EXHIBIT A

INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
MARC FISHER, D.P.M.

I. PREAMBLE

Marc Fisher, D.P.M. ("Dr. Fisher") hereby agrees to enter into this Integrity Agreement ("Agreement") with the Office of Inspector General of the United States Department of Health and Human Services ("OIG") to provide for the establishment of certain integrity measures to ensure compliance with the requirements of Medicare, Medicaid and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) by Dr. Fisher, Dr. Fisher's employees and any entity which participates in the Federal health care programs in which Dr. Fisher has an ownership or control interest (as defined in 42 U.S.C. § 1320a-3(a)(3)). Dr. Fisher's compliance with the terms and conditions of this Agreement shall constitute an element of Dr. Fisher's present responsibility with regard to participation in the Federal health care programs. Contemporaneously with this Agreement, Dr. Fisher is entering into a Settlement Agreement with the United States. This Agreement is incorporated by reference into the Settlement Agreement.

II. TERM OF THE AGREEMENT

Except as otherwise provided in this Agreement, the period of compliance obligations assumed by Dr. Fisher under this Agreement shall be five (5) years from the date of execution of this Agreement. The effective date of this agreement shall be the date on which the final signatory executes this Agreement (the "effective date").

III. INTEGRITY OBLIGATIONS

Within ninety (90) days of the date of the effective date of this Agreement, Dr. Fisher agrees to implement an Integrity Program (the "Program"), which shall include the following provisions:

A. COMPLIANCE CONTACT

Within fifteen (15) days of the effective date of this Agreement, Dr. Fisher shall designate a person to be the contact person for purposes of the obligations herein. At all times during the term of this Agreement, there shall be a contact person who shall have operational responsibility for ensuring compliance with the integrity obligations in this Agreement. If a new contact person is designated during the term of this Agreement, Dr. Fisher shall notify the OIG, in writing, within fifteen (15) days of such a change.

B. POSTING OF NOTICE

Within fifteen (15) days of the effective date of this agreement, Dr. Fisher shall post, in a prominent place accessible to all patients and employees, a notice detailing his commitment to comply with applicable statutes, regulations and written directives applicable to the Medicare, Medicaid and other Federal health care programs in the conduct of his medical practice and in seeking reimbursement for services and items furnished to patients of the Federal health care programs. This notice shall identify a means (*i.e.*, telephone number, address) through which matters of concern can be reported anonymously.

C. WRITTEN COMPLIANCE POLICIES AND PROCEDURES

Within sixty (60) days of the effective date of this Agreement Dr. Fisher agrees to develop and implement written compliance policies and procedures , which shall, at a minimum, address the following:

1. Dr. Fisher's commitment to adhere to honest and accurate billing practices;

3. The proper submission of claims to the Federal health care programs, including verification that all claims meet applicable reimbursement standards and coverage requirements;

4. The proper documentation of services and billing information and the retention of such information in a readily retrievable form; and

5. A mechanism for employees and agents to make inquiries regarding compliance with medical practice standards and Federal health care program reimbursement standards and coverage requirements without risk of retaliation or other adverse effect.

D. INELIGIBLE PERSONS

1. *Definition.* For purposes of this Agreement, an "Ineligible Person" shall be any individual or entity who: (a) is currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (b) has been convicted of a criminal offense related to the provision of health care items or services, but has not yet been excluded, debarred or otherwise declared ineligible.

2. *Screening Requirements.* Dr. Fisher shall not hire or engage as contractors any Ineligible Person. To prevent hiring or contracting with any Ineligible Person, Dr. Fisher shall screen all prospective employees and prospective contractors prior to engaging their services by: (a) requiring applicants to disclose whether they are Ineligible Persons; and (b) reviewing the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://epls.arnet.gov) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://www.hhs.gov/oig) (these lists will hereinafter be referred to as the "Exclusion Lists").

3. *Review and Removal Requirement.* Within 90 days of the effective date of this CIA, Dr. Fisher shall review its list of current employees and contractors against the Exclusion Lists. Thereafter, Dr. Fisher shall review the list semi-annually. In addition, Dr. Fisher shall require employees and contractors to disclose immediately any debarment, exclusion or other event that makes the employee an Ineligible Person.

