CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
AMERICAN MEDICAL RESPONSE, INC.

I. PREAMBLE

American Medical Response, Inc. (AMR) 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, AMR is entering into a Settlement Agreement with the United States.

Prior to the effective date of this CIA, AMR established a corporate compliance program that applies to all AMR subsidiaries and facilities. AMR's compliance program includes written policies and procedures, an education and training component, mechanisms for the ongoing monitoring and auditing of AMR operations to assess compliance, mechanisms for employees and agents to report incidents of noncompliance in an anonymous way, disciplinary actions for individuals violating compliance policies and procedures, and oversight of the compliance program by the AMR Compliance Officer and Compliance Committee. AMR shall continue the operation of its compliance measures in accordance with the terms set forth below for the term of this CIA. AMR may modify its voluntary compliance measures as appropriate, but, at a minimum, AMR shall ensure that during the term of this CIA, it shall comply with the integrity obligations enumerated in this CIA.

II. TERM AND SCOPE OF THE CIA

A. The period of the compliance obligations assumed by AMR under this CIA shall be five years from the effective date of this CIA, unless otherwise specified. The effective date shall be the date on which the final signatory of this CIA executes this CIA (Effective Date). 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, VIII, IX, X, and XI shall expire no later than 120 days after OIG's receipt of: (1) AMR's final Annual Report; or (2) any additional materials submitted by AMR pursuant to the OIG's request, whichever is later.

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

1. "Arrangements" shall mean every arrangement or transaction that: involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value; and is between AMR and any actual or potential source of health care business or referrals to AMR or any actual or potential recipient of health care business or referrals from AMR. The term "source" shall mean any physician, contractor, vendor, agent, or healthcare facility (e.g., hospital or nursing facility) and the term "health care business or referrals" shall be read to include referring, recommending, arranging for, ordering, leasing, or purchasing of any good, facility, item, or service for which payment may be made in whole or in part by a Federal health care program.

2. "Covered Persons" includes:

a. all owners (other than shareholders who: (1) have an ownership interest of less than 5% and (2) acquired the ownership interest through public trading), officers, directors, and employees of AMR;

b. all officers and employees of Emergency Medical Services Corporation (EMSC), and/or Emergency Medical Services, L.P. (EMS), who are involved in the management, operations, or compliance program of AMR; and

c. all contractors, subcontractors, agents, and other persons who perform billing or coding functions on behalf of AMR.

d. all contractors, subcontractors, agents, and other persons who provide patient care items or services in (1) an AMR facility or (2) a vehicle owned or leased by AMR.

Notwithstanding the above, the term "Covered Persons" 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 per year in either an AMR facility or a

vehicle owned or leased by AMR, except that any such individuals shall become "Covered Persons" at the point when they work more than 160 hours during the calendar year.

3. "Arrangements Covered Persons" includes each Covered Person involved with the development, approval, management, or review of AMR's Arrangements, as such term is defined in Section II.C of the CIA.

4. "Covered Contractor" includes any independent contractor or subcontractor (who is not a Covered Person) and their employees that is engaged by AMR to provide patient care items or services.

AMR has represented that it does not control Covered Contractors and that it is unable to compel their compliance with the requirements set forth in this CIA. For purposes of this CIA, AMR agrees to use its best efforts to promote compliance by Covered Contractors with Federal health care program requirements by undertaking the following obligations. AMR shall:

(a) within 120 days after the Effective Date and annually thereafter by the anniversary of the Effective Date, send a letter to all Covered Contractors. The letter shall outline AMR's obligations under this CIA and its commitment to full compliance with all Federal health care program requirements. The letter shall include the website link to information about AMR's compliance program. AMR shall attach a copy of EMSC's Code of Conduct to the letter and ask that the Code of Conduct be made available to all relevant employees of the Covered Contractor. The letter shall include an offer from AMR to provide all Covered Contractors with all training that AMR would be required to provide to such persons if they were Covered Persons under the CIA. AMR shall submit a copy of each letter and a list of all documents attached to such letters to the OIG with the Implementation Report and with the second and subsequent Annual Reports;

(b) at least 30 days in advance of scheduled training sessions, send a notice about the logistical details and contents of these upcoming training sessions (as required by Section III.C) to each Covered Contractor. In that notice, AMR shall strongly encourage all relevant employees of the Covered Contractor to attend the training sessions. AMR shall submit a copy of the notices to the OIG with each Annual Report and shall report to

the OIG on the number of employees of each Covered Contractor who attended the training; and

(c) undertake its best efforts to include language in each agreement with a Covered Contractor requiring that the Covered Contractor screen their employees before hiring and at least annually thereafter to ensure the employees are not excluded, debarred, suspended or otherwise ineligible to participate in Federal health care programs. With regard to those agreements containing screening language, AMR shall annually obtain certifications from each Covered Contractor with which it enters an agreement that the Covered Contractor has screened its employees to ensure that they are not excluded, debarred, suspended or otherwise ineligible to participate in Federal health care programs and shall obtain explanations of any action taken with regard to individuals who are found to be excluded, debarred, or suspended. AMR shall submit a copy of these certifications to the OIG with each Annual Report. If an agreement with a Covered Contractor does not contain the screening requirements outlined above, AMR shall offer to screen the employees covered by the agreement in accordance with Section III.F in lieu of the Covered Contractor conducting the screening.

