UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA, the STATES of CALIFORNIA, FLORIDA, GEORGIA, MICHIGAN, TENNESSEE, and WASHINGTON, *ex rel.* MICHAEL MULLEN,

Plaintiffs,

v.

CARDINAL HEALTH, INC., CARDINAL HEALTH SPECIALTY SOLUTIONS GROUP, CARDINAL HEALTH 108, LLC, CARDINAL HEALTH 118, LLC, TENNESSEE ONCOLOGY, PLLC, CALIFORNIA CANCER ASSOCIATES FOR RESEARCH AND EXCELLENCE, INC., BIRMINGHAM HEMATOLOGY AND ONCOLOGY ASSOCIATES, LLC, ONCOLOGY SPECIALTIES, PC, TENNESSEE CANCER SPECIALISTS, PLLC, SOUTH CAROLINA ONCOLOGY ASSOCIATES, PA, DAYTON PHYSICIANS, LLC, MICHIGAN HEALTHCARE PROFESSIONALS, PC, NORTHWEST MEDICAL SPECIALTIES, PLLC, and HEALTH FIRST MEDICAL, LLC,

Defendants.

Civil Action No. 19-cv-12488-IT

JURY TRIAL DEMANDED

AMENDED COMPLAINT FOR VIOLATIONS OF THE FEDERAL AND STATE FALSE CLAIMS ACTS

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I. INTRODUCTION

1. This is an action brought on behalf of the United States of America and certain States (the "States" or "*Qui Tam* States") pursuant to the *qui tam* provisions of the Federal False Claims Act, 31 U.S.C. §§ 3729 *et seq*. (the "FCA" or the "Federal FCA"), and the state false claims act statutes identified herein ("State *Qui Tam* statutes" or "State FCAs"), to recover damages, civil penalties, and other relief for false and/or fraudulent statements, records, and claims made and caused to be made to Government Health Care Programs such as Medicare and Medicaid, and for retained overpayments, by the Defendants and/or their agents, employees and subsidiaries.

A. The Fraudulent Schemes

2. Relator brings this action to challenge the illegal acceptance of kickbacks by Defendants Tennessee Oncology, PLLC; California Cancer Associates For Research And Excellence, Inc.; Birmingham Hematology And Oncology Associates, LLC; Oncology Specialties, PC; Tennessee Cancer Specialists, PLLC; South Carolina Oncology Associates, PA; Dayton Physicians, LLC; Michigan Healthcare Professionals, PC; Northwest Medical Specialties, PLLC; and Health First Medical, LLC (the "Physician Practice Defendants") from their pharmaceutical distributor Cardinal Health and its subsidiaries.

3. Defendant Cardinal Health, Inc. ("Cardinal" or "Cardinal Health"), is a drug wholesaler and medical supplier. Through its Specialty Pharmaceutical Distribution ("SPD") and VitalSource GPO (Group Purchasing Organization) and other wholly owned subsidiaries, it sells and distributes specialty pharmaceuticals, generating billions in annual revenue.

4. "Specialty pharmaceuticals" are expensive biological drugs that require special handling and are prescribed for serious diseases including cancer. The products at issue here are developed and manufactured by pharmaceutical manufacturing companies. Manufacturers

market specialty pharmaceuticals directly to providers, but the product is shipped/distributed through wholesalers/distributors such as Cardinal.

5. The kickback scheme at issue here involves the sale and distribution of specialty pharmaceuticals to the Physician Practice Defendants who are community oncology and urology physician practices, *i.e.,* physician practices outside of hospitals or nursing homes. The drugs administered by these practices are reimbursed by Government Health Care Programs such as Medicare and Medicaid.

6. Cardinal Health offered, and the Physician Practice Defendants accepted, kickbacks, often months or years in advance of any drug purchases, to induce the Physician Practice Defendants to enter exclusive distribution deals with Cardinal. By converting legal rebates (*i.e.,* refunds that are made ***after*** the purchase of the drugs) into illegal kickbacks, the Physician Practice Defendants obtained cash immediately, providing them a financial "float" and making Cardinal a more attractive vendor than its competitors.

