

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA and THE
STATES OF MARYLAND, NEW JERSEY, NEW
YORK, TENNESSEE, TEXAS, AND THE CITY
OF NEW YORK *ex rel.* SCOIF LLC,

Plaintiffs,

v.

COMMUNITY OPTIONS, INC. and
COMMUNITY OPTIONS OF NEW YORK,
INC.,

Defendants.

20 Civ. 4684 (VEC)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

COMMUNITY OPTIONS, INC. and
COMMUNITY OPTIONS NEW YORK, INC.,

Defendants.

20 Civ. 4684 (VEC)

STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among plaintiff the United States of America (the “United States” or “Government”), by its attorney, Matthew Podolsky, Acting United States Attorney for the Southern District of New York, and on behalf of the Office of Inspector General for the Department of Health and Human Services (“OIG-HHS”); the relator SCOIF, LLC (“Relator”), by its authorized representatives; and defendants Community Options, Inc. (“COI”) and

Community Options New York, Inc. (“CONY,” and together with COI, “Defendants,” and together with the Government and Relator, the “Parties”), by their authorized representatives;

WHEREAS, Defendant CONY is a New York not-for-profit corporation that, among other things, operates a network of residential and non-residential facilities and programs for adults with developmental or intellectual disabilities throughout the State of New York, including in Brooklyn, Manhattan, Queens, Binghamton, Vestal, Waverly, and Syracuse. Defendant CONY provides, among other things, Day Habilitation services to adults with developmental or intellectual disabilities at certified sites and in the community;

WHEREAS, Day Habilitation services are programs intended to help adults with developmental or intellectual disabilities improve their independence and skills in daily activities. Day Habilitation services are face-to-face services provided outside of an individual’s home, usually at a certified site or in the community. *See* 14 NYCRR § 635-10.3(b)(2). In New York, Day Habilitation services are overseen by the New York State Office for People With Developmental Disabilities (“OPWDD”), and are reimbursed by New York’s Medicaid Program pursuant to a Home and Community-Based Services waiver between the State of New York and the Centers for Medicare and Medicaid Services;

WHEREAS, in order to receive payment from the New York Medicaid Program for the provision of Day Habilitation services, Defendants are required to comply with state regulations, including those set forth at 14 NYCRR § 635-10.5(c), and service documentation requirements promulgated by OPWDD concerning Day Habilitation services, including program day duration and face-to-face service delivery requirements, 14 NYCRR § 635-10.5(c)(6), maintenance of contemporaneous daily service and monthly summary documentation, *id.*, OPWDD Administrative Memoranda #2006-01, 2006-01R, maintenance and review of Life Plans and Day

Habilitation Staff Action Plans, 14 NYCRR §§ 635-10.5(c)(4)(iii), 635-99.1(bk), and maintenance and review of annual Level of Care Eligibility Determinations, 14 NYCRR § 633.10(a)(2), (collectively, the “OPWDD Requirements”);

WHEREAS, Defendant COI is a New Jersey not-for-profit corporation that, among other things, oversees CONY’s operations in New York and provides administrative support, including a centralized billing team, which handles CONY’s submission of claims for reimbursement to the New York Medicaid Program;

WHEREAS, on or about June 15, 2020, Relator filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, against Defendants alleging, *inter alia*, that Defendants violated the FCA and the New York False Claims Act, N.Y. State Fin. Law § 187, *et seq.*, by submitting claims to Medicaid for the provision of Day Habilitation services that failed to meet applicable requirements (the “Relator Complaint”);

WHEREAS, the Government alleges that from January 1, 2017 through September 13, 2024 (the “Covered Period”), Defendants violated the FCA by knowingly: (1) submitting and/or causing the submission of false claims for payment to the New York Medicaid Program for the provision of Day Habilitation services that failed to comply with one or more OPWDD Requirements concerning the delivery and documentation of such services; and (2) improperly avoiding the return of certain payments for claims submitted to the New York Medicaid Program associated with Day Habilitation services (the “Overpayments” specifically identified in Exhibit A attached hereto) that Defendants identified in January 2022 as not meeting one or more OPWDD Requirements concerning the delivery and documentation of such services. The conduct described in this Paragraph is the “Covered Conduct” for purposes of this Stipulation;

WHEREAS, on November 27, 2024, the Government filed a Notice of Election to Partially Intervene, and contemporaneous with the filing of this Stipulation, the Government is filing a Complaint-In-Intervention in the above-referenced *qui tam* action (the “Government Complaint”), in which it is asserting claims against Defendants under the FCA and common law for the Covered Conduct;

WHEREAS, the total amount to be paid in settlement of the claims of the United States and the State of New York related to the Covered Conduct is \$5,016,626.11, plus interest.

WHEREAS, Defendants intend to enter into a separate settlement agreement with the State of New York (the “State Settlement”) to resolve claims asserted by the State of New York under New York law for the Covered Conduct, and have agreed to pay a total of \$2,868,085.74 to the State of New York pursuant to the State Settlement;

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendants in the Government Complaint and the Relator Complaint for the Covered Conduct;

WHEREAS, contemporaneous with the filing of this Stipulation, Relator is filing a Partial Notice of Voluntary Dismissal in which the Relator is dismissing, with prejudice, its claims against Defendants that are not encompassed by the Covered Conduct and without prejudice to any rights or claims possessed by the Government with respect to those claims;

NOW, THEREFORE, upon the Parties’ agreement IT IS HEREBY ORDERED that:

TERMS AND CONDITIONS

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court's exercise of personal jurisdiction over each of them.

