

**CORPORATE INTEGRITY AGREEMENT  
BETWEEN THE  
OFFICE OF INSPECTOR GENERAL  
OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
FIRST CALL AMBULANCE SERVICE, LLC**

**I. PREAMBLE**

First Call Ambulance Service, LLC (First Call) hereby enters into this Corporate Integrity Agreement (CIA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). Contemporaneously with this CIA, First Call is entering into a Settlement Agreement with the United States.

**II. TERM AND SCOPE OF THE CIA**

A. The period of the compliance obligations assumed by First Call under this CIA shall be five years from the effective date of this CIA. The “Effective Date” shall be the date on which the final signatory of this CIA executes this CIA. Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a “Reporting Period.”

B. Sections VII, X, and XI shall expire no later than 120 days after OIG’s receipt of: (1) First Call’s final annual report; or (2) any additional materials submitted by First Call pursuant to OIG’s request, whichever is later.

C. The scope of this CIA shall be governed by the following definitions:

1. “Covered Persons” includes:
  - a. all owners, officers, directors, and employees of First Call;
  - b. all contractors, subcontractors, agents, and other persons who provide patient care items or services (including anyone

working on a transport vehicle) or who perform billing or coding functions on behalf of First Call, excluding vendors whose sole connection with First Call is selling or otherwise providing medical supplies or equipment to First Call and who do not bill the Federal health care programs for such medical supplies or equipment; and

Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours during a Reporting Period, except that any such individuals shall become “Covered Persons” at the point when they work more than 160 hours during a Reporting Period.

2. “Relevant Covered Persons” includes Covered Persons who are involved in the provision of ambulance transportation services (and/or documentation of such services) or who perform, manage, review, or supervise dispatch, billing, claims, or coding functions on behalf of First Call

### **III. CORPORATE INTEGRITY OBLIGATIONS**

First Call shall establish and maintain a Compliance Program that includes the following elements:

#### **A. Compliance Officer and Committee**

1. *Compliance Officer.* Within 90 days after the Effective Date, First Call shall appoint a Covered Person to serve as its Compliance Officer and shall maintain a Compliance Officer for the term of the CIA. The Compliance Officer shall be responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements. The Compliance Officer shall be a member of senior management of First Call, shall report directly to the Chief Executive Officer of First Call, shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of First Call, and shall be authorized to report on such matters to the Board of Directors at any time. Written documentation of the Compliance Officer’s reports to the Board of Directors shall be made available to OIG upon request. The Compliance Officer shall not be or be subordinate to the General Counsel or Chief Financial Officer or have any responsibilities that involve acting in any capacity as legal counsel or supervising legal counsel functions for First Call. The Compliance Officer

shall be responsible for monitoring the day-to-day compliance activities engaged in by First Call as well as for any reporting obligations created under this CIA. Any noncompliance job responsibilities of the Compliance Officer shall be limited and must not interfere with the Compliance Officer's ability to perform the duties outlined in this CIA.

First Call shall report to OIG, in writing, any changes in the identity or position description of the Compliance Officer, or any actions or changes that would affect the Compliance Officer's ability to perform the duties necessary to meet the obligations in this CIA, within five days after such a change.

2. *Compliance Committee.* Within 90 days after the Effective Date, First Call shall appoint a Compliance Committee. The Compliance Committee shall, at a minimum, include the Compliance Officer and other members of senior management necessary to meet the requirements of this CIA (e.g., senior executives of relevant departments, such as billing, clinical, human resources, audit, and operations). The Compliance Officer shall chair the Compliance Committee and the Committee shall support the Compliance Officer in fulfilling his/her responsibilities (e.g., shall assist in the analysis of First Call's risk areas and shall oversee monitoring of internal and external audits and investigations). The Compliance Committee shall meet at least quarterly. The minutes of the Compliance Committee meetings shall be made available to OIG upon request.

First Call shall report to OIG, in writing, any changes in the composition of the Compliance Committee, or any actions or changes that would affect the Compliance Committee's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

3. *Board of Directors Compliance Obligations.* The Board of Directors of First Call (Board) shall be responsible for the review and oversight of matters related to compliance with Federal health care program requirements and the obligations of this CIA. The Board must include independent (i.e., non-executive) members.

The Board shall, at a minimum, be responsible for the following:

- a. meeting at least quarterly to review and oversee First Call's Compliance Program, including but not limited to the

performance of the Compliance Officer and Compliance Committee;

- b. ensuring that First Call adopts and implements policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and Federal healthcare program requirements; and
- c. for each Reporting Period of the CIA, adopting a resolution, signed by each member of the Board summarizing its review and oversight of First Call's compliance with Federal health care program requirements and the obligations of this CIA.

At minimum, the resolution shall include the following language:

“The Board of Directors has made a reasonable inquiry into the operations of First Call's Compliance Program including the performance of the Compliance Officer and the Compliance Committee. Based on its inquiry and review, the Board has concluded that, to the best of its knowledge, First Call has implemented an effective Compliance Program to meet Federal health care program requirements and the obligations of the CIA.”

If the Board is unable to provide such a conclusion in the resolution, the Board shall include in the resolution a written explanation of the reasons why it is unable to provide the conclusion and the steps it is taking to implement an effective Compliance Program at First Call.

First Call shall report to OIG, in writing, any changes in the composition of the Board, or any actions or changes that would affect the Board's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

B. Written Standards

1. *Code of Conduct.* Within 90 days after the Effective Date, First Call shall develop, implement, and distribute a written Code of Conduct to all Covered Persons. First Call shall make the performance of job responsibilities in a manner consistent with the Code of Conduct an element in evaluating the performance of all employees. The Code of Conduct shall, at a minimum, set forth:

- a. First Call's commitment to full compliance with all Federal health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements;
- b. First Call's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with First Call's own Policies and Procedures;
- c. the requirement that all of First Call's Covered Persons shall be expected to report to the Compliance Officer, or other appropriate individual designated by First Call, suspected violations of any Federal health care program requirements or of First Call's own Policies and Procedures; and
- d. the possible consequences to both First Call and Covered Persons of failure to comply with Federal health care program requirements and with First Call's own Policies and Procedures and the failure to report such noncompliance; and
- e. the right of all individuals to use the Disclosure Program described in Section III.E, and First Call's commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Within 90 days after the Effective Date, each Covered Person shall certify, in writing or in electronic form, that he or she has received, read, understood, and shall abide by First Call's Code of Conduct. New Covered Persons shall receive the Code of Conduct and shall complete the required certification within 30 days after becoming a Covered Person or within 90 days after the Effective Date, whichever is later.

First Call shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions based on such review. This review will occur at least once every 12 months. The Code of Conduct shall be distributed within 30 days after any revisions are finalized. Each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by the revised Code of Conduct within 30 days after the distribution of the revised Code of Conduct..

2. *Policies and Procedures.* Within 90 days after the Effective Date, First Call shall implement written Policies and Procedures regarding the operation of its compliance program, including the compliance program requirements outlined in this CIA and Provider's compliance with Federal health care program requirements.

