

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”), Intrepid U.S.A., Inc. d/b/a Intrepid USA Healthcare Services and its related entities listed on Attachment A (“Intrepid”), and Pamela Joffe and Jennifer Jones (the “Hospice Relators”), and Marsha Rigney and Janet Watts (the “Home Health Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Intrepid provides home health and hospice care services to Medicare beneficiaries throughout the United States. Intrepid has facilities located in Minnesota, Kentucky, Texas, Washington, Arizona, Louisiana, Indiana, Arkansas, Missouri, Ohio, Tennessee, Virginia, Georgia, and South Carolina. Its corporate headquarters is located in Dallas, Texas.

B. On November 25, 2019, relators Pamela Joffe and Jennifer Jones filed a qui tam action in the United States District Court for the District of Minnesota captioned *United States ex rel. Jennifer Jones and Pamela Joffe v. Intrepid USA Healthcare, Inc.*, Case No. 19-SC-2973 (D. Minn.), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Minnesota Civil Action”). The Hospice Relators allege that Intrepid knowingly admitted, certified and/or recertified patients who were not eligible for the Medicare hospice benefit or did not have proper documentation of their eligibility and submitted claims for services provided to such patients.

C. On February 7, 2020, relators Marsha Rigney and Janet Watts filed a qui tam action in the United States District Court for the Western District of Kentucky captioned *United States ex rel. Marsha Rigney and Janet Watts v. Intrepid U.S.A., Inc.*, Case No. 3:20-cv-95

(W.D. Ky.), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Kentucky Civil Action”). The Home Health Relators allege that Intrepid submitted false claims for payment for home healthcare services by enrolling patients who did not qualify for the Medicare home health benefit; enrolling patients who were not appropriately certified as eligible for homecare; providing homecare and therapy services that were not reasonable or medically necessary; providing services by unlicensed and untrained staff; and submitting claims for services that were not provided.

D. The United States contends that Intrepid 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”).

E. The United States contends that it has certain civil claims against Intrepid as follows:

i. The United States contends that it has certain civil claims against Intrepid for submitting or causing the submission of claims to Medicare for patients who did not meet the eligibility requirements for the Medicare hospice benefit. Specifically, it contends that Intrepid admitted patients to hospice care who did not have a medical prognosis for life expectancy of six months or less if his/her illness ran its normal course or continued providing services to patients when they should have been discharged because they no longer met the requirements for the Medicare hospice benefit. The United States’ claims are limited to the time period and facilities identified in Attachment B and exclude beneficiaries who received less than one year of hospice care from Intrepid. The conduct identified in this Paragraph E.i. is referred to below as the “Hospice Covered Conduct.”

ii. The United States further contends that, during the time period and for those Intrepid facilities identified in Attachment C, and limited to patients who received 20 or

more therapy visits in an episode, Intrepid provided medically unnecessary therapy visits to patients in order to maximize reimbursement. Additionally, during the time period and for those Intrepid facilities identified in Attachment D, the United States contends that Intrepid inappropriately extended the duration of home health services it provided to those patients in order to maximize reimbursement. The conduct identified in this Paragraph E.ii. is referred to below as the “Home Health Covered Conduct.”

F. This Settlement Agreement is neither an admission of liability by Intrepid nor a concession by the United States that its claims are not well founded. Intrepid denies the allegations of the United States contained in Paragraph E. Intrepid also denies the allegations in the Minnesota Civil Action and the Kentucky Civil Action.

G. The Hospice and Home Health Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to the Hospice and Home Health Relators’ reasonable expenses, attorneys’ fees and costs.

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

TERMS AND CONDITIONS

1. Intrepid agrees to pay the United States the sum of three million eight hundred and fifty thousand dollars (\$3,850,000.00) on the Effective Date of the Agreement (the “Settlement Amount”). The Settlement Amount constitutes restitution. The Settlement Amount shall be made payable to the United States by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice, which shall be provided to Intrepid prior to the Effective Date.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States agrees that it shall pay by electronic funds transfer (i) to Home Health Relators \$359,014.32 (“Home Health Relator’s Share”) and (ii) to Hospice Relators \$333,985.68 (“Hospice Relator’s Share”).

3. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 9 (concerning disclosure of assets) and Paragraph 17 (concerning bankruptcy) below, and upon the United States’ receipt of the Settlement Amount, the United States releases Intrepid and its successors and assigns from any civil or administrative monetary claim the United States has for the Hospice Covered Conduct and the Home Health Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 6 below, and upon the United States’ receipt of the Settlement Amount, the Home Health Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Intrepid, and any related entities, current and former, including direct and indirect subsidiaries and parents, along with their principals, officers, directors, managers, members, employees, lenders, landlords, board members, agents, and affiliates, current and former, and any successors, purchasers, predecessors and previous asset owners of all of them, with prejudice from any and all claims, causes of action, complaints, suits, demands, damages, costs, expenses, liabilities, grievances, or other losses—whether known or unknown, asserted or unasserted—of any kind or nature that may exist as of the date of execution of this Agreement, including without limitation those that in any way arise from or are related to the Home Health Covered Conduct or any of the allegations in the Kentucky Civil

Action. This paragraph in no way limits or affects the scope of the release given by or the obligations of the United States under Paragraph 3.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, the Hospice Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Intrepid, and any related entities, current and former, including direct and indirect subsidiaries and parents, along with their principals, officers, directors, managers, members, employees, lenders, landlords, board members, agents, and affiliates, current and former, and any successors, purchasers, predecessors and previous asset owners of all of them, with prejudice from any and all claims, causes of action, complaints, suits, demands, damages, costs, expenses, liabilities, grievances, or other losses—whether known or unknown, asserted or unasserted—of any kind or nature that may exist as of the date of execution of this Agreement, including without limitation those that in any way arise from or are related to the Hospice Covered Conduct or any of the allegations in the Minnesota Civil Action. This paragraph in no way affects the scope of the release given by or the obligations of the United States under Paragraph 3.

6. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights 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 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 Hospice Covered Conduct and the Home Health Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

7. The Home Health Relators and the Hospice Relators and their respective 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). Conditioned upon Home Health Relators and the Hospice Relators receipt of the their respective Home Health and Hospice Relators' Share, the Home Health Relators and the Hospice Relators and their respective heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Minnesota Civil Action, the Kentucky Civil Action, or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Minnesota Civil Action and the Kentucky Civil Action.

8. The Home Health Relators and the Hospice Relators and their respective heirs, successors, attorneys, agents, and assigns, release Intrepid, and its officers, agents, and employees, from any liability to the Home Health Relators and the Hospice Relators arising from the filing of the Minnesota Civil Action and the Kentucky Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. On February 27, 2023, Intrepid provided the United States with a completed Financial Statement of Corporate Debtor, followed by productions of documents responsive to requests contained therein, and Intrepid provided an updated Financial Statement of Corporate

Debtor to the United States on April 18, 2024 (together “Financial Disclosures”). The United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Intrepid warrants that the Financial Disclosures were complete and accurate when made, and that Intrepid will respond with reasonable promptness to any request by the United States to provide any supplemental information requested before the Effective Date of this Agreement. If the United States learns of asset(s) in which Intrepid had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Intrepid’s obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Intrepid on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$1,000,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Intrepid’s previously undisclosed asset(s). Intrepid agrees not to contest any collection action undertaken by the United States pursuant to this provision and agrees that it will immediately pay the United States the greater of (i) a ten percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States’ reasonable attorneys’ fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, Intrepid waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within one hundred twenty (120) calendar days of written notification to Intrepid that this Agreement has been rescinded, and (b) relate to the Hospice Covered Conduct or Home Health

Covered Conduct, except to the extent these defenses were available in the Minnesota Civil Action on the date that action was filed and relate to the Hospice Covered Conduct or were available in the Kentucky Civil Action on the date that action was filed and relate to the Home Health Covered Conduct.