III. CORPORATE INTEGRITY OBLIGATIONS

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

A. Compliance Officer and Committee.

1. *Compliance Officer.* AMR shall continue to have an individual 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 AMR, shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of AMR and/or EMSC, and shall be authorized to report on such matters to the Board of Directors of AMR, EMS, or EMSC at any time. The Compliance Officer shall not be or be subordinate to the General Counsel or Chief Financial Officer. The Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by AMR as well as for any reporting obligations created under this CIA.

AMR shall report to the 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 15 days after such a change.

2. *Compliance Committee.* To the extent not already accomplished, within 90 days after the Effective Date, AMR 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 or her responsibilities (e.g., shall assist in the analysis of the organization's risk areas and shall oversee monitoring of internal and external audits and investigations).

AMR 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.

B. Written Standards.

1. *Code of Conduct.* To the extent not already accomplished, within 120 days after the Effective Date, AMR shall adopt and distribute EMSC's written Code of Conduct to all Covered Persons. AMR shall make the promotion of, and adherence to, the Code of Conduct an element in evaluating the performance of all employees. The Code of Conduct shall, at a minimum, set forth:

a. AMR'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. AMR's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program requirements and with AMR's Compliance Policies and Procedures as implemented pursuant to this Section III.B (including the requirements of this CIA);

c. the requirement that all of AMR's Covered Persons shall be expected to report to the Compliance Officer or other appropriate individual designated by AMR suspected violations of any Federal health care program requirements or of AMR's Compliance Policies and Procedures;

d. the possible consequences to both AMR and Covered Persons of failure to comply with Federal health care program requirements and with AMR's Compliance 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.F, and AMR's commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Within 120 days after the Effective Date, each Covered Person who has not done so within the past six months shall certify, in writing, that he or she has received, read, understood, and shall abide by AMR'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.

AMR shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions based on such review. Any revised Code of Conduct shall be distributed within 30 days after any revisions are finalized. Each Covered Person shall certify, in writing or electronic form, 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*. To the extent not already accomplished, within 120 days after the Effective Date, AMR shall implement written Policies and Procedures regarding the operation of AMR's compliance program and its 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. 42 U.S.C. § 1320a-7b(b) (Anti-Kickback Statute) and the regulations and other guidance documents related to the Anti-Kickback Statute, and business or financial arrangements or contracts that generate unlawful Federal health care program business in violation of the Anti-Kickback Statute;

c. the requirements set forth in Section III.D (Compliance with the Anti-Kickback Statute), including, but not limited to, the Arrangements Database, the internal review and approval process, and the tracking of remuneration to and from sources of health care business or referrals;

d. accurate coding for and claims submission in connection with items and services billed to Federal health care programs; and

e. measures designed to ensure that AMR fully complies with all applicable Medicare, Medicaid, and other Federal health care program statutes, regulations, and guidelines.

To the extent not already accomplished, within 120 days after the Effective Date, the relevant portions of the Policies and Procedures shall be made available to all individuals whose job functions relate to those Policies and Procedures. Appropriate and knowledgeable staff shall be available to explain the Policies and Procedures.

At least annually (and more frequently, if appropriate), AMR shall assess and update as necessary the Policies and Procedures. Within 30 days after the effective date of any revisions, the relevant portions of any such revised Policies and Procedures shall be made available to all individuals whose job functions relate to those Policies and Procedures.

C. Training and Education.

1. *General Training*. Within 120 days after the Effective Date, AMR shall provide at least one hour of General Training to each Covered Person. This training, at a minimum, shall explain AMR's:

a. CIA requirements; and

b. AMR's 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 120 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 annually.

2. *Arrangements Training.* Within 120 days after the Effective Date, each Arrangements Covered Person shall receive at least two hours of Arrangements Training, in addition to the General Training required above. The Arrangements Training shall include a discussion of the following topics:

a. Arrangements that potentially implicate the Anti-Kickback Statute, as well as the regulations and other guidance documents related to this statute;

b. AMR's policies, procedures, and other requirements relating to Arrangements, including but not limited to, the Arrangements Database, the internal review and approval process, and the tracking of remuneration to and from sources of health care business or referrals required by Section III.D of the CIA;

c. the personal obligation of each individual involved in the development, approval, management, or review of AMR's Arrangements to know the applicable legal requirements and AMR's policies and procedures;

d. the legal sanctions under the Anti-Kickback Statute; and

e. examples of violations of the Anti-Kickback Statute.

