

**CORPORATE INTEGRITY AGREEMENT**  
**BETWEEN THE**  
**NEW YORK STATE OFFICE OF THE MEDICAID INSPECTOR GENERAL**  
**AND**  
**MEDICAL ANSWERING SERVICES, LLC**

12/18/2009

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**NEW YORK STATE OFFICE OF THE MEDICAID INSPECTOR GENERAL**  
**AND**  
**MEDICAL ANSWERING SERVICES, LLC**

**I. Preamble**

Medical Answering Services, LLC (MAS) enters into this Corporate Integrity Agreement (CIA) with the New York State Office of the Medicaid Inspector General (OMIG) to promote compliance by MAS and its employees and agents with the requirements of the New York State medical assistance program.

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Medical Answering Services is currently designated by eight counties (Counties) as the prior authorization agent for transportation services for medical assistance program recipients in those counties. MAS is enrolled in the medical assistance program as a personal emergency response system (PERS) provider and, more recently, as a service bureau.

While acting as Onondaga County's authorization agent for transportation services, MAS entered into contractual agreements to perform billing services for six of the transportation companies to whom MAS assigned transportation details. MAS began performing billing services at the request of the Onondaga County Department of Social Services. In relation to MAS' performance of billing services for such companies, the Onondaga County Ethics Board issued an Opinion (Opinion) regarding the potential for a conflict of interest, pursuant to Onondaga County Local Law No. 13-1990. The Opinion concluded that a conflict of interest did not exist, inasmuch as MAS had established a rotational dispatch system to ensure that transportation referrals were distributed on an impartial basis. MAS did not seek a similar opinion from the OMIG or the New York State Department of Health (DOH) Office of Health Insurance Programs (OHIP).

Under its billing service agreements with transportation providers, MAS provided billing services in the medical assistance program, and received a percentage of the medical assistance program transportation payment for each claim submitted by MAS. Without being enrolled in the medical assistance program as a service bureau, MAS submitted the transportation claims for these providers, using the provider number of the transportation provider. MAS subsequently enrolled in the medical assistance program as a service bureau. MAS remains enrolled in the medical assistance program as a service bureau, but has discontinued all service bureau operations.

OMIG contends that MAS made false statements by filing claims for transportation providers using the transportation providers' own provider numbers instead of filing such claims on the providers' behalf using a service bureau provider number. OMIG also contends that MAS violated the official rules and regulations of the department by performing work as a service bureau before enrolling as a service bureau.

MAS acknowledges that it filed claims on behalf of transportation providers without being enrolled as a service bureau, and represents that it enrolled as a service bureau promptly upon becoming aware of the enrollment requirement. MAS acknowledges that it was compensated on a percentage basis for billing services it rendered for transportation providers, but MAS denies such billing violated any law. MAS, at all times, believed that it was acting in accordance with law, and intended to act in accordance with law. Onondaga County and DOH were aware that MAS was charging for its billing services.

Contemporaneously with this CIA, MAS is entering into a Settlement Agreement with OMIG, and this CIA is incorporated by reference into the Settlement Agreement.

## II. Term of the CIA

The period of the compliance obligations assumed by MAS shall be three years from the Effective Date of this CIA. The "Effective Date" of this CIA shall be the date on which the final signatory of this CIA executes this CIA.

This CIA shall expire no later than 120 (one hundred twenty) days after the receipt of: (1) MAS' final annual report, or (2) any additional materials submitted by MAS pursuant to OMIG's request, whichever is later. Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a "Reporting Period."

## III. Definitions

This CIA shall be governed by the following definitions:

### A. "Covered Persons" shall mean:

1. All members, owners, officers, directors, and employees of MAS who perform PERS services, Medicaid billing, prior authorization, or medical dispatch functions on behalf of MAS; and
2. All contractors, agents, and other persons who perform PERS services, Medicaid billing, prior authorization, or medical transportation dispatch functions on behalf of MAS, or who make any requests for payment or funding from OMIG on behalf of MAS.

Notwithstanding the above "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 520 hours per year, except that any such individuals shall become "Covered Persons" at the point when they work more than 520 hours during the calendar year.

B. "Manager" has the same definition as Limited Liability Company Law §102(p).

C. "Member" has the same definition as Limited Liability Company Law §102(q).

- D. "Affiliate" and "affiliated person" have the same definitions as 18 NYCRR §504.1(d)(1).

IV. Corporate Integrity Obligations

- A. MAS shall establish and maintain a Compliance Program that meets all requirements of Social Services Law §363-d and 18 NYCRR Part 521 including the following elements:

1. Compliance Oversight

- a) Compliance Officer. Within 30 days after the Effective Date, MAS shall designate a person to be responsible for implementation and coordination of compliance activities ("Compliance Officer"). The Compliance Officer shall be responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with Medicaid Requirements and the requirements set forth in this CIA; monitoring MAS' day-to-day compliance activities; and meeting all reporting obligations created under this CIA. MAS shall report to OMIG, in writing, any changes in the identity or position description of the Compliance Officer, and 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.
- b) Compliance Committee. Within 90 days after the Effective Date, MAS shall appoint a Compliance Committee (Committee). The Committee shall, at a minimum, include the Compliance Officer and senior executives of relevant operating units of MAS. The Compliance Office shall chair the Committee. The Committee shall support the Compliance Officer in fulfilling his/her responsibilities, and shall assist in the analysis of MAS' risk areas and in the monitoring of internal and external audits and investigations. MAS shall report to OMIG, in writing, any changes in the composition of the Committee, and any actions or changes that would affect the Committee's ability to perform the duties necessary to meet the obligations of this CIA within 15 days after such a change.
- c) Members' Resolution. For each Reporting Period of the CIA, the MAS shall adopt a resolution, signed by each member of MAS, summarizing its compliance with the requirements of the medical assistance program and the obligations of this CIA. At a minimum, the resolution shall include the following language:

