

POLICY INFORMATION

Policy Title: Government Exclusion from Participation and Ineligible Persons Policy and Procedure

Departmental Owner: Chief Compliance, Audit, and Privacy Officer

Version Effective Date: 12/21/2023

Last Reviewed: 12/21/2023

SCOPE

This policy applies to the following individuals and/or groups:

- All of the below categories
 All Employees CT Employees NY Employees Remote Employees Contractors Volunteers Students/Interns Vendors

This policy applies to all above listed Nuvance Health workforce members including but not limited to the following locations:

- All of the below entities
- | | | |
|---|--|---|
| <input type="checkbox"/> Nuvance Health Systems | <input type="checkbox"/> Health Quest Systems, Inc. "(NHSI)" | <input type="checkbox"/> Western Connecticut Home Care, Inc ("WCHN") |
| <input type="checkbox"/> Danbury Hospital (including New Milford Hospital Campus) | <input type="checkbox"/> Health Quest Home Care, Inc | <input type="checkbox"/> Western Connecticut Health Network Physician Hospital Organization ACO, Inc. |
| <input type="checkbox"/> Northern Dutchess Hospital | <input type="checkbox"/> Hudson Valley Cardiovascular Practice, P.C. (aka The Heart Center) ("HVCP") | <input type="checkbox"/> Western Connecticut Home Care, Inc |
| <input type="checkbox"/> Norwalk Hospital | <input type="checkbox"/> Other NHSI-affiliated Entities Not Listed | <input type="checkbox"/> Other WCHN-affiliated Entities Not Listed |
| <input type="checkbox"/> Putnam Hospital | | <input type="checkbox"/> Nuvance Health Medical Practices (NHMP PC, NHMP CT, ENYMS & HVCP) |
| <input type="checkbox"/> Sharon Hospital | | |
| <input type="checkbox"/> Vassar Brothers Medical Center | | |

POLICY STATEMENT/PURPOSE

Nuvance Health and its affiliates ("Nuvance") are committed to adhere to the highest ethical and legal standards in all of its activities and to, whenever possible and in Nuvance's control, ensure that all Nuvance's personnel and persons with whom Nuvance interacts with on a regular basis maintain the same commitments. Nuvance does not employ or contract with individuals or entities that have been excluded by, debarred from, or ineligible to participate in any Federal healthcare program, precluded by the Centers for Medicare and Medicaid Services, or is convicted of a criminal offense in relation to the provision of health care.

DEFINITIONS

Covered Individuals and/or Entities: Individuals and entities that provide, prescribe, order, or participate in any way in the provision of items or services that are to be reimbursed, directly or indirectly, in whole or in part, by Federal Healthcare Programs. Covered Individuals and/or Entities include all Nuvance Health workforce members, business affiliates, and agents. Workforce members shall include any of the following individuals at Nuvance Health: Members of the Nuvance Health Board and the boards of any Nuvance Health related entity; President/Chief Executive Officer; administrators; managers, officers; employees, affiliates; medical staff members; appointees; volunteers; personnel; interns; students, trainees, and any individual

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whose conduct is under direct control of Nuvance Health whether or not they are paid by Nuvance Health. Business Affiliates shall include any non-workforce member, contractor, independent contractor, vendor, person, subcontractor or third-party, who or that, in acting on behalf of Nuvance Health: (i) delivers, furnishes, prescribes, directs, orders, authorizes, or otherwise provides Federal healthcare program items and services; (ii) performs billing or coding functions; (iii) contributes to Nuvance Health's entitlement to payment under Federal healthcare programs; and (iv) is affected by one or more of Nuvance Health's risk areas through the Business Affiliate's interaction with, or performance of their role, functions, and responsibilities or provision of contracted services at Nuvance Health. Agents include individuals or entities that have entered into an agency relationship with Nuvance Health. Agents fall under the category of either Workforce Member or Business Affiliate depending on their role, functions, and responsibilities.

