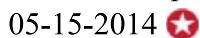
Effective June 5, 2014, the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services entered into a settlement agreement with St. Vincent Jennings Hospital (SVJH). SVJH agreed to pay $25,000 to resolve its liability for civil monetary penalties under the patient dumping statute. Specifically, OIG alleged that SVJH violated the Emergency Medical Treatment and Labor Act (EMTALA) by failing to provide an appropriate medical screening examination to a patient who arrived via ambulance to SVJH's emergency department with an emergency medical condition. OIG was represented in this matter by Associate Counsel Patrick Garcia and Eula Taylor.

06-05-2014 

California Hospital Settles EMTALA Case Involving Patient Dumping Allegations

Olive View - UCLA Medical Center - a county hospital in Sylmar, CA - entered into a settlement agreement with the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services, effective May 23, 2014. The $40,750 settlement resolves allegations that Olive View violated the Emergency Medical Treatment and Labor Act, (EMTALA), by failing to provide an individual with an appropriate medical screening examination (MSE) within the capability of the hospital's emergency department in order to determine whether he had an emergency medical condition.

Specifically, the individual presented to the Olive View emergency department with signs of appendicitis and severe abdominal pain that he rated at a 10 on a 10-point scale. Despite his severe pain and symptoms, he was forced to wait for several hours to receive an MSE. After waiting for 6.5 hours, he left to seek medical screening and treatment at another hospital, where he was diagnosed with acute appendicitis with a large peritoneal abscess and had to undergo an immediate laparoscopic appendectomy. According to EMTALA, if an individual comes to a hospital emergency department and a request is made on his/her behalf for examination or treatment for a medical condition, the hospital must provide for an appropriate MSE within the capability of the emergency department to determine whether or not an emergency medical condition exists. OIG was represented by Associate Counsel Odies Williams, IV. Olive View was represented by Brandi M. Moore of the Los Angeles County Counsel's Office.

05-15-2014 

Mercy Hospital in Miami, FL Settles EMTALA Case

Mercy Hospital - a campus of Plantation General Hospital in Miami, FL - agreed to pay $45,000 to resolve allegations that it failed to provide appropriate medical screening for a 24-day-old baby brought to the hospital's Emergency Department for an emergency medical condition, including persistent low body temperature. The Office of Inspector General (OIG) for the U.S. Department of Health and Human Services alleged that Mercy Hospital violated the Emergency Medical Treatment and Labor Act (EMTALA) by failing to provide adequate evaluation and treatment because it did not address the newborn's low temperature nor did it order any further laboratory tests, such as a blood count, blood chemistry lab, or urinalysis, before telling the parents to take the baby home. Minutes after leaving the hospital, the baby suffered cardiac arrest, kidney injury and potential injury to the brain from lack of oxygen because of an issue with the bowel, known as necrotic bowel. OIG contends that EMTALA is intended to protect vulnerable patients such as newborn babies who cannot articulate their own needs, and medical professionals must consider appropriate diagnostic techniques and adequately listen to family members presenting the baby's chief symptoms.

04-15-2014

Gregory Bohn, M.D., Iowa, agreed to pay $35,000 to resolve his liability for Civil Monetary Penalties under the patient dumping statute. OIG alleged that Dr. Bohn, the on-call surgeon at

Trinity Bettendorf, refused to examine or treat a patient who had an emergency medical condition that required surgery.

02-07-2014
: Claiborne County Medical Center (CCMC), Mississippi, agreed to pay $25,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. OIG alleged that CCMC failed to provide an adequate medical screening examination to a patient who presented to its emergency department.

2013

12-04-2013
: Carolinas Medical Center (Carolinas), North Carolina, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. OIG alleged that Carolinas failed to provide an appropriate medical screening examination or stabilizing treatment to a patient that needed psychiatric treatment.

10-18-2013
: Regional Medical Center at Memphis (RMC), Tennessee, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that RMC failed to provide a medical screening examination to a patient who was refused access to the emergency department and told to go instead to a nearby hospital.

09-03-2013
: Northeast Georgia Medical Center (Northeast), Georgia, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Northeast refused to accept an appropriate transfer of a patient who required Northeast's specialized capabilities.

