

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), the Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program (collectively, the “United States”); the State of Florida, acting through the Florida Office of The Attorney General (the “State of Florida”); the State of Minnesota, acting through the Minnesota Office of the Attorney General and on behalf of the Minnesota Department of Human Services (the “State of Minnesota”); Bluestone Physician Services Florida, LLC, Bluestone Physician Services, P.A., Bluestone National, LLC (collectively, “Bluestone”); and Lisa Loscalzo (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. During the relevant period of time, Bluestone provided primary and geriatric health care services to residents of assisted living facilities, group homes, and memory care units in Florida, Minnesota, and Wisconsin.

B. On April 21, 2020, Relator Lisa Loscalzo filed a *qui tam* action in the United States District Court for the Middle District of Florida captioned *United States of America, State of Florida, and State of Minnesota ex rel. Lisa Loscalzo v. Bluestone Physician Services of Florida LLC, Bluestone Physician Services, P.A., Bluestone National, LLC, et al.*, Case No. 2:20-cv-295-FIM-SPC-NPM, and amended it on January 9, 2023, pursuant to the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3730(b), the Florida False Claims Act, Fla. Stat. 68.081 *et seq.*, and the Minnesota False Claims Act, Minn. Stat. ch. 15C.01 *et seq.* (the “Civil Action”).

C. The United States, the State of Florida, and the State of Minnesota contend that Bluestone submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); and the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”).

D. The United States, the State of Florida, and the State of Minnesota contend that they have certain civil claims against Bluestone arising from the submission of claims for the domiciliary rest home visit code for established patients (99337) and for the chronic care management code (99490), which were not provided in conformity with applicable Medicare, Medicaid, and TRICARE requirements during the period from January 1, 2015 through December 31, 2019. That conduct is referred to below as the “Covered Conduct.”

E. This Settlement Agreement is neither an admission of liability by Bluestone nor a concession by the United States, the State of Florida, or the State of Minnesota that its claims are not well founded. Bluestone also denies the allegations of fraud in Paragraph F.

F. On October 13, 2021, the Centers for Medicare & Medicaid Services (“CMS”) suspended certain Medicare payments to Bluestone pursuant to 42 C.F.R. § 405.371(a)(2) (the “Suspension”), based upon a determination by the United States that credible allegations of fraud existed. The total amount held by the United States as of May 17, 2024, as a result of this payment suspension, a sum of \$13,346,161.53, shall be defined as the “Suspended Amount.”

G. Relator claims entitlement under 31 U.S.C. § 3730(d), Fla. Stat 68.081, *et seq.*, and Minn. Stat. ch.15C.01, *et seq.* to a share of the proceeds of this Settlement Agreement and to Relator’s reasonable expenses, attorneys’ fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Bluestone shall pay to the United States, the State of Florida, and the State of Minnesota \$14,902,000.00 (the “Settlement Amount”), of which \$7,451,000.00 is restitution, and interest on the Settlement Amount. No later than twenty (20) days of the Effective Date of this Agreement, Bluestone will make a payment to the United States in the amount of \$1,555,838.47 (\$14,902,000.00 less the Suspended Amount), plus interest on this amount accruing at a rate of 4.75% per annum from January 3, 2024 until the date of payment, which shall satisfy in full Bluestone’s obligations for payment of the Settlement Amount. Bluestone hereby agrees that the United States shall retain the Suspended Amount forevermore, which will be first applied to any outstanding Medicare overpayments determined by CMS or CMS contractor, including any interest, then to the Settlement Amount. Bluestone expressly relinquishes any and all rights of any kind that it may have with respect to those funds, including, but not limited to: any and all claims or rights to have an overpayment determined under 42 C.F.R. § 405.372(c), any and all rights to payment of those funds, and any and all rights to appeal, whether formally or informally and whether administratively or judicially, the right of the United States and/or CMS to retain those funds, and any other rights Bluestone may have to challenge the Suspension in any respect.

A. Within ten (10) days of receipt of the full Settlement Amount, the United States shall make a payment to the State of Florida, in the amount of \$231,581.00, less Relator’s share percentage, by electronic funds transfer pursuant to written instructions from the Office of the Attorney General for the State of Florida (the “Florida Settlement Amount”).