Commitment: An act by an employee or agent that obligates or appears to obligate Nuvance to either pay consideration (in cash or in kind) to any third party for goods or services, or provide goods or services to a third party. An example of a Commitment would be making a formal employment offer, signing a contract, issuing a purchase order, etc.

Ineligible Person: An individual who, or entity that is, currently excluded from participation in any Federal Healthcare Program or has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

Federal Healthcare Program: Any plan or program that provides health benefits, whether directly through insurance, or otherwise, which is funded directly or indirectly, in whole or in part, by the United States Government or a state healthcare program, including without limitation: Medicare, Medicaid, Tricare and Veterans programs.

POLICY

Nuvance will not employ, contract with, subcontract with, engage the services of, grant medical staff privileges, or otherwise utilize any Covered Individuals and/or Entities that are or have become an Ineligible Person.

Every Covered Individual and/or Entity will be required to disclose during the hiring or contracting process whether they are an Ineligible Person. Nuvance is prohibited from making a Commitment with a Covered Individual and/or Entity prior to verifying that the Covered Individuals and/or Entities have not been excluded from any Federal Healthcare Program and have not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a) but has not yet been excluded. Every Covered Individual and/or Entity is required to disclose to Nuvance immediately if they become an Ineligible Person.

In addition, Nuvance will not knowingly bill any Federal or State healthcare program for items or services that are administered, furnished, ordered, or prescribed by any Ineligible Person.

PROCEDURE

If Nuvance has actual notice that an Covered Individual and/or Entity has become an Ineligible Person, Nuvance shall remove such person from responsibility for, or involvement with, Nuvance's business operations related to the Federal health care program(s) from which such person has been excluded and shall remove such person from any position for which such person's compensation or the items or services furnished, ordered, or prescribed by such person are paid in whole or part, directly or indirectly, by any Federal Healthcare Program(s) from which such person has been excluded at least until such time as such person is reinstated into participation in such Federal Healthcare Program(s).

If Nuvance has actual notice that an Covered Individual and/or Entity is charged with a criminal offense that falls within the scope of 42 U.S.C. § 13230a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during the individual and/or entity's employment or contract term, Nuvance shall take all appropriate actions to ensure that the responsibilities of that person have not and shall not adversely affect the quality of care rendered to any beneficiary or the accuracy of any claims submitted to any Federal Healthcare program.

All requirements in this procedure will be governed by these principles.

Exclusion Checks for Workforce Members (Non-Provider)

1. Once a conditional offer of employment has been made, the prospective employee must complete onboarding forms that include specific questions as to whether such individual has been listed as excluded by the Health and Human Services Office of the Inspector General ("OIG"), the Government Services Administration ("GSA"), or the New York State Office of the Medicaid Inspector General ("OMIG"), and whether such individual has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, offenses related to the delivery of an item or service under Medicare, patient abuse or neglect, healthcare fraud, or felony conviction relating to a controlled substance. Falsification or omission of any significant information presented or requested on the employment application or interview process may result in rejection of employment.

On an individual basis during the onboarding process, Human Resources ("HR") will check all new potential workforce members against the designated compliance vendor. Documentation to support the exclusion check will be included in the prospective workforce member file, held by HR. Nuvance shall not make a final offer of employment to any workforce member whose name appears on the OIG, GSA, or OMIG, databases, or who is an Ineligible Person, unless advised differently by the Compliance Office. HR will discuss any potential issues that are identified with the Compliance Office and respective operational leader.



2. Every thirty days, a comprehensive list of workforce members will be submitted to the Compliance Office, by a designee in the HR Department, which will then be submitted to the designated Compliance vendor for exclusion screening.
3. Any existing workforce member whose name appears on the OIG, GSA, and OMIG databases, or who becomes an Ineligible Person will be subject to immediate suspension, unless advised differently by the Compliance Office. If any workforce member disputes the appropriateness of an exclusion or debarment, such workforce member will be granted up to five (5) business days to resolve the dispute and to provide additional information to HR and the Compliance Office. If the dispute is not satisfactorily resolved, in the sole discretion of Nuvance, within the five (5) days, the employment relationship may be terminated.

