

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, and THE STATE OF	:
NEW YORK <i>ex rel.</i> ELLYN D. WARD,	:
	:
Plaintiffs,	:
	:
-against-	14-CV-4201 (FB) (RML)
	:
MJHS HOSPICE AND PALLIATIVE CARE, INC. and	:
METROPOLITAN JEWISH HEALTH SYSTEM	:
FOUNDATION,	:
	:
Defendants.	X

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) (collectively, the “United States”); the State of New York (the “State”), acting through the New York State Office of the Attorney General, Medicaid Fraud Control Unit (“MFCU”); MJHS Hospice and Palliative Care, Inc. (“MJHS Hospice”); and Ellyn Ward (“Relator”), (hereinafter all of the above are collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. MJHS Hospice is a New York not-for-profit corporation providing hospice care to Medicare and Medicaid beneficiaries and others in the Eastern District of New York.

B. At all relevant times MJHS Hospice was and is enrolled as a healthcare provider in the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll

(“Medicare”) and New York State’s Medical Assistance Program (“Medicaid Program” or “Medicaid”).

C. Medicare and Medicaid reimburse enrolled healthcare providers for services rendered to beneficiaries of the programs.

D. On or about July 8, 2014, Relator filed a *qui tam* action in the United States District Court for the Eastern District of New York captioned *United States of America and New York State ex rel. Ellyn Ward v. MJHS Hospice and Palliative Care Inc. and Metropolitan Jewish Health System Foundation*, 14-cv-4201(FB)(RML), pursuant to the False Claims Act, 31 U.S.C. § 3730(b) and the New York State False Claims Act, New York State Finance Law § 190 (the “Civil Action”), alleging, among other things, that MJHS Hospice violated the False Claims Act (“FCA”) and the New York False Claims Act (“NYS FCA”) by knowingly presenting fraudulent claims, or by knowingly causing false claims to be presented, to Medicare Part A, Medicaid, and Medicare Part D. On or about February 13, 2017, Relator filed an amended complaint. The United States and the State partially intervened in the Civil Action.

E. The United States and the State contend that MJHS Hospice submitted or caused to be submitted claims for payment for services rendered to MJHS Hospice patients at heightened levels of care for which they did not qualify.

i. Specifically, the United States contends that:

- a) From January 1, 2011 to December 31, 2015, MJHS Hospice submitted or caused to be submitted to Medicare claims for the Continuous Home Care level of care for patients who did not qualify for this heightened level of care; and

- b) From January 1, 2012 to December 31, 2012, MJHS Hospice submitted or caused to be submitted to Medicare claims for the General Inpatient level of care for patients who did not qualify for this heightened level of care; and
- ii. The United States and the State contend that from January 1, 2011 to December 31, 2015, MJHS Hospice submitted or caused to be submitted false claims to the New York Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”) for the Continuous Home Care level of care for patients who did not qualify for this heightened level of care

F. The United States and the State further contend that the conduct described in Paragraph E, referred to hereafter as the “Covered Conduct,” gives rise to civil claims against MJHS under the FCA, NYS FCA, other federal and New York statutes, and the common law.

G. MJHS Hospice wishes to resolve its alleged civil liability for the Covered Conduct.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) and under New York State Fin. Law § 190(6) 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. MJHS Hospice shall pay \$5,225,000 (“Total Settlement Amount”) as follows:

a. MJHS Hospice shall pay to the United States \$4,850,000 (“Federal Settlement Amount”), of which \$2,425,000 is restitution, in two installments:

i. MJHS Hospice shall pay \$2,425,000 no later than 15 days after the Effective Date of this Agreement and shall pay the remaining \$2,425,000 no later than September 30, 2020, both by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of New York. Of the Federal Settlement Amount, \$4,600,000 is the federal Medicare settlement amount and \$250,000 represents the federal Medicaid settlement share.

b. MJHS Hospice shall pay to the State \$375,000 (“State Settlement Amount”) in two installments:

i. MJHS Hospice shall pay the State \$187,500 no later 15 days after the Effective Date of this Agreement and shall pay the remaining \$187,500 no later than September 30, 2020, both by electronic funds transfer pursuant to written instructions to be provided by the State. The State Settlement amount represents the State Medicaid share of the Total Settlement Amount.