*"The members of MAS have made reasonable and due inquiry into the operations of MAS' Compliance Program, including the performance of*

*the Compliance Officer and the operations of the Compliance Committee. Based on all of these steps, the members of MAS have concluded that, to the best of their knowledge, MAS has not engaged in the performance of billing services for any transportation provider to whom it dispatches transportation assignments in MAS' capacity as a prior authorization agent throughout this Reporting Period, MAS has not entered into any contracts or agreements in which remuneration was calculated or based upon a percentage of payments from the medical assistance program; and has had, throughout this Reporting Period, an effective Compliance Program to meet the applicable New York State medical assistance program requirements and the CIA obligations."*

If the members of MAS are unable to provide such a conclusion in the resolution, the members 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 MAS. MAS shall report to OMIG, in writing, any changes in the identities of the members of MAS, or any actions or changes that would affect the members' ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

## 2. Written Standards

- a) **Code of Conduct.** Within 90 days after the Effective Date, MAS shall develop, implement, and distribute a written Code of Conduct to all Covered Persons. MAS 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:
- (1) MAS' commitment to full compliance with all medical assistance program requirements;
  - (2) MAS' requirement that all of its Covered Persons shall be expected to comply with all medical assistance program requirements and with MAS' own Policies and Procedures (including the requirements of this CIA);
  - (3) the requirement that all of MAS' Covered Persons shall be expected to report to the Compliance Officer, or other appropriate individual designated by MAS, suspected violations of any medical assistance program requirements or of MAS' own Policies and Procedures;

- (4) the possible consequences to both MAS and Covered Persons of failure to comply with medical assistance program requirements and with MAS' own Policies and Procedures and the failure to report such noncompliance;
- (5) the right of all individuals to use the Complaint Process and Compliance Reporting Program described in this CIA and MAS' commitment to non-retaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such matters.

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, and understood, and shall abide by MAS' 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.

MAS 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 in 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.

- b) Policies and Procedures. Within 90 days after the Effective Date, MAS shall implement written Policies and Procedures regarding the operation of MAS' compliance program and its compliance with medical assistance program requirements. At a minimum, the Policies and Procedures shall address:
  - (1) the subjects relating to the Code of Conduct
  - (2) the prior authorization request process
  - (3) MAS' obligation to not have any involvement in billing on behalf of transportation providers who receive dispatches to provider transportation services from MAS
  - (4) contracting requirements relating to the medical assistance program, including but not limited to the prohibition on entering into contracts with remuneration reflecting a percentage of the claim or payment of the medical assistance program
  - (5) the rotational method of assignment of transportation dispatching

- (6) the process for the determination of the least expensive available mode of transportation suitable to the recipient's need, in accordance with 10 NYCRR §505.10(e)
- (7) the process for conflict of interest disclosures and assessments.

Within 90 days after the Effective Date, the relevant portions of the Policies and Procedures shall be distributed 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), MAS 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 distributed to all individuals whose job functions relate to those Policies and Procedures.

### 3. Training and Education

- a) **General Training.** Within 90 days after the Effective Date, MAS shall provide General Training to each Covered Person. This training, at a minimum, shall explain MAS':
  - (1) CIA requirements; and
  - (2) 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 60 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.

- b) **Specific Training.** Within 90 days after the Effective Date, each Covered Person shall receive Specific Training in addition to the General Training required above. This Specific Training shall include a discussion of:
  - (1) contracting requirements under the medical assistance program
  - (2) requirements and prohibitions in the preparation and handling of transportation preauthorization request forms
  - (3) potential conflict of interest assessment process
  - (4) assignment of dispatches
  - (5) requirements and prohibitions in the claiming process in the medical assistance program

- (6) the process for the determination of the least expensive available mode of transportation suitable to the recipient's needs.
- (7) handling and processing of medical assistance program recipient complaints

New Covered Persons shall receive this training within 60 days after the beginning of their employment or becoming Covered Persons, or within 90 days after the Effective Date, whichever is later. An MAS employee who has completed the Specific Training shall review a new Covered Person's work until such time as the new Covered Person completes his or her Specific Training consistent with categories of work that trigger training in this Section.

After receiving the initial Specific Training described in this Section, each Covered Person shall receive Specific Training in each subsequent Reporting Period.

- c) Duration of Training. Each Covered Person shall receive a total of not less than two hours of General and Specific Training in each Reporting Period.
- d) 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 OMIG, upon request.
- e) Qualifications of Trainer. Persons providing the training shall be knowledgeable about the subject area.
- f) Update of Training. MAS shall review the training annually, and, where appropriate, update the training to reflect changes in medical assistance program requirements, any issues discovered during internal audits or during the Independent Review Organization (IRO) reviews, and any other relevant information.
- g) Computer-based Training. MAS may provide the training required under this CIA through appropriate computer-based training approaches. If MAS 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.

