

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), the Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program, and the United States Department of Veteran Affairs (collectively, the “United States”); the State of Tennessee acting through the Office of the Tennessee Attorney General (“Tennessee”), the State of Ohio acting through the Office of Ohio Attorney General’s Medicaid Fraud Control Unit and on behalf of the Ohio Department of Medicaid (“Ohio”); TNMO Healthcare, LLC (d/b/a Avalon Hospice), Regency Healthcare Group, LLC, Curo Health Services Holdings, Inc., Curo Health Services, LLC, Odyssey Healthcare Operating B, LP, Odyssey Healthcare Operating A, LP, Odyssey Healthcare of Kansas City, LLC, SouthernCare, Inc., New Beacon Healthcare Group, LLC, and Gentiva Certified Healthcare Corp. (collectively, “Kindred”); and Lisa Pence, Lisa Adkins, Amy Carnell, Robin Teague, Rachel Carol Anderson, Linda Mathis, Amjad Riar, Victoria M. Didde, Jacqueline R. Mayfield, Ronald Mut, Camille Harris, Tamika Kelly, Antonia Forrest, Bertha Kennedy, Deann Roy, Sherri White, Kristen Danielle Jordan, Donna Johnson, Chris Petrey, Jason Medved, and Anthony Donnadio (collectively “Relators”) (hereafter United States, Kindred, Tennessee, Ohio, and Relators collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Kindred is comprised of entities that were previously part of an enterprise that did business through subsidiaries as Kindred at Home. Kindred provided health care services, including hospice services, using various business names during the relevant time periods identified in Paragraphs F, G, and H below. Following an acquisition in July 2018, Curo Health

Services, LLC and its subsidiaries (collectively, “Curo”) became part of the enterprise that did business as Kindred at Home. Curo provided hospice services using various business names, including Avalon, SouthernCare, and SouthernCare New Beacon, during the relevant time periods identified in Paragraphs F, G, and H below. As of August 2022, following a series of ownership and management changes, certain of the above-referenced entities that are collectively referred to as Kindred are now part of a new enterprise that does business as Gentiva and is headquartered in Atlanta, Georgia.

B. Pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), Relators have filed the following civil actions (collectively, the “Civil Actions”):

1. On July 9, 2013, Lisa Pence, Lisa Adkins, Amy Carnell, and Robin Teague filed a *qui tam* action in the United States District Court for the Middle District of Tennessee captioned *United States ex rel. Pence, et al. v. Curo Health Services Holdings, Inc., et al.*, Civil Action No. 3:13-cv-00672 (the “Pence Action”). On October 12, 2016, Relators Rachel Carol Anderson and Steven Troy Mathis filed a *qui tam* action in the United States District Court for the Eastern District of Tennessee captioned *United States ex rel. Anderson, et al. v. Curo Health Services, LLC, d/b/a Avalon Hospice, et al.*, Civil Action No. 4:16-cv-99 (the “Anderson Action”). On February 26, 2020, the *Anderson* Action was transferred to the United States District Court for the Middle District of Tennessee and assigned Civil Action No. 3:20-cv-168. The United States and Tennessee partially intervened in the *Pence* and *Anderson* Actions on March 2, 2021, and filed the United States’ and Tennessee’s Consolidated Complaint in Intervention on June 1, 2021. After the filing of this action, Steven Troy Mathis died. On May 18, 2022, Linda Mathis was substituted as Plaintiff in place of Steven Troy Mathis.

2. On January 25, 2018, Relator Amjad Riar filed a *qui tam* action in the United States District Court for the Western District of Kentucky captioned *United States ex rel.*

Riar v. Kindred Healthcare, Inc., et al., Civil Action No. 3:18-CV-52 (the “*Riar* Action”). On July 14, 2019, Relators Victoria M. Didde and Jacqueline R. Mayfield filed a *qui tam* action in the United States District Court for the District of Kansas captioned *United States ex rel. Didde, et al. v. Kindred Healthcare, Inc., et al.*, Civil Action No. 2:19-cv-02321 (the “*Didde* Action”). On October 27, 2021, Relator Ronald Mut filed a *qui tam* action in the United States District Court for the District of Rhode Island captioned *United States ex rel. Mut v. Gentiva Certified Healthcare Corp.*, Civil Action No. 1:21-cv-00425 (the “*Mut* Action”).

3. On September 9, 2016, Relators Camille Harris, Tamika Kelly, Antonia Forrest, and Bertha Kennedy filed a *qui tam* action in the United States District Court for the Southern District of Indiana captioned *United States ex rel. Harris, et al. v. SouthernCare, Inc.*, Civil Action No. 1:16-cv-02417 (the “*Harris* Action”). The *Harris* Action was transferred to the Northern District of Indiana on June 26, 2017, and assigned Civil Action No. 3:17-CV-500, and then transferred to the Southern District of Mississippi, on April 23, 2019, and assigned Civil Action No. 2:19-cv-00066. On September 14, 2018, Relators Deann Roy, Sherri White, Kristen Danielle Jordan, and Donna Johnson filed a *qui tam* action under seal in the United States District Court for the Southern District of Mississippi captioned *United States, et al. ex rel. Roy, et al. v. Curo Health Services, LLC, et al.*, Civil Action No. 3:18-cv-643 (the “*Roy* Action”). On September 6, 2019, Relator Chris Petrey filed a *qui tam* action in the United States District Court for the Southern District of Alabama captioned *United States ex rel. Petrey v. Curo Health Services, LLC, et al.*, Civil Action No. 1:19-cv-617 (the “*Petrey* Action”). On October 19, 2023, Jason Medved and Anthony Donnadio filed a *qui tam* action in the United States District Court for the Southern District of Ohio captioned *United States ex rel. Medved, et al. v. SouthernCare, Inc., d/b/a SouthernCare, et al.*, Civil Action No. 2:23-cv-3345 (the “*Medved* Action”).

C. The United States contends that Kindred submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); and the Civilian Health and Medical Program of the Department of Veterans Affairs,” 38 U.S.C. § 1781(a) (“CHAMPVA”).

D. On or around December 20, 2016, the Centers for Medicare & Medicaid Services (“CMS”) suspended one hundred percent (100%) of Medicare payments to TNMO Healthcare, LLC (d/b/a Avalon Hospice) under NPI 1003867458, Chattanooga, Tennessee, pursuant to 42 C.F.R. § 405.371(a)(2) based upon what it determined were credible allegations of fraud (the “Suspension”). The seven million, seven hundred sixty-one thousand, one hundred and fifty-six dollars and twenty-eight cents (\$7,761,156.28) held by the United States as of September 26, 2023, as the result of the suspension of Medicare payments to TNMO Healthcare, LLC (d/b/a Avalon Hospice) under NPI 1003867458, Chattanooga, Tennessee, will be referred to herein as the “Suspended Amount.”

E. By letter dated March 15, 2023, New Beacon Healthcare Group, LLC, d/b/a SouthernCare New Beacon, submitted a self-disclosure to OIG-HHS, pursuant to OIG-HHS’s self-disclosure protocol, regarding an arrangement between SouthernCare New Beacon’s Gadsden, Alabama, location and Dr. Donald Slappey, from October 1, 2016 to October 1, 2022, that New Beacon Healthcare Group, LLC described as potentially in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b.