At a minimum, the Policies and Procedures shall address:

- a. the subjects relating to the Code of Conduct identified in Section III.B.1;
- b. billing and reimbursement: these Policies and Procedures shall be designed to ensure First Call complies with all Federal health care program requirements on billing and reimbursement, including:
  - i. ensuring proper and accurate submission of claims and cost reports to Federal health care programs; and
  - ii. ensuring the proper and accurate documentation of business/medical records.
- c. Documentation of medical records: these Policies and Procedures shall be designed to ensure First Call complies with Federal health care program requirements applicable to the documentation of business/medical records:
  - i. ensuring proper and accurate documentation in the dispatch, transport, billing, coding and reimbursement process;
  - ii. the personal obligation of each individual involved in the business/medical documentation process to ensure that such documentation is accurate;
  - iii. the legal sanctions for violation of the Federal health care program requirements; and
  - iv. examples of proper and improper medical documentation practices.

- d. screening and reporting requirements related to ineligible persons as described in Section III.F;
- e. screening and tracking of medical license and certification requirements for employees and contractors, as described in Section III.C.5; and
- f. tracking licensure and maintenance of all transport vehicles as identified in Section III.C.6.

Within 90 days after the Effective Date, the Policies and Procedures shall be distributed to all Covered Persons. Appropriate and knowledgeable staff shall be available to explain the Policies and Procedures.

At least annually (and more frequently, if appropriate), First Call shall assess and update, as necessary, the Policies and Procedures. Within 30 days after the effective date of any revisions, a description of the revisions shall be communicated to all affected Covered Persons and any revised Policies and Procedures shall be made available to all Covered Persons.

### C. Training and Education

1. *General Training.* Within 90 days after the Effective Date, First Call shall provide at least one hour of General Training to each Covered Person. This training, at a minimum, shall explain First Call's:

- a. CIA requirements; and
- b. Compliance Program, including the Code of Conduct and the Policies and Procedures as they pertain to general compliance issues.

New Covered Persons shall receive the General Training described above within 30 days after becoming a Covered Person or within 90 days after the Effective Date, whichever is later. After receiving the initial General Training described above, each Covered Person shall receive at least one hour of General Training in each subsequent Reporting Period.

2. *Specific Training.* Within 90 days after the Effective Date, each Relevant Covered Person shall receive at least two hours of Specific Training in addition to the General Training required above. This Specific Training shall include a discussion of:

- a. the Federal health care program requirements regarding the accurate coding and submission of claims;
- b. the Federal health care program medical record documentation requirements relating to services furnished by First Call;
- c. policies, procedures, and other requirements applicable to the documentation of medical records, including the Federal health care programs' requirements that medical records be maintained in their original state and not be fabricated or improperly altered;
- d. the personal obligation of each individual involved in the medical record documentation and/or claims submission process to ensure that such medical records and claims are accurate;
- e. applicable reimbursement statutes, regulations, and program requirements and directives;
- f. the legal sanctions for violations of the Federal health care program requirements;
- g. examples of proper and improper claims submission practices; and
- h. examples of proper and improper coding practices.

New Relevant Covered Persons shall receive this training within 30 days after the beginning of their employment or becoming Relevant Covered Persons, or within 90 days after the Effective Date, whichever is later.

After receiving the initial Specific Training described in this section, each Relevant Covered Person shall receive at least three hours of Specific Training, in addition to the General Training, in each subsequent Reporting Period.

3. *Ambulance Coder Certification.* Within 120 days after the Effective Date, First Call will establish requirements for personnel who code and will maintain those requirements, as described in this paragraph, for the term of the CIA. In addition to receiving the General and Specific Training described above, each coding professional shall attain a nationally recognized ambulance billing and coding certification within 120 days of the Effective Date

4. *Medical Director Certification.* Within 120 days after the Effective Date, First Call will establish requirements for Medical Directors and will maintain those requirements, as described in this paragraph, for the term of the CIA. A Medical Director must be a physician who is experienced in treating trauma patients and maintains appropriate nationally-recognized accreditation/licensing in this practice of medicine. In addition to receiving the General and Specific Training described above, each Medical Director shall attain within 120 days of the Effective Date, a nationally recognized Emergency Medical Services Certification. This Certification requirement must be obtained through a source that is specifically and previously approved by the OIG under this CIA.

5. *Maintaining license and certification requirements.* All professionals, including doctors, EMTs, Paramedics and Ambulance drivers, must maintain their licenses and meet state and local requirements for certification and/or licensure.

6. *Maintaining Vehicle Requirements.* All vehicles used to transport patients must be, at all times, properly licensed and maintained in accordance with all applicable state, local and federal requirements.

7. *Board Member Training.* Within 90 days after the Effective Date, First Call shall provide at least two hours of training to each member of the Board of Directors, in addition to the General Training. This training shall address the responsibilities of board members and corporate governance.

New members of the Board of Directors shall receive the Board Member Training described above within 30 days after becoming a member or within 90 days after the Effective Date, whichever is later.

8. *Certification.* Each individual who is required to attend training shall certify, in writing or in electronic form, that he or she has received the required training. The certification shall specify the type of training received and the date received. The Compliance Officer (or designee) shall retain the certifications, along with all course materials.

9. *Qualifications of Trainer.* Persons providing the training shall be knowledgeable about the subject area.

10. *Update of Training.* First Call shall review the training annually, and, where appropriate, update the training to reflect changes in Federal health care program requirements, any issues discovered during internal audits or the Claims Review, and any other relevant information.

11. *Computer-based Training.* First Call may provide the training required under this CIA through appropriate computer-based training approaches. If First Call chooses to provide computer-based training, it shall make available appropriately qualified and knowledgeable staff or trainers to answer questions or provide additional information to the individuals receiving such training.

D. Review Procedures

1. *General Description*

- a. *Engagement of Independent Review Organization.* Within 90 days after the Effective Date, First Call shall engage an entity (or entities), such as an accounting, auditing, or consulting firm (hereinafter “Independent Review Organization” or “IRO”), to perform the reviews listed in this Section III.D. The applicable requirements relating to the IRO are outlined in Appendix A to this CIA, which is incorporated by reference.
- b. *Retention of Records.* The IRO and First Call shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO and First Call) related to the reviews.

2. *Claims Review and Report.* The IRO shall review First Call's coding, billing, and claims submission to the Medicare and state Medicaid programs and the reimbursement received (Claims Review) and shall prepare a Claims Review Report, as outlined in Appendix B to this CIA, which is incorporated by reference.

3. *Systems Review and Report.* The IRO shall prepare a report based upon the Systems Review performed (Systems Review Report). Information to be included in the Systems Review Report is described in Appendix B., which is incorporated by reference.

Within 120 days after the Effective Date, the IRO shall develop a proposed work plan for the Systems Review for the first Reporting Period and shall deliver the proposed work plan to the OIG for review. Within 30 days of the beginning of each of the remaining Reporting Periods, the IRO shall deliver to OIG a proposed work plan for the Reporting Period. Within 30 days after OIG receives the proposed work plan, OIG will notify First Call if the work plan is unacceptable. Absent notification from OIG that the work plan is unacceptable, the IRO may conduct the Systems Review for the applicable Reporting Period using the work plan.

