

OIG contends that Respondent knew or should have known that the remuneration described above created prohibited financial relationships pursuant to 42 U.S.C. § 1395nn(a) and that any referrals from these physicians to Respondent for the furnishing of designated health services were prohibited under 42 U.S.C. § 1395nn(a). The OIG also contends that Respondent presented claims for designated health services that Respondent knew or should have known resulted from the prohibited referrals, and therefore such claims were not payable under 42 U.S.C. § 1395nn(a)(1)(B).

OIG contends that the conduct described in this Paragraph (hereinafter referred to as the "Covered Conduct") subjects Respondent to civil monetary penalties, assessments, and exclusion under 42 U.S.C. § 1395nn(g)(3).

4. No Admission nor Concession. This Agreement is neither an admission of liability by Respondent nor a concession by the OIG that its claims are not well-founded.

5. Intention of Parties to Effect Settlement. In order to avoid the uncertainty and expense of litigation, the Parties agree to resolve this matter according to the Terms and Conditions below.

11. Terms and Conditions

6. Payment. Respondent agrees to pay to OIG \$391,500 (Settlement Amount). This payment shall be made by electronic funds transfer pursuant to written instructions to be provided by OIG to Respondent. Respondent shall make full payment no later than three days from the Effective Date of this Agreement.

7. Release by the OIG. In consideration of the obligations of Respondent under this Agreement and conditioned upon Respondent's full payment of the Settlement Amount, OIG releases Respondent from any claims or causes of action it may have against Respondent under 42 U.S.C. § 1395nn(g)(3) for the Covered Conduct. OIG and HHS do not agree to waive any rights, obligations, or causes of action other than those specifically referred to in this Paragraph. This release is applicable only to the Respondent and is not applicable in any manner to any other individual, partnership, corporation, or entity.

8. Agreement by Released Parties. Respondent shall not contest the Settlement Amount under this Agreement or any other remedy agreed to under this Agreement. Respondent waives all procedural rights granted under the Civil Monetary Penalty Law (42 U.S.C. § 1320a-7a) and related regulations (42 C.F.R. Parts 1003 and 1005), and