

## SETTLEMENT CONFERENCE FACILITATION AGREEMENT OF PARTICIPATION

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To request an OMHA Settlement Facilitation Conference, please submit this form, your request, and the Settlement Conference Facilitation Request Spreadsheet. Electronic submission of all materials is mandatory (Note: Electronic signatures are not acceptable. Please scan your Agreement of Participation, with original signatures, into PDF format and submit on a CD or flash drive).

For more information on the OMHA Settlement Conference Facilitation process, please visit the OMHA website at [www.hhs.gov/omha](http://www.hhs.gov/omha) or contact us at [OMHA.SCF@hhs.gov](mailto:OMHA.SCF@hhs.gov).

Please send your complete request package to the following address:

U.S. Department of Health and Human Services  
Office of Medicare Hearings and Appeals  
Settlement Conference Facilitation Program  
5201 Leesburg Pike  
Suite 1300  
Falls Church, VA 22041

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### Settlement Conference Terms

*Instructions: Appellants please complete the section below. Only original signatures will be accepted.*

I understand and agree to the following:

- An individual authorized to sign a binding agreement on behalf of the appellant(s) must be present at the Settlement Conference Facilitation session and the request for Settlement Conference Facilitation will be closed if an authorized individual does not appear at the conference;
- The appellant has not filed for bankruptcy and/or is not expected to file for bankruptcy in the future;
- I understand that the settlement agreement may be void if the appellant has filed for bankruptcy or is expected to file for bankruptcy in the near future;
- Regardless of whether a settlement agreement is reached, I will not seek fees under the Equal Access to Justice Act (EAJA);
- I understand the Centers for Medicare and Medicaid Services (CMS) will not pay fees under EAJA;
- I agree to limit discussion of the claims in my Settlement Conference Facilitation Spreadsheet to the Settlement Conference Facilitation process. I verify that the claims on the spreadsheet meet the Settlement Conference eligibility requirements;
- I agree that I will not separately contact any individual within any division of CMS or its contractors regarding such claims throughout the duration of the Settlement Conference Facilitation process.
- If a settlement agreement is reached, it will be binding and not appealable;
- If a settlement agreement is reached, by signing the agreement, I will be agreeing to withdraw all of the requests for an ALJ hearing and not pursue further appeals for the claims covered by the settlement agreement; and
- If a settlement is reached, the settlement does not exempt the claims from review for potential fraud and any civil or criminal actions that commence as a result of such a review.
- I understand that these terms apply to all of the providers/suppliers listed in the **Provider/Supplier Identification** section of this Agreement of Participation.

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Appellant Signature

Appellant Printed Name

Date

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## Appointed Representative Acknowledgement

*Instructions: Required completion if the appellant(s) representative will be signing the settlement agreement on behalf of the appellant(s). Only original signatures will be accepted.*

The representative identified below is authorized by the appellant(s) listed in the **Provider/Supplier Identification** section to participate in the Settlement Conference Facilitation process and sign an agreement on behalf of the appellant(s). The representative has advised the appellant(s) that any agreement signed on the appellant(s) behalf will be binding on the appellant(s), and will include an agreement that the appellant(s) is withdrawing all of the requests for an ALJ hearing and not pursuing further appeals for the claims covered by the settlement agreement. The representative fulfilled his/her duty to advise the appellant(s) of the consequences of withdrawing a request for an ALJ hearing and the subsequent dismissal that will result from that action. Further, the representative agrees to limit discussion of the claims under review to the Settlement Conference Facilitation process. The representative will not separately contact any individual within any division of CMS or its contractors regarding such claims throughout the duration of the Settlement Conference Facilitation process.

Appellant Signature	Appellant Printed Name	Date
Representative Signature	Representative Printed Name	Date

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## Agreement to Participate in Settlement Conference Facilitation

*Instructions: This section must be completed by every individual who will be in attendance at the settlement conference, regardless of actual participation in the settlement conference. Failure of every individual in attendance to complete this agreement will result in rejection of an appellant's request for settlement conference facilitation. If additional signature lines are needed, please download and complete the Addendum to Agreement to Participate in Settlement Conference Facilitation. Only original signatures will be accepted.*

*OMHA will forward this document to CMS for completion after it is signed by the appellant and submitted to OMHA with the complete request for settlement conference package.*

As parties to this settlement conference, we voluntarily agree to mediation in the conference. We understand that mediation may be terminated at any time by either the parties or by the facilitators.

The facilitators have no authority to decide any case and are not acting as advocates or attorneys for any party. The parties have a right to representation during the settlement conference.

The confidentiality provisions of the Administrative Dispute Resolution Act (ADRA) apply to this settlement conference. The ADRA focuses primarily on protecting private communications between parties and the facilitator. Under ADRA, a party's oral communications to the facilitator during settlement conference mediation are protected. Written communications which a party prepares for mediation and gives only to the facilitator are also protected.

There are exceptions to the confidentiality provisions in ADRA. Statements made with all the other parties present or documents provided to other parties are not confidential. Also, in unusual circumstances, a court can order disclosure of information that would manifest injustice, help establish a violation of law, or prevent harm to public health and safety. Further, information concerning fraud and criminal activity or threats of imminent harm will not be considered confidential in this settlement conference.

No party shall be bound by anything said or done at the settlement conference, other than agreement to these terms and conditions, unless a written settlement is reached and executed by all necessary parties. By signature below, we acknowledge that we have read, understand, and agree to the terms and conditions stated herein.

Appellant or Representative Signature	Appellant or Representative Printed Name	Date
Appellant or Representative Signature	Appellant or Representative Printed Name	Date
Appellant or Representative Signature	Appellant or Representative Printed Name	Date
CMS Authorized Staff Signature	CMS Authorized Staff Printed Name	Date
CMS Authorized Staff Signature	CMS Authorized Staff Printed Name	Date
OMHA Facilitator Signature	OMHA Facilitator Printed Name	Date
OMHA Facilitator Signature	OMHA Facilitator Printed Name	Date

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