

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.* JANE DOE  
and THE STATE OF NEW YORK *ex rel.* JANE  
DOE,

Plaintiffs,

-v-

RIVERSPRING HEALTH HOLDING CORP.;  
ELDERSERVE HEALTH, INC., d/b/a RiverSpring at  
Home; RIVERSPRING HEALTH SENIOR LIVING,  
INC., d/b/a Hebrew Home at Riverdale; THE  
HEBREW HOME FOR THE AGED AT  
RIVERDALE; RIVERSPRING LICENSED HOME  
CARE SERVICES AGENCY, INC.; and  
RIVERSPRING SERVICES CORP.,

Defendants.

17 Civ. 636 (PKC)

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STATE OF NEW YORK,

Plaintiff-Intervenor,

-v-

RIVERSPRING LIVING HOLDING CORP. and  
ELDERSERVE HEALTH, INC., d/b/a RiverSpring at  
Home,

Defendants.

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**STIPULATION AND ORDER  
OF SETTLEMENT AND DISMISSAL**

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among the State of New York (the “State”) by the Office of the Attorney General, through the Medicaid Fraud Control Unit (“MFCU”); the relator Galina Sidanov (“Relator”), by her authorized representatives; and defendants RiverSpring Living Holding Corp. and ElderServe Health, Inc., d/b/a RiverSpring at Home (“Defendants” or “RiverSpring”), by their authorized representatives; and the State, Relator, and Defendants shall be collectively referred to as the “Parties”;

WHEREAS, RiverSpring Living Holding Corp. is a New York not-for-profit corporation organized to provide administrative support to The Hebrew Home for the Aged at Riverdale and affiliated tax-exempt organizations pursuing related charitable missions;

WHEREAS, ElderServe Health, Inc., d/b/a RiverSpring at Home, is a New York not-for-profit corporation that administers a Managed Long Term Care Plan (the “RiverSpring MLTCP”) for Medicaid beneficiaries under which it arranges for health and long-term care services on a capitated basis pursuant to a Managed Long Term Care Partial Capitation Model Contract, as has been amended and restated from time to time (the “MLTC Contract”) with the New York State Department of Health (“DOH”);

WHEREAS, to be eligible for enrollment into a managed long-term care plan, a Medicaid beneficiary must, among other things, be assessed as needing at least one of the community-based long-term care services listed in the MLTC Contract, including those set forth at Article IV, section B, subsection 6 of the MLTC Contract in effect at the time (“Qualifying Services”), for more than 120 days from the effective date of enrollment;

WHEREAS, pursuant to the MLTC Contract, Qualifying Services include, but are not limited to, nursing services in the home, therapies in the home, home health aide services, personal

care services in the home, and adult day health care;

WHEREAS, Defendants submitted or caused to be submitted to New York State's Medicaid Program claims for payment of a monthly capitation amount for members enrolled in the RiverSpring MLTCP ("Capitation Payment") from January 1, 2012 through December 31, 2017 (the "Relevant Period");

WHEREAS, at all relevant times, ElderServe Health, Inc., d/b/a RiverSpring at Home was enrolled as a health care provider in New York State's Medical Assistance Program ("Medicaid Program" or "Medicaid") under MMIS No. 03234044;

WHEREAS, the Medicaid Program reimburses enrolled health care providers for services rendered to beneficiaries of the program, including health care services reimbursed directly by DOH on a fee-for-service basis, and health care services reimbursed through Medicaid Managed Care Organizations ("MCOs");

WHEREAS, on or about January 27, 2017, Relator filed a complaint under the *qui tam* provisions of the False Claims Act ("FCA"), 31 U.S.C. § 3729 *et seq.*, and the New York State Finance Law ("NY FCA"), § 187 *et. seq.*, against defendants RiverSpring Health Holding Corp.; ElderServe Health, Inc., d/b/a RiverSpring at Home; RiverSpring Health Senior Living, Inc., d/b/a Hebrew Home at Riverdale; the Hebrew Home For the Aged at Riverdale; RiverSpring Licensed Home Care Services Agency, Inc.; and RiverSpring Services Corp., alleging, *inter alia*, that Defendants violated the FCA and the NY FCA by failing to disenroll patients from the RiverSpring MLTCP when they ceased to qualify for managed long-term care services, and failing to provide Qualifying Services to certain patients enrolled in the RiverSpring MLTCP, but continuing to collect Capitation Payments for those patients (the "Relator Complaint");