F. The United States contends that it has certain civil claims against Kindred arising from: (1) TNMO Healthcare, LLC (d/b/a Avalon Hospice), Regency Healthcare Group, LLC, Curo Health Services Holdings, Inc., and Curo Health Services, LLC allegedly submitting, or

causing the submission of, false claims to Medicare and Medicaid for patients who did not meet the eligibility requirements for hospice, as defined by statute and regulation, under the Nashville (NPI 1407807688 / CCN 441545) and Chattanooga (NPI 1003867458 / CCN 441576) provider numbers of Avalon Hospice, and improperly retaining overpayments from Medicare and Medicaid for such patients who did not meet the eligibility requirements, during the period of January 1, 2010 through February 20, 2020, as alleged in the United States' Consolidated Complaint in Intervention in the *Pence* and *Anderson* Actions; (2) Kindred allegedly submitting, or causing the submission of, false claims to Medicare, for patients who did not meet the eligibility requirements for the Medicare hospice benefit as defined by statute and regulation, under the following provider numbers used by the specified hospice locations, and improperly retaining overpayments from Medicare for claims for such patients ineligible for the Medicare hospice benefit, in the following periods of time:

- (a) Odyssey Healthcare Operating B, LP, NPI 1699776187 / CCN 411511, for the Kindred Warwick, Rhode Island, location, from January 1, 2015 to December 31, 2017;
- (b) Odyssey Healthcare Operating A, LP, NPI 1669844288 / CCN 451638, for the Kindred Beaumont, Texas, location, from January 1, 2016 to December 31, 2018;
- (c) Odyssey Healthcare of Kansas City, LLC, NPI 1073514600 / CCN 261534, for the Kindred Independence, Missouri, location, from July 1, 2015, to December 31, 2018;
- (d) SouthernCare, Inc., NPI 1982645693 / CCN 011578, and New Beacon Healthcare Group, LLC, NPI 1376572255 / CCN 011506, for the SouthernCare New Beacon Demopolis, Alabama, location, from January 1, 2016 to June 30, 2018;
- (e) SouthernCare, Inc., NPI 1578501953 / CCN 011653 and NPI 1639112410 / CCN 011655, for the SouthernCare Daphne, Alabama, location, from January 1, 2013 until December 31, 2019;
- (f) SouthernCare, Inc., NPI 1639112410 / CCN 011655, for the SouthernCare Mobile, Alabama location, from January 1, 2017 to December 31, 2021; and
- (g) SouthernCare, Inc., NPI 1740228832 / CCN 151582, for the SouthernCare South Bend, Indiana, location, from January 1, 2013 to December 31, 2016;

(3) Kindred allegedly submitting, or causing the submission of, false claims to Medicare, Medicaid, and CHAMPVA, for patients who did not meet the eligibility requirements for the Medicare, Medicaid, and CHAMPVA hospice benefit as defined by statute and regulation, under the SouthernCare, Inc., NPI 1104864198 / CCN 361617, provider number for the SouthernCare Youngstown, Ohio, location, from January 1, 2021 to December 31, 2023, and improperly retaining overpayments from Medicare, Medicaid, and CHAMPVA for claims for such patients ineligible for the Medicare, Medicaid, and CHAMPVA hospice benefit; (4) Kindred allegedly submitting, or causing the submission of, false claims to TRICARE, for patients who did not meet the eligibility requirements for the TRICARE hospice benefit as defined by statute and regulation, under the SouthernCare, Inc., NPI 1578501953 provider number for the SouthernCare Daphne, Alabama, location, in the January 1, 2013 to July 31, 2016 time-frame, and improperly retaining overpayments from TRICARE for claims for such patients ineligible for the TRICARE hospice benefit; and (5) New Beacon Healthcare Group, LLC and Curo Health Services, LLC allegedly willfully paying, directly or indirectly, remuneration to Dr. [REDACTED] in the form of payments pursuant to a physician consultant agreement executed in or around October 1, 2016 and an independent consultant agreement effective February 1, 2020 with the intent to induce the referral of Medicare beneficiaries to the SouthernCare New Beacon, Gadsden, Alabama, location, for hospice care in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, and as a result of those practices, allegedly submitted or caused the submission of, claims to Medicare for hospice care under the provider number New Beacon Healthcare Group, LLC, NPI 1346279320 / CCN 011508, for the SouthernCare New Beacon Gadsden, Alabama, location, in the October 1, 2016 to October 1, 2022, time-frame. That conduct is referred to below as the “United States Covered Conduct.”

G. Tennessee contends that it has certain civil claims against TNMO Healthcare, LLC (d/b/a Avalon Hospice), Regency Healthcare Group, LLC, Curo Health Services Holdings, Inc., and Curo Health Services, LLC arising from TNMO Healthcare, LLC (d/b/a Avalon Hospice), Regency Healthcare Group, LLC, Curo Health Services Holdings, Inc., and Curo Health Services, LLC allegedly submitting, or causing the submission of, false claims to Medicaid for patients who did not meet the eligible requirements for hospice, as defined by statute and regulation, under the Nashville (NPI 1407807688 / CCN 441545) and Chattanooga (NPI 1003867458 / CCN 441576) provider numbers of Avalon Hospice, and improperly retaining overpayments from Medicaid for such patients who did not meet the eligibility requirements, during the period of January 1, 2010 through February 20, 2020, as alleged in the United States' Consolidated Complaint in Intervention in the *Pence* and *Anderson* Actions. That conduct is referred to below as the "Tennessee Covered Conduct."

H. Ohio contends that it has certain civil claims against SouthernCare, Inc. arising from SouthernCare, Inc. submitting false claims to Medicaid for patients who did not meet the eligible requirements for hospice, as defined by statute and regulation, under the SouthernCare, Inc., NPI 1104864198 provider number for the SouthernCare Youngstown, Ohio, location, and improperly retaining overpayments from Medicaid for such patients who did not meet the eligibility requirements, during the January 1, 2021 to December 31, 2023 time-frame. That conduct is referred to below as the "Ohio Covered Conduct."

I. The United States Covered Conduct, the Tennessee Covered Conduct, and the Ohio Covered Conduct are together referred to below as the "Covered Conduct."

J. This Settlement Agreement is neither an admission of liability by Kindred nor a concession by the United States, Tennessee, Ohio, or Relators that their claims are not well founded.

K. Kindred denies the allegations of the United States, Tennessee, and Ohio in Paragraphs F, G, and H and also denies Relators' allegations in the *qui tam* complaints described in Paragraph B.

L. Relators in the *Pence* Action claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement allocated to the United States Covered Conduct set forth in Recital F(1), as described in Paragraph 9 below, and to Relators' reasonable expenses, attorneys' fees and costs and claim entitlement under Tenn. Code Ann. § 71-5-183(d) to a share of the proceeds of this Settlement Agreement allocated to the Tennessee Covered Conduct set forth in Recital G and to those Relators' reasonable expenses, attorneys' fees and costs. Relators in the *Anderson* Action claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement allocated to the United States Covered Conduct set forth in Recital F(1), as described in Paragraph 9 below, and also claim entitlement under Tenn. Code Ann. § 71-5-183(d) to a share of the proceeds of this Settlement Agreement allocated to the Tennessee Covered Conduct set forth in Recital G. Relators in the *Riar* Action and the *Didde* Action claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement allocated to the United States Covered Conduct set forth in Recitals F(2)(a), F(2)(b), and F(2)(c), as described in Paragraph 9 below, and to those Relators' reasonable expenses, attorneys' fees and costs. Relator in the *Mut* Action claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement allocated to the United States Covered Conduct set forth in Recital F(2)(a), as described in Paragraph 9 below, and to that Relator's reasonable expenses, attorneys' fees and costs. Relators in the *Harris* Action, the *Roy* Action, and the *Petrey* Action claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement allocated to the United States Covered Conduct set forth in Recitals F(2)(d), F(2)(e), F(2)(f), F(2)(g), F(4), and F(5) as described in Paragraph 9 below,

and to those Relators' reasonable expenses, attorneys' fees, and costs. Relators in the *Medved* Action claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement allocated to the United States Covered Conduct set forth in Recital F(3) as described in Paragraph 9 below, and to those Relators' reasonable expenses, attorneys' fees and costs.