2. Conditioned upon the United States receiving the Federal Settlement Amount from MJHS Hospice and as soon as feasible after receipt of each installment, the United States shall pay Eighteen Percent (18%) of the Federal Settlement Amount, for a total of Eight Hundred Seventy Three Thousand Dollars (\$873,000), to Relator by electronic funds transfer pursuant to

written instructions to be provided to the Office of the United States Attorney for the Eastern District of New York.

3. Conditioned upon the State receiving the State Settlement Amount from MJHS Hospice and as soon as feasible after receipt of each installment, the State shall pay Eighteen Percent (18%) of the State Settlement Amount, for a total of Sixty Seven Thousand Five Hundred Dollars (\$67,500), to Relator by electronic funds transfer, pursuant to written instructions to be provided to the New York State Office of the Attorney General, Medicaid Fraud Control Unit.

4. Conditioned on execution of the Settlement Agreement and dismissal of the Civil Action consistent with Paragraph 21, and in consideration of the Release in Paragraph 7, MJHS Hospice shall pay to Relator sixty three thousand dollars (\$63,000) in full and final satisfaction of any and all claims for attorney's fees, expenses and costs related to the Civil Action, pursuant to 31 U.S.C. § 3730(d)(1), and twenty thousand dollars (\$20,000) for any and all statutory or common law claims for expenses, attorney's fees and costs and/or wrongful or unlawful termination claims under 31 U.S.C. § 3730(h), within fifteen (15) days of the Effective Date of the Agreement, by electronic funds transfer, pursuant to written instructions provided by counsel for Relator. Relator and her counsel represent and warrant that they have not assigned, subrogated, or transferred any claims or any interest in any claims falling within the scope of this Paragraph, or Paragraphs 2 or 3.

5. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon MJHS Hospice's full payment of the Federal Settlement Amount, the United States releases MJHS Hospice from any civil monetary claim the United States has for the Covered Conduct under the FCA; 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.

6. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon MJHS Hospice's full payment of the State Settlement Amount, the State releases MJHS Hospice from any civil monetary claim the State has for the Covered Conduct under the NYS FCA; N.Y. Exec. Law § 63 (12); N.Y. Exec. Law § 63-c; N.Y. Soc. Servs. Law § 145-b; or the common law theories of payment by mistake, unjust enrichment, and fraud.

7. Upon the full payment of the Settlement Amount by MJHS Hospice, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, fully and finally release MJHS Hospice, together with their current and former shareholders; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; officers, directors, employees, attorneys, and agents; and the successors and assigns of any of them, from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, or on behalf of the State for the Covered Conduct under State Fin. Law § 189 et seq., and from all liability, claims, demands, actions, or causes of action whatsoever, whether known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or in common law, that Relator, her heirs, successors, attorneys, agents and assigns otherwise would have standing to bring as of the date of this Agreement, including any liability to Relator arising from or relating to her employment at MJHS Hospice or any claims Relator asserted or could have asserted in the Civil Action.

8. Notwithstanding the releases given in Paragraphs 5, 6, and 7 of this Agreement, or any other term of this Agreement, the following claims of the United States and the State are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any civil or administrative liability arising under New York state revenue codes;
- c. Any criminal liability;
- d. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Federal health care programs;
- e. Any administrative liability, including mandatory or permissive exclusion from the New York State's Medicaid Program;
- f. Any civil or administrative liability that any person or entity, including MJHS Hospice and its officers, agents, and employees, has or may have to the State 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 claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection or antitrust laws;
- g. Any liability to the United States (or its agencies) or the State (or its agencies) for any conduct other than the Covered Conduct;

- h. Any liability which may be asserted by or on behalf of any payor or insurer paid by the State's Medicaid program on a capitated basis, other than liability of MJHS Hospice to the State for the Covered Conduct;
- i. Any liability for personal injury, patient abuse, or neglect arising from the Covered Conduct;
- j. Any liability based upon obligations created by this Agreement; and
- k. Any liability of individuals.

9. 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) and N.Y. State Fin. Law § 190(5)(b)(ii).

10. Conditioned upon Relator's receipt of the payments described in Paragraphs 2 and 3, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and the State, and 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 or N.Y. Fin. Law § 190 (5)(b)(ii), and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

11. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases MJHS Hospice, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) and N.Y. Fin. Law § 190(6) for expenses or attorney's fees and costs.