WHEREAS, the State found that during the Relevant Period, Defendants submitted or

caused to be submitted claims for Capitation Payments for months during which Defendants did not provide Qualifying Services to RiverSpring MLTCP members as required by the MLTC Contract or did not adequately maintain documentation of the provision of Qualifying Services to RiverSpring MLTCP members. The conduct described in this Paragraph is the “Covered Conduct” for purposes of this Stipulation;

WHEREAS, contemporaneously with the filing of this Stipulation, the United States is filing a Notice of Election to Partially Intervene and Complaint-In-Intervention and the State is filing a Notice of Partial Intervention for Purposes of Settlement in the above-referenced *qui tam* action, in which they are collectively asserting claims against Defendants under the FCA, NY FCA and the common law for the Covered Conduct; and

WHEREAS, Defendants intend to enter into a separate settlement agreement with the United States (the “United States Settlement”) to resolve claims asserted by the United States.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, IT IS HEREBY ORDERED THAT:

#### **TERMS AND CONDITIONS**

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court’s exercise of personal jurisdiction over each of them with respect to this action.
2. Defendants admit, acknowledge, and accept responsibility for the following conduct during the Relevant Period:
  - a. In order to receive Capitation Payments for Medicaid beneficiaries enrolled in the RiverSpring MLTCP, Defendants were required to ensure that RiverSpring MLTCP members (i) received Qualifying Services during their enrollment or (ii)

otherwise remained appropriately enrolled in the RiverSpring MLTCP consistent with the MLTC Contract and DOH disenrollment practices.

- b. In many instances, RiverSpring either did not provide RiverSpring MLTCP members with Qualifying Services or did not adequately maintain documentation of the provision of such Qualifying Services during some or all of their enrollment in the RiverSpring MLTCP. Nonetheless, RiverSpring received Capitation Payments to which it was not entitled for these RiverSpring MLTCP members for the months in question.
- c. In many of these instances, RiverSpring collected Capitation Payments for RiverSpring MLTCP members despite the fact that RiverSpring either did not provide, or did not maintain documentation reflecting the provision of, Qualifying Services to these members for three or more consecutive months during their enrollment in the RiverSpring MLTCP.
- d. In other instances, RiverSpring collected Capitation Payments for RiverSpring MLTCP members despite the fact that RiverSpring either did not provide, or did not maintain documentation reflecting the provision of, Qualifying Services to these members during the entirety of their enrollment in the RiverSpring MLTCP.

3. Pursuant to this Stipulation and the United States Settlement, Defendants agree to pay, and the United States and the State agree to accept, a total of Ten Million One Hundred Fifty-Nine Thousand One Hundred Thirty Dollars and Ninety-Five Cents (\$10,159,130.95) (the “Total Settlement Amount”).

4. Of the Total Settlement Amount, within fourteen (14) business days of the Effective Date of this Stipulation (as defined in Paragraph 33 below), Defendants shall pay to the State a

total of Six Million Ninety-Five Thousand Four Hundred Seventy-Eight Dollars and Fifty-Seven Cents (\$6,095,478.57) (“State Settlement Amount”) for damages to the Medicaid Program, plus any applicable interest at a rate of 3% per annum accruing from the Effective Date to the date of payment pursuant to Paragraph 32. Of the State Settlement Amount, Five Million One Hundred Fifty-Eight Thousand Nine Hundred Eighteen Dollars and Twenty-Four Cents (\$5,158,918.24) is restitution. Defendants are jointly and severally liable to the State for the State Settlement Amount.

5. Upon the State’s receipt of the State Settlement Amount, pursuant to its obligations under N.Y. State Fin. Law § 190(6)(a), the State shall pay Relator a share in the amount of 15% (\$914,321.78) (the “Relator’s Share”). The State’s obligation to pay the full Relator’s Share is conditioned upon the State’s receipt of full payment of the State Settlement Amount. The State Settlement Amount does not include Relator’s reasonable expenses, attorneys’ fees and costs pursuant to N.Y. State Fin. Law § 190(6), which shall be paid separately by Defendants to Relator.

6. Subject to the exceptions in Paragraph 11 (concerning reserved claims) and Paragraph 17 (concerning bankruptcy proceedings) below, and conditioned on Defendants’ full compliance with the terms of this Stipulation, including the State’s receipt of the State Settlement Amount, the State releases Defendants from any civil monetary causes of action that the State has asserted or could have asserted based on the Covered Conduct or the Relator Complaint under the NY FCA, N.Y. State Fin. Law §§ 187 et seq., Social Services Law § 145-b(2), Executive Law §§ 63-c(1) and 63(12), and the common law theories of fraud in the inducement, payment by mistake, money had and received, unjust enrichment, fraud, and breach of contract. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Defendants from liability of any kind.