Relators also claim entitlement to a pro rata share of any interest paid by Kindred attributable to the portions of the United States Settlement Amount identified in Paragraph 1(a)(1), allocated to the United States' Covered Conduct as described in Paragraph 9, and to which Relators claim a relator share as described in this Recital H. The amounts due and payable to Relators by the United States pursuant to 31 U.S.C. § 3730(d) are not resolved in this Settlement Agreement.

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

TERMS AND CONDITIONS

1. Kindred shall pay to the United States, Tennessee, and Ohio a total of nineteen million, four hundred twenty-eight thousand, and five-hundred seventy dollars (\$19,428,570), plus accrued interest ("Total Settlement Amount") as set forth below:

a. Kindred shall pay to the United States the sum of \$18,956,151.32 plus accrued interest as set forth below (the "United States Settlement Amount"), of which \$9,478,075.66 is restitution, as follows:

1. Kindred shall pay to the United States eleven million, one-hundred ninety four thousand, nine-hundred ninety five dollars and four cents (\$11,194,995.04) ("Payment to United States"), plus interest on \$9,088,813.72 of the Payment to United States at a rate of 4.125 percent per annum from October 2, 2023, and \$2,106,181.32 of the Payment to United States at a rate of 4.375 percent per annum from March 21, 2024, no later than five (5) days after the

Effective Date of this Agreement, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Kindred hereby agrees that the United States shall retain the Suspended Amount forevermore. Kindred expressly relinquishes any and all rights of any kind that it may have with respect to those funds, including, but not limited to: any and all claims or rights to have an overpayment determined under 42 C.F.R. § 405.372(c), any and all rights to payment of those funds, and any and all rights to appeal, whether formally or informally and whether administratively or judicially, the right of the United States and/or CMS to retain those funds, and any other rights Kindred may have to challenge the Suspension in any respect.

b. Kindred shall pay to Tennessee the sum of \$448,800 (“Payment to Tennessee”), of which \$224,400 is restitution (the “Tennessee Restitution Amount”), plus interest on the Payment to Tennessee at a rate of 4.125 percent per annum from October 2, 2023, no later than five (5) days after the Effective Date of this Agreement pursuant to written instructions from Tennessee.

c. Kindred shall pay to Ohio the sum of \$23,618.68 (“Payment to Ohio”), of which \$11,809.43 is restitution (the “Ohio Restitution Amount”), plus interest on the Payment to Ohio at a rate of 4.375 percent per annum from March 21, 2024, no later than five (5) days after the Effective Date of this Agreement pursuant to written instructions from Ohio.

2. Subject to the exceptions in Paragraph 8 (concerning reserved claims) below, and upon the United States’ receipt of the United States Settlement Amount plus interest due under Paragraph 1, the United States releases Kindred, together with its current and former direct and indirect parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the United States

Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 8 below, and upon Tennessee's receipt of the Payment to Tennessee plus interest due under Paragraph 1, Tennessee releases Kindred, with its current and former direct and indirect parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim that Tennessee has for the Tennessee Covered Conduct under the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-182(a)(1)(A) and Tenn. Code Ann. § 71-5-182(a)(1)(D); or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 8 below, and upon Ohio's receipt of the Payment to Ohio plus interest due under Paragraph 1, Ohio releases Kindred, with its current and former direct and indirect parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim that Ohio has for the Ohio Covered Conduct under the under Ohio Rev. Code Ann. § 5164.35 or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Upon the United States' receipt of the United States Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Kindred, together with its current and former direct and indirect parent corporations and shareholders; current and former direct and indirect subsidiaries; current and former brother or sister corporations; current and former divisions; current and former owners; current and former directors, officers, employees, and affiliates; and the predecessors, successors, transferees, and

assigns of any of them, and their respective officers, agents, servants and employees, from any claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages, costs and expenses of any kind, whether known or unknown as of the Effective Date of this Agreement that Relators have, may have, or could have asserted on behalf of the United States or any state or local government or sovereign, relating to any claim relating in any way to the Covered Conduct, the allegations of the Complaints in the Civil Actions, the filing of the Civil Actions, the investigation and prosecution of this matter, or the negotiation of this Agreement, including all liability, claims, demands, actions, or causes of action asserted on behalf of the United States or any state or local government or sovereign existing as of the Effective Date of this Agreement, fixed or contingent, in law or in equity, in contract or in tort, or under any federal or state statute, regulation, or common law, including, without limitation, any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 or on behalf of any states under state False Claims Acts; except that the Relators do not waive or release any entitlement under 31 U.S.C. § 3730(d) for expenses and attorneys' fees and costs, and under 31 U.S.C. § 3730(h) for double back pay, interest on the back pay, and compensation for any special damages, including litigation costs and reasonable attorneys' fees, which claims will be resolved through a separate agreement between the Relators and Kindred. Relators and Kindred agree that the United States District Courts shall have continuing jurisdiction to issue orders with regard to any disputes over the amounts for expenses, attorney's fees and costs.

6. Without limiting the scope of the foregoing Paragraph 5, upon Tennessee's receipt of the Payment to Tennessee plus interest due under Paragraph 1, relators in the *Pence* Action, for themselves and for their heirs, successors, attorneys, agents, and assigns, specifically release Kindred from any civil monetary claim the relators in the *Pence* Action have on behalf of

Tennessee for the Tennessee Covered Conduct under the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-182; except that the Relators in the *Pence* Action do not waive or release any entitlement under the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-183, for expenses and attorneys' fees and costs, which claims will be resolved through a separate agreement between the Relators in the *Pence* Action and Kindred.

7. In consideration of the obligations of Kindred set forth in this Agreement, and upon the United States' receipt of full payment of the United States Settlement Amount, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Kindred, together with its current and former direct and indirect parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, under 32 C.F.R. § 199.9 for the United States Covered Conduct, except as reserved in this paragraph and in Paragraph 8 (concerning reserved claims), below. DHA expressly reserves authority to exclude Kindred, together with its current and former direct and indirect parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the United States Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

8. Notwithstanding the releases given in Paragraphs 2, 3, 4, and 7 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States, Tennessee, and Ohio are specifically reserved and are not released:

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

9. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B) and that the portions of the United States Settlement Amount allocated to the United States Covered Conduct set forth in Recital F(1) (\$5,551,200), Recital F(2)(a) (\$2,768,416), Recital F(2)(b) (\$2,765,586), Recital

F(2)(c) (\$1,434,798), Recital F(2)(d) (\$732,756), Recital F(2)(e) and Recital F(4) (\$1,269,800), Recital F(2)(f) (\$995,348), Recital F(2)(g) (\$970,066), Recital F(3) (\$2,106,181.32), and Recital F(5) (\$362,000), are also fair, adequate, and reasonable under all the circumstances. In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Actions in order to dismiss the Civil Actions, nor any dismissal of the Civil Actions, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relators should receive of any proceeds of the settlement of their claim(s), and that no agreements concerning Relator share have been reached to date, other than the allocation of the United States Settlement Amount and the Total Settlement Amount as stated above in Recitals F and L, and this Paragraph 9.