Exclusion Checks for Employed Providers

1. As part of the hiring process, the prospective provider must disclose whether such an individual has been listed as excluded by the OIG, GSA, OMIG, and whether such individual has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, patient abuse or neglect, healthcare fraud, or felony conviction relating to a controlled substance. Falsification or omission of any significant information presented or requested on the documentation or interview process may result in rejection of employment.

On an individual basis during the onboarding process, the respective employee charged with oversight of provider recruitment will check all new potential providers against the designated compliance vendor. Documentation to support the exclusion check will be included in the prospective provider file. Nuvance shall not make a final offer of employment to any provider whose name appears on the OIG, GSA or OMIG databases or who is an Ineligible Person, unless advised differently by the Compliance Office. The respective employee charged with oversight of provider recruitment will discuss any potential issues that are identified with the Compliance Office and respective operational leader.

2. Every thirty days, a comprehensive list of employed providers will be submitted to the Compliance Office, by a designee in the HR Department, which will then be submitted to the designated Compliance vendor for exclusion screening.
3. Any existing employed provider whose name appears on the OIG, GSA and OMIG databases will be subject to immediate suspension, unless advised differently by the Compliance Office. If any employed provider disputes the appropriateness of an exclusion or debarment, such employed provider will be granted up to five (5) business days to resolve the dispute and to provide additional information to HR and the Compliance Office. If the dispute is not satisfactorily resolved, in the sole discretion of Nuvance, within the five (5) days, the employment relationship may be terminated.

Exclusion Checks for Volunteers:

1. Prior to engaging an individual as a volunteer, the prospective volunteer must disclose whether such individual has been listed as excluded by the OIG, GSA or OMIG, and whether such individual has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, patient abuse or neglect, healthcare fraud, or felony conviction relating to a controlled substance. Falsification or omission of any significant information presented or requested on the documentation may result in rejection of engagement.

On an individual basis during the onboarding process, the respective employee charged with oversight of volunteer services at each affiliate, or their designee, will check all new potential volunteers against the designated compliance vendor. Documentation to support the exclusion check will be included in the prospective volunteer file. Nuvance shall not make a final offer of engagement to any volunteer whose name appears on the OIG, GSA or the OMIG databases, or who is an Ineligible Person, unless advised differently by the Compliance Office. The respective employee charged with oversight of volunteer services at each affiliate will discuss any potential issues that are identified with the Compliance Office.

2. Every thirty days, a comprehensive list of volunteers will be submitted to the designated Compliance vendor, by the respective employee charged with oversight of volunteer services at each affiliate, or their designee, or will be submitted to the Compliance Office who will upload the list to the designated Compliance vendor.
3. Any existing volunteer whose name appears on the OIG, GSA and OMIG databases will be subject to immediate suspension, unless advised differently by the Compliance Office. If any volunteer disputes the appropriateness of an exclusion or debarment, such volunteer will be granted up to five (5) business days to resolve the dispute and to provide additional information to respective employee charged with oversight of volunteer services at each affiliate and the Compliance Office. If the dispute is not satisfactorily resolved, in the sole discretion of Nuvance, within the five (5) days, the relationship may be terminated.

Exclusion Checks for Students:

1. Prior to engaging an individual as a student, the prospective student must disclose whether such individual has been listed as excluded by the OIG, GSA or OMIG, and whether such individual has been convicted of a criminal offense that falls within the scope of 42 U. S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, patient abuse or neglect, healthcare fraud, or felony conviction relating to a controlled substance. Falsification or omission of any significant information presented or requested on the documentation or interview process may result in rejection of engagement.

On an individual basis during the onboarding process, the respective employee charged with oversight of student services at each affiliate, or their designee, will check all new potential students against the designated compliance vendor. Documentation to support the exclusion check will be included in the prospective student file. Nuvance shall not make a final offer of engagement to any student whose name appears on the OIG, GSA or the OMIG databases, or who is an Ineligible Person, unless advised differently by the Compliance Office. The respective employee charged with oversight of student services will discuss any potential issues that are identified with the Compliance Office and respective operational leader.

