

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) and the Defense Health Agency (DHA), acting on behalf of the TRICARE program (collectively, the “United States”); the State of Iowa, acting through the Iowa Office of the Attorney General, the State of South Dakota, acting through the South Dakota Office of the Attorney General, the State of Nebraska, acting through the Nebraska Office of the Attorney General (collectively, the “Settling States”); and Siouxland Surgery Center LLP d/b/a Dunes Surgical Hospital (DSH), United Surgical Partners International, Inc. (USPI), and USP Siouxland, Inc. (USP) (collectively, the “Dunes Parties”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

- A. DSH is a surgical hospital located in Dakota Dunes, South Dakota.
- B. USPI, which is headquartered in Dallas, Texas, maintains ownership in more than 480 surgical hospitals and ambulatory surgery centers throughout the United States. USP is a wholly owned subsidiary of USPI. On July 1, 2014, USP acquired partial ownership of DSH. Also on July 1, 2014, USP and DSH executed a management agreement under which USP undertook managerial responsibilities for DSH, including oversight of day-to-day operations.
- C. On April 21, 2021, DSH and USP voluntarily disclosed potential violations of the physician self-referral law, 42 U.S.C. § 1395nn (the “Stark Law”) and the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (“AKS”), through the U.S. Department of Health and Human Services Office of Inspector General’s Provider Self-Disclosure Protocol (hereafter referred to as the “Self-Disclosure Protocol”). The conduct disclosed by DSH and USP pursuant to the Self-

Disclosure Protocol included (1) providing free and below fair market value clinic space, supplies, and employees to Dunes Anesthesia, P.C. d/b/a Siouxland Pain Clinic (SPC); and (2) providing financial contributions to the CNOS Foundation, an organization affiliated with CNOS P.C. (CNOS). SPC and CNOS are physician groups who refer patients to DSH for health care items and services. Referrals from SPC and CNOS accounted for a significant portion of procedures at DSH during the relevant period. The Dunes Parties conducted an independent investigation and compliance review of these issues and provided OIG-HHS with a detailed and thorough written self-disclosure.

D. USPI began implementing a new audit and compliance review program in 2019, which contributed in part to the Dunes Parties' identification of the disclosed issues. Promptly after identifying the issues through that review, the Dunes Parties took steps to remediate the conduct at issue, including ceasing the relevant space, supply, and employee arrangements with SPC and ceasing DSH's contributions to the CNOS Foundation. The employees identified as the most substantially involved in or responsible for the conduct are no longer employed by DSH, USP, or USPI.

E. Following DSH and USP's self-disclosure, the Dunes Parties cooperated with the Government's investigation of these issues, including by identifying individuals involved in, or responsible for, the conduct; preserving, collecting, and disclosing relevant documents and information; identifying individuals who were aware of relevant information; making the Dunes Parties' employees available for interviews; disclosing facts gathered during the Dunes Parties' independent investigation; and assisting in the determination of amounts billed to federal health care programs for items or services resulting from SPC's and CNOS's referral of patients to DSH.

F. The Dunes Parties received credit under the United States Department of Justice’s guidelines for taking disclosure, cooperation, and remediation into account in False Claims Act cases, Justice Manual § 4-4.112.

G. The United States and the Settling States contend that the Dunes Parties 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”); and the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”).

H. The United States and the Settling States contend that between May 1, 2014 and December 31, 2019 (the “Relevant Period”), the Dunes Parties submitted or caused to be submitted false or fraudulent claims to Medicare, Medicaid, and TRICARE resulting from violations of the AKS and Stark Law arising from the following conduct:

- (1) During the Relevant Period, DSH made substantial financial contributions, totaling between \$300,000 and \$375,000 per year, to the CNOS Foundation, a non-profit organization affiliated with CNOS. This arrangement began prior to USP’s management and partial acquisition of DSH. CNOS is a physician group whose physicians made referrals to DSH for health care items and services. DSH’s contributions to the CNOS Foundation funded, among other things, the salaries of athletic trainers who generated referrals for both CNOS and DSH. Two USPI employees who supported USP’s management and oversight of Dunes became aware of DSH’s contributions to CNOS and approved an increase in DSH’s contributions after USP assumed management of DSH. Those two employees stopped working for USPI in 2018 and have had no involvement with USP or USPI since that

time. The United States contends that at least one purpose of the payments to the CNOS Foundation was to induce or reward referrals to DSH from CNOS.