4. *Validation Review.* In the event OIG has reason to believe that: (a) First Call's Claims Review or Systems Review fails to conform to the requirements of this CIA; or (b) the IRO's findings or Claims Review or Systems Review results are inaccurate, OIG may, at its sole discretion, conduct its own review to determine whether the Claims Review or Systems Review complied with the requirements of the CIA and/or the findings or Claims Review or Systems Review results are inaccurate (Validation Review). First Call shall pay for the reasonable cost of any such review performed by OIG or any of its designated agents. Any Validation Review of Reports submitted as part of First Call's final Annual Report shall be initiated no later than one year after First Call's final submission (as described in Section II) is received by OIG.

Prior to initiating a Validation Review, OIG shall notify First Call of its intent to do so and provide a written explanation of why OIG believes such a review is necessary. To resolve any concerns raised by OIG, First Call may request a meeting with OIG to: (a) discuss the results of any Claims Review or Systems Review submissions or findings; (b) present any additional information to clarify the results of the Claims Review or Systems or to correct the inaccuracy of the Claims Review or Systems Review; and/or (c) propose alternatives to the proposed Validation Review. First Call agrees to provide any additional information as may be requested by OIG under this Section III.D.5 in an expedited manner. OIG will attempt in good faith to resolve any Claims Review or

Systems Review issues with First Call prior to conducting a Validation Review. However, the final determination as to whether or not to proceed with a Validation Review shall be made at the sole discretion of OIG.

7. *Independence and Objectivity Certification.* The IRO shall include in its report(s) to First Call a certification that the IRO has (a) evaluated its professional independence and objectivity with respect to the reviews conducted under this Section III.D and (b) concluded that it is, in fact, independent and objective, in accordance with the requirements specified in Appendix A to this CIA.

#### E. Disclosure Program

Within 90 days after the Effective Date, First Call shall establish a Disclosure Program that includes a mechanism (e.g., a toll-free compliance telephone line) to enable individuals to disclose, to the Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with First Call's policies, conduct, practices, or procedures with respect to a Federal health care program believed by the individual to be a potential violation of criminal, civil, or administrative law. First Call shall appropriately publicize the existence of the disclosure mechanism (e.g., via periodic e-mails to employees or by posting the information in prominent common areas).

The Disclosure Program shall emphasize a nonretribution, nonretaliation policy, and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained. Upon receipt of a disclosure, the Compliance Officer (or designee) shall gather all relevant information from the disclosing individual. The Compliance Officer (or designee) shall make a preliminary, good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any disclosure that is sufficiently specific so that it reasonably: (1) permits a determination of the appropriateness of the alleged improper practice; and (2) provides an opportunity for taking corrective action, First Call shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted.

The Compliance Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal reviews.

F. Ineligible Persons

1. *Definitions.* For purposes of this CIA:

a. an “Ineligible Person” shall include an individual or entity who:

i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or

ii. 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.

b. “Exclusion Lists” include:

i. the HHS/OIG List of Excluded Individuals/Entities (LEIE) (available through the Internet at <http://www.oig.hhs.gov>); and

ii. the General Services Administration’s System for Award Management (SAM) (available through the Internet at <http://www.sam.gov>).

2. *Screening Requirements.* First Call shall ensure that all prospective and current Covered Persons are not Ineligible Persons, by implementing the following screening requirements.

a. First Call shall screen all prospective Covered Persons against the Exclusion Lists prior to engaging their services and, as part of the hiring or contracting process, shall require such Covered Persons to disclose whether they are Ineligible Persons.

- b. First Call shall screen all Covered Persons against the Exclusion Lists within 90 days after the Effective Date and thereafter shall screen against the LEIE on a monthly basis and screen against SAM on an annual basis.
- c. First Call shall implement a policy requiring all Covered Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

Nothing in Section III.F affects First Call's responsibility to refrain from (and liability for) billing Federal health care programs for items or services furnished, ordered, or prescribed by an excluded person. First Call understands that items or services furnished, ordered or prescribed by excluded persons are not payable by Federal health care programs and that First Call may be liable for overpayments and/or criminal, civil, and administrative sanctions for employing or contracting with an excluded person regardless of whether First Call meets the requirements of Section III.F.

3. *Removal Requirement.* If First Call has actual notice that a Covered Person has become an Ineligible Person, First Call shall remove such Covered Person from responsibility for, or involvement with, First Call's business operations related to the Federal health care programs and shall remove such Covered Person from any position for which the Covered Person's compensation or the items or services furnished, ordered, or prescribed by the Covered Person are paid in whole or part, directly or indirectly, by Federal health care programs or otherwise with Federal funds at least until such time as the Covered Person is reinstated into participation in the Federal health care programs.

4. *Pending Charges and Proposed Exclusions.* If First Call has actual notice that a Covered Person is charged with a criminal offense that falls within the scope of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during the Covered Person's employment or contract term, First Call shall take all appropriate actions to ensure that the responsibilities of that Covered Person have not and shall not adversely affect the quality of care rendered to any beneficiary, patient, or resident, or any claims submitted to any Federal health care program.

G. Notification of Government Investigation or Legal Proceedings

Within 30 days after discovery, First Call shall notify OIG, in writing, of any ongoing investigation or legal proceeding known to First Call conducted or brought by a

governmental entity or its agents involving an allegation that First Call has committed a crime or has engaged in fraudulent activities. This notification shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding. First Call shall also provide written notice to OIG within 30 days after the resolution of the matter, and shall provide OIG with a description of the findings and/or results of the investigation or proceedings, if any.

#### H. Repayment of Overpayments

1. *Definition of Overpayments.* For purposes of this CIA, an “Overpayment” shall mean the amount of money First Call has received in excess of the amount due and payable under any Federal health care program requirements.

##### 2. *Repayment of Overpayments*

- a. If, at any time, First Call identifies any Overpayment, First Call shall repay the Overpayment to the appropriate payor (e.g., Medicare contractor) within 60 days after identification of the Overpayment and take remedial steps within 90 days after identification (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. If not yet quantified, within 60 days after identification, First Call shall notify the payor of its efforts to quantify the Overpayment amount along with a schedule of when such work is expected to be completed. Notification and repayment to the payor shall be done in accordance with the payor’s policies.
- b. Notwithstanding the above, notification and repayment of any Overpayment amount that routinely is reconciled or adjusted pursuant to policies and procedures established by the payor should be handled in accordance with such policies and procedures.

#### I. Reportable Events

1. *Definition of Reportable Event.* For purposes of this CIA, a “Reportable Event” means anything that involves:

- a. a substantial Overpayment;
- b. a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized;
- c. the employment of or contracting with a Covered Person who is an Ineligible Person as defined by Section III.F.1a;
- d. the employment of or contracting with a professional who does/did not have a current license or certification as defined by Section III.C.5;
- e. the use of a transport vehicle that does not meet the requirements as defined by Section III.C.6.; or
- f. the filing of a bankruptcy petition by First Call.

A Reportable Event may be the result of an isolated event or a series of occurrences.

2. *Reporting of Reportable Events.* If First Call determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, First Call shall notify OIG, in writing, within 30 days after making the determination that the Reportable Event exists.

3. *Reportable Events under Section III.I.1.a.* For Reportable Events under Section III.I.1.a, the report to OIG shall be made within 30 days of the identification of the Overpayment, and shall include:

- a. a copy of the notification and repayment to the payor required in Section III.H.2;
- b. a description of the steps taken by First Call to identify and quantify the Overpayment;

- c. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;
- d. a description of First Call's actions taken to correct the Reportable Event; and
- e. any further steps First Call plans to take to address the Reportable Event and prevent it from recurring.