2. Every thirty days, a comprehensive list of students will be submitted to the designated Compliance vendor, by the respective employee charged with oversight of student services at each affiliate, or their designee.
3. Any existing student whose name appears on the OIG, GSA and OMIG databases will be subject to immediate suspension, unless advised differently by the Compliance Office. If any student disputes the appropriateness of an exclusion or debarment, such student will be granted up to five (5) business days to resolve the dispute and to provide additional information to the respective employee charged with oversight of student services and the Compliance Office. If the dispute is not satisfactorily resolved, in the sole discretion of Nuvance, within the five (5) days, the relationship may be terminated.

Exclusion Checks for Board Members:

1. Prior to appointing an individual as a board member, the prospective board member must disclose whether such individual has been listed as excluded by the OIG, GSA or OMIG, and whether such individual has been convicted of a criminal offense that falls within the scope of 42 U. S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, patient abuse or neglect, healthcare fraud, or felony conviction relating to a controlled substance. Falsification or omission of any significant information presented or requested on the documentation or interview process may result in rejection in appointment of the board member.

On an individual basis, the Senior Executive Administrative Assistant will supply the Compliance Office with the names of any prospective Board Members. The Compliance Office will check all new potential Board Members against the designated compliance vendor. Documentation to support the exclusion check will be included in the prospective Board Members' file. Nuvance shall not make a final offer of appointment to any Board Member whose name appears on the OIG, GSA or the OMIG databases, unless advised differently by the Compliance Office. The Compliance Office will discuss any potential issues that are identified with Senior Leadership.

2. Every thirty days, a comprehensive list of Board Members will be submitted to the designated Compliance vendor, by the Compliance Office.
3. Any existing Board Member whose name appears on the OIG, GSA and OMIG databases will be subject to immediate suspension, unless advised differently by the Compliance Office. If any Board Member disputes the appropriateness of an exclusion or debarment, such Board Member will be granted up to five (5) business days to resolve the dispute and to provide additional information to the Compliance Office. If the dispute is not satisfactorily resolved, in the sole discretion of Nuvance, within the five (5) days, the relationship may be terminated.

Exclusion Checks for Medical Staff/Credentialed Providers:

1. Prior to engaging an individual as a member of the medical staff, the prospective member of the medical staff must disclose whether such an individual has been listed as excluded by the OIG, GSA or OMIG, and whether such individual has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, patient abuse or neglect, healthcare

fraud, or felony conviction relating to a controlled substance. Falsification or omission of any significant information presented or requested on the documentation or interview process may result in rejection of engagement.

On an individual basis during the onboarding process, the respective employee charged with oversight of medical staff/credentialing at each affiliate, or their designee, will check all new potential members of the medical staff against the designated compliance vendor. The results of all exclusion check will be reviewed in accordance with the entity's Medical Staff Bylaws and included in the respective medical staff/credentialing file. In accordance with the terms of the Medical Staff Bylaws, and subject to the application and appeal provisions thereof, no prospective medical staff member shall be credentialed as a member of the medical staff whose name appears on the OIG, GSA and OMIG databases, unless advised differently by the Compliance Office. The respective employee charged with oversight of medical staff/ credentialing at each affiliate will discuss any potential issues that are identified with the Compliance Office.

2. Every thirty days, a comprehensive list of Medical Staff will be submitted to the designated Compliance vendor, by the respective employee charged with oversight of medical staff/credentialing at each affiliate, or their designee, or will be submitted to the Compliance Office who will upload the list to the designated Compliance vendor.
3. Any existing members of the medical staff whose name appears on the OIG, GSA and OMIG databases will be subject to immediate suspension in accordance with the Medical Staff Bylaws. If any member of the medical staff disputes the appropriateness of an exclusion or debarment, such member of the medical staff will be granted up to five (5) business days to resolve the dispute and to provide additional information to respective employee charged with oversight of medical staff/ credentialing at each affiliate and the Compliance Office. If the dispute is not satisfactorily resolved, in the sole discretion of Nuvance, within the five (5) days, the relationship may be terminated.