If Dr. Fisher has notice that an employee or contractor has become an Ineligible Person, Dr. Fisher shall remove such person from responsibility for, or involvement with, Dr. Fisher's business operations related to the Federal health care programs and shall remove such person from any position for which the person's salary or the items or services rendered, 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 Dr. Fisher has notice that

an employee or contractor is charged with a criminal offense related to any Federal health care program, or is proposed for exclusion during his or her employment or contract, the Dr. Fisher shall take all appropriate actions to ensure that the responsibilities of that employee or contractor 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.

E. TRAINING AND CERTIFICATION

Within ninety (90) days of the effective date of this Agreement, Dr. Fisher and Dr. Fisher's employees who are directly or indirectly involved in the preparation or submission of claims for reimbursement to the Federal health care programs ("Covered Employees') shall be trained in the proper reimbursement standards, program policies, verification and compliance procedures to ensure the propriety and accuracy of claims for services and items furnished to Federal health care program beneficiaries. The training shall be designed to ensure that Dr. Fisher and all Covered Employees are aware of all applicable Federal health care program statutes, regulations and written directives and the consequences (*e.g.*, criminal, civil and administrative liability, including overpayment demands, restitution, penalties and exclusion from the Federal health care programs) both to the Covered Employee and to Dr. Fisher that may ensue from any violation of such statutes, regulations and written directives.

Dr. Fisher agrees to arrange for each new Covered Employee to participate in such training no later than fifteen (15) days after the person begins to work for Dr. Fisher. Until the person has received the requisite training, such new Covered Employee shall work under the direct supervision of a Covered Employee who has received the required training.

This training program shall provide for no less than four (4) hours of training annually for Dr. Fisher and each Covered Employee.

At a minimum, the training session shall cover the following topics:

1. Dr. Fisher's obligations under this Agreement;

2. All applicable Federal health care program statutes, regulations and written directives related to reimbursement, and the legal sanctions for improper billing or other violations of these standards; and

3. The written compliance policies and procedures developed pursuant to section III. C. above, including the proper billing standards and procedures for the submission of accurate claims to the Medicare, Medicaid and other Federal health care programs.

Dr. Fisher and each Covered Employee shall date and sign a certification indicating attendance at the training session and further attesting to an understanding of the provisions in the compliance policies and procedures developed in accordance with section III. C. and all applicable Federal health care program statutes, regulations and written directives addressed in the training. These certifications will be maintained by Dr. Fisher and shall be made available for inspection by OIG or its duly authorized representative(s). At least one copy of the training materials or a detailed description of the topics covered during the training session shall be kept with the certifications.

F. THIRD PARTY BILLING

Dr. Fisher presently does not employ a third party billing company to submit claims to the Federal health care programs. Dr. Fisher states that he does not have an ownership or control interest in a third party billing company and is not employed by, and does not act as a consultant to, a third party billing company. If Dr. Fisher intends to obtain an ownership or control interest in, or become employed by, or become a consultant to, any third party billing company during the term of this Agreement, Dr. Fisher shall notify OIG thirty (30) days prior to any such proposed involvement.

If, during the term of this Agreement, Dr. Fisher contracts with a third party billing company to submit claims on his behalf to the Federal health care programs, Dr Medaglio shall, within thirty (30) days of entering into such contract, obtain and send to OIG a certification from the third party billing company that (i) it is presently in compliance with all applicable statutes, regulations and written directives as they relate to submission of claims to the Federal health care programs; (ii) it has a policy of not knowingly employing any person who has been excluded, debarred, suspended or declared ineligible to participate in Medicare, Medicaid or other Federal health care programs, and who has not yet been reinstated to participate in those programs; and (iii) it provides at least four (4) hours of training per year in billing and coding related to the Medicare and other Federal health care programs for those employees involved in the preparation and submission of claims to those programs.

