

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA and the
COMMONWEALTH OF MASSACHUSETTS
ex rel. DAVID PERRY,

Plaintiffs,

v.

BOURNEWOOD INC. d/b/a BOURNEWOOD
HEALTH SYSTEMS, and FIRST
PSYCHIATRIC PLANNERS, INC. d/b/a
BOURNEWOOD HOSPITAL

Defendants.

No. 21-cv-11483-WGY

JURY TRIAL DEMANDED

**UNITED STATES' AND COMMONWEALTH OF MASSACHUSETTS'
COMPLAINT IN INTERVENTION**

Introduction

1. The United States of America (“United States”) and the Commonwealth of Massachusetts (“Massachusetts”) bring this Complaint in Intervention against Bournewood Inc., d/b/a Bournewood Health Systems (“Bournewood”) and First Psychiatric Planners, Inc., d/b/a Bournewood Hospital (“FPP”) (collectively, the “defendants”). The United States seeks to recover damages, restitution, and civil penalties, under the federal False Claims Act, 31 U.S.C. §§ 3729-33 (“FCA”), and under the common law. Massachusetts seeks to recover damages, restitution, and civil penalties under the Massachusetts False Claims Act, M.G.L. c. 12, § 5A-O (“MFCA”); the Massachusetts Medicaid False Claims Act, M.G.L. c. 118E, §§ 40 and 44 (“MMFCA”); 130 C.M.R. §§ 450.237, 450.260(A), and 450.260(I); and under the common law.
2. From at least July 2003 through May 2022, the defendants induced substance use recovery patients to enroll in, and attend, the defendants’ Partial Hospital Program (“PHP”), an

outpatient, intensive, substance use treatment program, by paying for, and offering to pay for, sober housing in violation of the federal Anti-Kickback Statute (“AKS”), 42 U.S.C. § 1320a-7b and the Massachusetts Anti-Kickback Statute (“MAKS”), M.G.L. c. 175H, § 3. Through their illegal conduct, the defendants’ caused the submission of false claims for payment to federal and state healthcare programs in violation of the FCA, MFCA, and MMFCA.

3. The defendants paid the sober housing costs for substance use recovery patients who agreed to attend the defendants’ PHP, in part, to maintain and increase the PHP’s census. The daily census allowed the defendants to bill (and receive payment from) insurers for providing PHP services for patients. The defendants knew that many of the patients that the defendants housed in sober homes were insured by federal and state healthcare programs that paid for the defendants’ PHP services and the defendants knew that many of these patients could not pay the daily rate for sober housing absent the defendants’ payments on their behalf.

4. The defendants contracted with sober homes operating near the defendants’ PHP in Brookline. The contracts set out how much the defendants would pay the sober homeowners and operators to house substance use recovery patients on the condition that the patients regularly attend the defendants’ PHP.

5. The defendants knew that their offer of free sober housing, often for up to ten days or more, would induce substance use recovery patients, many of whom were homeless and/or jobless, to enroll in their PHP over other possible outpatient treatment programs.

6. The defendants paid to house substance use recovery patients in sober houses even when they knew those sober homes were unsafe, and not conducive to substance use recovery. For example, between 2008 and 2018, the defendants paid to house over 46% of the nearly 5,400 patients they paid to house in sober homes in Recovery Education Services

(“RES”), a sober home in Roxbury operated by David Perry. Over those 10 years, patients made numerous complaints to the defendants about conditions at RES, including: Perry’s sexual solicitations, drug overdoses, thefts of medication, sales of prescription drugs, and bed bug infestations. Although the defendants recognized that placing patients at RES inhibited patients’ recoveries, the defendants continued to house patients at RES until they learned of Perry’s possible indictment by the Commonwealth of Massachusetts for actions associated with RES.

7. The defendants paid over \$1.85 million in kickbacks to sober homes on behalf of substance use recovery patients between September 16, 2013, and May 31, 2022 (the “Relevant Period”) in exchange for the patients’ enrollment and attendance in the defendants’ PHP. During the Relevant Period, the defendants paid to house over 3,300 patients, which constituted illegal inducements under the AKS and MAKS. Approximately 90% of these patients were enrolled in federal healthcare programs from which the defendants received reimbursement for the provision of PHP services. The defendants received over \$7.5 million in reimbursement from federal healthcare programs alone for services rendered by the PHP for these patients during the Relevant Period.

Jurisdiction and Venue

8. This Court has subject matter jurisdiction over the FCA claims pursuant to 31 U.S.C. § 3730(a) and 28 U.S.C. §§ 1331 and 1345, and over the common law claims pursuant to 28 U.S.C. § 1345.

9. This Court has subject matter jurisdiction over the MFCA, MMFCA, and common law claims under 28 U.S.C. § 1367(a) and under 31 U.S.C. § 3732(b).

10. This Court may exercise personal jurisdiction over the defendants pursuant to 31 U.S.C. § 3732(a), as both defendants transact business in this District.

11. Venue lies in this District pursuant to 31 U.S.C. § 3732(a), because all of the defendants transact business in this District, and Bournewood and FPP are headquartered in this District.

Parties

12. Plaintiff United States of America is acting on behalf of the United States Department of Health and Human Services (“HHS”), including HHS’ Centers for Medicare & Medicaid Services (“CMS”), which administers the Health Insurance Program for the Aged and Disabled established by Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395, *et seq.*, (“Medicare”) and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

13. Plaintiff Commonwealth of Massachusetts is a sovereign state and body politic duly organized by law and is represented by the Attorney General of the Commonwealth, who brings this action in the public interest and on behalf of the Commonwealth, its citizens, taxpayers, and the Massachusetts Executive Office of Health and Human Services (“EOHHS”) and MassHealth, which jointly administers the Massachusetts Medicaid program (“Medicaid”) with the United States.

14. The relator, David Perry, is a resident of Massachusetts and the former owner and operator of RES between 2008 and 2019. On or around October 2, 2019, Perry pleaded guilty in Suffolk Superior Court to thirty-six counts related to conduct arising out of his operation of RES including 1 count of Distribution of a Class B Substance, 6 counts of Sex for Fee, 6 counts of Possession of Illegal Class B, C, and E substances, 8 counts of Conspiracy to Distribute Illegal Drugs, and 15 counts of Evidence Tampering. *See* <https://www.mass.gov/news/lawyer-who-ran-sober-home-pleads-guilty-sentenced-to-jail-in-connection-with-supplying-drugs-to-recovering-substance-users-for-sex> (last accessed on September 13, 2023). Among the various

allegations against Perry, the Massachusetts Attorney General's Office alleged that he "offered substance users legal representation and advice as well as cash and free rent at the sober home in exchange for sex." *Id.* Perry was sentenced to two-and-a-half years in the House of Correction, followed by three years of probation, during which he was prohibited from operating any sober houses/treatment facilities, required to stay away from and have no contact with witnesses, and obligated to participate in and regularly attend Narcotics Anonymous meetings and remain drug free with random screens. *Id.*

15. Defendant Bournewood is a Massachusetts corporation with a principal place of business at 300 South Street, Brookline, MA 02167. Prior to 2018, Bournewood entered into contractual relationships with sober homes through which the defendants paid for substance use recovery patients' sober home fees.

16. FPP is a Massachusetts corporation with a principal place of business at 300 South Street, Brookline, MA 02167, doing business as Bournewood Hospital. *See* <https://openmpi.com/provider/1093714412> (last accessed on Sept. 7, 2023). FPP is a behavioral health organization that provides inpatient and outpatient mental health services and dual diagnosis care for adults and adolescents. It describes its PHP on its website as a "step-down transition from inpatient level of care and can provide intensive treatment as an alternative to a psychiatric hospitalization." *See* <https://www.bournewood.com/partial-hospital-program/> (last accessed on September 4, 2023). From 2018 on, FPP d/b/a Bournewood Hospital entered into contractual relationships with sober homes through which the defendants paid for substance use recovery patients' sober home fees. Throughout the Relevant Period, FPP d/b/a Bournewood Hospital paid for patients' sober home beds.

17. In March 2017, Alita Care, Inc., a national behavioral services company based in Phoenix, Arizona, acquired the defendants. See <https://www.kohlberg.com/news/alita-care-acquires-bournewood-health-systems-enhancing-capabilities-with-leading-new-england-acute-psychiatric-treatment-provider/> (last accessed on Sept. 7, 2023). See also <https://www.mass.gov/doc/alita-care/download>, at p. 4 (last accessed on Sept. 15, 2023).

Legal and Factual Background

I. THE FALSE CLAIMS ACT AND THE ANTI-KICKBACK STATUTE

18. The FCA establishes liability to the United States for any individual or entity that “knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval,” 31 U.S.C. § 3729(a)(1)(A), or “knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim,” 31 U.S.C. § 3729(a)(1)(B), or “conspires to commit a violation” of the above, 31 U.S.C. § 3729(a)(1)(C). The FCA defines “knowingly” to include actual knowledge, deliberate indifference, and reckless disregard. 31 U.S.C. § 3729(b)(1). No proof of specific intent to defraud is required. *Id.*

19. The AKS makes it illegal for individuals or entities knowingly and willfully to “offer[] or pay[] any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind to any person to induce such person . . . to purchase . . . order, or arrange for or recommend purchasing . . . or ordering any good . . . or item for which payment may be made in whole or in part under a Federal health care program.” 42 U.S.C. § 1320a-7b(b)(2)(B). For example, the AKS prohibits a behavioral health provider from knowingly and willfully paying the sober home housing fees of substance use recovery patients to induce the substance use recovery patients to enroll in, and regularly attend, the behavioral health provider’s intensive outpatient therapy program for which federal healthcare programs

provide reimbursement. A violation of the AKS is a felony punishable by fines and imprisonment, 42 U.S.C. § 1320a-7b(b)(2), and can also result in exclusion from participation in all federal healthcare programs. *See* 42 U.S.C. § 1320a-7(a)(1) and 42 U.S.C. § 1320a-7(b)(7).

20. The AKS arose out of congressional concern that remunerative inducements may corrupt patient and professional healthcare decision-making, impose higher costs on federal healthcare programs, and divert federal funds towards goods and services that are medically unnecessary, of poor quality, or even harmful to a vulnerable patient population. To protect federal healthcare programs from these harms, Congress enacted a prohibition against the payment of kickbacks in any form. First enacted in 1972, Congress strengthened the statute in 1977 and 1987, to ensure that kickbacks masquerading as legitimate transactions did not evade its reach. *See* Social Security Amendments of 1972, Pub. L. No. 92-603, §§ 242(b) and (c); 42 U.S.C. § 1320a-7b, Medicare-Medicaid Antifraud and Abuse Amendments, Pub. L. No. 95-142; Medicaid and Medicaid Patient Program Protection Act of 1987, Pub. L. No. 100-93.

21. In 2010, Congress amended the AKS to provide that “a claim that includes items or services resulting from a violation of this section constitutes a false or fraudulent claim for purposes of [the FCA].” 42 U.S.C. § 1320a-7b(g). Congress added this provision to confirm “that all claims resulting from illegal kickbacks are considered false claims for the purpose of civil actions under the [FCA] . . .”. 155 Cong. Rec. S10854 (Oct. 28, 2009).

22. Federal courts have held that a claim based on an illegal kickback relationship, which violates the Anti-Kickback Statute, taints the claim, making it per se false. *See, e.g., Guilfoile v. Shields*, 913 F.3d 178, 190 (1st Cir. 2019) (“[a]n AKS violation that results in a federal health care payment is a per se false claim under the FCA.”); *In re Pharm. Indus. Average Wholesale Price Litig.*, 491 F.Supp.2d 12, 18 (D. Mass. 2007) (holding that “the FCA is

violated when a Medicaid claim is presented to the state government in violation of the Anti-Kickback statute”); *United States ex rel. Kneepkins v. Gambro Healthcare, Inc.*, 115 F.Supp.2d 35, 43 (D. Mass. 2000) (illegal kickback agreement was an “omitted material fact” to the reimbursement claim; thus, alleged violations of the AKS state a claim under the FCA); *U.S. ex rel. Brown v. Celgene Corp.*, No. CV 10-3165-GHK SSX, 2014 WL 3605896, at *8 (C.D. Cal. July 10, 2014) (“Because the government would not knowingly reimburse kickback-tainted claims, any claims resulting from [Defendant’s] alleged kickbacks constitute false claims.”).

23. The District Court for the District of Massachusetts has stated that “even if the Provider Agreement did not identify compliance with the Anti-Kickback Statute as a precondition of payment, this materiality analysis strongly suggests that, because the government will not pay kickback-tainted claims, Anti-Kickback Statute compliance must be a precondition of payment.” *U.S. ex rel. Westmoreland v. Amgen, Inc.*, 812 F. Supp. 2d 39, 56 (D. Mass. 2011) (internal citations omitted); *U.S. ex rel. Lisitza v. Johnson & Johnson*, 765 F. Supp. 2d 112, 127 (D. Mass. 2011) (same). One rationale behind this tainted claim theory is “the Government does not get what it bargained for when a defendant is paid ... for services tainted by a kickback.” *U.S. ex rel. Westmoreland*, 812 F. Supp. 2d at 55.

24. The HHS Office of Inspector General (“HHS-OIG”) has promulgated “safe harbor” regulations that identify payment practices not subject to AKS enforcement because such practices are unlikely to result in fraud or abuse. *See* 42 C.F.R. § 1001.952. Safe harbor protection is afforded only to those arrangements that meet all of the specific conditions set forth in the regulations. The defendants’ conduct does not fall within any regulatory safe harbor.

II. THE MASSACHUSETTS FALSE CLAIMS ACT, THE MEDICAID FALSE CLAIMS ACT, AND THE MASSACHUSETTS ANTI-KICKBACK STATUTE

25. The MFCA establishes liability to Massachusetts for any individual or entity that “knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval,” M. G. L. c. 12, § 5B(a)(1), or “knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim,” M. G. L. c. 12, § 5B(a)(2), or “conspires to commit a violation” of the above, M. G. L. c. 12, § 5B(a)(3).

26. The MFCA “was modeled on the similarly worded” FCA and is therefore, analogous. *See Scannell v. Attorney Gen.*, 70 Mass. App. Ct. 46, 49 n. 4 & 51 (2007). Accordingly, courts construing the MFCA rely upon cases and treatises interpreting the FCA. *Id.* at 49 n.4.

27. Under the MMFCA, a person who makes or causes to be made false claims to Medicaid or to retain payments from Medicaid that should not have been paid may be held civilly or criminally liable. *See* M.G.L. c. 118E, § 40 and § 44 (“If any person violates the provisions of this chapter, the attorney general or a district attorney may bring a civil action, either in lieu of or in addition to a criminal prosecution, and recover three times the amount of damages sustained including the costs of investigation and litigation.”).

28. The MMFCA states, in pertinent part: “Any person . . . who: (1) knowingly and willfully makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under this chapter; or (2) knowingly and willfully makes or causes to be made any false statement or representation of a material fact for use in determining rights to such benefit or payment; or (3) having knowledge of the occurrence of any event affecting his or her initial or continued right to any such benefit or payment, or the benefit of any other individual in whose behalf he or she has applied for or is receiving such benefit or payment, conceals or fails to disclose such an event with an intent fraudulently to secure such

benefit or payment either in a greater amount or quantity than is due or when no such benefit or payment is authorized . . . shall be punished . . .” M.G.L. 118E, § 40.

29. The elements of the MFCA and MMFCA are effectively the same, both in reach and effect, as they require the same elements: (1) a false or fraudulent representation; (2) with knowledge; (3) in the submission of false claims to Medicaid (or the causing thereof); and (4) that was material to payment. As the MMFCA’s elements essentially are identical to the MFCA’s, caselaw interpreting the FCA is equally relevant to the MMFCA. *See Commonwealth v. Stirlacci*, 483 Mass. 775, 794 (2020) (“Federal cases concerning similar false health care claim provisions further demonstrate that the fact that a falsehood stems from a deliberate violation of established rules can support the inference that the false statement was made knowingly.”).

30. The MAKs was first enacted in 1988. Like the AKs, the MAKs, makes it illegal for any person to “offer[] or pay[] any remuneration, including any bribe or rebate . . . directly or indirectly, overtly or covertly, in cash or in kind to any person to induce any person to . . . order, or arrange for or recommend . . . ordering of any good, facility, service, or item for which payment is or may be made in whole or in part [by the Massachusetts Medicaid Program (“MassHealth”)]....” M.G.L. c. 175H, § 3(a). For example, the MAKs prohibits a behavioral health provider from paying the sober home fees of substance use recovery patients to induce the patients to enroll in, and regularly attend, the behavioral health provider’s PHP for which MassHealth, the Massachusetts Medicaid program jointly run and funded by the federal and state governments, provides reimbursement. A violation of the MAKs is a felony punishable by fines and imprisonment, M.G.L. c. 175H, § 3(a), and can also result in exclusion from participation from the Massachusetts Medicaid Program. 42 U.S.C. § 1320a-7(b)(7). Any person who violates the MAKs may be held liable in a civil action. M.G.L. c. 175H, §3(a).

III. MEDICARE

31. In 1965, Congress enacted the Health Insurance for the Aged and Disabled Act through Title XVIII of the Social Security Act. 42 U.S.C. §§ 1395 *et seq.* (“Medicare”). A person’s age, disability, or affliction with end-stage renal disease determines their entitlement to Medicare benefits. *See* 42 U.S.C. §§ 426 to 426-1.

32. Medicare is a “Federal healthcare program” for purposes of the AKS. *See* 42 U.S.C. § 1320a-7b(f).

33. CMS, an agency of HHS, administers the Medicare program. There are two primary components to the Medicare Program: Parts A and B. For purposes of this action, Medicare Part B is a federally subsidized, voluntary insurance program that covers “partial hospitalization services” provided by clinical social workers, mental health counselors, psychiatrists, and nurse practitioners. *See* 42 U.S.C. §§ 1395k and l. With respect to services provided by clinical social workers and mental health counselors, Medicare will pay “80 percent of the lesser of (i) the actual charge for the services or (ii) 75 percent of the amount determined for payment of a psychologist. . . .” 42 U.S.C. §§ 1395l(a)(1)(F) and (FF). With respect to services provided by nurse practitioners, Medicare will pay “80 percent of (i) the lesser of the actual charge or 85 percent of the fee schedule amount provided under [42 U.S.C. § 1395w-4].” 42 U.S.C. § 1395l(a)(1)(O).

34. To participate in Medicare, a healthcare provider must file a provider agreement with the Secretary of HHS. 42 U.S.C. § 1395cc. The provider agreement requires compliance with the requirements that the Secretary deems necessary for participation and payment.

35. To enroll in the Medicare program, a supplier must submit a Medicare Enrollment Application, Form CMS-855B. *See* <https://www.cms.gov/medicare/cms-forms/cms->

[forms/downloads/cms855b.pdf](#) (last accessed Sept. 14, 2023). Form CMS-855B requires, among other things, signatories to certify:

3. I agree to abide by the Medicare laws, regulations and program instructions that apply to me or to the organization listed in section 2A1 of this application. The Medicare laws, regulations, and program instructions are available through the Medicare Administrative Contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations and program instructions (including, but not limited to, the Federal Anti-Kickback Statute, 42 U.S.C. section 1320a-7b(b) (section 1128B(b) of the Social Security Act) and the Physician Self-Referral Law (Stark Law), 42 U.S.C. section 1395nn (Section 1877 of the Social Security Act)).

6. I will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare, and I will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.

36. An authorized official must sign the “Certification Statement” in Section 15 of Form CMS-855B, which “legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program.”

37. Eligible individuals who are sixty-five or older, or disabled, may enroll in Medicare Part B to obtain benefits in return for payments of monthly premiums. Medicare Part B reimburses the cost of medically necessary outpatient mental healthcare including partial hospitalization programs and group psychotherapy. Medicare Administrative Contractors (“MACs”) are responsible for processing the payment of Medicare Part B claims to providers on behalf of CMS.

38. Healthcare providers, including Bournewood and FPP, elect to enter into Medicare participation agreements that allow them to bill Medicare Part B for professional services provided by clinical social workers, psychiatrists, and mental health counselors. In order to bill Medicare for the services provided for each patient each month, Bournewood and FPP must submit an electronic or hardcopy claim form, called a CMS 1500 form, to the relevant MAC. See <https://www.cms.gov/medicare/cms-forms/cms-forms/downloads/cms1500.pdf> (last

accessed Sept. 14, 2023). Each time Bournewood and FPP submitted a claim, the defendants certified that they had “familiarized [themselves] with all applicable laws, regulations, and program instructions, which are available from the [MAC];” and that “this claim . . . complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute. . . .”

39. Compliance with the AKS is material to Medicare’s decision to pay a claim.

IV. MEDICAID (MASSHEALTH)

40. MassHealth is the Massachusetts Medicaid Program. Medicaid provides health care benefits for certain eligible individuals, including low-income children, seniors, and people with disabilities pursuant to Title XIX of the Social Security Act (42 U.S.C. § 1396a, *et seq.*), Title XXI of the Social Security Act (42 U.S.C. § 1397aa, *et seq.*), M.G.L. c. 118E, and other applicable laws and waivers. *See* 42 U.S.C. §§ 1396 *et seq.*; 42 C.F.R. § 430.0.