10. Relators in the *Pence* and *Anderson* Actions and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to Tenn. Code Ann. § 71-5-182(c)(2). In connection with this Agreement and *Pence* and *Anderson* Actions, relators in the in the *Pence* and *Anderson* Actions and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, nor any dismissal of the *Pence* and *Anderson* Actions, shall waive or otherwise affect the ability of Tennessee to contend that provisions in the Tennessee Medicaid False Claims Act, including Tenn. Code Ann. §§ 71-5-182(d)(3) and 71-5-182(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, Tennessee and relators in

the *Pence* and *Anderson* Actions and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the Tennessee Medicaid False Claims Act on the issue of the share percentage, if any, that relators in the *Pence* Action and the *Anderson* Action should receive of any proceeds of the settlement of their claim(s), and that no agreements concerning Relator share have been reached to date other than the allocation of the United States Settlement Amount and the Total Settlement Amount as stated above.

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

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

13. Kindred, on behalf of its current and former direct and indirect parent corporations and shareholders; current and former direct and indirect subsidiaries; current and former brother or sister corporations; current and former divisions; current and former owners; current and former directors, officers, employees, and affiliates; and the predecessors, successors, transferees, and assigns of any of them, and their respective officers, agents, servants and employees fully and finally release the Relators, their heirs, successors, attorneys, agents,

and assigns, from any claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages, costs and expenses of any kind, whether known or unknown as of the Effective Date of this Agreement that Kindred has, may have, or could have asserted, relating to any claim relating in any way to the Covered Conduct, the allegations of the Complaints in the Civil Actions, the filing of the Civil Actions, the investigation and prosecution of this matter, or the negotiation of this Agreement, including all liability, claims, demands, or actions, fixed or contingent, in law or in equity, in contract or in tort, or under any federal or state statute, regulation, or common law.

14. 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), TRICARE, or any state payer, related to the Covered Conduct; and Kindred agrees not to resubmit to any Medicare contractor, TRICARE, 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.

15. Kindred agrees to the following:

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

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

- (3) Kindred's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Kindred makes to the United States pursuant to this Agreement and any payments that Kindred may make to Relators, including costs and attorneys' fees;

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Kindred, and Kindred 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 Kindred or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs. Kindred will separately account for all Unallowable Costs through (1) accounting records, to the extent possible; (2) memorandum records, including diaries and informal logs, where accounting records are not available; or, (3) good faith itemized estimates, where no other accounting basis is reasonably available.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Kindred further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors,

and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Kindred or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Kindred agrees that the United States, at a minimum, shall be entitled to recoup from Kindred 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 Kindred or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Kindred or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

16. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraphs 2, 3, 4, 5, 6, 7, and 17 herein.

17. Kindred agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors,

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

18. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Actions a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1) as follows:

a. the Stipulations of Dismissal shall be with prejudice to the United States' claims against Kindred as to the United States Covered Conduct, with prejudice to Tennessee's claims against Kindred as to the Tennessee Covered Conduct, and with prejudice to Ohio's claims against Kindred as to the Ohio Covered Conduct.

b. the Stipulations of Dismissal shall be without prejudice to the United States, Tennessee, and Ohio as to all other claims against Kindred;

c. The Stipulations of Dismissal shall be with prejudice as to Relators as to all claims made by Relators against Kindred on behalf of the United States and Tennessee.

Unless otherwise provided in a separate settlement agreement between any Relator and Kindred, the Stipulations of Dismissal will expressly exclude Relators' retaliation claims asserted pursuant to 31 U.S.C. § 3730(h) and Relators' claims to reasonable expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d), pursuant to and consistent with the terms and conditions of this Agreement, and shall stipulate that the Courts retain jurisdiction over Relators' claims asserted pursuant to 31 U.S.C. § 3730(h) and Relators' claims to reasonable expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

d. The Relators' dismissal of their retaliation claims asserted pursuant to 31 U.S.C. § 3730(h) and their claims as to reasonable expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d), in the Civil Actions will occur after the Relators and Kindred have negotiated mutually agreeable release language. Kindred expressly reserves and retains all

possible challenges and objections to the entitlement of Relators to recover reasonable expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d), including, without limitation, the first-to-file rule, as well as the necessity and reasonableness of any amounts sought.

e. The Stipulations of Dismissal shall provide that Relators' claims, identified in Recital L, for a share of the proceeds of the United States Settlement Amount pursuant to 31 U.S.C. § 3730(d) and for a share of the proceeds of this Settlement Agreement allocated to the Tennessee Covered Conduct pursuant to Tenn. Code Ann. § 71-5-183(d) shall not be dismissed until they are settled, adjudicated or otherwise resolved, and shall further provide that the District Courts shall retain jurisdiction to adjudicate, if necessary, any relator's claim for a share of a portion of the proceeds of the Civil Actions, identified in Recital L and Paragraph 9, pursuant to 31 U.S.C. § 3730(d) and Tenn. Code Ann. § 71-5-183(d).

19. Except as outlined in Paragraphs 5 and 18 above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

21. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute between Kindred and the United States relating to this Agreement is the United States District Court for the Middle District of Tennessee. In the event of any dispute between Kindred and any Relator relating to the Civil Actions, the exclusive jurisdiction and venue for such dispute shall be the court that retains jurisdiction to that Relator's *qui tam* action against Kindred. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

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

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

25. This Agreement is binding on Kindred's successors, transferees, heirs, and assigns.

26. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.


27. All parties consent to the United States', Tennessee's, and Ohio's disclosure of this Agreement, and information about this Agreement, to the public.

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

THE UNITED STATES OF AMERICA

DATED: 6/21/24

BY: William E Olson
WILLIAM E. OLSON
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: 
WYNN M. SHUFORD
Assistant United States Attorney
Middle District of Tennessee

DATED: _____ BY: _____
JESSICA R. C. MALLOY
WILLIAM F. CAMPBELL
Assistant United States Attorneys
Western District of Kentucky

DATED: _____ BY: _____
JON P. FLEENOR
Assistant United States Attorney
District of Kansas

DATED: _____ BY: _____
KEVIN LOVE HUBBARD
Assistant United States Attorney
District of Rhode Island

DATED: _____ BY: _____
DEIDRE LAMPPIN COLSON
Assistant United States Attorney
Southern District of Mississippi

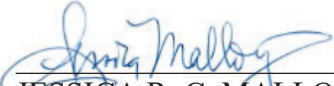
DATED: _____ BY: _____
NINA T. HERRING
Assistant United States Attorney
Southern District of Alabama

DATED: _____ BY: _____
W. HUNTER WEST
MICHAEL J.T. DOWNEY
Assistant United States Attorneys
Southern District of Ohio