Within 60 days of identification of the Overpayment, First Call shall provide OIG with a copy of the notification and repayment (if quantified) to the payor required in Section III.H.2.

4. *Reportable Events under Section III.I.1.b, c, d and e.* For Reportable Events under Sections III.I.1.b, III.I.1.c, III.I.1.d and III.I.1.e, the report to OIG shall include:

- a. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;
- b. a description of First Call's actions taken to correct the Reportable Event;
- c. any further steps First Call plans to take to address the Reportable Event and prevent it from recurring; and
- d. if the Reportable Event has resulted in an Overpayment, a description of the steps taken by First Call to identify and quantify the Overpayment.

5. *Reportable Events under Section III.I.1.f.* For Reportable Events under Section III.I.1.f, the report to the OIG shall include documentation of the bankruptcy filing and a description of any Federal health care program authorities implicated.

6. *Reportable Events Involving the Stark Law.* Notwithstanding the reporting requirements outlined above, any Reportable Event that involves only a

probable violation of section 1877 of the Social Security Act, 42 U.S.C. §1395nn (the Stark Law) should be submitted by First Call to the Centers for Medicare & Medicaid Services (CMS) through the self-referral disclosure protocol (SRDP), with a copy to the OIG. The requirements of Section III.H.2 that require repayment to the payor of any identified Overpayment within 60 days shall not apply to any Overpayment that may result from a probable violation of only the Stark Law that is disclosed to CMS pursuant to the SRDP. If First Call identifies a probable violation of the Stark Law and repays the applicable Overpayment directly to the CMS contractor, then First Call is not required by this Section III.I to submit the Reportable Event to CMS through the SRDP.

#### **IV. SUCCESSOR LIABILITY; CHANGES TO BUSINESS UNITS OR LOCATIONS**

##### **A. Sale of Business, Business Unit or Location.**

In the event that, after the Effective Date, First Call proposes to sell any or all of its business, business units or locations (whether through a sale of assets, sale of stock, or other type of transaction) that are subject to this CIA, First Call shall notify OIG of the proposed sale at least 30 days prior to the sale of its business, business unit or location. This notification shall include a description of the business, business unit or location to be sold, a brief description of the terms of the sale, and the name and contact information of the prospective purchaser. This CIA shall be binding on the purchaser of the business, business unit or location, unless otherwise determined and agreed to in writing by the OIG.

##### **B. Change or Closure of Business, Business Unit or Location**

In the event that, after the Effective Date, First Call changes locations or closes a business, business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, First Call shall notify OIG of this fact as soon as possible, but no later than within 30 days after the date of change or closure of the business, business unit or location.

##### **C. Purchase or Establishment of New Business, Business Unit or Location**

In the event that, after the Effective Date, First Call purchases or establishes a new business, business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, First Call shall notify OIG at least 30 days prior to such purchase or the operation of the new business, business unit or

location. This notification shall include the address of the new business, business unit or location, phone number, fax number, the location's Medicare and state Medicaid program provider number and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which First Call currently submits claims. Each new business, business unit or location and all Covered Persons at each new business, business unit or location shall be subject to the applicable requirements of this CIA, unless otherwise agreed to in writing by the OIG.

## **V. IMPLEMENTATION AND ANNUAL REPORTS**

### **A. Implementation Report**

Within 120 days after the Effective Date, First Call shall submit a written report to OIG summarizing the status of its implementation of the requirements of this CIA (Implementation Report). The Implementation Report shall, at a minimum, include:

1. the name, address, phone number, and position description of the Compliance Officer required by Section III.A, and a summary of other noncompliance job responsibilities the Compliance Officer may have;
2. the names and positions of the members of the Compliance Committee required by Section III.A;
3. the names of the Board members who are responsible for satisfying the Board of Directors compliance obligations described in Section III.A.3;
4. a copy of First Call's Code of Conduct required by Section III.B.1;
5. the number of individuals required to complete the Code of Conduct certification required by Section III.B.1, the percentage of individuals who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be made available to OIG upon request);
6. a summary of all Policies and Procedures required by Section III.B (copies of the Policies and Procedures shall be made available to OIG upon request);
7. the following information regarding each type of training required by Section III.C:

- a. a description of such training, including a summary of the topics covered, the length of sessions, and a schedule of training sessions; and
- b. the number of individuals required to be trained, percentage of individuals actually trained, and an explanation of any exceptions.

A copy of all training materials and the documentation supporting this information shall be made available to OIG upon request.

8. a description of the Disclosure Program required by Section III.E;
9. the following information regarding the IRO(s): (a) identity, address, and phone number; (b) a copy of the engagement letter; (c) information to demonstrate that the IRO has the qualifications outlined in Appendix A to this CIA; (d) a summary and description of any and all current and prior engagements and agreements between First Call and the IRO; and (e) a certification from the IRO regarding its professional independence and objectivity with respect to First Call;
10. a description of the process by which First Call fulfills the requirements of Section III.F regarding Ineligible Persons;
11. a list of all of First Call's locations (including locations and mailing addresses); the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's Medicare and state Medicaid program provider number(s) and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which First Call currently submits claims;
12. a description of First Call's corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business and any individual owners;
13. the certifications required by Section V.C.; and
14. a list of ambulance coders and a description of their billing and coding certifications (as required by Section III.C.4), when such certifications were received and what entity issued the certification;

15. the qualifications of First Call's Medical Director(s), their qualifications, certification (as required by Section III.C.4), when such certification was received and what entity issued the certification;

16. a description of the process by which First Call fulfills the requirements of Section III.C.5; and

17. a description of the process by which First Call fulfills the requirements of Section III.C.6.

B. Annual Reports

First Call shall submit to OIG annually a report with respect to the status of, and findings regarding, First Call's compliance activities for each of the five Reporting Periods (Annual Report). Each Annual Report shall include, at a minimum:

1. any change in the identity, position description, or other noncompliance job responsibilities of the Compliance Officer; any change in the membership of the Compliance Committee described in Section III.A and the Board of Directors;

2. the dates of each report made by the Compliance Officer to the Board (written documentation of such reports shall be made available upon request);

3. the Board resolution required by Section III.A.3;

4. a summary of any changes or amendments to First Call's Code of Conduct required by Section III.B.1 and the reason for such changes, along with a copy of the revised Code of Conduct;

5. the number of individuals required to complete the Code of Conduct certification required by Section III.B.1, the percentage of individuals who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be made available to OIG upon request);

6. a summary of any significant changes or amendments to the Policies and Procedures required by Section III.B and the reasons for such changes (e.g., change in contractor policy);

7. the following information regarding each type of training required by Section III.C:

- a. a description of the initial and annual training, including a summary of the topics covered, the length of sessions, and a schedule of training sessions; and
- b. the number of individuals required to complete the initial and annual training, the percentage of individuals who actually completed the initial and annual training, and an explanation of any exceptions.