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

8. Subject to the exceptions in Paragraph 11 (concerning reserved claims) and Paragraph 18 (concerning bankruptcy proceedings) below, and conditioned on Defendants' full compliance with the terms of this Stipulation, including full payment of the State Settlement Amount to the State pursuant to Paragraph 4 above, Relator, for herself and her successors, heirs, attorneys, agents, and assigns, as well as any other person or entity acting on her behalf or asserting her rights, fully and finally releases, waives, and forever releases Defendants, including their subsidiaries and divisions, corporate predecessors, successors, assigns, and affiliates, as well as all of their current and former officers, directors, employees, attorneys, and other agents from any claims or allegations that Relator has or may have on behalf of the State under the NY FCA for the Covered Conduct and from any liability and all manner of claims, demands, proceedings, liens, and causes of action of any kind or description, whether known or unknown, fixed or contingent, in law or in equity, in contract or tort, under any federal or state statute or regulation, or under common law, or that Relator otherwise would have standing to bring, that Relator has or may have against Defendants arising from or relating to claims that Relator asserted or could have asserted against Defendants based on the Covered Conduct or the Relator Complaint; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover her reasonable expenses and attorneys' fees and costs pursuant to N.Y. State Fin. Law § 190(6)(a). Relator and

her counsel represent and warrant that they have not assigned, subrogated or transferred any claims or interest in any claims falling within the scope of this Paragraph.

9. Conditioned upon Relator's receipt of the payment described in Paragraph 5, Relator, her heirs, successors, attorneys, agents, and assigns, hereby waive, discharge, and fully release the State, its agencies, officers, political subdivisions, employees, servants, and agents, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future on behalf of the State, its agencies, officers, political subdivisions, employees, servants, and agents, arising from the Covered Conduct, or the allegations in Relator's Complaint under State Fin. Law §§ 187 *et seq.*, and from any claim to an additional share of the proceeds of the State Settlement Amount.

10. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 9 above, Defendants, including their subsidiaries and divisions, corporate predecessors, successors, assigns and affiliates, as well as all of their current and former officers, directors, employees, attorneys, and other agents, release Relator and her successors, heirs, attorneys, agents, and assigns, as well as any other person or entity acting on her behalf or asserting her rights, from any and all manner of claims, demands, proceedings, liens, and causes of action of any kind or description, whether known or unknown, fixed or contingent, in law or in equity, in contract or tort, under any federal or state statute or regulation, or under common law, or that Defendants otherwise would have standing to bring or that Defendants have or may have against Relator, related to or arising from claims that Relator asserted or could have asserted against Defendants based on the allegations in the Relator Complaint. Defendants and their counsel represent and warrant that they have not assigned, subrogated or transferred any claims or interest in any claims falling with the scope of this Paragraph.



11. Notwithstanding the release given in Paragraph 6 of this Stipulation, or any other term of this Stipulation, the State specifically does not release any person or entity from any of the following liabilities:

- a. Any civil, criminal, or administrative liability arising under state revenue codes;
- b. Any criminal liability;
- c. Any liability of individuals;
- d. Any administrative liability, including mandatory or permissive exclusion from the State's Medicaid Program;
- e. Any civil or administrative liability that Defendants have or may have to the State or to individual consumers or state program payors under any statute, regulation or rule not expressly covered by the release in Paragraph 6 above, including, but not limited to, any and all claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;
- f. Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;
- g. Any liability for personal injury, patient abuse, or neglect arising from the Covered Conduct;
- h. Any liability that may be asserted by or on behalf of any payor or insurer paid by the State's Medicaid program on a capitated basis, other than liability of Defendants to the State for the Covered Conduct; and
- i. Any liability based upon obligations created by this Stipulation.

12. Defendants agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Stipulation or creating the impression

that this Stipulation is without factual basis. Nothing in this Paragraph affects Defendants' (a) testimonial obligations or (b) right to take contrary legal or factual positions in defense of litigation or other proceedings to which the Attorney General is not a party.

13. Upon the Effective Date of this Stipulation, the Parties agree that the Relator Complaint shall be dismissed with prejudice.

14. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relator agrees and confirms that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to N.Y. State Fin. Law § 190(5)(b)(ii).

15. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Stipulation from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

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

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

- a. Defendants have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and

shall remain solvent following payment to the State of the State Settlement Amount.

- b. In evaluating whether to execute this Stipulation, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.
- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.
- d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants was or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

18. If within ninety-one (91) days of the date of this Stipulation or any payment made under this Stipulation, Defendants commence any case, action, or other proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or a third party commences any case, action, or other proceeding under any law related to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants for all or part of Defendants' assets, Defendants agree as follows:

- a. Defendants shall provide MFCU immediate notice at the address contained in Paragraph 32 herein;

- b. Payment of the State Settlement Amount shall be accelerated, and the full amount deemed due and owing;
- c. Defendants' obligations under this Stipulation may not be avoided pursuant to 11 U.S.C. § 547, and they shall not argue or otherwise take the position in any such case, action, or proceeding that (i) their obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) they were insolvent at the time this Stipulation was entered into; or (iii) the mutual promises, covenants, and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to Defendants;
- d. If Defendants' obligations under this Stipulation are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State, at its option, may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 6 above. Defendants agree that any such claim, action, or proceeding brought by the State would not be subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the case, action, or proceeding described in the first sentence of this Paragraph, and Defendants shall not argue or otherwise contend that the State's claim, action, or proceeding is subject to an automatic stay;
- e. Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any claim, action, or proceeding that is brought by the State in connection with the Covered

Conduct within sixty (60) calendar days of written notification to Defendants that the releases have been rescinded pursuant to this Paragraph, except to extent such defenses were available on the date Relator Complaint was filed; and

- f. The State has a valid claim against Defendants in the amount of the State Settlement Amount and the State may pursue its claim in the case, action, or proceeding described in the first sentence of this Paragraph, as well as in any other case, action, or proceeding.

19. The State Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicaid contractor or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicaid contractor or any 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.

20. Defendants agree to the following:

- a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-6; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, including their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) The State's audit(s) and civil and any criminal investigation(s) of the matters covered by this Stipulation;

- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the State's audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Stipulation (including attorneys' fees);
  - (4) the negotiation and performance of this Stipulation; and
  - (5) any payment Defendants make relating to this Stipulation and any payment Defendants may make to Relator, including expenses, costs, and attorneys' fees; are unallowable costs for government contracting purposes and under the Medicaid Program (hereinafter referred to as "Unallowable Costs").
- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any Consolidated Fiscal Report ("CFR"), cost report, cost statement, information statement, or payment request submitted by Defendants or any of their affiliates to the Medicaid Program.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Within ninety (90) days of the Effective Date of this Stipulation, Defendants shall endeavor in good faith to identify to applicable Medicaid fiscal agents, any Unallowable Costs (as defined in Paragraph 20(a)) included in payments previously sought from any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements,

information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the State, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted cost reports, information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid to the State. The State reserves its rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants; or any of its subsidiaries' or affiliates' CFRs, cost reports, cost statements, or information reports, appeals, or other payment requests. If the State does disagree with any calculations submitted by Defendants, or any of their affiliates as outlined above, then the State and Defendants shall confer in good faith in an effort to come to a resolution regarding such calculations. In the event that a resolution cannot be reached, the State reserves its rights to take any action it deems appropriate.

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

21. Except as expressly provided in this Stipulation, this Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as otherwise provided herein.

22. Nothing in this Stipulation constitutes an agreement by the State concerning the characterization of any of the relevant statutes or regulations, and the Stipulation shall not be construed as an admission by the State as to any contested issue encompassed by the State's investigation.

23. This Stipulation relates solely to Medicaid compensation paid to, claimed, or received by Defendants pursuant to any statutes, rules, regulations, and official directives governing Medicaid payments with respect to the Covered Conduct, and not to any other relationship between Defendants and the State or Defendants and any other government-funded health care program.

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

25. Defendants waive any claim for any tax rebate or refund, or other governmental payment, from the State, until the State Settlement Amount is satisfied. In the State's sole discretion, the State may recoup or offset any such payment without further notice to Defendants for credit toward the State Settlement Amount.

26. Any failure by the State to insist upon the strict performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Stipulation. The undersigned represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and entities indicated below.