41. Medicaid is a “Federal health care program” for purposes of the AKS. *See* 42 U.S.C. § 1320a-7b(f).

42. The Massachusetts Medicaid Program, MassHealth, is jointly funded and regulated by the Commonwealth of Massachusetts and the federal government. The federal Medicaid statute sets forth the minimum requirements for state Medicaid programs to qualify for federal funding. 42 U.S.C. §§ 1396a *et seq.* The federal portion of each state’s Medicaid budget, known as the Federal Medical Assistance Percentage (“FMAP”), is based on the state’s per capita income compared to the national average. *Id.* § 1396d(b). The remainder of the Medicaid budget is funded by the state.

43. To participate in MassHealth, providers must agree to comply with all applicable healthcare laws and regulations, including the AKS and MAKs. Providers must also certify in

their provider contract that they will “comply with all federal and state laws, regulations, and rules applicable to the Provider’s participation in MassHealth.” By signing the contract, providers make a representation that they are in compliance with the federal and state statutes and regulations governing kickbacks and referral practices, including the AKS and the MAKS.

44. In addition to specific regulations government specific provider types, all MassHealth providers are subject to the “All Provider” regulations at 130 C.M.R. §§ 450.000 *et seq.*

45. These “All Provider” regulations state, in relevant part, that every provider under contract with MassHealth agrees to comply with all laws, rules, and regulations governing MassHealth. 130 C.M.R. § 450.223(C)(1).

46. The regulations also state that every provider that submits claims to MassHealth certifies when submitting a claim for payment that “the information submitted in, with, or in support of the claim is true, accurate, and complete.” 130 C.M.R. § 450.223(C)(2)(e). Therefore, providers impliedly certify that they are complying with applicable regulations when submitting claims for payment.

47. Compliance with the AKS and MAKS is material to MassHealth’s decision to pay a claim.

48. MassHealth regulations define a “member” as “a person determined by the MassHealth agency to be eligible for MassHealth.” 130 C.M.R. § 450.101.

49. MassHealth beneficiaries may receive coverage through MassHealth fee-for-service (“FFS”), or through one of MassHealth’s contracting entities, called managed care entities (“MCE”), which administer services to MassHealth beneficiaries. MassHealth beneficiaries enrolled in an MCE plan must enroll in one of the MCEs approved by MassHealth.

MassHealth pays providers directly for services delivered to members on an FFS plan.

MassHealth pays for the services provided to MassHealth members enrolled in an MCE on a capitated basis from Medicaid funds MassHealth receives from the United States and the Commonwealth of Massachusetts. Each MCE contracts with providers within its network.

50. MassHealth regulations do not distinguish among MassHealth beneficiaries who receive MassHealth benefits via FFS or MassHealth MCEs. MassHealth beneficiaries are MassHealth members under 130 C.M.R. § 450.101, and their benefits are paid for using funds that have been provided by the United States and the Commonwealth through the Massachusetts Medicaid Program. Consequently, payment for these services, where the claims are submitted to MassHealth directly or through a MassHealth MCE, comes from the Massachusetts Medicaid Program and the federal government.

51. Thus, claims submitted by providers with respect to services to members through FFS or a MassHealth MCE must comply with Medicaid regulations. 130 C.M.R. §§ 450.000 *et seq.*, including but not limited to 130 C.M.R. § 450.235(B), or under any other applicable law or regulation. 130 C.M.R. § 450.260(A).

52. Under the MFCA, a “claim” is “[m]ade to a contractor, subcontractor, grantee, or other person, if the money or property is to be spent or used on behalf of or to advance a program or interest of the Commonwealth or political subdivision thereof and if the Commonwealth or any political subdivision thereof: (i) provides or has provided any portion of the money or property which is requested or demanded; or (ii) will reimburse directly or indirectly such contractor, subcontractor, grantee, or other person for any portion of the money or property which is requested or demanded.” M.G.L. c. 12, § 5A.

53. A request for payment made by a provider to an MCE on behalf of a MassHealth member is a “claim” for the purposes of M.G.L. c. 12, §§ 5B and 5C. Presenting a false or fraudulent request or demand for payment to an MCE for services provided to a MassHealth member is therefore a “false claim” for the purposes of M.G.L. c. 12, §§ 5B and 5C.

54. Claims submitted to MassHealth, whether directly to MassHealth on an FFS basis or to a MassHealth MCE, are submitted in batches and either approved or denied based on applicable system edits. A system edit may automatically deny a claim if a required field is not filled out—for example, the name of the member who received the services. Usually, though, claims are batched for submission and then are approved or denied by a computer algorithm that allows or denies such claims based on the system edits that have been programmed into the system.

55. The MassHealth regulations governing overpayments state, “A provider must report in writing and return any overpayments to the MassHealth agency within 60 days of the provider identifying such overpayment or, for payments subject to reconciliation based on a cost report, by the date any corresponding cost report is due, whichever is later.” 130 C.M.R. § 450.235(B).

56. A provider is liable to the MassHealth agency for the full amount of any overpayments, or other monies owed under 130 C.M.R. 450.000, *et seq.*, including but not limited to 130 C.M.R. § 450.235(B), or under any other applicable law or regulation. *Id.* § 450.260(A).

57. In order to receive reimbursement from Medicaid through MassHealth’s FFS model or through a MassHealth MCE for the provision of any services, including partial hospital program services, providers must be a MassHealth provider. At all relevant times, Bournemouth

and FPP were MassHealth providers, and have operated and billed for their PHP services under MassHealth identification (“ID”) number [REDACTED] with a tax ID of [REDACTED].

58. As MassHealth providers, the defendants signed a provider contract on or around January 27, 2014, with MassHealth and EOHHS, the state agency that oversees MassHealth. Before the Massachusetts Medicaid Program was known as MassHealth, Bournemouth Hospital signed a provider contract in 1992 with the Commonwealth of Massachusetts through the Massachusetts Medical Assistance Program under the Department of Public Health. Both provider contracts required the defendants to agree “to comply with all state and federal statutes, rules, and regulations applicable to the Provider’s participation in [the Massachusetts Medicaid Program].” This included but was not limited to the AKS, MAKs, FCA, MFCA, MMFCA, and the “All Provider” regulations at 130 C.M.R. § 450.000 *et seq.*

59. The defendants also contracted with, submitted claims to, and received payment from the following MassHealth MCEs for PHP services rendered to MassHealth members who also received free sober housing from the defendants:¹

- a. Always Health Partners/Mass. General Brigham Health Plan
- b. Celticare
- c. Commonwealth Care Alliance
- d. Community Care Cooperative
- e. Fallon Health
- f. Health New England
- g. MBHP

¹ The names of the MCEs listed in this paragraph are the names reflected in current claims data and do not reflect any company name changes, acquisitions, mergers, predecessor entities, or individual plans.

- h. Neighborhood Health Plan
- i. Point32Health
- j. Steward Health Choice
- k. UnitedHealth
- l. Wellsense - Boston Medical Center Health Plan.

V. SUBSTANCE USE RECOVERY TREATMENT OPTIONS

60. Substance use recovery patients have many options to consider for their treatment. Their choice of treatment option depends on their physical, psychological, emotional, and social needs. Substance use recovery patients can, and often do, seek and follow guidance from clinicians and social workers when determining what steps to take for their treatment.

61. Substance use recovery patients that require initial stabilization and assistance with overcoming symptoms of withdrawal from drugs and/or alcohol may choose inpatient admission into a detoxification facility. The program can last for days or weeks and continues until the patient is stabilized. After achieving stabilization, substance use recovery patients can seek additional inpatient or outpatient mental health and substance use care in a variety of settings.

62. Some substance use recovery patients may choose inpatient or residential treatment programs after discharge from a detoxification facility. Under this high to medium-high intensity treatment regimen, patients receive supervised treatment and a structured recovery plan while residing in a hospital or residential rehabilitation facility. While enrolled in this program, patients are monitored by licensed professionals twenty-four hours a day, seven days a week. Patients may attend the program for a period of weeks or months, depending on their recovery needs.

63. Another treatment option available to substance use recovery patients is the PHP. Patients who have a dual diagnosis requiring mental health care often use this medium-to-high intensity treatment option. The PHP, which falls within the ambit of intensive outpatient therapy, is an outpatient program through which patients receive up to eight hours of daily treatment on weekdays but return to their residence, be it temporary or permanent, thereafter. PHPs allow patients to integrate back into society while continuing to receive significant substance use and mental health treatment in an outpatient setting. The typical PHP lasts between two weeks to a month but can be extended as patients' needs require.

64. A lower intensity option for substance use recovery patients is often referred to as a traditional outpatient therapy program. Patients in this program live in the community and make office appointments with psychotherapists, psychiatrists, social workers, and medical management specialists as befits their needs and schedules.

65. Typically, a social worker at the detoxification facility or inpatient/residential treatment program will meet with a substance use recovery patient prior to discharge to discuss the various next available treatment options. The patient's treating clinician will also help advise the patient as to the best option to facilitate recovery following release from detoxification or inpatient/residential treatment programs. Neither the clinician nor the social worker, however, determine the provider the patient will choose.

66. Thus, if a substance use recovery patient expresses an interest in a particular treatment option, the social worker will then identify specific providers who have the availability and resources to treat the patient. The social worker will then present the patient with a list of potential providers that offer the treatment option of interest and various factors associated with each provider that could influence the patient's choice of provider.

67. Once the substance use recovery patient elects a provider, the social worker will work to refer the patient to that provider.

VI. THE DEFENDANTS' PHP

68. Bournemouth has been in operation since 1884. *See* <https://www.bournemouth.com/partial-hospital-program/> (last accessed Sept. 14, 2023). Bournemouth and FPP offer both inpatient services and outpatient patient services, including PHPs.

69. The defendants currently offer PHPs at their locations in Dedham, Lowell, Woburn, and at their main campus in Brookline. The Brookline PHP is the largest of the PHPs the defendants offer to substance use recovery patients.

70. The defendants advertise their PHP via their website as being for “those who need intensive treatment but not in a 24/7 inpatient setting” and a “step-down transition from inpatient level of care and can provide intensive treatment as an alternative to psychiatric hospitalization.” *See* <https://www.bournemouth.com/partial-hospital-program/>.

71. The defendants' Adult PHP operates for five hours each weekday between 9 am and 2 pm. *See* <https://www.bournemouth.com/partial-hospital-program/>. The defendants' Adolescent PHP, which treats patients between twelve and eighteen years old, operates weekdays from 9 am to 3 pm. *See* <https://www.bournemouth.com/wp-content/uploads/Adolescent-PHP-Sample-Schedule-1.pdf> (last accessed Sept. 14, 2023).

72. The defendants' Adult PHP sample weekly schedule advises that substance use recovery patients receive approximately three hours of therapy in the form of open psychotherapy, psychoeducation group, group psychotherapy, and expressive therapy. *See* <https://www.bournemouth.com/wp-content/uploads/Adult-PHP-Sample-Schedule-1.pdf> (last

accessed on Sept. 14, 2023). The defendants' Adolescent PHP sample weekly schedule advises that patients receive approximately three hours of therapy in the form of psychoeducation group, group psychotherapy, open psychotherapy, expressive therapy, and health/wellness groups. *See* <https://www.bournewood.com/wp-content/uploads/Adolescent-PHP-Sample-Schedule-1.pdf>.

Adolescents also receive an hour-and-a-half of tutoring. *Id.*

73. The defendants accept "Medicare, MassHealth (Medicaid), and most other private insurance and managed care plans" for coverage of their PHP services. *See*

<https://www.bournewood.com/partial-hospital-program/>.

74. A substance use recovery patient's total length of stay will depend on the patient's needs. On their website, the defendants advertise the average length of stay for a PHP patient is "about 10 days." *See* <https://www.bournewood.com/partial-hospital-program/>. The average length of stay for the 5,373 Medicare and Medicaid patients who enrolled in the defendants' PHP and received free sober home housing between 2007 and 2022 was 17.83 days.

75. The defendants' website instructs anyone looking to refer a substance use recovery patient to their PHP to "please complete the PHP referral form and fax to the specific programs the patient is interested in for review." *See* <https://www.bournewood.com/partial-hospital-program/>. The defendants' Adult PHP referral form allows the substance use recovery patient to choose from one of the four PHPs the defendants run, located in Brookline, Lowell, Dedham, and Woburn, respectively. *See* https://www.bournewood.com/wp-content/uploads/08-01-23-PHP_adolescent_referral-form_fillable-form.pdf (last accessed on Sept. 13, 2023). The defendants' Adolescent PHP referral form allows a patient and their guardian to choose from the Brookline and Lowell PHPs. *See* https://www.bournewood.com/wp-content/uploads/08-01-23-PHP_adolescent_referral-form_fillable-form.pdf (last accessed on Sept. 13, 2023).

VII. SOBER HOMES AND OTHER TEMPORARY HOUSING OPTIONS FOR SUBSTANCE USE RECOVERY PATIENTS

76. Some substance use recovery patients lack immediate access to housing after discharge from a detoxification facility or inpatient/residential treatment program.

77. Massachusetts has a number of resources available for substance use recovery patients in need of immediate housing including emergency housing assistance programs overseen by the EOHHS' Division of Housing Stabilization, *see* <https://www.mass.gov/emergency-housing-assistance-programs> (last accessed on Sept. 14, 2023), temporary transitional housing, and recovery residencies, sometimes referred to as halfway houses, that are licensed residential treatment programs. *See* <https://massachusetts.staterehabs.org/sober-living> (last accessed on Sept. 14, 2023).

78. Another option for substance use recovery patients is to reside in a sober home.

79. Typically, substance use recovery patients residing in a sober home will pay the sober home operator a daily rate for each day they reside in the sober home, and the sober home operator will collect the amount owed each day or at the end of each week. In exchange, the sober home provides—at minimum—a bed, access to a bathroom, and storage areas for food, clothing, and personal items. *See* <https://mashsoberhousing.org/narr-quality/> (last accessed on Sept. 14, 2023). Equally important, patients must agree to remain drug and alcohol free while residing in the sober home or be subject to removal. *Id.*

80. Prior to 2016, there were no standards in place governing the operation, upkeep, and habitability standards of a sober home in Massachusetts. This resulted in wide disparities in the living conditions and management of sober homes.

81. On or about July 2014, the Massachusetts Legislature granted voluntary certification to sober homes. The Massachusetts Alliance for Sober Housing (“MASH”) began

self-certifying sober homes in Massachusetts in 2016 using standards developed by the National Alliance for Recovery Residences. *See* <https://mashsoberhousing.org/narr-quality/>. Effective September 1, 2016, state agencies and their vendors could only refer clients to “alcohol and drug free housing” that voluntarily certified with MASH. *See*

<https://mashsoberhousing.org/certification/ma-sober-homes-law/> (last accessed on Sept. 3, 2023).

A sober home, however, did not need to be certified to operate in Massachusetts.

82. MASH lists approximately 192 certified sober homes in Massachusetts. *See* <https://mashsoberhousing.org/certified-residences/> (last accessed on Aug. 28, 2023).

FACTUAL ALLEGATIONS

I. OVERVIEW OF THE DEFENDANTS’ KICKBACK SCHEME

83. The defendants sought to, and did, induce substance use recovery patients to enroll in and attend their PHP by offering to pay, and paying for, free sober housing during their attendance in the PHP.

84. The defendants paid for substance use recovery patients’ housing by entering into affiliation agreements and sober living agreements with sober homes to purchase or hold beds for patients.

85. The defendants regularly advertised their free sober home housing to referring social workers and clinicians at detoxification facilities and inpatient/residential treatment programs. The defendants knew that referring social workers met with substance use recovery patients soon-to-be discharged from the detoxification facility or inpatient/residential treatment program to present them with possible next treatment options, including PHPs, from which they could choose. Based on the substance use recovery patient’s choice, and the available space and

ability of the treatment option to treat the patient, the referring social worker referred the patient to that treatment option for evaluation.

86. Prior to 2018, sober homes were contractually required to “maintain the expectation” that the patients attend the defendants’ PHP. Beginning with the Sober Living Agreement with Solutions Group, Inc. entered into on or about January 31, 2018, the defendants removed this language from agreements with sober homes entered into on or after that date. The defendants, however, continued to require substance use recovery patients to sign and initial a Partial Hospital Program with Sober Home agreement (“PHP with Sober Home agreement”), pursuant to which the patients needed to affirm their understanding that payment for the sober home was conditioned on their regular attendance of the defendants’ PHP.

87. The defendants paid for these beds in order to drive substance use recovery patients to their PHP, instead of other treatment options. The defendants would not pay for the patient’s sober housing unless the patient attended their PHP, because if the patient did not attend the PHP on a particular day, the defendants could not bill federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services on that day.

88. The defendants knew that their offer to pay for sober housing would distinguish their PHP from other treatment options and entice substance use recovery patients, who lacked immediate access to housing upon discharge from the detoxification facility or inpatient/residential treatment program, to attend the defendants’ PHP.

89. The defendants believed that their provision of free sober housing was critical to sustaining and growing their daily census in the PHP. The defendants routinely calculated the cost of paying the daily rate at a sober home for each substance use recovery patient and determined that the revenue generated, and increased patient census, justified the cost of paying

for sober housing. The defendants even continued to pay to house patients in particular sober homes despite receiving numerous complaints about serious health and safety concerns in those sober homes.

90. Between September 16, 2013, and October 31, 2022, the defendants paid to house approximately 3,331 substance use recovery patients in sober homes on the condition that the patients enroll in and attend the defendants' PHP. Of the 3,331 patients, 3,011 (or 90%) were enrolled in federal healthcare programs, including Medicare and Medicaid. The total number of sober home bed days the defendants paid for the approximately 3,002 patients enrolled in federal healthcare programs was approximately 53,109.

II. THE ORIGINS OF THE KICKBACK SCHEME

91. The defendants' PHP is one of approximately fifty intensive outpatient therapy programs in Massachusetts. *See* <https://www.psychologytoday.com/us/treatment-rehab/massachusetts?category=intensive-outpatient-program> (last accessed Sept. 14, 2023).

92. Prior to 2007, the defendants experienced difficulties with getting substance use recovery patients to attend the Brookline PHP regularly and on-time. If patients failed to show up or showed up late to treatment, the defendants were unable to bill insurers, including federal healthcare programs, for the full services rendered. This resulted in lower census counts and reduced revenues for the defendants' PHP.

93. To attempt to address the situation, the defendants initially paid and provided substance use recovery patients with Massachusetts Bay Transportation Authority ("MBTA") subway passes and taxi vouchers in the hopes that defraying the cost of travel would increase the daily census of the PHP. The subway passes and taxi vouchers did not, however, solve the defendants' daily census problem. Patients continued to show up late, citing traffic and/or the

inaccessibility or unreliability of the subway, to the extent they showed up to the defendants' PHP at all.

94. Due to the limited effectiveness of the subway passes and taxi vouchers, the defendants began to consider other options designed to ensure the attendance of substance use recovery patients at their PHPs. In or around July 2003, the defendants entered into a one-year affiliation agreement with a sober home, Twelve Step Education Program of New England ("Twelve Step").

95. In the affiliation agreement, Bournewood agreed to "purchase 2 sober beds" on the second floor of a sober home operated by Twelve Step at 171 Old Cambridge Road in Woburn, MA at the current resident rate of \$18.60 per day. *Id.* If one of the beds the defendants "purchased" were occupied by a substance use recovery patient not enrolled in the defendants' PHP, Twelve Step was required to credit the daily rate back to the defendants. Bournewood also agreed to transport patients to and from the defendants' PHP and Twelve Steps daily. *Id.* In exchange, Twelve Step agreed to provide lunch at Bournewood's Woburn PHP to Twelve Step and non-Twelve Step substance use recovery patients attending the defendants' PHP. *Id.* One year later, Bournewood and Twelve Step entered into a new affiliation agreement effective July 1, 2004, that removed the provision regarding the purchase of beds, but retained the transportation and lunch provisions.

96. Beginning in 2007, the defendants entered into more agreements with sober homes that included promises to financially reimburse the sober homes for the beds used by substance use recovery patients attending the defendants' PHP.

97. The defendants agreed to pay for sober housing for substance use recovery patients, in large part, to sustain and increase the growth of the defendants' PHP patient census and to

increase revenue by billing insurers, including federal healthcare programs, for the provision of PHP services.

III. THE REFERRAL OF PATIENTS TO THE DEFENDANTS' PHP AND THE INDUCEMENT OF SOBER HOUSING

98. Substance use recovery patients who enrolled in the defendants' PHP typically came via referral from detoxification facilities, inpatient/residential treatment programs, and through sober homes.

A. REFERRING FACILITIES

99. Most substance use recovery patients who enrolled in and attended the defendants' PHP were referred by social workers and clinicians affiliated and employed by detoxification facilities and inpatient/residential treatment programs. The defendants identified these detoxification facilities and inpatient/residential treatment programs as "referring facilities."

