
OMHA SETTLEMENT CONFERENCE FACILITATION PILOT
SETTLEMENT AGREEMENT

Appellant Name: **Provider/Supplier**

National Provider Identifier (NPI): **00000000**

CMS Certification Number (CCN) or
Provider Transaction Number (PTAN): **000000**

QIC Numbers: **See Page 5 of this Settlement Agreement and the Settlement Agreement Spreadsheet**

ALJ Appeal Number(s): **See Page 5 of this Settlement Agreement and the Settlement Agreement Spreadsheet**

PARTIES

This Settlement Agreement (*Agreement*) is between Provider/Supplier (as identified by the NPI number(s) stated above)) and the Centers for Medicare & Medicaid Services (*CMS*) (collectively referred to as the *Settlement Parties*) with respect to the Medicare fee-for-service claims identified in the attached Settlement Agreement Spreadsheet (*Spreadsheet*) and page 5 of this agreement. This agreement is effective as of the date of the last signature hereto.

BACKGROUND

WHEREAS, Provider/Supplier has sought Administrative Law Judge review within the Office of Medicare Hearings and Appeals (OMHA) of CMS reconsideration decision(s) denying pre-payment and/or post-payment reimbursement of the Medicare claims identified in the Spreadsheet and page 5 of this agreement; and

WHEREAS, Provider/Supplier and CMS desire to resolve the dispute regarding the claims identified in the Spreadsheet and page 5 of this agreement by entering into a settlement agreement; and

WHEREAS, the purpose of this agreement is to solely terminate the dispute surrounding the denied claims specified in the Spreadsheet and page 5 of this agreement.

NOW THEREFORE, Provider/Supplier and CMS, intending to be legally bound, hereby enter into the following Settlement Agreement.

TERMS

1. General Terms of Settlement, Payment Calculation

- **Basic Agreement:** The claims at issue are specified in the Spreadsheet and page 5 of this agreement. CMS agrees to calculate payment based upon a percentage term of **X%**.
- **Percentage (%) terms in this agreement:** For pre-payment denials at issue in this agreement (including down-coding), the percentage agreed to by CMS is a percentage of the Medicare approved amount less the applicable deductible and/or co-insurance (that is, the percentage is applied only after the deductible and/or co-insurance has been subtracted from the Medicare approved amount), if any. Where down-coding is involved, the amount already paid by Medicare (constructively or otherwise) is subtracted from the preceding calculated amount. For post-payment denials at issue in this agreement, the percentage agreed to by CMS is the percentage by which CMS will reduce the overpayment(s) at issue.
- CMS will not perform claim-by-claim adjustments or reprocessing in order to effectuate this agreement.
- CMS payments, if any, to Provider/Supplier will be made in accordance with CMS' usual business practices, including any applicable recoupment and/or offset.

- Any payment due based upon the settlement terms in this document may be subject to offset, at the time of payment, for any amounts that may be due and owing to any department, agency, or agent of the United States by Provider/Supplier.
- CMS will issue payment, as appropriate, by electronic funds transfer or check within 120 days from the effective date of this agreement or agreement on the calculation of the Medicare net amount after applicable reductions for pre-payment denials and/or the recalculation after the percentage reduction for post-payment denials, whichever is later.

2. Interest:

- Provider/Supplier will be charged interest on the amount due, if any, in accord with CMS' normal policies.
- CMS will not pay interest to Provider/Supplier pursuant to 42 CFR § 405.378(j) as there will be no Administrative Law Judge decision order for the claims identified in the Spreadsheet and pages 5 of this agreement.