#### **4. Compliance Reporting Program**

Within 90 days after the Effective Date, MAS shall establish a Compliance Reporting Program that includes mechanisms (e.g., a toll-free compliance telephone line) to enable individuals to report to the Compliance Officer or on an anonymous basis any compliance related questions or concerns associated with MAS' policies, conduct, practices, or procedures with respect to the medical assistance program. MAS shall appropriately publicize the existence of the reporting mechanism (e.g., via periodic e-mails to employees or by posting the information in prominent common areas).

The Compliance Reporting Program shall emphasize a non-retribution, non-retaliation policy, and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained. Upon receipt of compliance related questions or concerns, the Compliance Officer (or designee) shall gather all relevant information from the reporting individual. The Compliance Officer (or designee) shall make a preliminary, good faith inquiry into the matters involved to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any issue 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, MAS shall conduct an internal review of the matters set forth and ensure that proper follow-up is conducted.

The Compliance Officer (or designee) shall contemporaneously maintain a question/concern log, which shall include a record and summary of each complaint/concern received (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal reviews. The question/concern log shall be made available to OMIG upon request.

#### **5. Ineligible Persons**

##### **a) Definitions. For purposes of this CIA:**

(1) An "Ineligible Person" shall include an individual or entity who:

(i) is currently excluded, terminated, debarred, suspended, or otherwise ineligible to participate in the medical assistance program; or

(ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) or 18 NYCRR §515.7(c), but has not yet been excluded,

terminated, debarred, suspended, or otherwise declared ineligible.

(2) "Exclusion Lists" include:

(i) the OMIG list of providers not allowed to bill, (available through the Internet at <http://www.omig.state.ny.us>)

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

(iii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>); and

b) "Screened Persons" include prospective and current: members, officers, employees, contractors, and agents of MAS.

c) Screening Requirements. MAS shall ensure that all Screened Persons are not Ineligible Persons, by implementing the following screening requirements.

(1) MAS shall screen all Screened Persons against the Exclusion Lists prior to allowing ownership or affiliation, engaging their services and, as part of the hiring or contracting process, shall require such Screened Persons to disclose whether they are Ineligible Persons.

(2) MAS shall screen all Screened Persons against the Exclusion Lists within 90 days after the Effective Date and every six months thereafter.

(3) MAS 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.

d) If MAS has actual notice that a Screened Person has become an Ineligible Person, MAS shall immediately remove such Screened Person from responsibility for, or involvement with, MAS' business operations related to the medical assistance program and shall remove such Screened Person from any position for which the Screened Person's compensation or the items or services furnished, ordered, or prescribed by the Screened Person are paid in whole or part, directly or indirectly, by the medical assistance program at least until such time as the Screened Person is reinstated into participation in the medical

assistance program. MAS understands that administrative sanctions for employing or contracting with an excluded person exist regardless of whether MAS meets the requirements of this section.

- e) **Pending Charges and Proposed Exclusions.** If MAS 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), 18 NYCRR §515.7(b) or is proposed for exclusion during the Screened Person's employment or contract term, MAS shall take all appropriate actions to ensure that the responsibilities of that Screened Person have not and shall not adversely affect the quality of care rendered to any medical assistance program recipient or the accuracy of any claims submitted to the medical assistance program.

## 6. Self Disclosure

### a) **Overpayments**

- (1) **Definition of Overpayments.** For purposes of this CIA, an "Overpayment" shall mean any amount MAS has received that should not have been authorized to be paid under the medical assistance program, whether paid as a result of inaccurate or improper claiming, unacceptable practices, fraud, abuse, or violation of the terms of the Settlement Agreement or this CIA.
- (2) **Disclosure of Overpayments.** If, at any time, MAS identifies or learns of any Overpayment, MAS shall notify OMIG 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 OMIG) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. In addition, within 30 days after identification of the Overpayment, MAS shall repay the Overpayment to OMIG to the extent such Overpayment has been quantified. If not yet quantified, within 30 days after identification, MAS shall notify OMIG 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 OMIG shall be done in accordance with the OMIG's Self Disclosure program. Notwithstanding the above, notification and repayment of any Overpayment amount that routinely is reconciled or adjusted pursuant to policies and procedures established by OMIG shall be handled in accordance with such policies and procedures.

b) **Disclosable Events**

(1) **Definition of Disclosable Event.** For purposes of this CIA, a "Disclosable Event" means anything that involves:

(i) a substantial Overpayment;

(ii) a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to the medical assistance program for which penalties or exclusion may be authorized; or

(iii) the preparation or filing of a bankruptcy petition by MAS.

(2) A Disclosable Event may be the result of an isolated event or a series of occurrences.

(3) **Reporting of Disclosable Events.** If MAS determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Disclosable Event, MAS shall notify OMIG, in writing, within 30 days after making the determination that the Disclosable Event exists or within 10 days of filing a petition for bankruptcy, whichever is sooner. The report to OMIG shall include the following information:

(i) a complete description of the Disclosable Event, including the relevant facts, persons involved, and medical assistance program implications;

(ii) a description of MAS' actions taken to identify the scope of the Disclosable Event;

(iii) a description of MAS' actions taken to correct the Disclosable Event; and

(iv) any further steps MAS plans to take to address the Disclosable Event and prevent it from recurring.

(v) If the Disclosable Event involves the preparation or filing of a bankruptcy petition, the report to the OMIG shall include documentation of the potential or actual filing and a description of any medical assistance program implications.