B. Within ten (10) days of receipt of the full Settlement Amount, the United States shall make a payment to the State of Minnesota, in the amount of \$827,937.00 less Relator's share percentage, by electronic funds transfer pursuant to written instructions from the Office of the Attorney General for the State of Minnesota (the "Minnesota Settlement Amount").

C. Within ten (10) days of receipt of the full Settlement Amount, the United States shall make a payment to TRICARE, in the amount of \$80,798.00, less Relator's share percentage, by electronic funds transfer pursuant to written instructions from TRICARE (the "TRICARE Settlement Amount").

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay 19% of the full Settlement Amount to Lisa Loscalzo by electronic funds transfer ("Relator's Share").

3. Bluestone and Relator have reached an agreement that Bluestone shall pay the amount of \$300,000 as full satisfaction of Relator's claims against Bluestone for the Relator's attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d), Fla. Stat. 68.081, *et seq.*, and Minn. Stat. ch.15C.01, *et seq.* Bluestone shall make this payment no later than twenty (20) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions provided by Law Offices of Audrey Hildes Schechter, P.A., counsel for Relator.

4. Subject to the exceptions in Paragraph 11 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Bluestone, together with its current and former parent entities; direct and indirect subsidiaries and entity owners; and the entities which are successors or assigns of any of them from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary

Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 12 (concerning reserved claims) below, and upon the State of Florida's receipt of the Florida Settlement Amount, plus interest due under Paragraph 1, the State of Florida releases Bluestone, together with its current and former parent entities; direct and indirect subsidiaries and entity owners; and the entities which are successors or assigns of any of them from any civil or administrative monetary claim the State of Florida has for any claims submitted or caused to be submitted to the State of Florida's Medicaid Program as a result of the Covered Conduct. Nothing in this Agreement precludes the State of Florida from taking action against entities or persons, or for conduct and practices, in which claims have been reserved in Paragraph 12, below.

6. Subject to the exceptions in Paragraph 13 (concerning reserved claims) below, and upon the State of Minnesota's receipt of the Minnesota Settlement Amount, plus interest due under Paragraph 1, the State of Minnesota releases Bluestone, together with its current and former parent entities; direct and indirect subsidiaries and entity owners; and the entities which are successors or assigns of any of them from any civil or administrative monetary claim the State of Minnesota has for any claims submitted or caused to be submitted to the State of Minnesota's Medicaid Program as a result of the Covered Conduct. Nothing in this Agreement precludes the State of Minnesota from taking action against entities or persons, or for conduct and practices, in which claims have been reserved in Paragraph 13, below.

7. Upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Bluestone, together with its current and former parent entities; direct and indirect subsidiaries and entity owners; and the entities which are successors or assigns of any of them

from any claims the Relator has asserted, could have asserted, or may assert in the future related to the Civil Action, including but not limited to any civil monetary claims Relator has asserted or could assert on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, any civil monetary claims Relator has asserted or could assert on behalf of the State of Florida for the Covered Conduct under Fla. Stat. 68.081 *et seq.*, any civil monetary claims Relator has asserted or could assert on behalf of the State of Minnesota for the Covered Conduct under Minn. Stat. ch.15C.01, *et seq.*, and any retaliation claims Relator has asserted or could assert under 31 U.S.C. § 3730(h), Fla. Stat. sec. 68.088, and Minn. Stat. ch.15C.145.

8. Upon the execution of the United States, State of Florida, State of Minnesota, and Relator's Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1), Bluestone, together with its current and former parent entities; direct and indirect subsidiaries and entity owners; and the entities which are successors or assigns of any of them, releases Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, from any claims Bluestone could have asserted, or may assert in the future related to the Civil Action, including but not limited to any civil monetary claims Bluestone could assert against Relator based upon the action Relator brought on behalf of the United States against Bluestone under the False Claims Act, 31 U.S.C. §§ 3729-3733, on behalf of the State of Florida under Fla. Stat. 68.081 *et seq.*, and on behalf of the State of Minnesota under Minn. Stat. ch.15C.01, *et seq.*, and any retaliation claims Relator has asserted or could assert under 31 U.S.C. § 3730(h), Fla. Stat. sec. 68.088, and Minn. Stat. ch.15C.145.

9. In consideration of the obligations of Bluestone in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Bluestone, and upon the United States' receipt of full payment of the Settlement Amount, plus interest due under

Paragraph 1, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Bluestone under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 11 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Bluestone from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 11, below.

