

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 Commonwealth of Massachusetts (“Massachusetts”), acting through the Massachusetts Office of the Attorney General and on behalf of the Massachusetts Executive Office of Health and Human Services; First Psychiatric Planners, Inc., d/b/a Bournewood Health Systems and Bournewood Hospital; and Relator David Perry (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. First Psychiatric Planners, Inc., d/b/a Bournewood Health Systems and Bournewood Hospital (“Bournewood”), is a Massachusetts corporation with a principal place of business at 300 South Street, Brookline, MA 02167. Bournewood is a behavioral health organization that provides, in pertinent part, inpatient and outpatient care for patients requiring mental health services and substance use disorder services. Bournewood operates a partial hospitalization program for patients seeking further intensive treatment post-detoxification through an outpatient program as an alternative to inpatient psychiatric hospitalization.

B. On September 10, 2021, Relator filed a qui tam action in the United States District Court for the District of Massachusetts captioned *United States and the Commonwealth of Massachusetts ex rel. David Perry v. Bournewood, Inc. d/b/a Bournewood Health Systems and First Psychiatric Planners, Inc.*, No. 21-cv-11483-WGY, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). Massachusetts intervened in the Civil Action on March 19, 2023. The United States intervened in the Civil Action on March 22, 2023. The United States and Massachusetts filed their Complaint-In-Intervention on September

15, 2023. The United States and Massachusetts filed a First Amended Complaint-In-Intervention on October 2, 2023.

C. The United States and Massachusetts contend that Bournewood submitted, or caused to be submitted, claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395III (“Medicare”); and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

D. Bournewood admits and acknowledges the following facts in subparagraphs (1) through (4):

1. From at least September 16, 2013 through May 31, 2022, Bournewood contracted with sober homes to house patients receiving Federal or Massachusetts health care program benefits of Bournewood’s partial hospitalization program. Per those contracts, Bournewood only paid housing fees to sober homes on behalf of a patient if that patient enrolled in and attended Bournewood’s partial hospitalization program.

2. Between September 16, 2013 and December 31, 2017, Bournewood paid sober homes to house patients receiving Federal or Massachusetts health care program benefits that enrolled in Bournewood’s partial hospitalization program, without uniformly enforcing specified financial conditions. Between January 1, 2018 and May 31, 2022, Bournewood paid sober homes to house patients receiving Federal or Massachusetts health care program benefits that enrolled in its partial hospitalization program, if the patients met certain financial conditions. At no time did Bournewood’s financial conditions require a patient to be homeless or housing insecure.

3. Once those patients ceased attending Bournewood’s partial hospitalization program, for whatever reason, Bournewood stopped paying a sober home to house those patients, regardless of the patient’s financial condition or housing availability.

4. Bournewood volitionally stopped paying sober homes to house patients enrolled in its partial hospitalization program in May 2022 after discussing the issue with representatives of the United States and Massachusetts, which had opened an investigation into this practice.

E. The United States and Massachusetts contend that they have certain civil claims against Bournewood from conduct alleged in the United States' and Massachusetts' First Amended Complaint-In-Intervention. That conduct is referred to below as the "Covered Conduct."

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Bournewood shall pay to the United States and Massachusetts a minimum of \$5,500,000, but no more than \$6,500,000, under the conditions described below, and interest on the \$5,500,000 at a rate of 4.625% per annum from June 11, 2024 ("Settlement Amount"), all of which constitutes restitution.

a. Bournewood collectively shall pay the United States and Massachusetts, \$5,500,000, over four years in annual payments plus interest, according to the schedule set out in Exhibits A and B to this Agreement.

b. In addition, Bournewood shall pay the United States and Massachusetts 20% of its net income exceeding \$2,000,000 each fiscal year ("Contingency Payments"), with the aggregate total sum of net income paid not to exceed \$1,000,000. Bournewood will calculate its net income thirty (30) days after the ending of Bournewood's fiscal year on

December 31. For each Contingency Payment required to be made under this provision, Bournewood shall pay 70% to Massachusetts and 30% to the United States, with the total not to exceed \$700,000 for Massachusetts, and \$300,000 for the United States.