08-15-2013
: The Finley Hospital (Finley), Iowa, agreed to pay $30,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Finley violated the requirements of the patient dumping statute when it delayed the provision of stabilizing treatment to a patient when it transferred him to another facility based in part upon his status as an IowaCare patient.

08-07-2013
: St. Luke's Hospital (St. Luke's), Iowa, agreed to pay $25,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that St. Luke's violated the requirements of the patient dumping statute when it failed to provide an appropriate medical screening examination by transferring the patient to another facility based in part upon his status as an IowaCare patient.

07-24-2013
: Mahaska Health Partnership (Mahaska), Iowa, agreed to pay $20,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Mahaska failed to provide appropriate medical screening, stabilizing treatment, or an appropriate transfer for an individual who presented to Mahaska with a serious emergency medical condition.

07-15-2013
: East Texas Medical Center Carthage (ETMC Carthage), Texas, agreed to pay $20,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that ETMC Carthage violated the requirements of the patient dumping statute when it failed to provide an adequate medical screening examination to a patient who was 24 weeks pregnant. The patient presented to ETMC Carthage with complaints of uterine contractions and

abdominal pain. The patient was told to seek care in Henderson Texas because ETMC Carthage did not have obstetrical (OB) service and did not have an OB doctor on staff. The patient then left ETMC Carthage by private vehicle.

07-01-2013

Mercy Hospital of Franciscan Sisters (Mercy), Iowa, agreed to pay $20,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Mercy violated the requirements of the patient dumping statute when it failed to provide an adequate medical screening examination, stabilizing treatment, or an appropriate transfer for a patient who presented to Mercy's emergency department after ingesting window de-icer, a product containing the toxin methanol.

04-26-2013

Emory University Hospital (Emory), Georgia, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Emory refused to accept appropriate transfer of a patient who required Emory's specialized capabilities.

04-04-2013

Donalsonville Hospital, Inc. (Donalsonville), Georgia, agreed to pay $25,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Donalsonville failed to provide an adequate medical screening examination to a patient who presented to their emergency department complaining of shortness of breath and chest pain. The patient did not receive any medical examination from a physician and was told he was required to pay a minimum fee of $100 to continue further treatment. The patient chose not to pay the fee and was discharged without receiving an appropriate medical screening examination. The delay in the provision of an appropriate medical screening examination and the imposition of a minimum fee to receive an appropriate medical screening examination were inappropriate.

02-22-2013

Sacred Heart Hospital (SHH), IL, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that SHH failed to provide a medical screening examination for a 63-year old woman who presented to the emergency department and was not breathing. SHH provided no screening and called the Chicago Fire Department who transferred her to another hospital where she was pronounced dead.

01-28-2013

Holmes Regional Medical Center (HRMC), FL, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that HRMC failed to provide a medical screening examination and to adequately stabilize a 30-year old pregnant woman who presented to their emergency department experiencing chest pains, in potential cardiac arrest, and became unresponsive. Both the patient and her baby died.

2012

11-13-2012

University of Chicago Medical Center (UCMC), IL, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that UCMC failed to provide appropriate medical screening and stabilizing treatment within its capabilities to a male patient who presented to their emergency department complaining of severe jaw pain as a result of a physical assault. The results of a CT scan taken by UCMC revealed injuries that needed corrective surgery. UCMC did not provide further treatment and discharged the patient with instructions to go to another hospital for further care.

10-19-2012
: Hackley Hospital (Hackley), Michigan, agreed to pay $90,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Hackley failed to provide stabilizing treatment within its capabilities to a woman in labor and her unborn child prior to transferring her to another hospital for treatment.

10-09-2012
: Southcoast Hospital Group (Southcoast), Massachusetts, agreed to pay $45,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Southcoast failed to provide stabilizing treatment prior to transferring a patient that presented to its emergency department experiencing labored breathing.

09-05-2012
: Duke University Health System d/b/a Duke University Hospital (Duke), North Carolina, agreed to pay $180,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Duke failed to accept five appropriate transfers of individuals with unstable psychiatric emergency medical conditions.