Notwithstanding the above Arrangements Training requirements, only Arrangements Covered Persons who are involved in AMR's operations in the State of Texas need to be trained regarding the Arrangements Database referenced in Section III.C.2.b, above. New Arrangements Covered Persons shall receive this training within 30 days after the beginning of their employment or becoming Arrangements Covered Persons, or within 120 days after the Effective Date, whichever is later. An AMR employee who has completed the Arrangements Training shall review a new

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Arrangements Covered Person's work until such time as the new Arrangements Covered Person completes his or her Arrangements Training.

After receiving the initial Arrangements Training described in this Section, each Arrangements Covered Person shall receive at least two hours of Arrangements Training annually.

4. *Certification.* Each individual who is required to attend training shall certify, in writing, or in electronic form, if applicable, 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. These shall be made available to the OIG, upon request.

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

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

7. *Computer-based Training.* AMR may provide the training required under this CIA through appropriate computer-based training approaches. If AMR 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. Compliance with the Anti-Kickback Statute.

1. *Arrangements Procedures.* Within 120 days after the Effective Date, AMR shall create procedures reasonably designed to ensure that each existing and new or renewed Arrangement does not violate the Anti-Kickback Statute or the regulations, directives, and guidance related to this statute (Arrangements Procedures). These Arrangements Procedures apply only to AMR's operations in the State of Texas. These procedures shall include the following:

a. creating and maintaining a database of all existing and new or renewed Arrangements for AMR's operations in the State of Texas that shall contain the information specified in Appendix A (Arrangements Database);

b. tracking remuneration to and from all parties to Arrangements;

c. tracking service and activity logs to ensure that parties to the Arrangement are performing the services required under the applicable Arrangement(s) (if applicable);

d. monitoring the use of leased space, medical supplies, medical devices, equipment, or other patient care items to ensure that such use is consistent with the terms of the applicable Arrangement(s) (if applicable);

e. establishing and implementing a written review and approval process for all Arrangements, including but not limited to a legal review by counsel with expertise in the Anti-Kickback Statute and appropriate documentation of all internal controls, the purpose of which is to ensure that all new and existing or renewed Arrangements do not violate the Anti-Kickback Statute;

f. requiring the Compliance Officer to review the Arrangements Database, internal review and approval process, and other Arrangements Procedures on at least a quarterly basis and to provide a report on the results of such review to the Compliance Committee; and

g. implementing effective responses when suspected violations of the Anti-Kickback Statute are discovered, including disclosing Reportable Events and quantifying and repaying Overpayments pursuant to Section III.I (Reporting) when appropriate.

2. *New or Renewed Arrangements.* Prior to entering into new Arrangements or renewing existing Arrangements, in addition to complying with the Arrangements Procedures set forth above, AMR shall comply with the following requirements (Arrangements Requirements):

a. Ensure that each Arrangement is set forth in writing and signed by AMR and the other parties to the Arrangement;

b. Include in the written agreement a requirement that all individuals who meet the definition of Arrangements Covered Persons shall comply with AMR's Compliance Program, including

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the training related to the Anti-Kickback Statute. Additionally, AMR shall provide each party to the Arrangement with a copy of its Code of Conduct and Anti-Kickback Statute Policies and Procedures;

c. Include in the written agreement a certification by the parties to the Arrangement that the parties shall not violate the Anti-Kickback Statute with respect to the performance of the Arrangement.

These Arrangements Requirements apply to AMR's nationwide operations.

3. *Records Retention and Access.* AMR shall retain and make available to the OIG, upon request, the Arrangements Database and all supporting documentation of the Arrangements subject to this Section and, to the extent available, all non-privileged communications related to the Arrangements and the actual performance of the duties under the Arrangements.

E. Review Procedures.

1. *General Description.*

a. Engagement of Independent Review Organization. Within 120 days after the Effective Date, AMR shall engage an individual or entity (or entities), such as an accounting, auditing, law or consulting firm (hereinafter "Independent Review Organization" or "IRO"), to perform the following reviews: (i) a review to assist AMR in assessing its compliance with the obligations pursuant to Section III.D of this Agreement (Arrangements Review) for AMR's operations in the State of Texas, and (ii) if applicable, a review to analyze whether AMR sought payment for certain unallowable costs (Unallowable Cost Review). The IRO engaged by AMR to perform the Unallowable Costs Review shall have expertise in the cost reporting requirements applicable to AMR and in the general requirements of the Federal health care program(s) from which AMR seeks reimbursement.

Each IRO shall assess, along with AMR, whether it can perform the IRO review in a professionally independent and/or objective fashion, as appropriate to the nature of the engagement, taking into account any other business relationships or other engagements that may

exist. The engagement of the IRO for the Arrangements Review shall not be deemed to create an attorney-client relationship between AMR and the IRO. The other applicable requirements relating to the IRO(s) are outlined in Appendix B to this CIA, which is incorporated by reference.

b. Frequency of Arrangements Review. The Arrangements Review shall be performed annually and shall cover each of the Reporting Periods. The IRO(s) shall perform all components of each annual Arrangements Review.

c. Frequency of Unallowable Cost Review. If applicable, the IRO shall perform the Unallowable Cost Review for the first Reporting Period. AMR represents that it does not seek cost-based reimbursement from Federal health care programs.

d. Retention of Records. The IRO and AMR shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO and AMR) related to the reviews.

e. Responsibilities and Liabilities. Nothing in this Section III.E affects AMR's responsibilities or liabilities under any criminal, civil, or administrative laws or regulations applicable to any Federal health care program including, but not limited to, the Anti-Kickback Statute.

