

SETTLEMENT AGREEMENT

I. Recitals

1. **Parties.** The Parties to this Settlement Agreement (Agreement) are the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS), and the City of Jacksonville (Respondent). OIG and Respondent shall hereafter collectively be referred to as the "Parties."

2. **Factual Background and Covered Conduct.** On October 13, 2017, Respondent made a submission pursuant to OIG's Self Disclosure Protocol (Protocol), and OIG accepted Respondent into the Protocol on October 27, 2017. The OIG contends that Respondent knowingly presented to Medicare (Parts B and C), TriCare, the Department of Veterans Affairs/Champus, and the Railroad Retirement Board claims for items or services that Respondent knew or should have known were not provided as claimed and were false or fraudulent. Specifically, the OIG contends that during the period from February 6, 2011, through February 6, 2017, Respondent submitted claims for ambulance transportation services provided to beneficiaries which were improper because Respondent failed to obtain the necessary beneficiary authorization for ambulance transports. The OIG contends that the conduct described in this Paragraph (hereinafter referred to as the "Covered Conduct") subjects Respondent to civil monetary penalties, assessments, and exclusion under 42 U.S.C. §§ 1320a-7a, 42 U.S.C. § 1395u(h)(1), and 1320a-7(b)(7).

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

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

II. Terms and Conditions

5. **Payment.** Respondent agrees to pay to OIG \$337,601.12 (Settlement Amount), of which \$225,067.41 is restitution. This payment shall be made via wire transfer to the United States Department of Health and Human Services according to written instructions provided by OIG. Respondent shall make full payment no later than three business days after the Effective Date.

6. **Release by the OIG.** In consideration of the obligations of Respondent under this Agreement and conditioned upon Respondent's full payment of the Settlement Amount, the OIG releases Respondent from any claims or causes of action it may have

against Respondent under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7) for the Covered Conduct. The OIG and HHS do not agree to waive any rights, obligations, or causes of action other than those specifically referred to in this Paragraph. This release is applicable only to the Respondent and is not applicable in any manner to any other individual, partnership, corporation, or entity.

7. Release by DHA. In consideration of the obligations of Respondent set forth in this Agreement, conditioned upon Respondent's full payment of the Settlement Amount, DHA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Respondent under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 9 (concerning excluded claims), below, and as reserved in this Paragraph. DHA expressly reserves authority to exclude Respondent from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (t)(1)(i)(B), and (t)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes DHA or the TRI CARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

8. Agreement by Released Parties. Respondent shall not contest the Settlement Amount or any other term of this Agreement in any federal, state, or administrative forum. Respondent waives all procedural rights granted under the exclusion statute (42 U.S.C. § 1320a-7), the Civil Monetary Penalty Law (42 U.S.C. § 1320a-7a) and related regulations (42 C.F.R. Part 1003), and HHS claims collection regulations (45 C.F.R. Part 30), including, but not limited to, notice, hearing, and appeal with respect to the Settlement Amount.

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

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

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

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

12. No Additional Releases. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity, except as provided in Paragraph 13.

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

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

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

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

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

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

RESPONDENT

LENNY CURRY, MAYOR
City of Jacksonville

DATE

DANIEL J. PEDERSEN, ESQ.
Counsel for City of Jacksonville
Page, Wolfberg & Wirth, LLC
5010 E. Trindle Rd., Suite 202
Mechanicsburg, PA 17050

Date

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

LISA M. RE

Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

Date

ANDREA L. TREESE BERLIN

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

Date

**FOR THE DEPARTMENT OF DEFENSE
DEFENSE HEALTH AGENCY**

JOSEPH P. O'BRIEN, JR. CFE
Chief, Operations and Compliance Branch
Department of Defense
Defense Health Agency
Program Integrity

Date

APPENDIX A

Wire Transfer Instructions for CMS

Subtype/Type Code: 10 00

Amount: (\$337,601.12).

Sending Bank Routing Number: (City of Jacksonville's bank routing number)

ABA Number of Receiving Institution: 021 030 004

Receiving Institution Name: Federal Reserve Bank of New York

Receiving Institution Address: 33 Liberty Street, New York, NY 10045

Beneficiary (Agency Location Code/Account Number): 75050080

Beneficiary Physical Address: 7500 Social Security Blvd., Baltimore, MD 21244

Federal Reserve Assistance Number: (202) 874-6894

Originator to Beneficiary Info: Civil Monetary Penalty Settlement Based on Self-Disclosure

Please email confirmation that the wire transfer has been made to Andrea L. Treese Berlin at andrea.treeseberlin@oig.hhs.gov.