06-15-2012
: Hendricks Community Hospital (Hendricks), Minnesota, agreed to pay $20,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Hendricks failed to provide a medical screening examination and stabilization treatment to a patient that presented to its emergency department. The patient previously had surgery at another hospital and was in serious pain, could not urinate, and needed a catheter placement. An emergency department physician instructed hospital staff to tell the patient he would need to seek treatment at the hospital where his surgery was performed. Hendricks provided no screening or treatment for the patient, even though the patient's pain level was such that it was difficult for him to ambulate.

05-31-2012
: Texas County Memorial Hospital (TCMH), Texas, agreed to pay $20,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that TCMH failed to provide an adequate medical screening examination for a minor. Specifically, the minor presented to TCMH's emergency department (ED) and was accompanied by a family member. TCMH's registration clerk informed the family member that the minor should be treated by her family physician rather than be admitted to TCMH's ED. The minor left TCMH without receiving a medical screen.

03-07-2012
: Northside Hospital (Northside), Florida, agreed to pay $38,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Northside failed to provide an appropriate medical screening examination and stabilizing treatment to a patient with a history of mitral valve replacement. Specifically, the patient presented to Northside's emergency department (ED) by ambulance with flu symptoms and a high fever. A triage nurse instructed the patient to go home and to follow his primary care physician's orders. Two days later the patient presented again to Northside's ED and was admitted to their intensive care unit. On August 8, 2009, the patient died due to influenza A (H1N1).

02-10-2012
: Fort Lauderdale Hospital, Inc. (FLH), Florida, agreed to pay $45,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that FLH failed to provide an appropriate medical screening examination and stabilizing treatment to an autistic patient that presented to FLH's emergency department after physically attacking his mother. A clinical psychologist asked for the patient's insurance information. FLH did not accept the patient's insurance and the patient's mother was instructed to take the patient to another facility.

The patient was seen at another facility and admitted for six days due to a diagnosis of depression.

2011

12-22-2011
: Princeton Baptist Medical Center (PBMC), Alabama, agreed to pay $170,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that PBMC failed to provide care, within its capabilities, to four individuals who were suffering from emergency medical conditions. Three of the individuals presented to PBMC's emergency department with intracranial hemorrhages and one of the individuals presented with multiple fractures of the spinal column.

12-20-2011
: Matthew Pearson, M.D., Tennessee, agreed to pay $35,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Dr. Pearson, while on call at Vanderbilt University Medical Center (Vanderbilt), refused to accept an appropriate transfer of an individual with an unstable emergency medical condition who required the specialized capabilities that were available at Vanderbilt. The patient was transferred to another facility and died shortly thereafter.

12-20-2011
: Vanderbilt University Medical Center (Vanderbilt), Tennessee, agreed to pay $45,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Vanderbilt refused to accept an appropriate transfer of an individual with an unstable emergency medical condition who required the specialized capabilities that were available at Vanderbilt. The patient was transferred to another facility and died shortly thereafter.

11-15-2011
: Schoolcraft Memorial Hospital (SMH), Michigan, agreed to pay $20,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that SMH failed to provide stabilizing treatment to a 15-year-old male who came to SMH's emergency department (ED) for examination and treatment of psychiatric and medical emergencies. The patient presented to SMH's ED after a suicide attempt. The medical screening examination revealed that the patient was suffering from hypotension and abnormal heart rhythm. SMH provided the patient with a psychological assessment and intravenous fluids but did not provide further medical treatment needed to stabilize the patient's medical condition. SMH transferred the patient to a psychiatric facility 169 miles away without stabilizing the patient's vital signs. Forty minutes into the transfer, the patient began experiencing hypotensive episodes.

10-04-2011
: Piedmont Hospital (Piedmont), Georgia, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Piedmont failed to provide an appropriate medical screening examination and stabilizing treatment to a patient that presented with an emergency medical condition. Specifically, the patient presented to Piedmont after being diagnosed with a deep vein thrombosis (DVT) by her private physician. The patient made repeated requests for treatment for eight hours without success. The patient left Piedmont and presented to another hospital where she was diagnosed and treated for a pulmonary embolus in addition to the DVT.