10. Intrepid waives and shall not assert any defenses Intrepid may have to any criminal prosecution or administrative action relating to the Hospice Covered Conduct or Home Health 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.

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

12. Intrepid fully and finally releases the Hospice Relators and the Home Health Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Intrepid has asserted, could have asserted, or may assert in the future against them, related to the Hospice Covered Conduct and the Home Health Covered Conduct and the Hospice Relators' and Home Health Relators' investigation and prosecution thereof.

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

or Home Health Covered Conduct; and Intrepid agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Hospice or Home Health Covered Conduct, agrees not to appeal any such denials of claims related to the Hospice or Home Health Covered Conduct, and agrees to withdraw any such pending appeals related to the Hospice or Home Health Covered Conduct.

14. Intrepid agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395III and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Intrepid, 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 investigations of the matters covered by this Agreement;
- (3) Intrepid'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 Intrepid makes to the United States pursuant to this Agreement and any payments that Intrepid may make to the Hospice or Home Health 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 Intrepid, and Intrepid 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 Intrepid or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Intrepid further agrees that within ninety (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 Intrepid 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. Intrepid agrees that the United States, at a minimum, shall be entitled to recoup from Intrepid 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 Intrepid or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Intrepid 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 Intrepid's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

15. 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 4, 5, 7, 8, 11, and 16 (waiver for beneficiaries paragraph).

16. Intrepid 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 Hospice Covered Conduct and the Home Health Covered Conduct.

17. In exchange for valuable consideration provided in this Agreement, Intrepid, Hospice Relators, and Home Health Relators acknowledge the following:

a. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Intrepid, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

b. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

c. The Parties do not intend to hinder, delay, or defraud any entity to which Intrepid was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

d. If (i) any of Intrepid's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) and (ii) if Phoenix II Recovery, LLC and Phoenix III Recovery, LLC (as successors in interest to Zohar II 2005-1, Limited and Zohar III, Limited) (the "Phoenix Entities") do not fulfill their obligations pursuant to the side letter agreement entered into between the United States and the Phoenix Entities dated August 12, 2024:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Intrepid for the claims that would otherwise be covered by the releases provided in Paragraph 3 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim that is not subject to subordination or reconsideration against Intrepid in the amount of \$27,258,730.42, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Intrepid, a receiver, trustee, custodian, or other similar official for Intrepid;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Hospice or Home Health Relators; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Hospice or Home Health Relators pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the

Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Hospice and Home Health Relators shall, within thirty days of written notice from the United States to the undersigned Hospice and Home Health Relators' counsel, return to the United States all amounts recovered from the United States.

e. Intrepid agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17.d is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Intrepid shall not argue or otherwise contend that the United States' claim, action, or proceeding brought by the United States under Paragraph 17.d is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Intrepid waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States under Paragraph 17.d within 120 days of written notification to Intrepid that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of the Agreement.

18. Upon receipt by the United States of the Settlement Amount described in Paragraph 1, above, the United States and the Hospice Relators shall promptly sign and file in the Minnesota Civil Action a Joint Stipulation of Dismissal of the Minnesota Civil Action pursuant to Rule 41(a)(1). The Stipulation of Dismissal shall be with prejudice to the United States' and the Hospice Relators' claims against Intrepid as to the Hospice Covered Conduct and shall be without prejudice to the United States and with prejudice to the Hospice Relators as to all other claims against Intrepid.

19. Upon receipt by the United States of the Settlement Amount described in Paragraph 1, above, the United States and the Home Health Relators shall promptly sign and file in the Kentucky Civil Action a Joint Stipulation of Dismissal of the Kentucky Civil Action pursuant to Rule 41(a)(1). The Stipulation of Dismissal shall be with prejudice to the United States' and the Home Health Relators' claims against Intrepid as to the Home Health Covered Conduct and shall be without prejudice to the United States and with prejudice to the Home Health Relators as to all other claims against Intrepid.

