

SETTLEMENT AGREEMENT

I. Recitals

1. Parties. The Parties to this Settlement Agreement (Agreement) are the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) and State of Montana d/b/a Montana State Hospital (Respondent). OIG and Respondent shall hereafter collectively be referred to as the “Parties.”

2. Factual Background and Covered Conduct. The OIG contends that from March 7, 2016 to November 19, 2021, Respondent employed Larissa Mack (Mack) for the provision of items or services for which payment may be made under a Federal health care program. On December 29, 2021, Respondent made a submission pursuant to OIG’s Self Disclosure Protocol (Protocol), and OIG accepted Respondent into the Protocol on January 18, 2022. The OIG contends that Respondent knew or should have known that Mack was excluded from participation in all Federal health care programs and that no Federal health care program payments could be made for items or services furnished by Mack. The 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. §§ 1320a-7a and 1320a-7(b)(7).

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

4. 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 of this Agreement.

II. Terms and Conditions

5. Payment. Respondent agrees to pay to OIG \$89,233.26 (Settlement Amount), of which \$59,488.84 is restitution. This payment shall be made via wire transfer to the United States Department of Health and Human Services according to written instructions provided by OIG. Respondent shall make full payment no later than three business days after the Effective Date.

6. 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, the OIG releases Respondent from any claims or causes of action it may have against Respondent under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7) for the Covered Conduct. The 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 Respondent and is not applicable in any manner to any other individual, partnership, corporation, or entity.

7. Agreement by Respondent. 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 exclusion statute (42 U.S.C. § 1320a-7), the CMPL (42 U.S.C. § 1320a-7a) and related regulations (42 C.F.R. Part 1003), and HHS claims collection regulations (45 C.F.R. Part 30), including, but not limited to, notice, hearing, and appeal with respect to the Settlement Amount.

8. Reservation of Claims. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Respondent) are the following:

- a. Any criminal, civil, or administrative claims arising under Title 26 U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any other administrative liability, including mandatory exclusion from Federal health care programs; and
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct.

9. Binding on Successors. This Agreement is binding on Respondent and its successors, transferees, and assigns.

10. Costs. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

11. No Additional Releases. This Agreement is intended for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity, except as provided in paragraph 12.

12. Claims Against Beneficiaries. Respondent waives and shall not seek payment, including co-pay and deductible amounts, for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payers based upon the claims defined as Covered Conduct.

13. Effect of Agreement. This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by all Parties. Respondent represents that this Agreement is entered into with advice of counsel and knowledge of the events described herein. Respondent further represents that this Agreement is voluntarily entered into in order to avoid further administrative proceedings and litigation, without any degree of duress or compulsion.

14. Disclosure. Respondent consents to the OIG's disclosure of this Agreement, and information about this Agreement, to the public.

15. Effective Date. The Effective Date of this Agreement shall be the date of signing by the last signatory.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

17. Authorizations. The individuals signing this Agreement on behalf of the Respondent represent and warrant that they are authorized by Respondent to execute this Agreement. The individuals signing this Agreement on behalf of the OIG represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

RESPONDENT

(b)(6)
Carter Anderson
Hospital Administrator
Montana State Hospital

6/17/22
Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

(b)(6)
Lisa M. Re
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

6/21/2022
Date

(b)(6)
Eula K. Taylor
Paralegal Specialist
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

06/21/2022
Date