7. Each contract signed by a Physician Practice Defendant committed it to purchase 90-95% of its branded and generic pharmaceutical products from Cardinal Health. The agreements also contained clawback provisions which provided a potentially devastating financial deterrent to contract termination. The combination of the cash float "carrot" with the claw back "stick" effectively converted contracts terminable on ninety days written notice into binding multi-year commitments. Further, because of how these payments were calculated, these arrangements effectively prevented providers from wholesale switching to cheaper (typically non-branded or generic) drugs.

8. The Physician Practice Defendants unlawfully accepted tens of millions of dollars in kickbacks in exchange for binding commitments to purchase billions of dollars of specialty

drugs exclusively from Cardinal Health instead of through rival suppliers. The Physician Practice Defendants have in turn submitted over a billion dollars in claims tainted by these kickbacks annually to Government Health Care Programs.

9. Despite the plain illegality of the scheme, the Physician Practice Defendants have never repaid Government Health Care Programs the funds they improperly retained. Indeed, in January 2022, pursuant to the filing of the initial complaint in this case, the United States, relevant states, and defendant Cardinal Health entered a settlement resolving the claims against Cardinal in full. As part of the settlement, "Cardinal Health acknowledge[d] the facts underlying the Covered Conduct and agree[d] not to make any public statement denying or contesting those facts." The settlement was also signed by the Health and Human Services Office of Inspector General ("HHS-OIG") and required that Cardinal Health enter into a Corporate Integrity Agreement ("CIA") with HHS-OIG.

10. Each Physician Practice Defendant was specifically listed as a covered "Physician Practice" in Exhibit A to the settlement agreement. This settlement agreement has been publicly available on the DOJ's website since January 2022 and was directly sent to each of the Defendants by counsel for Relator.

11. Nevertheless, each Practice Defendant has steadfastly refused to return these overpayments in violation of the Medicare and Medicaid Statute and the False Claims Act which require return of any such overpayments within 60 days. *See* 42 U.S.C. § 1320a-7k(d); 42 C.F.R. §§ 401.303; 305; *see also* 31 U.S.C. § 3729(a)(1)(G).

B. The Instant Action

12. Based on the Federal FCA provisions, and comparable provisions of the State FCAs, *qui tam* Plaintiff-Relator seeks, through this action, to recover damages and civil penalties arising from the Physician Practice Defendants' knowing fraud against the United States and the

States. Defendants have received millions of dollars in kickbacks and made over $1 billion in false or fraudulent claims to the Government since at least 2014.

13. The allegations set forth in this action have not been publicly disclosed within the meaning of the Federal FCA, as amended, 31 U.S.C. § 3730(e)(4), or analogous provisions of the State FCAs. In the alternative, if the Court finds that there was a public disclosure of such allegations before the filing of this action, Relator is an "original source" as that term is used in the Federal and State FCAs. *Id.*

14. Prior to the filing of this action, Relator made substantive disclosures to the Government of facts and evidence underlying the allegations in this action.

II. JURISDICTION AND VENUE

15. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1345, and 31 U.S.C. § 3732, which confers jurisdiction over actions brought pursuant to 31 U.S.C. §§ 3729 and 3730. This Court has original and supplemental jurisdiction over the State law claims pursuant to 31 U.S.C. § 3732(b) and 28 U.S.C. § 1367 because this action is brought under State laws for the recovery of funds paid by the *Qui Tam* States, and arises from the same transaction or occurrence as the claims brought on behalf of the United States under 31 U.S.C. § 3730.