DATED: _____

BY: _____
WYNN M. SHUFORD
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

BY:  _____
JESSICA R. C. MALLOY
WILLIAM F. CAMPBELL
Assistant United States Attorneys
Western District of Kentucky

DATED: _____

BY: _____
JON P. FLEENOR
Assistant United States Attorney
District of Kansas

DATED: _____

BY: _____
KEVIN LOVE HUBBARD
Assistant United States Attorney
District of Rhode Island

DATED: _____

BY: _____
DEIDRE LAMPPIN COLSON
Assistant United States Attorney
Southern District of Mississippi

DATED: _____

BY: _____
NINA T. HERRING
Assistant United States Attorney
Southern District of Alabama

DATED: _____

BY: _____
W. HUNTER WEST
MICHAEL J.T. DOWNEY
Assistant United States Attorneys
Southern District of Ohio

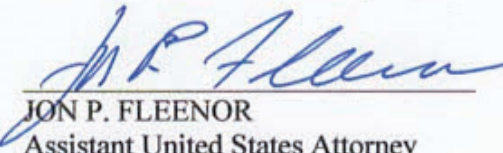
DATED: _____

BY: _____
WYNN M. SHUFORD
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

BY: _____
JESSICA R. C. MALLOY
WILLIAM F. CAMPBELL
Assistant United States Attorneys
Western District of Kentucky

DATED: 6/7/2024

BY: 
JON P. FLEENOR
Assistant United States Attorney
District of Kansas

DATED: _____

BY: _____
KEVIN LOVE HUBBARD
Assistant United States Attorney
District of Rhode Island

DATED: _____

BY: _____
DEIDRE LAMPPIN COLSON
Assistant United States Attorney
Southern District of Mississippi

DATED: _____

BY: _____
NINA T. HERRING
Assistant United States Attorney
Southern District of Alabama

DATED: _____

BY: _____
W. HUNTER WEST
MICHAEL J.T. DOWNEY
Assistant United States Attorneys
Southern District of Ohio

DATED: _____

BY: _____
WYNN M. SHUFORD
Assistant United States Attorney
Middle District of Tennessee


DATED: _____

BY: _____
JESSICA R. C. MALLOY
WILLIAM F. CAMPBELL
Assistant United States Attorneys
Western District of Kentucky

DATED: _____

BY: _____
JON P. FLEENOR
Assistant United States Attorney
District of Kansas

DATED: June 7, 2024

BY: 

KEVIN LOVE HUBBARD
Assistant United States Attorney
District of Rhode Island

DATED: _____

BY: _____
DEIDRE LAMPPIN COLSON
Assistant United States Attorney
Southern District of Mississippi

DATED: _____

BY: _____
NINA T. HERRING
Assistant United States Attorney
Southern District of Alabama

DATED: _____

BY: _____
W. HUNTER WEST
MICHAEL J.T. DOWNEY
Assistant United States Attorneys
Southern District of Ohio

DATED: _____

BY: _____

WYNN M. SHUFORD
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

BY: _____

JESSICA R. C. MALLOY
WILLIAM F. CAMPBELL
Assistant United States Attorneys
Western District of Kentucky

DATED: _____

BY: _____

JON P. FLEENOR
Assistant United States Attorney
District of Kansas

DATED: _____

BY: _____

KEVIN LOVE HUBBARD
Assistant United States Attorney
District of Rhode Island

DATED: _____

BY: _____

 Digitally signed by
DEIDRE COLSON
Date: 2024.06.07 09:15:51
-05'00'
DEIDRE LAMPPIN COLSON
Assistant United States Attorney
Southern District of Mississippi

DATED: _____

BY: _____

NINA T. HERRING
Assistant United States Attorney
Southern District of Alabama

DATED: _____

BY: _____

W. HUNTER WEST
MICHAEL J.T. DOWNEY
Assistant United States Attorneys
Southern District of Ohio

DATED: _____

BY: _____
WYNN M. SHUFORD
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

BY: _____
JESSICA R. C. MALLOY
WILLIAM F. CAMPBELL
Assistant United States Attorneys
Western District of Kentucky

DATED: _____

BY: _____
JON P. FLEENOR
Assistant United States Attorney
District of Kansas


DATED: _____

BY: _____
KEVIN LOVE HUBBARD
Assistant United States Attorney
District of Rhode Island

DATED: _____

BY: _____
DEIDRE LAMPPIN COLSON
Assistant United States Attorney
Southern District of Mississippi

DATED: _____

BY: _____
 Digitally signed by NINA
HERRING
Date: 2024.06.10 09:40:47 -05'00'
NINA T. HERRING
Assistant United States Attorney
Southern District of Alabama

DATED: _____

BY: _____
W. HUNTER WEST
MICHAEL J.T. DOWNEY
Assistant United States Attorneys
Southern District of Ohio

DATED: _____

BY: _____
WYNN M. SHUFORD
Assistant United States Attorney
Middle District of Tennessee

DATED: _____

BY: _____
JESSICA R. C. MALLOY
WILLIAM F. CAMPBELL
Assistant United States Attorneys
Western District of Kentucky

DATED: _____

BY: _____
JON P. FLEENOR
Assistant United States Attorney
District of Kansas

DATED: _____

BY: _____
KEVIN LOVE HUBBARD
Assistant United States Attorney
District of Rhode Island


DATED: _____

BY: _____
DEIDRE LAMPPIN COLSON
Assistant United States Attorney
Southern District of Mississippi

DATED: _____

BY: _____
NINA T. HERRING
Assistant United States Attorney
Southern District of Alabama

DATED: 6/10/2024

BY: 

W. HUNTER WEST
MICHAEL J.T. DOWNEY
Assistant United States Attorneys
Southern District of Ohio

DATED: 06/10/24

BY: SUSAN GILLIN
Digitally signed by SUSAN GILLIN
Date: 2024.06.10 16:00:32 -04'00'
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

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

THE STATE OF TENNESSEE

DATED: _____

BY: _____
HAYLIE ROBBINS
Assistant Attorney General
Healthcare Division, Civil Medicaid Fraud
Office of the Tennessee Attorney General

THE STATE OF OHIO

DAVE YOST
Ohio Attorney General

DATED: _____

BY: _____
JAMES LOWE
Acting Deputy Attorney General for Law Enforcement
Ohio Department of Medicaid

DATED: _____

BY: _____
MAUREEN CORCORAN
Director

DATED: _____

BY: _____

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

DATED: 06/07/2024

BY: _____

BLEY.PAUL.NICHOLAS.10998738
LAS.1099873821
Digitally signed by
BLEY.PAUL.NICHOLAS.10998738
21
Date: 2024.06.07 07:50:45 -04'00'

for

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

THE STATE OF TENNESSEE

DATED: _____

BY: _____

HAYLIE ROBBINS
Assistant Attorney General
Healthcare Division, Civil Medicaid Fraud
Office of the Tennessee Attorney General

THE STATE OF OHIO

DAVE YOST
Ohio Attorney General

DATED: _____

BY: _____

JAMES LOWE
Acting Deputy Attorney General for Law Enforcement
Ohio Department of Medicaid

DATED: _____

BY: _____

MAUREEN CORCORAN
Director

DATED: _____

BY: _____

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

DATED: _____

BY: _____

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

THE STATE OF TENNESSEE

DATED: _____

BY:  _____

HAYLIE ROBBINS
Assistant Attorney General
Healthcare Division, Civil Medicaid Fraud
Office of the Tennessee Attorney General

