

financial and administrative assistance to its affiliated organizations, including CenterLight Healthcare, Inc. (“CenterLight Healthcare”);

WHEREAS, CenterLight Healthcare is a New York not-for-profit corporation that administers managed health care plans available to residents of the New York City metropolitan area;

WHEREAS, CenterLight Healthcare administers a Managed Long Term Care Plan (the “CenterLight MLTCP”) pursuant to a Managed Long Term Care Partial Capitation Model Contract (the “MLTCP Contract”) with the New York State Department of Health (“DOH”) under which it arranges for health and community-based long-term care services for beneficiaries of the State’s Medical Assistance Program (Medicaid) who enroll in the plan and reimburses providers for such services;

WHEREAS, on or about November 27, 2013, Relator filed a *qui tam* action in the United States District Court for the Southern District of New York, captioned *United States ex rel. Heisler et al. v. CenterLight Healthcare et al.*, No. 13 Civ. 8502 (LAK)(GWG), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and the State False Claims Act, New York State Finance Law § 190(2) (“the Relator’s Action”). The Relator’s Action alleges, among other things, that CenterLight Healthcare improperly solicited individuals to join the CenterLight MLTCP by offering them gifts and incentives and making false promises, and enrolled individuals who were not eligible for membership in the CenterLight MLTCP;

WHEREAS, the United States, through the Office of the United States Attorney for the Southern District of New York, filed a Notice of Partial Intervention in the Relator’s Action against CenterLight and simultaneously herewith filed this Stipulation to resolve allegations that CenterLight submitted or caused to be submitted false claims for payment to the Medicaid program as a result of the following conduct, which occurred from January 1, 2012, through December 31, 2014: (a) the CenterLight MLTCP enrolled, or failed to identify and dis-enroll in

a timely manner, 1,241 ineligible members who were referred by social adult day care centers (“SADCCs”), or who received services from SADCCs (“the 1,241 Ineligible Members”) (the 1,241 Ineligible Members are identified in Exhibit A to this Stipulation)¹; (b) CenterLight Healthcare used SADCCs to provide personal care services to CenterLight MLTCP members as the members’ primary source of personal care services where (i) such services did not qualify as personal care services, or (ii) such services were provided by SADCCs that were not legally permitted or competent to provide such personal care services; and (c) CenterLight Healthcare engaged in improper marketing practices specifically directed toward enrolling members through SADCCs and inducing such members to use SADCCs as the members’ primary source of personal care services (this conduct is referred to below as the “Covered Conduct”);

WHEREAS, the State of New York (the “State”), through the Medicaid Fraud Control Unit of the New York State Attorney General’s Office, has filed a Notice of Partial Intervention in the Relator’s Action;

WHEREAS, the State, through the Medicaid Fraud Control Unit of the New York State Attorney General’s Office, contemporaneously herewith has entered into a stipulation with CenterLight to resolve the State’s claims relating to the Covered Conduct (the “State Settlement”);

WHEREAS, the total amount to be paid in settlement of the claims of the United States and the State related to the Covered Conduct is \$46,751,086.74;

WHEREAS, the Relator’s share of the settlement will be subject to a separate agreement between Relator and the United States;

¹ The names and any other identifying information of the 1,241 Ineligible Members are redacted in the version of the Stipulation that is filed on the Civil Docket to preserve the confidentiality of their identities.

NOW, THEREFORE, in consideration of the mutual promises and obligations of this Stipulation, the Parties agree and covenant as follows:

1. The Parties consent to this Court's exercise of subject matter jurisdiction over this action and personal jurisdiction over each of them with respect to this action.
2. CenterLight admits, acknowledges, and accepts responsibility for the following:
 - a. The 1,241 Ineligible Members were referred to CenterLight Healthcare by SADCCs or received SADCC services. Various SADCCs in CenterLight Healthcare's provider network either (i) did not provide services that qualified as "personal care services" under the MLTCP Contract, or (ii) were not legally permitted or competent to provide such "personal care services."
 - b. Many of the 1,241 Ineligible Members were not eligible to be members of the CenterLight MLTCP at the time of their enrollment, while others were not eligible to remain in the CenterLight MLTCP at the time of their re-assessment but were not dis-enrolled in a timely manner.
 - c. Some of the 1,241 Ineligible Members whom CenterLight Healthcare improperly enrolled and/or did not promptly dis-enroll included those whose primary personal care service was assistance with housekeeping tasks, which did not meet the definition of community based long-term care services when the DOH policies issued in June and August 2013 took effect.
 - d. CenterLight Healthcare received monthly capitation payments for the 1,241 Ineligible Members.

3. CenterLight agrees to pay to the United States \$18,700,434.70 (the "U.S. Settlement Amount") for the federal portion of the loss to the Medicaid program due to the Covered Conduct. Payment of the U.S. Settlement Amount shall be made from funds held by the State in the escrow account created pursuant to the escrow agreement, dated August 13, 2014, between the Medicaid Fraud Control Unit of the New York State Attorney General's Office and CenterLight (the "Escrow Agreement" and the "Escrow Account," respectively), pursuant to 42 C.F.R. § 455.23(e)(2). CenterLight has consented to the U.S. Settlement Amount being paid from these funds. The State has informed the United States that it will forward the U.S. Settlement Amount to the United States within 10 business days of the Effective Date (as defined in Paragraph 27 below), and the State will be solely responsible for effecting such transfer.

4. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon the United States receiving the U.S. Settlement Amount, the United States releases CenterLight and all of its predecessors and successors, together with its respective current and former officers, directors, trustees, servants, employees, agents, affiliates and assigns, from any civil or administrative monetary claim the United States has 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 related to the Covered Conduct.

5. This Stipulation resolves only part of the United States' investigation regarding the operation of CenterLight, and the balance of that investigation (the "Ongoing Investigation") is continuing. Specifically, this Stipulation is not intended to and does not cover any allegations other than with respect to the Covered Conduct. For purposes of example only and without

limitation, the following allegations are specifically excluded from the Covered Conduct and subject to further investigation: [REDACTED]

[REDACTED]

CenterLight agrees to cooperate with the Ongoing Investigation, provided, however, that CenterLight shall not be required as part of any such cooperation to waive (a) its attorney-client privilege, joint defense privilege, or attorney work product protections, or (b) its right to assert any factual or legal defenses to any additional claims or charges that the United States might bring against CenterLight.

6. Conditioned upon full payment of the U.S. Settlement Amount, Relator for himself and for his heirs, executors, administrators, estates, successors, attorneys, agents, and assigns, hereby fully, finally and irrevocably releases CenterLight and all of its predecessors and successors, together with its respective current and former officers, directors, trustees, servants,

² The language in the provisions (a) – (d) is redacted in the version of the Stipulation that is filed on the Civil Docket to preserve the confidentiality of the subject matters of the Ongoing Investigation.

employees, agents, affiliates, and assigns, from any claims Relator has asserted, could have asserted, or may assert in the future on behalf of the United States arising out of the Covered Conduct, including, without limitation, claims under 31 U.S.C. §§ 3729-3733. However, nothing in this Stipulation shall preclude Relator from seeking to recover his expenses or attorney's fees and costs from CenterLight, pursuant to 31 U.S.C. § 3730(d) and N.Y. State Fin. Law § 190(6)(a).

7. CenterLight agrees that it will (a) comply with all provisions of the MLTC Contract, and all policies and procedures issued by DOH from time to time to govern the enrollment, assessment, re-assessment, and dis-enrollment of CenterLight MLTCP members, including requirements that CenterLight MLTCP members be eligible at the time of enrollment and requirements to timely dis-enroll any such members who are no longer MLTCP-eligible upon re-assessment; (b) monitor and, if necessary, revise its standards for credentialing SADCCs; (c) take steps to credential and re-credential only those SADCCs that have the necessary certificates to operate as an SADCC, are capable of providing community-based personal care services and comply with applicable regulations, including 9 NYCRR § 6654.20 (the SOFA Regulations); (d) monitor SADCCs in CenterLight Healthcare's provider network to ensure compliance with CenterLight's credentialing requirements, SOFA Regulations and care plans for CenterLight MLTCP members using such centers; (e) periodically monitor a sample of SADCCs to ensure that SADCCs furnish community-based personal care services to CenterLight MLTCP members in accordance with the respective authorized care plans of such members; and (f) prohibit marketing practices specifically directed at enrolling CenterLight MLTCP members through SADCCs or inducing such members to use SADCCs as their primary source of personal care services (collectively, "MLTC Program Standards"). The United States will have access to

any materials or information provided to the Monitor who will be responsible for assessing CenterLight Healthcare's compliance with the MLTCP Program Standards pursuant to the State Settlement.

8. Notwithstanding the releases given in Paragraph 4 or any other Paragraph of this Stipulation, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Stipulation, any administrative liability, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and
- e. Any liability based upon obligations created by this Stipulation.

9. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation but agree and confirm that this Stipulation is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

10. CenterLight waives and shall not assert any defenses it 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. Nothing in this Paragraph or any other provision of this Stipulation constitutes an agreement by

the United States concerning the characterization of the U.S. Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

11. CenterLight and all of its predecessors and successors, together with its respective current and former officers, directors, trustees, servants, employees, agents, affiliates, and assigns, fully and finally releases the United States, and its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that CenterLight has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

12. In consideration of the obligations of Relator set forth in this Stipulation, CenterLight and all of its predecessors and successors, together with its respective current and former officers, directors, trustees, servants, employees, agents, affiliates, and assigns, hereby fully, finally, and irrevocably release Relator and his heirs, executors, administrators, estates, successors, attorneys, agents and assigns, from all claims, causes or rights of action, demands, liabilities, or penalties of any kind or nature whatsoever, in law or in equity, that they had, have, or may have, against Relator arising out of the Covered Conduct, and Relator's investigation and prosecution thereof.

13. The U.S. Settlement Amount shall not be decreased as a result of the denial or retention 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 CenterLight agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

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

- (1) the matters covered by this Stipulation;
- (2) the United States' investigation(s) of the matters covered by this Stipulation;
- (3) CenterLight's investigation, defense, and corrective actions undertaken in response to the United States' investigation(s) in connection with the matters covered by this Stipulation (including attorney's fees);
- (4) the negotiation and performance of this Stipulation; and
- (5) the payment CenterLight makes to the United States pursuant to this Stipulation and any payments that CenterLight may make to Relator, including for his costs and attorney's fees,

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program ("FEHBP") (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by CenterLight, and

CenterLight 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 CenterLight or any of its member corporations, subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

CenterLight further agrees that within 90 days of the Effective Date of this Stipulation it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by CenterLight or any of its member corporations, 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. CenterLight agrees that the United States, at a minimum, shall be entitled to recoup from CenterLight any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by CenterLight or any of its member corporations, subsidiaries or affiliates on the effect of inclusion of Unallowable Costs

(as defined in this Paragraph) on CenterLight or any of its member corporations', 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 CenterLight's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

15. 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 provided in Paragraph 16 below.