2. Defendants admit, acknowledge and accept responsibility for the following conduct (the "Admitted Conduct"):

- a. In order to receive payment from the New York Medicaid Program for the provision of Day Habilitation services, Defendants were required to ensure that such services were delivered and documented in compliance with the OPWDD Requirements.
- b. During the Covered Period, Defendants failed to maintain adequate policies concerning the provision and documentation of Day Habilitation services consistent with the OPWDD Requirements and failed to adequately train their employees on compliance with the OPWDD Requirements. As a result, Defendants' employees failed to document CONY's provision of Day Habilitation services in accordance with the OPWDD Requirements.
- c. In many instances, and contrary to OPWDD Requirements, CONY: did not accurately complete and adequately maintain daily service documentation, monthly summaries, Life Plans, Staff Action Plans, and Level of Care Eligibility Determinations for individuals enrolled in CONY's Day Habilitation programs; failed to complete such documentation in a timely manner; or failed to provide the necessary review and approval of Life Plans, Staff Action Plans, and Level of Care Eligibility Determinations on a semi-annual or annual basis.

- d. Nonetheless, Defendants submitted claims for, and received, reimbursement from the New York Medicaid Program for Day Habilitation services that did not meet OPWDD Requirements.
- e. As a provider of services under New York's Medicaid Program, CONY was required to adopt and implement an effective corporate compliance program that includes measures that prevent, detect, and correct non-compliance with Medicaid requirements, such as the OPWDD Requirements, as well as report and return identified overpayments to the New York Medicaid Program.
- f. Nonetheless, during the Covered Period, CONY failed to implement an effective compliance program concerning the provision and documentation of Day Habilitation services. Specifically, CONY did not conduct routine audits of Day Habilitation service documentation to ensure compliance with the OPWDD Requirements. Additionally, CONY failed to conduct any audits of daily service records for its Day Habilitation programs.
- g. CONY was required to report and return overpayments associated with Day Habilitation services that did not meet the OPWDD Requirements to the New York Medicaid Program. Nonetheless, when Defendants conducted non-routine reviews that identified their receipt and retention of overpayments associated with Day Habilitation services, they failed to report and return those overpayments to the New York Medicaid Program.

3. Defendants shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 32) the sum of \$2,148,540.37 plus interest which shall be compounded annually at a rate of 4.65% accruing from December 12, 2024, to the date of the

payment (the “Settlement Amount”) in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney’s Office for the Southern District of New York. Of the Settlement Amount, \$1,074,270.19 constitutes restitution to the United States.

4. Defendants shall take reasonable steps to ensure that all Day Habilitation services they provide in New York State comply with OPWDD Requirements.

5. Defendants agree to cooperate fully and truthfully with the United States’ investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Defendants shall encourage, and agrees not to impair, the cooperation of their directors, officers, and employees, and shall use their 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. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

6. Subject to the exceptions in Paragraph 11 (concerning reserved claims) below and subject to Paragraph 12 (concerning default) and Paragraph 17 (concerning bankruptcy proceedings) below, and conditioned on Defendants’ full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, the United States releases Defendants, including their subsidiaries and corporate predecessors, successors and assigns from any civil or administrative monetary claim that 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, and

the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Defendants from liability of any kind.

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

8. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement ("CIA"), entered into between OIG-HHS and Defendants, and upon the United States' receipt of full payment of the Settlement Amount, plus any interest due under Paragraph 3, 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 Defendants 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. OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants 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.

9. Subject to Paragraph 12 (concerning default) and Paragraph 17 (concerning bankruptcy proceedings) below, and conditioned on Defendants' full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, Relator, for itself and its members, heirs, successors, attorneys, agents, and assigns, releases Defendants, including their subsidiaries and corporate predecessors, successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents ("Released Parties"), from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator had, has or may have against the Released Parties related to or arising from the Relator Complaint; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover its reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

10. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 9 above, Defendants, including their subsidiaries, predecessors, and corporate successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, release Relator and its members, heirs, successors, attorneys, agents, and assigns, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendants had, have or may have against Relator related to or arising from the Relator Complaint.

11. Notwithstanding the releases given in Paragraph 6 above, or any other term of this Stipulation, the following claims of the Government are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);

- b. any criminal liability;
- c. except as explicitly stated in this Stipulation, any administrative liability or enforcement right, including but not limited to mandatory exclusion from any Federal health care program ;
- d. any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Stipulation; and
- f. any liability of individuals.

12. Defendants shall be in default of this Stipulation if Defendants fail to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if they fail to comply materially with any other term of this Stipulation that applies to it (“Default”). The Government will provide a written Notice of Default to Defendants of any Default in the manner set forth in Paragraph 30 below. Defendants shall then have an opportunity to cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Stipulation up to the date of payment. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default (“Uncured Default”), 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). In the event of an Uncured Default, Defendants shall agree to the entry of a consent judgment in favor of the United States against Defendants in the amount of the Settlement Amount as attached hereto as Exhibit B. Defendants also agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendants in the Government Complaint, or

bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 6 and 8 above, with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Stipulation; (ii) take any action to enforce this Stipulation in a new action or by reinstating the Government Complaint; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The United States 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 pursues a collection action, Defendants agree immediately to pay the United States 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' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, Defendants waive and agree 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 (i) are filed by the United States against Defendants within 120 days of written notification that this Stipulation has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on June 15, 2020. Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

13. Defendants, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agree they shall not, through their attorneys, agents, officers, or employees,

make any public statement, including but not limited to, any statement in a press release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a “Contradictory Statement”). Any Contradictory Statement by Defendants, their attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 11 hereof, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Defendants that it has determined that Defendants have made a Contradictory Statement. Upon receiving notice from the Government, Defendants may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Defendants learn of a potential Contradictory Statement by their attorneys, agents, officers, or employees, Defendants must notify the Government of the statement within 24 hours. The decision as to whether any statement constitutes a Contradictory Statement or will be imputed to Defendants for the purpose of this Stipulation, or whether Defendants adequately repudiated a Contradictory Statement to cure a violation of this Stipulation, shall be within the sole discretion of the Government. Consistent with this provision, Defendants may raise defenses and/or assert affirmative claims or defenses in any proceeding brought by private and/or public parties, so long as doing so would not contradict or be inconsistent with the Admitted Conduct.