16. This Court has personal jurisdiction over Defendants pursuant to 31 U.S.C. § 3732(a) because Defendant Cardinal Health can be found in, resides in, or transacts substantial business in this district, including business related to Defendants' misconduct. Section 3732(a) authorizes nationwide service of process. Where a federal statute authorizes nationwide service of process, personal jurisdiction is established upon service "as long as the defendants have adequate contacts with the United States as a whole." *United States ex rel. Graziosi v. Accretive Health, Inc.*, 2017 WL 1079190, at *3 (N.D. Ill. Mar. 22, 2017). All defendants are organized or incorporated in the United States and unquestionably have minimum contacts with it.

17. Venue is proper in this District pursuant to 31 U.S.C. § 3732(a), 28 U.S.C. § 1391, and 28 U.S.C. § 1395(a), because Defendant Cardinal Health transacts business in this District by supplying providers with prescription drugs. Each of the Physician Practice Defendants is properly joined to this suit because the allegations include participation in conspiracy with Defendant Cardinal Health and questions of law and fact common to all Physician Practice Defendants will arise in this action. *See* Fed. R. Civ. P 20(a).

III. PARTIES

18. Plaintiffs the United States of America and the *Qui Tam* States are the real parties in interest with respect to the federal and state False Claims Act *qui tam* claims herein. Plaintiff-Relator Michael Mullen is prosecuting this action on the real parties' behalf pursuant to 31 U.S.C. § 3730(b) and comparable provisions of the State FCAs.

A. Relator

19. Plaintiff-Relator Michael Mullen is a citizen of the United States. He was employed by Cardinal Health as Senior Vice President and General Manager of the Cardinal Health Specialty Solutions Group ("CHSS"), a subsidiary of Cardinal Health, and the CHSS Group Provider Solutions Business Unit from 2014 to 2018. In that role, he oversaw the operations of both SPD and VitalSource GPO and has first-hand knowledge of the fraudulent schemes alleged in this action.

B. The Cardinal Health Defendants

20. Defendant Cardinal Health, Inc. is a drug wholesaler and medical supplier incorporated in 1979 in Ohio. It is headquartered at 7000 Cardinal Place, Dublin, Ohio 43017. Cardinal Health is a Fortune 16 company.

21. Defendant Cardinal Health Specialty Solutions Group ("Cardinal Specialty Solutions") is a subsidiary of Defendant CHI. Cardinal Specialty Solutions is headquartered at

7000 Cardinal Place, Dublin, Ohio 43017. The majority of Cardinal Specialty Solutions' annual revenue derives from its Provider Solutions Business Unit that is engaged in selling and distributing specialty pharmaceuticals. The Provider Solutions Business Unit includes Defendants Specialty Pharmaceutical Distribution and VitalSource GPO.

22. Defendant Cardinal Health 108, LLC, d/b/a Specialty Pharmaceutical Distribution ("SPD"), is a subsidiary of Cardinal Specialty Solutions. SPD is organized in Delaware and headquartered at 7000 Cardinal Place, Dublin, Ohio 43017. SPD is responsible for the distribution of specialty pharmaceuticals.

23. Defendant Cardinal Health 118, LLC d/b/a VitalSource GPO ("VitalSource GPO"), is a subsidiary of Cardinal Health that is operated by Cardinal Specialty Solutions. VitalSource GPO is a limited liability company organized in Delaware and headquartered at 7000 Cardinal Place, Dublin, Ohio 43017. It is responsible for negotiating prices on behalf of provider members with drug suppliers and manufacturers in exchange for administrative service fees.

24. Defendants Cardinal Health, Inc., Cardinal Specialty Solutions, SPD, and VitalSource will be referred to collectively as "Cardinal Health" and/or the "Cardinal Health Defendants."

25. In January 2022, pursuant to the filing of the initial complaint in this action, the United States, relevant states, and Plaintiff-Relator entered into a settlement resolving the claims against the Cardinal Health Defendants in full.

C. The Physician Practice Defendants

26. Defendant Birmingham Hematology and Oncology Associates, LLC, d/b/a Alabama Oncology ("Alabama Oncology"), is a limited liability company organized in 1999 in Alabama. Its registered agent is located at 810 St. Vincent Dr., Birmingham, Alabama 35205.