100. The defendants routinely contacted referring facilities about their PHP and advertised their offer of free sober housing. The defendants' Lead Intake Coordinator for Outpatient Services ("Lead Intake Coordinator") regularly communicated with referring facilities' social workers about the defendants' PHP and offer of free sober housing. In February 2022, the defendants' Director of Outpatient Services also emailed referring facilities to provide detailed information about the defendants' PHP, including that the Brookline PHP "offers sober housing, if clinically appropriate." The defendants knew that many substance use recovery patients did not have immediate access to housing upon discharge from the referring facility and would be enticed by the availability of free sober housing, even though access to housing only lasted for the time the patient was enrolled in and attending the defendants' PHP.

101. Once a substance use recovery patient achieved stabilization, i.e. successfully had undergone detoxification, a referring facility would begin working with the patient on a transition plan in conjunction with their discharge from the referring facility. The transition plan included setting out options to select the next best treatment step in the patient's recovery, and to determine from which treatment facility the patient would receive treatment. Clinicians at the referring facility offered guidance to the patient on which treatment option would be best.

102. Once the substance use recovery patient elected their treatment option selection (e.g., PHP, traditional outpatient therapy, etc.), the referring facility contacted facilities offering that treatment option to determine whether the treatment facility had space and availability to take on a new patient.

103. Referring facilities informed the substance use recovery patient which treatment facilities within the treatment option had the space and availability to take on a new patient. Presuming the patient elected to choose from a group of PHPs, the referring facility also provided relevant characteristics about each PHP to help the patient choose which one to enroll and attend in including the PHPs' location and proximity to the patient's family and work; the PHPs' length and timing; what benefits each PHP provided, including meals; and what requirements each PHP imposed on patients including, for example, smoking limitations or mandated attendance. The patient then chose which PHP they wished to enroll in and attend.

104. Referring facilities also told substance use recovery patients about the defendants' offer of free sober housing when presenting relevant characteristics about the defendants' PHP for the patients' consideration. For patients without immediate access to housing upon discharge, the defendants' offer of free sober housing often proved to be compelling.

105. If a substance use recovery patient then chose the defendants' PHP, the referring facility worked with the patient to complete Bournemouth's "Adult Partial Hospitalization Program Referral" form. At the top of the form, the defendants asked the "referral source," i.e., the referring facility, and the patient to answer the question: "Is a sober home needed?" Both the patient and referral source are required to sign the form and "agree that the above information is accurate to the best of [their] knowledge..."

106. Between 2003 and 2017, the defendants' affiliation agreements with sober homes did not have a provision requiring that substance use recovery patients meet certain income requirements to obtain free sober housing. The affiliation agreements during this period only required that the defendants' payment of sober home bed fees be used on behalf of patients in the defendants' PHP.

107. Beginning in 2018, the defendants entered into sober living agreements with sober homes that included provisions limiting their payment of sober housing to substance use recovery patients "determined by [Bournemouth] to be indigent as documents [sic] by income at or below 200% of the Federal Poverty Level and [who] elect to live at a [sober home] while participating in [Bournemouth's PHP]." Below is an example of a provision from the defendants' Sober Living Agreement with Solutions Group, Inc.:

2.2 Payment of Rent. For Hospital patients who have been determined by the Hospital to be indigent as documents by income at or below 200% of the Federal Poverty Level and elect to live at a Solutions Group residence while participating in the Hospital's partial hospitalization program, the Hospital agrees to pay Solutions Group the rent and administrative fees set forth at Exhibit A. For all other Hospital patients who elect to live at a Solutions Group residence while participating in the Hospital's partial hospitalization program, the patient shall be responsible for payment of all fees to Solutions Group.

108. The defendants' maintained a "Sober Housing Financial Assistance Policy" effective January 1, 2018. The policy stated that financial assistance, in the form of paying for

sober housing, was available to substance use recovery “patients, or guarantors, with annual household income, during the past 12 months, below 200% of the Federal Poverty Guidelines [residents] or 100% of the Federal Poverty guidelines [non-residents] and whose liquid assets do not exceed \$5,000 for an individual or \$10,000 for a family.” The defendants, however, excluded the following from a calculation of household income: “up to \$100,000 for patients under 55, and \$150,000 for patients over 55 in equity in a primary residence and up to \$5,000 in cash savings per patient and \$10,000 cash savings per family.” The policy further stated that “if patient or guarantor is a homeowner, [the defendants] will require a copy of the most recent Mortgage Statement.”

B. REFERRALS BY SOBER HOMES

109. Some substance use recovery patients who enrolled in and attended the defendants’ PHP learned of the defendants’ offer of free sober housing from other patients and sober home operators and expressly sought out the free sober housing without referral from a referral facility.

110. This occurred when a substance use recovery patient was unable to pay the daily rent at the sober home and would otherwise be homeless if not for the defendants’ offer of free sober housing. The substance use recovery patient did not necessarily have an immediate medical need for Bournemouth’s services but instead sought access to the free sober housing the defendants offered.

111. Some sober home operators coordinated with the defendants to enroll people into the defendants’ PHP so that those people could obtain free sober housing.

112. For example, a former patient, testifying in the state's grand jury proceedings against David Perry², the sober home operator of RES, detailed that he was a six-month resident of RES and "didn't do the Bournwood (sic) thing" at first because he "was working." Six months later, however, when he and another resident "couldn't pay our rent, we also both did Bournwood (sic)." As he observed, "so that took care of a month of our rent."

IV. THE DEFENDANTS' CONDITIONED FREE SOBER HOUSING ON PARTICIPATION AND ATTENDANCE IN THE DEFENDANTS' PHP

113. After referral, the defendants evaluated the substance use recovery patient for admission to the defendants' PHP. The defendants also evaluated the patient for free sober housing if they requested it.

114. Between May 2007 and December 2017, the defendants' provision of free sober housing was governed by an internal policy entitled the "Sober Bed Free Care Policy." The policy was revised in July 2009, July 2011, and June 2014.

115. On or about January 2018, the defendants modified the policy to a "Sober Housing Financial Assistance Policy" with the purpose of establishing "a uniform policy and procedure for determining patient eligibility for [Bournewood] financial assistance in obtaining

² On May 26, 2022, the Superior Court of Massachusetts issued an order pursuant to Massachusetts Rule of Criminal Procedure 5(d) releasing portions of the grand jury materials, including transcripts, in the proceedings against David Perry to the Medicaid Fraud Division of the Massachusetts Attorney General's Office, the United States Attorney's Office in the District of Massachusetts, and HHS-OIG, that were relevant to the investigation of the matters underlying this action. Portions of the materials unrelated to the defendants were redacted by the Massachusetts Attorney General's Office in compliance with the Superior Court's May 26, 2022, order. On September 14, 2023, the Superior Court of Massachusetts modified its order to authorize the Massachusetts Attorney General's Office and the United States Attorney's Office "to use the limited grand jury materials in a civil litigation, including in publicly accessible pleadings, such as a complaint, and in discovery." The portions of the transcripts referenced herein and throughout the governments' Complaint in Intervention are from the unredacted portions related to the defendants.

housing in a sober environment when stepping down from an inpatient level of care and transitioning to” the defendants’ PHP. The primary difference between “Sober Bed Free Care Policy” and the “Sober Housing Financial Assistance Policy” was that the latter set an income-based requirement predicated on 200% of the 2017 Federal Poverty Guidelines.

116. The Sober Housing Financial Assistance Policy advised that the defendants were “committed to providing financial assistance to registered patients of [their] PHP Program who require an overnight bed in a sober living environment (typically not a covered service) in order to further their treatment.” The financial assistance the defendants provided was for the “purpose of assisting a qualified patient in obtaining a sober bed while actively engaged in treatment in the” defendants’ PHP.

117. Under the Sober Housing Financial Assistance Policy, a substance use recovery patient could be considered for the defendants’ offer of free sober housing by meeting the following criteria: (1) the patient must be stepping down from an inpatient level of care; (2) the patient must be enrolled in the defendants’ PHP; (3) the patient must be at or below 200% of the Federal Poverty line; and (4) the patient must submit a completed financial assistance application and provide supporting documentation. A patient did not need to complete a financial assistance application or provide supporting documentation if they were able to demonstrate Medicaid-eligibility.

118. If the defendants approved the substance use recovery patient for free sober housing, the Sober Housing Financial Assistance Policy stated that the defendants would make payments to the “sober living facility selected by the patient” but payments would not be made “to the patient, a patient’s family member or representative.”

119. The defendants required substance use recovery patients receiving free sober housing to sign a “Partial Hospital Program with Sober House Agreement” (“PHP Sober House Agreement”). The defendants also requested that patients initial certain statements in the PHP Sober House Agreement including, most relevantly:

- a. “I understand that if admitted to Bournemouth Health Systems PHP, it is expected that I will attend programming Monday through Friday between 9am-2pm. Attendance is expected, and unexcused absences typically result in administrative discharge from the program.”
- b. “I understand that the average length of stay in PHP is about 2 weeks.”
- c. **“I understand that the cost of the sober house bed will only be covered by [Bournemouth] as long as I am admitted to the PHP program.** If I choose to stay in the sober house after discharge from the PHP, I am responsible for the daily/weekly cost of the bed.”

(Emphasis added).

120. The defendants repeatedly advised substance use recovery patients that the defendants would only pay for the patient’s sober housing if the patients attended the defendants’ PHP. Patient JO told the state grand jury investigating RES’ sober homeowner, David Perry, that he understood that so long as he attended the defendants’ PHP, the defendants would pay for his sober housing at RES.

121. The defendants maintained monthly charts that tracked attendance of the defendants’ PHP by substance use recovery patients who received free sober housing from the defendants. The Lead Intake Coordinator and other of the defendants’ employees notified the billing department daily which patients attended the defendants’ PHP that day. The billing

department utilized that information to seek and obtain reimbursement from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services.

122. At the end of each month, the Lead Intake Coordinator and other of the defendants' employees identified the days each substance use recovery patient attended the defendants' PHP and the sober home where the patient resided at in conjunction with the defendants' free sober housing offer and sent an e-mail to the defendants' Budget Officer relaying that information.

123. The Budget Officer then utilized the dates to determine the number of days the substance use recovery patient stayed in a sober home, multiplied that number by the negotiated per diem rate for the bed utilized by that patient, and paid the sober home with a monthly check. Below is an example of a monthly check, dated January 7, 2016, from the defendants to RES for housing patients:

BOURNEWOOD HOSPITAL 300 SOUTH STREET BROOKLINE, MA 02467 (617) 469-0300		[REDACTED]	154510
		DATE 1/7/2016	AMOUNT \$15,750.00
PAY	Fifteen Thousand Seven Hundred Fifty Dollars and 00 Cents		
TO THE ORDER OF	RECOVERY EDUCATIONAL SERVICES INC 31 JUNIPER STREET ROXBURY MA 02119	[REDACTED]	Security Features. Details on back.
		AUTHORIZED SIGNATURE	

124. Some sober homes sent the defendants monthly invoices seeking payment with detail regarding the patients' length of stay at the sober home while attending the defendants' PHP.

125. The defendants did not pay to house substance use recovery patients in sober homes on days that the patients failed to attend the program without an excused absence.

126. In a June 20, 2016, email, the defendants' then Director of Ambulatory and Social Services wrote to the defendants' Chief Executive Officer, Chief Medical Officer, Budget Officer, and an email group titled "AdultPHP" that he instructed Perry, RES' sober homeowner, that "Bournewood would not be paying for weekend sober house fees for patients who do not come for program on Monday."

127. The defendants discharged substance use recovery patients from the defendants' PHP who either completed the program, failed to regularly attend the defendants' PHP, left the PHP of their own choice, or engaged in conduct that resulted in their termination from the PHP. Once discharged, the defendants stopped paying to house that patient—even if that resulted in the patient being homeless.

128. Patient ML, who testified before the state grand jury in the proceedings brought against Perry, answered a question from a state prosecutor as to why he accepted a job at RES cleaning RES' sober houses. He responded that "the Bournewood program was ending and I had no place to go. I would have been back on the streets, and I was offered that if I helped cleaning the houses, that would --- I would be able to cover my rent by doing that."

129. Patient HY testified in the same grand jury matter that he had "understood that when we got done with Bournewood (sic) if we couldn't afford to pay \$160 a week we would have to -- we would have to leave. Basically we would be homeless, back in the shelter or wherever I would be able to go."

130. Patient RG testified in the same grand jury matter that he and another man went to Bournewood when they "really couldn't pay for rent."

V. THE DEFENDANTS' SOBER HOME AGREEMENTS

131. Between 2007 and 2022, the defendants entered into agreements with at least nine sober homes. Though the length and details differ slightly with each agreement, as explained further below, all of the contracts followed a similar general construct: the defendants agreed to pay to house substance use recovery patients in sober home beds so long as the substance use recovery patient enrolled in and attended the defendants' PHP.

A. New England Transitions

132. On or about October 11, 2007, Bournewood and New England Transitions ("NET"), a Medford-based sober home, entered into an affiliation agreement in which Bournewood agreed to "reimburse [NET] \$560.00 per bed per month (4 weeks) for two [NET] sober beds available to clients referred by Bournewood's clinical staff" and "[r]eimburse [NET] a per diem rate of \$20.00 for additional clients in need of such services when the two Bournewood beds are occupied." NET agreed to "[m]aintain the expectation that clients in Bournewood's designated beds regularly attend Bournewood's [PHP]" and provide Bournewood with a "monthly invoice for charges plus number of days each Bournewood client occupied a designated sober bed."

133. Before the defendants entered into a contractual relationship with NET, Medford residents had publicly complained about "crowded living conditions, and what they called improper relationships among residents and sometimes staff at the homes." *See* <https://www.wickedlocal.com/story/observer-advocate/2007/04/27/medford-protests-malden-based-sober/39121901007/> (last accessed on Sept. 4, 2023). Some family members alleged that their loved ones were continually exposed to drugs at NET. *Id.*

134. Between 2014 and 2017, the defendants housed approximately 3 patients covered by federal healthcare programs, including Medicare and Medicaid, at NET. The defendants paid

for approximately 82 sober home bed days for the 3 patients at a total of approximately \$2,870. The defendants received approximately \$7,877.30 from federal healthcare programs for PHP services provided to the 3 patients.

135. In October 2012, William Maragioglio, the owner and operator of NET, pled guilty to violating the MAKS for accepting kickbacks from Calloway Laboratories to perform medically unnecessary urine drug screenings of NET residents for which reimbursement from Medicaid through MassHealth was sought. *See*

<https://www.hmpgloballearningnetwork.com/site/behavioral/article/execs-guilty-drug-test-kickback-scheme> (last accessed on Sept. 4, 2023).

B. New Horizon House

136. On or about February 3, 2009, the defendants entered into an affiliation agreement with New Horizon House sober home (“New Horizon”), which had a principal address in Quincy, but sober homes located throughout Massachusetts. Carl Smith owned and operated New Horizon.

137. According to the terms of the affiliation agreement, the defendants agreed to pay “\$560 per bed per month (4 weeks) for two [New Horizon] sober beds available to clients referred by Bournewood’s clinical staff” and “a per diem rate of \$20 for additional clients in need of such services when the two Bournewood beds are occupied.” New Horizon agreed to “[m]aintain the expectation that clients in Bournewood’s designated beds regularly attended Bournewood’s [PHP].”

138. In October 2011, Smith, New Horizon’s owner and operator, was indicted by the Massachusetts Attorney General’s Office for violating the MAKS by accepting kickbacks to conduct medically unnecessary urine drug testing on New Horizon residents reimbursed by

Medicaid through MassHealth. In June 2015, Smith pled guilty and was sentenced to two years in the House of Corrections, suspended for two years with probation. *See*

<https://www.mass.gov/news/brookline-doctor-pleads-guilty-sentenced-to-jail-and-ordered-to-pay-93-million-for-running-medicare-kickback-and-false-billing-scheme> (last accessed on Sept. 4, 2023).

139. Between November 2013 and June 2015, the defendants paid to house approximately 5 patients covered by federal healthcare programs at New Horizon, paying for approximately 85 sober home bed days for a total of approximately \$2,975. The defendants received \$7,479.40 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 5 patients.

C. Steps to Solutions

140. Steps to Solutions is a sober home based in Dorchester, owned and operated by Peter McCarthy.

141. The government is unaware of any written agreement between the defendants and Steps to Solutions. Between September 2013 and March 2022, however, the defendants paid to house 487 substance use recovery patients covered by federal healthcare programs at Steps to Solutions. The defendants paid for 8,840 sober home bed days for a total of approximately \$308,595. The defendants received approximately \$1,162,646.76 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 487 patients.

142. In August 2021, the United States Attorney's Office in the District of Massachusetts filed a civil complaint against McCarthy and Steps to Solutions, alleging that between 2012 and 2019—a period during which the defendants placed female substance use recovery patients at

Steps to Solutions—McCarthy “subjected female tenants to sexual harassment and retaliation in violation of the Fair Housing Act.” See <https://www.justice.gov/usao-ma/victim-and-witness-assistance-program/us-v-peter-mccarthy-and-steps-solutions-inc> (last accessed on Sept. 5, 2023).

143. The Bureau of Substance Addiction Services sent e-mail notifications on August 12, 2021, to various providers, including the defendants, announcing the allegations in the civil complaint brought against McCarthy and Steps to Solutions by the United States Attorney’s Office. The defendants’ Chief Executive Officer forwarded the notification to the Director of Outpatient Services on August 12, 2021. The Director of Outpatient Services responded to the e-mail by stating “Oh wow, I am so glad we cut ties with them.” The Chief Executive Officer then responded “Phew.”

144. Yet, the defendants paid to house at least one male patient at Steps to Solutions between March and April 2022 after learning of the United States Attorney’s Office’s complaint against McCarthy and Steps to Solutions. The patient was covered by a MassHealth MCE.

D. RES

145. On or around June 12, 2009, the defendants entered into an affiliation agreement with RES. The defendants initially agreed to pay RES “\$720 per bed per month (30 days) for two [RES] sober beds available to clients referred by Bournemouth’s clinical staff” and to reimburse RES “a per diem rate of \$24 for additional clients in need of such services when the two Bournemouth beds are occupied.” RES agreed to “[m]aintain the expectation that clients in Bournemouth’s designated beds regularly attend Bournemouth’s [PHP].” The agreement contains a handwritten notation that states, “updated 2013 to flat rate of \$30 per diem for all clients.”

146. On or around September 1, 2016, the defendants entered into a new affiliation agreement with RES, in which they agreed to reimburse RES “a per diem rate of \$30 per night

per client.” RES once again agreed to “[m]aintain expectation that clients in Bournewood’s designated beds regularly attend” the defendants’ PHP.

147. RES contained approximately 40 beds, representing the largest sober home, as measured by the number of available beds, with which the defendants contracted.

148. Even prior to entering into the affiliation agreement with RES in 2009, the defendants housed approximately 43 patients covered by federal healthcare programs, including Medicare and Medicaid, at RES.

149. Between September 2013 and September 2021, the defendants paid to house approximately 1,158 substance use recovery patients covered by federal healthcare programs in RES. The defendants paid for approximately 20,676 sober home bed days for a total of approximately \$721,000. The defendants received approximately \$2,796,729.20 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 1,158 patients.

150. In May 2018, Massachusetts indicted Perry, RES’ owner and operator, on thirty-six counts including six counts of Sex for Fee; fifteen counts of evidence tampering; one count of distribution of a Class B substance (fentanyl); six counts of possession of illegal Class B, C, and E substances; and eight counts of conspiracy to distribute illegal drugs.

151. The defendants paid to house 29 patients covered by federal healthcare programs at RES after Perry’s indictment.

152. During the state grand jury proceedings against Perry, the defendants’ Lead Intake Coordinator testified. The Lead Intake Coordinator was responsible for vetting and placing substance use recovery patients in sober homes.

153. The Lead Intake Coordinator testified that “over the years,” substance use recovery patients enrolled in the defendants’ PHP and housed at RES complained of significant health and safety concerns. This included bed bug infestations; reports of patients’ medication being stolen or missing; reports of drugs being sold at RES. “[T]here’s been also reporting things to me that I cannot fully verify, but patients have come to me specifically saying that they’ve been – how do I say it – come on to by the director there or the owner there, Dave Perry and said ‘Give me this and I’ll let you stay there for free.’”

154. The Lead Intake Coordinator then recounted that “over a half dozen” substance use recovery patients a year over nearly ten years told hm that Perry sexually propositioned them. The patients were nearing discharge from the defendants’ PHP and would therefore no longer have their sober home fees paid by the defendants. In total, the Lead Intake Coordinator estimated that “50 or more” patients had told him of Perry’s sexual advances over the nearly ten years the defendants had contracted with RES.

155. The Lead Intake Coordinator testified that he told each alleged victim to notify their respective Bournemouth social worker. He also escalated these issues to his immediate supervisors: the defendants’ Director for Ambulatory Services and the Chief Operating Officer. When the state prosecutor asked if anyone “higher up” did anything in response to the reports, the Lead Intake Coordinator stated “not positively, no, but there were periodic times when RES would be brought in, Dave [Perry] would be brought in to do a meeting to discuss issues.” The Lead Intake Coordinator was not present at the meetings, however, and never heard what went on at the meetings.

156. The Lead Intake Coordinator also recounted an incident where Perry lied to the defendants about not knowing the whereabouts of a substance use recovery patient. The

defendants learned later that same day that the patient had overdosed the night before at RES from upset patients who resided at RES.