Bournewood shall make these Contingency Payments within ninety (90) days after the ending date of Bournewood's fiscal year for 2025 through 2027.

c. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

d. If Bournewood is sold, merged, or transferred, or over 50% of the assets of Bournewood are sold, merged, or transferred into another non-affiliated entity, Bournewood shall promptly notify the United States, and all remaining payments owed pursuant to the Agreement shall be accelerated and become immediately due and payable.

e. Bournewood shall make all payments to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office in the District of Massachusetts.

f. Bournewood shall make all payments to Massachusetts by electronic funds transfer pursuant to written instructions to be provided by the Massachusetts Attorney General's Office.

2. Bournewood shall pay \$31,400 by electronic funds transfer to the Law Offices of Andrew J. Tine by October 1, 2024 pursuant to written instructions provided by the Law Offices of Andrew J. Tine for Relator's expenses, and attorneys' fees and costs. ("Relator's Legal Expenses").

3. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 10 (concerning disclosure of assets) and Paragraph 20 (concerning default)

below, and upon the United States' receipt of its share of the Settlement Amount, the United States releases Bournewood 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.

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 10 (concerning disclosure of assets) and Paragraph 20 (concerning default) below, and upon Massachusetts' receipt of its share of the Settlement Amount, Massachusetts releases Bournewood from any civil or administrative monetary claim Massachusetts has for the Covered Conduct under the Massachusetts False Claims Act, M. G. L. c. 12, § 5A-O; the Medicaid False Claims Act, M. G. L. c. 118E, §§ 40 and 44; 130 C.M.R. §§ 450.237, 450.260(A), and 450.260(I); or the common law theories of breach of contract and unjust enrichment.

5. Subject to the exceptions in Paragraph 7 below, and subject to Paragraph 10 (concerning disclosure of assets) and Paragraph 20 (concerning default) below, and upon the United States' receipt of its share of the Settlement Amount and after the payment of \$31,400 for Relator's Legal Expenses, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Bournewood 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 and under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

6. Subject to the exceptions in Paragraph 7 below, and subject to Paragraph 10 (concerning disclosure of assets), Paragraph 20 (concerning default) below, and upon Massachusetts' receipt of its share of the Settlement Amount and after the payment of \$31,400

for Relator's Legal Expenses, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Bournewood from any civil monetary claim the Relator has on behalf of Massachusetts for the Covered Conduct under the Massachusetts False Claims Act, M. G. L. c. 12, § 5A-O and under M. G. L. c. 12, § 5B(a) for expenses or attorneys' fees and costs.

7. Notwithstanding the releases given in Paragraph 3 and 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States and Massachusetts 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 or permissive exclusion from Federal or State health care programs;
- d. Any liability to the United States (or its agencies) and/or Massachusetts (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

8. Relator has made a claim to receive a percentage of the Settlement Amount ("Relator's Share"). An agreement has not yet been reached with the United States as to the amount of Relator's Share. Relator and his, 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), fully reserving Relator's rights under 31 U.S.C. § 3730(d). Conditioned upon Relator's receipt of the Relator's Share, when determined, from the United States, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its

agencies, officers, agents, employees, and servants, from any claims arising from the filing of any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730. Notwithstanding any terms or conditions of this Agreement, Relator reserves his right to pursue a share of the proceeds of the Civil Action pursuant to 31 U.S.C. § 3730(d) and any other applicable law.

9. Relator has made a claim to receive a percentage of the Settlement Amount (“Relator’s Share”). An agreement has not yet been reached with the Commonwealth of Massachusetts as to the amount of Relator’s Share. Relator and his, 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 M. G. L. c. 12, §5D(3), fully reserving Relator's rights under M. G. L. 12, § 5F. Conditioned upon Relator’s receipt of the Relator’s Share, when determined, from Massachusetts, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge Massachusetts, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under M. G. L. c. 12, §5B. Notwithstanding any terms or conditions of this Agreement, Relator reserves his right to pursue a share of the proceeds of the Civil Action pursuant to M. G. L. c. 12, § 5F and any other applicable law.