20. As additional consideration to the United States to enter into this Agreement, the Phoenix Entities and the United States entered into the side letter agreement dated August 12, 2024.

21. Subject to the separate agreements executed contemporaneously herewith regarding Home Health and Hospice Relators' attorney fees and costs, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

23. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement regarding the Minnesota Civil Action or the Hospice Relators is the United States District Court for the District of Minnesota. The exclusive jurisdiction and venue for any dispute relating to this Agreement regarding the Kentucky Civil Action or Home Health Relators is the United States District Court for the Western District of Kentucky.

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

25. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

28. This Agreement is binding on Intrepid's successors, transferees, heirs, and assigns.

29. This Agreement is binding on the Home Health Relators' and Hospice Relators' successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

DATED: _____

BY: ANTHONY GILL Digitally signed by ANTHONY GILL
Date: 2024.08.09 14:14:03 -04'00'
ANTHONY GILL
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

and


ANDREW M. LUGER
United States Attorney, D.MN

DATED: _____

BY: KRISTEN RAU Digitally signed by KRISTEN
RAU
Date: 2024.08.09 15:29:26
-05'00'
KRISTEN E. RAU
Assistant United States Attorney

MICHAEL A. BENNETT
United States Attorney, W.D.KY

DATED: _____

BY:  Digitally signed by
BENJAMIN SCHECTER
Date: 2024.08.09 15:15:41
-04'00'
BENJAMIN S. SCHECTER
Assistant United States Attorney

DATED: _____

BY: _____
SUSAN 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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

ANTHONY GILL
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

and

ANDREW M. LUGER
United States Attorney, D.MN

DATED: _____

BY: _____

KRISTEN E. RAU
Assistant United States Attorney

MICHAEL A. BENNETT
United States Attorney, W.D.KY

DATED: _____

BY: _____

BENJAMIN S. SCHECTER
Assistant United States Attorney

DATED: 08/09/24

BY: _____

SUSAN 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

Digitally signed by SUSAN GILLIN
Date: 2024.08.09 22:38:25 -04'00'

INTREPID U.S.A., INC.,
F.C. OF ARKANSAS, INC.,
F.C. OF KENTUCKY, INC.,
F.C. OF TENNESSEE, INC.,
F.C. OF TEXAS, INC.,
F.C. OF VIRGINIA, INC.,
INTREPID OF GOLDEN VALLEY, INC.,
INTREPID OF IOWA, INC.,
INTREPID OF LOUISIANA, INC.,
INTREPID OF THE OZARKS, INC.,
INTREPID OF SOUTHERN KENTUCKY, INC.,
INTREPID OF TENNESSEE, INC.,
INTREPID OF THE TRI-STATE, INC.,
INTREPID OF THE TWIN CITIES, INC.,
INTREPID OF WASHINGTON, INC.,
INTREPID OF WESTERN KENTUCKY, INC.,
INTREPID OF EDINA, INC.,
INTREPID OF MISSOURI, INC.,
INTREPID OF THE LOWCOUNTRY, INC.
INTREPID OF THE SMOKIES, INC.
INTREPID OF JAMES RIVER, INC.
INTREPID OF BEAR CREEK, INC.

DATED: 8/8/2024 | 7:25 PM CDT BY: John M. Kunysz, Jr.
 JOHN M. KUNYSZ, JR.
 President and Chief Executive Officer
 Acting on behalf of each of the entities set forth above.