157. The Lead Intake Coordinator also testified that the person Perry placed in charge of RES for approximately eight months prior to Perry's indictment by Massachusetts in May 2018 was "confrontational." The sober home manager bragged to the Lead Intake Coordinator that he would "physically throw patients through walls" when substance use recovery patients relapsed and became verbal and physical with him. The Lead Intake Coordinator advised that the appropriate response was to simply "kick[] them out," "make a phone call to the police and have them escorted off the property." Instead, the sober home manager would "get physical back," which the Lead Intake Coordinator advised "is not right."

158. When the state prosecutor asked the Lead Intake Coordinator if residing at RES had impacted the ability of the defendants' PHP substance use recovery patients to stay sober, he replied "[w]ith all that was going on there, yes."

159. The defendants' "higher ups" knew of the serious health and safety concerns associated with RES but continued to house substance use recovery patients at RES. In an email dated August 28, 2017, the defendants' Director of Support Services informed the defendants' Chief Financial Officer that a shipment of furniture, including six side chairs and two end tables would be of no use to the defendants' Chief Medical Officer. The Director of Support Services offered further that the Chief Operating Officer was "not interested in giving these to Dave Perry at RES. They would be trashed in a matter of weeks over there."

160. In late 2017, the defendants sought to contract with other sober homes because RES was unable to fully accommodate their needs. In an email dated December 15, 2017, the

defendants' Chief Financial Officer sought outside guidance regarding the defendants' affiliation with another sober home "because the clinical team is not happy with how [RES] operate[s]."

161. Yet, the defendants did not cease sending substance use recovery patients to RES. In an email dated December 14, 2017, the Chief Operating Officer wrote to the Chief Financial Officer, the Budget Officer, and the Director of Outpatient Services about negotiations with the sober home, Solutions Group, Inc. The Chief Operating Officer observed that "[t]oday we have 10 patients at RES and they say the (sic) 'have a waiting list' so even if we wanted to accept more patients to our [PHP] we can't because Faith House (a sober home detailed later) and Steps to Solutions are also full."

162. Moreover, at least one of the defendants' executives sought to strengthen the relationship with RES. One month later, in an email dated January 11, 2018, the defendants' Chief Executive Officer wrote to the defendants' Chief Operating Officer and Chief Financial Officer and asked how to approach Perry at an upcoming meeting about "tak[ing] over the leases on at least one if not more of the houses." Later that day, the Chief Operating Officer wrote back that counsel had advised the defendants to cease doing business with Perry and RES in light of the Massachusetts Attorney General's Office grand jury subpoena to the defendants.

163. In May 2018, after Perry's indictment, WBUR, a National Public Radio news station, interviewed the defendants' Chief Executive Officer about Massachusetts' indictment of Perry and the defendants' relationship with RES. *See* <https://www.wbur.org/news/2018/05/21/sober-house-arrest> (last accessed on September 5, 2023). The defendants' Chief Executive Officer was quoted as stating that the defendants' "main criteria for our working relationships with the sober homes is ensuring that there is a clean and sober environment" but she equally acknowledged that the defendants "had concerns [from] the

patients that we were referring there that the environment was not supportive of their recovery.”

Id.

164. When asked why the defendants continued to house patients at RES, the defendants’ Chief Executive Officer stated, “[w]e’re not going to discharge people to the street...so we would rather discharge someone to a sober home whether they could continue to engage in treatment than to have them receive no ongoing treatment at all.” *Id.*

165. In August 2019, sixteen months after Perry’s indictment, the Chief Executive Officer and the Chief Operating Officer exchanged emails about the defendants’ social workers’ “concerns re: sober home.” In an email dated August 5, 2019, the Chief Operating Officer recounted that she asked the defendants’ social workers for a “summary of concerns.” She then wrote that one concern from the social workers she was aware of is that “we say that because they are homeless we put them in a sober home[,] but really we just want to fill the [PHP] and we don’t care what goes on in the sober home because of how long we dealt with Dave Perry.” The Chief Executive Officer then asked “[m]aybe I over-reacted, do you think we really need a meeting[.]” with the social workers to address their concerns. The Chief Operating Officer responded “I think we should still meet. I think it would be a mistake not to as it could be perceived as not caring.”

166. Despite receiving repeated concerns regarding the health and safety of substance use recovery patients housed at RES, the defendants continued to place patients at RES between June 2009 and June 2021, a span of nearly twelve years. The Lead Intake Coordinator testified to the state grand jury that he expressed a preference to the defendants to house patients in other sober homes besides RES because of better quality of care. He conceded, however, that the defendants continued to house patients at RES because it had more bed availability due to its size.

E. Faith House

167. On or about December 1, 2016, the defendants entered into an agreement with Milton Management, LLC, otherwise known as Faith House, which operated a series of sober homes in Dorchester, Roxbury, and Quincy. Faith House is owned and operated by Joseph Pizziferri.

168. Under the terms of the agreement, the defendants agreed to pay Faith House a per diem rate of \$30 for substance use recovery patients housed at Faith House. Faith House agreed to “[m]aintain the expectation that clients in Bournemouth’s designated beds regularly attend” the defendants’ PHP.

169. Prior to the agreement signed on or about December 1, 2016, the defendants paid to house 46 substance use recovery patients covered by federal healthcare programs at Faith House between October 2013 and November 2016. The defendants paid for approximately 803 sober home bed days for a total of approximately \$28,105. The defendants received approximately \$104,976.78 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 46 patients.

170. Between December 2016 and March 2022, the defendants paid to house 78 substance use recovery patients covered by federal healthcare programs at Faith House. The defendants paid for approximately 1,175 sober home bed days for a total of approximately \$41,125. The defendants received approximately \$155,887.98 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for the 78 patients.

F. Solutions Group

171. On January 31, 2018, the defendants entered into a “Sober Living Agreement” with Solutions Group, Inc. (“Solutions”), a sober home in Dorchester operated by Thomas Lyons.

172. Under the terms of the Sober Living Agreement, the defendants agreed to pay Solutions a one-time administrative fee per qualifying patient of \$100, and a rate of \$25.80 per patient per night housed at Solutions. Unlike prior agreements with sober homes, this agreement contained a provision requiring a patient to qualify for free sober housing by evidencing indigency.

173. Between February 2018 and November 2019, the defendants paid to house approximately 126 substance use recovery patients covered by federal healthcare programs at Solutions. The defendants paid for approximately 2,041 sober home bed days for a total of approximately \$71,435. The defendants received approximately \$267,986.15 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 126 patients.

174. Between February and April 2018, as the defendants looked to end their relationship with RES, the defendants observed a decline in census at their PHP. As of May 2018, the defendants’ PHP census had improved. In an email exchange between the Defendants’ Chief Executive Officer and the Chief Operating Officer on May 3, 2018, the Chief Executive Officer observed that the “census was looking better,” which the Chief Operating Officer attributed to Solutions “moving their longer term residents to their Quincy house, making room for our patients in their [Dorchester] house.”

G. Angelos Development

175. On or about June 1, 2018, the defendants entered into a Sober Living Agreement with Angelos Development, LLC (“Angelos”), a sober home located in Medfield, and owned and operated by Boris Krants.

176. Under the terms of the Sober Living Agreement, the defendants agreed to pay Angelos a one-time administrative fee of \$100 for each patient and a daily rate of \$29.57 per qualifying patient per night per bed. A qualifying patient needed to meet income requirements and “elect to live at a residence of [Angelos] while participating” in the defendants’ PHP.

177. Between February and November 2018, the defendants paid to house approximately 29 substance use recovery patients covered by federal healthcare programs in Angelos. The defendants paid for approximately 474 sober home bed days for a total of approximately \$16,590. The defendants received approximately \$55,355.79 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 29 patients.

H. North East Special Needs Housing

178. On or about August 1, 2018, the defendants entered into a Sober Living Agreement with North East Special Needs Housing, LLC (“NESNH”), a sober home located in Dorchester, owned and operated by Michael D. Jordan.

179. According to the terms of the agreement, the defendants agreed to pay the rent for qualifying substance use recovery patients enrolled in and attending their PHP. A qualifying patient needed to meet income requirements and “elect to live at [NESNH]” while participating in the defendants’ PHP. Unlike prior agreements with sober homes, however, the defendants agreed to pay NESNH \$900 a month for 6 exclusive beds for a monthly total of \$5,400. The defendants agreed to pay NESNH in bi-monthly installments of \$2,700.

180. On July 13, 2018, shortly before entering into the agreement with NESNH, the defendants' Chief Operating Officer had an email exchange with the defendants' Chief Executive Officer, Chief Financial Officer, and Director for Outpatient Services regarding the negotiations with NESNH. The Chief Operating Officer recounted that the defendants had proposed a "shared risk" payment model, but NESNH rejected the idea because NESNH had no issues filling its beds. The Chief Operating Officer wrote, "In other words, we need them more than they need us! Sad, but true."

181. The Chief Financial Officer responded that he was "not adverse to buying beds up front" because the defendants should be able to fill 4-6 beds without a lot of risk. He wrote that "the downside risk is minimal and the upside risk is significant with a census increase of 4-6 patients. I think we should move quickly if everyone agrees so we can capture as much of the upside this year and help us close the budget shortfall."

182. Between August 2018 and February 2019, the defendants paid to house approximately 32 substance use recovery patients covered by federal healthcare programs in NESNH. The defendants paid for approximately 530 sober home bed days for a total of approximately \$18,550. The defendants received approximately \$61,918.31 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 32 patients.

I. Brady's Place/A Vision From God

183. On or about October 26, 2018, the defendants entered into a Sober Living Agreement with A Vision from God, LLC, a sober home referred to as Brady's Place then based at 250 Seaver Street in Boston. The sober home, which relocated to Weymouth, is owned and operated by Daniel Cleggett.

184. Per the terms of the Sober Living Agreement, the defendants agreed to pay \$900 per month per bed for 24 beds for the exclusive use by the defendants' male PHP substance use recovery patients beginning on November 1, 2018, and \$900 per month per bed for an additional 6 beds for the exclusive use by the defendants' female PHP substance use recovery patients beginning on December 1, 2018. The defendants further agreed to pay an administrative fee of \$75 per patient that resided in the sober home for more than 24 hours.

185. In an email exchange from December 15, 2018, the defendants' Chief Financial Officer responded to an inquiry from the Chief Financial Officer of Bournemouth's parent company, Alita, asking about a spike in rent reported in the November financials. The defendants' Chief Financial Officer answered that the spike in rent "is related to new pre-paid sober agreement for 24 beds (will increase to 30 beds in December) that start 11/1. **This will translate to higher program census in PHP which has been limited by lack of available sober beds prior to November.**" (Emphasis added).

186. Prior to the defendants entering into a Sober Living Agreement with Brady's Place, the Boston Globe and STAT news published a story on May 28, 2017, regarding Cleggett's alleged engagement in brokering of substance use recovery patients to recovery centers in Florida for a \$1,500 fee per patient. See <https://www.statnews.com/2017/05/28/addict-brokers-opioids/> (last accessed Sept. 5, 2023).

187. On August 13, 2019, the Boston Globe published a spotlight series article on Cleggett's activities and sober homes, that discussed allegations of overdose deaths at his sober homes and the discovery of a dead body in the backyard of one of his sober homes. See <https://www.bostonglobe.com/metro/2019/08/03/bones-found-backyard-former-sober-home/CmMGTaOUswbyTwyvqOKkSJ/story.html> (last accessed on Sept. 5, 2023). City of

Boston officials alleged that Cleggett “crammed [clients] into overcrowded, unsafe rooms” in one sober home, and placed clients in another sober home “where clients say they were told by staff without medical licenses to stop taking psychiatric medications and instead, to pray. Two people under his company’s watch have died.” *Id.*

188. One week prior to the publication of this article, the defendants learned that the City of Boston had identified significant concerns at Brady’s Place. In an email on August 6, 2019, the defendants’ Chief Operating Officer wrote to the defendants’ Chief Executive Officer, Chief Financial Officer, and Chief Medical Officer to relay a conversation that the defendants’ Director of Outpatient Services had with the City of Boston’s Assistant Commissioner of Inspection Services, John Meaney, about Brady’s Place. The Director of Outpatient Services learned from Meaney that:

1. There are multiple citations
2. They corrected all emergency violations immediately (fire alarms, etc.)
3. There was some over-crowding so they made them get rid of some beds immediately
4. The basement where the females are housed is illegal (we may lose our female beds)
5. There MASH certification is pending.
6. Danny, the owner, has been nothing but cooperative and responsive

189. The defendants initially terminated their Sober Living Agreement with Brady’s Place on August 19, 2019, effective September 30, 2019.

190. Yet, on or about November 1, 2019, the defendants entered into a new Sober Living Agreement with Brady’s Place. Under the terms of the new Sober Living Agreement, the defendants agreed to pay \$30 per night per bed for each of the defendants’ PHP substance use recovery patients and a \$75 administrative fee for each patient that remains in the defendants’ PHP (and thus in the sober home) for over 24 hours.

191. Prior to the first Sober Living Agreement dated October 26, 2018, the defendants paid to house 71 substance use recovery patients covered by federal healthcare programs at

Brady's Place between October 2013 and October 2018. The defendants paid for approximately 468 sober home bed days for a total of approximately \$16,380. The defendants received approximately \$50,554.11 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services to the 71 patients.

192. Between November 2018 and May 2022, the defendants paid to house approximately 1,023 substance use recovery patients covered by federal healthcare programs in Brady's Place. The defendants paid for 17,928 sober home bed days for a total of \$627,015. The defendants received approximately \$2,838,369.25 from federal healthcare programs, including Medicare and Medicaid, for the provision of PHP services for these 1,023 patients.

193. On May 23, 2023, the United States Attorney's Office announced a 37-count indictment against Cleggett and his sober home manager. The indictment alleges, in part, that Cleggett, his sober home manager, and a sober home client "entered into a conspiracy to defraud a New York-based family trust that was paying for the client's room and board at Brady's Place, located in Quincy." See <https://www.justice.gov/usao-ma/pr/operator-sober-homes-and-associate-arrested-fraud-schemes-involving-sober-home-client> (last accessed on Sept. 13, 2023). More specifically, the government alleges that Cleggett and his sober home manager "overcharged the family trust for room and board by up to \$12,500 per month by submitting false and fraudulent invoices to the family trust." *Id.* Cleggett and the sober home manager allegedly would then issue "refund checks" to the sober home client in furtherance of the fraud scheme. *Id.*

VI. THE DEFENDANTS PAID KICKBACKS IN ORDER TO INCREASE THE PHP'S CENSUS AND REVENUE

194. The defendants paid remuneration in the form of free sober housing to induce substance use recovery patients to not only enroll in the defendants' PHP, but to regularly attend

and remain with the defendants' PHP. In doing so, the defendants understood that the inducement would increase their PHP census and permit greater billing for PHP services rendered, thereby driving revenue.

195. The defendants expressly tied the payment of sober home fees to enrollment and regular attendance of their PHP. Substance use recovery patients that receive free sober housing from the defendants are required to sign a PHP with Sober House Agreement in which they must expressly acknowledge by printing their initials on the agreement that "the cost of the sober house bed will only be covered by [the defendants] as long as I am admitted to the PHP program."

196. In a June 20, 2016, email, the defendants' then Director of Ambulatory and Social Services wrote to the defendants' Chief Executive Officer, Chief Medicaid Officer, and Budget Officer that he instructed Perry, RES' owner, that "Bournewood would not be paying for weekend sober house fees for patients who do not come for program on Monday."

197. In May 2018, the defendants' Chief Operating Officer acknowledged in an email to the Chief Executive Officer that an improvement in the census was due to a sober home's bed availability in Dorchester.

198. In July 2018, the defendants' Chief Operating Officer had an email exchange with the defendants' Chief Executive Officer, Chief Financial Officer, and Director for Outpatient Services acknowledging the import of sober homes to the defendants' bottom line by writing, "In other words, we need them more than they need us! Sad, but true."

199. The Chief Financial Officer responded to that same email that he was "not adverse to buying beds up front" because the defendants should be able to fill 4-6 beds without a lot of risk. He wrote that "the downside risk is minimal and the upside risk is significant with a

census increase of 4-6 patients. I think we should move quickly if everyone agrees so we can capture as much of the upside this year and help us close the budget shortfall.”

200. In an email on December 15, 2018, the defendants’ Chief Financial Officer responded to an inquiry from the Chief Financial Officer of the defendants’ parent company, Alita, asking about a spike in rent reported in the November financials. The defendants’ Chief Financial Officer answered that the spike in rent “is related to new pre-paid sober agreement for 24 beds (will increase to 30 beds in December) that start 11/1. **This will translate to higher program census in PHP which has been limited by lack of available sober beds prior to November.**” (Emphasis added).

201. In a February 20, 2020, email exchange between the defendants’ Director of Outpatient Services, Chief Operating Officer, and Chief Financial Officer regarding the defendants’ Woburn PHP, the Chief Financial Officer asked if a seeming recent increase in sober bed utilization in Woburn “is allowing us to expand our census?” The defendants’ Director of Outpatient Services responded that “[I]ncreased used of the sober will definitely allow us to expand our census.”

202. The defendants’ payment of sober home fees was driven by the understanding that the defendants’ revenues would benefit by being able to bill insurers, including federal healthcare programs, for PHP services rendered to substance use recovery patients.

203. On April 1, 2020, the defendant’s Chief Operating Officer expressed her view, in an email to the defendants’ Chief Financial Officer, Director of Outpatient Services and other internal employees, that the defendants should not reimburse lunches paid for by sober homes for three days during which the defendants’ PHP was closed due to the Covid-19 pandemic because “[w]e weren’t able to bill for anything on those 3 days.”

204. One day later, the Chief Financial Officer emailed the Chief Operating Officer and the Director of Outpatient Services to express his view that sober homes should not be billing the defendants for sober home fees for March 24, 2020, and March 25, 2020, because the defendants' PHP was closed. The Chief Operating Officer responded that she was "on the fence," regarding that decision.

205. The defendants also continued to place substance use recovery patients at RES and other sober homes despite having knowledge of significant health and safety concerns at those sober homes. The defendants' Chief Executive Officer acknowledged as much in an interview with WBUR in May 2018 in which she conceded that the defendants "had concerns [from] the patients that we were referring [to RES] that the environment was not supportive of their recovery" but nevertheless continued to send patients to RES because the defendants contend they're "not going to discharge people to the street...so we would rather discharge someone to a sober home whether they could continue to engage in treatment than to have them receive no ongoing treatment at all." The defendants, however, did discharge patients to the street after they completed the defendants' PHP and the defendants were no longer able to bill insurers, including federal healthcare programs, for PHP services.

206. The Lead Intake Coordinator told the state grand jury proceeding against Perry that he did not want to place substance use recovery patients at RES due to safety and quality concerns but continued to do so because RES had the beds to take patients. When the state prosecutor asked the Lead Intake Coordinator if residing at RES had impacted the ability of the defendants' PHP patients to stay sober, he replied "[w]ith all that was going on there, yes."

207. The defendants' own social workers voiced concerns that the defendants' executives prioritized the business over the safety of the substance use recovery patients through

the kickback scheme. As the Chief Operating Officer acknowledged in an email to the Chief Executive Officer, social workers have raised the concern that “we say that because they are homeless we put them in a sober home but really we just want to fill the program and we don’t care what goes on in the sober home because of how long we dealt with Dave Perry.”

VII. THE DEFENDANTS’ KNOWLEDGE OF PROHIBITIONS AGAINST PAYING KICKBACKS

208. The defendants were well aware of their obligations not to violate the AKS. For example, the defendants signed a Certification Statement in conjunction with their Medicare Enrollment Application, Form CMS-855B, in which they “agreed to abide by the Medicare laws, regulations and program instructions” and affirmed their understanding that “payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations and program instructions (including, but not limited to, the Federal Anti-Kickback Statute, 42 U.S.C. section 1320a-7b(b).” Moreover, each time the defendants submitted a claim for reimbursement from Medicare, they certified that they had “familiarized [themselves] with all applicable laws, regulations, and program instructions, which are available from the [MAC];” and that the claim “comple[d] with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute. . . .”

209. As a MassHealth provider, the defendants also signed a provider contract with MassHealth and EOHHS, the state agency that oversees MassHealth. The provider contract requires the provider to agree “to comply with all state and federal statutes, rules, and regulations applicable to the Provider’s participation in MassHealth.” This includes but is not limited to the AKS, MAKs and the “All Provider” regulations at 130 C.M.R. §§ 450.000 *et seq.*

210. Providers who sign agreements and contracts with Medicare and Medicaid, respectively, are required, as a matter of law, to familiarize themselves with the legal requirements, standards, and procedures of those programs. *See Massachusetts v. Mylan Laboratories*, 608 F.Supp.2d 127, 154 (D. Mass. Dec. 3, 2008) (citing *Heckler v. Community Health Servs.*, 467 U.S. 51, 63-65 (1984)).

211. The defendants also understood the importance of not violating the AKS. For instance, the defendants required their employees to familiarize themselves with applicable federal and state laws, including most relevantly, the AKS and the FCA.