10. Bournewood has provided financial disclosures and supporting documents (together “Financial Disclosures”) to the United States and Massachusetts and the United States and Massachusetts have relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Bournewood warrants that the Financial Disclosures are accurate, and current as of the Effective Date of this Agreement. If the United States and Massachusetts learn of an asset in which Bournewood had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Bournewood’s obligations under this Agreement) that were not disclosed in the Financial

Disclosures, or if the United States and Massachusetts learn of any false statement or misrepresentation by Bournewood on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$2,000,000 or more, the United States and Massachusetts may at their option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Bournewood's previously undisclosed assets. Bournewood agrees not to contest any collection action undertaken by the United States and/or Massachusetts pursuant to this provision, and agrees that it will immediately pay the United States and Massachusetts the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' and Massachusetts' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States and/or Massachusetts, pursuant to this paragraph rescinds this Agreement, Bournewood waives and 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 (a) are filed by the United States and/or Massachusetts within 120 calendar days of written notification to Bournewood that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of the Agreement.

11. Bournewood waives and shall not assert any defenses Bournewood 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.

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

13. Bournewood fully and finally releases Massachusetts, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Bournewood has asserted, could have asserted, or may assert in the future against Massachusetts, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or Massachusetts' investigation or prosecution thereof.

14. Bournewood fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Bournewood has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

15. 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); Massachusetts Medicaid, otherwise known as MassHealth; or any other state payer (e.g., Medicaid managed care entities), related to the Covered Conduct; and Bournewood agrees not to resubmit to any Medicare contractor; Massachusetts Medicaid, otherwise known as MassHealth; or any other state payer (e.g., Medicaid managed care entities) 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.

16. Bournewood 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 Bournewood, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' and/or Massachusetts' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Bournewood's investigation, defense, and corrective actions undertaken in response to the United States' and/or Massachusetts' 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; and
- (5) the payment Bournewood makes to the United States and Massachusetts pursuant to this Agreement and any payments that Bournewood 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 by Bournewood, and Bournewood shall not charge such

Unallowable Costs directly or indirectly to any contracts with the United States, Massachusetts, 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 Bournewood or any of its subsidiaries or affiliates to the Medicare, Medicaid, State Medicaid programs, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Bournewood 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, Massachusetts, 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 Bournewood 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. Bournewood agrees that the United States and/or Massachusetts, at a minimum, shall be entitled to recoup from Bournewood 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 and/or Massachusetts pursuant to the direction of the Department of Justice, the Massachusetts Attorney General's Office, and/or the affected agencies. The United States and/or Massachusetts reserve their right to disagree with any calculations submitted by Bournewood or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in

this paragraph) on Bournewood 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 and/or Massachusetts to audit, examine, or re-examine Bournewood's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

17. Bournewood agrees to cooperate fully and truthfully with the United States' and/or Massachusetts' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Bournewood shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Bournewood further agrees to furnish to the United States and/or Massachusetts, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

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. Bournewood 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. The Settlement Amount represents the amount the United States and Massachusetts are willing to accept in compromise of their civil claims arising from the Covered Conduct due to Bournewood's financial condition as reflected in the Financial Disclosures referenced in Paragraph 10.

a. In the event that Bournewood fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Bournewood shall be in Default of Bournewood's payment obligations ("Default"). The United States and/or Massachusetts will provide a written Notice of Default, and Bournewood shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Bournewood, or to such other representative as Bournewood shall designate in advance in writing. If Bournewood fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States and/or Massachusetts to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Bournewood agrees that the United States and/or Massachusetts, at their sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Bournewood for the claims that would otherwise be covered by the releases provided in Paragraph 3 and 4 above, with any recovery reduced by the amount of any payments previously made by Bournewood to the United States and/or Massachusetts under this

Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Bournewood and/or affiliated companies by any department, agency, or agent of the United States and/or Massachusetts at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States and/or Massachusetts shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States and/or Massachusetts pursue a collection action, Bournewood agrees immediately to pay the United States and/or Massachusetts the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' and/or Massachusetts' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States and/or Massachusetts opt to rescind this Agreement pursuant to this paragraph, Bournewood waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States and/or Massachusetts against Bournewood within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of the Agreement. Bournewood agrees not to contest any offset, recoupment, and /or collection action undertaken by the United States and/or Massachusetts pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States and/or Massachusetts.

c. In the event of Uncured Default, OIG-HHS may exclude Bournewood from participating in all Federal health care programs until Bournewood pays the Settlement Amount, with interest, as set forth above ("Exclusion for Default"). OIG-HHS will provide written notice

of any such exclusion to Bournewood. Bournewood waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7) and agrees not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Bournewood wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Bournewood will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

21. Upon the United States' and Massachusetts' respective receipt of the first payment described in Exhibit A and B to this Agreement, and the Relator's receipt of expenses and attorney's fees and costs set out in Paragraph 2, 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), dismissing all claims against Bournewood in the Civil Action and for the Covered Conduct with prejudice.