DATED: _____ BY: _____
 Brad Robertson
 BRADLEY ARANT BOULT CUMMINGS LLP

*Counsel for Intrepid U.S.A., Inc. d/b/a Intrepid USA
 Healthcare Services; F.C. of Arkansas, Inc.; F.C. of
 Kentucky, Inc.; F.C. of Tennessee, Inc.; F.C. of Texas, Inc.;
 F.C. of Virginia, Inc.; Intrepid of Golden Valley, Inc.;
 Intrepid of Iowa, Inc.; Intrepid of Louisiana, Inc.; Intrepid
 of the Ozarks, Inc.; Intrepid of Southern Kentucky, Inc.;
 Intrepid of Tennessee, Inc.; Intrepid of the Tri-State, Inc.;
 Intrepid of the Twin Cities, Inc.; Intrepid of Washington,
 Inc.; Intrepid of Western Kentucky, Inc.; Intrepid of Edina,
 Inc.; Intrepid of Missouri, Inc.; Intrepid of the Lowcountry,
 Inc.; Intrepid of the Smokies, Inc.; Intrepid of James River,
 Inc.; Intrepid of Bear Creek, Inc.*

INTREPID U.S.A., INC.,
F.C. OF ARKANSAS, INC.,
F.C. OF KENTUCKY, INC.,
F.C. OF TENNESSEE, INC.,
F.C. OF TEXAS, INC.,
F.C. OF VIRGINIA, INC.,
INTREPID OF GOLDEN VALLEY, INC.,
INTREPID OF IOWA, INC.,
INTREPID OF LOUISIANA, INC.,
INTREPID OF THE OZARKS, INC.,
INTREPID OF SOUTHERN KENTUCKY, INC.,
INTREPID OF TENNESSEE, INC.,
INTREPID OF THE TRI-STATE, INC.,
INTREPID OF THE TWIN CITIES, INC.,
INTREPID OF WASHINGTON, INC.,
INTREPID OF WESTERN KENTUCKY, INC.,
INTREPID OF EDINA, INC.,
INTREPID OF MISSOURI, INC.,
INTREPID OF THE LOWCOUNTRY, INC.
INTREPID OF THE SMOKIES, INC.
INTREPID OF JAMES RIVER, INC.
INTREPID OF BEAR CREEK, INC.

DATED: _____

BY: _____

JOHN M. KUNYSZ, JR.
President and Chief Executive Officer
Acting on behalf of each of the entities set forth above.

DATED: 8/12/24


BY: _____

Brad Robertson
BRADLEY ARANT BOULT CUMMINGS LLP

*Counsel for Intrepid U.S.A., Inc. d/b/a Intrepid USA
Healthcare Services; F.C. of Arkansas, Inc.; F.C. of
Kentucky, Inc.; F.C. of Tennessee, Inc.; F.C. of Texas, Inc.;
F.C. of Virginia, Inc.; Intrepid of Golden Valley, Inc.;
Intrepid of Iowa, Inc.; Intrepid of Louisiana, Inc.; Intrepid
of the Ozarks, Inc.; Intrepid of Southern Kentucky, Inc.;
Intrepid of Tennessee, Inc.; Intrepid of the Tri-State, Inc.;
Intrepid of the Twin Cities, Inc.; Intrepid of Washington,
Inc.; Intrepid of Western Kentucky, Inc.; Intrepid of Edina,
Inc.; Intrepid of Missouri, Inc.; Intrepid of the Lowcountry,
Inc.; Intrepid of the Smokies, Inc.; Intrepid of James River,
Inc.; Intrepid of Bear Creek, Inc.*


MARSHA RIGNEY AND JANET WATTS – HOME HEALTH RELATORS

DATED: 08 / 08 / 2024

BY: 

Marsha Rigney

DATED: 08 / 09 / 2024

BY: 

Janet Watts

DATED: 08 / 09 / 2024

BY: 


James F. Barger Jr.
J. Elliott Walthall
FROHSIN BARGER & WALTHALL
Co-counsel for Relators Marsha Rigney and Janet Watts

DATED: 08 / 08 / 2024

BY: 

Benjamin P. Bucy
BARRASSO USDIN KUPPERMAN FREEMAN &
SARVER, L.L.C.
Co-counsel for Relators Marsha Rigney and Janet Watts

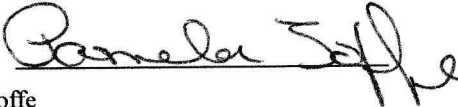
DATED: 08 / 10 / 2024

BY: 