10-03-2011

Springhill Medical Center (SMC), Alabama, agreed to pay $45,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that SMC failed to accept an appropriate transfer of a patient with acute upper gastrointestinal bleeding. The patient was accepted by another hospital approximately 100 miles away and expired the next day.

08-31-2011

Beatrice Community Hospital and Health Center (Beatrice), Nebraska, agreed to pay $30,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Beatrice failed to provide an appropriate medical screening examination and stabilizing treatment to two patients that presented with emergency medical conditions. Specifically, a patient presented to Beatrice complaining of discomfort after removing a feeding tube. The patient was not appropriately screened or stabilized before discharge. Another patient presented complaining of a loss of consciousness and difficulty moving his extremities after falling and hitting his head. The patient was not appropriately screened or stabilized before discharge. The patient later received treatment at another hospital but died as a result of his injury.

08-29-2011

Jewish Hospital & St. Mary's HealthCare (Jewish Hospital), Kentucky, agreed to pay $42,500 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Jewish Hospital failed to provide a medical screening examination or stabilizing treatment to a patient that presented to two of its emergency departments (ED). The patient was suffering from a wrist laceration with arterial bleeding. Emergency Medical Services (EMS) transported the patient to two of Jewish Hospital's ED's that are located on the same property. Both ED's instructed the EMS to transport the patient to another hospital.

08-17-2011

Santa Clara Valley Medical Center (Santa Clara), California, agreed to pay $48,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Santa Clara failed to provide a medical screening examination or stabilizing treatment to a patient that presented to its emergency department (ED) after receiving a referral from a nearby urgent care facility which diagnosed him with severe abnormal hemoglobin results. It was suspected that the patient had some sort of internal bleeding. Upon arrival to Santa Clara's ED, the patient showed a nurse the referral papers and complained of dizziness, blurred vision, and fatigue. The patient was categorized as non-emergent and waited in the waiting room for seven hours. The patient expired in the ED.

07-08-2011

Dallas County Hospital District d/b/a Parkland Health and Hospital System (Parkland), California, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Parkland failed to provide an appropriate medical screening examination to a patient that presented with an emergency medical condition. Specifically, Parkland failed to provide a physician ordered EKG or intravenous monitoring to a 58-year old cardiac diabetic patient. The patient expired of a heart attack.

2010

12-23-2010

North Fulton Hospital (North Fulton), Georgia, agreed to pay $40,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that North Fulton failed to provide a medical screening examination or stabilizing treatment to a patient that

presented to its emergency department (ED). The patient was 30 weeks pregnant and reported with complaints of labor pain to North Fulton's ED upon the advice of her physician.

11-22-2010

Mobile Infirmary (MI), Alabama, agreed to pay $45,000 to resolve its liability for civil monetary penalties under the patient dumping statute. The OIG alleged that MI refused to accept an appropriate transfer to its hospital of a patient in need of specialized capabilities available at MI. The refusal of the transfer request delayed care and treatment for a patient's gastrointestinal bleed. Two hours after the request to MI, the patient was finally transferred to another hospital approximately 60 miles away. En route, the patient's condition deteriorated and the patient had to be transported by helicopter to the receiving hospital. The patient subsequently died that day.

11-16-2010

Houston Northwest Medical Center (HNMC), Texas, agreed to pay $40,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that HNMC failed to provide appropriate medical screening or stabilizing treatment for a pregnant female who came to HNMC's emergency department while having labor contractions.

11-04-2010

November 4, 2010 - Port St. Lucie Hospital (PSLH), Florida, agreed to pay $19,000 to resolve its liability for civil monetary penalties under the patient dumping statute. The OIG alleged that PSLH refused to accept an appropriate transfer to its hospital of a patient in need of specialized capabilities available at PSLH. Specifically, the OIG alleged that PSLH refused to accept the patient based on an erroneous belief that the patient was uninsured. A second transfer request transfer was made the next day and the same nurse at PSLH again denied transfer.

09-07-2010

Providence Hospital, Alabama, agreed to pay $45,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that Providence refused to accept an appropriate transfer to its hospital of a patient in need of specialized capabilities available at Providence. The patient's condition deteriorated and, as a result, the patient was transported by helicopter to another hospital and died that day.