Exclusion Checks for Ordering Provider:

1. Every thirty days, the respective employee charged with compiling a comprehensive list of ordering providers at each affiliate will forward such list to the Compliance Office who will submit the respective list to the designated Compliance vendor.
2. The Compliance Office must be notified of any ordering provider whose name appears on the OIG, GSA and OMIG databases.
3. A list of any services provided by that excluded/sanctioned/suspended individual or entity will need to be obtained to determine if billing for such services can be halted, and/or reimbursed if necessary. Registration flags and bill holds will be implemented to prevent future orders as necessary.

Exclusion Checks for Contractors, Sub-contractors, Independent Contractors, Agents, Consultants, Business Affiliates and other contacted third-parties (collectively “Vendors”):

1. Prior to engaging any Vendor with whom Nuvance conducts business, either by contract, purchase order, or otherwise, shall be screened. The prospective Vendor must disclose whether they have been, or become, listed as excluded by the OIG, GSA or OMIG, or sanctioned by the U.S. Department of Treasury Office of Foreign Assets and Controls (“OFAC”) or the U.S. Department of Justice Criminal Division for Foreign Corrupt Practice Act violations, and whether such individual has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, patient abuse or neglect, healthcare fraud, or felony conviction relating to a controlled substance. Falsification or omission of any significant information presented or requested may result in rejection of engagement.

On an individual basis during the engagement process, the respective business owner, Accounting or Purchasing Department designee, or Legal Services Department designee will check all new potential Vendors against the designated compliance vendor. Documentation to support the exclusion check will be included in the vendor file and the contract management system. Nuvance shall not enter into any contract with any Vendor whose name appears on the OIG, GSA or OMIG databases, unless advised differently by the Compliance Office. The respective business owner, Purchasing Department designee, or Legal Services Department designee will discuss any potential issues that are identified with the Compliance Office and respective operational leader.

2. Every thirty days,, a comprehensive list of all paid Vendors, will be submitted to the Compliance Office, by a designee in the Accounts Payable Department, who will then submit the comprehensive list to the designated Compliance vendor.
3. Any existing Vendor whose name appears on the OIG, GSA and OMIG databases will be subject to immediate termination of the relationship, unless advised differently by the Compliance Office.
4. Nuvance expects each Vendor to assume full responsibility for taking all necessary steps to assure that its workforce members and contracted third-parties involved in providing good and services to Nuvance, directly or indirectly, have not been or are not currently deemed an ineligible person or entity. Individuals and entities providing services to Nuvance as Vendors must conduct, on at least a monthly basis, exclusion checks for all of their workforce members and contracted third-parties providing services at or on behalf of Nuvance against the following exclusion or sanction lists or databases:

- a) General Services Administration (“GSA”) System for Award Management (“SAM”);
- b) U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals and Entities (“LEIE”);
- c) New York State Office of Medicaid Inspector General List of Restricted and Excluded Providers (“OMIG”);
- d) State of Connecticut Department of Social Services Quality Assurance Administrative Actions List;
- e) U.S. Department of Treasury Office of Foreign Assets and Controls (“OFAC”) Specially

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Designated Nationals and Blocked Persons Lists; and

f) U.S. Department of Justice Criminal Division Related Enforcement Actions List.

5. Contracts for staff leasing and temporary employment must contain the following elements:

- a. Provisions requiring the staff leasing and temporary employment agency to conduct background and monthly exclusion checks for all employees and subcontractors who perform services for or on behalf of any component of Nuvance.
- b. A provision allowing for immediate termination of assignment of any temporary employee who is found to have pled guilty to or been convicted of a criminal offense that might, in Nuvance's opinion, adversely affect patient care or safety or operations, or who has been excluded or debarred from participation in any Federal health care program, or otherwise sanctioned by the federal government, including being listed on the SAM database or convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), including Federal Healthcare Program related crimes, patient abuse or neglect, healthcare fraud, or felony conviction relating to a controlled substance .