12. In consideration of the obligations of Relator as set forth in this Agreement, MJHS Hospice and its officers, agents, and employees hereby fully, finally, and irrevocably release

Relator and her heirs, successors, attorneys, agents, and assigns, from any and all rights, claims, expenses, debts, liabilities, demands, obligations, costs, damages, injuries, actions, and causes of action of every nature, whether known or unknown, suspected or unsuspected, in law or in equity, that they had, have, or may have, against Relator arising out of the Civil Action, and Relator's investigation and prosecution thereof.

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

14. MJHS Hospice waives and shall not assert any defenses MJHS Hospice 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.

15. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the State concerning the characterization of the Total State Settlement Amount for purposes of the New York State Tax Law.

16. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any federal or state payor (e.g., Medicare Administrative Contractor, Medicaid contractor, fiscal intermediary, carrier), related to the

Covered Conduct; and MJHS Hospice agrees not to resubmit to any federal or state payor 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.

17. MJHS Hospice 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. §§ 1395-1395III-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of MJHS Hospice, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) any United States' and/or any State's audit(s) and civil or criminal investigation(s) of the matters covered by this Agreement;
- (3) MJHS Hospice's investigation, defense, and corrective actions undertaken in response to any United States' and/or any State's audit(s) and civil or criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment MJHS Hospice makes to the United States and the State pursuant to this Agreement and any payments that MJHS Hospice may make to Relator, including costs and attorneys fees 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).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by MJHS Hospice, and MJHS Hospice 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 MJHS Hospice or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: MJHS Hospice 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 MJHS Hospice 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. MJHS Hospice agrees that the United States and/or New York State, at a minimum, shall be entitled to recoup from MJHS Hospice 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, and/or New York State. The United States and New York State reserves their rights to disagree with

any calculations submitted by MJHS Hospice or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on MJHS Hospice's 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 or the State to audit, examine, or re-examine MJHS Hospice's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

18. 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 Paragraph 19 (waiver for beneficiaries paragraph), below.

19. MJHS Hospice 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.

20. MJHS Hospice agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this Paragraph affects MJHS Hospice's (a) testimonial obligations or (b) right to take contrary legal or factual positions in defense of litigation or other proceedings to which the United States and the State are not parties.

21. MJHS Hospice warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment of the Total Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the

mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to MJHS Hospice within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which MJHS was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

22. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, MJHS Hospice commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of MJHS Hospice's debts, or seeking to adjudicate MJHS Hospice as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for MJHS Hospice or for all or any substantial part of MJHS Hospice's assets, MJHS Hospice agrees as follows:

- a. MJHS Hospice's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and MJHS Hospice shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) MJHS Hospice's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) MJHS Hospice was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States or the State of New York;; or (iii) the mutual promises,

covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to MJHS Hospice.

- b. If MJHS Hospice's obligations to the United States and/or the State under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, and/or the State, at its option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against MJHS Hospice for the claims that would otherwise be covered by the releases provided in Paragraphs 5 and 6, above. MJHS Hospice agrees that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and MJHS Hospice shall not argue or otherwise contend that the United States' and/or the State's claims, actions, or proceedings are subject to an automatic stay; (ii) MJHS Hospice shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States and/or the State within 90 calendar days of written notification to MJHS Hospice that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of the Agreement (iii) the United States has a valid claim against MJHS Hospice in the amount of at least \$4,850,000; (iv) the State of New York has a

valid claim against MJHS Hospice in an amount no less than \$375,000, plus civil penalties to be determined by the Court and (v) the United States and/or the State may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

- c. MJHS Hospice acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

23. In the event that MJHS Hospice fails to pay the Federal and/or State Settlement Amount by the due dates of the required payments as set forth in Paragraph 1 above, MJHS Hospice shall be in default of this Agreement. In the event of a default, the entire unpaid amount of the Federal and/or State Settlement Amount shall be immediately due and payable, and interest shall accrue on the remaining unpaid Total Settlement Amount at a rate of twelve percent per annum until the default is cured. In the event of a default, the United States and/or the State will provide written notice of the default, to be sent by overnight delivery service to the undersigned attorney for MJHS Hospice. If the default is not cured within seven calendar days after the United States or the State sends notice of the default, the United States and/or the State may at its option declare or do any of the following:

