

<b>TITLE:</b> Excluded Persons Policy	<b>POLICY DESCRIPTION:</b> Prohibition Against Contracting with Any Ineligible Person
<b>PAGE:</b> 1 of 4	<b>TYPE:</b> Compliance and Ethics
<b>EFFECTIVE DATE:</b> August 1, 2004	<b>REFERENCE NUMBER:</b> HPG.001

**SCOPE:** All departments within HPG, particularly National Agreements.

**PURPOSE:** To ensure that HPG does not contract with any Ineligible Person.

**POLICY:** HPG may not contract with any Ineligible Person. Additionally, pending the resolution of any criminal charges or proposed debarment or exclusion, individuals and companies with whom HPG currently contracts who are charged with criminal offenses related to health care, or proposed for debarment or exclusion, must be removed from direct responsibility for or involvement in providing any products or services related to any federally-funded health care program. If resolution results in conviction, debarment or exclusion of the individual or company, HPG must immediately cease contracting with that Ineligible Person and advise HPG members that such individual or company has been convicted, debarred or excluded.

**DEFINITIONS:**

**Ineligible Person** - Any individual or entity who: (i) is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal health care programs; or (ii) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**SanctionCheck.com** – The Compliance Concepts, Inc. (CCI) website enables verification of individual or company exclusions using a batch file of multiple individuals or companies that is processed against the OIG Sanction Report and the GSA List at the same time. Instructions for individual and batch search using SanctionCheck.com are on the website at <http://www.sanctioncheck.com>.

**Vendor** – Any entity doing or seeking to do business with HPG.

**PROCEDURE:**

1. Before entering into or renewing any agreement, HealthTrust Purchasing Group (“HPG”), will ensure the proposed Vendor is not an Ineligible Person.
2. Before entering into any agreement, the HPG contracting department shall require the prospective Vendor to state that it is not an Ineligible Person.
3. HPG must compare the name of each potential Vendor to the General Service Administration’s List of Parties Excluded from Federal Programs (the GSA List”) and the HHS/OIG List of Excluded Individuals/Entities (the “OIG Sanction Report”) and verify the potential contractor is not an Excluded Entity prior to signing any agreement.

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4. The GSA List and the OIG Sanction Report are on the Internet in searchable formats at, respectively:
  - <http://epls.arnet.gov> ; and
  - <http://exclusions.oig.hhs.gov>.
  - Alternatively, both lists may be searched simultaneously at: <http://www.sanctioncheck.com>.
5. Should an individual or company appear on either the GSA List or the OIG Sanction Report (the "Report"), HPG may not contract with that individual or company until the charges are resolved and it is clear the individual or company will not be excluded or debarred.
6. Should an individual or company provide satisfactory evidence they are not the individual or company that appears on the Report, that individual or company may be considered eligible to do business with HPG.
7. If an HPG member advises HPG that an HPG Vendor is listed on either the GSA List or the OIG Sanction Report, then HPG will ascertain whether or not the listed Ineligible Person has an agreement with HPG. If such an agreement exists, HPG is responsible for confirming potential matches. If a match is confirmed and the Vendor is an Ineligible Person on the GSA List and/or the OIG Sanction Report, HPG must terminate the contract and work with the appropriate member reimbursement department(s) to address any potential cost reporting issues.
8. If no HPG agreement exists with a Vendor determined to potentially be an Ineligible Person, then HPG must inform the CEO at the facility that contracted with the potentially Ineligible Person. The facility CEO, or designee, is responsible for confirming the match. If the Vendor is an Ineligible Person on the GSA List and/or the OIG Sanction Report, the facility CEO, or designee, will be responsible for taking appropriate actions, including terminating any contract and working with the appropriate reimbursement personnel to address any potential cost reporting issues.
9. Each incidence in which an existing contracted Vendor is confirmed to be an Ineligible Person must be reported to the Ethics and Compliance Officer (ECO) for HPG. The ECO will report each such incidence to each equity partner.
10. Documentation: Whenever a search of a Vendor or potential Vendor is conducted on the GSA List or the OIG Sanction Report, the Search Results screen must be printed and a copy must be maintained by HPG, whether or not the results indicate a match. If a quarterly check is done by running a comparison of contractor data against downloadable GSA List or OIG Sanction Report data, the search results must be documented (*e.g.*, printing the search results) and should be maintained in a HPG master exclusion verification file.