212. The defendants also created and implemented an employee compliance program specifically identifying the AKS and advising employees against violating it. For example, in the defendants' compliance program manual—which it provided to all employees—Section I, Paragraph 8 sets out portions of the language of the AKS and the prohibition against the solicitation and receipt of kickbacks:

8. Anti-Kickback

Knowingly and willfully:

- a. Soliciting or receiving any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind either:
 1. In return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal healthcare program;
 2. In return for purchasing, leasing, ordering, or arranging for or recommending, purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a federal healthcare program.

213. In 2018, Congress passed the Eliminating Kickbacks in Recovery Act (“EKRA”), a statute analogous to the AKS that directly prohibited the payment of kickbacks for referrals to recovery homes, clinical treatment facilities, or laboratories. Effective October 24, 2018, EKRA criminalized the knowing and willful “pay[ing] or offer[ing] [of] any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in exchange for an individual using the services of that recovery home, clinical treatment facility, or laboratory.” *See* 18 U.S.C. § 220(a)(2)(B). EKRA also prohibited the payment of remuneration “to induce a referral of an individual to a recovery home, clinical treatment facility, or laboratory.” 18 U.S.C. § 220(a)(2)(A). For purposes of EKRA, the defendants’ PHP is a “clinical treatment facility” because it is a “medical setting, other than a hospital, that provides . . . outpatient treatment and care . . . pursuant to licensure or certification under State law.” 18 U.S.C. § 220(e)(2). All of the sober homes that the defendants contracted with fall under the meaning of “recovery home” defined as a “shared living environment that is, or purports to be, free from alcohol and illicit drug use and centered on peer support and connection to services that promote sustained recovery from substance use disorders.”

214. The defendants’ compliance program manual requires that all employees be cognizant of all applicable federal and state laws that may impact Bournemouth’s billing of claims to all federal healthcare programs, including Medicare and Medicaid.

Employees must be cognizant of all applicable federal and state laws and regulations that apply to and effect Bournemouth Hospital’s documentation, coding, billing, and competitive practices, as well as the day-to-day activities of the hospital and its employees and agents. Each employee who is materially involved in any of the hospital’s documentation, coding, billing, or competitive practices has an obligation to familiarize himself or herself with all such applicable laws and regulations and to adhere at all times to the requirements thereof. Where any question or uncertainty regarding these requirements exists, it is incumbent on, and the obligation of, each employee to seek guidance from their supervisor and/or the Compliance Officer.

215. The compliance program manual also prohibits employees from engaging or participating in the submission of false claims.

In particular, and without limitation, this policy prohibits Bournewood Hospital and each of its employees from directly or indirectly engaging or participating in the following:

b. False Claims

For a medical or other item or service and such person knows or should know the claim is false or fraudulent.

216. Despite having in place these compliance policies warning about the AKS and prohibiting any remuneration to patients in a federal healthcare program, the defendants did exactly the opposite and provided remuneration in the form of free housing payments to patients in federal healthcare programs. In other words, the defendants' compliance policies concerning the AKS were the proverbial "window dressing"— suggesting compliance with the law to those unfamiliar with the defendants' actual business practices described in this Complaint.

217. What is more, the defendants specifically discussed that their practice of paying for patients' sober home housing could violate the law but continued to do it. For example, on or around January 2018, when the defendants modified their internal policy concerning providing free sober home housing to patients, an employee making edits to the policy questioned whether certain provisions violated the "Beneficiary Inducement provision of the [Civil Monetary Penalties ("CMP")] law," which is a federal law similar to the AKS that penalizes those offering illegal remuneration to beneficiaries.

218. In particular, the CMP provides "for the imposition of [civil monetary penalties] against any person who offers or transfers remuneration to a Medicare or State health care program beneficiary that the person knows or should know is likely to influence the beneficiary's selection of a particular provider, practitioner, or supplier...." *See*

<https://oig.hhs.gov/documents/compliance/836/factsheet-rule-beneficiary-inducements.pdf> (last accessed on Sept. 5, 2023).

219. The employee making the edit raised a concern as to when “patients are identified” for free sober housing and “when in the process of their enrollment in the PHP program this conversation occurs?” The employee went on to state that, “[t]o avoid the Beneficiary Inducement restrictions, the patient needs to have already selected Bournemouth’s PHP program so this process cannot occur as part of a pre-admission procedures (sic) but could occur after Bournemouth has been selected (e.g., maybe at registration/intake/first day of scheduled treatment).” Despite the employee identifying this concern, the defendants continued to induce, and attempt to induce, patients to attend the defendants’ PHP with offers of free housing.

VIII. MEDICARE CLAIMS SUBMISSIONS

220. The defendants submitted claims for payment and received payment from Medicare for substance use recovery patients that received free housing at the above-mentioned sober homes. An example of claims submitted to Medicare for such patients during the Relevant Period is attached as Exhibit 1.

221. The defendants misrepresented their compliance with the AKS as part of their submission of claims to Medicare for payment. Medicare would not have paid these claims had it known of these violations.

222. To date, the defendants have not repaid any overpayments to Medicare stemming from the fact that they were not in compliance with federal laws and regulations concerning the Medicare program.

223. Compliance was an express precondition of payment with Medicare; every submission of a claim implicitly represents compliance with relevant statutes, and even undisclosed violations of the AKS render these claims false or fraudulent. Had Medicare known of the statutory violations detailed herein, it would not have paid the claims submitted by the defendants that were tainted by illegal kickbacks.

IX. MEDICAID CLAIMS SUBMISSIONS

224. The defendants submitted claims for Medicaid payment and received Medicaid payment from MassHealth and MassHealth MCEs for patients that received free housing at the above-mentioned sober homes, including, for example, Patients JO, ML, HY, and RG. An example of claims submitted to Medicaid and MassHealth MCEs during the Relevant Period is attached as Exhibit 1.

225. The defendants misrepresented their compliance with the AKS and the MAKs as part of their submission of claims for Medicaid payment. The Massachusetts Medicaid Program would not have paid these claims had it known of these violations.

226. To date, the defendants have not repaid any overpayments to Medicare, MassHealth or MassHealth MCEs stemming from the fact that it had not been in compliance with state and federal laws and regulations concerning the Massachusetts Medicaid Program.

227. Compliance was an express precondition of payment by the Massachusetts Medicaid Program; every submission of a claim implicitly represents compliance with relevant statutes, and even undisclosed violations of the AKS and the MAKs render these claims false or fraudulent. Had the Massachusetts Medicaid Program known of the regulatory and statutory violations detailed herein, it would not have paid the claims submitted by the defendants that were tainted by the illegal kickbacks.

COUNT I

**False Claims Act, 31 U.S.C. § 3729(a)(1)(A)
Presenting False Claims for Payment**

228. The United States incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

229. The defendants knowingly submitted claims for payment to federal healthcare programs for the provision of partial hospital program services that were false, fraudulent, and not payable, because the defendants knowingly and willfully offered and paid remuneration in the form of free sober home housing in violation of the AKS to induce substance use recovery patients to enroll in or attend the defendants' PHP, for which payment was made in whole or in part by federal healthcare programs including Medicare and Medicaid.

230. By virtue of these false or fraudulent claims, the United States suffered damages in an amount to be determined at trial.

**COUNT II
False Claims Act, 31 U.S.C. § 3729(a)(1)(B)
Use of False Statements**

231. The United States incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

232. The defendants knowingly made or used, or caused to be made or used, false records or statements material to false or fraudulent claims submitted to the United States, and the United States' payment of those claims was a reasonable and foreseeable consequence of the defendants' statements and actions.

233. These false records and statements included false certifications on provider enrollment forms and false and misleading representations on claim forms that the claims to federal healthcare programs for partial hospital program services complied with the AKS, when in fact those claims violated the AKS.

234. The defendants made or used, or caused to be made or used, such false records or statements with actual knowledge of their falsity, or with reckless disregard, or deliberate ignorance of whether they were false or fraudulent.

235. By virtue of these false or fraudulent claims, the United States suffered damages in an amount to be determined at trial.

COUNT III
False Claims Act, 31 U.S.C. § 3729(a)(1)(C)
Conspiracy to Submit False Claims

236. The United States incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

237. The defendants entered into an unlawful agreement to cause the presentation of false or fraudulent claims to the United States and performed acts in furtherance of this conspiracy. The defendants entered into agreements with sober homes through which the defendants agreed to pay for the sober home housing of substance use recovery patients in violation of the AKS to induce the substance use recovery patients to enroll in and attend the defendants' PHP, for which payment was made in whole or in part by federal healthcare programs including Medicare and Medicaid. Furthermore, the defendants used and directed the use of personnel and assets to effectuate those unlawful payments.

238. By virtue of the resulting false or fraudulent claims, the United States suffered damages in an amount to be determined at trial.

COUNT IV
Unjust Enrichment – United States

239. The United States incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

240. This is a claim for the recovery of monies by which all defendants have been unjustly enriched.

241. By directly or indirectly obtaining from the United States, through federal healthcare programs, funds to which they were not entitled, the defendants were unjustly enriched, and are liable to account and pay such amounts, or the proceeds therefrom, which are to be determined at trial.

COUNT V
Payment by Mistake – United States

242. The United States incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

243. This is a claim for the recovery of monies the United States paid directly or indirectly to the defendants as a result of mistaken understandings of fact.

244. The United States' mistaken understandings of fact were material to its decisions to pay claims the defendants submitted to federal healthcare programs for partial hospital program services.

245. The United States, acting in reasonable reliance on the truthfulness of the claims to federal healthcare programs for partial hospital program services, paid monies directly or indirectly to the defendants to which they were not entitled. Thus, the United States is entitled to recoup such monies, in an amount to be determined at trial.

COUNT VI
Massachusetts False Claims Act, M.G.L. c. 12, § 5B(a)(1)
Presenting False Claims for Payment

246. Massachusetts incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

247. During the Relevant Period, the defendants violated the MAKS when they knowingly and willfully offered and paid indirect remuneration in the form of free sober housing in violation of the MAKS to induce substance use recovery patients to enroll in and participate in the defendants' PHP for which payment was made in whole or in part by Medicaid. As a result of these violations, the defendants, either with actual knowledge, deliberate ignorance, or reckless disregard, knowingly submitted or caused to be submitted false or fraudulent claims for services in violation of M.G.L. c. 12, § 5B(a)(1).

248. These claims were false as they were for services not eligible for reimbursement because the defendants misrepresented compliance with applicable state and federal laws and regulations that are conditions of payment. These misrepresentations were material as that term is defined in the MFCA and interpreted by the courts.

249. By virtue of these false or fraudulent claims, Massachusetts suffered actual damages in an amount to be determined at trial and is entitled to treble damages plus monetary civil penalties.

COUNT VII
Massachusetts False Claims Act, M.G.L. c. 12, § 5B(a)(2)
Use of False Record or Statement

250. Massachusetts incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

251. During the Relevant Period, the defendants knowingly made, used, or caused to be made or used, false records or statements material to false or fraudulent claims submitted to Medicaid, and Medicaid's payment of those claims was a reasonable and foreseeable consequence of the defendants' statements and actions.

252. These false records and statements included false certifications or provider enrollment forms and false and misleading representations on claim forms that the Medicaid claims for PHP services complied with federal and state laws, when in fact those claims violated the MAKS.

253. The defendants made or used, or caused to made or used, such false records or statements with actual knowledge of their falsity, or with reckless disregard, or deliberate ignorance of whether they were false or fraudulent.

254. By virtue of these false or fraudulent claims, Massachusetts suffered actual damages in an amount to be determined at trial and is entitled to treble damages plus civil monetary penalties.

COUNT VIII
Massachusetts False Claims Act, M. G. L. c. 12, § 5B(a)(3)
Conspiracy

255. Massachusetts incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

256. During the Relevant Period, the defendants entered into an unlawful agreement to cause the presentation of false or fraudulent claims to Massachusetts and performed acts in furtherance of this conspiracy. The defendants entered into agreements with sober homes through which the defendants agreed to pay for the sober home housing of substance use recovery patients in violation of the MAKS to induce the substance use recovery patients to enroll in or attend the defendants' PHP for which payment was made in whole or in part by Medicaid. Furthermore, the defendants used and directed the use of personnel and assets from Bournemouth and FPP to effectuate those unlawful payments.

257. By virtue of the resulting false or fraudulent claims, Massachusetts and Medicaid suffered actual damages in an amount to be determined at trial and is entitled to treble damages plus civil monetary penalties.

COUNT IX

False Claims in Violation of Massachusetts Medicaid False Claims Act, M.G.L. c. 118E, §§ 40,44

258. Massachusetts incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

259. During the Relevant Period, the defendants failed to comply with applicable state and federal anti-kickback statutes. The Massachusetts Medicaid program was unaware of the noncompliance. As a result of this noncompliance, the defendants, either with actual knowledge or in willfull blindness, knowingly and willfully made or caused to be made false claims for services to the Massachusetts Medicaid Program in violation of M.G.L. c. 118E, § 40.

260. These claims were false as they were for services not eligible for reimbursement because the defendants misrepresented compliance with applicable state and federal laws and regulations that are conditions for payment. These misrepresentations were material as that term is defined in the MFCA and interpreted by the courts.

261. By virtue of these false or fraudulent claims the defendants submitted or caused to be submitted, Massachusetts and Medicaid suffered actual damages in an amount to be determined at trial and is entitled to treble damages plus the cost of investigation and litigation, in accordance with M.G.L c. 118E, § 44.

COUNT X

Recovery of Overpayment, 130 C.M.R. §§ 450.237, 450.260(A), 450.260(D)

262. Massachusetts incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

263. During the Relevant Period, the defendants failed to comply with applicable state and federal anti-kickback statutes in violation of the MAKS. The Massachusetts Medicaid Program was unaware of the noncompliance. As a result of this noncompliance, the defendants, either with actual knowledge or in willful blindness, knowingly and willfully made or caused to be made false claims for services to the Massachusetts Medicaid Program in violation of M.G.L. c. 118E, § 40.

264. These claims were false as they were for services not eligible for reimbursement because the defendants misrepresented compliance with applicable state and federal laws and regulations that are conditions of payment. The defendants submitted claims for services while the defendants were not in compliance with the applicable state and federal statutes. The Massachusetts Medicaid Program paid those claims.

265. By virtue of the defendants' submission of claims while in violation of the AKS and MAKS, the Massachusetts Medicaid Program made overpayments to the defendants.

266. The defendants are liable to repay Massachusetts the amount received from these overpayments in an amount to be determined at trial.

COUNT XI
Unjust Enrichment – Massachusetts

267. Massachusetts incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

268. This is a claim for the recovery of monies by which all defendants have been unjustly enriched. If the defendants had not impliedly misrepresented compliance with state and federal laws, the Massachusetts Medicaid Program would not have paid for the claims submitted for PHP services. By retaining monies received from the submission of claims that were

reimbursed by the Medicaid program, the defendants have retained money that is the property of Massachusetts and to which the defendants are not entitled.

269. It is unfair and unequitable for the defendants to retain revenue from payments from the Massachusetts Medicaid Program that the defendants obtained by violating state law, federal law, and provider contracts for each MassHealth member the defendants billed following the defendants' offer to provide and payment for sober housing for enrolling in and attending the defendants' PHP.

270. By directly or indirectly obtaining from Massachusetts, through Medicaid, funds to which they were not entitled, defendants were unjustly enriched, and are liable to account and pay such amounts, or the proceeds therefrom, which are to be determined at trial.

COUNT XII
Breach of Contract – Massachusetts

271. Massachusetts incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

272. The defendants breached their Massachusetts Medicaid Program provider contracts during the Relevant Period by submitting illegitimate claims for payment to Massachusetts Medicaid Program for services provided that did not comply with federal and state law, specifically the AKS and MAKS.

273. During the Relevant Period, the defendants breached their Massachusetts Medicaid Program provider contracts by failing to comply with all state and federal laws, regulations, and rules applicable to participation in the Massachusetts Medicaid Program and submitting claims for payment that were based on claims for services not in compliance with all state and federal laws, regulations, and rules applicable to the Massachusetts Medicaid Program.

274. Each illegitimate claim submitted by the defendants that was not in compliance with the Massachusetts Medicaid Programs' rules and regulations constitutes a breach of the defendants' provider contracts.

275. By failing to comply with all applicable state and federal laws, regulations, and rules applicable to the Massachusetts Medicaid Programs, the defendants materially breached their Massachusetts Medicaid Program provider contract.

276. As a result of the defendants' breach of their provider contracts, Massachusetts and Medicaid has been significantly damaged.

PRAYER FOR RELIEF

The United States requests that judgment be entered in its favor and against the defendants as follows:

- (a) On Counts I, II, and III (False Claims Act), for treble the United States' damages, together with the maximum civil penalties allowed by law;
- (b) On Count IV (Unjust Enrichment), in the amount the defendants were unjustly enriched;
- (c) On Count V (Payment by Mistake), in the amount the defendants illegally obtained and retained; and
- (d) For pre- and post-judgment interest, costs, and other such relief as the Court may deem appropriate.

Massachusetts requests that judgment be entered in its favor and against the defendants as follows:

- (a) On Counts VI, VII, and VIII (Massachusetts False Claims Act), for the amount of Massachusetts' damages, trebled as required by law, plus the costs of investigation and litigation, including the costs of experts, and civil penalties as required by M.G.L. c. 12, § 5B, together with such other relief as may be just and proper;
- (b) On Count IX (Medicaid False Claims Act), for the amount of Massachusetts' damages, trebled as required by law, plus the costs of investigation and litigation, including the costs of experts together with such relief as may be just and proper;

- (c) On Count X (Recovery of Overpayment), for the amount of Massachusetts' damages, as is proved at trial, and costs;
- (d) On Count XI (Unjust Enrichment), in the amount the defendants were unjustly enriched, as is proved as trial, and costs;
- (e) On Count XII (Breach of Contract), for the amount of Massachusetts' damages, as is proved at trial, and interest at the statutory rate of 12% per annum pursuant to M.G.L. c. 231, § 6C, from the date of each breach of contract, together with such relief as may be just and proper;
- (f) For pre- and post-judgment interest, costs, and other such relief as the Court may deem appropriate.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, the United States and Massachusetts request a trial by jury.

Respectfully submitted,

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Acting United States Attorney

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Dated: September 15, 2023

CERTIFICATE OF SERVICE

I certify that, on September 15, 2023, I served a copy of the foregoing document by electronic mail on the following counsel:

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By: /s/ Steven T. Sharobem
Steven T. Sharobem
Assistant United States Attorney

EXHIBIT 1

List of Bournwood claims paid by Medicare and/or Medicaid

We have masked the identities of the substance use recovery patients by providing a USAO Unique ID