2. *Arrangements Review.* The IRO shall perform a review to assess whether AMR is complying with the Arrangements Procedures required by Section III.D.1 and III.D.2 of this CIA for AMR's operations in the State of Texas. The IRO shall randomly select a sample of 25 Arrangements for AMR's operations in the State of Texas that were entered into or renewed during the Reporting Period. The IRO shall assess whether AMR has implemented the Arrangements Procedures and, for each selected Arrangement, the IRO shall assess whether AMR has complied with the Arrangements Procedures and Arrangements Requirements specifically with respect to that Arrangement. The IRO's assessment shall include, but is not limited to: (a) verifying that the Arrangement is listed in the Arrangements Database; (b) verifying that the Arrangement was subject to the internal review and approval process (including both a legal and business review) and obtained the necessary approvals and that such review and approval is appropriately documented; (c) verifying that the remuneration related to

the Arrangement is properly tracked; (d) verifying that the service and activity logs are properly completed and reviewed (if applicable); (e) verifying that leased space, medical supplies, medical devices, and equipment, and other patient care items are properly monitored (if applicable); (f) verifying that the Compliance Officer is reviewing the Arrangements Database, internal review and approval process, and other Arrangements Procedures on a quarterly basis and reporting the results of such review to the Compliance Committee; (g) verifying that effective responses are being implemented when violations of the Anti-Kickback Statute are discovered; and (h) verifying that AMR has met the requirements of Section III.D.2.

3. *Arrangements Review Report.* The IRO shall prepare a report based upon the Arrangements Review performed (Arrangements Review Report). The Arrangements Review Report shall include the IRO's findings with respect to (a) whether AMR has generally implemented the Arrangements Procedures described in Section III.D.1 for AMR's operations in the State of Texas; and (b) specific findings as to whether AMR has complied with the Arrangements Procedures and Arrangements Requirements with respect to each of the randomly selected Arrangements reviewed by the IRO. In addition, the Arrangements Review Report shall include any observations, findings, and recommendations on possible improvements to AMR's policies, procedures, and systems in place to ensure that all Arrangements do not violate the Anti-Kickback Statute.

4. *Unallowable Cost Review.* If applicable, the IRO shall conduct a review of AMR's compliance with the unallowable cost provisions of the Settlement Agreement. The IRO shall determine whether AMR has complied with its obligations not to charge to, or otherwise seek payment from, Federal or State payors for unallowable costs (as defined in the Settlement Agreement) and its obligation to identify to applicable Federal or State payors any unallowable costs included in payments previously sought from the United States, or any State Medicaid program. This unallowable cost analysis shall include, but not be limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by AMR or any affiliates. To the extent that such cost reports, cost statements, information reports, or payment requests, even if already settled, have been adjusted to account for the effect of the inclusion of the unallowable costs, the IRO shall determine if such adjustments were proper. In making this determination, the IRO may need to review cost reports and/or financial statements from the year in which the Settlement Agreement was executed, as well as from previous years.

5. *Unallowable Cost Review Report.* If applicable, the IRO shall prepare a report based upon the Unallowable Cost Review performed. The Unallowable Cost

Review Report shall include the IRO's findings and supporting rationale regarding the Unallowable Cost Review and whether AMR has complied with its obligation not to charge to, or otherwise seek payment from, Federal or State payors for unallowable costs (as defined in the Settlement Agreement) and its obligation to identify to applicable Federal or State payors any unallowable costs included in payments previously sought from such payor.

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

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

7. *Independence/Objectivity Certification.* The IRO shall include in its report(s) to AMR a certification or sworn affidavit that it has evaluated its professional independence and/or objectivity, as appropriate to the nature of the engagement, with regard to the Arrangements Review or, if applicable, Unallowable Cost Review and that it has concluded that it is, in fact, independent and/or objective.

F. Disclosure Program.

AMR shall maintain its 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 AMR'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. AMR shall continue to 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, AMR 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. The disclosure log shall be made available to the OIG upon request.

G. 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 ambit 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 (available through the Internet at http://oig.hhs.gov); and

ii. the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://epls.arnet.gov).

c. "Screened Persons" include prospective and current owners, officers, directors, employees, contractors, and agents of AMR.