A copy of all training materials and the documentation to support this information shall be made available to OIG upon request;

8. a complete copy of all reports prepared pursuant to Section III.D, along with a copy of the IRO's engagement letter;

9. First Call's response to the reports prepared pursuant to Section III.D, along with corrective action plan(s) related to any issues raised by the reports;

10. a summary and description of any and all current and prior engagements and agreements between First Call and the IRO (if different from what was submitted as part of the Implementation Report);

11. a certification from the IRO regarding its professional independence and objectivity with respect to First Call;

12. a summary of Reportable Events (as defined in Section III.I) identified during the Reporting Period and the status of any corrective action relating to all such Reportable Events;

13. a report of the aggregate Overpayments that have been returned to the Federal health care programs. Overpayment amounts shall be broken down into the following categories: inpatient Medicare, outpatient Medicare, Medicaid (report each applicable state separately, if applicable), and other Federal health care programs. Overpayment amounts that are routinely reconciled or adjusted pursuant to policies and procedures established by the payor do not need to be included in this aggregate Overpayment report;

14. a summary of the disclosures in the disclosure log required by Section III.E that relate to Federal health care programs (the complete disclosure log shall be made available to OIG upon request);

15. any changes to the process by which First Call fulfills the requirements of Section III.F regarding Ineligible Persons;

16. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.G. The summary shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding;

17. a description of all changes to the most recently provided list of First Call's locations (including addresses) as required by Section V.A.11; the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's Medicare and state Medicaid program provider number(s) and/or supplier number(s); and the name and address of each Medicare and state Medicaid program contractor to which First Call currently submits claims;

18. the certifications required by Section V.C.; and

19. a list of all ambulance coders and a description of their billing and coding certifications (as required by Section III.C.4), when such certifications were received and what entity issued the certification;

20. a list of all patient transport vehicles, descriptions of all licensing and maintenance and the dates for each;

21. a copy of every Medical Director's qualifications and certifications for that reporting period; and

22. a list of all coders and documentation of current billing and coding certifications.

The first Annual Report shall be received by OIG no later than 60 days after the end of the first Reporting Period. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

### C. Certifications

The Implementation Report and each Annual Report shall include a certification by the Compliance Officer that:

1. to the best of his or her knowledge, except as otherwise described in the report, First Call is in compliance with all of the requirements of this CIA;
2. he or she has reviewed the report and has made reasonable inquiry regarding its content and believes that the information in the report is accurate and truthful; and
3. to the best of his or her knowledge, First Call has complied with its obligations under the Settlement Agreement: (a) not to resubmit to any Federal health care program payors any previously denied claims related to the Covered Conduct addressed in the Settlement Agreement, and not to appeal any such denials of claims; (b) not to charge to or otherwise seek payment from federal or state payors for unallowable costs (as defined in the Settlement Agreement); and (c) to identify and adjust any past charges or claims for unallowable costs.

### D. Designation of Information

First Call shall clearly identify any portions of its submissions that it believes are trade secrets, or information that is commercial or financial and privileged or confidential, and therefore potentially exempt from disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. First Call shall refrain from identifying any information as exempt from disclosure if that information does not meet the criteria for exemption from disclosure under FOIA.

## **VI. NOTIFICATIONS AND SUBMISSION OF REPORTS**

Unless otherwise stated in writing after the Effective Date, all notifications and reports required under this CIA shall be submitted to the following entities:

OIG:  
Administrative and Civil Remedies Branch  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services  
Cohen Building, Room 5527  
330 Independence Avenue, S.W.  
Washington, DC 20201  
Telephone: 202.619.2078  
Facsimile: 202.205.0604

First Call:

Walt Downey  
Compliance Officer  
1930 Air Lane Drive  
Nashville, TN 37210

Unless otherwise specified, all notifications and reports required by this CIA may be made by certified mail, overnight mail, hand delivery, or other means, provided that there is proof that such notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt. Upon request by OIG, First Call may be required to provide OIG with an electronic copy of each notification or report required by this CIA in searchable portable document format (pdf), in addition to a paper copy.

## **VII. OIG INSPECTION, AUDIT, AND REVIEW RIGHTS**

In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s) may examine and/or request copies of First Call's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of First Call's locations for the purpose of verifying and evaluating: (a) First Call's compliance with the terms of this CIA; and (b) First Call's compliance with the requirements of the Federal health care programs. The documentation described above shall be made available by First Call to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, and/or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of First Call's Covered Persons who consent to be interviewed at the individual's place of business during normal business hours or at such other place and time as may be

mutually agreed upon between the individual and OIG. First Call shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. First Call's Covered Persons may elect to be interviewed with or without a representative of First Call present.

### **VIII. DOCUMENT AND RECORD RETENTION**

First Call shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs and to compliance with this CIA for six years (or longer if otherwise required by law) from the Effective Date.

### **IX. DISCLOSURES**

Consistent with HHS's FOIA procedures, set forth in 45 C.F.R. Part 5, OIG shall make a reasonable effort to notify First Call prior to any release by OIG of information submitted by First Call pursuant to its obligations under this CIA and identified upon submission by First Call as trade secrets, or information that is commercial or financial and privileged or confidential, under the FOIA rules. With respect to such releases, First Call shall have the rights set forth at 45 C.F.R. § 5.65(d).

### **X. BREACH AND DEFAULT PROVISIONS**

First Call is expected to fully and timely comply with all of its CIA obligations.

#### **A. Stipulated Penalties for Failure to Comply with Certain Obligations**

As a contractual remedy, First Call and OIG hereby agree that failure to comply with certain obligations as set forth in this CIA may lead to the imposition of the following monetary penalties (hereinafter referred to as "Stipulated Penalties") in accordance with the following provisions.

1. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day First Call fails to establish and implement any of the following obligations as described in Sections III and IV:

- a. a Compliance Officer;
- b. a Compliance Committee;

- c. the Board of Directors compliance obligations;
- d. a written Code of Conduct;
- e. written Policies and Procedures;
- f. the training of Covered Persons, Relevant Covered Persons, and Board Members;
- g. Ambulance Coder Certification requirements;
- h. Medical Director Certification requirements;
- i. Maintaining license/certification requirements for each professional working for First Call;
- j. Maintenance of transport vehicles requirements;
- k. a Disclosure Program;
- l. Ineligible Persons screening and removal requirements;
- m. notification of Government investigations or legal proceedings;
- n. repayment of Overpayments;
- o. reporting of Reportable Events; and
- p. disclosure of changes to business units or locations.

2. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day First Call fails to engage and use an IRO, as required in Section III.D, Appendix A, and Appendix B.

3. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day First Call fails to submit the Implementation Report or any Annual Reports to OIG in accordance with the requirements of Section V by the deadlines for submission.

4. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day First Call fails to submit any Claims Review Report or Systems Review Report in accordance with the requirements of Section III.D and Appendix B.

5. A Stipulated Penalty of \$1,500 for each day First Call fails to grant access as required in Section VII. (This Stipulated Penalty shall begin to accrue on the date First Call fails to grant access.)

6. A Stipulated Penalty of \$50,000 for each false certification submitted by or on behalf of First Call as part of its Implementation Report, Annual Report, additional documentation to a report (as requested by the OIG), or otherwise required by this CIA.

7. A Stipulated Penalty of \$1,000 for each day First Call fails to comply fully and adequately with any obligation of this CIA. OIG shall provide notice to First Call stating the specific grounds for its determination that First Call has failed to comply fully and adequately with the CIA obligation(s) at issue and steps First Call shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after First Call receives this notice from OIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which OIG has sought a Stipulated Penalty under Subsections 1- 6 of this Section.