06-14-2010

University of Chicago Medical Center (UCMC), Illinois, agreed to pay $50,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that UCMC failed to provide a medical screening examination or stabilizing treatment to a patient that presented to its emergency department (ED). The liability stems from UCMC failing to log the patient into their system after he presented via ambulance. The patient was left in the waiting area. Approximately three hours later, the patient's daughter approached the triage desk and informed the ED staff that her father still had not been seen. The triage nurse approached the patient and saw that he was non-responsive and had rigor mortis. The ED physician, upon examining the patient, pronounced him dead.

04-27-2010

Olive View UCLA Medical Center (Olive View), California, agreed to pay $25,000 to resolve its liability for Civil Monetary Penalties under the patient dumping statute. The OIG alleged that Olive View's emergency department (ED) did not provide an appropriate medical screening examination (MSE) or stabilizing treatment to a patient that presented to its ED. The liability stems from a 33-year-old patient who presented to Olive View's ED complaining of chest pains. After waiting for over three hours without receiving a MSE, the patient exited the ED, collapsed outside of the building, and despite attempts to resuscitate him, was pronounced dead within minutes.

2009

09-29-2009
: Kaiser Foundation Hospitals - Santa Clara (Kaiser), California, agreed to pay $100,000 for allegedly violating the Patient Anti-Dumping Statute on two separate occasions. On both occasions, Kaiser failed to provide appropriate medical screening examinations and stabilizing treatment. On the first occasion, a 15-year old presented to Kaiser's emergency department (ED) doubled over, crying and complaining of severe abdominal pain. Kaiser discharged the patient and sent her to a pediatric physician group on the hospital's campus. On the second occasion, a 12-year old boy returned to Kaiser's ED after being sent home the night before. He presented with a high fever, continued pain and was lethargic with swollen eyes and face. He was also discharged to the pediatric physician group on the hospital's campus. Over six hours after he presented to the ED, he was admitted to Kaiser's Pediatric Intensive Care Unit where he died the next morning from staphylococcal sepsis.

09-10-2009
: Robert Wood John University Hospital Hamilton (RWJ Hamilton), New Jersey, agreed to pay $65,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that RWJ Hamilton failed to provide a medical screening examination, stabilizing treatment or an appropriate transfer for a mother and her newborn child who came to RWJ Hamilton's emergency department for examination and treatment for a medical condition.

06-04-2009
: Palms West Hospital (PWH), Florida, agreed to pay $50,000 to resolve its liability for CMPs under the patient dumping statute. The OIG alleged that on two separate occasions, PWH refused to accept an appropriate transfer to its hospital of a patient in need of specialized capabilities available at Palms.

06-02-2009
: Plantation General Hospital (PGH), Florida, agreed to pay $40,000 to resolve its liability for CMPs under the patient dumping statute. The settlement resolved allegations that PGH failed to provide an appropriate medical screening examination, stabilizing treatment, and/or an appropriate transfer for a pregnant patient that presented to its emergency department in active labor. A friend drove the patient at very high speeds to another hospital where she delivered her baby minutes after arrival.

03-06-2009
: Research Medical Center (RMC), Missouri, agreed to pay $40,000 to resolve its liability for CMPs under the patient dumping statute. The settlement resolved allegations that RMC failed to appropriately screen and stabilize a patient who presented with severe abdominal pain resulting from an ectopic pregnancy.

02-25-2009
: An Illinois physician agreed to pay $35,000 to resolve his liability for CMPs under the patient dumping statute. The OIG alleged that the on-call physician failed to respond to a request to come to the emergency department to treat a patient that presented with an open leg fracture. The patient was transferred to another facility and underwent emergency surgery.

02-17-2009
: Stanly Memorial Hospital n/k/a Stanly Regional Medical Center (Stanly), North Carolina, agreed to pay $20,000 for allegedly violating the Patient Anti-Dumping Statute on two separate occasions: (1) Stanly failed to provide an appropriate medical screening examination or stabilizing treatment prior to transferring a patient that presented with symptoms of alcohol and polysubstance abuse and depression; and (2) Stanly failed to provide an appropriate medical

screening examination or stabilizing treatment prior to discharging a patient that presented with symptoms of drug abuse.