2. *Screening Requirements.* AMR shall ensure that all Screened Persons are not Ineligible Persons, by implementing the following screening requirements.

a. AMR shall screen all Screened Persons against the Exclusion Lists prior to engaging their services and, as part of the hiring or contracting process, shall require such persons to disclose whether they are an Ineligible Person.

b. AMR shall screen all Screened Persons against the Exclusion Lists within 90 days after the Effective Date and on an annual basis thereafter.

c. AMR shall implement a policy requiring all Screened Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

Nothing in this Section affects the responsibility of (or liability for) AMR to refrain from billing Federal health care programs for items or services furnished, ordered, or prescribed by an Ineligible Person.

3. *Removal Requirement.* If AMR has actual notice that a Screened Person has become an Ineligible Person, AMR shall remove such person from responsibility for, or involvement with, AMR's business operations related to the Federal health care

programs and shall remove such person from any position for which the person's compensation or the items or services furnished, ordered, or prescribed by the 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 person is reinstated into participation in the Federal health care programs.

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

H. Notification of Government Investigation or Legal Proceedings.

Within 30 days after discovery, AMR shall notify the OIG, in writing, of any ongoing investigation or legal proceeding known to AMR conducted or brought by a governmental entity or its agents involving an allegation that AMR 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. AMR shall also provide written notice to the OIG within 30 days after the resolution of the matter, and shall provide the OIG with a description of the findings and/or results of the investigation or proceedings, if any.

I. Reporting.

1. *Overpayments.*

a. Definition of Overpayments. For purposes of this CIA, an "Overpayment" shall mean the amount of money AMR has received in excess of the amount due and payable under any Federal health care program requirements.

b. Reporting of Overpayments. If, at any time, AMR identifies or learns of any Overpayment, AMR shall notify the payor (e.g., Medicare fiscal intermediary or carrier) within 30 days after identification of the Overpayment and take remedial steps within 60 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. Also, within 30 days after identification of the Overpayment, AMR shall repay the Overpayment to the appropriate payor to the extent such Overpayment has been quantified. If not yet quantified, within 30 days after identification, AMR 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, and, for Medicare contractors, shall include the information contained on the Overpayment Refund Form, provided as Appendix C to this CIA. 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.

2. *Reportable Events.*

a. Definition of Reportable Event. For purposes of this CIA, a "Reportable Event" means anything that involves:

i. a substantial Overpayment; or

ii. 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.

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

b. Reporting of Reportable Events. If AMR determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event involving AMR, AMR shall notify the OIG, in writing, within 30 days after making the determination that the Reportable Event exists. The report to the OIG shall include the following information:

i. If the Reportable Event results in an Overpayment, the report to the OIG shall be made at the same time as the notification to the payor required in Section III.I.1, and shall include all of the information on the Overpayment Refund Form, as well as:

(A) the payor's name, address, and contact person to whom the Overpayment was sent; and

(B) the date of the check and identification number (or electronic transaction number) by which the Overpayment was repaid/refunded;

ii. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;

iii. a description of AMR's actions taken to correct the Reportable Event; and

iv. any further steps AMR plans to take to address the Reportable Event and prevent it from recurring.

IV. NEW BUSINESS UNITS OR LOCATIONS

In the event that, after the Effective Date, AMR changes locations or sells, closes, purchases, or establishes a new business unit or location related to the furnishing of items or services that may be reimbursed by Federal health care programs, AMR shall notify the OIG of this fact as soon as possible, but no later than within 30 days after the date of change of location, sale, closure, purchase, or establishment. This notification shall include the address of the new business unit or location, phone number, fax number, Medicare Provider number, provider identification number and/or supplier number, and the corresponding contractor's name and address that has issued each Medicare number. Each new business unit or location shall be subject to all the requirements of this CIA.

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 150 days after the Effective Date, AMR shall submit a written report to the 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. a copy of AMR's Code of Conduct required by Section III.B.1;

4. a copy of all Policies and Procedures required by Section III.B.2;

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 available to OIG, upon request);

6. 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;

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 available to the OIG, upon request.

7. a description of the Arrangements Database required by Section III.D.1.a;

8. a description of the internal review and approval process required by Section III.D.1.e;

9. a description of the tracking and monitoring procedures and other Arrangements Procedures required by Section III.D.1;

10. a description of the Disclosure Program required by Section III.F;

11. the following information regarding the IRO(s): (a) identity, address, and phone number; (b) a copy of the engagement letter; (c) a summary and description of any and all current and prior engagements and agreements between AMR and the IRO; and (d) the proposed start and completion dates of the Arrangements Review and, if applicable, the Unallowable Cost Review;

12. a certification from the IRO regarding its professional independence and/or objectivity with respect to AMR;

13. a description of the process by which AMR fulfills the requirements of Section III.G regarding Ineligible Persons;

14. the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.G; the actions taken in response to the screening and removal obligations set forth in Section III.G; and the actions taken to identify, quantify, and repay any overpayments to Federal health care programs relating to items or services furnished, ordered or prescribed by an Ineligible Person;

15. a list of all of AMR'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 Provider number(s), provider identification number(s), and/or supplier number(s); and the name and address of each Medicare contractor to which AMR currently submits claims;

16. a description of AMR's corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business; and

17. the certifications required by Section V.C.