14. Relator and its heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relator agrees and confirms that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

15. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Stipulation from any health care beneficiaries or their parents,

sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

16. Defendants waive and shall not assert any defenses Defendants 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 Stipulation bars a remedy sought in such criminal prosecution or administrative action.

17. In exchange for valuable consideration provided in this Stipulation, Defendants acknowledge the following:

- a. Defendants have reviewed their financial situation and warrants that they are 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 to the United States of the Settlement Amount.
- b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.
- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

- d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If Defendants' obligations under this Stipulation are avoided for any reason (including but not limited to through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Defendants or a third party commence a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets:
 - (1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 6 and 8 above;
 - (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$2,148,540.37, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendants, a receiver, trustee, custodian, or other similar official for Defendants; and

(3) if any payments are avoided and recovered by Defendants, a receiver, trustee, custodian, or similar official for Defendants, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to Relator.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17(e) above or Paragraph 11 is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Defendants shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and 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 claim, action, or proceeding brought by the United States within 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on June 15, 2020.

18. 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) or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare 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.

19. Defendants agree 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-6; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, including their present or former officers, directors, employees, shareholders, and agents in connection with:
 - (1) the matters covered by this Stipulation;
 - (2) the United States' audit(s) and civil investigation(s) of matters covered by this Stipulation;
 - (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with matters covered by this Stipulation (including attorneys' fees);
 - (4) the negotiation and performance of this Stipulation;
 - (5) any payment Defendants make to the United States pursuant to this Stipulation and any payment Defendants may make to Relator, including expenses, costs and attorneys' fees; and
 - (6) the 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”).

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants 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 Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Defendants 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 Defendants or any of their 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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from

Defendants 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, including the Department of Justice and/or the affected agencies, reserves its rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants' or any of their subsidiaries' or affiliates' cost reports, cost statements, or information reports.

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

20. This Stipulation 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 as otherwise provided herein.

21. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude Relator from seeking to recover its expenses or attorneys' fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d).

22. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions

hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

23. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York.

24. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

25. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties. No prior agreements, oral representations or statements shall be considered part of this Stipulation.

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

27. This Stipulation is binding on Defendants' successors, transferees, heirs, and assigns.

28. This Stipulation is binding on Relator's successors, transferees, heirs, and assigns.

29. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

30. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered both by (a) hand, express courier, or postage-prepaid mail, and (b) e-mail transmission, and shall be addressed as follows:

TO THE UNITED STATES:

David E. Farber
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Email: david.farber@usdoj.gov

TO DEFENDANTS:

Kevin H. Marino, Esq.
Marino, Tortorella & Boyle P.C.
437 Southern Boulevard
Chatham Township, NJ 07928
Email: kmarino@khmarino.com

TO RELATOR:

Brian McCormick Jr., Esq.
Villari, Giannone & Matteo, P.C.
161 Washington Street, Suite 401
Conshohocken, PA 19428
Email: bmccormick@villarilaw.com

31. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the "Effective Date").

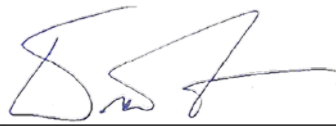
AGREED TO BY:

THE UNITED STATES OF AMERICA

Dated: New York, New York
March 25, 2025

MATTHEW PODOLSKY
Acting United States Attorney for the
Southern District of New York

By:



David E. Farber
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2772
david.farber@usdoj.gov
Attorney for the United States of America

Dated: Washington, D.C.
March 20, 2025

Office of the Inspector General,
the U.S. Department of Health and Human Services

By:

SUSAN GILLIN

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GILLIN
Date: 2025.03.20 10:19:59
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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
Attorney for HHS-OIG

RELATOR

Dated: Pittsburgh Pennsylvania
March 14, 2025

SCOIF, LLC

By:



Michael Carnicella
Sole Member
Relator

Dated: Conshohocken, Pennsylvania
March 14, 2025

VILLARI, GIANNONE & MATTEO, P.C.

By:



Brian McCormick Jr., Esq.
161 Washington Street, Suite 401
Conshohocken, PA 19428
Tel.: (215) 687-7965
bmccormick@villarilaw.com
Attorneys for Relator


DEFENDANTS

Dated: Princeton, New Jersey
March 14, 2025

COMMUNITY OPTIONS, INC.

By: 
Robert Stack
President and Chief Executive Officer

COMMUNITY OPTIONS NEW YORK, INC.

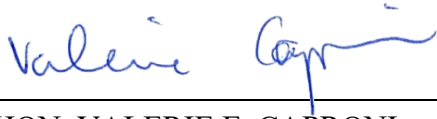
By: 
Robert Stack
Principal Officer and Chairman

Dated: Chatham, New Jersey
March 14, 2025

MARINO, TORTORELLA & BOYLE P.C.

By: 
Kevin H. Marino, Esq.
437 Southern Blvd.
Chatham Township, NJ 07928
Tel.: (973) 824-9300
kmarino@khmarino.com
Attorneys for Defendants

SO ORDERED:



HON. VALERIE E. CAPRONI
UNITED STATES DISTRICT JUDGE

Dated: March 26, 2025

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	11/29/2021	02703937	\$225.69	4453
	11/30/2021	02703937	\$225.69	4453
	05/17/2021	02703937	\$221.46	4453
	05/18/2021	02703937	\$221.46	4453
	05/20/2021	02703937	\$221.46	4453
	05/21/2021	02703937	\$221.46	4453
	05/24/2021	02703937	\$221.46	4453
	05/25/2021	02703937	\$221.46	4453
	05/27/2021	02703937	\$221.46	4453
	05/28/2021	02703937	\$221.46	4453
	06/01/2021	02703937	\$221.46	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	06/02/2021	02703937	\$221.46	4453
	06/03/2021	02703937	\$221.46	4453
	06/04/2021	02703937	\$221.46	4453
	06/07/2021	02703937	\$110.73	4454
	06/08/2021	02703937	\$110.73	4454
	06/09/2021	02703937	\$110.73	4454
	06/10/2021	02703937	\$110.73	4454
	06/11/2021	02703937	\$110.73	4454
	06/16/2021	02703937	\$221.46	4453
	06/17/2021	02703937	\$221.46	4453
	06/18/2021	02703937	\$221.46	4453
	06/21/2021	02703937	\$221.46	4453
	06/22/2021	02703937	\$221.46	4453
	06/23/2021	02703937	\$221.46	4453
	06/24/2021	02703937	\$221.46	4453
	06/25/2021	02703937	\$221.46	4453
	06/28/2021	02703937	\$221.46	4453
	06/29/2021	02703937	\$221.46	4453
	06/30/2021	02703937	\$221.46	4453
	07/01/2021	02703937	\$225.69	4453
	07/02/2021	02703937	\$225.69	4453
	07/05/2021	02703937	\$225.69	4453
	07/06/2021	02703937	\$225.69	4453
	07/07/2021	02703937	\$225.69	4453
	07/08/2021	02703937	\$225.69	4453
	07/12/2021	02703937	\$225.69	4453
	07/13/2021	02703937	\$225.69	4453
	07/14/2021	02703937	\$225.69	4453
	07/15/2021	02703937	\$225.69	4453
	07/16/2021	02703937	\$225.69	4453
	07/19/2021	02703937	\$225.69	4453
	07/20/2021	02703937	\$225.69	4453
	07/21/2021	02703937	\$225.69	4453
	07/22/2021	02703937	\$225.69	4453
	07/23/2021	02703937	\$225.69	4453
	07/26/2021	02703937	\$225.69	4453
	07/27/2021	02703937	\$225.69	4453
	07/28/2021	02703937	\$225.69	4453
	07/29/2021	02703937	\$225.69	4453
	08/02/2021	02703937	\$225.69	4453
	08/03/2021	02703937	\$225.69	4453
	08/04/2021	02703937	\$225.69	4453
	08/05/2021	02703937	\$225.69	4453
	08/06/2021	02703937	\$225.69	4453
	08/09/2021	02703937	\$225.69	4453
	08/10/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	08/12/2021	02703937	\$225.69	4453
	08/13/2021	02703937	\$225.69	4453
	08/16/2021	02703937	\$225.69	4453
	08/18/2021	02703937	\$112.84	4454
	08/19/2021	02703937	\$112.84	4454
	08/20/2021	02703937	\$112.84	4454
	08/23/2021	02703937	\$225.69	4453
	08/25/2021	02703937	\$225.69	4453
	08/26/2021	02703937	\$225.69	4453
	08/27/2021	02703937	\$225.69	4453
	08/30/2021	02703937	\$225.69	4453
	08/31/2021	02703937	\$225.69	4453
	09/01/2021	02703937	\$225.69	4453
	09/02/2021	02703937	\$225.69	4453
	09/03/2021	02703937	\$225.69	4453
	09/07/2021	02703937	\$225.69	4453
	09/08/2021	02703937	\$225.69	4453
	09/28/2021	02703937	\$112.84	4454
	09/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
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	10/19/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$112.84	4454
	11/05/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$112.84	4454
	11/10/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
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	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453

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Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
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	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
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	10/25/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
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	11/29/2021	02703937	\$225.69	4453
	11/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/19/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	11/29/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$112.84	4454
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/19/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$112.84	4454
	10/22/2021	02703937	\$112.84	4454
	10/25/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$112.84	4454
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$112.84	4454
	11/03/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$112.84	4454
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$112.84	4454
	11/17/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$112.84	4454
	04/01/2021	02703937	\$110.73	4454
	04/02/2021	02703937	\$110.73	4454
	04/05/2021	02703937	\$110.73	4454
	04/07/2021	02703937	\$221.46	4453
	04/12/2021	02703937	\$221.46	4453
	04/14/2021	02703937	\$221.46	4453
	04/16/2021	02703937	\$221.46	4453
	04/19/2021	02703937	\$221.46	4453
	04/20/2021	02703937	\$221.46	4453
	04/21/2021	02703937	\$221.46	4453
	04/22/2021	02703937	\$221.46	4453
	04/27/2021	02703937	\$221.46	4453
	04/28/2021	02703937	\$221.46	4453
	05/03/2021	02703937	\$221.46	4453
	05/04/2021	02703937	\$221.46	4453
	05/05/2021	02703937	\$221.46	4453
	05/06/2021	02703937	\$221.46	4453
	05/07/2021	02703937	\$221.46	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	05/10/2021	02703937	\$221.46	4453
	05/11/2021	02703937	\$221.46	4453
	05/12/2021	02703937	\$221.46	4453
	05/13/2021	02703937	\$221.46	4453
	05/14/2021	02703937	\$221.46	4453
	05/17/2021	02703937	\$221.46	4453
	05/18/2021	02703937	\$221.46	4453
	05/20/2021	02703937	\$221.46	4453
	05/21/2021	02703937	\$221.46	4453
	05/24/2021	02703937	\$221.46	4453
	05/25/2021	02703937	\$221.46	4453
	05/26/2021	02703937	\$221.46	4453
	06/01/2021	02703937	\$221.46	4453
	06/03/2021	02703937	\$221.46	4453
	06/04/2021	02703937	\$221.46	4453
	06/08/2021	02703937	\$221.46	4453
	06/09/2021	02703937	\$221.46	4453
	06/10/2021	02703937	\$221.46	4453
	06/11/2021	02703937	\$221.46	4453
	06/14/2021	02703937	\$221.46	4453
	06/15/2021	02703937	\$221.46	4453
	06/16/2021	02703937	\$221.46	4453
	06/17/2021	02703937	\$221.46	4453
	06/18/2021	02703937	\$221.46	4453
	06/21/2021	02703937	\$221.46	4453
	06/22/2021	02703937	\$221.46	4453
	06/23/2021	02703937	\$221.46	4453
	06/24/2021	02703937	\$221.46	4453
	06/25/2021	02703937	\$221.46	4453
	06/29/2021	02703937	\$221.46	4453
	06/30/2021	02703937	\$221.46	4453
	07/01/2021	02703937	\$225.69	4453
	07/02/2021	02703937	\$225.69	4453
	07/06/2021	02703937	\$225.69	4453
	07/08/2021	02703937	\$225.69	4453
	07/09/2021	02703937	\$225.69	4453
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	07/13/2021	02703937	\$225.69	4453
	07/14/2021	02703937	\$225.69	4453
	07/15/2021	02703937	\$225.69	4453
	07/16/2021	02703937	\$225.69	4453
	07/20/2021	02703937	\$225.69	4453
	07/22/2021	02703937	\$225.69	4453
	07/23/2021	02703937	\$225.69	4453
	07/27/2021	02703937	\$225.69	4453
	07/28/2021	02703937	\$225.69	4453