THE STATE OF OHIO

DAVE YOST
Ohio Attorney General

DATED: _____

BY: _____

JAMES LOWE
Acting Deputy Attorney General for Law Enforcement
Ohio Department of Medicaid

DATED: _____

BY: _____

MAUREEN CORCORAN
Director

DATED: _____

BY: _____

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

DATED: _____

BY: _____

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

THE STATE OF TENNESSEE

DATED: _____

BY: _____

HAYLIE ROBBINS
Assistant Attorney General
Healthcare Division, Civil Medicaid Fraud
Office of the Tennessee Attorney General

THE STATE OF OHIO

DAVE YOST
Ohio Attorney General

DATED: 6/11/24

BY: *James Lowe*

JAMES LOWE
Acting Deputy Attorney General for Law Enforcement
Ohio Department of Medicaid

DATED: _____

BY: _____

MAUREEN CORCORAN
Director

DATED: _____

BY: _____

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

DATED: _____

BY: _____

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

THE STATE OF TENNESSEE

DATED: _____

BY: _____

HAYLIE ROBBINS
Assistant Attorney General
Healthcare Division, Civil Medicaid Fraud
Office of the Tennessee Attorney General

THE STATE OF OHIO

DAVE YOST
Ohio Attorney General

DATED: _____

BY: _____

JAMES LOWE
Acting Deputy Attorney General for Law Enforcement
Ohio Department of Medicaid

DATED: June 12, 2024

BY:  _____

MAUREEN CORCORAN
Director

TNMO HEALTHCARE, LLC (D/B/A AVALON HOSPICE), REGENCY HEALTHCARE GROUP, LLC, CURO HEALTH SERVICES HOLDINGS, INC., CURO HEALTH SERVICES, LLC, ODYSSEY HEALTHCARE OPERATING B, LP, ODYSSEY HEALTHCARE OPERATING A, LP, ODYSSEY HEALTHCARE OF KANSAS CITY, LLC, SOUTHERNCARE, INC., NEW BEACON HEALTHCARE GROUP, LLC, AND GENTIVA CERTIFIED HEALTHCARE CORP. - DEFENDANTS

DATED: 6/10/24 BY: Ronald C. Lazas, Jr.
RONALD C. LAZAS, JR.
EVP, General Counsel and Corporate Secretary

DATED: 6/10/24 BY: Glenn P. Hendrix
GLENN P. HENDRIX
Arnall Golden Gregory LLP
Counsel for Kindred

LISA PENCE, LISA ADKINS, AMY CARNELL, AND ROBIN TEAGUE - RELATORS

DATED: _____ BY: _____
LISA PENCE

DATED: _____ BY: _____
LISA ADKINS

DATED: _____ BY: _____
AMY CARNELL

DATED: _____ BY: _____
ROBIN TEAGUE

TNMO HEALTHCARE, LLC (D/B/A AVALON HOSPICE), REGENCY HEALTHCARE GROUP, LLC, CURO HEALTH SERVICES HOLDINGS, INC., CURO HEALTH SERVICES, LLC, ODYSSEY HEALTHCARE OPERATING B, LP, ODYSSEY HEALTHCARE OPERATING A, LP, ODYSSEY HEALTHCARE OF KANSAS CITY, LLC, SOUTHERNCARE, INC., NEW BEACON HEALTHCARE GROUP, LLC, AND GENTIVA CERTIFIED HEALTHCARE CORP. - DEFENDANTS

DATED: _____ BY: _____
RONALD C. LAZAS, JR.
EVP, General Counsel and Corporate Secretary

DATED: _____ BY: _____
GLENN P. HENDRIX
Arnall Golden Gregory LLP
Counsel for Kindred

LISA PENCE, LISA ADKINS, AMY CARNELL, AND ROBIN TEAGUE - RELATORS

DATED: 6/7/24 BY: *Lisa Pence*
LISA PENCE

DATED: _____ BY: _____
LISA ADKINS

DATED: _____ BY: _____
AMY CARNELL

DATED: _____ BY: _____
ROBIN TEAGUE

TNMO HEALTHCARE, LLC (D/B/A AVALON HOSPICE), REGENCY HEALTHCARE GROUP, LLC, CURO HEALTH SERVICES HOLDINGS, INC., CURO HEALTH SERVICES, LLC, ODYSSEY HEALTHCARE OPERATING B, LP, ODYSSEY HEALTHCARE OPERATING A, LP, ODYSSEY HEALTHCARE OF KANSAS CITY, LLC, SOUTHERNCARE, INC., NEW BEACON HEALTHCARE GROUP, LLC, AND GENTIVA CERTIFIED HEALTHCARE CORP. - DEFENDANTS

DATED: _____ BY: _____
RONALD C. LAZAS, JR.
EVP, General Counsel and Corporate Secretary

DATED: _____ BY: _____
GLENN P. HENDRIX
Arnall Golden Gregory LLP
Counsel for Kindred

LISA PENCE, LISA ADKINS, AMY CARNELL, AND ROBIN TEAGUE - RELATORS

DATED: _____ BY: _____
LISA PENCE

DATED: June 7, 2024 BY: 
LISA ADKINS

DATED: _____ BY: _____
AMY CARNELL

DATED: _____ BY: _____
ROBIN TEAGUE

TNMO HEALTHCARE, LLC (D/B/A AVALON HOSPICE), REGENCY HEALTHCARE GROUP, LLC, CURO HEALTH SERVICES HOLDINGS, INC., CURO HEALTH SERVICES, LLC, ODYSSEY HEALTHCARE OPERATING B, LP, ODYSSEY HEALTHCARE OPERATING A, LP, ODYSSEY HEALTHCARE OF KANSAS CITY, LLC, SOUTHERNCARE, INC., NEW BEACON HEALTHCARE GROUP, LLC, AND GENTIVA CERTIFIED HEALTHCARE CORP. - DEFENDANTS

DATED: _____ BY: _____
RONALD C. LAZAS, JR.
EVP, General Counsel and Corporate Secretary

DATED: _____ BY: _____
GLENN P. HENDRIX
Arnall Golden Gregory LLP
Counsel for Kindred

LISA PENCE, LISA ADKINS, AMY CARNELL, AND ROBIN TEAGUE - RELATORS

DATED: _____ BY: _____
LISA PENCE

DATED: _____ BY: _____
LISA ADKINS

DATED: 6/6/2024 BY: Amy Carnell
AMY CARNELL

DATED: _____ BY: _____
ROBIN TEAGUE

TNMO HEALTHCARE, LLC (D/B/A AVALON HOSPICE), REGENCY HEALTHCARE GROUP, LLC, CURO HEALTH SERVICES HOLDINGS, INC., CURO HEALTH SERVICES, LLC, ODYSSEY HEALTHCARE OPERATING B, LP, ODYSSEY HEALTHCARE OPERATING A, LP, ODYSSEY HEALTHCARE OF KANSAS CITY, LLC, SOUTHERNCARE, INC., NEW BEACON HEALTHCARE GROUP, LLC, AND GENTIVA CERTIFIED HEALTHCARE CORP. - DEFENDANTS

DATED: _____ BY: _____
RONALD C. LAZAS, JR.
EVP, General Counsel and Corporate Secretary

DATED: _____ BY: _____
GLENN P. HENDRIX
Counsel for Kindred
Arnall Golden Gregory LLP