Brian M. Vines
MINNER VINES MONCUS, PLLC
Co-counsel for Relators Marsha Rigney and Janet Watts

PAMELA JOFFE AND JENNIFER JONES – HOSPICE RELATORS

DATED: 8/9/24

BY: 
Pamela Joffe

DATED: _____

BY: _____
Jennifer Jones

DATED: _____

BY: _____
Patrick H. O'Neill, Jr.
LARSON KING, LLP
Co-counsel for Relators Jennifer Jones and Pamela Joffe

DATED: _____

BY: _____
Richard M. Elias
ELIAS LLC
Co-counsel for Relators Jennifer Jones and Pamela Joffe

ATTACHMENT A

INTREPID U.S.A., INC. d/b/a INTREPID USA HEALTHCARE SERVICES RELATED ENTITIES THAT ARE PARTIES TO THIS AGREEMENT

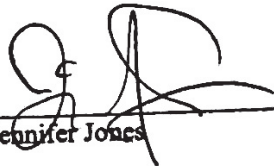
1. F.C. of Arkansas, Inc. d/b/a Intrepid USA Healthcare Services
2. F.C. of Kentucky, Inc. d/b/a Intrepid USA Healthcare Services
3. F.C. of Tennessee, Inc. d/b/a Intrepid USA Healthcare Services
4. F.C. of Texas, Inc. d/b/a Intrepid USA Healthcare Services
5. F.C. of Virginia, Inc. d/b/a Intrepid USA Healthcare Services
6. Intrepid of Bear Creek, Inc. d/b/a Intrepid USA Healthcare Services
7. Intrepid of Edina, Inc. d/b/a Intrepid USA Hospice
8. Intrepid of Golden Valley, Inc. d/b/a Intrepid USA Healthcare Services
9. Intrepid of Iowa, Inc. d/b/a Intrepid USA Healthcare Services
10. Intrepid of James River, Inc. d/b/a Intrepid USA Healthcare Services
11. Intrepid of Louisiana, Inc. d/b/a Intrepid USA Healthcare Services
12. Intrepid of the Lowcountry, Inc. d/b/a Intrepid USA Hospice – Low Country
13. Intrepid of Missouri, Inc. d/b/a Intrepid USA Hospice
14. Intrepid of the Ozarks, Inc. d/b/a Intrepid USA Healthcare Services
15. Intrepid of the Smokies, Inc. d/b/a Intrepid USA Healthcare Services
16. Intrepid of Southern Kentucky, Inc. d/b/a Intrepid USA Healthcare Services
17. Intrepid of Tennessee, Inc. d/b/a Intrepid USA Healthcare Services
18. Intrepid of the Tri-State, Inc. d/b/a Intrepid USA Healthcare Services
19. Intrepid of the Twin Cities, Inc. d/b/a Intrepid USA Healthcare Services
20. Intrepid of Washington, Inc. d/b/a Intrepid USA Healthcare Services
21. Intrepid of Western Kentucky, Inc. d/b/a Intrepid USA Healthcare Services

PAMELA JOFFE AND JENNIFER JONES - HOSPICE RELATORS

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ATTACHMENT B

| Current Intrepid Facility Name | Facility NPI | Facility Location (City and State) | Time Period |
|--|---------------------|---|---|
| Intrepid of Edina, Inc. d/b/a Intrepid USA Hospice | 1669739694 | Roseville, MN | January 1, 2018 through December 31, 2018 and January 1, 2020 through December 31, 2021 |
| Intrepid of Missouri, Inc. d/b/a Intrepid USA Hospice | 1245597285 | Springfield, MO | January 1, 2017 through December 31, 2017 and January 1, 2019 through December 31, 2021 |
| Intrepid of the Lowcountry, Inc. d/b/a Intrepid USA Hospice – Low Country | 1194199380 | North Charleston, SC | January 1, 2016 through December 31, 2018 |