16. CenterLight agrees that it waives 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.

17. 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. 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.

18. Except as provided in Paragraph 6, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation.

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

20. 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.

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

22. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. Signatures delivered by facsimile transmission or as .pdf attachments to emails shall constitute acceptable, binding signatures for purposes of this Stipulation.

23. This Stipulation is binding on CenterLight's successors, transferees, heirs, executors, administrators, estates, and assigns.

24. This Stipulation is binding on Relator's successors, transferees, heirs, executors, administrators, estates, and assigns.

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

26. Any notices pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or email followed by postage prepaid first class mail, and shall be addressed as follows:

TO THE UNITED STATES:

Jeffrey K. Powell
United States Attorney's Office
Southern District of New York
86 Chambers Street, 3rd Floor
New York, NY 10007
Telephone: (212) 637-2706
Email: Jeffrey.Powell@usdoj.gov

TO CENTERLIGHT HEALTHCARE and CENTERLIGHT HEALTH SYSTEM, INC.:

Stephen A. Warnke, Esq.
Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Telephone: (212) 841-0681
Email: Stephen.Warnke@ropesgray.com

TO RELATOR:

Kathy S. Marks, Esq.
Yankwitt LLP
140 Grand Street, Suite 501
White Plains, NY 10601
Telephone: (914) 686-1500
Email: Kathy@Yankwitt.com

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

Dated: New York, New York
January 20, 2016

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for Plaintiff United States of America

By:

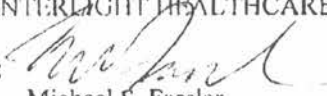

JEFFREY K. POWELL
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone: (212) 637-2706
Facsimile: (212) 637-2686
Email: Jeffrey.Powell@usdoj.gov

Dated: New York, New York

January 13, 2016

CENTERLIGHT HEALTHCARE, INC.

By:

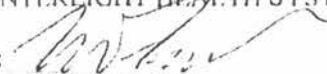

Michael S. Fassler
President and CEO

Dated: New York, New York

January 13, 2016

CENTERLIGHT HEALTH SYSTEM, INC.

By:


Michael S. Fassler
President and CEO


Dated: New York, New York

January 13, 2016

ROPES & GRAY LLP

Attorneys for CENTERLIGHT HEALTHCARE, INC., and
CENTERLIGHT HEALTH SYSTEM, INC.

By:

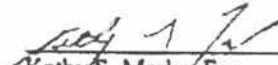

STEPHEN A. WARNKE, ESQ.
Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Telephone: (212) 841-0681
Email: Stephen.Warnke@ropesgray.com

Dated: New York, New York
January 13, 2016


David Heisler, Relator

Dated: New York, New York
January 14, 2016

YANKWITT LLP
Attorneys for Relator

By: 
Kathy S. Marks, Esq.
140 Grand Street, Suite 501
White Plains, NY 10601
Telephone: (914) 686-1500
Email: Kathy@Yankwitt.com

Dated: New York, New York
January 14, 2016

LAW OFFICE OF ANDREA PAPARELLA, PLLC
Attorneys for Relator

By: 
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New York, NY 10001-5304
Telephone: (212) 675-2523
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SO ORDERED


LEWIS A. KAPLAN, USDJ

1/20/16

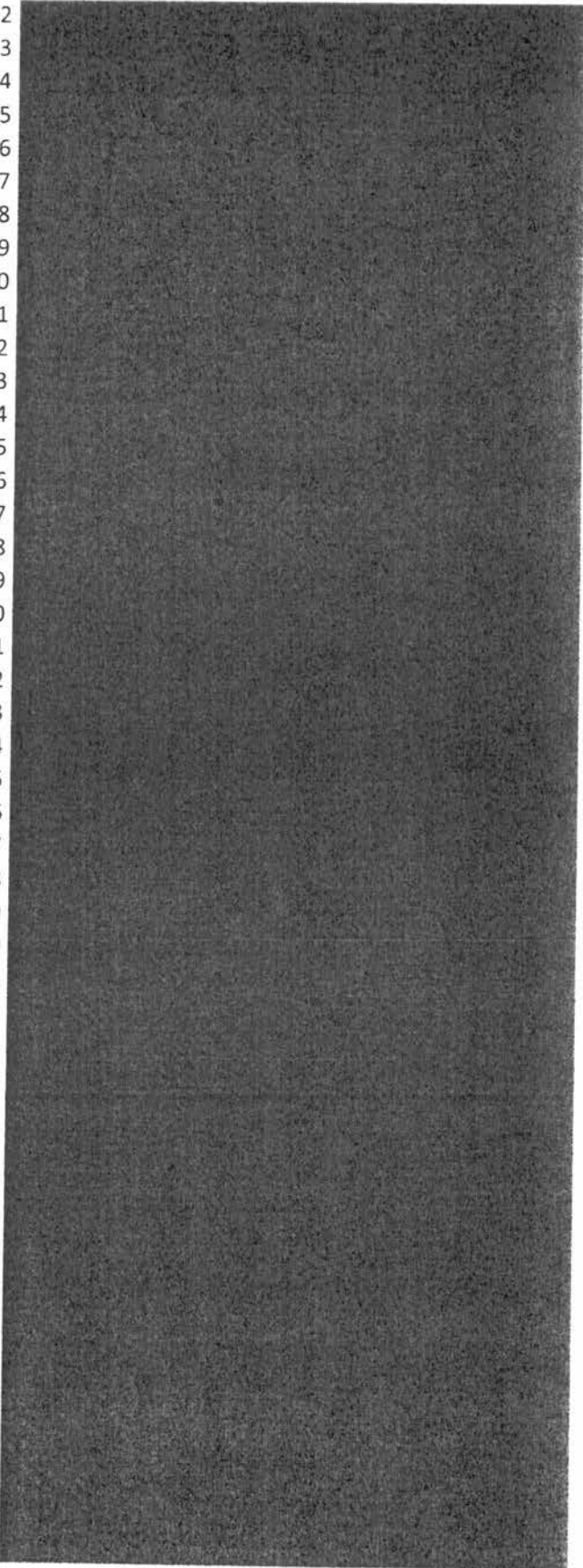
Exhibit A to Stipulation and Order of Settlement

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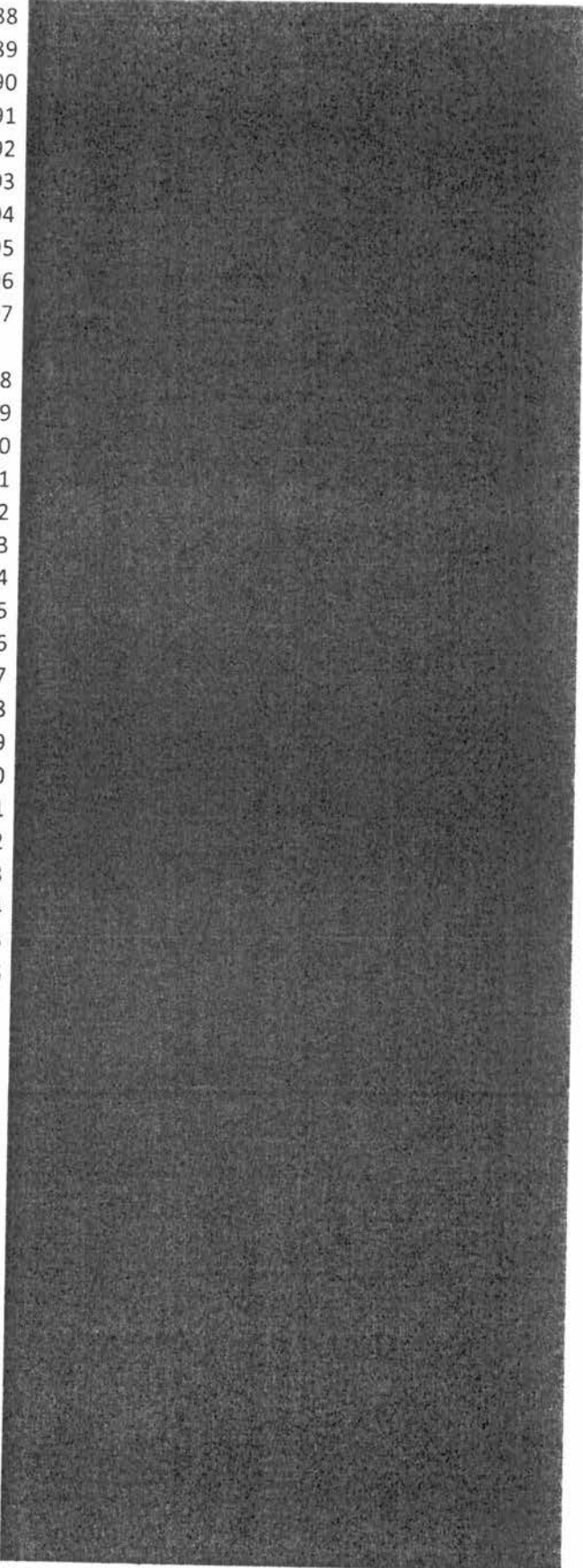
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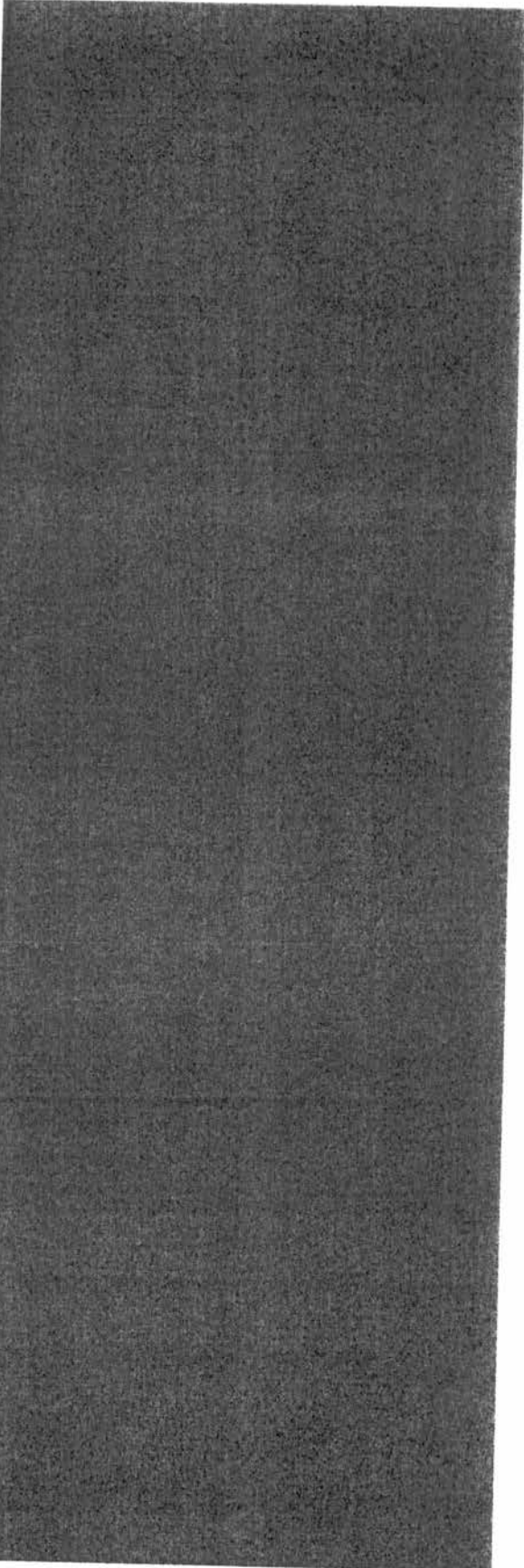