#### B. Timely Written Requests for Extensions

First Call may, in advance of the due date, submit a timely written request for an extension of time to perform any act or file any notification or report required by this CIA. Notwithstanding any other provision in this Section, if OIG grants the timely written request with respect to an act, notification, or report, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until one day after First Call fails to meet the revised deadline set by OIG. Notwithstanding any other provision in this Section, if OIG denies such a timely written request, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until three days after First Call receives OIG's written denial of such request or the original due date, whichever is later. A "timely written request" is defined as a request in writing received by OIG at least five days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

C. Payment of Stipulated Penalties

1. *Demand Letter.* Upon a finding that First Call has failed to comply with any of the obligations described in Section X.A and after determining that Stipulated Penalties are appropriate, OIG shall notify First Call of: (a) First Call's failure to comply; and (b) OIG's exercise of its contractual right to demand payment of the Stipulated Penalties. (This notification shall be referred to as the "Demand Letter.")

2. *Response to Demand Letter.* Within 10 days after the receipt of the Demand Letter, First Call shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties or (b) request a hearing before an HHS administrative law judge (ALJ) to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.E. In the event First Call elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until First Call cures, to OIG's satisfaction, the alleged breach in dispute. Failure to respond to the Demand Letter in one of these two manners within the allowed time period shall be considered a material breach of this CIA and shall be grounds for exclusion under Section X.D.

3. *Form of Payment.* Payment of the Stipulated Penalties shall be made by electronic funds transfer to an account specified by OIG in the Demand Letter.

4. *Independence from Material Breach Determination.* Except as set forth in Section X.D.1.c, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OIG's decision that First Call has materially breached this CIA, which decision shall be made at OIG's discretion and shall be governed by the provisions in Section X.D, below.

D. Exclusion for Material Breach of this CIA

1. *Definition of Material Breach.* A material breach of this CIA means:

- a. repeated or flagrant violations of the obligations under this CIA, including, but not limited to, the obligations addressed in Section X.A;

- b. a failure by First Call to report a Reportable Event, take corrective action, and make the appropriate refunds, as required in Section III.I;
- c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.C; or
- d. a failure to engage and use an IRO in accordance with Section III.D, Appendix A, and Appendix B.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by First Call constitutes an independent basis for First Call's exclusion from participation in the Federal health care programs. Upon a determination by OIG that First Call has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify First Call of: (a) First Call's material breach; and (b) OIG's intent to exercise its contractual right to impose exclusion. (This notification shall be referred to as the "Notice of Material Breach and Intent to Exclude.")

3. *Opportunity to Cure.* First Call shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate to OIG's satisfaction that:

- a. First Call is in compliance with the obligations of the CIA cited by OIG as being the basis for the material breach;
- b. the alleged material breach has been cured; or
- c. the alleged material breach cannot be cured within the 30 day period, but that: (i) First Call has begun to take action to cure the material breach; (ii) First Call is pursuing such action with due diligence; and (iii) First Call has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30 day period, First Call fails to satisfy the requirements of Section X.D.3, OIG may exclude First Call from participation in the Federal health care programs. OIG shall notify First Call in writing of its determination to exclude First Call. (This letter shall be referred to as the "Exclusion Letter.") Subject to the Dispute Resolution provisions in Section X.E, below, the

exclusion shall go into effect 30 days after the date of First Call's receipt of the Exclusion Letter. The exclusion shall have national effect. Reinstatement to program participation is not automatic. After the end of the period of exclusion, First Call may apply for reinstatement by submitting a written request for reinstatement in accordance with the provisions at 42 C.F.R. §§ 1001.3001-.3004.

E. Dispute Resolution

1. *Review Rights.* Upon OIG's delivery to First Call of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CIA, First Call shall be afforded certain review rights comparable to the ones that are provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. Part 1005 as if they applied to the Stipulated Penalties or exclusion sought pursuant to this CIA. Specifically, OIG's determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an HHS ALJ and, in the event of an appeal, the HHS Departmental Appeals Board (DAB), in a manner consistent with the provisions in 42 C.F.R. § 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within 10 days after receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for Stipulated Penalties under this CIA shall be: (a) whether First Call was in full and timely compliance with the obligations of this CIA for which OIG demands payment; and (b) the period of noncompliance. First Call shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. OIG shall not have the right to appeal to the DAB an adverse ALJ decision related to Stipulated Penalties. If the ALJ agrees with OIG with regard to a finding of a breach of this CIA and orders First Call to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless First Call requests review of the ALJ decision by the DAB. If the ALJ decision is properly appealed to the DAB and the DAB upholds the determination of OIG, the Stipulated Penalties shall become due and payable 20 days after the DAB issues its decision.

3. *Exclusion Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a material breach of this CIA shall be:

- a. whether First Call was in material breach of this CIA;
- b. whether such breach was continuing on the date of the Exclusion Letter; and
- c. whether the alleged material breach could not have been cured within the 30-day period, but that: (i) First Call had begun to take action to cure the material breach within that period; (ii) First Call has pursued and is pursuing such action with due diligence; and (iii) First Call provided to OIG within that period a reasonable timetable for curing the material breach and First Call has followed the timetable.

For purposes of the exclusion herein, exclusion shall take effect only after an ALJ decision favorable to OIG, or, if the ALJ rules for First Call, only after a DAB decision in favor of OIG. First Call's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude First Call upon the issuance of an ALJ's decision in favor of OIG. If the ALJ sustains the determination of OIG and determines that exclusion is authorized, such exclusion shall take effect 20 days after the ALJ issues such a decision, notwithstanding that First Call may request review of the ALJ decision by the DAB. If the DAB finds in favor of OIG after an ALJ decision adverse to OIG, the exclusion shall take effect 20 days after the DAB decision. First Call shall waive its right to any notice of such an exclusion if a decision upholding the exclusion is rendered by the ALJ or DAB. If the DAB finds in favor of First Call, First Call shall be reinstated effective on the date of the original exclusion.

4. *Finality of Decision.* The review by an ALJ or DAB provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CIA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this CIA.

## **XI. EFFECTIVE AND BINDING AGREEMENT**

First Call and OIG agree as follows:

A. This CIA shall become final and binding on the date the final signature is obtained on the CIA.

B. This CIA constitutes the complete agreement between the parties and may not be amended except by written consent of the parties to this CIA.

C. OIG may agree to a suspension of First Call's obligations under this CIA based on a certification by First Call that it is no longer providing health care items or services that will be billed to any Federal health care program and that it does not have any ownership or control interest, as defined in 42 U.S.C. §1320a-3, in any entity that bills any Federal health care program. If First Call is relieved of its CIA obligations, First Call will be required to notify OIG in writing at least 30 days in advance if First Call plans to resume providing health care items or services that are billed to any Federal health care program or to obtain an ownership or control interest in any entity that bills any Federal health care program. At such time, OIG shall evaluate whether the CIA will be reactivated or modified.

D. The undersigned First Call signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG signatories represent that they are signing this CIA in their official capacities and that they are authorized to execute this CIA.