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 in to 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 District of Massachusetts. 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 Bournewood's successors, transferees, heirs, and assigns.

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

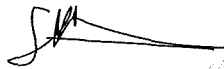
30. All Parties consent to the United States' and Massachusetts' disclosure of this Agreement, and information about this Agreement, to the public.

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: 9/30/2024

BY:



Digitally signed by STEVEN
SHAROBEM
Date: 2024.09.30 13:32:54 -04'00'

STEVEN SHAROBEM
Assistant United States Attorney
United States Attorney's Office
District of Massachusetts

DATED: 09/27/24

BY:

SUSAN GILLIN

Digitally signed by SUSAN GILLIN
Date: 2024.09.27 07:22:32 -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

COMMONWEALTH OF MASSACHUSETTS

DATED: _____

BY:

TOBY UNGER
Chief, Medicaid Fraud Division
Massachusetts Attorney General's Office

DATED: _____

BY:

KATE WALSH
Secretary
Executive Office of Health and Human Services

THE UNITED STATES OF AMERICA

DATED: _____

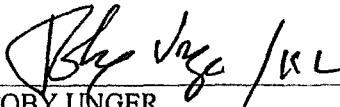
BY: _____
STEVEN SHAROBEM
Assistant United States Attorney
United States Attorney's Office
District of Massachusetts

DATED: _____

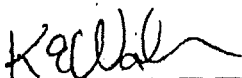
BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

COMMONWEALTH OF MASSACHUSETTS

DATED: 9/27/24

BY: 
TOBY UNGER
Chief, Medicaid Fraud Division
Massachusetts Attorney General's Office

DATED: 9-26-24

BY: 
KATE WALSH
Secretary
Executive Office of Health and Human Services

FIRST PSYCHIATRIC PLANNERS, INC. d/b/a BOURNEWOOD

DATED: 9/20/2024

BY: Maria Jackson
MARIA JACKSON
Chief Executive Officer

DATED: 9/22/2024

BY: Andrew O'Connor
ANDREW O'CONNOR
Counsel for First Psychiatric Planners, Inc.

RELATOR DAVID PERRY

DATED: 09/25/24 BY:
@ 6:58 pm

David W. Perry
DAVID PERRY

DATED: 9/25/24

BY: Andrew Tine
ANDREW TINE
Counsel for David Perry

EXHIBIT A – UNITED STATES

Due Date	Base Payment	US Base	US 4.65%	US Balance to be Paid*	US Remaining Principal Owed
					\$3,190,000.00
10/1/2024	\$687,500	\$357,500	\$45,298.00	\$402,798.00	\$2,833,000
10/1/2025	\$1,604,166.67	\$834,166.66	\$129,793.13	\$963,959.79	\$1,860,833
10/1/2026	\$1,604,166.67	\$834,166.66	\$86,528.75	\$920,695.41	\$768,416.67
10/1/2027	\$1,604,166.67	\$834,166.66	\$43,264.38	\$877,431.04	\$0.00
Total	\$5,500,000	\$2,860,000	\$304,884.26	\$3,164,884.24	

* Does not include Contingency Payment of \$1,000,000.

EXHIBIT B – MASSACHUSETTS

Due Date	Base Payment	MA Base	MA 4.65%	MA Balance to be Paid*	MA Remaining Principal Owed
					\$2,310,000.00
10/1/2024	\$687,500	\$330,000	\$32,802.00	\$362,802.00	\$1,980,000
10/1/2025	\$1,604,166.67	\$770,000.00	\$93,988.12	\$863,988.12	\$1,347,500
10/1/2026	\$1,604,166.67	\$770,000.00	\$62,658.75	\$832,658.75	\$673,750
10/1/2027	\$1,604,166.67	\$770,000.00	\$31,329.39	\$801,329.39	\$0.00
Total	\$5,500,000	\$2,640,000.00	\$220,778.26	\$2,860,778.26	

* Does not include Contingency Payment of \$1,000,000.