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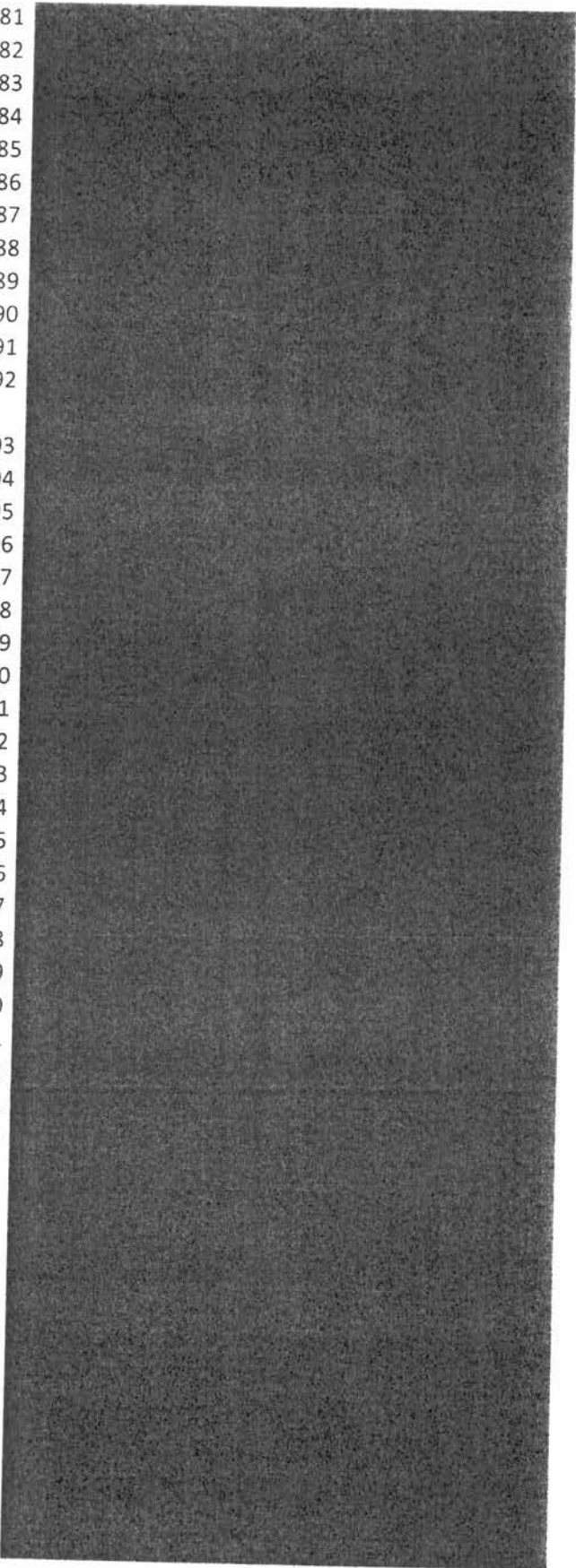


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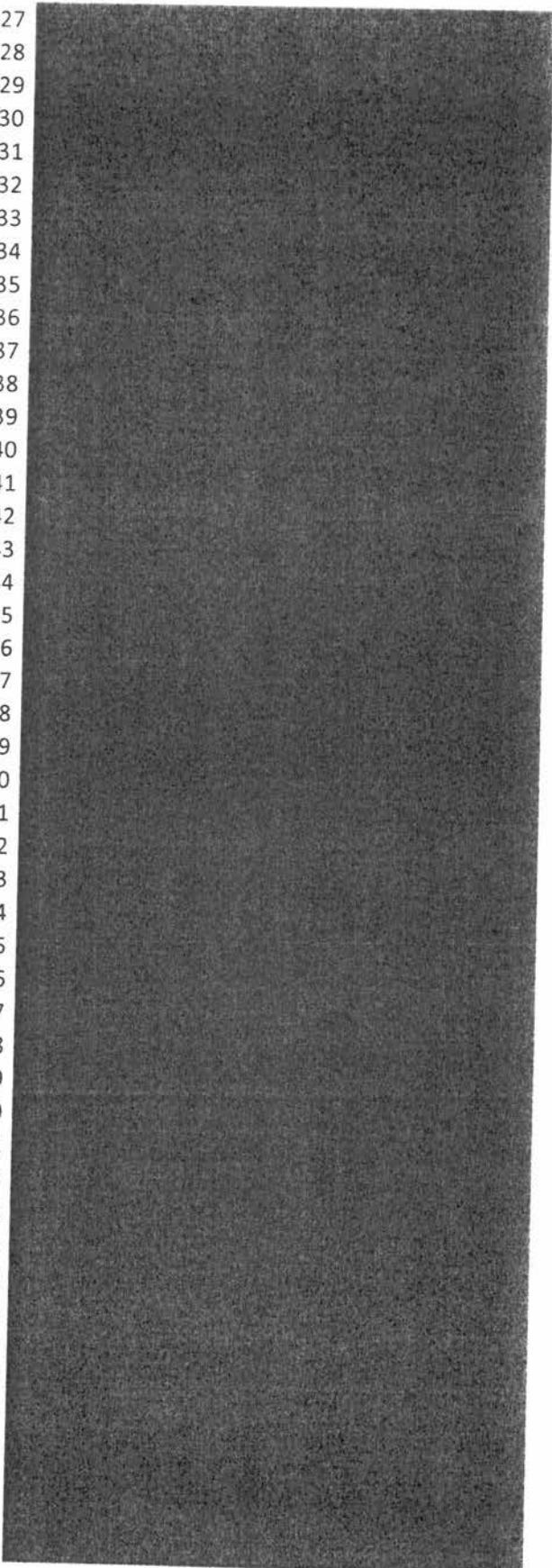