- (2) SPC operated a clinic within DSH. During the Relevant Period, DSH provided clinic space, administrative and clinical staff, and supplies to SPC at below fair market value or no charge. This arrangement began prior to USP's management and partial acquisition of DSH. SPC's physicians made referrals to DSH for health care items and services. The United States contends that at least one purpose of these arrangements was to induce or reward referrals from SPC.

The conduct described in this Paragraph during the Relevant Period is referred to below as the "Covered Conduct."

I. This Settlement Agreement is neither an admission of liability by the Dunes Parties nor a concession by the United States or the Settling States that their claims are not well founded.

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. The Dunes Parties shall pay to the United States and the Settling States, collectively, a total of Fourteen Million One Hundred Twenty-Six Thousand Eight Hundred Eighty-Nine Dollars (\$14,126,889.00) ("Settlement Amount"), of which Nine Million Four Hundred Seventeen Thousand Nine Hundred Twenty-Six Dollars (\$9,417,926.00) is restitution, and interest on the Settlement Amount at a rate of 4.375% per annum from March 1, 2024 and

continuing until and including the day of payment. Such payment shall be made no later than 10 days after the Effective Date of this Agreement. The Settlement Amount shall be paid as follows:

a. The Dunes Parties shall pay to the United States Twelve Million Seven Hundred Fifty-Five Thousand Five Hundred Thirty Two Dollars (\$12,755,532.00), plus accrued interest as set forth above (“Federal Settlement Amount”), of which Eight Million Five Hundred Three Thousand Six Hundred Eighty-Eight Dollars (\$8,503,688.00) is restitution, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

b. The Dunes Parties shall pay to the State of Iowa One Million Fifty-Five Thousand Forty-Seven Dollars and Fifty Cents (\$1,055,047.50), plus accrued interest as set forth above (“Iowa Settlement Amount”), of which Seven Hundred Three Thousand Three Hundred Sixty-Five Dollars (\$703,365.00) is restitution. The Iowa Settlement Amount is specifically for Iowa’s state share of Medicaid funds disbursed to the Dunes Parties. Payment of this portion of the settlement shall be made by check made payable to the Iowa Medicaid Fraud Control Unit and mailed to the Iowa Medicaid Fraud Control Unit, Department of Inspections, Appeals, & Licensing, 6200 Park Avenue, Suite 100, Des Moines, IA 50321-1270.

c. The Dunes Parties shall pay to the State of South Dakota Forty-Nine Thousand Four Hundred Twenty-Nine Dollars and Fifty Cents (\$49,429.50), plus accrued interest as set forth above (“South Dakota Settlement Amount”), of which Thirty-Two Thousand Nine Hundred Fifty-Three Dollars (\$32,953.00) is restitution. The South Dakota Settlement Amount is specifically for South Dakota’s state share of Medicaid funds disbursed to the Dunes Parties. Payment of this portion of the settlement shall be made by check made payable to the

South Dakota Department of Social Services and mailed to the South Dakota Office of Attorney General, Medicaid Fraud Control Unit, 1302 E. Hwy 14, Suite 4, Pierre, SD 57501-8504.

d. The Dunes Parties shall pay to the State of Nebraska Two Hundred Sixty-Six Thousand Eight Hundred Eighty Dollars (\$266,880.00), plus accrued interest as set forth above (“Nebraska Settlement Amount”), of which One Hundred Seventy-Seven Thousand Nine Hundred Twenty Dollars (\$177,920.00) is restitution. The Nebraska Settlement Amount is specifically for Nebraska’s state share of Medicaid funds disbursed to the Dunes Parties. Payment of this portion of the settlement shall be made by check made payable to the Nebraska Medicaid Fraud and Patient Abuse Unit and mailed to the Nebraska Office of the Attorney General, 1221 N Street, Suite 500, Lincoln NE 68508.

2. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and upon the United States’ receipt of the Federal Settlement Amount, plus interest due under Paragraph 1, the United States releases the Dunes Parties, together with their current and former 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 (the “Released Parties”), from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the civil monetary provisions of the Stark Law at 42 U.S.C. §§ 1395nn(g)(3) and (g)(4); or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. In consideration of the Dunes Parties’ self-disclosure of this matter and the Dunes Parties’ obligations in this Agreement, and conditioned upon the United States’ receipt of full payment of the Federal Settlement Amount, plus interest due under Paragraph 1, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action

seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against the Dunes Parties under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 5 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude the Dunes Parties from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 5, below.