Alabama Oncology is a community-based oncology practice with nine locations in the Birmingham, Alabama area. Alabama Oncology was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since at least 2014. Alabama Oncology accepted over $4 million in improper payments from Cardinal Health: $400,881 in flat payments ($175,000 Annual Upfront Discount in 2014; $75,000 in SPD Rebate in 2014; and $150,881 Upfront Discount in 2016) and an estimated nearly $4 million in percentage-based Annual Upfront Discounts between February 2015 and 2022. Alabama Oncology purchased approximately $160 million in specialty pharmaceuticals from SPD annually.

27. Defendant Oncology Specialties, PC, d/b/a Clearview Cancer Institute ("Clearview Cancer"), is a domestic professional corporation organized in 1985 in Alabama. Its registered agent is located at 3601 CCI Dr. NW, Huntsville, Alabama 35805. Clearview Cancer is a community-based oncology and hematology practice with nine locations throughout northern Alabama. Clearview Cancer was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since at least 2015. Clearview Cancer accepted at least $2,032,728 in illegal payments: a $1,500,000 Upfront Discount in 2015 and flat payments of $177,576 in 2016, 2017, and 2018. Clearview Cancer purchased approximately $200 million in specialty pharmaceuticals from SPD annually.

28. Defendant California Cancer Associates for Research and Excellence, Inc. ("cCARE"), was incorporated in 1993 in California and is headquartered at 1510 E. Herndon Ave., Suite 310, Fresno, California 93720. cCARE claims to be the largest full-service, private oncology and hematology practice in California, with locations in San Diego and Fresno. cCARE was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since at least 2015. cCare accepted approximately $1,522,365 in improper upfront

payments from Cardinal Health: $478,206 in flat fee payments in 2015 and 2016, and an estimated $994,159.61 in basis point Annual Upfront Discounts between 2015 and 2022. cCARE purchased approximately $120 million in specialty pharmaceuticals from SPD annually.

29. Defendant Health First Medical Group, LLC ("Health First") is a limited liability company organized in 2012 in Florida. It has an agent registered at 6450 U.S. Highway 1, Rockledge, Florida 32955. Health First Medical Group claims to be the "largest multi-specialty physician group on the Space Coast" of Florida; its physician members include oncology specialists. It was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since 2015. Health First accepted $175,000 in improper payments ($75,000 in 2015), ($50,000 in 2016) and ($50,000 in 2017).

30. Defendant Michigan Healthcare Professionals, PC ("MHP"), is a professional service corporation organized in 2011 in Michigan. It is registered at 30000 Northwestern Hwy., Farmington Hills, Michigan 48334. Michigan Healthcare claims to be "a physician led and administered organization" with over 400 Michigan physicians offering a wide range of specialties, including oncology care. MHP was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since at least 2014. MHP received at least $525,000 in improper payments: an SPD Rebate of $131,250.00 in 2014 and upfront discounts ($218,750 Initial Upfront Discount; $175,000 Second Upfront Discount) between 2014 and 2017. MHP purchased approximately $125 million in specialty pharmaceuticals from SPD annually.

31. Defendant Dayton Physicians, LLC, d/b/a Dayton Physicians Network ("Dayton Physicians"), is a limited liability company organized in 2005 in Ohio. Its registered agent is located at 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219. Dayton Physicians is a community-based oncology, hematology, and urology practice with seven oncology and

hematology locations in southwestern Ohio. Dayton Physicians was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since at least 2013. Dayton Physicians accepted an estimated $3,026,330 in improper payments from Cardinal Health: $1,883,840 in flat payments in 2013/2014 ($140,000), 2017 ($793,908), 2017 ($132,635), and 2020 ($817,297); and an estimated $370,728 in basis-point upfront payments between 2016 and 2019. Dayton Physicians purchased approximately $100 million in specialty pharmaceuticals from SPD annually.