E. This CIA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same CIA. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this CIA.

**ON BEHALF OF FIRST CALL**

*/Michael K. Ross/*

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**MICHAEL K. ROSS**  
Chief Executive Officer

*5/27/2014*

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Date

*/Chris Kelly/*

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**CHRIS KELLY**  
Counsel for First Call Ambulance Service, LLC

*May 27, 2014*

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Date

**ON BEHALF OF THE OFFICE OF INSPECTOR GENERAL  
OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

*/Robert K. DeConti/*

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*5/28/14*

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ROBERT K. DECONTI  
Assistant Inspector General for Legal Affairs  
Office of Inspector General  
U. S. Department of Health and Human Services

Date

*/Sandra Jean Sands/*

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*5/28/14*

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SANDRA JEAN SANDS  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

Date

## APPENDIX A

### INDEPENDENT REVIEW ORGANIZATION

This Appendix contains the requirements relating to the Independent Review Organization (IRO) required by Section III.D of the CIA.

#### A. IRO Engagement

1. First Call shall engage an IRO that possesses the qualifications set forth in Paragraph B, below, to perform the responsibilities in Paragraph C, below. The IRO shall conduct the review in a professionally independent and objective fashion, as set forth in Paragraph D. Within 30 days after OIG receives the information identified in Section V.A.8 of the CIA or any additional information submitted by First Call in response to a request by OIG, whichever is later, OIG will notify First Call if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, First Call may continue to engage the IRO.

2. If First Call engages a new IRO during the term of the CIA, this IRO shall also meet the requirements of this Appendix. If a new IRO is engaged, First Call shall submit the information identified in Section V.A.8 of the CIA to OIG within 30 days of engagement of the IRO. Within 30 days after OIG receives this information or any additional information submitted by First Call at the request of OIG, whichever is later, OIG will notify First Call if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, First Call may continue to engage the IRO.

#### B. IRO Qualifications

The IRO shall:

1. assign individuals to conduct the Claims Review and Systems Review who have expertise in the billing, coding, reporting, and other requirements of properly running an ambulance company and in the general requirements of the Federal health care program(s) from which First Call seeks reimbursement;

2. assign individuals to design and select the Claims Review sample who are knowledgeable about the appropriate statistical sampling techniques;

3. assign individuals to conduct the coding review portions of the Claims Review who have a nationally recognized coding certification and who have maintained this certification (e.g., completed applicable continuing education requirements); and

4. have sufficient staff and resources to conduct the reviews required by the CIA on a timely basis; and

5. assign individuals to conduct the Systems Review who have a nationally recognized history of doing such reviews.

C. IRO Responsibilities

The IRO shall:

1. perform each Claims Review in accordance with the specific requirements of the CIA;

2. follow all applicable Medicare, Medicaid and other Federal health care program rules and reimbursement guidelines in making assessments in the Claims Review and Systems Review;

3. if in doubt of the application of a particular Medicare, Medicaid or other Federal health care program policy or regulation, request clarification from the appropriate authority (e.g., Medicare contractor);

4. respond to all OIG inquiries in a prompt, objective, and factual manner; and

5. prepare timely, clear, well-written reports that include all the information required by Appendix B to the CIA.

D. IRO Independence and Objectivity

The IRO must perform the Claims Review and Systems Review in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the United States Government Accountability Office.

E. IRO Removal/Termination

1. *Provider and IRO.* If First Call terminates its IRO or if the IRO withdraws from the engagement during the term of the CIA, First Call must submit a notice explaining its reasons for termination or the reason for withdrawal to OIG no later than 30 days after termination or withdrawal. First Call must engage a new IRO in accordance with Paragraph A of this Appendix and within 60 days of termination or withdrawal of the IRO.

2. *OIG Removal of IRO.* In the event OIG has reason to believe the IRO does not possess the qualifications described in Paragraph B, is not independent and objective as set forth in Paragraph D, or has failed to carry out its responsibilities as described in Paragraph C, OIG may, at its sole discretion, require First Call to engage a new IRO in accordance with Paragraph A of this Appendix. First Call must engage a new IRO within 60 days of termination of the IRO.

Prior to requiring First Call to engage a new IRO, OIG shall notify First Call of its intent to do so and provide a written explanation of why OIG believes such a step is necessary. To resolve any concerns raised by OIG, First Call may present additional information regarding the IRO's qualifications, independence or performance of its responsibilities. OIG will attempt in good faith to resolve any differences regarding the IRO with First Call prior to requiring First Call to terminate the IRO. However, the final determination as to whether or not to require First Call to engage a new IRO shall be made at the sole discretion of OIG.

## APPENDIX B

### CLAIMS REVIEW

A. Claims Review. The IRO shall perform the Claims Review annually to cover each of the five Reporting Periods. The IRO shall perform all components of each Claims Review.

1. *Definitions*. For the purposes of the Claims Review, the following definitions shall be used:

- a. Overpayment: The amount of money First Call has received in excess of the amount due and payable under any Federal health care program requirements, as determined by the IRO in connection with the claims reviews performed under this Appendix B, and which shall include any extrapolated Overpayments determined in accordance with Section A.3 of this Appendix B.
- b. Paid Claim: A claim submitted by First Call and for which First Call has received reimbursement from the Medicare or Medicaid program.
- c. Population: The Population shall be defined as all Paid Claims during the 12-month period covered by the Claims Review.
- d. Error Rate: The Error Rate shall be the percentage of net Overpayments identified in the sample. The net Overpayments shall be calculated by subtracting all underpayments identified in the sample from all gross Overpayments identified in the sample. (Note: Any potential cost settlements or other supplemental payments should not be included in the net Overpayment calculation. Rather, only underpayments identified as part of the Discovery Sample shall be included as part of the net Overpayment calculation.)

The Error Rate is calculated by dividing the net Overpayment identified in the sample by the total dollar amount associated with the Paid Claims in the sample.

2. *Discovery Sample*. The IRO shall randomly select and review a sample of 100 Paid Claims (Discovery Sample). The Paid Claims shall be reviewed

based on the supporting documentation available at First Call's office or under First Call's control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded, submitted, and reimbursed.

If the Error Rate (as defined above) for the Discovery Sample is less than 5%, no additional sampling is required, nor is the Systems Review required. (Note: The guidelines listed above do not imply that this is an acceptable error rate. Accordingly, First Call should, as appropriate, further analyze any errors identified in the Discovery Sample. First Call recognizes that OIG or other HHS component, in its discretion and as authorized by statute, regulation, or other appropriate authority may also analyze or review Paid Claims included, or errors identified, in the Discovery Sample or any other segment of the universe.)

3. *Full Sample.* If the Discovery Sample indicates that the Error Rate is 5% or greater, the IRO shall select an additional sample of Paid Claims (Full Sample) using commonly accepted sampling methods. The Paid Claims selected for the Full Sample shall be reviewed based on supporting documentation available at First Call or under First Call's control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded, submitted, and reimbursed. For purposes of calculating the size of the Full Sample, the Discovery Sample may serve as the probe sample, if statistically appropriate. Additionally, the IRO may use the Paid Claims sampled as part of the Discovery Sample, and the corresponding findings for those Paid Claims, as part of its Full Sample, if: (1) statistically appropriate and (2) the IRO selects the Full Sample Paid Claims using the seed number generated by the Discovery Sample. The findings of the Full Sample shall be used by the IRO to estimate the actual Overpayment in the Population with a 90% confidence level and with a maximum relative precision of 25% of the point estimate. OIG, in its sole discretion, may refer the findings of the Full Sample (and any related workpapers) received from First Call to the appropriate Federal health care program payor (e.g., Medicare contractor), for appropriate follow-up by that payor.