**B. In addition to the compliance structure set forth in "IV A" above, MAS agrees to the following conditions of its continued participation in the medical assistance program.**

- 1. MAS will not enter into contracts with remuneration calculated or based upon a percentage of payments from the medical assistance program. If MAS enters into contracts to perform billing or related services, its compensation shall be unrelated to the value of any claim(s) to or payments from the medical assistance program.**
- 2. MAS shall not engage in the performance of billing services for any transportation provider to whom it dispatches transportation assignments in MAS' capacity as a prior authorization agent during the tenure of this CIA. MAS shall provide a certification to OMIG within thirty (30) days of the Effective Date affirming that it has no contracts or agreements for service bureau work and is not billing, nor will it bill for any provider other than MAS in the medical assistance program. This certification shall be signed by MAS' Managers.**
- 3. MAS, its agents, employees, and contractors shall not prepare or complete verification of transportation forms. As prior authorization agent, acting in accordance with 18 NYCRR 505.10(e)(3), MAS shall determine the least expensive mode of transportation suitable to the medical assistance recipient's needs.**
- 4. MAS shall utilize a rotational dispatch system.**
- 5. MAS shall conduct satisfaction surveys of medical assistance program enrollees and transportation service vendors. In particular:**
  - a) MAS shall cause a customer satisfaction survey to be conducted semi-annually to a random sample of at least 1.5% of medical assistance enrollees served in the prior six months. The survey shall solicit, at a minimum:**
    - (1) the name(s) of the transportation company that provided the transportation;**
    - (2) how long the recipient waited to be picked up to be transported to their appointment(s)**
    - (3) whether the recipient was on time for his/her medical appointment(s)**
    - (4) how long the recipient waited to be picked up after the conclusion of their appointment(s)**
    - (5) the recipient's perception of the safety of the ride(s)**
    - (6) the type(s) of vehicles used to transport the recipient**

- (7) the condition of the vehicle(s) used to transport the recipient
  - (8) whether the recipient received any assistance from the transportation provider in getting to, getting into, or getting out of the vehicle, and if so, what type of assistance the recipient received
  - (9) whether the type of transportation provided was perceived by the recipient as suitable to the recipient's needs
  - (10) whether the recipient had any contact with MAS, other than for purposes of arranging transportation, and if so, the nature of the contact, the reason for the contact, whether the recipient was satisfied with the contact, and why.
  - (11) Any other comments regarding their transportation service.
- b) MAS shall also cause a survey to be conducted semi-annually of each medical assistance program transportation provider to whom transportation services were referred in the prior six months. The survey shall solicit, at a minimum, the provider's perceptions as to:
- (1) the adequacy of lead time
  - (2) the extent to which the information given by MAS was accurate
  - (3) the courtesy of the MAS dispatcher (if applicable)
  - (4) any other comments regarding the dispatch service.
- c) Results of both surveys shall be promptly tallied, summarized and included in reports to the Compliance Committee and in each Annual Report submitted to OMIG. MAS shall retain and make available to OMIG, upon request, copies of the summary and individual responses to the survey
- .6. **Response to Recipient Complaints.** Within 90 days after the Effective Date, MAS shall adopt a policy and procedure for documenting and responding to complaints from medical assistance enrollees "Enrollees" (Complaint Process), and shall designate a person to coordinate responses to Enrollee complaints. Responsibility for the complaint resolution process may be among the responsibilities of the Compliance Officer. Reports on the receipt, handling, and disposition of Enrollee complaints shall be submitted to the Compliance Committee on a periodic basis, not less than quarterly. The complaint process should be communicated to each transportation provider and shall also include contact information for DOH and OMIG.
7. MAS shall require that its members, Wayne Freeman and Russell Maxwell provide OMIG with:

- a) disclosure, by an affidavit to OMIG within 90 days of the Effective Date of this Agreement and subsequently upon request, all ownership and investment interests, affiliations, and/or contractual relationships with all other individuals or entities enrolled in the New York medical assistance program;
- b) provide 30 days advance written notice to OMIG of any ownership or investment interest, affiliation, and/or contractual relationship they wish to acquire with any other individual or entity enrolled or requesting enrollment in the medical assistance program, provided, however, that nothing herein shall require disclosure of any investments in publically-traded companies.

**8. Changes to Business Units or Locations**

**A. Purchase or Establishment of New Unit or Location.** In the event that, after the Effective Date, MAS purchases or establishes a new business unit or location doing business with the medical assistance program, MAS shall notify OMIG at least 30 days prior to such purchase. This notification shall include the name and address of the new business unit or location, phone number, fax number, any Federal health care program provider or identification numbers, and the taxpayer identification number of each new business unit or location. Each new business unit or location and all Covered Persons at each new business unit or location shall be subject to the applicable requirements of this CIA.

**B. Sale of Unit or Location.** In the event that, after the Effective Date, MAS proposes to sell or otherwise dispose of or transfer any or all of its business units or locations, MAS shall notify OMIG of the proposed transfer at least 30 days prior to the transfer of such business unit or location. This notification shall include a description of the business unit or location to be transferred, a brief description of the terms of the transfer, and the name and contact information of the prospective purchaser. MAS shall disclose the names and Social Security numbers of all individuals having more than a 5% ownership interest in the purchasing entity.

**9. Engagement of Independent Review Organization.** Within 90 days after the Effective Date, MAS shall engage an entity (or entities), such as an accounting, auditing, or consulting firm (hereinafter "Independent Review Organization" or "IRO"), to perform reviews to assist MAS in assessing and evaluating its compliance with its obligations pursuant to this CIA and the Settlement Agreement. The applicable requirements relating to the IRO are outlined in Appendix A to this CIA, which is incorporated by reference.