32. Defendant South Carolina Oncology Associates, PA ("South Carolina Oncology") was organized in 1990. Its registered agent is located at 166 Stoneridge Dr., Columbia, South Carolina 29210. South Carolina Oncology is a comprehensive cancer treatment center in South Carolina. South Carolina Oncology was a member of VitalSource GPO and granted SPD exclusive distribution rights since at least 2014. South Carolina Oncology accepted an estimated $2,794,810 in improper upfront payments from Cardinal Health: $349,810 in flat payments in 2014 ($100,000), 2015 ($100,000), and 2016 ($149,810) and an estimated $2,445,000 in percentage-based Annual Upfront Discounts between 2017 and 2022. South Carolina Oncology purchased approximately $140 million in specialty pharmaceuticals from SPD annually.

33. Defendant Tennessee Cancer Specialists, PLLC ("Tennessee Cancer Specialists") is a professional limited liability company organized in 2004 in Tennessee. It is headquartered at 900 E Hill Ave., Suite 230, Knoxville, Tennessee 37915. Tennessee Cancer Specialists claims to be the third largest community-based oncology and hematology practice in Tennessee, with fourteen locations. Tennessee Cancer Specialists was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since at least 2015. Tennessee Cancer accepted $4,305,828 in improper payments from Cardinal Health: Flat Upfront Discounts of $564,411

($279,109 in 2015-2016) and ($170,302 and $115,000 in 2017) plus percentage-based Upfront Discounts of approximately $3,741,416 (between 2015 to 2022). Tennessee Cancer Specialists purchased approximately $170 million in specialty pharmaceuticals from SPD annually.

34. Defendant Tennessee Oncology, PLLC ("Tennessee Oncology") is a professional limited liability company organized in 1996 in Tennessee. It is headquartered at 2004 Hayes St., Nashville, Tennessee, 37203. Tennessee Oncology is a community-based oncology practice with over 35 locations throughout Tennessee. It was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since late 2014. Tennessee Oncology obtained an estimated $9,839,290 in improper upfront payments: $620,815 in flat payments in 2016 and approximately $9,218,475 in percentage-based payments between 2015 and 2019. Tennessee Oncology purchased approximately $500 million in specialty pharmaceuticals from SPD annually.

35. Defendant Northwest Medical Specialties, PLLC ("Northwest Medical"), is a professional limited liability company organized in 1997 in Washington. It is headquartered at 1624 South I Street, Suite 305, Tacoma, Washington 98405. Northwest Medical is a community-based practice specializing in oncology, hematology, and infectious disease, with five locations throughout Washington state. Northwest Medical was a member of Defendant VitalSource GPO and granted SPD exclusive distribution rights since at least, 2015. Northwest Medical received a total of $2,500,000 in improper payments from Cardinal Health, $300,000 from 2015-2017; $1,200,000 in 2017-2018 and $1,000,000 during the period 2018 to February 2022. Northwest Medical purchased approximately $100 million in specialty pharmaceuticals from SPD annually.

IV. APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS

A. Government Health Insurance Programs

36. The Health Insurance for the Aged and Disabled Program, known as Medicare, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395, *et seq*. ("Medicare"), is a health insurance program administered by the United States Government and funded by taxpayer revenue. The United States Department of Health and Human Services ("HHS"), through its Centers for Medicare and Medicaid Services ("CMS"), oversees Medicare.

37. Medicare was designed to be a health insurance program and to provide for payment of, among other things, medical services and equipment to persons over 65 years of age and certain others who qualify under Medicare's terms and conditions. The Medicare program has four parts: Part A, Part B, Part C, and Part D. Medicare Part A, the Basic Plan of Hospital Insurance, covers the cost of inpatient hospital services and post-hospital nursing facility care. *See* 42 U.S.C. §§ 1395c-1395i-4. Medicare Part B, the Voluntary Supplemental Insurance Plan, covers the cost of services performed by physicians and certain other health care providers, such as services provided to Medicare patients by physicians, laboratories, and diagnostic testing facilities. *See* 42 U.S.C. §§ 1395k, 1395l, 1395x(s). Medicare Part C covers certain managed care plans, and Medicare Part D provides subsidized prescription drug coverage for Medicare beneficiaries.

