SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
INDEPENDENT OFFICE OF THE INSPECTOR GENERAL

EMS VENDOR BILLED BART $57.6K FOR UNLICENSED MEDICS AND UNDERSTAFFED EMERGENCY RESPONSE TEAMS

INVESTIGATION RESULTS

An emergency medical services vendor failed to comply with its BART contract to provide two licensed Emergency Medical Technicians (EMTs) at downtown San Francisco BART stations during commute hours, at times staffing its emergency response team with unlicensed medics and others having only one EMT on staff working alone. Despite this, the vendor consistently billed BART for two EMTs. We identified $57,655 in improper payments under these false billing schemes.

While some of the vendor's medics did not have the required licensure, they did have basic life support training. However, it did not meet the level of training and knowledge required of an EMT.

We expedited this investigation due to life-safety concerns. For that reason, we also informed BART of our investigation when we confirmed the vendor was staffing its emergency response team with unlicensed medics, but before we completed our investigation.

We also concluded that the BART project manager did not enforce the contract requirement for the vendor to provide progress reports, effectively limiting oversight.

RELEVANT LAW

The California False Claims Act (CFCA) provides liability against anyone who "[k]nowingly presents or causes to be presented" false claims to a public entity. Case law defines "knowing" to include "deliberate ignorance" and "reckless disregard" of the truth. Billing for unlicensed medics and understaffed medical teams are potential violations of the (CFCA), and the vendor may be subject to treble damages and penalties for their false billings. California Health & Safety Code Section 1797.80 and California Code of Regulations, Title 22, Section 100065.05 *et seq*. establish the certification requirements for EMTs in California, including the specific type and hours of training and background checks.

WHY THIS INVESTIGATION MATTERS

Ensuring contractors and BART officials adhere to contract terms is essential to upholding service reliability and accountability, and to providing assurance to the public that vendors fulfill their contractual obligations before obtaining payment.

When providing EMT services, compliance is critical to maintaining safe and effective emergency response services. Failure to adhere to staffing and licensure provisions can compromise response times and place untrained or improperly credentialed personnel in critical situations.

RECOMMENDATIONS

To hold the contractor accountable for failing in their contractual obligations, BART should:

- Recover the $57,655.
- Seek penalties & damages.
- Terminate the contract.
- Impose vendor restrictions.
- Enforce contract terms.

BART's response to our recommendations and corrective action plan are detailed on page five of this report.

OIG Reporting Requirement & Disclosure Practices

We are providing this report to comply with California Public Utilities Code § 28841, which requires that we keep BART administration, the Board of Directors, and the public informed of our fraud, waste, or abuse investigation findings and recommendations.

We identify those involved in our investigations in only limited circumstances. This avoids violating privacy and confidentiality rights granted by law and creating unwarranted actions against those involved with our investigation. The decision to provide names is made on a case-by-case basis and considers all elements of an investigation. This practice does not prevent individuals from requesting documents under the California Public Records Act (CPRA). However, such disclosures may be restricted or limited by law. The investigation described in this report is associated with case number 280-2025.

Background

In June 2023, the District awarded a $598,000, two-year contract for "standby basic life support service level pre-hospital medical services at Embarcadero Station through Civic Center Station." The contract included two options to extend the agreement term for one year, allowing for a total of four years of service. Key contract terms included:

- **Scope of Work:** Primary standby basic life support services by two EMTs – serving concurrently – at BART'S downtown San Francisco stations, rendering all labor, equipment, and materials required to perform the EMT services.
- **Service Hours**: During peak commute hours Monday through Friday from 6:00 a.m. to 10:00 a.m. and from 3:00 p.m. to 8:00 p.m.
- **Licensing:** All EMTs to be furnished by the vendor in connection with the services were to be properly *credentialed* and *licensed* by the appropriate agencies and authorities.

Investigation Results

In October 2024, we received a whistleblower complaint alleging that a BART emergency services vendor was staffing its emergency response teams with unlicensed medical personnel, and further alleging that the vendor at times invoiced BART for two licensed EMTs when only one was assigned or only one medic was working. Given the serious nature of the complaint, we prioritized our investigation.

To determine whether the vendor fulfilled its contractual obligations to BART related to staffing requirements for two licensed EMTs, we took the following actions:

- Conducted site visits at the downtown San Francisco BART stations during peak commute hours to observe the emergency response team.
- Reviewed BART station video surveillance footage to verify the actual composition of the vendor's response teams.
- Analyzed staffing rosters, licensure documentation, and payroll records provided by the vendor to determine who was scheduled to staff the emergency response team and whether they were EMTs, and who was paid for duty. The vendor did not provide all the documentation we requested.

We then substantiated the allegations, determining that the vendor scheduled and billed BART for three individuals who did not hold valid California EMT licenses. We did note, however, that those employees did hold a Basic Life Support (BLS) certification. Based on available evidence, these medics collectively worked a total of 189 shifts from July 2023 to December 2024, including some instances of an unlicensed medic working both the morning and evening shifts of the same day. Additionally, we confirmed that on seven occasions, the vendor invoiced BART for two licensed EMTs, although only one EMT was present and working alone during those shifts.