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Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
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	07/30/2021	02703937	\$225.69	4453
	08/02/2021	02703937	\$225.69	4453
	08/03/2021	02703937	\$225.69	4453
	08/04/2021	02703937	\$225.69	4453
	08/06/2021	02703937	\$225.69	4453
	08/10/2021	02703937	\$112.84	4454
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	08/12/2021	02703937	\$225.69	4453
	08/13/2021	02703937	\$225.69	4453
	08/16/2021	02703937	\$225.69	4453
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	08/27/2021	02703937	\$225.69	4453
	08/31/2021	02703937	\$225.69	4453
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	09/03/2021	02703937	\$225.69	4453
	09/07/2021	02703937	\$225.69	4453
	09/08/2021	02703937	\$225.69	4453
	09/09/2021	02703937	\$225.69	4453
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	09/14/2021	02703937	\$225.69	4453
	09/15/2021	02703937	\$225.69	4453
	09/16/2021	02703937	\$225.69	4453
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	09/20/2021	02703937	\$225.69	4453
	09/21/2021	02703937	\$225.69	4453
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	10/07/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453

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	10/20/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/29/2021	02703937	\$225.69	4453
	11/30/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/19/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	10/20/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	11/29/2021	02703937	\$225.69	4453
	11/30/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	01/05/2021	02703937	\$219.41	4453
	01/07/2021	02703937	\$219.41	4453
	01/12/2021	02703937	\$219.41	4453
	01/14/2021	02703937	\$219.41	4453
	01/19/2021	02703937	\$219.41	4453
	01/21/2021	02703937	\$219.41	4453
	01/26/2021	02703937	\$219.41	4453
	01/28/2021	02703937	\$219.41	4453
	02/02/2021	02703937	\$219.41	4453
	02/04/2021	02703937	\$219.41	4453
	02/09/2021	02703937	\$219.41	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	02/16/2021	02703937	\$219.41	4453
	02/18/2021	02703937	\$219.41	4453
	02/23/2021	02703937	\$219.41	4453
	02/25/2021	02703937	\$219.41	4453
	03/02/2021	02703937	\$219.41	4453
	03/04/2021	02703937	\$219.41	4453
	03/09/2021	02703937	\$219.41	4453
	03/11/2021	02703937	\$219.41	4453
	03/16/2021	02703937	\$219.41	4453
	03/18/2021	02703937	\$219.41	4453
	03/23/2021	02703937	\$219.41	4453
	03/25/2021	02703937	\$219.41	4453
	03/30/2021	02703937	\$219.41	4453
	04/01/2021	02703937	\$221.46	4453
	04/06/2021	02703937	\$221.46	4453
	04/08/2021	02703937	\$221.46	4453
	04/13/2021	02703937	\$221.46	4453
	04/15/2021	02703937	\$221.46	4453
	04/20/2021	02703937	\$221.46	4453
	04/22/2021	02703937	\$221.46	4453
	04/27/2021	02703937	\$221.46	4453
	04/29/2021	02703937	\$221.46	4453
	05/04/2021	02703937	\$221.46	4453
	05/06/2021	02703937	\$221.46	4453
	05/11/2021	02703937	\$221.46	4453
	05/13/2021	02703937	\$221.46	4453
	05/18/2021	02703937	\$221.46	4453
	05/20/2021	02703937	\$221.46	4453
	05/25/2021	02703937	\$221.46	4453
	06/01/2021	02703937	\$221.46	4453
	06/03/2021	02703937	\$221.46	4453
	06/08/2021	02703937	\$221.46	4453
	06/15/2021	02703937	\$221.46	4453
	06/17/2021	02703937	\$221.46	4453
	06/22/2021	02703937	\$221.46	4453
	06/24/2021	02703937	\$221.46	4453
	06/29/2021	02703937	\$221.46	4453
	07/01/2021	02703937	\$225.69	4453
	07/06/2021	02703937	\$225.69	4453
	07/08/2021	02703937	\$225.69	4453
	07/13/2021	02703937	\$225.69	4453
	07/15/2021	02703937	\$225.69	4453
	07/20/2021	02703937	\$225.69	4453
	07/22/2021	02703937	\$225.69	4453
	07/27/2021	02703937	\$225.69	4453
	07/29/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	08/03/2021	02703937	\$225.69	4453
	08/05/2021	02703937	\$225.69	4453
	08/10/2021	02703937	\$225.69	4453
	08/12/2021	02703937	\$225.69	4453
	08/17/2021	02703937	\$225.69	4453
	08/19/2021	02703937	\$225.69	4453
	08/24/2021	02703937	\$225.69	4453
	08/26/2021	02703937	\$225.69	4453
	08/31/2021	02703937	\$225.69	4453
	09/02/2021	02703937	\$225.69	4453
	09/07/2021	02703937	\$225.69	4453
	09/14/2021	02703937	\$112.84	4454
	09/16/2021	02703937	\$225.69	4453
	09/21/2021	02703937	\$225.69	4453
	09/23/2021	02703937	\$225.69	4453
	09/28/2021	02703937	\$225.69	4453
	09/30/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/19/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	11/26/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	01/04/2021	02703937	\$219.41	4453
	02/22/2021	02703937	\$219.41	4453
	02/26/2021	02703937	\$219.41	4453
	05/03/2021	02703937	\$221.46	4453
	05/04/2021	02703937	\$221.46	4453
	05/05/2021	02703937	\$221.46	4453
	05/06/2021	02703937	\$221.46	4453
	05/07/2021	02703937	\$221.46	4453
	05/11/2021	02703937	\$221.46	4453
	05/14/2021	02703937	\$221.46	4453
	05/17/2021	02703937	\$221.46	4453
	05/18/2021	02703937	\$221.46	4453
	05/19/2021	02703937	\$221.46	4453
	05/20/2021	02703937	\$221.46	4453
	05/24/2021	02703937	\$221.46	4453
	05/25/2021	02703937	\$221.46	4453
	05/27/2021	02703937	\$221.46	4453
	06/01/2021	02703937	\$221.46	4453
	06/02/2021	02703937	\$221.46	4453
	06/08/2021	02703937	\$221.46	4453
	06/09/2021	02703937	\$110.73	4454
	06/11/2021	02703937	\$110.73	4454
	06/14/2021	02703937	\$221.46	4453
	06/15/2021	02703937	\$221.46	4453
	06/16/2021	02703937	\$221.46	4453
	06/17/2021	02703937	\$110.73	4454
	06/18/2021	02703937	\$221.46	4453
	06/21/2021	02703937	\$221.46	4453
	06/22/2021	02703937	\$221.46	4453
	06/23/2021	02703937	\$221.46	4453
	06/24/2021	02703937	\$221.46	4453
	06/25/2021	02703937	\$221.46	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	06/28/2021	02703937	\$221.46	4453
	06/29/2021	02703937	\$221.46	4453