USAO unique id	Information source	Admit Date (or DOS from per CMS)	Discharge Date (Or DOS to per CMS)	Date paid for hospital claim	Amount paid CMS MCR or MCD for Hosp claim	Primary Insurer	Secondary Insurer	Situs of PHP Services	Sober Home	Length of Stay in Sober Home/PHP Program	Hospital PHP Charges	Hospital PHP Payments	Physician Charges	Physician Payments	Sober Bed Charges	Sober Bed Free Care Adj.	Physician Contr. Adj.
MCD103	Bournwood	2/6/2015	3/4/2015			MEDICAID	SELF PAY	BOURNEWOOD	RECOVERY EDUCATION SVS	27	\$ 10,464.00	\$ 997.99	\$ 368.00	\$ -	\$ 945.00	\$ 945.00	\$ 368.00
MCD103	CMS Medicaid	2/17/2015		3/17/2015	\$ 142.57												
MCD103	CMS Medicaid	2/18/2015		3/17/2015	\$ 142.57												
MCD103	CMS Medicaid	2/19/2015		3/17/2015	\$ 142.57												
MCD103	CMS Medicaid	2/20/2015		3/10/2015	\$ -												
MCD103	CMS Medicaid	2/23/2015		3/17/2015	\$ -												
MCD103	CMS Medicaid	2/24/2015		3/17/2015	\$ -												
MCD103	CMS Medicaid	2/25/2015		3/17/2015	\$ -												
MCD103	CMS Medicaid	2/26/2015		3/24/2015	\$ -												
MCD103	CMS Medicaid	2/27/2015		3/24/2015	\$ -												
MCD103	CMS Medicaid	3/2/2015		3/24/2015	\$ -												
MCD103	CMS Medicaid	3/3/2015		3/24/2015	\$ -												
MCD103	CMS Medicaid	3/4/2015		3/24/2015	\$ -												
MCD11	Bournwood	4/22/2015	5/20/2015			MEDICAID	SELF PAY	BROOKLINE PHP	FAITH HOUSE	29	\$ 8,396.00	\$ 1,830.29	\$ 621.00	\$ 254.79	\$ 1,015.00	\$ 1,015.00	\$ 366.21
MCD11	CMS Medicaid	4/22/2015		6/2/2015	\$ 142.57												
MCD11	CMS Medicaid	4/23/2015		6/2/2015	\$ 142.57												
MCD11	CMS Medicaid	4/24/2015		6/2/2015	\$ 142.57												
MCD11	CMS Medicaid	4/27/2015		6/2/2015	\$ 142.57												
MCD11	CMS Medicaid	4/28/2015		6/2/2015	\$ 74.99												
MCD11	CMS Medicaid	4/29/2015		6/2/2015	\$ 142.57												
MCD11	CMS Medicaid	4/30/2015		6/2/2015	\$ 74.99												
MCD11	CMS Medicaid	5/1/2015		6/2/2015	\$ 142.57												
MCD11	CMS Medicaid	5/4/2015		6/9/2015	\$ 74.99												
MCD11	CMS Medicaid	5/5/2015		6/9/2015	\$ 74.99												
MCD11	CMS Medicaid	5/6/2015		6/9/2015	\$ 74.99												
MCD11	CMS Medicaid	5/7/2015		6/16/2015	\$ 74.99												
MCD11	CMS Medicaid	5/11/2015		6/16/2015	\$ 74.99												
MCD11	CMS Medicaid	5/12/2015		6/16/2015	\$ 74.99												
MCD11	CMS Medicaid	5/14/2015		6/16/2015	\$ 74.99												
MCD11	CMS Medicaid	5/15/2015		6/16/2015	\$ 74.99												
MCD11	CMS Medicaid	5/18/2015		6/16/2015	\$ 74.99												
MCD11	CMS Medicaid	5/19/2015		6/16/2015	\$ 74.99												
MCD11	CMS Medicaid	5/20/2015		6/16/2015	\$ 74.99												
MCD126	Bournwood	2/12/2016	2/26/2016			MEDICAID	SELF PAY	BROOKLINE PHP	RECOVERY EDUCATION SVS	15	\$ 5,266.00	\$ 1,147.97	\$ 798.00	\$ 723.50	\$ 525.00	\$ 525.00	\$ 74.50
MCD126	CMS Medicaid	2/12/2016		3/15/2016	\$ 142.57												
MCD126	CMS Medicaid	2/16/2016		3/15/2016	\$ 142.57												
MCD126	CMS Medicaid	2/17/2016		3/22/2016	\$ 142.57												
MCD126	CMS Medicaid	2/18/2016		3/22/2016	\$ 74.99												
MCD126	CMS Medicaid	2/19/2016		3/22/2016	\$ 142.57												
MCD126	CMS Medicaid	2/22/2016		3/22/2016	\$ 74.99												
MCD126	CMS Medicaid	2/23/2016		3/22/2016	\$ 142.57												
MCD126	CMS Medicaid	2/24/2016		3/22/2016	\$ 142.57												
MCD126	CMS Medicaid	2/26/2016		3/22/2016	\$ 142.57												
MCD15	Bournwood	2/17/2016	3/17/2016			MEDICAID	SELF PAY	BROOKLINE PHP	FAITH HOUSE	28	\$ 7,776.00	\$ 1,695.13	\$ 936.00	\$ 674.09	\$ 980.00	\$ 980.00	\$ 261.91
MCD15	CMS Medicaid	2/17/2016		3/22/2016	\$ 74.99												
MCD15	CMS Medicaid	2/18/2016		3/22/2016	\$ 142.57												

USAO unique id	Information source	Admit Date (or DOS from per CMS)	Discharge Date (Or DOS to per CMS)	Date paid for hospital claim	Amount paid CMS MCR or MCD for Hosp claim	Primary Insurer	Secondary Insurer	Situs of PHP Services	Sober Home	Length of Stay in Sober Home/PHP Program	Hospital PHP Charges	Hospital PHP Payments	Physician Charges	Physician Payments	Sober Bed Charges	Sober Bed Free Care Adjust.	Physician Contr. Adj.
MCD15	CMS Medicaid	2/22/2016		3/22/2016	\$ 142.57												
MCD15	CMS Medicaid	2/23/2016		3/22/2016	\$ 74.99												
MCD15	CMS Medicaid	2/24/2016		3/22/2016	\$ 142.57												
MCD15	CMS Medicaid	2/26/2016		3/22/2016	\$ 142.57												
MCD15	CMS Medicaid	2/29/2016		3/29/2016	\$ 74.99												
MCD15	CMS Medicaid	3/1/2016		3/29/2016	\$ 74.99												
MCD15	CMS Medicaid	3/2/2016		3/29/2016	\$ 74.99												
MCD15	CMS Medicaid	3/3/2016		4/5/2016	\$ 74.99												
MCD15	CMS Medicaid	3/4/2016		4/5/2016	\$ 74.99												
MCD15	CMS Medicaid	3/8/2016		4/5/2016	\$ 74.99												
MCD15	CMS Medicaid	3/9/2016		4/5/2016	\$ 74.99												
MCD15	CMS Medicaid	3/10/2016		4/5/2016	\$ 74.99												
MCD15	CMS Medicaid	3/11/2016		4/5/2016	\$ 74.99												
MCD15	CMS Medicaid	3/14/2016		4/19/2016	\$ 74.99												
MCD15	CMS Medicaid	3/15/2016		4/19/2016	\$ 74.99												
MCD15	CMS Medicaid	3/16/2016		4/19/2016	\$ 74.99												
MCD15	CMS Medicaid	3/17/2016		4/19/2016	\$ 74.99												
MCD180	Bournewood	8/8/2017	8/25/2017			MEDICAID	SELF PAY	BROOKLINE PHP	RECOVERY EDUCATION SVS	18	\$ 8,226.00	\$ 1,793.24	\$ 866.00	\$ 364.03	\$ 630.00	\$ 630.00	\$ 318.97
MCD180	CMS Medicaid	8/8/2017		9/5/2017	\$ 142.57												
MCD2	Bournewood	8/3/2018	8/29/2018			MBHP	SELF PAY	BROOKLINE PHP	ANGELOS DEVELOPMENT	24	\$ 5,746.00	\$ 1,962.31	\$ 866.00	\$ -	\$ 840.00	\$ 840.00	\$ 866.00
MCD2	CMS Medicaid	8/3/2018		8/21/2018	\$ 230.86												
MCD2	CMS Medicaid	8/6/2018		8/21/2018	\$ 230.86												
MCD2	CMS Medicaid	8/8/2018		8/28/2018	\$ 230.86												
MCD2	CMS Medicaid	8/10/2018		8/28/2018	\$ 115.43												
MCD2	CMS Medicaid	8/13/2018		8/28/2018	\$ 115.43												
MCD2	CMS Medicaid	8/14/2018		8/28/2018	\$ 115.43												
MCD2	CMS Medicaid	8/15/2018		8/28/2018	\$ 115.43												
MCD2	CMS Medicaid	8/17/2018		8/28/2018	\$ 115.43												
MCD2	CMS Medicaid	8/20/2018		9/4/2018	\$ 115.43												
MCD2	CMS Medicaid	8/21/2018		9/4/2018	\$ 115.43												
MCD2	CMS Medicaid	8/22/2018		9/4/2018	\$ 115.43												
MCD2	CMS Medicaid	8/24/2018		9/11/2018	\$ 115.43												
MCD2	CMS Medicaid	8/28/2018		9/11/2018	\$ 115.43												
MCD2	CMS Medicaid	8/29/2018		9/11/2018	\$ 115.43												
MCD207	Bournewood	8/17/2018	9/6/2018			MEDICAID	SELF PAY	BROOKLINE PHP	RECOVERY EDUCATION SVS	21	\$ 7,194.00	\$ 1,568.27	\$ 576.00	\$ -	\$ 735.00	\$ 735.00	\$ 576.00
MCD207	CMS Medicaid	8/17/2018		9/18/2018	\$ 142.57												
MCD207	CMS Medicaid	8/20/2018		9/18/2018	\$ 142.57												
MCD207	CMS Medicaid	8/22/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	8/23/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	8/24/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	8/27/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	8/28/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	8/29/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	8/30/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	8/31/2018		9/25/2018	\$ 142.57												
MCD207	CMS Medicaid	9/4/2018		10/2/2018	\$ 142.57												
MCD214	Bournewood	7/9/2019	8/1/2019			MEDICAID	BMC(BEACO	BOURNEWOOD	RECOVERY EDUCATION SVS	24	\$ 7,262.00	\$ 1,215.55	\$ 708.00	\$ -	\$ 840.00	\$ 840.00	\$ 708.00
MCD214	CMS Medicaid	7/9/2019		9/10/2019	\$ 142.57												
MCD214	CMS Medicaid	7/10/2019		9/10/2019	\$ 142.57												
MCD214	CMS Medicaid	7/11/2019		9/10/2019	\$ 142.57												

USAO unique id	Information source	Admit Date (or DOS from per CMS)	Discharge Date (Or DOS to per CMS)	Date paid for hospital claim	Amount paid CMS MCR or MCD for Hosp claim	Primary Insurer	Secondary Insurer	Situs of PHP Services	Sober Home	Length of Stay in Sober Home/PHP Program	Hospital PHP Charges	Hospital PHP Payments	Physician Charges	Physician Payments	Sober Bed Charges	Sober Bed Free Care Adjust.	Physician Contr. Adj.
MCD214	CMS Medicaid	7/12/2019		9/10/2019	\$ 142.57												
MCD214	CMS Medicaid	7/15/2019		9/10/2019	\$ 142.57												
MCD214	CMS Medicaid	7/16/2019		9/10/2019	\$ 142.57												
MCD214	CMS Medicaid	7/17/2019		9/10/2019	\$ 142.57												
MCD214	CMS Medicaid	7/19/2019		8/27/2019	\$ -												
MCD214	CMS Medicaid	7/19/2019		9/10/2019	\$ 142.57												
MCD214	CMS Medicaid	7/22/2019		9/10/2019	\$ 74.89												
MCD214	CMS Medicaid	7/25/2019		8/27/2019	\$ -												
MCD214	CMS Medicaid	7/26/2019		8/27/2019	\$ -												
MCD214	CMS Medicaid	7/29/2019		8/27/2019	\$ -												
MCD214	CMS Medicaid	7/30/2019		8/27/2019	\$ -												
MCD216	Bournewood	10/27/2020	11/11/2020			MBHP	MEDICAID	BROOKLINE PHP	RECOVERY EDUCATION SVS	15	\$ 6,540.00	\$ 3,080.32	\$ 498.00	\$ 195.04	\$ 525.00	\$ 525.00	\$ 302.96
MCD216	CMS Medicaid	10/27/2020		11/10/2020	\$ 423.79												
MCD216	CMS Medicaid	10/28/2020		11/10/2020	\$ 423.79												
MCD216	CMS Medicaid	10/29/2020		11/10/2020	\$ 423.79												
MCD216	CMS Medicaid	11/2/2020		11/24/2020	\$ 423.79												
MCD216	CMS Medicaid	11/3/2020		11/17/2020	\$ 230.86												
MCD216	CMS Medicaid	11/4/2020		11/17/2020	\$ 230.86												
MCD216	CMS Medicaid	11/5/2020		11/17/2020	\$ 230.86												
MCD216	CMS Medicaid	11/6/2020		11/17/2020	\$ 230.86												
MCD216	CMS Medicaid	11/9/2020		11/24/2020	\$ 230.86												
MCD216	CMS Medicaid	11/10/2020		11/24/2020	\$ 230.86												
MCD217	Bournewood	8/10/2021	9/22/2021			MEDICAID	BMC(BEACO	BOURNEWOOD	RECOVERY EDUCATION SVS	44	\$ 17,760.00	\$ 11,356.86	\$ 1,303.00	\$ 555.67	\$ 1,540.00	\$ 1,540.00	\$ 747.33
MCD217	CMS Medicaid	8/10/2021		8/24/2021	\$ 423.79												
MCD217	CMS Medicaid	8/11/2021		8/24/2021	\$ 423.79												
MCD217	CMS Medicaid	8/12/2021		8/24/2021	\$ 423.79												
MCD217	CMS Medicaid	8/13/2021		8/24/2021	\$ 423.79												
MCD217	CMS Medicaid	8/16/2021		8/31/2021	\$ 423.79												
MCD217	CMS Medicaid	8/17/2021		8/31/2021	\$ 423.79												
MCD217	CMS Medicaid	8/18/2021		8/31/2021	\$ 423.79												
MCD217	CMS Medicaid	8/19/2021		8/31/2021	\$ 423.79												
MCD217	CMS Medicaid	8/20/2021		8/31/2021	\$ 423.79												
MCD217	CMS Medicaid	8/23/2021		9/14/2021	\$ 423.79												
MCD217	CMS Medicaid	8/24/2021		9/14/2021	\$ 423.79												
MCD217	CMS Medicaid	8/25/2021		9/14/2021	\$ 423.79												
MCD217	CMS Medicaid	8/26/2021		9/21/2021	\$ 423.79												
MCD217	CMS Medicaid	8/27/2021		9/21/2021	\$ 423.79												
MCD217	CMS Medicaid	8/30/2021		9/21/2021	\$ 423.79												
MCD217	CMS Medicaid	8/31/2021		9/21/2021	\$ 423.79												
MCD217	CMS Medicaid	9/1/2021		9/28/2021	\$ 423.79												
MCD217	CMS Medicaid	9/2/2021		9/28/2021	\$ 423.79												
MCD217	CMS Medicaid	9/3/2021		9/28/2021	\$ 423.79												
MCD217	CMS Medicaid	9/7/2021		9/28/2021	\$ 423.79												
MCD217	CMS Medicaid	9/8/2021		9/28/2021	\$ 423.79												
MCD217	CMS Medicaid	9/10/2021		9/28/2021	\$ 423.79												
MCD217	CMS Medicaid	9/13/2021		10/5/2021	\$ 423.79												
MCD217	CMS Medicaid	9/14/2021		10/5/2021	\$ 423.79												
MCD217	CMS Medicaid	9/15/2021		4/1/2022	\$ 197.65												
MCD217	CMS Medicaid	9/16/2021		4/1/2022	\$ 197.65												
MCD217	CMS Medicaid	9/17/2021		4/1/2022	\$ 197.65												

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MCD217	CMS Medicaid	9/20/2021		4/7/2022	\$ 197.65												
MCD217	CMS Medicaid	9/21/2021		4/7/2022	\$ 197.65												
MCD217	CMS Medicaid	9/22/2021		4/7/2022	\$ 197.65												
MCD222	Bournewood	3/11/2016	4/8/2016			MEDICAID	MEDICARE	BROOKLINE PHP	BRADY'S PLACE	29	\$ 11,496.00	\$ 2,506.09	\$ 936.00	\$ 186.51	\$ 1,015.00	\$ 1,015.00	\$ 76.49
MCD222	CMS Medicaid	3/11/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/14/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/15/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/16/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/17/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/21/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/22/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/23/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/24/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/25/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/28/2016		4/26/2016	\$ 74.99												
MCD222	CMS Medicaid	3/29/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	3/31/2016		4/26/2016	\$ 142.57												
MCD222	CMS Medicaid	4/1/2016		5/3/2016	\$ 142.57												
MCD222	CMS Medicaid	4/4/2016		5/3/2016	\$ 142.57												
MCD222	CMS Medicaid	4/5/2016		5/3/2016	\$ 74.99												
MCD222	CMS Medicaid	4/6/2016		5/3/2016	\$ 142.57												
MCD222	CMS Medicaid	4/7/2016		5/3/2016	\$ 142.57												
MCD222	CMS Medicaid	4/8/2016		5/3/2016	\$ 74.99												
MCD225	Bournewood	11/20/2017	12/5/2017			MEDICAID	BMC(BEACO)	BROOKLINE PHP	BRADY'S PLACE	15	\$ 4,302.00	\$ 1,133.26	\$ 551.00	\$ 165.76	\$ 525.00	\$ 525.00	\$ 385.24
MCD225	CMS Medicaid	11/20/2017		12/19/2017	\$ 142.57												
MCD225	CMS Medicaid	11/21/2017		12/19/2017	\$ 142.57												
MCD225	CMS Medicaid	11/27/2017		1/2/2018	\$ 142.57												
MCD225	CMS Medicaid	11/28/2017		1/2/2018	\$ 142.57												
MCD225	CMS Medicaid	11/29/2017		1/2/2018	\$ 74.99												
MCD225	CMS Medicaid	11/30/2017		1/2/2018	\$ 142.57												
MCD225	CMS Medicaid	12/1/2017		12/19/2017	\$ -												
MCD225	CMS Medicaid	12/5/2017		12/19/2017	\$ -												
MCD239	Bournewood	1/8/2019	1/18/2019			MEDICAID	MBHP	BROOKLINE PHP	BRADY'S PLACE	11	\$ 5,232.00	\$ 997.99	\$ 551.00	\$ -	\$ 385.00	\$ 385.00	\$ 551.00
MCD239	CMS Medicaid	1/8/2019		2/5/2019	\$ 142.57												
MCD239	CMS Medicaid	1/9/2019		2/5/2019	\$ 142.57												
MCD239	CMS Medicaid	1/10/2019		2/5/2019	\$ 142.57												
MCD239	CMS Medicaid	1/11/2019		2/5/2019	\$ 142.57												
MCD239	CMS Medicaid	1/14/2019		2/12/2019	\$ 142.57												
MCD239	CMS Medicaid	1/15/2019		2/12/2019	\$ 142.57												
MCD239	CMS Medicaid	1/16/2019		2/12/2019	\$ 142.57												
MCD239	CMS Medicaid	1/18/2019		1/29/2019	\$ -												
MCD24	Bournewood	8/28/2018	9/12/2018			MBHP	SELF-PAY	BROOKLINE PHP	FAITH HOUSE	16	\$ 3,750.00	\$ 1,269.73	\$ 393.00	\$ -	\$ 560.00	\$ 560.00	\$ 393.00
MCD24	CMS Medicaid	8/28/2018		9/11/2018	\$ 230.86												
MCD24	CMS Medicaid	8/29/2018		9/11/2018	\$ 115.43												
MCD24	CMS Medicaid	8/30/2018		9/11/2018	\$ 115.43												
MCD24	CMS Medicaid	8/31/2018		9/11/2018	\$ 115.43												
MCD24	CMS Medicaid	9/4/2018		9/25/2018	\$ 115.43												
MCD24	CMS Medicaid	9/5/2018		9/25/2018	\$ 115.43												
MCD24	CMS Medicaid	9/6/2018		9/25/2018	\$ 115.43												
MCD24	CMS Medicaid	9/7/2018		9/25/2018	\$ 115.43												

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MCD24	CMS Medicaid	9/10/2018		9/25/2018	\$ 115.43												
MCD24	CMS Medicaid	9/12/2018		9/25/2018	\$ 115.43												
MCD27	Bournewood	4/3/2019	4/22/2019			MEDICAID	SELF PAY	BROOKLINE PHP	FAITH HOUSE	20	\$ 8,502.00	\$ 1,853.41	\$ 603.00	\$ -	\$ 700.00	\$ 700.00	\$ 603.00
MCD27	CMS Medicaid	4/3/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/4/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/5/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/8/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/9/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/10/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/11/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/12/2019		5/7/2019	\$ 142.57												
MCD27	CMS Medicaid	4/15/2019		5/14/2019	\$ 142.57												
MCD27	CMS Medicaid	4/16/2019		5/14/2019	\$ 142.57												
MCD27	CMS Medicaid	4/17/2019		5/14/2019	\$ 142.57												
MCD27	CMS Medicaid	4/18/2019		5/21/2019	\$ 142.57												
MCD27	CMS Medicaid	4/19/2019		5/21/2019	\$ 142.57												
MCD3	Bournewood	8/16/2018	9/5/2018			MBHP	SELF PAY	BROOKLINE PHP	ANGELOS DEVELOPMENT	21	\$ 5,402.00	\$ 1,846.88	\$ 551.00	\$ -	\$ 735.00	\$ 735.00	\$ 551.00
MCD3	CMS Medicaid	8/16/2018		9/4/2018	\$ 230.86												
MCD3	CMS Medicaid	8/17/2018		9/4/2018	\$ 230.86												
MCD3	CMS Medicaid	8/20/2018		9/4/2018	\$ 230.86												
MCD3	CMS Medicaid	8/21/2018		9/11/2018	\$ 115.43												
MCD3	CMS Medicaid	8/22/2018		9/11/2018	\$ 115.43												
MCD3	CMS Medicaid	8/23/2018		9/11/2018	\$ 115.43												
MCD3	CMS Medicaid	8/24/2018		9/11/2018	\$ 115.43												
MCD3	CMS Medicaid	8/27/2018		9/18/2018	\$ 115.43												
MCD3	CMS Medicaid	8/28/2018		9/18/2018	\$ 115.43												
MCD3	CMS Medicaid	8/30/2018		9/18/2018	\$ 115.43												
MCD3	CMS Medicaid	8/31/2018		9/18/2018	\$ 115.43												
MCD3	CMS Medicaid	9/4/2018		9/18/2018	\$ 115.43												
MCD3	CMS Medicaid	9/5/2018		9/18/2018	\$ 115.43												
MCD31	Bournewood	1/15/2015	2/12/2015			MEDICAID	NETWORK H	BOURNEWOOD	NEW HORIZON HOUSE	29	\$ 7,228.00	\$ 1,740.56	\$ 505.00	\$ -	\$ 1,015.00	\$ 1,015.00	\$ 505.00
MCD31	CMS Medicaid	1/15/2015		2/17/2015	\$ 142.57												
MCD31	CMS Medicaid	1/16/2015		2/17/2015	\$ 142.57												
MCD31	CMS Medicaid	1/20/2015		2/17/2015	\$ 142.57												
MCD31	CMS Medicaid	1/22/2015		2/17/2015	\$ 142.57												
MCD31	CMS Medicaid	1/23/2015		2/17/2015	\$ 142.57												
MCD31	CMS Medicaid	1/26/2015		2/24/2015	\$ 142.57												
MCD31	CMS Medicaid	1/28/2015		2/24/2015	\$ 142.57												
MCD31	CMS Medicaid	1/30/2015		3/3/2015	\$ 142.57												
MCD31	CMS Medicaid	2/3/2015		2/24/2015	\$ -												
MCD31	CMS Medicaid	2/4/2015		3/3/2015	\$ -												
MCD31	CMS Medicaid	2/5/2015		3/3/2015	\$ -												
MCD31	CMS Medicaid	2/6/2015		3/3/2015	\$ -												
MCD35	Bournewood	10/2/2018	10/31/2018			MBHP	SELF PAY	BROOKLINE PHP	NORTHEAST SPECIALTY HOUSE	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MCD35	CMS Medicaid	10/2/2018		10/16/2018	\$ 230.86												
MCD35	CMS Medicaid	10/3/2018		10/16/2018	\$ 115.43												
MCD35	CMS Medicaid	10/4/2018		10/16/2018	\$ 115.43												
MCD35	CMS Medicaid	10/5/2018		10/16/2018	\$ 115.43												
MCD35	CMS Medicaid	10/8/2018		10/23/2018	\$ 115.43												
MCD35	CMS Medicaid	10/9/2018		10/23/2018	\$ 115.43												