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11. Documentation required for searches performed on SanctionCheck.com:
  - a. Documentation required when batch file results from SanctionCheck.com indicate a possible OIG or GSA List match:
    - An individual or company name certificate must be printed whenever a search results in a "Yes" (possible match) for an individual or company for either the OIG or GSA.
    - An individual or company certificate summary must be printed for all "Positive Matches Only" (both OIG and GSA possible matches).
  - b. Documentation required regardless of SanctionCheck.com search results:
    - The "All Names Submitted" file must be downloaded when the Batch Results page displays.
    - The list used to develop a batch search must be printed and saved.
  - c. Affidavits: Affidavits collected to confirm an individual company is not the individual or company identified on the GSA List must be maintained with the search results that indicated a potential match.
  - d. All documents pertaining to an incidence in which a listed individual or company is confirmed to be an Ineligible Person are to be maintained in HPG's Vendor file or in a master exclusion verification file filed by year and alphabetized. Such documents must be maintained for a minimum of five (5) years.
12. All documents pertaining to an incidence in which a listed Vendor is confirmed to be an Ineligible Person must be maintained for a minimum of five (5) years.
13. The following language is to be included in all HPG Requests for Information (RFIs) submitted to potential contractors:
 

HPG seeks to comply with all Federal and state laws and regulations including the requirement not to contract with sanctioned individuals or companies. Has your company or any individual employed by your company been listed by a Federal Agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs?"
14. An appropriate response to this question is mandatory before a Vendor may be qualified to contract with HPG.

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15. The following language is to be included in all HPG agreements with vendors (the names of the parties listed in brackets should be changed to conform to the names used in the agreement and the brackets eliminated in the final document). Changes to this language may only be made as approved in advance by HPG legal counsel.

“[Vendor] represents and warrants to HPG and HPG members purchasing under this Agreement, that [Vendor], its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in [Vendor] being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement and [Vendor] shall immediately notify HPG of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give HPG the right to terminate this Agreement immediately for cause.”

16. The attached addendum may be used for amending existing agreements that do not contain the Warranty of Non-exclusion language stated in Paragraph 15 above. The names of the parties listed in brackets should be changed to conform to the names used in the agreement and the brackets eliminated in the final document.

**REFERENCES:**

OIG Model Compliance Plan for Laboratory, 62 FR 9435-9440  
 OIG Model Compliance Program Guidance for Hospitals, 63 FR 8987-8998  
 Compliance Concepts, Inc. (CCI) website: [www.SanctionCheck.com](http://www.SanctionCheck.com)

**ADDENDUM**

HPG: HealthTrust Purchasing Group, LP and

**Vendor:** \_\_\_\_\_

**Facility:** \_\_\_\_\_

**Contract Date\*:** \_\_\_\_\_

**Product/Services:** \_\_\_\_\_

Vendor and HPG hereby agree that the following terms are added to the above identified agreement(s):

[Vendor] represents and warrants to HPG and HPG members purchasing under this Agreement that [Vendor], its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in [Vendor] being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement and [Vendor] shall immediately notify HPG of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give HPG the right to terminate this Agreement immediately for cause.

Accepted and agreed to by:

**Vendor:** **HealthTrust Purchasing Group, LP**  
**By CMS GP LLC, its general partner**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* If more than one contract exists, then state “all, including those on attached list” and attach a list with all contracts listed thereon to this Addendum.