	06/30/2021	02703937	\$221.46	4453
	07/01/2021	02703937	\$225.69	4453
	07/02/2021	02703937	\$225.69	4453
	07/05/2021	02703937	\$225.69	4453
	07/06/2021	02703937	\$225.69	4453
	07/07/2021	02703937	\$225.69	4453
	07/08/2021	02703937	\$225.69	4453
	07/09/2021	02703937	\$225.69	4453
	07/12/2021	02703937	\$225.69	4453
	07/13/2021	02703937	\$225.69	4453
	07/14/2021	02703937	\$225.69	4453
	07/15/2021	02703937	\$225.69	4453
	07/16/2021	02703937	\$225.69	4453
	07/22/2021	02703937	\$225.69	4453
	07/23/2021	02703937	\$225.69	4453
	07/26/2021	02703937	\$225.69	4453
	07/27/2021	02703937	\$225.69	4453
	07/28/2021	02703937	\$225.69	4453
	07/30/2021	02703937	\$225.69	4453
	08/02/2021	02703937	\$225.69	4453
	08/03/2021	02703937	\$225.69	4453
	08/04/2021	02703937	\$225.69	4453
	08/05/2021	02703937	\$112.84	4454
	08/06/2021	02703937	\$112.84	4454
	08/11/2021	02703937	\$225.69	4453
	08/13/2021	02703937	\$225.69	4453
	08/23/2021	02703937	\$225.69	4453
	08/24/2021	02703937	\$112.84	4454
	08/25/2021	02703937	\$225.69	4453
	08/30/2021	02703937	\$225.69	4453
	08/31/2021	02703937	\$225.69	4453
	09/01/2021	02703937	\$112.84	4454
	09/02/2021	02703937	\$225.69	4453
	09/03/2021	02703937	\$112.84	4454
	09/07/2021	02703937	\$225.69	4453
	09/08/2021	02703937	\$225.69	4453
	09/09/2021	02703937	\$225.69	4453
	09/10/2021	02703937	\$225.69	4453
	09/14/2021	02703937	\$225.69	4453
	09/15/2021	02703937	\$225.69	4453
	09/16/2021	02703937	\$112.84	4454
	09/20/2021	02703937	\$225.69	4453
	09/21/2021	02703937	\$225.69	4453
	09/22/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	09/27/2021	02703937	\$225.69	4453
	09/28/2021	02703937	\$225.69	4453
	09/29/2021	02703937	\$225.69	4453
	09/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$112.84	4454
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$112.84	4454
	10/08/2021	02703937	\$112.84	4454
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$112.84	4454
	10/13/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$112.84	4454
	11/08/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	07/01/2021	02703937	\$225.69	4453
	07/07/2021	02703937	\$225.69	4453
	07/09/2021	02703937	\$225.69	4453
	07/13/2021	02703937	\$225.69	4453
	07/16/2021	02703937	\$225.69	4453
	07/19/2021	02703937	\$225.69	4453
	07/21/2021	02703937	\$225.69	4453
	07/23/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	07/26/2021	02703937	\$225.69	4453
	07/27/2021	02703937	\$225.69	4453
	07/30/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/19/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	11/29/2021	02703937	\$225.69	4453
	11/30/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/19/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/26/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	11/26/2021	02703937	\$225.69	4453
	11/29/2021	02703937	\$225.69	4453
	11/30/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	05/17/2021	02703937	\$221.46	4453
	05/18/2021	02703937	\$221.46	4453
	05/20/2021	02703937	\$221.46	4453
	05/27/2021	02703937	\$221.46	4453
	06/03/2021	02703937	\$221.46	4453
	06/04/2021	02703937	\$110.73	4454
	06/08/2021	02703937	\$110.73	4454
	06/09/2021	02703937	\$221.46	4453
	06/10/2021	02703937	\$110.73	4454
	06/11/2021	02703937	\$110.73	4454
	06/14/2021	02703937	\$221.46	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	06/15/2021	02703937	\$221.46	4453
	06/21/2021	02703937	\$221.46	4453
	06/22/2021	02703937	\$221.46	4453
	06/24/2021	02703937	\$221.46	4453
	06/25/2021	02703937	\$221.46	4453
	06/30/2021	02703937	\$221.46	4453
	07/02/2021	02703937	\$225.69	4453
	07/05/2021	02703937	\$225.69	4453
	07/20/2021	02703937	\$225.69	4453
	07/21/2021	02703937	\$225.69	4453
	07/22/2021	02703937	\$225.69	4453
	07/23/2021	02703937	\$225.69	4453
	07/26/2021	02703937	\$225.69	4453
	07/27/2021	02703937	\$225.69	4453
	07/30/2021	02703937	\$225.69	4453
	08/02/2021	02703937	\$225.69	4453
	08/03/2021	02703937	\$225.69	4453
	08/04/2021	02703937	\$225.69	4453
	08/05/2021	02703937	\$225.69	4453
	08/06/2021	02703937	\$112.84	4454
	08/10/2021	02703937	\$225.69	4453
	08/12/2021	02703937	\$225.69	4453
	08/23/2021	02703937	\$112.84	4454
	08/25/2021	02703937	\$225.69	4453
	08/26/2021	02703937	\$225.69	4453
	08/30/2021	02703937	\$225.69	4453
	09/02/2021	02703937	\$112.84	4454
	09/07/2021	02703937	\$225.69	4453
	09/08/2021	02703937	\$225.69	4453
	09/13/2021	02703937	\$112.84	4454
	09/14/2021	02703937	\$225.69	4453
	09/15/2021	02703937	\$225.69	4453
	09/16/2021	02703937	\$225.69	4453
	09/20/2021	02703937	\$225.69	4453
	09/22/2021	02703937	\$225.69	4453
	09/28/2021	02703937	\$225.69	4453
	09/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$112.84	4454
	10/11/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	10/15/2021	02703937	\$225.69	4453
	10/19/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/17/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	11/24/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$112.84	4454
	09/02/2021	02703937	\$225.69	4453
	09/03/2021	02703937	\$225.69	4453
	09/07/2021	02703937	\$225.69	4453
	09/09/2021	02703937	\$225.69	4453
	09/10/2021	02703937	\$225.69	4453
	09/13/2021	02703937	\$225.69	4453
	09/14/2021	02703937	\$225.69	4453
	09/15/2021	02703937	\$225.69	4453
	09/17/2021	02703937	\$112.84	4454
	09/20/2021	02703937	\$225.69	4453
	09/21/2021	02703937	\$225.69	4453
	09/22/2021	02703937	\$112.84	4454
	09/24/2021	02703937	\$225.69	4453
	09/27/2021	02703937	\$225.69	4453
	09/28/2021	02703937	\$225.69	4453
	09/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/12/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$112.84	4454
	10/19/2021	02703937	\$112.84	4454
	10/21/2021	02703937	\$112.84	4454
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$112.84	4454