We interviewed the vendor to provide them with an opportunity to respond to our observations and findings of noncompliance and false claims. In summary, the vendor explained that they had insufficient business experience and did not fully understand the contract's California EMT licensure requirement's, which resulted in their practices deviating from the contract terms.

The vendor also stated that the scope of services in BART's contract did not distinguish between a BLS provider or EMT services. However, BART's contract specifically required EMTs to provide basic life support services to patrons, staff, and others (i.e., patients). The express requirement to provide EMTs appears multiple times in both the contract's Scope of Services and its Compensation Schedule. Therefore, we performed a limited review of the differences between an EMT and a BLS provider and determined that they are not equivalent. See Table 1.

Table 1: EMT vs. BLS Limited Comparison

EMT - Professional Licensure	BLS - Training Certification

Emergency Medical Technician (EMT) Definition, per California Code of Regulations, Title 22, Section 100065.05
• An (EMT), also referred to as EMT-Basic or EMT, is a person who has:
  • Successfully completed an EMT course meeting the requirements of the regulation.
  • Passed all required tests.
  • Been certified by a California EMT certifying entity.
	Basic Life Support (BLS) Definition, per California Health and Safety Code Chapter 2, Section 1797.60
	• BLS means emergency first aid and cardiopulmonary resuscitation (CPR) procedures. At a minimum, includes:
	  • Recognizing respiratory and cardiac arrest.
	  • Starting CPR to maintain life without invasive techniques, used until transport or advanced life support is available.

EMT Training Requirements, per California Code of Regulations, Title 22, Section 100067.10, include:
• EMTs must complete:
  • 146 hours of didactic training.
  • 24 hours of clinical experience.
	BLS Training by a Qualifying BLS Training Provider, e.g., American Red Cross
	• 4-5 hours of training in cardiopulmonary resuscitation (CPR), automated external defibrillators (AED) use, and relieving airway obstructions in patients of every age.

False Claims

The vendor's actions represented false claims as they knew or should have known that their emergency response team was not staffed or licensed in accordance with the contract terms. We calculated the financial impact of the improper charges to be $57,655. Under the California False Claims Act, which allows for penalties and treble damages, the vendor could be potentially liable to BART for over $400,000.

Lack of Contract Oversight

During our investigation, we also noted that BART officials did not require the vendor to submit monthly progress reports, which was a required condition of the contract. Monthly progress reports are intended to assist BART in ensuring that the vendor's services align with contractual obligations. Thus, not requiring the reports limits oversight. Although we have made prior recommendations to better monitor contract compliance, it appears that there are still gaps in oversight of service contracts by BART project managers.

District Responses to Recommendations

Recommendations		
1.	**Recommendation:**	Recover the $57,655 identified in this investigation for services the vendor did not render in accordance with the contract terms to provide basic life services by two Emergency Medical Technicians.
	Implementation Date:	The timeline will be determined after our meeting with the vendor.
	Corrective Action Plan:	Management is meeting with EMS legal to review the allegations and hear a formal response from the vendor. A letter will be issued to the vendor for repayment of $57,655. The vendor will be asked to put their response in writing within 10 days of the date of discussion.
2.	**Recommendation:**	Seek damages and penalties from the vendor as permissible under the California False Claims Act.
	Implementation Date:	The timeline will be determined after our meeting with the vendor.
	Corrective Action Plan:	A decision whether to pursue damages and penalties will be made once the response from the vendor has been received and in consultation with BART's General Counsel.
3.	**Recommendation:**	Terminate the basic life services contract with the vendor for their failure to comply with their contractual obligations.
	Implementation Date:	Target implementation date July 30, 2025.
	Corrective Action Plan:	The term of the contract is two years, ending on June 30, 2025, with two one-year options. Management will determine whether to exercise the first option after the vender's response is reviewed and considered. Consideration will be given to adding terms to the contract for better oversight. Transportation will work with Procurement to craft language for the contract change and request review from our General Counsel's Office before executing.

Recommendations		
4.	**Recommendation:**	Impose restrictions against the vendor as permissible under the District's Suspension and Debarment Policy.
	Implementation Date:	Target implementation date July 25, 2025.
	Corrective Action Plan:	Management (Procurement) will prepare a warning letter in accordance with section 28.C (Actions Other Than Debarment) of the District's Suspension and Debarment Policy. Management will ask the General Counsel's Office to review the letter so we can use a standard template for future cases.
5.	**Recommendation:**	Inform all BART staff who manage professional service contracts that they must enforce the contract terms.
	Implementation Date:	Target implementation date July 18, 2025
	Corrective Action Plan:	Transportation will work with the AGM-Operations to put an operations notice out that outlines the importance of contract management and terms tracking. This communication notice will be shared with all management employees that manage contracts.

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