B. Annual Reports. AMR shall submit to the OIG annually a report with respect to the status of, and findings regarding, AMR'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 and any change in the membership of the Compliance Committee described in Section III.A;

2. 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) and copies of any compliance-related Policies and Procedures;

3. 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 available to OIG, upon request);

4. 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;

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 available to OIG, upon request.

5. a description of any changes to the Arrangements Database required by Section III.D.1.a;

6. a description of any changes to the internal review and approval process required by Section III.D.1.e;

7. a description of any changes to the tracking and monitoring procedures and other Arrangements Procedures required by Section III.D.1;

8. a complete copy of all reports prepared pursuant to Section III.E, along with a copy of the IRO's engagement letter (if applicable);

9. AMR's response and corrective action plan(s) related to any issues raised by the reports prepared pursuant to Section III.E;

10. a summary and description of any and all current and prior engagements and agreements between AMR 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/or objectivity with respect to AMR;

12. a summary of Reportable Events (as defined in Section III.I) identified during the Reporting Period and the status of any corrective and preventative 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.F that: (a) relate to Federal health care programs; (b) allege abuse or neglect of patients; or (c) involve allegations of conduct that may involve illegal remunerations or inappropriate referrals in violation of the Anti-Kickback Statute;

15. any changes to the process by which AMR fulfills the requirements of Section III.G regarding Ineligible Persons;

16. the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.G; the actions taken by AMR in response to the screening and removal obligations set forth in Section III.G; and the actions taken to identify, quantify, and repay any overpayments to Federal health care programs relating to items or services relating to items or services furnished, ordered or prescribed by an Ineligible Person;

17. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.H. 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;

18. a description of all changes to the most recently provided list of AMR's's locations (including addresses) as required by Section V.A.15; the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's Medicare Provider number(s), provider identification number(s), and/or supplier number(s); and the name and address of each Medicare contractor to which AMR currently submits claims; and

19. the certifications required by Section V.C.

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

C. Certifications. The Implementation Report and Annual Reports shall include a certification by the Compliance Officer that:

1. to the best of his or her knowledge, except as otherwise described in the applicable report, AMR is in compliance with all of the requirements of this CIA;

2. to the best of his or her knowledge, AMR has implemented procedures reasonably designed to ensure that all Arrangements do not violate the Anti-Kickback Statute, including the Arrangements Procedures required in Section III.D of the CIA;

3. to the best of his or her knowledge, AMR has fulfilled the requirements for New and Renewed Arrangements under Section III.D.2 of the CIA;

4. 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

5. AMR 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. AMR 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. AMR 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, SW
Washington, D.C. 20201
Telephone: (202) 619-2078
Facsimile: (202) 205-0604

AMR:

Matthew Marchese
Chief Compliance Officer
American Medical Response, Inc.
6200 South Syracuse Way, # 200
Greenwood Village, CO 80111
Telephone: (303) 495-1200
Facsimile: (303) 495-1649

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.

VII. OIG Inspection, Audit, and Review Rights

In addition to any other rights the OIG may have by statute, regulation, or contract, the OIG or its duly authorized representative(s) may examine or request copies of AMR's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of AMR's locations for the purpose of verifying and evaluating: (a) AMR's compliance with the terms of this CIA; and (b) AMR's compliance with the requirements of the Federal health care programs in which it participates. The documentation described above shall be made available by AMR to the OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, or reproduction. Furthermore, for purposes of this provision, the OIG or its duly authorized representative(s) may interview any of AMR's employees, contractors, or agents 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 the OIG. AMR shall assist the OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon the OIG's request. AMR's employees may elect to be interviewed with or without a representative of AMR present.

VIII. Document and Record Retention

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

IX. Disclosures

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

X. Breach and Default Provisions

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

GBM CV

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, AMR and the 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 AMR fails to establish and implement any of the following obligations as described in Section III:

a. a Compliance Officer;

b. a Compliance Committee;

c. a written Code of Conduct;

d. written Policies and Procedures;

e. the training of Covered Persons;

f. the Arrangements Procedures and/or Arrangements Requirements described in Sections III.D.1 and III.D.2;

g. a Disclosure Program;

h. Ineligible Persons screening and removal requirements; and

i. Notification of Government investigations or legal proceedings.

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 AMR fails to engage an IRO, as required in Section III.E 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 AMR fails to submit the Implementation Report or the Annual Reports to the 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 AMR fails to submit the annual Arrangements Review Report or the Unallowable Cost Review Report in accordance with the requirements of Section III.E.

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

6. A Stipulated Penalty of $5,000 for each false certification submitted by or on behalf of AMR 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 AMR fails to comply fully and adequately with any obligation of this CIA. The OIG shall provide notice to AMR, stating the specific grounds for its determination that AMR has failed to comply fully and adequately with the CIA obligation(s) at issue and steps AMR shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after AMR 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 the OIG has sought a Stipulated Penalty under Subsections 1-6 of this Section.