38. The Medicaid program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v ("Medicaid"), is a health insurance program administered by the United States Government and the States and is funded jointly by state and federal taxpayer revenue. CMS and HHS oversee Medicaid jointly with agencies in each State. Each named Plaintiff State participates in Medicaid.

39. Medicaid is designed to assist participating States in providing medical services, medical equipment, and prescription drugs to needy individuals. The States and the United States share reimbursement costs. States directly pay providers, and then obtain the federal contribution from accounts drawn on the United States Treasury. 42 C.F.R. §§ 430.0, *et seq*. Federal funding for the Medicaid Program includes support for Medicare Savings Programs which help qualifying Medicare beneficiaries pay Part A and B premiums, co-payments, co-insurance, and deductibles. The Medicare Savings Programs consist of the Qualified Medicare Beneficiary Program, 42 U.S.C. § 1396d(p)(1), the Specified Low-Income Medicare Beneficiary Program, 42 U.S.C. § 1396a(a)(10)(E)(iii), the Qualifying Individual Program, 42 U.S.C. § 1396a(a)(10)(E)(iv), and the Qualified Disabled and Working Individuals Program, 42 U.S.C. § 1396d(s). Medicaid may serve as the primary insurer, or in some instances as the secondary insurer (e.g., with Medicare or private insurance providing primary coverage). Medicaid sets forth minimum requirements for state Medicaid programs to qualify for federal funding; each participating state adopts its own state plan and regulations governing the administration of the state's Medicaid program.

40. Together, the programs described above, and any other government-funded healthcare programs, are referred to as "Government Health Care Programs."

41. Physicians and hospitals enter into Provider Agreements with CMS to establish their eligibility to seek Medicare reimbursements. As part of those agreements, the provider must sign the following certification:

> I agree to abide by the Medicare laws, regulations and program instructions that apply to [me] . . . The Medicare laws, regulations, and program instructions are available through the fee-for-service contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (***including, but***

> ***not limited to, the Federal anti-kickback statute*** and the Stark law), and on the supplier's compliance with all applicable conditions of participation in Medicare.

Form CMS-855I, at 25 (emphasis added) (for physicians and non-physician practitioners); *see* CMS-855A, at 48 (similar for institutional providers); State Medicaid programs require similar certifications.

42. Claims submitted by providers to Government Health Care Programs contain similar representations and certifications. *See, e.g.*, Forms CMS-1500 (paper provider claim form used for Medicare and Medicaid). When submitting a claim for payment, a provider does so subject to and under the terms of his certification to the United States that the services were delivered in accordance with federal law, including, compliance with the federal and state anti-kickback statutes. Government Health Care Programs require compliance with these certifications as a material condition of payment, and claims that violate these certifications are false or fraudulent claims under the False Claims Act. CMS, its fiscal agents, and relevant State health agencies will not pay claims for services provided in violation of relevant state or federal laws including the federal and state anti-kickback statutes.

43. When submitting a claim for services under Government Health Care Programs, including for the administration of injectable drugs used in the community oncology setting, the provider designates a numeric code assigned to that service or procedures by CMS. These codes are known as the Healthcare Common Procedure Coding System (HCPCS) codes. HCPCS codes are used by health care providers to represent what services have been provided and for which they are seeking reimbursement.

B. The Federal and State False Claims Acts

44. The Federal FCA creates liability for "any person who," among other things:

a. "knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval." 31 U.S.C. § 3729(a)(1)(A).

b. "knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim." 31 U.S.C. § 3729(a)(1)(B).

c. "conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G)." 31 U.S.C. § 3729(a)(1)(C).

d. "knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government." 31 U.S.C. § 3729(a)(1)(G).