4. *Other Requirements*

- a. Supplemental Materials. The IRO shall request all documentation and materials required for its review of the Paid Claims selected as part of the Discovery Sample or Full Sample (if applicable), and First Call shall furnish such documentation and materials to the IRO prior to the IRO initiating its review of the Discovery Sample or Full Sample (if applicable). If the IRO accepts any supplemental documentation or materials from First Call after the IRO has completed its initial review of the Discovery Sample or Full

Sample (if applicable) (Supplemental Materials), the IRO shall identify in the Claims Review Report the Supplemental Materials, the date the Supplemental Materials were accepted, and the relative weight the IRO gave to the Supplemental Materials in its review. In addition, the IRO shall include a narrative in the Claims Review Report describing the process by which the Supplemental Materials were accepted and the IRO's reasons for accepting the Supplemental Materials.

- b. Paid Claims without Supporting Documentation. Any Paid Claim for which First Call cannot produce documentation sufficient to support the Paid Claim shall be considered an error and the total reimbursement received by First Call for such Paid Claim shall be deemed an Overpayment. Replacement sampling for Paid Claims with missing documentation is not permitted.
- c. Use of First Samples Drawn. For the purposes of all samples (Discovery Sample(s) and Full Sample(s)) discussed in this Appendix, the Paid Claims selected in each first sample shall be used (i.e., it is not permissible to generate more than one list of random samples and then select one for use with the Discovery Sample or Full Sample).

5. *Credentials.* The IRO shall provide the names and credentials of the individuals who: (1) designed the statistical sampling procedures and the review methodology utilized for the Claims Review and (2) performed the Claims Review.

6. *Repayment of Identified Overpayments.* First Call shall repay within 30 days any Overpayment(s) identified in the Discovery Sample, regardless of the Error Rate, and (if applicable) the Full Sample, including the IRO's estimate of the actual Overpayment in the Population as determined in accordance with Section A.3 above, in accordance with payor refund policies. First Call shall make available to OIG all documentation that reflects the refund of the Overpayment(s) to the payor.

B. Claims Review Report. The IRO shall prepare a Claims Review Report as described in this Appendix for each Claims Review performed. The following information shall be included in the Claims Review Report for each Discovery Sample and Full Sample (if applicable).

- 1. *Claims Review Methodology*

- a. Claims Review Population. A description of the Population subject to the Claims Review.
- b. Claims Review Objective. A clear statement of the objective intended to be achieved by the Claims Review.
- c. Source of Data. A description of the specific documentation relied upon by the IRO when performing the Claims Review (e.g., medical records, physician orders, certificates of medical necessity, requisition forms, local medical review policies (including title and policy number), CMS program memoranda (including title and issuance number), Medicare carrier or intermediary manual or bulletins (including issue and date), other policies, regulations, or directives).
- d. Review Protocol. A narrative description of how the Claims Review was conducted and what was evaluated.
- e. Supplemental Materials. A description of any Supplemental Materials as required by A.5.a., above.

2. *Statistical Sampling Documentation*

- a. A copy of the printout of the random numbers generated by the “Random Numbers” function of the statistical sampling software used by the IRO.
- b. A copy of the statistical software printout(s) estimating how many Paid Claims are to be included in the Full Sample, if applicable.
- c. A description or identification of the statistical sampling software package used to select the sample and determine the Full Sample size, if applicable.

3. *Claims Review Findings*

- a. Narrative Results
  - i. A description of First Call’s billing and coding system(s), including the identification, by position description, of the personnel involved in coding and billing.

ii. A narrative explanation of the IRO's findings and supporting rationale (including reasons for errors, patterns noted, etc.) regarding the Claims Review, including the results of the Discovery Sample, and the results of the Full Sample (if any).

b. Quantitative Results

i. Total number and percentage of instances in which the IRO determined that the Paid Claims submitted by First Call (Claim Submitted) differed from what should have been the correct claim (Correct Claim), regardless of the effect on the payment.

ii. Total number and percentage of instances in which the Claim Submitted differed from the Correct Claim and in which such difference resulted in an Overpayment to First Call.

iii. Total dollar amount of all Overpayments in the Discovery Sample and the Full Sample (if applicable).

iv. Total dollar amount of Paid Claims included in the Discovery Sample and the Full Sample and the net Overpayment associated with the Discovery Sample and the Full Sample.

v. Error Rate in the Discovery Sample and the Full Sample.

vi. A spreadsheet of the Claims Review results that includes the following information for each Paid Claim: Federal health care program billed, beneficiary health insurance claim number, date of service, code submitted (e.g., DRG, CPT code, etc.), code reimbursed, allowed amount reimbursed by payor, correct code (as determined by the IRO), correct allowed amount (as determined by the IRO), dollar difference between allowed amount reimbursed by payor and the correct allowed amount.

vii. If a Full Sample is performed, the methodology used by the IRO to estimate the actual Overpayment in the Population and the amount of such Overpayment.

- c. Recommendations. The IRO's report shall include any recommendations for improvements to First Call's billing and coding system based on the findings of the Claims Revi

C.. **Systems Review**. First Call's IRO shall also conduct a Systems Review for each year the Error Rate of the Discovery Sample is 5% or greater. Regardless of the Error Rate in years one, two, three and four of the CIA, the IRO shall conduct a Systems Review. The Systems Review shall consist of the following:

- a. a review of First Call's Dispatch Protocol, Documentation Protocol (including run sheets), billing and coding systems and processes relating to claims submitted to Federal health care programs (including, but not limited to, the operation of the billing system, the process by which claims are coded, safeguards to ensure proper coding, claims submission and billing; and procedures to identify and correct appropriate level of transport for each patient, procedures to identify and correct inaccurate coding and billing);
- b. for each claim in the Discovery Sample and Full Sample that resulted in an Overpayment, the IRO shall review the system(s) and process(es) that generated the claim and identify any problems or weaknesses that may have resulted in the identified Overpayments. The IRO shall provide its observations and recommendations on suggested improvements to the system(s) and the process(es) that generated the claim.

1. *Systems Review Findings and Report*. The IRO shall prepare a Systems Review Report based on the Systems Review performed (if applicable) that shall include the IRO's observations, findings, and recommendations regarding:

- a. the strengths and weaknesses of First Call's Dispatch Protocol and Documentation Protocols (including run sheets), systems and processes.
- b. the strengths and weaknesses in First Call's billing systems and processes;
- c. the strengths and weaknesses in First Call's coding systems and processes;

- d. possible improvements to First Call's billing and coding systems and processes to address the specific problems or weaknesses that resulted in the identified Overpayments; and
- e. the strengths and weaknesses in First Call's systems and processes for categorizing the correct level of transport needed for a patient.

2. *Credentials.* The names and credentials of the individuals who: (1) designed the procedures and the review methodology utilized for the Systems Review and (2) performed the Systems Review.