G. INDEPENDENT REVIEWS

On at least an annual basis and for the duration of this Agreement, Dr. Fisher agrees to contract with an independent third-party reviewer (*e.g.*, a health care billing auditor or a consultant) (hereinafter the "independent reviewer") to undertake a review of a statistically valid random sample of claims submitted to Medicare and other Federal health care programs by Dr. Fisher or by any third party billing company on behalf of Dr. Fisher. The purpose of this review is to determine whether the claims are in compliance with the appropriate billing and coverage requirements. This review will be conducted by an independent reviewer who is an appropriately trained person or entity with knowledge of Federal health care program statutes, regulations, written directives and reimbursement policies and procedures. These reviews shall cover, at a minimum, the preceding one (1) year period and shall seek to determine that the claims submitted to the Federal health care programs are medically necessary and covered services under applicable statutes, regulations and written directives and that the claims are appropriately coded and billed. At the conclusion of each review, the independent reviewer shall prepare a report describing the review's parameters, methodologies and procedures, as well as presenting the independent reviewer's findings, conclusions and recommendations. A copy of this report shall be included in Dr. Fisher's Annual Report to OIG. If OIG determines that an additional review is necessary, Dr. Fisher agrees to pay for the reasonable costs of such review which will be performed by OIG or its authorized representative(s).

H. REPORTING

1. *Overpayments*

a. Definition of Overpayment. For purposes of this CIA, an "overpayment" shall mean the amount of money Dr. Fisher has received in excess of the amount due and payable under the Federal health care programs' statutes, regulations or written directives, including carrier and intermediary instructions. Dr. Fisher may not subtract any underpayments for purposes of determining the amount of relevant "overpayments."

b. Reporting of Overpayments. If, at any time, Dr. Fisher identifies or learns of any billing, coding or other policies, procedures and/or practices that result in overpayments, Dr. Fisher shall notify the payor (*e.g.*, Medicare fiscal intermediary or carrier) and repay any overpayments within 30 (thirty) days of discovery and take remedial

steps within 60 (sixty) days of discovery (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the overpayments from recurring. Notification to the contractor should be done in accordance with the contractor policies, and for Medicare contractors, can be done pursuant to a form similar to the Overpayment Refund Form, provided as Attachment 1 to this CIA.

2. *Material Deficiencies.*

a. Definition of Material Deficiency. For purposes of this CIA, a "Material Deficiency" means an isolated event or a series of occurrences that involve:

(a) a substantial overpayment relating to any Federal health care program;

(b) a matter that a reasonable person would consider a potential violation of criminal, civil or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized; or

(c) a violation of the obligation to provide items or services of a quality that meets professionally recognized standards of health care, where such violation has occurred in one or more instances, that presents an imminent danger to the health, safety or well-being of a Federal health care program beneficiary or places the beneficiary unnecessarily in high-risk situations.

b. Reporting of Material Deficiencies. If Dr. Fisher determines that there is a material deficiency, Dr. Fisher shall notify OIG within 30 (thirty) days of making the determination that the Material Deficiency exists. The report to the OIG shall include the following information:

(a) If the Material Deficiency 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. H.1, and shall

include all of the information on the Overpayment Refund Form, as well as:

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

(ii) the date of the check and identification number (or electronic transaction number) on which the overpayment was repaid/refunded;

(b) a complete description of the Material Deficiency, including the relevant facts, persons involved and legal and program authorities implicated;

(c) a description of Dr. Fisher's actions taken to correct the Material Deficiency; and

(d) any further steps Dr. Fisher plans to take to address such Material Deficiency and prevent it from recurring.

IV. OIG INSPECTION, AUDIT AND REVIEW RIGHTS

In addition to any other right OIG may have by statute, regulation, contract or pursuant to this Agreement, OIG or its duly authorized representative(s) may examine Dr. Fisher's books, records, documents and supporting materials in his possession or under his control for the purpose of verifying and evaluating: (i) Dr. Fisher's compliance with the terms of this Agreement, and (ii) Dr. Fisher's compliance with Federal health care programs statutes, regulations and written directives. OIG, or its duly authorized representative(s), may conduct unannounced on-site visits at Dr. Fisher's place of business at any time to review patient medical records and other related documentation for the purpose of verifying and evaluating Dr. Fisher's compliance with the statutory and regulatory requirements of the Federal health care programs and compliance with the terms of this Agreement. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s), may interview any of Dr. Fisher'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 OIG. Dr. Fisher agrees to assist OIG in contacting and arranging interviews with such individuals upon OIG's request. Dr. Fisher's employees, contractors and agents may elect to be interviewed with or without a representative of Dr. Fisher present.