The IRO and MAS shall assess whether the firm can perform the IRO review in a professionally independent fashion taking into account any other business relationships or other engagements that may exist. The IRO's review shall address and analyze MAS' compliance with its obligations as a prior authorization agent under the medical assistance program.

Prior to retaining the IRO, MAS shall submit the proposed IRO's identity and relevant qualifications and experience to OMIG for approval. Any agreement with the IRO shall require both MAS and the IRO to retain and make available to OMIG, upon request, all work papers, supporting documentation, correspondence, and draft reports exchanged between MAS and the IRO related to the reviews.

- 10 The IRO shall submit Notification of Government Investigation or Legal Proceedings. Within 15 days after discovery, MAS shall notify OMIG, in writing, of any ongoing investigation or legal proceeding known to MAS conducted or brought by a governmental entity or its agents involving an allegation that MAS has committed a crime or has engaged in fraudulent activities. This notification shall include a description of the allegation, if known; the identity of the investigating or prosecuting agency; and the status of such investigation or legal proceeding. MAS shall also provide written notice to OMIG within 15 days after the resolution of the matter, and shall provide OMIG with a description of the findings and/or results of the investigation or proceedings, if any, and if available to MAS.

#### **V. Implementation and Annual Reports**

- A. **Implementation Report.** Within 120 days after the Effective Date, the IRO shall submit a written report to OMIG 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 above, 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
  3. a copy of MAS' Code of Conduct required above;
  4. a copy of all Policies and Procedures required above;
  5. the number of individuals required to complete the Code of Conduct certification required above, the percentage of individuals who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be available to OMIG, upon request);

6. the following information regarding each type of training required above:
  - 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 OMIG, upon request.

7. a description of the Compliance Reporting Program required above;
8. the following information regarding the IRO: (a) identity, address, and phone number; (b) a copy of the engagement letter; and (c) a summary and description of any and all current and prior engagements and agreements between MAS and the IRO;
9. a certification from the IRO regarding its professional independence and objectivity with respect to MAS;
10. a description of the process by which MAS fulfills the requirements above regarding Ineligible Persons;
11. the name, title, and responsibilities of any person who is determined to be an Ineligible Person; the actions taken in response to the screening and removal obligations set forth above; and the actions taken to identify, quantify, and repay any overpayments to the medical assistance program relating to items or services furnished, ordered or prescribed by an Ineligible Person;
12. a list of all of MAS' business office locations (including physical locations and mailing addresses); the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's tax identification number(s); and the name and address of each entity and agency with which MAS currently does business;
13. a description of MAS' corporate structure, including identification of any members, managers, parent and sister companies in which MAS or its members have any interest, subsidiaries, and their respective lines of business; and
14. the certifications required.

**B. Members' Report.** Within 120 days after the Effective Date, Wayne Freeman and Russell Maxwell each shall submit a notarized disclosure to OMIG identifying all ownership and investment interests, affiliations, and/or contractual relationships with all other entities or individuals enrolled in the medical assistance program, provided,

however, that nothing herein shall require the disclosure of any investments in publically-traded companies.

- C. Annual Reports.** The IRO shall submit to OMIG annually a report with respect to the status of, and findings regarding, MAS' compliance activities for each of the three 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;
  2. a summary of any significant changes or amendments to the Policies and Procedures required above and the reasons for such changes;
  3. the number of individuals required to complete the Code of Conduct certification required above, the percentage of individuals who have completed such certification, and an explanation of any exceptions. The documentation supporting this information shall be available to OMIG, upon request.
  4. The following information regarding each type of training required above:
    - 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 OMIG, upon request.
  5. a complete copy of all reports prepared as required above, along with a copy of the IRO's engagement letter;
  6. MAS' response and corrective action plans related to any issues raised by the reports prepared;
  7. a summary and description of any and all current and prior engagements and agreements between MAS and the IRO, if different from what was submitted as part of the Implementation Report;
  8. a certification from the IRO regarding its professional independence and objectivity with respect to MAS;
  9. a complete copy of all reports and resolutions prepared pursuant to the obligations of this CIA; a copy of the IRO's engagement letter; a certification from the IRO regarding its independence and objectivity with respect to MAS and the MAS Members; and a summary and description of any and all current and prior engagements and agreements between MAS and/or its Members and

the IRO, if different from what was submitted as part of the Implementation Report;

10. a summary of Disclosable Events identified during the Reporting Period relating to the medical assistance program and the status of any corrective and preventative action relating to all such Disclosable Events;
11. a summary of any complaints from medical assistance program recipients and/or transportation providers in the complaint/concern log or as reported to MAS;
12. any changes to the process by which MAS fulfills the requirements regarding Ineligible Persons;
13. the name, title, and responsibilities of any person who is determined to be an Ineligible Person; the actions taken by MAS in response to the screening and removal obligations set forth; and the actions taken to identify, quantify, and repay any overpayments to the medical assistance program relating to items or services furnished, ordered or prescribed by an Ineligible Person;
14. a summary describing any ongoing investigation or legal proceeding required to have been reported. 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;
15. a description of all changes to the most recently provided list of MAS' locations (including addresses) as required above; the corresponding name under which each location is doing business; the corresponding phone numbers and fax numbers; each location's tax identification number; and the name and address of each medical assistance program contractor or Medicaid agency with which MAS currently does business;
16. copies of the survey summaries required by section IV(B)(5) and documentation to support the rotational dispatch system; and
17. the certifications required.