10. In consideration of the obligations of Bluestone set forth in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, plus interest due under Paragraph 1, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Bluestone, together with its current and former parent entities; direct and indirect subsidiaries and entity owners; and the entities which are successors or assigns of any of them under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 11 (concerning reserved claims), below. DHA expressly reserves authority to exclude Bluestone from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 11, below.

11. Notwithstanding the releases given in Paragraphs 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct, including liability for any outstanding Medicare debt;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for failure to deliver goods or services due;
- h. Any liability for a fraudulent transfer or conveyance; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

12. Notwithstanding the releases given in Paragraph 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the State of Florida are specifically reserved and not released:

- a. Any criminal, civil, or administrative liability arising under state revenue codes;
- b. Any criminal liability;
- c. Any civil or administrative liability that any person or entity, including Bluestone, has or may have to Florida or to the individual consumers or state program payors

under any statute, regulation, or rule not expressly covered by the release in Paragraph 5 above, including but not limited to, any and all of the following claims: (i) State of Florida or federal antitrust violations and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

d. Except as explicitly stated in this Agreement, any administrative liability, including exclusion from Florida's Medicaid program;

e. Any liability to the State of Florida (or its agencies) for any conduct other than the Covered Conduct;

f. Any liability based upon obligations created by this Agreement;

g. Any liability of individuals;

h. Any liability for express or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and

j. Any liability for failure to deliver goods or services due.

13. Notwithstanding the releases given in Paragraph 6 of this Agreement, or any other term of this Agreement, the following claims and rights of the State of Minnesota are specifically reserved and not released:

a. Any criminal, civil, or administrative liability arising under state revenue codes;

b. Any criminal liability;

c. Any civil or administrative liability that any person or entity, including Bluestone, has or may have to the State of Minnesota or to individual consumers or state program

payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 6 above, including, but not limited to, any and all of the following claims: (i) claims involving unlawful or illegal conduct based on state or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

d. Any liability to the State of Minnesota for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Except as explicitly stated in this Agreement, any administrative liability or right, including exclusion from the State of Minnesota's Medicaid Program;

g. Any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

i. Any liability for failure to deliver goods or services due; or

j. Any liability of individuals.

14. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, the State of Florida, and the State of Minnesota, along with their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, Fla. Stat. §§ 68.081

et seq., and Minn. Stat. ch.15C.145., and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

15. Bluestone waives and shall not assert any defenses Bluestone may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

16. Bluestone fully and finally releases the United States, the State of Florida, the State of Minnesota, and any of their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Bluestone has asserted, could have asserted, or may assert in the future against the United States, the State of Florida, the State of Minnesota, and their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States', State of Florida's, or State of Minnesota's investigation or prosecution thereof.

17. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), and TRICARE contractor, or any state payer, related to the Covered Conduct; and Bluestone agrees not to resubmit to any Medicare contractor, TRICARE contractor, or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

18. Bluestone agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Bluestone, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Bluestone's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Bluestone makes to the United States pursuant to this Agreement and any payments that Bluestone may make to Relator, including costs and attorneys' fees; and
- (6) negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS.

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as "Unallowable Costs"). However, nothing in Paragraph

18.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Bluestone.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Bluestone, and Bluestone shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Bluestone or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Bluestone further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Bluestone or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Bluestone agrees that the United States, at a minimum, shall be entitled to recoup from Bluestone any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The

United States reserves its rights to disagree with any calculations submitted by Bluestone or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Bluestone or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Bluestone's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

19. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraphs 4-10 and 14-16, above, and Paragraph 20 (waiver for beneficiaries paragraph), below.

20. Bluestone agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

21. Upon receipt of the payment described in Paragraph 1, above, the United States, State of Florida, State of Minnesota, and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The dismissal shall be with prejudice as to Relator as to all claims and all parties in the Civil Action. With respect to the United States, the State of Florida, and the State of Minnesota, the dismissal shall be with prejudice as to the Covered Conduct and without prejudice as to any other conduct or causes of action.