V. REPORTS

A. IMPLEMENTATION REPORT

Within one hundred twenty (120) days of the effective date of this Agreement, Dr. Fisher shall provide the OIG with a written report demonstrating that he has complied with the requirements of this Agreement. This report, known as the "Implementation Report," shall include:

1. A copy of the notice Dr. Fisher posted in its office as described in Section III.B.

2. A certification signed by Dr. Fisher attesting that Dr. Fisher and all Covered Employees have completed the initial training required by Section III.E. as well as a summary of what the training included. The training materials will be made available to OIG upon request.

3. A copy of the written compliance policies and procedures required by section III.C. of this Agreement.

4. A certification from Dr. Fisher stating that Dr. Fisher has reviewed the Implementation Report, and believes that the information is accurate and truthful.

B. ANNUAL REPORTS

Dr. Fisher agrees to provide annual written reports, each one of which is referred to throughout this Agreement as the "Annual Report", to OIG describing the measures he has taken to implement, maintain and ensure compliance with the terms of this Agreement. The Annual Report shall include:

1. A description, schedule and topic outline of the training programs implemented pursuant to Section III.E. of this Agreement, and a written certification from Dr. Fisher and all Covered Employees that they received training pursuant to the requirements set forth in Section III.E. of this Agreement.

2. A copy of the annual review conducted pursuant to Section III.G. of this Agreement relating to the year covered by the Annual Report; a complete description of the independent reviewer's findings and any corrective actions taken in response to the findings.

3. A summary of any changes or amendments to the Compliance Policies and Procedures required by section III.C and the reasons for such changes (*e.g.*, change in contractor policy).

4. A description of any changes to the training program.

5. A summary of Material Deficiencies (as defined in section III.H) identified during the reporting period and the status of any corrective and preventative action relating to the Material Deficiency.

6. A report of the aggregate overpayments that have been returned to the Federal health care programs. Overpayment amounts should be broken down into the following categories: Medicare, Medicaid and other Federal health care programs.

7. A certification signed by Dr. Fisher certifying that he has reviewed the Annual Report and believes that the information is accurate and truthful.

The first Annual Report shall be submitted no later than one (1) year and sixty (60) days after the effective date of this Agreement. Subsequent Annual Reports will be submitted on the anniversary date of the date of submission of the first Annual Report.

VI. NOTIFICATION AND SUBMISSION OF REPORTS

Unless otherwise modified in accordance with section IX. below, all notifications and reports required under the terms of this Agreement shall be submitted to the entities listed below:

To OIG:

Civil Recoveries Branch - Compliance Unit
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
330 Independence Avenue, SW

Cohen Building, Room 5527
Washington, D.C. 20201
Tel: (202) 619-2078
Fax: (202) 205-0604

To Dr. Fisher: Marc Fisher, D.P.M.
48 East Silver Street, Unit #3
Westfield, Massachusetts 01085
Tel:
Fax:

VII. BREACH AND DEFAULT PROVISIONS

Full and timely compliance by Dr. Fisher shall be expected throughout the duration of this Agreement with respect to all of the obligations herein agreed to by Dr. Fisher. In the event of Dr. Fisher's failure to comply with any of the obligations in this Agreement, the Agreement may be deemed in breach and the parties shall proceed in the appropriate manner as described below.

A. DEFINITION OF MATERIAL BREACH

For purposes of this section, a "material breach" is defined as: (i) a failure to report a material deficiency, take corrective action and pay the appropriate refunds, as provided in section III. H. of this Agreement; (ii) repeated or flagrant violation of the obligations under this Agreement, including, but not limited to, the obligations addressed in sections IV., V.A and V.B of this Agreement; or (iii) a failure to retain and use an independent reviewer for the annual review described in section III.G.