6. The Purchasing Department will ensure that all new contracts and responses to Requests for Proposals contain the following elements:

- a. Representations and warranties from each Vendor and contractor (or prospective vendor or contractor) that neither it nor any of its workforce members who will be performing services on behalf of Nuvance have been (i) convicted of a crime related to the provision of services paid for by Medicare, Medicaid or any other Federal health care program; (ii) excluded or debarred from participation in any Federal health care program, including Medicare and Medicaid; or (iii) otherwise sanctioned by the Federal government, including being listed on the SAM database.
- b. A covenant to promptly notify Nuvance in the event that at any time during the contract term it or any of its workforce members who will be performing services on behalf of Nuvance is (i) convicted of a crime related to the provision of services paid for by Medicare, Medicaid or any other Federal health care program; (ii) excluded or debarred from participation in any Federal health care program, including Medicare and Medicaid; or (iii) otherwise sanctioned by the federal government, including being listed on the SAM database.
- c. The right of Nuvance to immediately terminate any contractual arrangement with the Vendor or contractor in the event that at any time during the contract term it or any of its employees who will be performing services on behalf of Nuvance is (i) convicted of a crime related to the provision of services paid for by Medicare, Medicaid or any other federal health care program; (ii) excluded or debarred from participation in any federal health care

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program, including Medicare and Medicaid; or (iii) otherwise sanctioned by the Federal government, including being listed on the SAM.

Potential Ineligible Individuals:

In the event that Nuvance is notified that any current employee, volunteer, student, vendor, contractor or medical staff member has been excluded, debarred, or suspended from participation in any Federal health care program; or otherwise sanctioned by the Federal government, Nuvance shall suspend such individual or organization pending resolution of the matter and, when appropriate, terminate the relationship with such individual or organization. Any suspension or termination of any member of the medical staff will be in compliance with the policies and procedures outlined in the Medical Staff Bylaws.

Additionally, a list of any services provided by that excluded/sanctioned/suspended individual or entity will need to be obtained to determine if billing for such services can be halted, and/or reimbursed if necessary.

Reinstatement:

Individuals and organizations who have been debarred or excluded from participation in Federal health care programs or who have been sanctioned by the Federal government may, under certain circumstances, be reinstated for participation in such programs or have such sanctions lifted. Such reinstatement is not, however, automatic. Those wishing to again participate in Federal health care programs or to contract with the Federal government must apply for reinstatement and receive authorized notice from the OIG, OMIG, and/or GSA, as applicable, that reinstatement has been granted.

Nuvance may employ, contract with or otherwise utilize the services of individuals or organizations who have been reinstated, provided that a copy of an authorized Notice of Reinstatement is provided to Nuvance.

ENFORCEMENT

Because employing, contracting with or otherwise utilizing the services of any individual or organization who have been debarred or excluded from participation in Federal health care programs or who have been sanctioned by the Federal government may result in the imposition of civil penalties including potential exclusion from participation in Federal health care programs, any employee found to knowingly employ, contract with or otherwise utilize the services of any excluded individual or organization, in violation of this Policy, may be subject to disciplinary action up to and including termination.

REFERENCES

Balanced Budget Act of 1997; P.L. 105-33; Office of Inspector General Compliance Program Guidance for Hospitals, 63 FR 8987 (1998); Office or Inspector General Supplemental Compliance Program Guidance for Hospitals, 70 FR 4858 (2005); Health and Human Services Office of Inspector General Exclusion

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Program (<http://www.oig.hhs.gov/fraud/exclusions.html>); Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs (May 2013); Social Services Law § 363-d [2][a][8]; New York State Office of the Medicaid Inspector General, Compliance Program Guidance (Jan. 2023); Department of Health and Human Services, Office of Inspector General, General Compliance Program Guidance (Nov. 2023).

APPROVAL

DocuSigned by:
Jared B Gaynor
6D04982E5DB24D1

12/29/2023

Signature

Date