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

23. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

24. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Middle District of Florida. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

25. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

26. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

27. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

28. This Agreement is binding on Bluestone's successors, transferees, heirs, and assigns.

29. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

30. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

31. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 5/21/2024

BY: *Kelley C. Howard-Allen*
KELLEY C. HOWARD-ALLEN
Assistant United States Attorney
Middle District of Florida

DATED: 5/21/2024

BY: *Kristen E. Rau*
KRISTEN E. RAU
Assistant United States Attorney
District of Minnesota

DATED: _____

BY: _____
ERIN COLLERAN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 05/21/2024

BY: BLEY.PAUL.NICHOLAS.1099873821 Digitally signed by BLEY.PAUL.NICHOLAS.1099873821
Date: 2024.05.21 16:12:27 -04'00'
for SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

STATE OF FLORIDA

DATED: _____

BY: _____
JOHN M. GUARD
Chief Deputy Attorney General for the State of Florida

THE UNITED STATES OF AMERICA

DATED: 5/21/2024

BY: *Kelley C. Howard-Allen*
KELLEY C. HOWARD-ALLEN
Assistant United States Attorney
Middle District of Florida

DATED: 5/21/2024

BY: *Kristen E. Rau*
KRISTEN E. RAU
Assistant United States Attorney
District of Minnesota

DATED: _____

BY: _____
ERIN COLLERAN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 05/28/24

BY: SUSAN GILLIN Digitally signed by SUSAN GILLIN
Date: 2024.05.28 14:47:16 -04'00'
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

STATE OF FLORIDA

DATED: _____


BY: _____
JOHN M. GUARD
Chief Deputy Attorney General for the State of Florida

THE UNITED STATES OF AMERICA

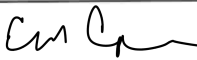
DATED: _____

BY: _____
KELLEY C. HOWARD-ALLEN
Assistant United States Attorney
Middle District of Florida

DATED: 5/21/2024

BY: 
KRISTEN E. RAU
Assistant United States Attorney
District of Minnesota

DATED: 5/28/24

BY: 
ERIN COLLERAN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense


STATE OF FLORIDA

DATED: May 23, 2024

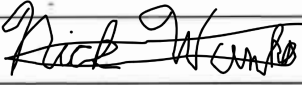
BY: 
JOHN M. GUARD Adobe Acrobat Sign Transaction Number: CBJCHBCAABAawA2FkZzOysfvzXmqWf1Kay1xabdc2qTc
Chief Deputy Attorney General for the State of Florida

STATE OF MINNESOTA

DATED: 5-23-2024

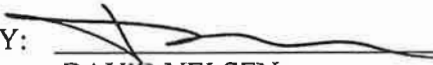
BY: 
THOMAS JOHNSON
Deputy Inspector General
Minnesota Department of Human Services

DATED: 5-24-24

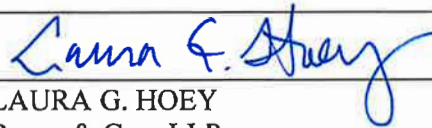
BY: 
NICHOLAS WANKA
Director, Medicaid Fraud Control Unit
Minnesota Attorney General's Office

BLUESTONE – DEFENDANT

DATED: 5/21/24

BY: 
DAVID NELSEN
Chief Financial Officer
Bluestone Physician Services Florida, LLC, Bluestone
Physician Services, P.A., Bluestone National, LLC

DATED: 5/21/24

BY: 
LAURA G. HOEY
Ropes & Gray LLP
Counsel for Bluestone

LISA LOSCALZO – RELATOR

DATED: _____

BY: _____
Lisa Loscalzo

DATED: _____

BY: _____
AUDREY H. SCHECHTER
ANDREA FISCHER
Counsel for Relator

STATE OF MINNESOTA

DATED: _____

BY: _____
THOMAS JOHNSON
Deputy Inspector General
Minnesota Department of Human Services

DATED: _____

BY: _____
NICHOLAS WANKA
Director, Medicaid Fraud Control Unit
Minnesota Attorney General's Office

BLUESTONE – DEFENDANT

DATED: 5/21/24

BY: _____
DAVID NELSEN
Chief Financial Officer
Bluestone Physician Services Florida, LLC, Bluestone
Physician Services, P.A., Bluestone National, LLC

DATED: 5/21/24

BY: _____
Laura G. Hoey
LAURA G. HOEY
Ropes & Gray LLP
Counsel for Bluestone

LISA LOSCALZO – RELATOR

DATED: 5/21/24

BY: _____
Lisa Loscalzo
Lisa Loscalzo

DATED: 5/21/2024

BY: _____
Audrey H. Schechter
AUDREY H. SCHECHTER
ANDREA FISCHER
Counsel for Relator