27. This Stipulation is governed by the laws of the State of New York. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

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

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

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

32. All payments due to the State hereunder shall be made by certified check, bank check, money order, or wire transfer payable to the "New York State Medicaid Fraud Control Restitution Fund." All non-electronic payments shall be delivered to the Medicaid Fraud Control Unit, Finance Department, 13th Floor, 28 Liberty Street, New York, New York 10005. Any other notices pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier and/or email followed by postage prepaid first-class mail, and addressed as follows:

TO THE STATE:

Chief, Civil Enforcement Division  
Medicaid Fraud Control Unit  
New York State Office of the Attorney General  
28 Liberty Street, 13<sup>th</sup> Floor  
New York, NY 10005  
Telephone: (212) 417-5300  
[MFCUNotices@ag.ny.gov](mailto:MFCUNotices@ag.ny.gov)

TO DEFENDANTS:

Stephen A. Warnke  
Drew M. Clary  
1211 Avenue of the Americas  
New York, New York 10036  
Tel.: (212) 596-9000  
[stephen.warnke@ropesgray.com](mailto:stephen.warnke@ropesgray.com)  
[drew.clary@ropesgray.com](mailto:drew.clary@ropesgray.com)

TO RELATOR:

Joseph M. Callow, Jr.  
Callow & Utter LLC  
8044 Montgomery Road, Suite 170  
Cincinnati, Ohio 45236  
Tel.: (513) 378-0141  
[jcallow@callowandutter.com](mailto:jcallow@callowandutter.com)

33. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the “Effective Date”).

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**WHEREFORE**, the Parties have read the foregoing Stipulation and accept and agree to the provisions contained herein and hereby have caused this Stipulation to be signed as of the day and date adjacent to their signatures.

**THE STATE OF NEW YORK**

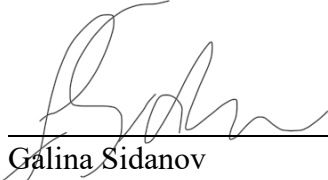
LETITIA JAMES  
*Attorney General of the State of New York*

By:  Dated: May 16, 2024

Alee N. Scott  
Special Assistant Attorney General  
Medicaid Fraud Control Unit  
28 Liberty Street  
New York, New York 10005  
Tel: (212) 417-5322  
E: [alee.scott@ag.ny.gov](mailto:alee.scott@ag.ny.gov)

**RELATOR GALINA SIDANOV**

Dated: May \_\_\_, 2024

By:   
\_\_\_\_\_  
Galina Sidanov  
*Relator*

Dated: May \_\_\_, 2024

**CALLOW & UTTER LLC**

By: \_\_\_\_\_  
Joseph M. Callow, Jr.  
8044 Montgomery Road, Suite 170  
Cincinnati, Ohio 45236  
Tel.: (513) 378-0141  
jcallow@callowandutter.com  
  
*Attorneys for Relator*

**RELATOR GALINA SIDANOV**

Dated: May \_\_\_, 2024

By: \_\_\_\_\_  
Galina Sidanov  
*Relator*

Dated: May 16<sup>th</sup>, 2024

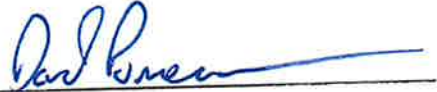
CALLOW & UTTER LLC

By: \_\_\_\_\_  
Joseph M. Callow, Jr.  
8044 Montgomery Road, Suite 170  
Cincinnati, Ohio 45236  
Tel.: (513) 378-0141  
jcallow@callowandutter.com

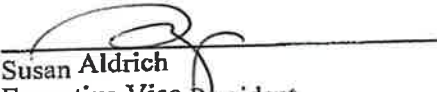
*Attorneys for Relator*

**DEFENDANTS**

Dated: May 16, 2024


By:   
David Pomeranz  
President and Chief Executive Officer  
RiverSpring Living Holding Corp.

Dated: May 16, 2024

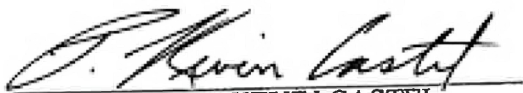
By:   
Susan Aldrich  
Executive Vice President  
ElderServe Health, Inc.,  
d/b/a RiverSpring at Home

Dated: May 16, 2024

ROPES & GRAY LLP  
*Attorneys for Defendants*

By:   
Stephen A. Warnke  
Drew M. Clary  
1211 Avenue of the Americas  
New York, New York 10036  
Tel.: (212) 596-9000  
stephen.warnke@ropesgray.com  
drew.clary@ropesgray.com

SO ORDERED:

  
HONORABLE P. KEVIN CASTEL  
UNITED STATES DISTRICT JUDGE

Dated: May 23, 2024