4. In consideration of the obligations of the Dunes Parties set forth in this Agreement, and upon the United States' receipt of full payment of the Federal Settlement Amount, plus interest due under Paragraph 1, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against the Dunes Parties under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 5 (concerning reserved claims), below. DHA expressly reserves authority to exclude the Dunes Parties 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 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 5, below.

5. Notwithstanding the releases given in Paragraph 2 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 exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

6. Subject to the exceptions in Paragraph 7 of this Agreement, in consideration of the obligations of the Dunes Parties set forth in this Agreement, and conditioned upon tender and negotiation of the State amounts shown above, the Settling States agree to release the Released Parties from any civil or administrative monetary cause of action that the Settling States have for any claims submitted or caused to be submitted to the Settling States' Medicaid Programs for the Covered Conduct.

7. Notwithstanding the releases given in Paragraph 6 of this Agreement, and or any other term of this Agreement, the following claims and rights of the Settling States are specifically reserved and are not released:

- (a) any criminal, civil, or administrative liability arising under state revenue codes;
- (b) any criminal liability;
- (c) any civil or administrative liability that any person or entity, including the Released Parties, has or may have to the Settling States or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 6 of this Agreement, including, but not limited to, any and all of the following claims: (i) claims involving unlawful or illegal conduct based on State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;
- (d) any liability to the Settling States for any conduct other than the Covered Conduct;
- (e) any liability based upon obligations created by this Agreement;
- (f) except as explicitly stated in this Agreement, any administrative liability or right, including exclusion from the Settling States' Medicaid Programs;
- (g) any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- (h) any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- (i) any liability for failure to deliver goods or services due; or

(j) any liability of individuals.

8. The Dunes Parties waive and shall not assert any defenses they 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.

9. The Dunes Parties fully and finally release the United States, the Settling States, and their agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the Dunes Parties have asserted, could have asserted, or may assert in the future against the United States, the Settling States, or their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' or Settling States' investigation and prosecution thereof.

10. The Settlement Amounts 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 carrier or payer, Settling States' Medicaid Program, or any other state payer, related to the Covered Conduct; and the Dunes Parties agree not to resubmit to any Medicare contractor, TRICARE carrier or payer, Settling States' Medicaid Program, or any other state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

11. The Dunes Parties agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social

Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of the Dunes Parties or their 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) the Dunes Parties' 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 the Dunes Parties make to the United States pursuant to this Agreement

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by the Dunes Parties, and the Dunes Parties 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 the Dunes Parties or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Dunes Parties further agree that within 90 days of the Effective Date of this Agreement they 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 the Dunes Parties or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. The Dunes Parties agree that the United States, at a minimum, shall be entitled to recoup from the Dunes Parties 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 the Dunes Parties or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on the Dunes Parties' or any of their 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 the Dunes Parties' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

12. 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 expressly provided for in this Agreement.

13. The Dunes Parties agree that they waive 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.

14. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

16. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of South Dakota. 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.

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

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

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

20. This Agreement is binding on the Dunes Parties' successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

DATED: 9/16/2024

BY: *Nathan Green*
NATHAN P. GREEN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
BRANDON J. GRAY
Assistant United States Attorney
Northern District of Iowa

DATED: _____

BY: _____
ALEXIS A. WARNER
Assistant United States Attorney
District of South Dakota

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

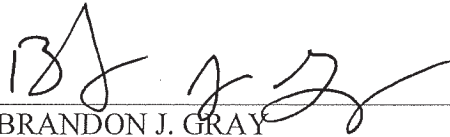
THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

NATHAN P. GREEN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 9/5/24

BY:  _____

BRANDON J. GRAY
Assistant United States Attorney
Northern District of Iowa

DATED: _____

BY: _____

ALEXIS A. WARNER
Assistant United States Attorney
District of South Dakota

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 UNITED STATES OF AMERICA

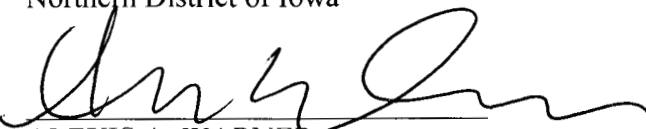
DATED: _____

BY: _____
NATHAN P. GREEN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
BRANDON J. GRAY
Assistant United States Attorney
Northern District of Iowa

DATED: 9/5/24

BY: 

ALEXIS A. WARNER
Assistant United States Attorney
District of South Dakota

DATED: _____

BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
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DATED: _____

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United States Department of Defense