B. Timely Written Requests for Extensions. AMR 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 the 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 AMR fails to meet the revised deadline set by the OIG. Notwithstanding any other provision in this Section, if the 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 business days after AMR receives the 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 the OIG at least five business 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 AMR has failed to comply with any of the obligations described in Section X.A and after determining that Stipulated

Penalties are appropriate, the OIG shall notify AMR of: (a) AMR's failure to comply; and (b) OIG's exercise of its contractual right to demand payment of the Stipulated Penalties (this notification is referred to as the "Demand Letter").

2. *Response to Demand Letter.* Within 10 days after the receipt of the Demand Letter, AMR shall either: (a) cure the breach to the OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) request a hearing before an HHS administrative law judge (ALJ) to dispute the OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.E. In the event AMR elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until AMR cures, to the 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 certified or cashier's check, payable to: "Secretary of the Department of Health and Human Services," and submitted to the OIG at the address set forth in Section VI.

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 the OIG's decision that AMR has materially breached this CIA, which decision shall be made at the 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. a failure by AMR to report a Reportable Event, take corrective action, and make the appropriate refunds, as required in Section III.I;

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

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.

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

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

a. AMR is in compliance with the obligations of the CIA cited by the 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) AMR has begun to take action to cure the material breach; (ii) AMR is pursuing such action with due diligence; and (iii) AMR has provided to the OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter*. If, at the conclusion of the 30-day period, AMR fails to satisfy the requirements of Section X.D.3, the OIG may exclude AMR from participation in the Federal health care programs. The OIG shall notify AMR in writing of its determination to exclude AMR (this letter shall be referred to hereinafter 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 AMR's receipt of the Exclusion Letter. The exclusion shall have national effect and shall also apply to all other Federal procurement and nonprocurement programs. Reinstatement to program participation is not automatic. After the end of the period of exclusion, AMR 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 the OIG's delivery to AMR 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, AMR 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, the 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 AMR was in full and timely compliance with the obligations of this CIA for which the OIG demands payment; and (b) the period of noncompliance. AMR shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. The OIG shall not have the right to appeal to the DAB an adverse ALJ decision related to Stipulated Penalties. If the ALJ agrees with the OIG with regard to a finding of a breach of this CIA and orders AMR to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless AMR 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 the 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 AMR 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) AMR had begun to take action

to cure the material breach within that period; (ii) AMR has pursued and is pursuing such action with due diligence; and (iii) AMR provided to OIG within that period a reasonable timetable for curing the material breach and AMR has followed the timetable.

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

Consistent with the provisions in the Settlement Agreement pursuant to which this CIA is entered, AMR and the OIG agree as follows:

A. This CIA shall be binding on the successors, assigns, and transferees of AMR;

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

C. Any modifications to this CIA shall be made with the prior written consent of the parties to this CIA;

D. The OIG may agree to a suspension of AMR's obligations under the CIA in the event of AMR's cessation of participation in Federal health care programs. If AMR withdraws from participation in Federal health care programs and is relieved of its CIA

obligations by the OIG, AMR shall notify the OIG at least 30 days in advance of AMR's intent to reapply as a participating provider or supplier with any Federal health care program. Upon receipt of such notification, the OIG shall evaluate whether the CIA should be reactivated or modified.

E. The undersigned AMR signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG signatory represents that he is signing this CIA in his official capacity and that he is authorized to execute this CIA.

ON BEHALF OF AMERICAN MEDICAL RESPONSE, INC.

WILLIAM A. SANGER
Chief Executive Officer
American Medical Response, Inc.

8/29/06
DATE

MATTHEW MARCHESE
Chief Compliance Officer
American Medical Response, Inc.

9/11/06
DATE

CARRIE VALIANT, ESQ.
Epstein Becker & Green, P.C.
Counsel for American Medical Response, Inc.

9/12/06
DATE

DAVID E. MATYAS, ESQ.
Epstein Becker & Green, P.C.
Counsel for American Medical Response, Inc.

8/21/06
DATE

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

GREGORY E. DEMSKE
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

9/14/06
DATE

APPENDIX A
ARRANGEMENTS DATABASE

AMR shall create and maintain an Arrangements Database to track all new and existing Arrangements for AMR's operations in the State of Texas in order to ensure that each Arrangement does not violate the Anti-Kickback Statute. The Arrangements Database shall contain certain information to assist AMR in evaluating whether each Arrangement violates the Anti-Kickback Statute, including but not limited to the following:

1. Each party involved in the Arrangement;

2. The type of Arrangement (e.g., ambulance contract, physician employment contract, medical directorship, lease agreement);

3. The term of the Arrangement, including the effective and expiration dates and any automatic renewal provisions;

4. The amount of compensation to be paid pursuant to the Arrangement and the means by which compensation is paid;

5. The methodology for determining the compensation under the Arrangements, including the methodology used to determine the fair market value of such compensation;

6. Whether the amount of compensation to be paid pursuant to the Arrangement is determined based on the volume or value of referrals between the parties;

7. Whether each party has fulfilled the requirements of Section III.D.2; and

8. Whether the Arrangement satisfies the requirements of an Anti-Kickback Statute safe harbor, as applicable.

APPENDIX B
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.