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$225.69	4453
	02/09/2021	02703937	\$219.41	4453
	02/23/2021	02703937	\$219.41	4453
	04/01/2021	02703937	\$221.46	4453
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	04/13/2021	02703937	\$221.46	4453
	04/15/2021	02703937	\$221.46	4453
	04/22/2021	02703937	\$221.46	4453
	04/26/2021	02703937	\$221.46	4453
	04/29/2021	02703937	\$221.46	4453
	04/30/2021	02703937	\$221.46	4453
	05/06/2021	02703937	\$221.46	4453
	05/13/2021	02703937	\$221.46	4453
	05/20/2021	02703937	\$221.46	4453
	05/27/2021	02703937	\$221.46	4453
	06/03/2021	02703937	\$221.46	4453
	06/10/2021	02703937	\$221.46	4453
	06/17/2021	02703937	\$221.46	4453
	06/24/2021	02703937	\$221.46	4453
	07/01/2021	02703937	\$225.69	4453
	07/08/2021	02703937	\$225.69	4453
	07/15/2021	02703937	\$225.69	4453
	07/22/2021	02703937	\$225.69	4453
	07/29/2021	02703937	\$225.69	4453
	08/05/2021	02703937	\$225.69	4453
	08/09/2021	02703937	\$225.69	4453
	08/12/2021	02703937	\$225.69	4453
	08/16/2021	02703937	\$225.69	4453
	08/19/2021	02703937	\$225.69	4453
	08/24/2021	02703937	\$225.69	4453
	08/25/2021	02703937	\$225.69	4453
	08/26/2021	02703937	\$225.69	4453
	08/27/2021	02703937	\$225.69	4453
	08/30/2021	02703937	\$225.69	4453
	08/31/2021	02703937	\$225.69	4453
	09/02/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	09/03/2021	02703937	\$225.69	4453
	09/09/2021	02703937	\$225.69	4453
	09/10/2021	02703937	\$225.69	4453
	09/16/2021	02703937	\$225.69	4453
	09/17/2021	02703937	\$225.69	4453
	09/20/2021	02703937	\$225.69	4453
	09/22/2021	02703937	\$225.69	4453
	09/23/2021	02703937	\$225.69	4453
	09/27/2021	02703937	\$225.69	4453
	09/28/2021	02703937	\$225.69	4453
	09/29/2021	02703937	\$225.69	4453
	09/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
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	11/05/2021	02703937	\$225.69	4453
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	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
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	05/05/2021	02703937	\$221.46	4453
	05/06/2021	02703937	\$221.46	4453
	05/07/2021	02703937	\$221.46	4453
	05/10/2021	02703937	\$221.46	4453
	05/13/2021	02703937	\$221.46	4453
	05/14/2021	02703937	\$221.46	4453
	05/17/2021	02703937	\$221.46	4453
	05/19/2021	02703937	\$221.46	4453
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	05/24/2021	02703937	\$221.46	4453
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	05/27/2021	02703937	\$221.46	4453
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EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	06/07/2021	02703937	\$221.46	4453
	06/08/2021	02703937	\$221.46	4453
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	06/11/2021	02703937	\$221.46	4453
	06/28/2021	02703937	\$221.46	4453
	06/29/2021	02703937	\$221.46	4453
	10/01/2021	02703937	\$225.69	4453
	10/04/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
	10/11/2021	02703937	\$225.69	4453
	10/13/2021	02703937	\$225.69	4453
	10/14/2021	02703937	\$225.69	4453
	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/27/2021	02703937	\$112.84	4454
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/03/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/10/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
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	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	09/02/2021	02703937	\$112.84	4454
	09/03/2021	02703937	\$225.69	4453
	09/08/2021	02703937	\$225.69	4453
	09/09/2021	02703937	\$225.69	4453
	09/10/2021	02703937	\$225.69	4453
	09/13/2021	02703937	\$225.69	4453
	09/14/2021	02703937	\$225.69	4453
	09/16/2021	02703937	\$225.69	4453
	09/17/2021	02703937	\$225.69	4453
	09/20/2021	02703937	\$225.69	4453
	09/23/2021	02703937	\$225.69	4453
	09/24/2021	02703937	\$225.69	4453