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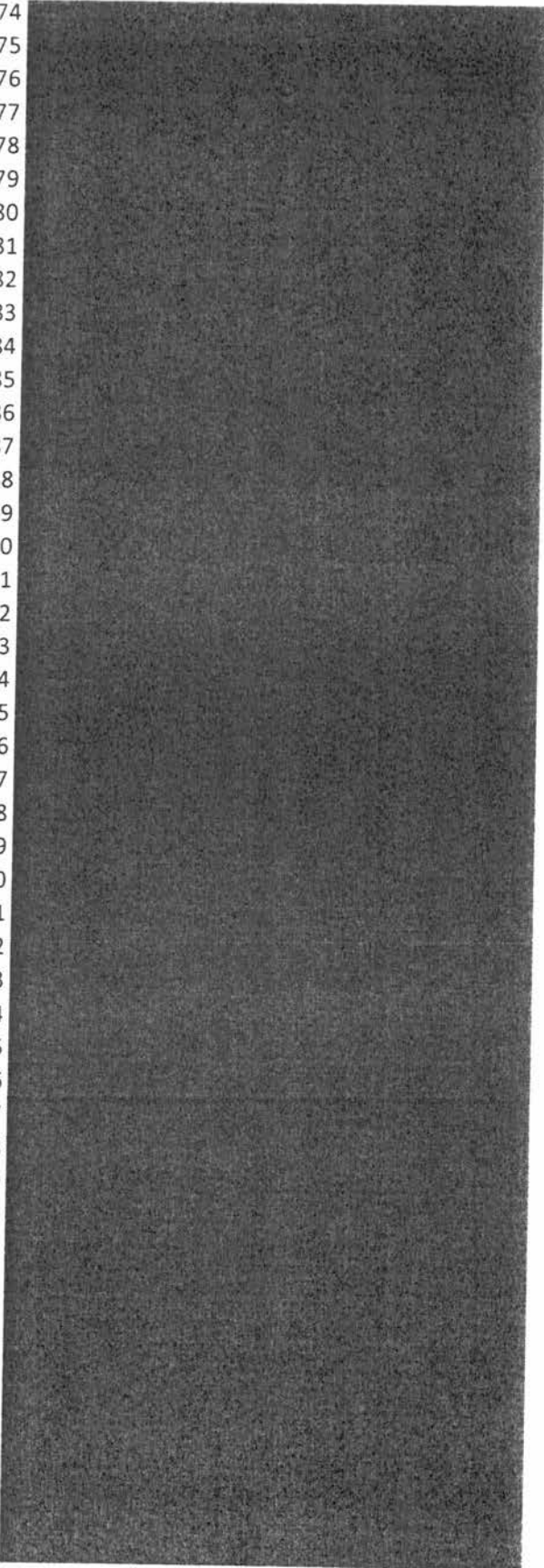
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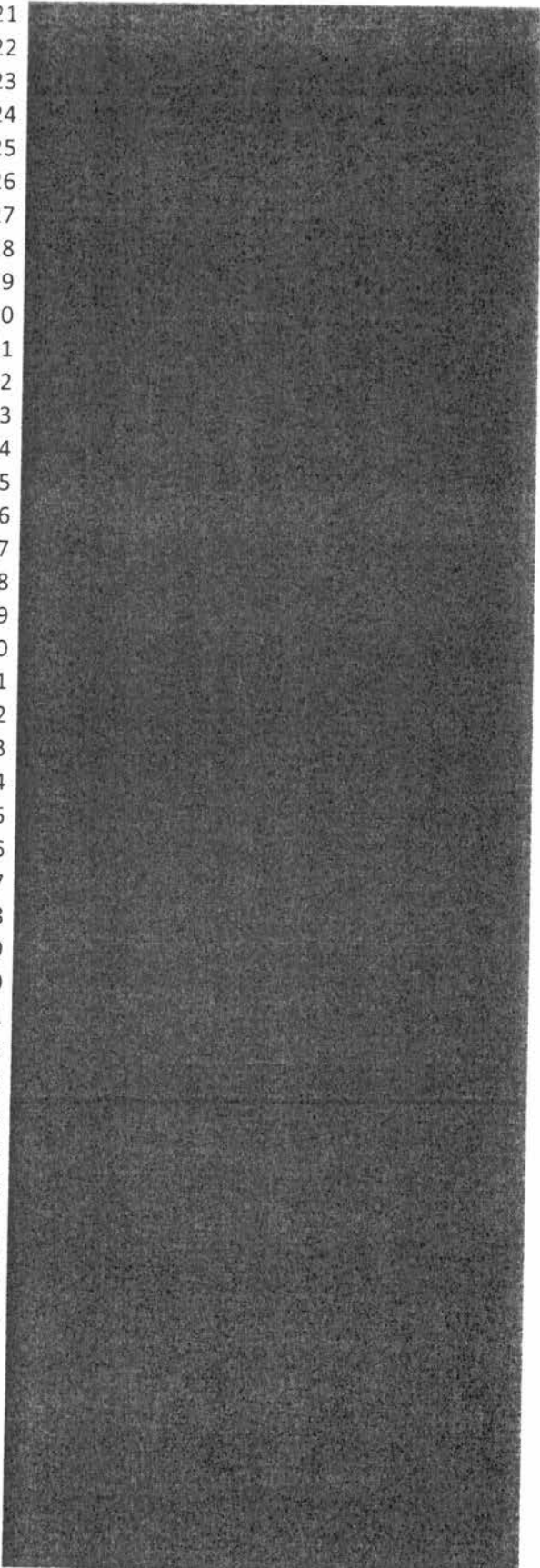
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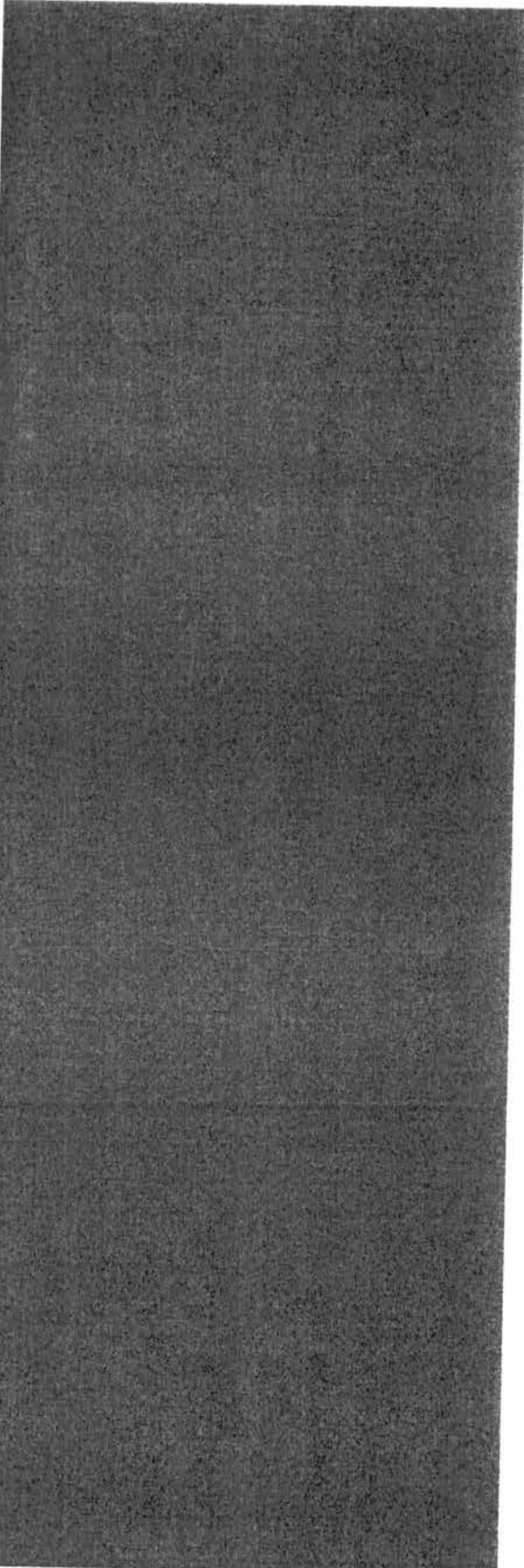
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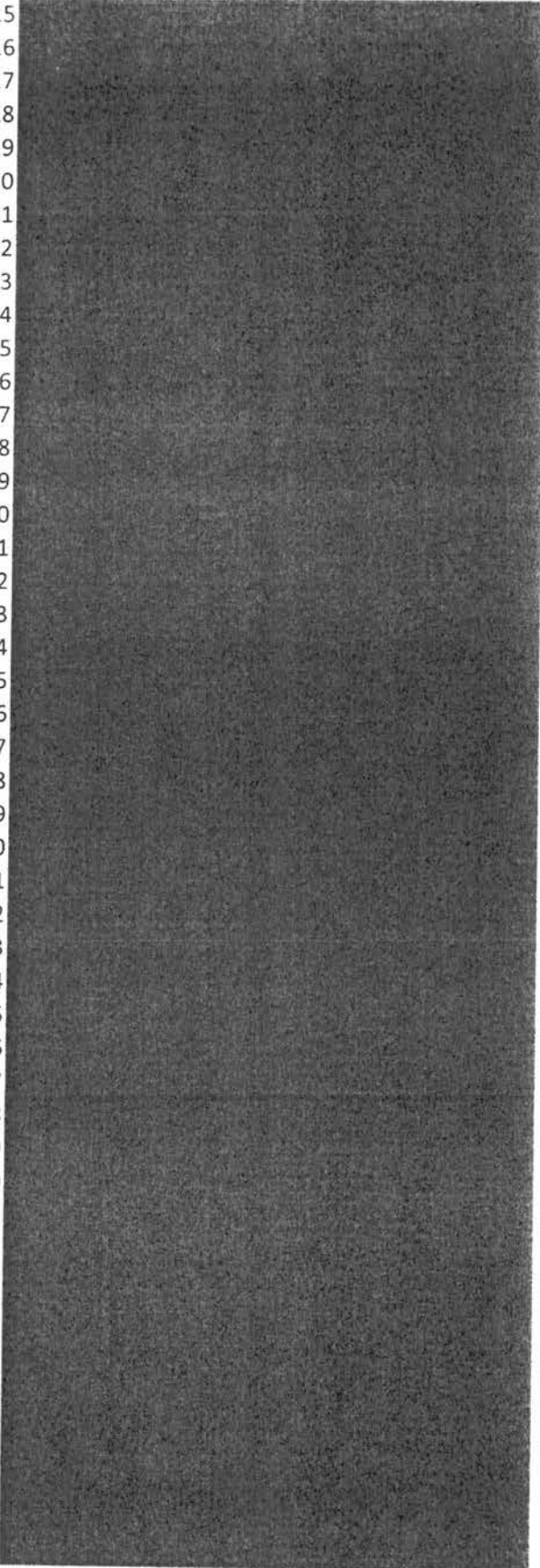
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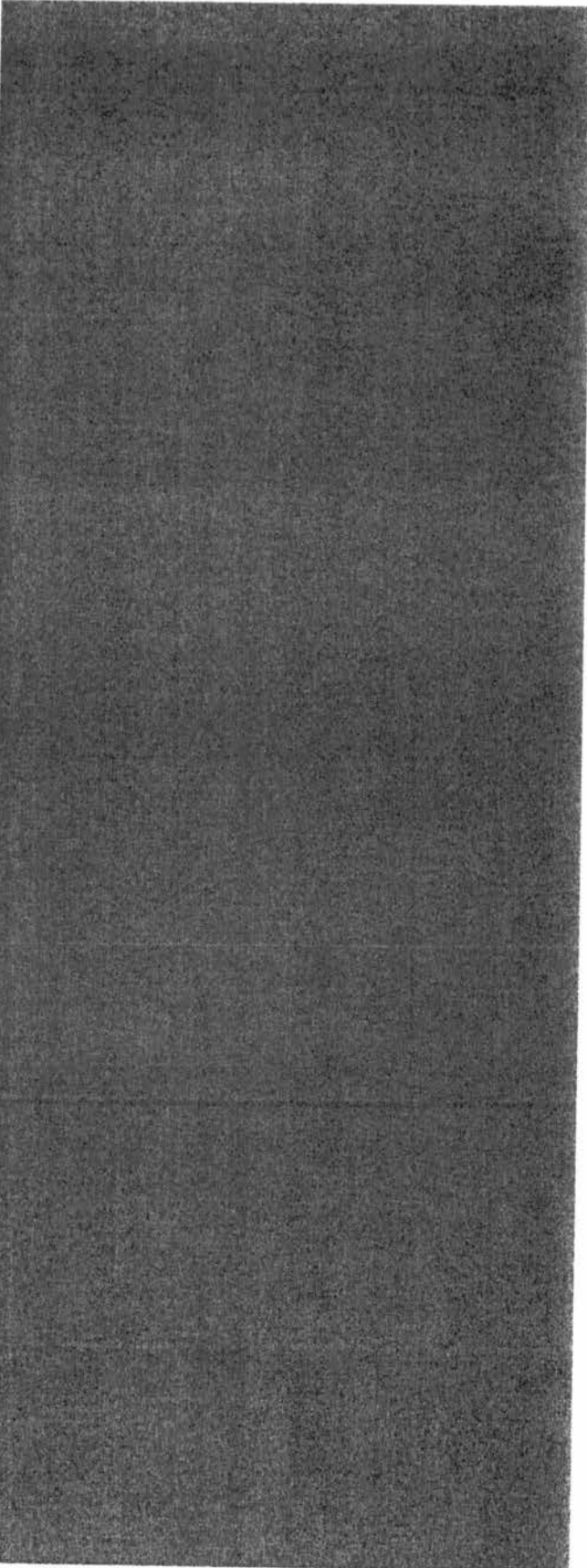