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

D. Certifications. The Implementation Report and the Annual Reports shall include a certification by Wayne Freeman and Russell Maxwell that:

1. To the best of their knowledge, except as otherwise described in the applicable report, MAS is in compliance with all of the requirements of this

CIA and with the elements contained in Social Services Law §363-d and 18 NYCRR Part 521;

2. They have reviewed the report and have made reasonable inquiry regarding its content and believe that the information in the report is accurate and truthful; and
3. To the best of their knowledge, MAS has complied with its obligations under the Settlement Agreement:
  - a) to not accept provider remuneration or enter into contracts or agreements with remuneration calculated or based upon a percentage of payments from the medical assistance program and that any contracts or agreements entered into that involve care, services or supplies related to the medical assistance program reflect compensation based solely upon the cost of processing the claim, if the contract is for billing-related services;
  - b) to not perform billing services for any transportation provider to whom it refers work in MAS' capacity as a prior authorization transportation agent;
  - c) to identify, disclose, and adjust any past charges or claims for unallowable costs;
  - d) to promptly seek an opinion from the New York State Department of Health's Division of Legal Affairs or from another appropriate source of guidance regarding any activity involving the medical assistance program that may reasonably be expected to give rise to a potential conflict of interest;
  - e) to refrain from preparing or completing verification of transportation forms and to refrain from altering prior authorization forms that were completed by physicians, except in compliance with MAS' responsibilities as a prior authorization agent under 18 NYCRR §§505.10(d) and (e);
  - f) to have the IRO review and approve all contracts between MAS and other entities relating to services under the medical assistance program;
  - g) to complete customer satisfaction surveys as described above;
  - h) when making referrals to transportation providers, to designate the least expensive available mode of transportation suitable to the medical assistance recipient's needs, in accordance with 18 NYCRR §505.10(e)(3);

- i) that Wayne Freeman and Russell Maxwell have disclosed to OMIG, in accordance with this CIA, all ownership and investment interests, affiliations, and contractual relationships with all other individuals and entities enrolled in the medical assistance program;
- j) to promptly and timely respond and act upon prior authorization requests;
- k) to ensure that Medicaid enrollees receive transportation services on a timely basis;
- l) to comply with the obligations of a prior authorization agent pursuant to 18 NYCRR §505.10;

E. Designation of Information. MAS 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 Law (FOIL), Public Officers Law §84 et seq. MAS shall refrain from identifying any information as exempt from disclosure unless it believes in good faith that there is a basis for exemption from disclosure under FOIL.

F. 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 addresses:

**OMIG:** Bureau of Provider Compliance  
 New York State Office of the Medicaid Inspector General  
 800 North Pearl Street  
 Albany, New York 12204

**MAS:** Compliance Officer  
 Medical Answering Service, LLC  
 375 W. Onondaga Street, Room 15  
 Syracuse, New York 13202-3280

*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 by the above addressee. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt. Upon request by OMIG, MAS may be required to provide OMIG with an electronic copy of each notification or report required by this CIA in a format acceptable to OMIG, either instead of or in addition to, a paper copy.*

## **VI. OMIG Inspection, Audit and Review Rights**

In addition to any other rights OMIG may have by statute, regulation, or contract, OMIG or its duly authorized representative(s) may examine or request copies of MAS' books, records, and other documents and supporting materials and/or conduct on-site reviews of any of MAS' locations for the purpose of verifying and evaluating: (a) MAS' compliance with the terms of the Settlement Agreement and this CIA; and (b) MAS' compliance with the requirements of the medical assistance program. The documentation described above shall be made available by MAS to OMIG or its duly authorized representative(s) upon reasonable notice at all reasonable times for inspection, audit, or reproduction. Furthermore, for purposes of this provision, OMIG or its duly authorized representative(s) may interview any of MAS' 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 OMIG. MAS shall assist OMIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OMIG's request. MAS' employees may elect to be interviewed with or without a representative of MAS present, unless such employees' statements may be binding upon MAS.

## **VII. Document and Record Retention**

MAS shall maintain for inspection all documents and records relating to payment from the medical assistance program, compliance with the Settlement Agreement, or compliance with this CIA, for six years (or longer if otherwise required by law) from the Effective Date.

## **VIII. Breach and Default Provisions**

MAS 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, MAS and OMIG 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 (Stipulated Penalties) in accordance with the following provisions.

1. A Stipulated Penalty of \$1,000 (which shall begin to accrue on the day after the date the obligation became due) for each day MAS fails to establish and implement any of the following obligations as described above:
  - a) the Compliance Officer;
  - b) the Compliance Committee;
  - c) a written Code of Conduct;
  - d) written Policies and Procedures;
  - e) the training of Covered Persons;