LISA PENCE, LISA ADKINS, AMY CARNELL, AND ROBIN TEAGUE - RELATORS

DATED: _____ BY: _____
LISA PENCE

DATED: _____ BY: _____
LISA ADKINS

DATED: _____ BY: _____
AMY CARNELL

DATED: _____ BY: Robin Teague
ROBIN TEAGUE

DATED:

6/14/24

BY:

Chin Coleman

KENNETH S. BYRD
CHRISTOPHER E. COLEMAN
MARK P. CHALOS
LEXI J. HAZAM
ROBERT J. NELSON
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP

TERESA A. LUNA
SPRAGINS, BARNETT & COBB, PLC

Counsel for Lisa Pence, Lisa Adkins, Amy Carnell,
and Robin Teague

RACHEL CAROL ANDERSON AND LINDA MATHIS - RELATORS

DATED: _____

BY:

RACHEL CAROL ANDERSON

DATED: _____

BY:

LINDA MATHIS

DATED: _____

BY:

MICHELLE M. BENJAMIN
Counsel for Rachel Carol Anderson and Linda
Mathis

AMJAD RIAR - RELATOR

DATED: _____

BY:

AMJAD RIAR

DATED: _____

BY:

MARK SCHLEIN
Wisner Baum
Counsel for Amjad Riar

DATED: _____

BY: _____

KENNETH S. BYRD
CHRISTOPHER E. COLEMAN
MARK P. CHALOS
LEXI J. HAZAM
ROBERT J. NELSON
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP

TERESA A. LUNA
SPRAGINS, BARNETT & COBB, PLC

Counsel for Lisa Pence, Lisa Adkins, Amy Carnell,
and Robin Teague

RACHEL CAROL ANDERSON AND LINDA MATHIS - RELATORS

DATED: 6-14-24

BY: Rachel Carol Anderson
RACHEL CAROL ANDERSON

DATED: 6/14/24

BY: Linda Mathis
LINDA MATHIS

DATED: 6/14/24

BY: Michelle M. Benjamin
MICHELLE M. BENJAMIN
Counsel for Rachel Carol Anderson and Linda
Mathis

AMJAD RIAR - RELATOR

DATED: _____

BY: _____
AMJAD RIAR

DATED: _____

BY: _____
MARK SCHLEIN
Wisner Baum
Counsel for Amjad Riar

DATED: _____

BY: _____

KENNETH S. BYRD
CHRISTOPHER E. COLEMAN
MARK P. CHALOS
LEXI J. HAZAM
ROBERT J. NELSON
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP

TERESA A. LUNA
SPRAGINS, BARNETT & COBB, PLC

Counsel for Lisa Pence, Lisa Adkins, Amy Carnell,
and Robin Teague

RACHEL CAROL ANDERSON AND LINDA MATHIS - RELATORS

DATED: _____

BY: _____

RACHEL CAROL ANDERSON

DATED: _____

BY: _____

LINDA MATHIS

DATED: _____

BY: _____

MICHELLE M. BENJAMIN
Counsel for Rachel Carol Anderson and Linda
Mathis


AMJAD RIAR - RELATOR

DATED: 06/14/2024

BY:  _____

AMJAD RIAR

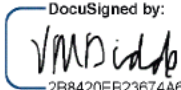
DATED: 06/20/24

BY:  _____

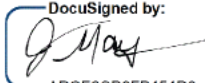
MARK SCHLEIN
Wisner Baum
Counsel for Amjad Riar

VICTORIA M. DIDDE AND JACQUELINE R. MAYFIELD - RELATORS

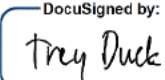
DATED: 6/20/2024

BY: 
2B8420EB23674A6...
VICTORIA M. DIDDE

DATED: 6/20/2024

BY: 
ADCE6CD0FB454D6...
JACQUELINE R. MAYFIELD

DATED: 6/21/2024

BY: 
304DC8E1B18040B...
MICHAEL B. ANGELOVICH
LLOYD N. "TREY" DUCK III
BRADLEY W. BESKIN
Nix Patterson, LLP
Counsel for Victoria M. Didde and Jacqueline R. Mayfield

RONALD MUT - RELATOR

DATED: _____

BY: _____
RONALD MUT

DATED: _____

BY: _____
GREGG SHAPIRO
Gregg Shapiro Law, LLC
Counsel for Ronald Mut

VICTORIA M. DIDDE AND JACQUELINE R. MAYFIELD - RELATORS

DATED: _____ BY: _____
VICTORIA M. DIDDE

DATED: _____ BY: _____
JACQUELINE R. MAYFIELD

DATED: _____ BY: _____
MICHAEL B. ANGELOVICH
LLOYD N. "TREY" DUCK III
BRADLEY W. BESKIN
Nix Patterson, LLP
Counsel for Victoria M. Diddle and Jacqueline R. Mayfield

RONALD MUT - RELATOR

DATED: 6/7/2024 BY: _____
RONALD MUT

DATED: 6/7/24 BY: _____
GREGG SHAPIRO
Gregg Shapiro Law, LLC
Counsel for Ronald Mut

CAMILLE HARRIS, TAMIKA KELLY,
ANTONIA FURRELL, AND BERTHA KENNEDY - RELATORS

DATED 6/11/24 BY *Camille Harris*
CAMILLE HARRIS

DATED _____ BY _____
TAMIKA KELLY

DATED _____ BY _____
ANTONIA FURRELL

DATED _____ BY _____
BERTHA KENNEDY

DATED _____ BY _____
OSCAR M. PRICE IV
Price Armstrong LLC
Counsel for Camille Harris,
Tamika Kelly, Antonia Furrell, and Bertha Kennedy

DEANN KUI, SHERRI WHITE,
KRISTEN DASHLEIGH JORDAN, AND DONNA JOHNSON - RELATORS

DATED _____ BY _____
DEANN KUI

DATED _____ BY _____
SHERRI WHITE

DATED _____ BY _____
KRISTEN DASHLEIGH JORDAN

DATED _____ BY _____

CAMILLE HARRIS, TAMIKA KELLY,
ANTONIA FORREST, AND BERTHA KENNEDY - RELATORS

DATED _____ BY CAMILLE HARRIS

DATED 6/10/24 BY Tamika Kelly
TAMIKA KELLY

DATED _____ BY ANTONIA FORREST

DATED _____ BY BERTHA KENNEDY

DATED _____ BY OSCAR M. PRICE IV
Price Armstrong LLC
Counsel for Camille Harris,
Tamika Kelly, Antonia Forrest, and Bertha Kennedy

DEANN ROY, SHERRI WHITE,
KRISTEN DANIELLE JORDAN, AND DONNA JOHNSON - RELATORS

DATED _____ BY DEANN ROY

DATED _____ BY SHERRI WHITE

DATED _____ BY KRISTEN DANIELLE JORDAN

Galaxy A42 5G BY DONNA JOHNSON

June 10, 2024 6:30 PM

**CAMILLE HARRIS, TAMIKA KELLY,
ANTONIA FORREST, AND BERTHA KENNEDY - RELATORS**

DATED: _____ BY: _____
CAMILLE HARRIS

DATED: _____ BY: _____
TAMIKA KELLY

DATED: 6/10/24 BY: _____
ANTONIA FORREST

DATED: _____ BY: _____
BERTHA KENNEDY

DATED: _____ BY: _____
OSCAR M. PRICE IV
Price Armstrong LLC
Counsel for Camille Harris,
Tamika Kelly, Antonia Forrest, and Bertha Kennedy