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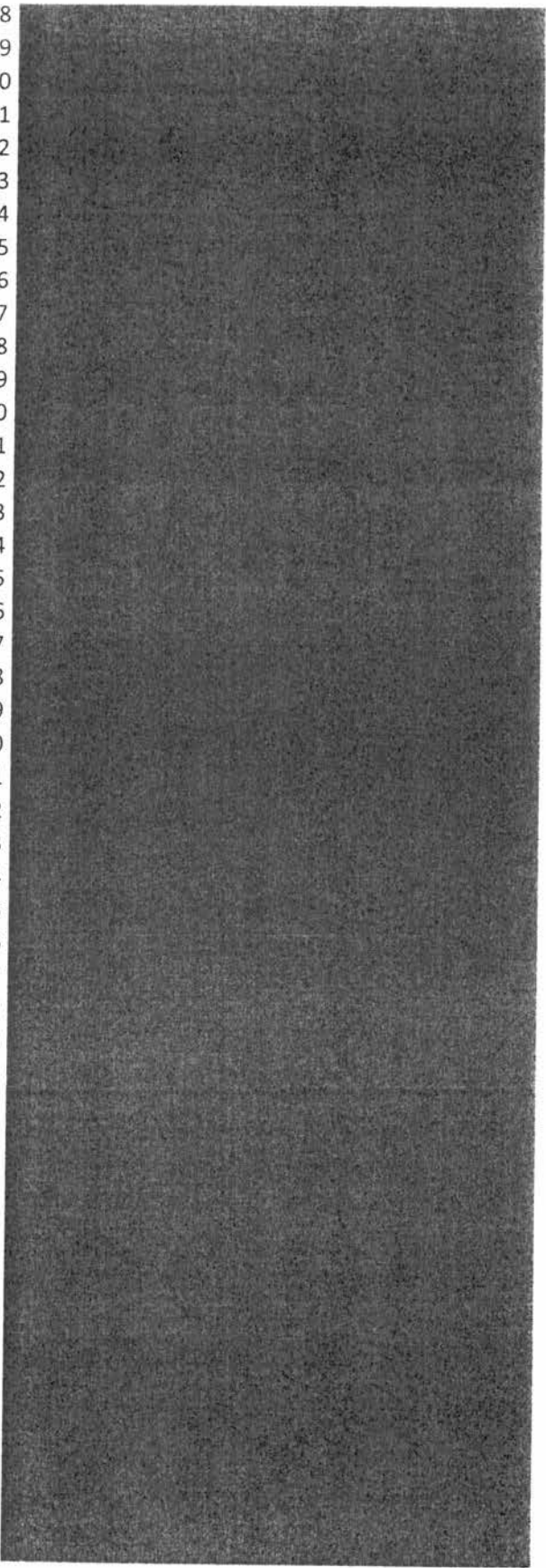