- f) a Disclosure Program;
  - g) Ineligible Persons screening and removal requirements; and
  - h) notification of government investigations or legal proceedings.
2. A Stipulated Penalty of \$1,000 (which shall begin to accrue on the day after the date the obligation became due) for each day MAS fails to engage an IRO as required above.
  3. A Stipulated Penalty of \$1,000 (which shall begin to accrue on the day after the date the obligation became due) for each day MAS fails to submit the Implementation Report or any Annual Reports to OMIG in accordance with the requirements above by the deadlines for submission.
  4. A Stipulated Penalty of \$1,000 (which shall begin to accrue on the day after the date the obligation became due) for each day MAS fails to submit the annual Compliance Program Review Report in accordance with the requirements above.
  5. A Stipulated Penalty of \$1,000 for each day MAS fails to grant access to OMIG or the IRO as required. (This Stipulated Penalty shall begin to accrue on the date MAS fails to grant access.)
  6. A Stipulated Penalty of \$10,000 for each false certification submitted by or on behalf of MAS as part of its Implementation Report, Annual Report, additional documentation to a report (as requested by the OMIG), or otherwise required by this CIA.
  7. A Stipulated Penalty of \$1,000 for each day MAS fails to comply fully and adequately with any obligation of this CIA. OMIG shall provide notice to MAS stating the specific grounds for its determination that MAS has failed to comply fully and adequately with the CIA obligation(s) at issue and steps MAS shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after MAS receives this notice from OMIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which OMIG has sought a Stipulated Penalty under Subsections 1-6 of this Section.
- B. **Timely Written Requests for Extensions.** MAS 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 OMIG 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 MAS fails to meet the revised deadline set by OMIG. Notwithstanding any other provision in this Section, if OMIG 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 (3) business days after MAS receives OMIG'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 OMIG at least ten (10) 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 MAS has failed to comply with any of the obligations described above and after determining that Stipulated Penalties are appropriate, OMIG shall notify MAS of: (a) MAS' failure to comply; and (b) OMIG'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, MAS shall cure the breach to OMIG's satisfaction and pay the applicable Stipulated Penalties. Failure to respond to the Demand Letter in this manner within the allowed time period shall be considered a material breach of this CIA.
3. **Form of Payment.** Payment of the Stipulated Penalties shall be made by wire transfer pursuant to instructions given by OMIG.
4. **Independence from Material Breach Determination.** Except as set forth below, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OMIG's decision that MAS has materially breached this CIA, which decision shall be made at OMIG's discretion.

**D. Exclusion for Material Breach of this CIA**

1. **Definition of Material Breach.** A material breach of this CIA means:
  - a) a failure by MAS to report a Reportable Event, take corrective action, and make the appropriate refunds, as required above;
  - b) a repeated or flagrant violation of the obligations under this CIA, including, but not limited to, the obligations addressed in the Breach and Default section of this CIA; a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with this CIA; a failure to engage and use an IRO in accordance with this CIA; or any practice by MAS of direct or indirect involvement in billing on behalf of medical assistance program providers who receive transportation referrals from MAS.

2. **Notice of Material Breach and Intent to Exclude.** The parties agree that a material breach of this CIA by MAS constitutes an independent basis for MAS' exclusion from participation in the medical assistance program.

Upon a determination by OMIG that MAS has materially breached this CIA and that exclusion is the appropriate remedy, OMIG shall notify MAS of:

- (a) MAS' material breach; and
  - (b) OMIG'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.** MAS shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate to OMIG's satisfaction that:
    - a) MAS is in compliance with the obligations of the CIA cited by OMIG 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:
      - (1) MAS has begun to take action to cure the material breach;
      - (2) MAS is pursuing such action with due diligence; and
      - (3) MAS has provided to OMIG a reasonable timetable for curing the material breach.
  4. **Exclusion Letter.** If, at the conclusion of the 30-day period, MAS fails to satisfy the requirements, OMIG may exclude MAS from participation in the medical assistance program. OMIG shall notify MAS in writing of its determination to exclude MAS (this letter shall be referred to hereinafter as the "Exclusion Notice"). The exclusion shall go into effect 35 days after the date of the Exclusion Notice. Reinstatement to program participation is not automatic. After the end of the period of exclusion, MAS may apply for reinstatement by submitting a written request for reinstatement in accordance with the provisions at 18 NYCRR §504.10.

#### **D. Dispute Resolution**

1. **Review Rights.** Upon OMIG's delivery to MAS of a Demand Letter or an Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CIA, MAS shall be afforded review rights comparable to the rights that are provided in 18 NYCRR Part 519. Notwithstanding the language in 18 NYCRR §519.7(a), the request for a

hearing involving Stipulated Penalties shall be made within 15 days of the date of the Demand Letter, and the request for a hearing involving exclusion shall be made within 30 days of the date of the Exclusion Letter.

2. **Stipulated Penalties Review.** Notwithstanding any provision of 18 NYCRR Part 519, the only issues in a hearing concerning Stipulated Penalties under this CIA shall be: (a) whether MAS was in full and timely compliance with the obligations of this CIA for which OMIG demands payment; and (b) the period of noncompliance. MAS shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. If the hearing officer agrees with OMIG with regard to a finding of a breach of this CIA and orders MAS to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the hearing officer issues such a decision.
3. **Exclusion Review.** Notwithstanding any provision of 18 NYCRR Part 519, the only issues in a hearing for exclusion based on an alleged material breach of this CIA shall be: (a) whether MAS 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 MAS had begun to take action to cure the material breach within that period, MAS has pursued and is pursuing such action with due diligence, and MAS provided to OMIG within that period a reasonable timetable for curing the material breach and has followed the timetable. Provided that MAS has timely requested a hearing pursuant to Section X.D.1, an exclusion pursuant to Section X.C shall take effect only after a hearing officer's decision favorable to OMIG. If the hearing officer sustains the determination of OMIG and determines that exclusion is authorized, such exclusion shall take effect 20 days after the hearing officer issues such decision. The decision of the hearing officer shall be deemed a final agency action.