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MCD35	CMS Medicaid	10/11/2018		10/23/2018	\$ 115.43												
MCD35	CMS Medicaid	10/15/2018		10/30/2018	\$ 115.43												
MCD35	CMS Medicaid	10/16/2018		10/30/2018	\$ 115.43												
MCD35	CMS Medicaid	10/18/2018		11/6/2018	\$ 115.43												
MCD35	CMS Medicaid	10/19/2018		11/6/2018	\$ 115.43												
MCD35	CMS Medicaid	10/23/2018		11/13/2018	\$ 115.43												
MCD35	CMS Medicaid	10/24/2018		11/13/2018	\$ 115.43												
MCD35	CMS Medicaid	10/25/2018		11/13/2018	\$ 115.43												
MCD35	CMS Medicaid	10/26/2018		11/13/2018	\$ 115.43												
MCD35	CMS Medicaid	10/30/2018		11/13/2018	\$ 115.43												
MCD35	CMS Medicaid	10/31/2018		11/13/2018	\$ 115.43												
MCD371	Bournewood	3/4/2020	4/1/2020			MEDICAID	SELF PAY	BROOKLINE PHP	BRADY'S PLACE	28	\$ 10,808.00	\$ 7,003.55	\$ 1,233.00	\$ -	\$ 980.00	\$ 980.00	\$ 1,233.00
MCD371	CMS Medicaid	3/4/2020		3/24/2020	\$ 423.79												
MCD371	CMS Medicaid	3/5/2020		3/24/2020	\$ 423.79												
MCD371	CMS Medicaid	3/6/2020		3/24/2020	\$ 423.79												
MCD371	CMS Medicaid	3/9/2020		3/24/2020	\$ 423.79												
MCD371	CMS Medicaid	3/10/2020		3/24/2020	\$ 423.79												
MCD371	CMS Medicaid	3/11/2020		3/24/2020	\$ 423.79												
MCD371	CMS Medicaid	3/13/2020		3/24/2020	\$ 423.79												
MCD371	CMS Medicaid	3/16/2020		3/31/2020	\$ 423.79												
MCD371	CMS Medicaid	3/17/2020		3/31/2020	\$ 423.79												
MCD371	CMS Medicaid	3/18/2020		3/31/2020	\$ 222.91												
MCD371	CMS Medicaid	3/19/2020		3/31/2020	\$ 423.79												
MCD371	CMS Medicaid	3/20/2020		3/31/2020	\$ 423.79												
MCD371	CMS Medicaid	3/23/2020		4/7/2020	\$ 423.79												
MCD371	CMS Medicaid	3/26/2020		4/7/2020	\$ 423.79												
MCD371	CMS Medicaid	3/27/2020		4/7/2020	\$ 423.79												
MCD371	CMS Medicaid	3/30/2020		4/14/2020	\$ 423.79												
MCD371	CMS Medicaid	3/31/2020		4/14/2020	\$ 423.79												
MCD4	Bournewood	9/6/2018	10/3/2018			MBHP	SELF PAY	BROOKLINE PHP	ANGELOS DEVELOPMENT	28	\$ 5,436.00	\$ 1,731.45	\$ 603.00	\$ -	\$ 980.00	\$ 980.00	\$ 603.00
MCD4	CMS Medicaid	9/6/2018		9/25/2018	\$ 230.86												
MCD4	CMS Medicaid	9/7/2018		9/25/2018	\$ 230.86												
MCD4	CMS Medicaid	9/10/2018		9/25/2018	\$ 115.43												
MCD4	CMS Medicaid	9/12/2018		9/25/2018	\$ 115.43												
MCD4	CMS Medicaid	9/13/2018		9/25/2018	\$ 115.43												
MCD4	CMS Medicaid	9/14/2018		9/25/2018	\$ 115.43												
MCD4	CMS Medicaid	9/17/2018		10/2/2018	\$ 115.43												
MCD4	CMS Medicaid	9/18/2018		10/2/2018	\$ 115.43												
MCD4	CMS Medicaid	9/19/2018		10/2/2018	\$ 115.43												
MCD4	CMS Medicaid	9/21/2018		10/9/2018	\$ 115.43												
MCD4	CMS Medicaid	9/25/2018		10/9/2018	\$ 115.43												
MCD4	CMS Medicaid	9/27/2018		11/13/2018	\$ 115.43												
MCD4	CMS Medicaid	9/28/2018		11/13/2018	\$ 115.43												
MCD430	Bournewood	11/11/2020	12/11/2020			MEDICAID	SELF PAY	BROOKLINE PHP	BRADY'S PLACE	30	\$ 14,388.00	\$ 9,323.38	\$ 1,391.00	\$ 1,035.84	\$ 1,050.00	\$ 1,050.00	\$ 355.16
MCD430	CMS Medicaid	11/11/2020		12/1/2020	\$ 423.79												
MCD430	CMS Medicaid	11/12/2020		12/1/2020	\$ 423.79												
MCD430	CMS Medicaid	11/13/2020		12/1/2020	\$ 423.79												
MCD430	CMS Medicaid	11/16/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	11/17/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	11/18/2020		12/22/2020	\$ 423.79												

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MCD430	CMS Medicaid	11/19/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	11/20/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	11/23/2020		1/5/2021	\$ 423.79												
MCD430	CMS Medicaid	11/24/2020		1/5/2021	\$ 423.79												
MCD430	CMS Medicaid	11/25/2020		1/5/2021	\$ 423.79												
MCD430	CMS Medicaid	11/27/2020		1/5/2021	\$ 423.79												
MCD430	CMS Medicaid	11/30/2020		1/19/2021	\$ 423.79												
MCD430	CMS Medicaid	12/1/2020		1/19/2021	\$ 423.79												
MCD430	CMS Medicaid	12/2/2020		1/19/2021	\$ 423.79												
MCD430	CMS Medicaid	12/3/2020		1/19/2021	\$ 423.79												
MCD430	CMS Medicaid	12/4/2020		1/19/2021	\$ 423.79												
MCD430	CMS Medicaid	12/7/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	12/8/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	12/9/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	12/10/2020		12/22/2020	\$ 423.79												
MCD430	CMS Medicaid	12/11/2020		12/22/2020	\$ 423.79												
MCD546	Bournewood	5/14/2018	5/29/2018			MBHP	SELF PAY	BROOKLINE PHP	SOLUTIONS GROUP	16	\$ 5,610.00	\$ 1,962.31	\$ 971.00	\$ -	\$ 560.00	\$ 560.00	\$ 971.00
MCD546	CMS Medicaid	5/14/2018		7/24/2018	\$ 230.86												
MCD546	CMS Medicaid	5/15/2018		7/24/2018	\$ 230.86												
MCD546	CMS Medicaid	5/16/2018		7/24/2018	\$ 230.86												
MCD546	CMS Medicaid	5/17/2018		7/24/2018	\$ 230.86												
MCD546	CMS Medicaid	5/18/2018		7/24/2018	\$ 230.86												
MCD546	CMS Medicaid	5/21/2018		6/5/2018	\$ 230.86												
MCD546	CMS Medicaid	5/22/2018		6/5/2018	\$ 230.86												
MCD546	CMS Medicaid	5/23/2018		6/5/2018	\$ 115.43												
MCD546	CMS Medicaid	5/25/2018		6/12/2018	\$ 115.43												
MCD546	CMS Medicaid	5/29/2018		6/12/2018	\$ 115.43												
MCD555	Bournewood	8/13/2018	8/29/2018			MBHP	SELF PAY	BROOKLINE PHP	SOLUTIONS GROUP	17	\$ 7,262.00	\$ 2,424.03	\$ 761.00	\$ -	\$ 595.00	\$ 595.00	\$ 761.00
MCD555	CMS Medicaid	8/13/2018		9/4/2018	\$ 230.86												
MCD555	CMS Medicaid	8/14/2018		9/4/2018	\$ 230.86												
MCD555	CMS Medicaid	8/15/2018		9/4/2018	\$ 230.86												
MCD555	CMS Medicaid	8/16/2018		9/4/2018	\$ 230.86												
MCD555	CMS Medicaid	8/17/2018		9/4/2018	\$ 230.86												
MCD555	CMS Medicaid	8/20/2018		10/9/2018	\$ 230.86												
MCD555	CMS Medicaid	8/21/2018		10/9/2018	\$ 230.86												
MCD555	CMS Medicaid	8/22/2018		10/9/2018	\$ 230.86												
MCD555	CMS Medicaid	8/23/2018		10/9/2018	\$ 230.86												
MCD555	CMS Medicaid	8/24/2018		10/9/2018	\$ 115.43												
MCD555	CMS Medicaid	8/27/2018		10/9/2018	\$ 115.43												
MCD555	CMS Medicaid	8/28/2018		10/9/2018	\$ 115.43												
MCD558	Bournewood	9/7/2018	9/24/2018			MBHP	SELF PAY	BROOKLINE PHP	SOLUTIONS GROUP	18	\$ 4,026.00	\$ 1,385.16	\$ 393.00	\$ -	\$ 630.00	\$ 630.00	\$ 393.00
MCD558	CMS Medicaid	9/7/2018		9/25/2018	\$ 230.86												
MCD558	CMS Medicaid	9/10/2018		9/25/2018	\$ 230.86												
MCD558	CMS Medicaid	9/11/2018		9/25/2018	\$ 230.86												
MCD558	CMS Medicaid	9/13/2018		10/2/2018	\$ 115.43												
MCD558	CMS Medicaid	9/14/2018		10/2/2018	\$ 115.43												
MCD558	CMS Medicaid	9/17/2018		10/9/2018	\$ 115.43												
MCD558	CMS Medicaid	9/19/2018		10/9/2018	\$ 115.43												
MCD558	CMS Medicaid	9/20/2018		10/9/2018	\$ 115.43												
MCD558	CMS Medicaid	9/21/2018		10/9/2018	\$ 115.43												

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MCD565	Bournewood	4/4/2019	5/28/2019			MBHP	BMC(BEACO)	BROOKLINE PHP	SOLUTIONS GROUP	55	\$ 14,418.00	\$ 6,821.16	\$ 1,076.00	\$ -	\$ 1,925.00	\$ 1,925.00	\$ 1,076.00
MCD565	CMS Medicaid	4/4/2019		5/28/2019	\$ 142.57												
MCD565	CMS Medicaid	4/5/2019		5/28/2019	\$ 142.57												
MCD565	CMS Medicaid	4/6/2019		5/28/2019	\$ 142.57												
MCD565	CMS Medicaid	4/8/2019		5/28/2019	\$ 142.57												
MCD565	CMS Medicaid	5/2/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/3/2019		6/4/2019	\$ 230.86												
MCD565	CMS Medicaid	5/6/2019		6/4/2019	\$ 230.86												
MCD565	CMS Medicaid	5/7/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/9/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/10/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/13/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/14/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/16/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/17/2019		6/4/2019	\$ 115.43												
MCD565	CMS Medicaid	5/21/2019		6/25/2019	\$ 115.43												
MCD565	CMS Medicaid	5/22/2019		6/25/2019	\$ 115.43												
MCD565	CMS Medicaid	5/23/2019		6/25/2019	\$ 115.43												
MCD565	CMS Medicaid	5/24/2019		6/25/2019	\$ 115.43												
MCD6	Bournewood	10/22/2018	11/16/2018			MBHP	SELF PAY	BROOKLINE PHP	ANGELOS DEVELOPMENT	26	\$ 6,434.00	\$ 2,193.17	\$ 761.00	\$ -	\$ 910.00	\$ 910.00	\$ 761.00
MCD6	CMS Medicaid	10/22/2018		11/6/2018	\$ 230.86												
MCD6	CMS Medicaid	10/23/2018		11/6/2018	\$ 230.86												
MCD6	CMS Medicaid	10/24/2018		11/6/2018	\$ 230.86												
MCD6	CMS Medicaid	10/25/2018		11/6/2018	\$ 115.43												
MCD6	CMS Medicaid	10/26/2018		11/6/2018	\$ 115.43												
MCD6	CMS Medicaid	10/30/2018		11/13/2018	\$ 115.43												
MCD6	CMS Medicaid	10/31/2018		11/13/2018	\$ 115.43												
MCD6	CMS Medicaid	11/1/2018		11/20/2018	\$ 115.43												
MCD6	CMS Medicaid	11/2/2018		11/20/2018	\$ 115.43												
MCD6	CMS Medicaid	11/5/2018		11/20/2018	\$ 115.43												
MCD6	CMS Medicaid	11/6/2018		11/20/2018	\$ 115.43												
MCD6	CMS Medicaid	11/7/2018		11/20/2018	\$ 115.43												
MCD6	CMS Medicaid	11/9/2018		11/20/2018	\$ 115.43												
MCD6	CMS Medicaid	11/12/2018		12/4/2018	\$ 115.43												
MCD6	CMS Medicaid	11/14/2018		12/4/2018	\$ 115.43												
MCD6	CMS Medicaid	11/16/2018		12/4/2018	\$ 115.43												
MCD613	Bournewood	1/16/2015	2/11/2015			MEDICAID	SELF PAY	BOURNEWOOD	STEPS TO SOLUTIONS	27	\$ 8,192.00	\$ 1,785.83	\$ 438.00	\$ 75.07	\$ 945.00	\$ 945.00	\$ 362.93
MCD613	CMS Medicaid	1/16/2015		2/17/2015	\$ 142.57												
MCD613	CMS Medicaid	1/20/2015		2/17/2015	\$ 142.57												
MCD613	CMS Medicaid	1/21/2015		2/24/2015	\$ 142.57												
MCD613	CMS Medicaid	1/22/2015		2/24/2015	\$ 142.57												
MCD613	CMS Medicaid	1/23/2015		2/24/2015	\$ 142.57												
MCD613	CMS Medicaid	1/26/2015		2/24/2015	\$ 142.57												
MCD613	CMS Medicaid	1/29/2015		2/24/2015	\$ 142.57												
MCD613	CMS Medicaid	1/30/2015		2/24/2015	\$ 142.57												
MCD613	CMS Medicaid	2/3/2015		3/3/2015	\$ 142.57												
MCD613	CMS Medicaid	2/4/2015		3/3/2015	\$ 142.57												
MCD613	CMS Medicaid	2/5/2015		3/17/2015	\$ 142.57												
MCD613	CMS Medicaid	2/6/2015		3/17/2015	\$ 142.57												
MCD613	CMS Medicaid	2/11/2015		3/17/2015	\$ 74.99												

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MCD634	Bournewood	11/21/2017	12/5/2017			MEDICAID	NETWORK H	BOURNEWOOD	STEPS TO SOLUTIONS	14	\$ 5,266.00	\$ 1,711.84	\$ 656.00	\$ 165.76	\$ 490.00	\$ 490.00	\$ 490.24
MCD634	CMS Medicaid	11/21/2017		12/19/2017	\$ 142.57												
MCD634	CMS Medicaid	11/22/2017		12/19/2017	\$ 142.57												
MCD634	CMS Medicaid	11/24/2017		12/19/2017	\$ 142.57												
MCD634	CMS Medicaid	11/27/2017		1/2/2018	\$ 142.57												
MCD634	CMS Medicaid	11/28/2017		1/2/2018	\$ 142.57												
MCD634	CMS Medicaid	11/29/2017		1/2/2018	\$ 74.99												
MCD634	CMS Medicaid	12/1/2017		12/19/2017	\$ -												
MCD634	CMS Medicaid	12/4/2017		12/19/2017	\$ -												
MCD634	CMS Medicaid	12/5/2017		12/19/2017	\$ -												
MCD639	Bournewood	9/5/2018	10/8/2018			MEDICAID	SELF PAY	BROOKLINE PHP	STEPS TO SOLUTIONS	34	\$ 5,436.00	\$ 1,185.02	\$ 603.00	\$ -	\$ 1,190.00	\$ 1,190.00	\$ 603.00
MCD639	CMS Medicaid	9/5/2018		10/9/2018	\$ 142.57												
MCD639	CMS Medicaid	9/7/2018		10/9/2018	\$ 142.57												
MCD639	CMS Medicaid	9/10/2018		10/9/2018	\$ 74.99												
MCD639	CMS Medicaid	9/12/2018		10/9/2018	\$ 74.99												
MCD639	CMS Medicaid	9/14/2018		10/9/2018	\$ 74.99												
MCD639	CMS Medicaid	9/17/2018		10/16/2018	\$ 74.99												
MCD639	CMS Medicaid	9/19/2018		10/16/2018	\$ 74.99												
MCD639	CMS Medicaid	9/21/2018		10/23/2018	\$ 74.99												
MCD639	CMS Medicaid	9/24/2018		10/23/2018	\$ 74.99												
MCD639	CMS Medicaid	9/26/2018		10/23/2018	\$ 74.99												
MCD639	CMS Medicaid	9/27/2018		10/23/2018	\$ 74.99												
MCD639	CMS Medicaid	10/1/2018		11/6/2018	\$ 74.99												
MCD639	CMS Medicaid	10/2/2018		11/6/2018	\$ 74.99												
MCD639	CMS Medicaid	10/4/2018		11/6/2018	\$ 74.99												
MCR124	Bournewood	1/9/2015	2/13/2015			MEDICARE	MEDICAID	BOURNEWOOD	RECOVERY EDUCATION SVS	36	\$ 9,120.00	\$ 2,646.85	\$ 873.00	\$ 493.37	\$ 1,260.00	\$ 1,260.00	\$ 253.79
MCR124	CMS Medicare	1/9/2015	1/30/2015	2/20/2015	\$ 1,910.29												
MCR124	CMS Medicare	2/4/2015	2/13/2015	3/5/2015	\$ 736.56												
MCR124	CMS Medicare	2/25/2016	2/29/2016	3/24/2016	\$ 594.54												
MCR15	Bournewood	11/11/2015	11/12/2015			MEDICARE	MEDICAID	BROOKLINE PHP	FAITH HOUSE	2	\$ 608.00	\$ 184.14	\$ 183.00	\$ 115.54	\$ 70.00	\$ 70.00	\$ 37.99
MCR15	CMS Medicare	11/11/2015	11/11/2015	12/4/2015	\$ 184.14												
MCR166	Bournewood	2/25/2016	3/4/2016			MEDICARE	MEDICAID	BROOKLINE PHP	RECOVERY EDUCATION SVS	9	\$ 3,040.00	\$ 990.90	\$ 323.00	\$ 178.54	\$ 315.00	\$ 315.00	\$ 98.90
MCR166	CMS Medicare	3/2/2016	3/3/2016	4/1/2016	\$ 396.36												
MCR18	Bournewood	3/15/2016	4/11/2016			MEDICARE	MEDICAID	BROOKLINE PHP	FAITH HOUSE	28	\$ 10,944.00	\$ 3,567.24	\$ 971.00	\$ 556.47	\$ 980.00	\$ 980.00	\$ 272.57
MCR18	CMS Medicare	3/15/2016	3/31/2016	4/22/2016	\$ 2,378.16												
MCR18	CMS Medicare	4/1/2016	4/11/2016	5/5/2016	\$ 1,189.08												
MCR2	Bournewood	8/13/2018	9/4/2018			MEDICARE	MEDICAID	BROOKLINE PHP	ANGELOS DEVELOPMENT	23	\$ 8,512.00	\$ 2,703.54	\$ 1,128.00	\$ 668.22	\$ 805.00	\$ 805.00	\$ 285.82
MCR2	CMS Medicare	8/13/2018	8/17/2018	9/13/2018	\$ 965.55												
MCR2	CMS Medicare	8/20/2018	8/24/2018	9/21/2018	\$ 772.44												
MCR2	CMS Medicare	8/27/2018	8/31/2018	9/28/2018	\$ 965.55												
MCR218	Bournewood	1/11/2017	2/8/2017			MEDICARE	MEDICAID	BROOKLINE PHP	RECOVERY EDUCATION SVS	29	\$ 9,728.00	\$ 3,298.51	\$ 551.00	\$ 301.12	\$ 1,015.00	\$ 1,015.00	\$ 169.88
MCR218	CMS Medicare	1/11/2017	1/13/2017	2/10/2017	\$ 582.09												
MCR218	CMS Medicare	1/17/2017	1/20/2017	2/17/2017	\$ 582.09												
MCR218	CMS Medicare	1/23/2017	1/27/2017	2/24/2017	\$ 776.12												
MCR218	CMS Medicare	1/30/2017	2/3/2017	3/3/2017	\$ 970.15												
MCR218	CMS Medicare	2/6/2017	2/8/2017	3/20/2017	\$ 388.06												
MCR28	Bournewood	7/24/2017	7/31/2017			MEDICARE	MEDICAID	BROOKLINE PHP	FAITH HOUSE	8	\$ 2,432.00	\$ 776.12	\$ 393.00	\$ 217.86	\$ 280.00	\$ 280.00	\$ 117.26
MCR28	CMS Medicare	7/24/2017	7/28/2017	8/25/2017	\$ 776.12												
MCR3	Bournewood	11/1/2018	11/7/2018			MEDICARE	MEDICAID	BROOKLINE PHP	ANGELOS DEVELOPMENT	7	\$ 608.00	\$ 193.11	\$ 334.00	\$ 258.13	\$ 245.00	\$ 245.00	\$ 75.87
MCR3	CMS Medicare	11/1/2018	11/1/2018	11/30/2018	\$ 193.11												