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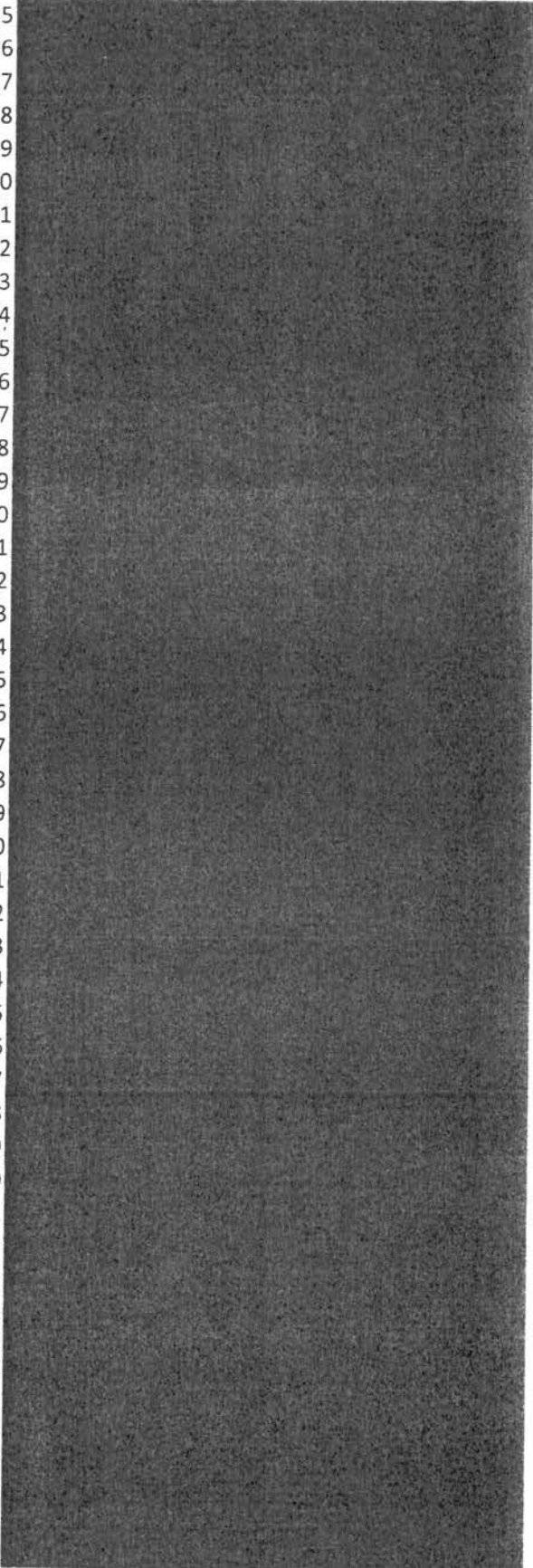
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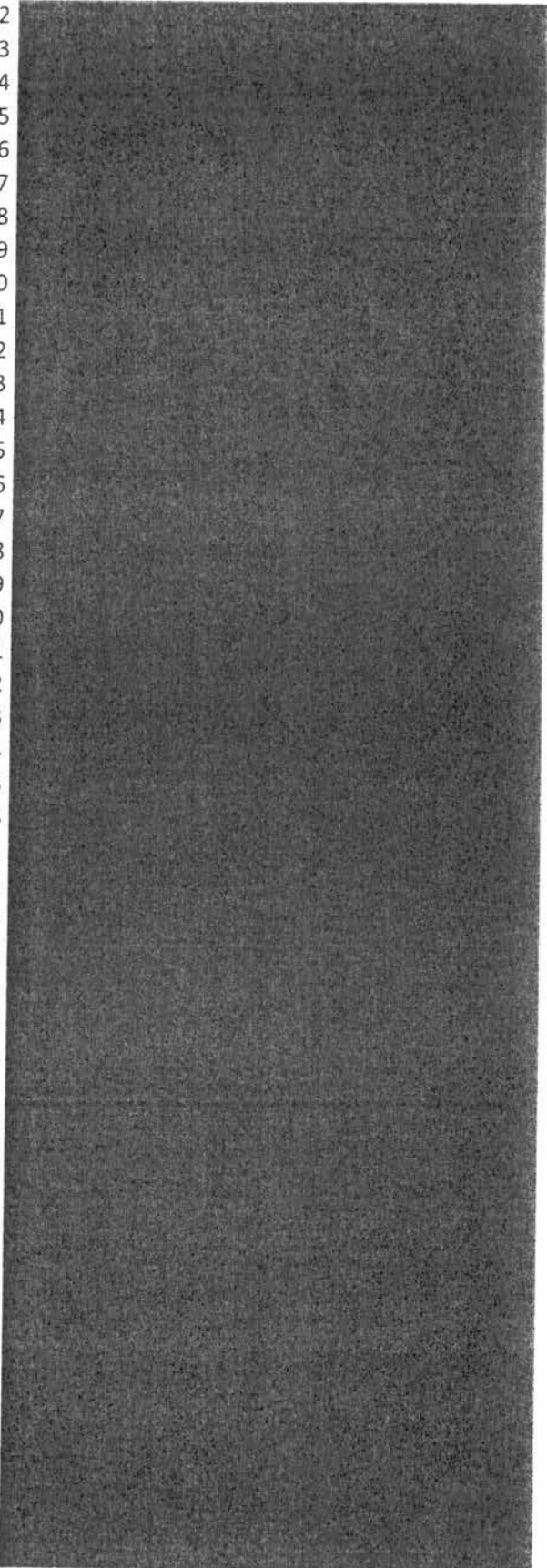
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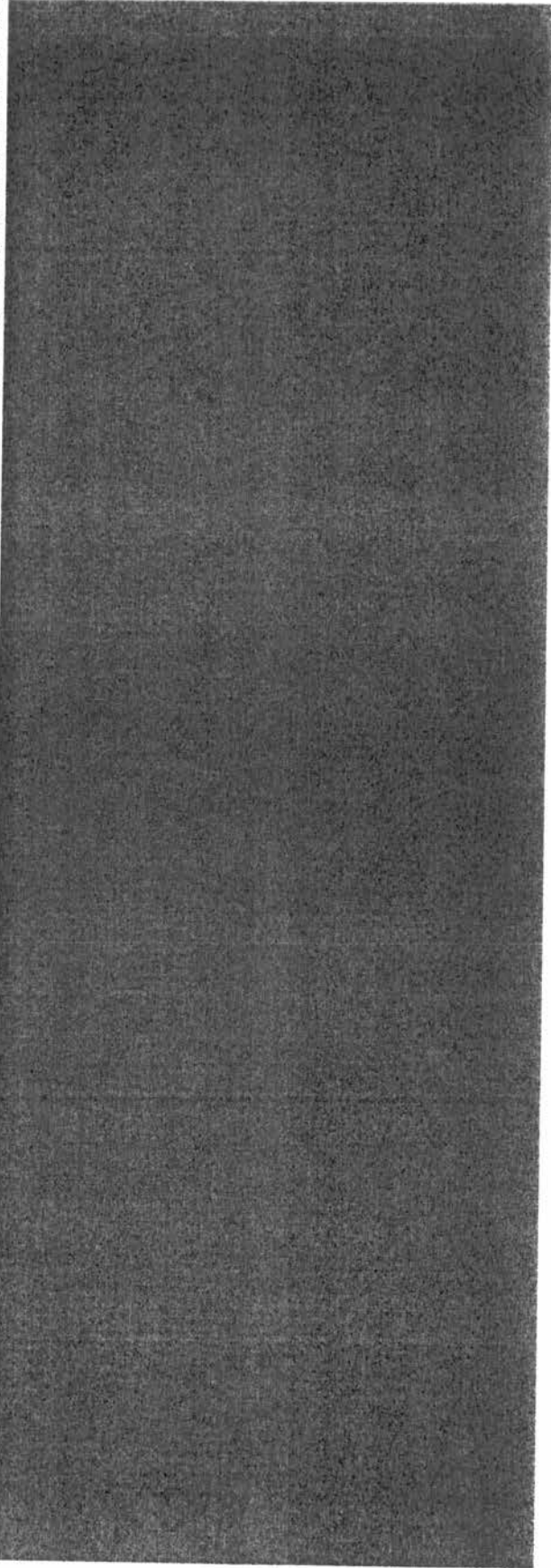
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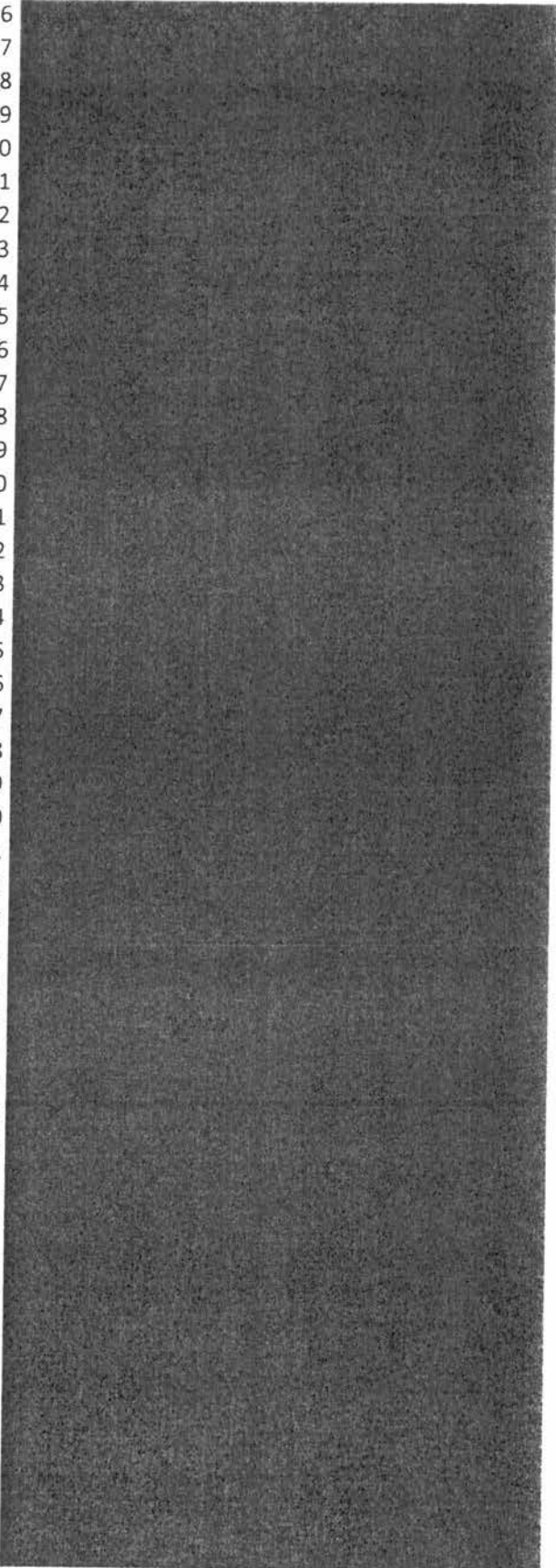
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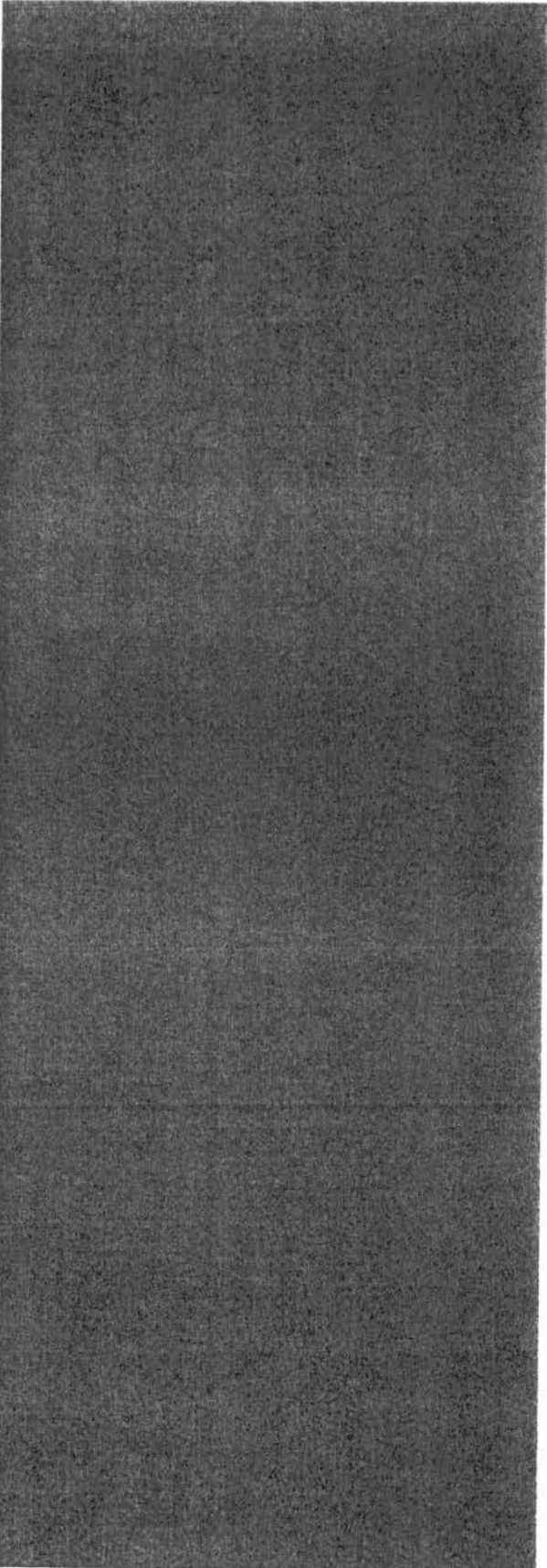
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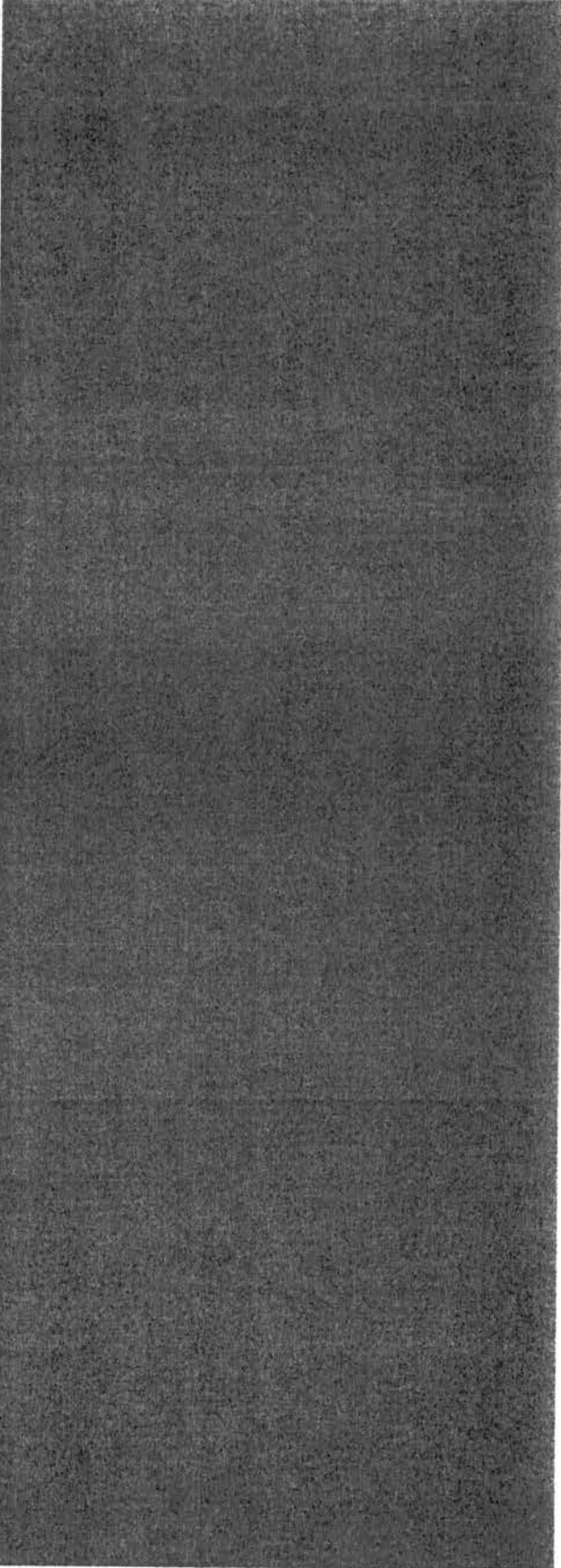
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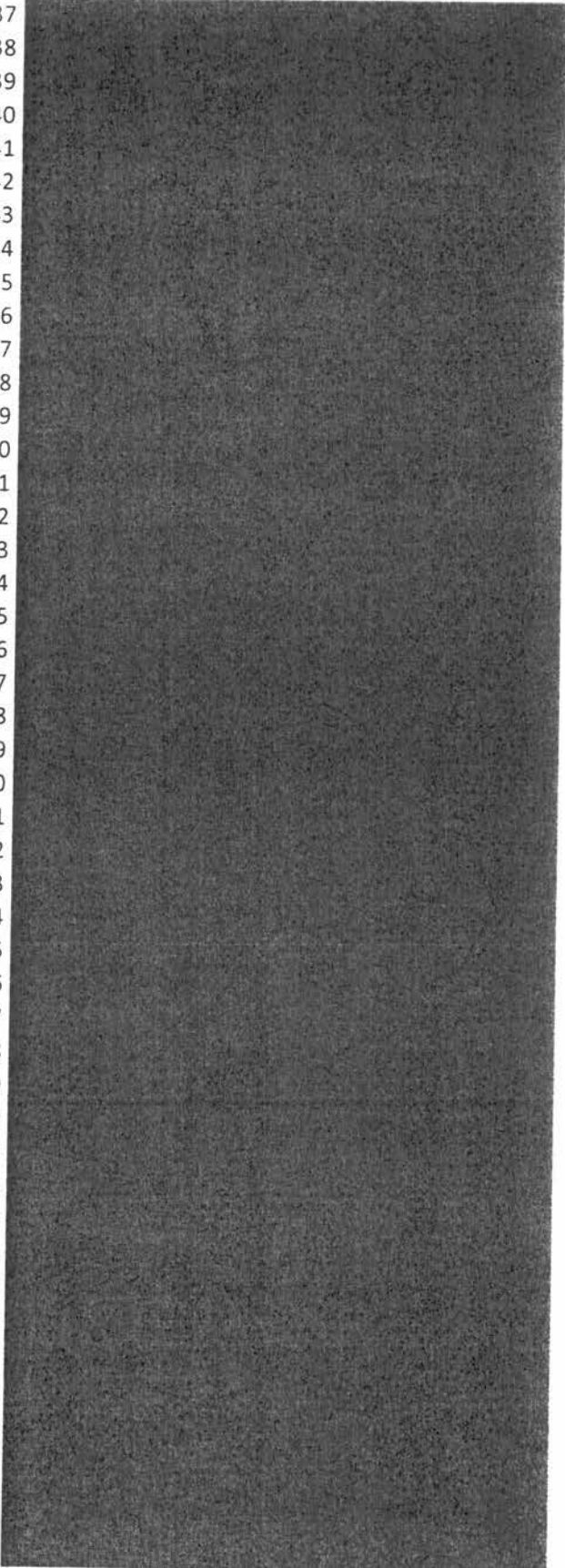
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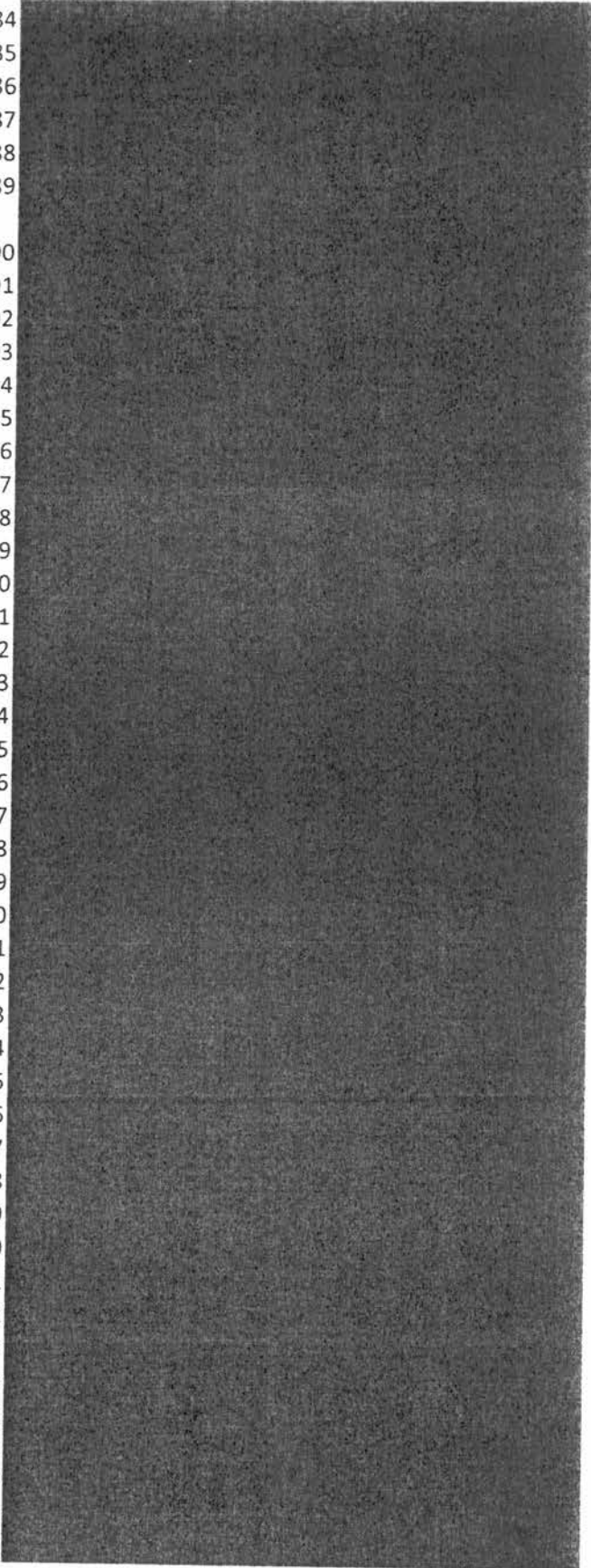