2008

09-02-2008
: St. Francis Medical Center (St. Francis), Missouri, agreed to pay $20,000 to resolve its liability under section 1867 of the Social Security Act (Act), 42 U.S.C. section 1395dd, the Patient Anti-Dumping Statute. The settlement resolved allegations that St. Francis failed to provide stabilizing treatment to a patient, prior to discharging her, that presented to its emergency department requesting dialysis and complaining of diarrhea and nausea and vomiting for four days, shortness of breath, and chest pains.

08-04-2008
: Baptist Hospital, Inc. (Baptist), Florida, agreed to pay $22,500 to resolve allegations that it failed to provide an appropriate medical screening examination and stabilizing treatment to a man that presented to Baptist's emergency department (ED) via ambulance. The OIG alleged that an EMT informed Baptist that the man had not taken his psychiatric medication, was suicidal, and claimed to hear voices. Baptist failed to perform a medical screening examination of the patient and he was left unsupervised in the triage area. The patient complained to the registrar that his suicidal thoughts were growing stronger, but the registrar told him that he would have to continue to wait. After waiting for approximately 45 minutes, the patient left the hospital and walked to an adjacent parking lot and lacerated his right arm. The patient was taken by ambulance back to Baptist and admitted for 16 days of psychiatric treatment.

06-30-2008
: Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Medical Center (Cape Fear), North Carolina, agreed to pay $42,500 to resolve allegations that it failed to provide an appropriate medical screening examination and stabilizing treatment to a 13 year-old mentally ill girl who threatened to kill herself. The patient was allegedly seen by a physician for approximately 5 minutes before she was released. Less than 50 minutes after the physician saw the patient, the patient jumped out of a car traveling approximately 40 miles per hour and fractured her skull.

06-25-2008
: Rogers Memorial Hospital, Wisconsin, agreed to pay $30,000 to resolve allegations that it failed to provide an appropriate medical screening examination and stabilizing treatment to a 57 year-old woman that presented to the hospital's emergency department with her family. The woman had a history of depression. The OIG alleged that the hospital informed the patient and her family that they did not accept Medicaid patients in her age group. The patient was transported by her family to another hospital where she was admitted for depression and suicidal ideations.

05-07-2008
: Ephraim McDowell Regional Medical Center (EMRMC), Kentucky, agreed to pay $25,000 to resolve allegations that its emergency department physician redirected an ambulance arriving on hospital property with a woman with elevated blood sugar and a decreased level of consciousness without first providing an adequate medical screening examination to the woman.

03-14-2008

Denver Health Medical Center (Denver Health), Colorado, agreed to pay $20,000 to resolve allegations that it refused to accept an appropriate transfer of an individual who required Denver Health's specialized Level I trauma capabilities after an automobile accident.

03-06-2008

Tomball Regional Hospital (TRH), Texas, agreed to pay $32,500 to resolve allegations that it violated the screening and stabilization provisions of the Patient Anti-Dumping Statute. The OIG alleged that TRH failed to provide proper screening and stabilization to a patient who presented to its emergency department in a combative state and on narcotics. The patient had a psychiatric history of attention deficit disorder. The ED physician did not request a psychiatric consultation with the on-call psychiatrist. Instead, the patient was discharged with a final diagnosis of drug intake. Approximately an hour later, the patient arrived at another hospital accompanied by the police. The patient was admitted and diagnosed with having a bipolar disorder.

03-03-2008

Orlando Regional Healthcare Systems, Inc. (ORHS), Florida, agreed to pay $85,000 for allegedly violating the Patient Anti-Dumping Statute on three separate occasions: (1) ORHS inappropriately transferred a 27-year old female in active labor; (2) ORHS did not accept a patient referred to one of its facilities under the Baker Act; and (3) ORHS failed to provide an appropriate medical screening examination for a patient who arrived at its emergency department.