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Civil Division
United States Department of Justice

DATED: _____

BY: _____

BRANDON J. GRAY
Assistant United States Attorney
Northern District of Iowa

DATED: _____

BY: _____

ALEXIS A. WARNER
Assistant United States Attorney
District of South Dakota

DATED: 9/12/24

BY: _____

SUSAN GILLIN Digitally signed by SUSAN GILLIN
Date: 2024.09.12 11:04:07 -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 UNITED STATES OF AMERICA

DATED: _____

BY: _____

NATHAN P. GREEN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

BRANDON J. GRAY
Assistant United States Attorney
Northern District of Iowa

DATED: _____

BY: _____

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Assistant United States Attorney
District of South Dakota

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

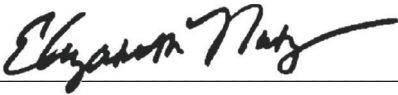
DATED: 09/05/2024

BY: BLEY.PAUL.NICHOLAS.1099873821
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BLEY.PAUL.NICHOLAS.109987382
Date: 2024.09.05 11:48:03 -04'00'

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

STATE OF IOWA

DATED: 09/10/2024

BY: 

Elizabeth Matney

Name


Director, Iowa Medicaid & Division of Administration and HHS
Deputy Director

Title

Iowa Health and Human Services

Organization

DATED: 9/10/2024

BY: 

Tricia Dieleman

Name

Assistant Attorney General

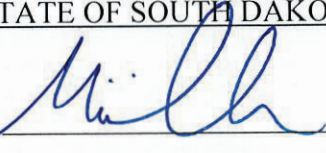
Title

Iowa Attorney General's Office & Iowa Medicaid Fraud Control Unit

Organization

STATE OF SOUTH DAKOTA

DATED: 9/11/2024

BY: 

Mandy Miller
Name

Director, Medicaid FANS
Title

SD Office of the Attorney General
Organization

DATED: 09/16/24

BY: 

Heather Petermann
Name

SD State Medicaid Director
Title

Department of Social Services
Organization

STATE OF NEBRASKA

DATED: 9-5-2024

BY:

Mark Collins

D. Mark Collins

Name

Assistant Attorney General

Title

Nebraska Dept. of Justice

Organization

DATED: 9/12/24

BY:

Matthew Ahern

Matthew Ahern

Name

Interim Medicaid Director


Title

Nebraska Medicaid and Long Term Care

Organization

THE DUNES PARTIES

DATED: 9/6/2024

BY: 
ROBERT MONICAL
Chief Executive Officer
Siouxland Surgery Center LLP

DATED: _____

BY: _____
BRETT BRODNAX
Executive Chairman
United Surgical Partners International, Inc.

DATED: _____

BY: _____
BRETT BRODNAX
President
USP Siouxland, Inc.

DATED: _____

BY: _____
TERRA REYNOLDS
Latham & Watkins LLP
Counsel for Siouxland Surgery Center, LLP; United
Surgical Partners International, Inc.; and USP Siouxland,
Inc.

DATED: _____

BY: _____
JOSEPH C. HUDZIK
Latham & Watkins LLP
Counsel for Siouxland Surgery Center, LLP; United
Surgical Partners International, Inc.; and USP Siouxland,
Inc.

THE DUNES PARTIES

DATED: _____

BY: _____
ROBERT MONICAL
Chief Executive Officer
Siouxland Surgery Center LLP

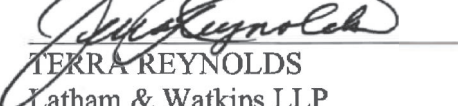
DATED: 9/11/2024

BY: 
BRETT BRODNAX
Executive Chairman
United Surgical Partners International, Inc.

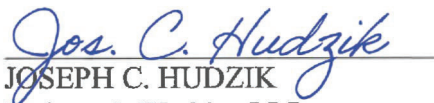
DATED: 9/11/2024

BY: 
BRETT BRODNAX
President
USP Siouxland, Inc.

DATED: 9/11/2024

BY: 
TERRA REYNOLDS
Latham & Watkins LLP
Counsel for Siouxland Surgery Center, LLP; United
Surgical Partners International, Inc.; and USP Siouxland,
Inc.

DATED: 9/11/2024

BY: 
JOSEPH C. HUDZIK
Latham & Watkins LLP
Counsel for Siouxland Surgery Center, LLP; United
Surgical Partners International, Inc.; and USP Siouxland,
Inc.