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MCR308	Bournewood	3/8/2018	4/23/2018			MEDICARE	MEDICAID	BROOKLINE PHP	RECOVERY EDUCATION SVS	47	\$ 13,984.00	\$ 4,441.53	\$ 1,483.00	\$ 1,089.11	\$ 1,645.00	\$ 1,645.00	\$ 393.89
MCR308	CMS Medicare	3/8/2018	3/9/2018	4/6/2018	\$ 386.22												
MCR308	CMS Medicare	3/12/2018	3/16/2018	4/16/2018	\$ 772.44												
MCR308	CMS Medicare	3/21/2018	3/23/2018	4/20/2018	\$ 579.33												
MCR308	CMS Medicare	3/27/2018	3/30/2018	4/27/2018	\$ 772.44												
MCR308	CMS Medicare	4/4/2018	4/4/2018	5/4/2018	\$ 193.11												
MCR308	CMS Medicare	4/9/2018	4/13/2018	5/11/2018	\$ 772.44												
MCR308	CMS Medicare	4/16/2018	4/20/2018	5/17/2018	\$ 772.44												
MCR308	CMS Medicare	4/23/2018	4/23/2018	5/29/2018	\$ 193.11												
MCR337	Bournewood	2/21/2019	4/3/2019			MEDICARE	MEDICAID	BROOKLINE PHP	BRADY'S PLACE	42	\$ 15,808.00	\$ 5,459.22	\$ 2,021.00	\$ 1,594.94	\$ 1,470.00	\$ 1,470.00	\$ 426.06
MCR3378	CMS Medicare	2/21/2019	2/22/2019	3/25/2019	\$ 419.94												
MCR3378	CMS Medicare	2/25/2019	3/1/2019	4/8/2019	\$ 1,049.85												
MCR3378	CMS Medicare	3/5/2019	3/8/2019	4/16/2019	\$ 839.88												
MCR3378	CMS Medicare	3/12/2019	3/15/2019	4/29/2019	\$ 839.88												
MCR3378	CMS Medicare	3/18/2019	3/22/2019	5/9/2019	\$ 629.91												
MCR3378	CMS Medicare	3/25/2019	3/29/2019	5/17/2019	\$ 1,049.85												
MCR3378	CMS Medicare	4/1/2019	4/3/2019	5/28/2019	\$ 629.91												
MCR399	Bournewood	6/25/2018	6/27/2018			MEDICARE	MEDICAID	BROOKLINE PHP	FAITH HOUSE	3	\$ 608.00	\$ 193.11	\$ 183.00	\$ 143.22	\$ 105.00	\$ 105.00	\$ 39.78
MCR399	CMS Medicare	6/25/2018	6/25/2018	7/20/2018	\$ 193.11												
MCR4	Bournewood	11/7/2018	11/27/2018			MEDICARE	MEDICAID	BROOKLINE PHP	ANGELOS DEVELOPMENT	19	\$ 6,688.00	\$ 2,124.21	\$ 778.00	\$ 575.00	\$ 665.00	\$ 665.00	\$ 203.00
MCR4	CMS Medicare	11/7/2018	11/9/2018	12/6/2018	\$ 579.33												
MCR4	CMS Medicare	11/12/2018	11/16/2018	12/21/2018	\$ 965.55												
MCR4	CMS Medicare	11/20/2018	11/23/2018	1/2/2019	\$ 579.33												
MCR427	Bournewood	2/21/2020	3/12/2020			MEDICARE	MEDICAID	BROOKLINE PHP	BRADY'S PLACE	20	\$ 8,512.00	\$ 3,853.50	\$ 1,076.00	\$ 812.60	\$ 700.00	\$ 700.00	\$ 263.40
MCR427	CMS Medicare	2/21/2020	2/21/2020	3/23/2020	\$ 219.29												
MCR427	CMS Medicare	2/24/2020	2/28/2020	4/2/2020	\$ 1,096.45												
MCR427	CMS Medicare	3/2/2020	3/6/2020	4/8/2020	\$ 877.16												
MCR427	CMS Medicare	3/9/2020	3/12/2020	4/20/2020	\$ 877.16												
MCR44	Bournewood	8/28/2019	9/3/2019			MEDICARE	SELF PAY	BROOKLINE PHP	FAITH HOUSE	7	\$ 1,824.00	\$ 629.91	\$ 288.00	\$ 181.87	\$ 245.00	\$ 245.00	\$ 59.74
MCR44	CMS Medicare	8/28/2019	8/30/2019	9/27/2019	\$ 629.91												
MCR45	Bournewood	12/31/2014	1/26/2015			MEDICARE	WELFARE A	BOURNEWOOD	NEW ENGLAND TRANSITIONS	27	\$ 9,120.00	\$ 2,776.13	\$ 840.00	\$ 475.60	\$ 945.00	\$ 945.00	\$ 233.44
MCR45	CMS Medicare	12/31/2014	12/31/2014	1/23/2015	\$ 198.17												
MCR45	CMS Medicare	1/2/2015	1/26/2015	3/4/2015	\$ 2,577.96												
MCR46	Bournewood	12/29/2016	1/4/2017			MEDICARE	WELFARE A	BOURNEWOOD	NEW ENGLAND TRANSITIONS	7	\$ 1,216.00	\$ 396.36	\$ 183.00	\$ 111.86	\$ 245.00	\$ 245.00	\$ 42.80
MCR46	CMS Medicare	12/29/2016	12/30/2016	1/27/2017	\$ 396.36												
MCR463	Bournewood	1/21/2021	2/17/2021			MEDICARE	MEDICAID	BROOKLINE PHP	BRADY'S PLACE	27	\$ 11,552.00	\$ 5,614.31	\$ 1,391.00	\$ 1,076.58	\$ 945.00	\$ 945.00	\$ 314.42
MCR463	CMS Medicare	1/21/2021	1/22/2021	2/12/2021	\$ 483.64												
MCR463	CMS Medicare	1/25/2021	1/29/2021	2/19/2021	\$ 1,209.10												
MCR463	CMS Medicare	2/1/2021	2/5/2021	2/26/2021	\$ 1,209.10												
MCR463	CMS Medicare	2/8/2021	2/12/2021	3/5/2021	\$ 1,209.10												
MCR463	CMS Medicare	2/16/2021	2/17/2021	3/12/2021	\$ 483.64												
MCR468	CMS Medicare	2/18/2022	2/25/2022	3/17/2022	\$ 1,245.30												
MCR468	CMS Medicare	2/28/2022	2/28/2022	3/24/2022	\$ 249.06												
MCR468	CMS Medicare	3/1/2022	3/4/2022	3/31/2022	\$ 996.24												
MCR468	CMS Medicare	3/7/2022	3/10/2022	3/31/2022	\$ 996.24												
MCR48	Bournewood	3/21/2013	4/3/2013			MEDICARE	WELFARE A	BOURNEWOOD	NEW HORIZON HOUSE	12	\$ 3,040.00	\$ 1,077.40	\$ -	\$ -	\$ 420.00	\$ 420.00	\$ -
MCR48	CMS Medicare	3/21/2013	3/29/2013	4/26/2013	\$ 1,077.40												
MCR49	Bournewood	3/22/2013	4/1/2013			MEDICARE	MEDICAID	BOURNEWOOD	NEW HORIZON HOUSE	11	\$ 3,040.00	\$ 1,077.40	\$ -	\$ -	\$ 385.00	\$ 385.00	\$ -
MCR49	CMS Medicare	3/22/2013	3/28/2013	4/26/2013	\$ 1,077.40												
MCR498	Bournewood	2/18/2022	3/10/2022			MEDICARE	MEDICAID	BROOKLINE PHP	BRADY'S PLACE	20	\$ 8,512.00	\$ 4,136.86	\$ 1,008.00	\$ 764.72	\$ 700.00	\$ 700.00	\$ 243.28

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MCR498	CMS Medicare	2/18/2022	2/25/2022	3/17/2022	\$ 1,245.30												
MCR498	CMS Medicare	2/28/2022	2/28/2022	3/24/2022	\$ 249.06												
MCR498	CMS Medicare	3/1/2022	3/4/2022	3/31/2022	\$ 996.24												
MCR498	CMS Medicare	3/7/2022	3/10/2022	3/31/2022	\$ 996.24												
MCR50	Bournewood	7/30/2013	8/8/2013			MEDICARE	MEDICAID	BOURNEWOOD	NEW HORIZON HOUSE	10	\$ 4,864.00	\$ 1,689.36	\$ -	\$ -	\$ 350.00	\$ 350.00	\$ -
MCR50	CMS Medicare	7/30/2013	7/31/2013	8/23/2013	\$ 422.34												
MCR50	CMS Medicare	8/1/2013	8/8/2013	8/30/2013	\$ 1,267.02												
MCR509	Bournewood	4/24/2018	6/1/2018			MEDICARE	MEDICAID	BROOKLINE PHP	SOLUTIONS GROUP	39	\$ 15,200.00	\$ 4,055.31	\$ 2,533.00	\$ 1,813.18	\$ 1,365.00	\$ 1,365.00	\$ 719.82
MCR509	CMS Medicare	4/24/2018	4/27/2018	6/6/2019	\$ -												
MCR509	CMS Medicare	4/30/2018	5/4/2018	5/31/2018	\$ 965.55												
MCR509	CMS Medicare	5/7/2018	5/11/2018	6/8/2018	\$ 965.55												
MCR509	CMS Medicare	5/14/2018	5/18/2018	6/20/2018	\$ 772.44												
MCR509	CMS Medicare	5/21/2018	5/25/2018	6/26/2018	\$ 772.44												
MCR509	CMS Medicare	5/30/2018	6/1/2018	7/10/2018	\$ 579.33												
MCR522	Bournewood	6/13/2018	6/18/2018			MEDICARE	MEDICAID	BROOKLINE PHP	SOLUTIONS GROUP	6	\$ 1,824.00	\$ 579.33	\$ 358.00	\$ 266.32	\$ 210.00	\$ 210.00	\$ 91.68
MCR522	CMS Medicare	6/13/2018	6/15/2018	7/13/2018	\$ 579.33												
MCR528	Bournewood	7/12/2018	8/13/2018			MEDICARE	MEDICAID	BROOKLINE PHP	SOLUTIONS GROUP	30	\$ 13,376.00	\$ 4,248.42	\$ 1,846.00	\$ 1,349.05	\$ 1,050.00	\$ 1,050.00	\$ 496.95
MCR528	CMS Medicare	7/12/2018	7/13/2018	8/10/2018	\$ 386.22												
MCR528	CMS Medicare	7/16/2018	7/20/2018	8/17/2018	\$ 965.55												
MCR528	CMS Medicare	7/23/2018	7/27/2018	8/23/2018	\$ 965.55												
MCR528	CMS Medicare	7/30/2018	8/3/2018	9/4/2018	\$ 965.55												
MCR528	CMS Medicare	8/7/2018	8/10/2018	10/9/2018	\$ 772.44												
MCR528	CMS Medicare	8/13/2018	8/13/2018	10/23/2018	\$ 193.11												
MCR53	Bournewood	6/30/2015	7/20/2015			MEDICARE	SELF PAY	BOURNEWOOD	NEW HORIZON HOUSE	21	\$ 7,904.00	\$ 2,393.82	\$ 918.00	\$ 507.68	\$ 735.00	\$ 735.00	\$ 280.79
MCR53	CMS Medicare	6/30/2015	6/30/2015	7/27/2015	\$ 184.14												
MCR53	CMS Medicare	7/1/2015	7/17/2015	8/14/2015	\$ 2,209.68												
MCR54	Bournewood	8/31/2018	9/4/2018			MEDICARE	MEDICAID	BROOKLINE PHP	NORTHEAST SPECIALTY HOUSE	5	\$ 608.00	\$ 193.11	\$ 330.00	\$ 238.93	\$ 175.00	\$ 175.00	\$ 91.07
MCR54	CMS Medicare	8/31/2018	8/31/2018	9/28/2018	\$ 193.11												
MCR544	Bournewood	6/4/2019	6/11/2019			MEDICARE	SELF PAY	BROOKLINE PHP	SOLUTIONS GROUP	8	\$ 3,040.00	\$ 1,049.85	\$ 498.00	\$ 306.33	\$ 280.00	\$ 280.00	\$ 113.54
MCR544	CMS Medicare	6/4/2019	6/7/2019	7/5/2019	\$ 839.88												
MCR544	CMS Medicare	6/10/2019	6/10/2019	7/24/2019	\$ 209.97												
MCR56	Bournewood	10/2/2018	11/9/2018			MEDICARE	MEDICAID	BROOKLINE PHP	NORTHEAST SPECIALTY HOUSE	39	\$ 16,416.00	\$ 5,213.97	\$ 1,986.00	\$ 1,159.93	\$ 1,365.00	\$ 1,365.00	\$ 615.92
MCR56	CMS Medicare	10/2/2018	10/5/2018	11/2/2018	\$ 772.44												
MCR56	CMS Medicare	10/8/2018	10/12/2018	11/9/2018	\$ 965.55												
MCR56	CMS Medicare	10/15/2018	10/19/2018	11/16/2018	\$ 772.44												
MCR56	CMS Medicare	10/22/2018	10/26/2018	11/26/2018	\$ 772.44												
MCR56	CMS Medicare	10/29/2018	11/2/2018	11/30/2018	\$ 965.55												
MCR56	CMS Medicare	11/5/2018	11/9/2018	12/13/2018	\$ 965.55												
MCR57	Bournewood	10/5/2018	10/30/2018			MEDICARE	MEDICAID	BROOKLINE PHP	NORTHEAST SPECIALTY HOUSE	26	\$ 7,904.00	\$ 2,510.43	\$ 1,251.00	\$ 921.70	\$ 910.00	\$ 910.00	\$ 329.30
MCR57	CMS Medicare	10/15/2018	10/17/2018	11/26/2018	\$ 386.22												
MCR57	CMS Medicare	10/22/2018	10/25/2018	12/13/2018	\$ 772.44												
MCR57	CMS Medicare	10/29/2018	10/30/2018	12/20/2018	\$ 386.22												
MCR58	Bournewood	10/24/2018	11/5/2018			MEDICARE	MEDICAID	BROOKLINE PHP	NORTHEAST SPECIALTY HOUSE	12	\$ 3,040.00	\$ 965.55	\$ 568.00	\$ 420.66	\$ 420.00	\$ 420.00	\$ 147.34
MCR58	CMS Medicare	10/24/2018	10/26/2018	11/26/2018	\$ 579.33												
MCR58	CMS Medicare	10/31/2018	11/1/2018	11/30/2018	\$ 386.22												
MCR6	Bournewood	11/19/2018	11/20/2018			MEDICARE	MEDICAID	BROOKLINE PHP	ANGELOS DEVELOPMENT	2	\$ 608.00	\$ 193.11	\$ 183.00	\$ 147.65	\$ 70.00	\$ 70.00	\$ 35.35
MCR6	CMS Medicare	11/19/2018	11/19/2018	12/14/2018	\$ 193.11												
MCR619	Bournewood	1/27/2014	1/28/2014			MEDICARE	MEDICAID	BOURNEWOOD	STEPS TO SOLUTIONS	2	\$ 608.00	\$ 198.17	\$ -	\$ -	\$ 70.00	\$ 70.00	\$ -
MCR619	CMS Medicare	1/27/2014	1/27/2014	2/20/2014	\$ 198.17												
MCR62	Bournewood	1/23/2013	2/8/2013			MEDICARE	SELF PAY	BOURNEWOOD	RECOVERY EDUCATION SVS	17	\$ 6,080.00	\$ 2,154.80	\$ -	\$ -	\$ 595.00	\$ 595.00	\$ -

USAO unique id	Information source	Admit Date (or DOS from per CMS)	Discharge Date (Or DOS to per CMS)	Date paid for hospital claim	Amount paid CMS MCR or MCD for Hosp claim	Primary Insurer	Secondary Insurer	Situs of PHP Services	Sober Home	Length of Stay in Sober Home/PHP Program	Hospital PHP Charges	Hospital PHP Payments	Physician Charges	Physician Payments	Sober Bed Charges	Sober Bed Free Care Adjust.	Physician Contr. Adj.
MCR62	CMS Medicare	1/23/2013	1/31/2013	2/22/2013	\$ 1,292.88												
MCR62	CMS Medicare	2/1/2013	2/6/2013	3/1/2013	\$ 861.92												
MCR676	Bournewood	10/20/2015	11/17/2015			MEDICARE	MEDICAID	BOURNEWOOD	STEPS TO SOLUTIONS	29	\$ 12,616.00	\$ 3,851.39	\$ 1,076.00	\$ 600.22	\$ 1,015.00	\$ 1,015.00	\$ 322.65
MCR676	CMS Medicare	10/20/2015	10/30/2015	11/20/2015	\$ 1,657.26												
MCR676	CMS Medicare	11/2/2015	11/17/2015	12/14/2015	\$ 2,194.13												
MCR694	Bournewood	7/1/2016	8/2/2016			MEDICARE	SELF PAY	BROOKLINE PHP	STEPS TO SOLUTIONS	30	\$ 10,336.00	\$ 3,369.06	\$ 315.00	\$ 176.39	\$ 1,050.00	\$ 1,050.00	\$ 93.61
MCR694	CMS Medicare	7/1/2016	7/7/2016	7/28/2016	\$ 792.72												
MCR694	CMS Medicare	7/8/2016	7/14/2016	8/5/2016	\$ 792.72												
MCR694	CMS Medicare	7/15/2016	7/20/2016	8/12/2016	\$ 792.72												
MCR694	CMS Medicare	7/22/2016	7/29/2016	8/29/2016	\$ 990.90												
MCR702	Bournewood	1/12/2017	1/17/2017			MEDICARE	MEDICAID	BROOKLINE PHP	STEPS TO SOLUTIONS	6	\$ 1,216.00	\$ 388.06	\$ 183.00	\$ 107.12	\$ 210.00	\$ 210.00	\$ 47.42
MCR702	CMS Medicare	1/12/2017	1/13/2017	2/10/2017	\$ 388.06												
MCR715	Bournewood	1/10/2018	1/12/2018			MEDICARE	MEDICAID	BROOKLINE PHP	STEPS TO SOLUTIONS	3	\$ 608.00	\$ 193.11	\$ 183.00	\$ 140.36	\$ 105.00	\$ 105.00	\$ 42.64
MCR715	CMS Medicare	1/10/2018	1/10/2018	2/9/2018	\$ 193.11												
MCR722	Bournewood	7/3/2019	7/11/2019			MEDICARE	MEDICAID	BOURNEWOOD CAULFIELD CTR	STEPS TO SOLUTIONS	9	\$ 2,432.00	\$ 839.88	\$ 393.00	\$ 306.36	\$ 315.00	\$ 315.00	\$ 86.64
MCR722	CMS Medicare	7/9/2013	7/25/2013	8/16/2013	\$ 2,534.04												
MCR792	CMS Medicare	1/12/2017	1/13/2017	2/10/2017	\$ 388.06												
MCR88	Bournewood	2/25/2014	3/25/2014			MEDICARE	MEDICAID	BOURNEWOOD	RECOVERY EDUCATION SVS	30	\$ 12,160.00	\$ 3,963.40	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00	\$ -
MCR88	CMS Medicare	2/25/2014	2/28/2014	3/21/2014	\$ 792.68												
MCR88	CMS Medicare	3/3/2014	3/25/2014	4/17/2014	\$ 3,170.72												
MCR9	Bournewood	5/15/2014	5/19/2014			MEDICARE	MEDICAID	BOURNEWOOD	FAITH HOUSE	5	\$ 1,216.00	\$ 396.34	\$ -	\$ -	\$ 175.00	\$ 175.00	\$ -
MCR9	CMS Medicare	5/15/2014	5/16/2014	6/12/2014	\$ 396.34												