B. REMEDIES FOR MATERIAL BREACH OF THIS AGREEMENT

If Dr. Fisher engages in conduct that OIG considers to be a material breach (as defined below) of this Agreement, OIG may determine to exclude Dr. Fisher from participation in the Federal health care programs. Upon making its determination, OIG shall notify Dr. Fisher of the alleged material breach by certified mail and of its intent to exclude as a result thereof (this notice shall be referred to hereinafter as the "Intent to Exclude Letter"). Dr. Fisher shall have thirty-five (35) days from the date of the letter to:

1. cure the alleged material breach; or

2. demonstrate to the OIG's satisfaction that the alleged material breach

cannot be cured within the thirty-five (35) day period, but that Dr. Fisher has begun to take action to cure the material breach and that Dr. Fisher will pursue such action with due diligence. Dr. Fisher shall, at this time, submit a timetable for curing the material breach for the OIG's approval.

If at the conclusion of the thirty-five (35) day period (or other specific period as subsequently agreed by OIG and Dr. Fisher), Dr. Fisher fails to act in accordance with sections VII.B.1.or 2. above, OIG may initiate steps to exclude Dr. Fisher from participation in the Federal health care programs. OIG will notify Dr. Fisher in writing of its determination to exclude him (this letter shall be referred to hereinafter as the "Exclusion Letter").

C. DISPUTE RESOLUTION

Upon OIG's delivery to Dr. Fisher of its Exclusion Letter, and as an agreed upon contractual remedy for the resolution of disputes arising under the obligations in this Agreement, the OIG may initiate steps to exclude Dr. Fisher from participation in the Federal health care programs. Dr. Fisher shall be entitled to certain due process rights similar to those afforded under 42 U.S.C. § 1320a-7(f) and 42 C.F.R. §§ 1005.2-1005.21. The ALJ's decision, in turn, may be appealed to the HHS Departmental Appeals Board ("DAB") in a manner consistent with the provisions in 42 C.F.R. § 1005.21. OIG and Dr. Fisher agree that the decision by the DAB, if any, shall constitute the final decision for purposes of the exclusion under this Agreement.

The review by an ALJ or the 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 and Dr. Fisher agrees to waive any right it may have to appeal the decision administratively, judicially or otherwise, or to seek review by any court or other adjudicative form.

VIII. NEW ENTITIES OR LOCATIONS

In the event that Dr. Fisher purchases or establishes new business units, that participate in the Federal health care programs, after the effective date of this Agreement, Dr. Fisher shall notify OIG of this fact within thirty (30) days of the date of purchase or establishment. This notification shall include the location of the new operation(s), phone number, fax number, Federal health care program provider identification number(s) and the corresponding payor(s) (contractor specific) that has issued each provider number.

Dr. Fisher and all Covered Employees at such locations shall be subject to the requirements in this Agreement that apply to new employees (*e.g.*, completing certifications and undergoing training).

IX. EFFECTIVE AND BINDING AGREEMENT

Consistent with the provisions in the Settlement Agreement to which this Integrity Agreement is incorporated by reference, Dr. Fisher and OIG agree as follows:

A. this Agreement shall be binding on the successors, assigns and transferees of Dr. Fisher;

B. this Agreement shall become final and binding only upon signing by each respective party hereto; and

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

IN WITNESS WHEREOF, the parties hereto affix their signatures:

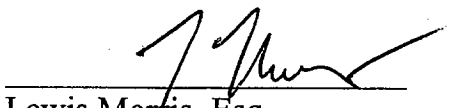
MARC FISHER, D.P.M.

Marc Fisher, D.P.M. 8-14-00
Date

COUNSEL FOR MARC FISHER, D.P.M.

Robert Griffith, Esq. 8/16/00
Date
Griffith and Associates
30 Federal Street
Boston, Massachusetts 02110

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



Lewis Morris, Esq.
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