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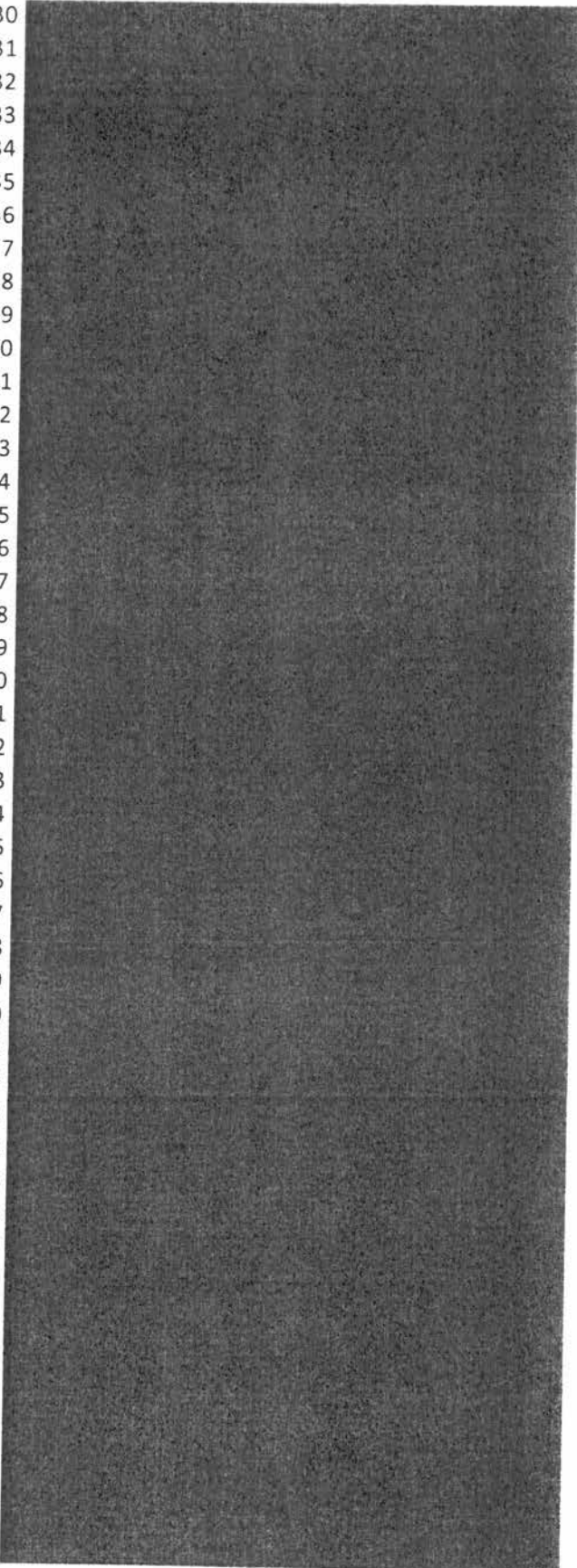


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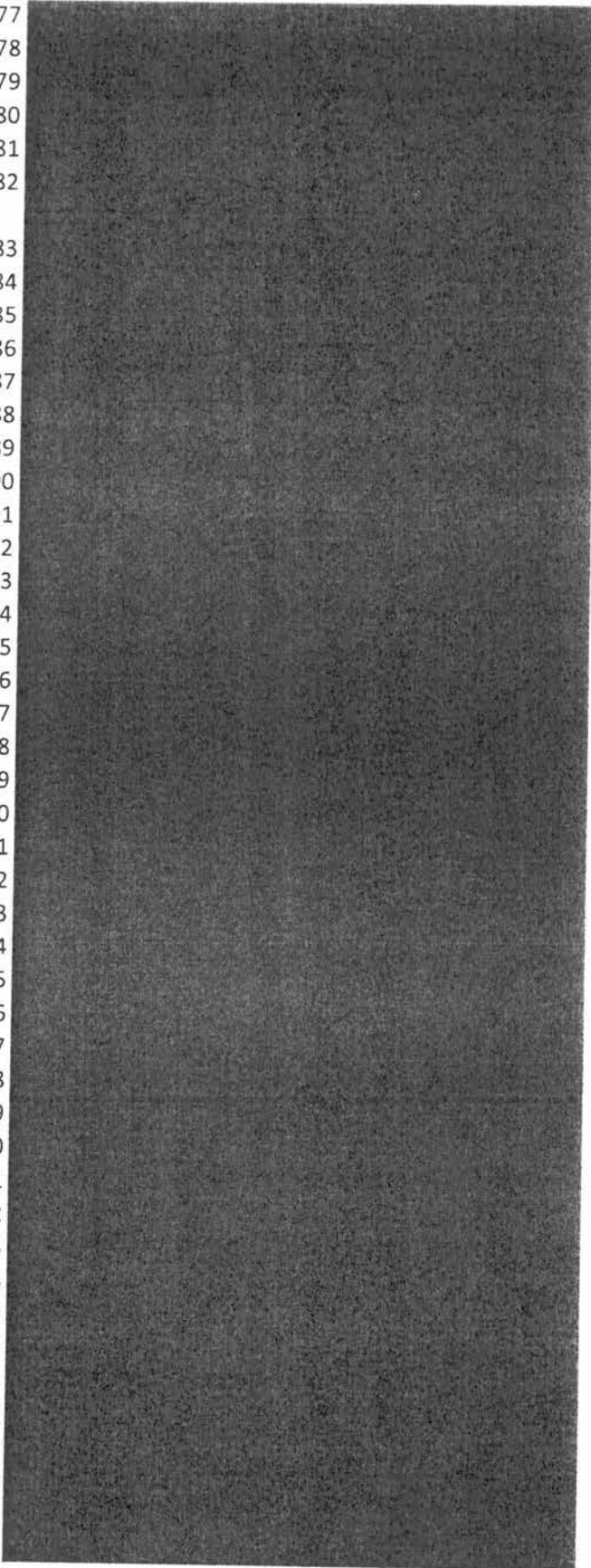