EXHIBIT A

Reference ID	Service Date	Billing MMIS ID	Net Total Paid Amount	Rate Code
	09/27/2021	02703937	\$225.69	4453
	09/28/2021	02703937	\$225.69	4453
	09/30/2021	02703937	\$225.69	4453
	10/01/2021	02703937	\$225.69	4453
	10/05/2021	02703937	\$225.69	4453
	10/06/2021	02703937	\$225.69	4453
	10/07/2021	02703937	\$225.69	4453
	10/08/2021	02703937	\$225.69	4453
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	10/15/2021	02703937	\$225.69	4453
	10/18/2021	02703937	\$225.69	4453
	10/20/2021	02703937	\$225.69	4453
	10/21/2021	02703937	\$225.69	4453
	10/22/2021	02703937	\$225.69	4453
	10/25/2021	02703937	\$225.69	4453
	10/28/2021	02703937	\$225.69	4453
	10/29/2021	02703937	\$225.69	4453
	11/01/2021	02703937	\$225.69	4453
	11/02/2021	02703937	\$225.69	4453
	11/04/2021	02703937	\$225.69	4453
	11/05/2021	02703937	\$225.69	4453
	11/08/2021	02703937	\$225.69	4453
	11/09/2021	02703937	\$225.69	4453
	11/11/2021	02703937	\$225.69	4453
	11/12/2021	02703937	\$225.69	4453
	11/15/2021	02703937	\$225.69	4453
	11/16/2021	02703937	\$225.69	4453
	11/18/2021	02703937	\$225.69	4453
	11/19/2021	02703937	\$225.69	4453
	11/22/2021	02703937	\$225.69	4453
	11/23/2021	02703937	\$112.84	4454

Total Paid

\$228,355.19

Exhibit B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA and THE
STATES OF MARYLAND, NEW JERSEY, NEW
YORK, TENNESSEE, TEXAS, AND THE CITY
OF NEW YORK *ex rel.* SCOIF LLC,

Plaintiffs,

v.

COMMUNITY OPTIONS, INC. and
COMMUNITY OPTIONS OF NEW YORK,
INC.,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

COMMUNITY OPTIONS, INC. and
COMMUNITY OPTIONS NEW YORK,
INC.,

Defendants.

20 Civ. 4684 (VEC)

CONSENT JUDGMENT

Upon the consent of Plaintiff the United States of America and Defendants Community Options, Inc. and Community Options New York, Inc. (“Defendants”), it is hereby:

ORDERED, ADJUDGED and DECREED that Plaintiff the United States of America is awarded judgment in the amount of \$2,148,540.37 jointly and severally against Community Options, Inc. and Community Options New York, Inc., as well as post-judgment interest at the rate of 12% per annum compounded daily from December 12, 2024.

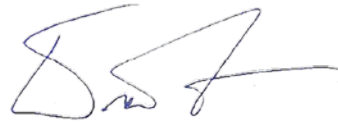
AGREED TO BY:

THE UNITED STATES OF AMERICA

Dated: New York, New York
March 25, 2025

MATTHEW PODOLSKY
Acting United States Attorney for the
Southern District of New York

By:

A handwritten signature in blue ink, appearing to read 'D. Farber', is written over a horizontal line.

David E. Farber
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10005
212-637-2772
david.farber@usdoj.gov
Attorney for the United States of America

DEFENDANTS

Dated: Princeton, New Jersey
March 14, 2025

COMMUNITY OPTIONS, INC.

By:



Robert Stack
President and Chief Executive Officer

COMMUNITY OPTIONS NEW YORK, INC.

By:



Robert Stack
Principal Officer and Chairman

Dated: Chatham, New Jersey
March 14, 2025

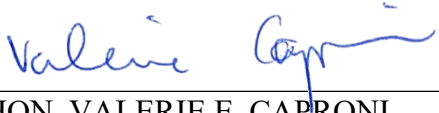
MARINO, TORTORELLA & BOYLE P.C.

By:



Kevin H. Marino, Esq.
437 Southern Blvd.
Chatham Township, NJ 07928
Tel.: (973) 824-9300
kmarino@khmarino.com
Attorneys for Defendants

SO ORDERED:



HON. VALERIE E. CAPRONI
UNITED STATES DISTRICT JUDGE

Dated: March 26, 2025