**DEANN ROY, SHERRI WHITE,
KRISTEN DANIELLE JORDAN, AND DONNA JOHNSON - RELATORS**

DATED: _____ BY: _____
DEANN ROY

DATED: _____ BY: _____
SHERRI WHITE

DATED: _____ BY: _____
KRISTEN DANIELLE JORDAN

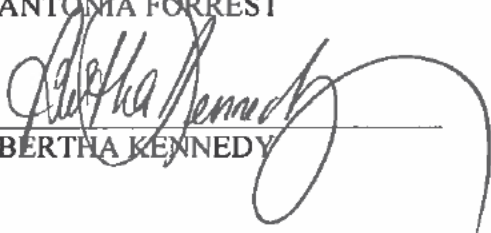
DATED: _____ BY: _____
DONNA JOHNSON

**CAMILLE HARRIS, TAMIKA KELLY,
ANTONIA FORREST, AND BERTHA KENNEDY - RELATORS**

DATED: _____ BY: _____
CAMILLE HARRIS

DATED: _____ BY: _____
TAMIKA KELLY

DATED: _____ BY: _____
ANTONIA FORREST

DATED: 6/10/24 BY: 
BERTHA KENNEDY

DATED: _____ BY: _____
OSCAR M. PRICE IV
Price Armstrong LLC
Counsel for Camille Harris,
Tamika Kelly, Antonia Forrest, and Bertha Kennedy

**DEANN ROY, SHERRI WHITE,
KRISTEN DANIELLE JORDAN, AND DONNA JOHNSON - RELATORS**

DATED: _____ BY: _____
DEANN ROY

DATED: _____ BY: _____
SHERRI WHITE

DATED: _____ BY: _____
KRISTEN DANIELLE JORDAN

DATED: _____ BY: _____
DONNA JOHNSON


**CAMILLE HARRIS, TAMIKA KELLY,
ANTONIA FORREST, AND BERTHA KENNEDY - RELATORS**

DATED: _____ BY: _____
CAMILLE HARRIS

DATED: _____ BY: _____
TAMIKA KELLY

DATED: _____ BY: _____
ANTONIA FORREST

DATED: _____ BY: _____
BERTHA KENNEDY

DATED: 6/11/24 BY: 
OSCAR M. PRICE IV
Price Armstrong LLC
Counsel for Camille Harris,
Tamika Kelly, Antonia Forrest, and Bertha Kennedy

**DEANN ROY, SHERRI WHITE,
KRISTEN DANIELLE JORDAN, AND DONNA JOHNSON - RELATORS**

DATED: _____ BY: _____
DEANN ROY

DATED: _____ BY: _____
SHERRI WHITE

DATED: _____ BY: _____
KRISTEN DANIELLE JORDAN

DATED: _____ BY: _____
DONNA JOHNSON

**CAMILLE HARRIS, TAMIKA KELLY,
ANTONIA FORREST, AND BERTHA KENNEDY - RELATORS**

DATED: _____ BY: _____
CAMILLE HARRIS

DATED: _____ BY: _____
TAMIKA KELLY

DATED: _____ BY: _____
ANTONIA FORREST

DATED: _____ BY: _____
BERTHA KENNEDY

DATED: _____ BY: _____
OSCAR M. PRICE IV
Price Armstrong LLC
Counsel for Camille Harris,
Tamika Kelly, Antonia Forrest, and Bertha Kennedy

**DEANN ROY, SHERRI WHITE,
KRISTEN DANIELLE JORDAN, AND DONNA JOHNSON - RELATORS**

DATED: 6/10/2024 BY: 
B25258C448C84C0...
DEANN ROY

DATED: 6/10/2024 BY: 
SHERRI WHITE

DATED: 6/10/2024 BY: 
EAF7003498274E9
KRISTEN DANIELLE JORDAN

DATED: 6/10/2024 BY: 
66A59927C98C497
DONNA JOHNSON

DATED: 6/10/24

BY: 

JASON HADLEY
The Hadley Law Firm, LLC
Counsel for Deann Roy, Sherri White,
Kristen Danielle Jordan, and Donna Johnson

CHRIS PETREY - RELATOR

DATED: _____

BY: _____
CHRIS PETREY

DATED: _____

BY: _____
JAMES F. BARGER, JR.
J. ELLIOTT WALTHALL
Frohsin, Barger & Walthall LLC

BENJAMIN P. BUCY
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.
Counsel for Chris Petrey

JASON MEDVED AND ANTHONY DONNADIO - RELATORS

DATED: _____

BY: _____
JASON MEDVED

DATED: _____

BY: _____
ANTHONY DONNADIO

DATED: _____

BY: _____


JASON HADLEY
The Hadley Law Firm, LLC
Counsel for Deann Roy, Sherri White,
Kristen Danielle Jordan, and Donna Johnson

CHRIS PETREY - RELATOR

DATED: 6/10/2024

BY: 
CHRIS PETREY

DATED: 6.11.24

BY: 
JAMES F. BARGER, JR.
J. ELLIOTT WALTHALL
Frohsin, Barger & Walthall LLC

BENJAMIN P. BUCY
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.
Counsel for Chris Petrey

JASON MEDVED AND ANTHONY DONNADIO - RELATORS

DATED: _____

BY: _____
JASON MEDVED

DATED: _____

BY: _____
ANTHONY DONNADIO

DATED: _____

BY: _____

JASON HADLEY
The Hadley Law Firm, LLC
Counsel for Deann Roy, Sherri White,
Kristen Danielle Jordan, and Donna Johnson

CHRIS PETREY - RELATOR

DATED: _____

BY: _____

CHRIS PETREY

DATED: _____

BY: _____

JAMES F. BARGER, JR.
J. ELLIOTT WALTHALL
Frohsin, Barger & Walthall LLC

BENJAMIN P. BUCY
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.
Counsel for Chris Petrey

JASON MEDVED AND ANTHONY DONNADIO - RELATORS

DATED: 6-10-2024

BY: _____

Jason Medved
JASON MEDVED

DATED: _____

BY: _____

ANTHONY DONNADIO

DATED: _____

BY: _____

JASON HADLEY
The Hadley Law Firm, LLC
Counsel for Deann Roy, Sherri White,
Kristen Danielle Jordan, and Donna Johnson

CHRIS PETREY - RELATOR

DATED: _____

BY: _____

CHRIS PETREY

DATED: _____

BY: _____

JAMES F. BARGER, JR.
J. ELLIOTT WALTHALL
Frohsin, Barger & Walthall LLC

BENJAMIN P. BUCY
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.
Counsel for Chris Petrey

JASON MEDVED AND ANTHONY DONNADIO - RELATORS

DATED: _____

BY: _____

JASON MEDVED

DATED: 6-10-24

BY: *Anthony M. Donnadio*
ANTHONY DONNADIO

DATED: 6/10/24

BY:



R. SCOTT OSWALD

JANEL QUINN

LYDIA A. PAPPAS

The Employment Law Group, P.C.

ANN LUGBILL

ARLUS J. STEPHENS

MARK HANNA

Murphy Anderson PLLC

Counsel for Jason Medved and Anthony Donnadio