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- **Select Agents and Toxins**

In each CMP case resolved through a settlement agreement, the settling party has contested the OIG's allegations and denied any liability. No CMP judgment or finding of liability has been made against the settling party.

2014

08-11-2014

A Florida laboratory agreed to pay $50,000 to resolve its liability for violating the select agent regulations. OIG alleged that the laboratory violated the select agent regulations by: (1) its Responsible Official failing to ensure compliance with the Select Agent regulations; (2) failing to ensure an accurate and current inventory of each select agent in long term storage; and (3) failing to notify CDC and appropriate Federal, State, or local law enforcement agencies upon discovery of a missing select agent.

04-25-2014

An Arizona research university agreed to pay $165,000.00 to resolve its liability for violating the select agent regulations by failing to: (1) maintain current and accurate inventory records regarding certain select agents; (2) implement biosafety and containment procedures commensurate with the risks associated with the select agents and toxins in its possession; and (3) failed to ensure compliance with the requirement of 42 C.F.R. Part 73.

2011

12-19-2011

An Alabama non-profit organization agreed to pay $25,000 to resolve its liability for violating the select agent regulations by failing to comply with authorized transferred requirements as it pertained to receiving an international shipment of select agents without prior Center for Disease Control authorization.

06-29-2011

A California registered entity entered into a settlement for $50,000 to resolve its liability under the Public Health Security and Bioterrorism Preparedness and Response Act, 42 U.S.C. § 262a, and 42 C.F.R. § 73.21, which authorizes a civil monetary penalty for violations of the select agent regulations, 42 C.F.R. Part 73. The alleged violations related to the entity's possession, use, or transfer of a regulated toxin without a valid certificate of registration; receipt of a regulated toxin without prior approval; unauthorized access to a regulated toxin; and failure to have an inventory system that accurately accounted for the regulated toxin inventory.

2010

05-25-2010

A South Dakota laboratory agreed to pay $40,000 to resolve its liability for violating the select agent regulations. The OIG alleged that the laboratory allowed several individuals unauthorized access to areas where select agents and toxins were stored and failed to secure a refrigerator and freezer containing select agents and toxins.

05-11-2010

A Texas university agreed to pay $47,000 to resolve its liability for violating the select agent regulations. OIG alleged that the university allowed several individuals unauthorized access to a laboratory containing select agents or toxins and failed to secure a freezer contain select agents. The university self-disclosed the allegations to CDC, and fully cooperated in the investigation of the matter.

2009

10-26-2009

A Wisconsin university agreed to pay $40,000 to resolve its liability for violating the select agent regulations. OIG alleged that the university conducted restricted experiments with a select agent without obtaining prior approval from CDC, as required by the select agent regulations. The university self-disclosed these unauthorized experiments to CDC, and fully cooperated in the investigation of this matter.

03-06-2009

A Missouri company agreed to pay $110,000 to resolve allegations that it violated the select agent regulations by engaging in three unauthorized transfers of select agents and by submitting documents to the CDC that indicated two of the transfers had not yet occurred when in fact the entity had already received the agents.

2008

08-16-2008

A Texas University agreed to pay $1 million to resolve its liability for numerous violations of the select agent regulations. OIG's allegations included the following: failure of the university's Responsible Official (RO) to apply for an amendment to the university's certificate of

registration; failure of the RO to receive the necessary approval prior to university researchers conducting aerolization experiments with select agents; failure of the RO to be familiar with and ensure compliance with the requirements of the select agent regulations; failure of the RO to ensure that deficiencies identified during annual inspections were corrected; failure to obtain CDC approval to conduct restricted experiments with a select agent; allowing researchers, on multiple occasions, to have access to select agents without prior CDC approval and without having the appropriate education, training, and/or experience to handle or use select agents; failure to investigate whether elevated titers of three laboratory workers were caused by occupational exposure to a select agent; failure to ensure that appropriate biosafety and security plans were implemented; failure to ensure that laboratory personnel were trained in biosafety and security; failure to maintain a current list of individuals with access approval to select agents and toxins; failure to keep records of access to at least seven laboratory rooms where select agent work was conducted; failure to implement an accurate record keeping system for its select agent inventory; and failure to report occupational exposures to select agents.

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