ATTACHMENT C

| Current Intrepid Facility Name | Facility NPI | Facility Location (City and State) | Time Period |
|---|---------------------|---|---|
| F.C. of Arkansas, Inc. d/b/a Intrepid USA Healthcare Services | 1023090669 | Little Rock, AR | January 1, 2016 through December 31, 2019 |
| Intrepid of Iowa, Inc. d/b/a Intrepid USA Healthcare Services | 1295717841 | Des Moines, IA | January 1, 2016 through December 31, 2017 and January 1, 2019 through December 31, 2019 |
| Intrepid of the Tri-State, Inc. d/b/a Intrepid USA Healthcare Services | 1194707711 | Henderson, KY | January 1, 2016 through December 31, 2019 |
| F.C. of Kentucky, Inc. d/b/a Intrepid USA Healthcare Services | 1598748600 | Elizabethtown, KY | January 1, 2016 through December 31, 2019 |
| Intrepid of Western Kentucky, Inc. d/b/a USA Healthcare Services | 1811979495 | Mayfield, KY | January 1, 2016 through December 31, 2019 |
| Intrepid of Golden Valley, Inc. d/b/a Intrepid USA Healthcare Services | 1528040169 | Edina, MN | January 1, 2016 through December 31, 2019 |
| Intrepid of the Twin Cities, Inc. d/b/a Intrepid USA Healthcare Services | 1659353233 | Roseville, MN | January 1, 2016 through December 31, 2018 |
| F.C. of Tennessee, Inc. d/b/a Intrepid USA Healthcare Services | 1194708354 | Nashville, TN | January 1, 2017 through December 31, 2017 and January 1, 2019 through December 31, 2019 |
| Intrepid of the Smokies, Inc. d/b/a Intrepid USA Healthcare Services | 1679555254 | Sweetwater, TN | January 1, 2016 through December 31, 2021 |
| F.C. of Tennessee, Inc. d/b/a Intrepid USA Healthcare Services | 1821071929 | Bartlett, TN | January 1, 2018 through December 31, 2018 and January 1, 2020 through December 31, 2021 |
| F.C. of Texas, Inc. d/b/a Intrepid USA Healthcare Services | 1306829437 | Carrollton, TX | January 1, 2019 through December 31, 2019 |

| | | | |
|---|------------|--------------|---|
| Intrepid of James River, Inc. d/b/a Intrepid USA Healthcare Services | 1750363339 | Chester, VA | January 1, 2017 through December 31, 2019 |
| F.C. of Virginia, Inc. d/b/a Intrepid USA Healthcare Services | 1730161365 | Staunton, VA | January 1, 2016 through December 31, 2017 |
| Intrepid of Washington, Inc. d/b/a Intrepid USA Healthcare Services | 1124000708 | Spokane, WA | January 1, 2016 through December 31, 2018 |

ATTACHMENT D

| Current Intrepid Facility Name | Facility NPI | Facility Location (City and State) | Time Period |
|---|---------------------|---|---|
| Intrepid of the Ozarks, Inc. d/b/a Intrepid USA Healthcare Services | 1073595625 | McCrary, AR | January 1, 2017 through December 31, 2021 |
| Intrepid of Southern Kentucky, Inc. d/b/a Intrepid USA Healthcare Services | 1467434043 | Somerset, KY | January 1, 2017 through December 31, 2021 |
| Intrepid of Louisiana, Inc. d/b/a Intrepid USA Healthcare Services | 1851373492 | Opelousas, LA | January 1, 2018 through December 31, 2021 |
| Intrepid of Tennessee, Inc. d/b/a Intrepid USA Healthcare Services | 1699758722 | Jackson, TN | January 1, 2016 through December 31, 2018 and January 1, 2020 through December 31, 2021 |
| Intrepid of Bear Creek , Inc. d/b/a Intrepid USA Healthcare Services | 1215919899 | Cookeville, TN | January 1, 2016 through December 31, 2017 and January 1, 2020 through December 31, 2021 |