AMR 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/or objective fashion, as set forth in Paragraph D. Within 30 days after the OIG receives written notice of the identity of the selected IRO, the OIG will notify AMR if the IRO is unacceptable. Absent notification from the OIG that the IRO is unacceptable, AMR may continue to engage the IRO.

If AMR 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, AMR shall submit the information identified in Section V.A.11 to the OIG within 30 days of engagement of the IRO. Within 30 days after the OIG receives written notice of the identity of the selected IRO, the OIG will notify AMR if the IRO is unacceptable. Absent notification from the OIG that the IRO is unacceptable, AMR may continue to engage the IRO.

B. IRO Qualifications.

The IRO shall:

1. assign individuals to conduct the Arrangements Review and, if applicable, the Unallowable Cost Review engagement who have expertise in Arrangements and, if applicable, the billing, coding, reporting, and other requirements of the Federal health care program(s) from which AMR seeks reimbursement; and

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

C. IRO Responsibilities.

The IRO shall:

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

2. respond to all OIG inquires in a prompt, objective, and factual manner; and

3. prepare timely, clear, well-written reports that include all the information required by the CIA.

D. IRO Independence/Objectivity.

The IRO must perform the Arrangements Review in a professionally independent and/or objective fashion, as appropriate to the nature of the engagement, taking into account any other business relationships or engagements that may exist between the IRO and AMR.

E. IRO Removal/Termination.

1. *AMR.* If AMR terminates its IRO during the course of the engagement, AMR must submit a notice explaining its reasons to the OIG no later than 30 days after termination. AMR must engage a new IRO in accordance with Paragraph A of this Appendix.

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

Prior to requiring AMR to engage a new IRO, the OIG shall notify AMR of its intent to do so and provide a written explanation of why the OIG believes such a step is necessary. To resolve any concerns raised by the OIG, AMR may request a meeting with the OIG to discuss any aspect of the IRO's qualifications, independence, or performance of its responsibilities and to present additional information regarding these matters. AMR shall provide any additional information as may be requested by the OIG under this Paragraph in an expedited manner. The OIG will attempt in good faith to resolve any differences regarding the IRO with AMR prior to requiring AMR to terminate the IRO. However, the final determination as to whether or not to require AMR to engage a new IRO shall be made at the sole discretion of the OIG

APPENDIX C
OVERPAYMENT REFUND

TO BE COMPLETED BY MEDICARE CONTRACTOR

Date:_____
Contractor Deposit Control #_____ Date of Deposit:_____
Contractor Contact Name:_____ Phone #_____
Contractor Address:_____
Contractor Fax:

TO BE COMPLETED BY PROVIDER/PHYSICIAN/SUPPLIER

Please complete and forward to Medicare Contractor. This form, or a similar document containing the following information, should accompany every voluntary refund so that receipt of check is properly recorded and applied.

PROVIDER/PHYSICIAN/SUPPLIERNAME_____
ADDRESS_____
PROVIDER/PHYSICIAN/SUPPLIER #_____ CHECK NUMBER#_____
CONTACT PERSON:_____ PHONE #_____ AMOUNT OF CHECK $_____ CHECK DATE_____

REFUND INFORMATION

For each Claim, provide the following:
Patient Name_____ HIC #_____
Medicare Claim Number_____ Claim Amount Refunded $_____
Reason Code for Claim Adjustment:_____ (Select reason code from list below. Use one reason per claim)

(Please list all claim numbers involved. Attach separate sheet, if necessary)

*Note: If Specific Patient/HIC/Claim #/Claim Amount data not available for all claims due to Statistical Sampling, please indicate methodology and formula used to determine amount and reason for overpayment:*_____

For Institutional Facilities Only:
Cost Report Year(s) _____
(If multiple cost report years are involved, provide a breakdown by amount and corresponding cost report year.)

For OIG Reporting Requirements:
Do you have a Corporate Integrity Agreement with OIG? Yes No

Reason Codes:

Billing/Clerical Error
01 - Corrected Date of Service
02 - Duplicate
03 - Corrected CPT Code
04 - Not Our Patient(s)
05 - Modifier Added/Removed
06 - Billed in Error
07 - Corrected CPT Code

MSP/Other Payer Involvement
08 - MSP Group Health Plan Insurance
09 - MSP No Fault Insurance
10 - MSP Liability Insurance
11 - MSP, Workers Comp.(Including Black Lung
12 - Veterans Administration

Miscellaneous
13 - Insufficient Documentation
14 - Patient Enrolled in an HMO
15 - Services Not Rendered
16 - Medical Necessity
17 - Other (Please Specify)
_____