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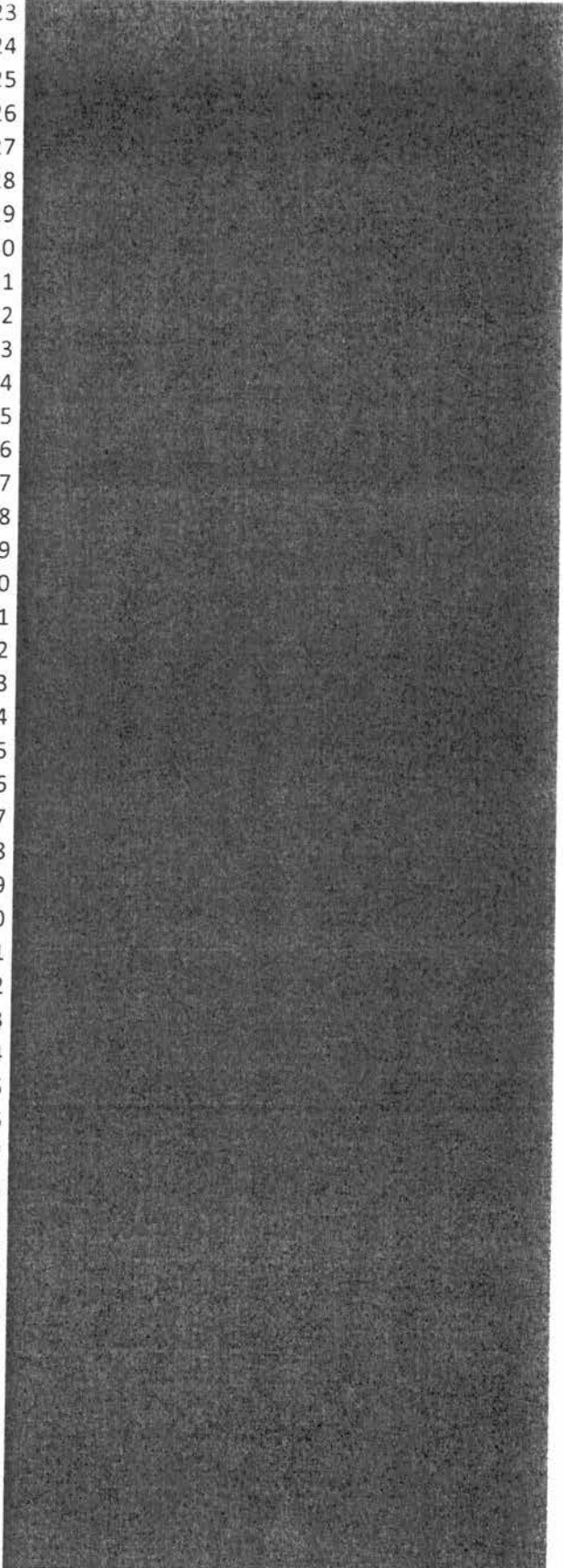


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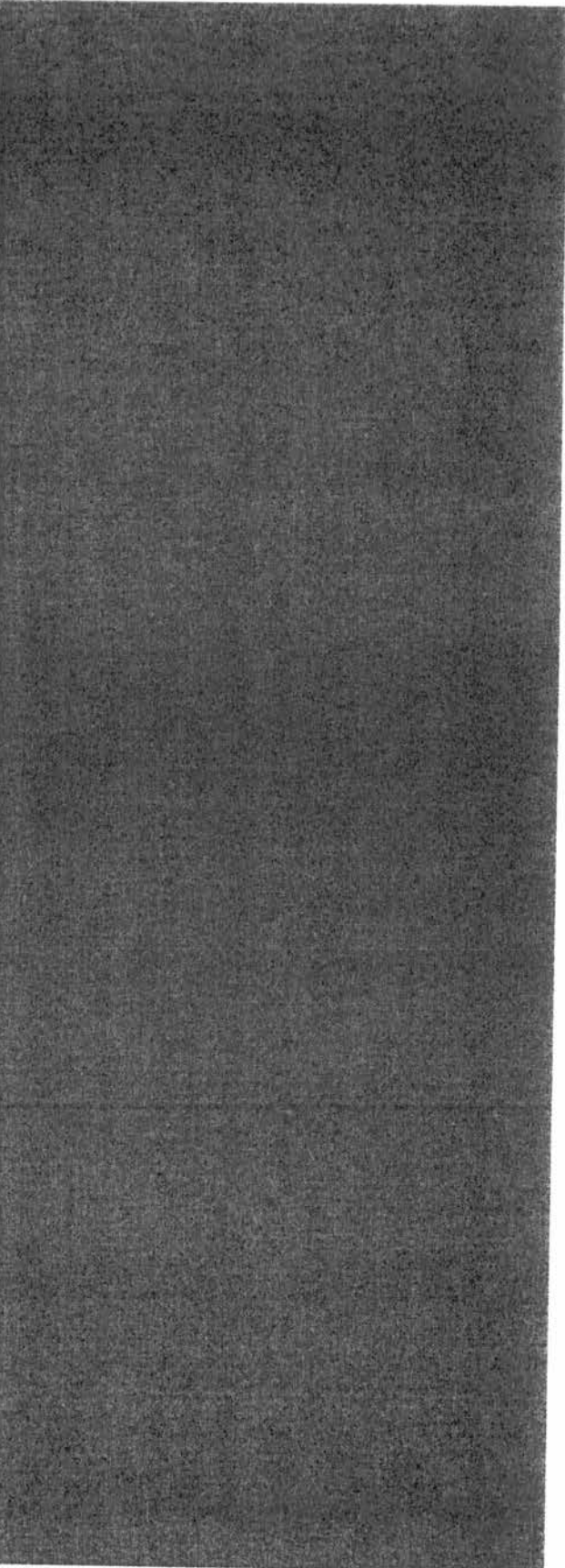
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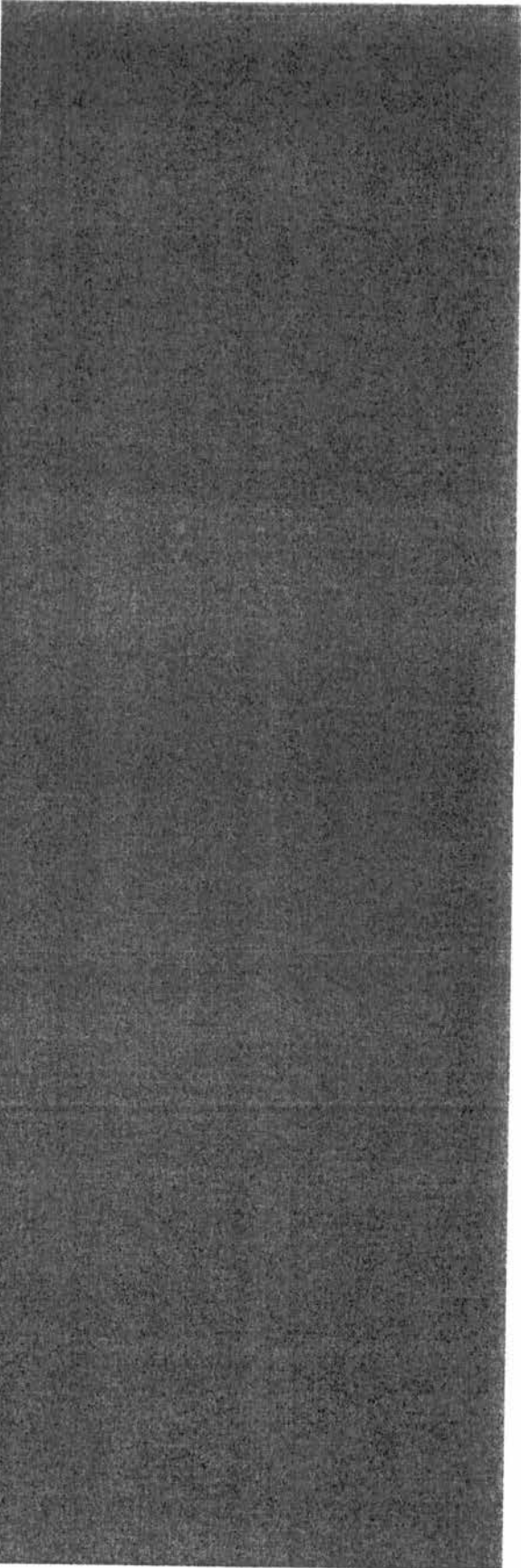
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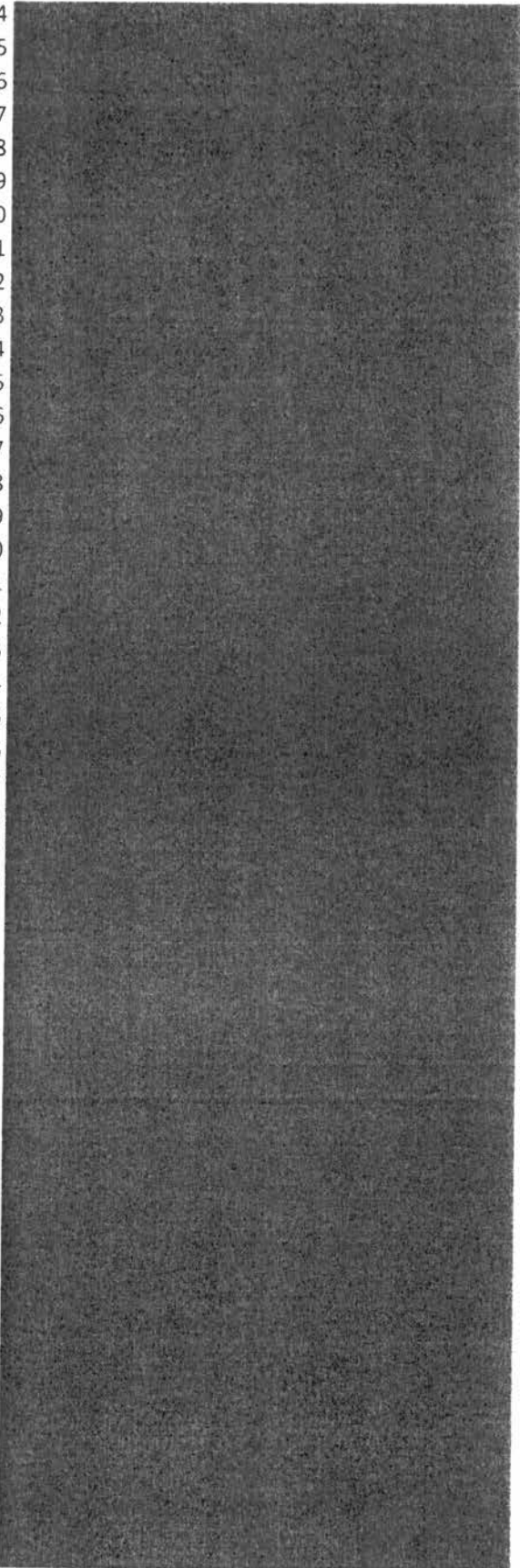
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