3. Releases:

- The Settlement Parties understand that this agreement releases CMS from all of the following:
 - From all claims, demands, obligations, causes of actions, damages, costs, expenses, and compensation of any nature relating to the claims in the Spreadsheet and page 5 of this agreement;
 - From any type of damage, whether compensatory or punitive relating to the claims in the Spreadsheet and page 5 of this agreement; and
 - Medicare claims for items or services identified in the Spreadsheet and page 5 of this agreement.
- The Settlement Parties understand that this agreement does not release any of the following:
 - Any claim arising under criminal law;

- Any criminal, civil, or administrative claims, rights, or defenses arising under Title 26, United States Code (Internal Revenue Code);
 - Any claims, rights, or defenses arising under 31 U.S.C. §§ 3729 et seq. (False Claims Act); 31 U.S.C. § 3801, et seq. (Program Frauds Civil Remedies Act); 42 U.S.C. §§ 1320a-7a (Civil Monetary Penalties Statute); or any common law cause of action for fraud;
 - Any contribution or indemnity claims against entities or individuals other than the Settlement Parties;
 - Any obligations created by this Agreement;
 - Any claims, rights, or defenses not specifically released or relinquished in this Agreement;
 - Any Medicare Secondary Payer (MSP) requirements or obligations;
 - Any requirements or obligations related to Medicare Part C or Part D;
 - Any Medicare obligations or requirements related to Medicare claims for items or services not identified in this Agreement's Spreadsheet or page 5 of this agreement.
- This agreement is binding on Provider/Supplier as represented by NPI number(s) identified above (and their successors, assigns, and agents), but not upon third parties.
 - This agreement releases any and all rights to further administrative review, judicial review, or waiver of recovery with respect to the claims identified in the Spreadsheet and page 5 of this agreement.

4. Withdrawal of Existing Appeals

- Provider/Supplier hereby withdraws its requests for Administrative Law Judge hearing for the claims identified in the Spreadsheet and page 5 of this agreement. Provider/Supplier understands that withdrawing its request(s) for Administrative Law Judge hearing will result in an Administrative Law Judge dismissal order for all of the claims in the Spreadsheet or on page 5 of this agreement. Provider/Supplier acknowledges that it will not pursue further appeals on the claims identified in the Spreadsheet. If a representative is signing on behalf of the

Provider/Supplier, the representative acknowledges that he or she has advised Provider/Supplier of the consequences of the withdrawal and dismissal of its request(s) for Administrative Law Judge hearing.

- Provider/Supplier withdrawal of its request(s) for Administrative Law Judge hearing is effective as of the date of the last signature in this agreement.

Provider/Supplier understands OMHA will process withdrawal of its request(s) and issue a dismissal order in accordance with OMHA business practices (which may result in all of the claims identified in this agreement being combined into one Administrative Law Judge appeal number).

5. Appeals Subject to this Agreement: Abbreviated Table and Complete Settlement Agreement Spreadsheet (complete spreadsheet totals X pages)

[Abbreviated table from Settlement Agreement Spreadsheet]

6. Miscellaneous:

- No Admission -- This agreement does not constitute an admission of fact or law by the Settlement Parties and shall in no way affect the rights, duties, or obligations the Settlement Parties may have with respect to other issues not covered by this agreement. This agreement does not constitute an admission of liability by Provider/Supplier or CMS.
- This agreement does not create precedent and does not create or represent any change in CMS policy.
- This agreement shall not be changed by Provider/Supplier or CMS once executed.
- The Settlement Parties have entered into this agreement voluntarily.
- Provider/Supplier agrees that it will not identify any claims subject to this agreement, and as identified in the Spreadsheet and page 5 of this agreement, as bad debts for the purposes of any cost report.
- Costs and Attorney Fees --The Settlement Parties bear their own costs and attorney's fees in pursuance of this Agreement.
- Equal Access to Justice Act -- Provider/Supplier understands and agrees that it will not make any claims for, and CMS will not pay, fees under the Equal Access to Justice Act (EAJA) for pursuing administrative appeals and this Agreement on the claims identified in the Spreadsheet and/or on page 5 of this agreement.
- Right to Void This Agreement -- CMS has the right to void this agreement if there is reliable evidence that the initial determination regarding the claims at issue of this agreement were procured by fraud as defined in 42 C.F.R. § 405.902.
- The persons who have executed this agreement below represent that they are fully authorized to sign this agreement on behalf of the Settlement Parties.

- This agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

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