- a. Reinstitute an action or actions against MJHS Hospice, and any other person, in this court through the Civil Action or an amended pleading;
- b. Seek specific performance of the Agreement;
- c. Rescind its agreement to this Agreement and pursue all available remedies;
- d. Any dismissals agreed to herein by the United States and/or the State shall be null and void, and the United States and/or the State respectively may declare

the Federal and/or State Settlement Amount, referenced in Paragraph 1 above, less any payments already made, immediately due and payable, with unpaid amounts bearing the default rate of interest of twelve percent until payment of the Total Settlement Amount plus said interest, is made in full;

- e. Offset the remaining unpaid balance of the Federal and/or State Settlement Amount from any amounts due and owing MJHS Hospice by any department, agency or agent of the United States and/or the State, respectively, at the time of default, which MJHS Hospices hereby agree to and waive any administrative, judicial or other remedies; or
- f. Exercise any other rights granted by law, or under the terms of this Agreement, or recognizable at common law or in equity.

Acceptance by the United States and/or the State of late payment with interest shall not cure any other default hereunder.

24. In the event the United States and/or the State opts to rescind this Agreement pursuant to Paragraph 23, MJHS Hospice expressly agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that relate to the Covered Conduct, except to the extent such defense was available on the date Relator's original complaint was filed.

25. Upon receipt of the payment described in Paragraphs 1 and 2, above, the Parties 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 action shall be dismissed in its entirety with prejudice as to the Relator; and, shall be dismissed with prejudice as to the United States and State of New

York for allegations related to the Covered Conduct and without prejudice as to all other allegations.

26. Any failure by the United States or the State to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the United States and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

27. Except as provided in Paragraph 4, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

29. 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 Eastern District of New York. 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.

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

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

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

33. This Agreement is binding on MJHS Hospice's successors, transferees, heirs, and assigns.

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

35. All parties consent to the United States' and the State's disclosure of this Agreement, and information about this Agreement, to the public.

36. 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

SETH D. DUCHARME
Acting United States Attorney

DATED: 8/7/2020

BY: LISA KUTLIN Digitally signed by LISA KUTLIN
Date: 2020.08.07 11:54:14 -04'00'
Lisa D. Kutlin
Assistant United States Attorney
Eastern District of New York

DATED: 08/07/2020

BY: 
Li
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

THE STATE OF NEW YORK

LETITIA JAMES

Attorney General of the State of New York

DATED: _____

BY: _____
Ting Ting Tam
Special Assistant Attorney General
Medicaid Fraud Control Unit

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THE UNITED STATES OF AMERICA

SETH D. DUCHARME
Acting United States Attorney

DATED: _____

BY: _____
Lisa D. Kutlin
Assistant United States Attorney
Eastern District of New York

DATED: _____

BY: _____
Lisa M. Re
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

THE STATE OF NEW YORK

LETITIA JAMES

Attorney General of the State of New York

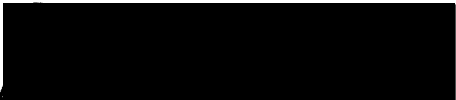
DATED: August 5, 2020

BY: /s/ Ting Ting Tam
Ting Ting Tam
Special Assistant Attorney General
Medicaid Fraud Control Unit

MJHS Hospice and Palliative Care, Inc. - DEFENDANT


DATED: 08-05-2020

BY:


Robert E. Leamer
Executive Vice President
General Counsel
Chief Administrative Officer
MJHS Hospice and Palliative Care, Inc.

DATED: 08-05-2020

BY:


Kathleen McDermott, Esq.
MORGAN, LEWIS & BOCKIUS LLP
Counsel for MJHS Hospice and Palliative Care, Inc.

Ellyn Ward - RELATOR

DATED: _____

BY:

Ellyn Ward

DATED: _____

BY:

Geoffrey R. Kaiser, Esq.
KAISER LAW FIRM PLLC
Counsel for Ellyn Ward

MJHS Hospice and Palliative Care, Inc. - DEFENDANT

DATED: _____

BY: _____

Robert E. Leamer
Executive Vice President
General Counsel
Chief Administrative Officer
MJHS Hospice and Palliative Care, Inc.

DATED: _____

BY: _____

Kathleen McDermott, Esq.
MORGAN, LEWIS & BOCKIUS LLP
Counsel for MJHS Hospice and Palliative Care, Inc.

Ellyn Ward - RELATOR

DATED: 8/4/20

BY: _____

Ellyn Ward

DATED: 8/4/20

BY: _____

Geoffrey R. Kaiser, Esq.
KAISER LAW FIRM PLLC
Counsel for Ellyn Ward