**IX. Effective and Binding Agreement**

MAS and OMIG agree as follows:

- A. This CIA shall be binding on the successors and assigns of MAS;
- B. This CIA shall become final and binding on the date the final signature is obtained on the CIA;
- C. This CIA and Settlement Agreement constitutes complete agreement between the parties and may not be amended except by written consent of the parties to this CIA;
- D. If MAS withdraws from participation in the medical assistance program, it shall be relieved of its CIA obligations. MAS shall notify OMIG at least 30 days in advance of MAS' intent to reapply as a participating provider with the medical assistance

program. Upon receipt of such notification, OMIG shall evaluate whether the CIA should be reactivated or modified.

- E. The undersigned MAS signatories represent and warrant that they are authorized to execute this CIA. The undersigned OMIG signatory represents that s/he is signing this CIA in his/her official capacity and that s/he is authorized to execute this CIA.
- F. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this CIA.

Agreed to:

On behalf of Medical Assistance Services:

[Redacted Signature]

Wayne Freeman  
Member

12-21-2009  
Date

[Redacted Signature]

Russell Maxwell  
Member

12-21-2009  
Date

On Behalf of the New York State Office of the Medicaid Inspector General:

[Redacted Signature]

Robert A. Hussar  
First Deputy Medicaid Inspector General

12/22/09  
Date

## APPENDIX A

### INDEPENDENT REVIEW ORGANIZATION

This Appendix contains the requirements relating to the Independent Review Organization (IRO) required by Section IV. B (10) of the CIA.

#### A. IRO Engagement.

Medical Answering Services, LLC (MAS) 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 F.

1. MAS and the proposed IRO shall submit the following information to OMIG for review:
  - a. The identity and relevant qualifications of the proposed IRO;
  - b. A summary and description of the nature, scope and duration of any prior or existing relationships, engagements and agreements between the parties;
  - c. Any opinion sought by MAS or provided by the proposed IRO related to MAS' alleged conduct, MAS' compliance with Medicaid policies, rules and regulations and any assurances or commitments regarding the provision of the IRO activities under this CIA; and
  - d. Any additional information requested to assist OMIG in its review.

Within 30 days after OMIG receives all of the required/requested information, OMIG will notify MAS if the IRO is unacceptable. OMIG may reject the proposed IRO in its sole discretion. Absent notification from OMIG that the IRO is unacceptable, MAS may engage the IRO.

2. Any agreement with the IRO shall require it to retain and make available to OMIG, upon request, all work papers, supporting documentation, draft reports and correspondence between it and MAS. The IRO shall have the right to communicate with OMIG, and other state or federal agencies without notice to, or the consent of, MAS.
3. MAS shall give the IRO full access, without limitation and at the IRO's sole discretion, to all of its records, facilities and personnel.

**B. IRO Qualifications.**

The IRO shall:

1. assign individuals to conduct the engagement who have expertise in the New York Medicaid program and the ability to review compliance with applicable regulatory requirements;
2. assign individuals who have experience in designing, implementing, maintaining and evaluating the effectiveness of a compliance program; and
3. assign sufficient staff and resources to conduct the reviews and produce the required reports on a timely basis.

**C. IRO Responsibilities.**

The IRO shall:

1. conduct regular reviews to ensure the MAS abides by its obligations under the CIA. Where the IRO deems it appropriate, the IRO may conduct audits and investigations that are not disclosed to MAS until their completion and ensuing report;
2. use review work plans and methods that meet acceptable professional standards which are reasonably calculated to test MAS' compliance with the CIA and follow all applicable Medicaid rules and reimbursement guidelines in making assessments of compliance;
3. request clarification from the appropriate authority (e.g., fiscal agent, the NYS Department of Health (DOH) Office of Health Insurance Programs (OHIP), or OMIG) if it is uncertain as to the application of a particular Medicaid policy or regulation;
4. respond to all OMIG inquiries in a prompt, objective, and factual manner; and
5. prepare timely reports that include all the information required by this Appendix and the CIA.

**D. IRO Work Plans.**

Within 60 days after OMIG's approval of the IRO (or, absent OMIG notification, within 60 days following the end of the 30 day review period), the IRO shall develop a proposed work plan for the first year and shall deliver it to the OMIG for review. Within 30 days of the beginning of each remaining year, the IRO shall deliver to OMIG a proposed work plan for that period. Within 30 days after OMIG receives the proposed work plan, it will

notify MAS and the IRO whether the work plan is acceptable. Absent notification from OMIG that the work plan is unacceptable, the IRO may conduct the review for the applicable period using the work plan.

**E. IRO Reports/Periodic Reports.**

The IRO shall make semi-annual written reports to OMIG that assesses MAS' compliance with the requirements of the New York medical assistance program and this CIA. The first report shall be due 270 days after the Effective Date and subsequent reports shall be due every 180 days thereafter.

**F. IRO Independence and Objectivity.**

The IRO must perform the Review in a professionally independent and 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 MAS. Upon engagement and included as part of every submission to OMIG, the IRO shall certify to this independence and objectivity.

**G. IRO Removal/Termination.**

1. *Provider.* If MAS desires to terminate its IRO during the course of the engagement, MAS must provide OMIG with 15 days advance notice including a written explanation of why such step is appropriate. If OMIG does not object to MAS' termination of the IRO, MAS shall, within 30 days, engage a new IRO in accordance with Paragraph A of this Appendix. Absent extenuating circumstances, no termination shall be permitted within 60 days of the due date of a scheduled IRO report.

2. *OMIG Removal of IRO.* In the event OMIG 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 F, or has failed to carry out its responsibilities as described in Paragraph C, OMIG may, at its sole discretion, require MAS to engage a new IRO in accordance with Paragraph A of this Appendix.

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