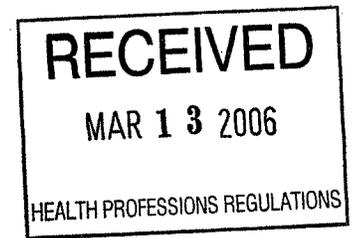


**STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS**

**DEPARTMENT OF HEALTH
DIVISION OF EMERGENCY MEDICAL SERVICES**



EMS Case #03-024

VS.

DALE ALLEN

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to Chapter 23-4.1 of the General Laws of the State of Rhode Island, 1956, as amended, and the Rules and Regulations promulgated thereunder, the Rhode Island Department of Health, Division of Emergency Medical Services (hereinafter "Department"), has reviewed a federal Settlement Agreement between the US Department of Health and Human Services (US HHS) and Dale Allen, EMT-Paramedic, (hereinafter "Respondent").

After careful consideration by the Department, the following constitutes the Findings of fact with respect to the professional performance of the Respondent:

- 1) Respondent is an Emergency Medical Technician-Paramedic licensed to practice emergency medical services in the State of Rhode Island.
- 2) Respondent has an unblemished service record in this State.
- 3) In Respondent's capacity as an Emergency Medical Technician-Paramedic and Commander of the Burrillville Ambulance and Rescue Association, the Office of Inspector General (GIG) of the United States Department of Health and Human Services, contended that Respondent presented, or caused to be presented, improper claims for payment by the Medicare carrier between March 1, 1999 and December 31, 2001. Specifically, the GIG contended that during this time period, Respondent presented, or caused to be presented, 2,115 claims for reimbursement from the

Medicare program involving the transportation of two Medicare beneficiaries that Respondent knew or should have known were: (a) not provided as claimed; (b) were false or fraudulent; or (c) were not medically necessary.

- 4) Respondent denies his guilt with respect to the activities described in paragraph ~~two~~ (2) herein. *see corrected*

- 5) This matter was adjudicated by a Settlement Agreement between the Respondent and the United States Department of Health and Human Services on December 22, 2005 wherein Respondent denied his guilt to the alleged charges.
- 6) In that Settlement Agreement, Respondent agreed to make certain payments to US HHS upon a certain schedule.
- 7) Said Settlement Agreement contained remedies in the event of default by the Respondent.
- 8) Pursuant to said Settlement Agreement, Respondent agreed to only be involved in the emergency transportation of patients for a five year period.
- 9) Pursuant to said Settlement Agreement, Respondent agreed not to be involved in the coding or billing of any claims submitted to federal health care programs and not to be involved in training others to do so.
- 10) In that Settlement Agreement, the US HHS released Respondent from any claims or causes of action it may have had against Respondent under 42 USC § 1320a-7a(a)(1)(A) and (B) and §1320a – 7(b)(7) for the alleged conduct.

The parties agree as follows:

31 Medicare program involving the transportation of two Medicare beneficiaries that
32 Respondent knew or should have known were: (a) not provided as claimed; (b) were
33 false or fraudulent; or (c) were not medically necessary.

34 4) Respondent denies his guilt with respect to the activities described in paragraph three
35 (3) herein. 

36 5) This matter was adjudicated by a Settlement Agreement between the Respondent and
37 the United States Department of Health and Human Services on December 22, 2005
38 wherein Respondent denied his guilt to the alleged charges.

39 6) In that Settlement Agreement, Respondent agreed to make certain payments to US
40 HHS upon a certain schedule.

41 7) Said Settlement Agreement contained remedies in the event of default by the
42 Respondent.

43 8) Pursuant to said Settlement Agreement, Respondent agreed to only be involved in the
44 emergency transportation of patients for a five year period.

45 9) Pursuant to said Settlement Agreement, Respondent agreed not to be involved in the
46 coding or billing of any claims submitted to federal health care programs and not to
47 be involved in training others to do so.

48 10) In that Settlement Agreement, the US HHS released Respondent from any claims or
49 causes of action it may have had against Respondent under 42 USC § 1320a-
50 7a(a)(1)(A) and (B) and §1320a – 7(b)(7) for the alleged conduct.

51

52 The parties agree as follows:

53 1. Respondent is an Emergency Medical Technician- Paramedic and able to conduct

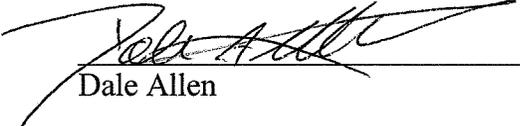
1. Respondent is an Emergency Medical Technician- Paramedic and able to conduct business under and by virtue of the laws of the State of Rhode Island. Respondent's mailing address is 476 Cherry Farm Road, Harrisville, Rhode Island 02830.
2. Respondent admits to the jurisdiction of the Department and hereby agrees to remain under the jurisdiction of the Department.
3. Respondent has read this Assurance of Voluntary Compliance and understands that it is a proposal of the Department and is subject to final ratification by the Department. This Assurance of Voluntary Compliance and the contents thereof are not binding on Respondent until final ratification by the Department.
4. Respondent hereby acknowledges and waives:
 - a) The right to appear personally or by counsel or both before the Department;
 - b) The right to produce witnesses and evidence in his behalf at a hearing;
 - c) The right to cross-examine witnesses;
 - d) The right to have subpoenas issued by the Department;
 - e) The right to further procedural steps except for those specifically contained herein;
 - f) Any and all rights of appeal of this Assurance of Voluntary Compliance;
 - g) Any objection to the fact that this Assurance of Voluntary Compliance will be presented to the Department for consideration and review;
 - h) Any objection to the fact that it will be necessary for the Department to become acquainted with all evidence pertaining to this matter in order to adequately review this Assurance of Voluntary Compliance;

- i) Any objection to the fact that potential bias against the Respondent may occur as a result of the presentation of this Assurance of Voluntary Compliance to the Department.
5. Failure to comply with this Assurance of Voluntary Compliance, once signed and accepted, shall subject the Respondent to disciplinary action.
6. That during the period of the federal Settlement Agreement, Respondent shall notify the Department forthwith in the event that he is charged with any crime by any law enforcement agency in any jurisdiction. The Department reserves the right to take appropriate licensure action should Respondent be charged with a crime in any jurisdiction.
7. That during the period of the federal Settlement Agreement, should Respondent knowingly fail to comply with the provisions of the Settlement Agreement as referenced herein, the Department shall initiate appropriate action with respect to Respondent's licensure status. That it shall be the responsibility of Respondent to notify the Department of any violations of the Settlement Agreement.
8. That during the period of the federal Settlement Agreement, should Respondent knowingly fail to comply with the provisions of Chapter 23-4.1 and/or the "Rules and Regulations Relating to Emergency Medical Services", or any of the terms of this Assurance of Voluntary Compliance, the Department shall initiate appropriate action with respect to Respondent's licensure status.
9. That during the period of the federal Settlement Agreement, should Respondent change employment and/or volunteer service, he shall notify the Department

forthwith of said change including the name and address of the new employers and/or licensed ambulance service and the reason for the change in employment.

10. That this Assurance of Voluntary Compliance shall obviate the necessity for a hearing on the matters forming the basis for this Assurance of Voluntary Compliance.

Signed this 9th day of May 2006.


Dale Allen

Ratified as an order of the Department on this 9th day of MAY, 2006.


Charles Alexandre, Chief
Health Professions Regulation
Health Services Regulation