45. The FCA further provides that any person who violates the FCA "is liable to the United States for a civil penalty of not less than $5,000 and not more than $10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 . . . , plus 3 times the amount of damages which the Government sustains because of the act of that person." 31 U.S.C. § 3729(a)(1). For violations occurring between September 28, 1999 and November 1, 2015, the civil penalty amounts range from a minimum of $5,500 to a maximum of $11,000. See 28 C.F.R. § 85.3; 64 Fed. Reg. 47099, *47103 (1999). For violations occurring on or after November 2, 2015, the civil penalty amounts range from a minimum of $12,537 to a maximum of $25,076 as of the date of this Amended Complaint. 28 C.F.R. § 85.5.

46. The FCA provides that "the terms 'knowing' and 'knowingly' – (A) mean that a person, with respect to information – (i) has actual knowledge of the information; (ii) acts in deliberate ignorance of the truth or falsity of the information; or (iii) acts in reckless disregard of

the truth or falsity of the information; and (B) require no proof of specific intent to defraud." 31 U.S.C. § 3729(b)(1).

47. The FCA provides that "the term 'claim' – (A) means any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that— (i) is presented to an officer, employee, or agent of the United States; or (ii) is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the Government's behalf or to advance a Government program or interest, and if the United States Government— (I) provides or has provided any portion of the money or property requested or demanded; or (II) will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded." 31 U.S.C. § 3729(b)(2).

48. The FCA provides that "the term 'obligation' means an established duty, whether or not fixed, arising from an express or implied contractual, grantor-grantee, or licensor-licensee relationship, from a fee-based or similar relationship, from statute or regulation, or from the retention of any overpayment." 31 U.S.C. § 3729(b)(3).

49. Moreover, in the health care context, such as Medicare and Medicaid, the term "obligation" in the False Claims Act includes any funds a provider is not entitled to that are retained 60 days after the payment was identified or the date of any applicable cost reporting.[1] *See* 42 C.F.R. §§ 401.305(c); 303 (defining "overpayment"); 42 U.S.C. § 1320a-7k(d). An overpayment is "identified" when the provider "has, or should have through the exercise of reasonable diligence, determined that the person has received an overpayment." 42 C.F.R. § 401.305(a)(2).

[1] Cost reports are not applicable to any of the providers or claims in this case.

50. The FCA provides that "the term 'material' means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property." 31 U.S.C. § 3729(b)(4).

51. Additionally, many states have passed False Claims Act laws, which in most instances closely track the Federal FCA. The State FCAs apply, *inter alia*, to the state portion of Medicaid losses caused by false or fraudulent Medicaid claims to the jointly federal-state funded Medicaid program and failure to report and return any overpayments therefrom. The Physician Practice Defendants' acts alleged herein also constitute violations of the California False Claims Act, Cal. Govt. Code § 12650, *et seq*.; the Florida False Claims Act, Fla. Stat. § 68.081, *et seq*.; the Georgia Medicaid False Claims Act, Ga. Code. Ann. § 49-4-168, *et seq*.; the Michigan Medicaid False Claims Act, Stat. Mich. Comp. Laws Serv. § 400.601, *et seq*.; the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-181, *et seq*.; and the Washington State Medicaid Fraud False Claims Act, Wash. Rev. Code § 74.66.005, *et seq*. Each of the statutes listed above contains *qui tam* provisions governing, *inter alia*, a relator's right to claim a share of the State's recovery.

C. The Anti-Kickback Laws of the United States and States

52. The Medicare and Medicaid Fraud and Abuse Statute (the "Anti-Kickback Statute" or "AKS"), 42 U.S.C. § 1320a-7b(b), was enacted under the Social Security Act in 1972 and has been amended many times since. The Anti-Kickback Statute arose out of Congressional concern that payoffs to those who can influence health care decisions corrupts medical decision-making and can result in goods and services being provided that are medically inappropriate, unduly costly, medically unnecessary, of poor quality, or even harmful to a vulnerable patient population. To protect the integrity of Government Health Care Programs from these difficult to detect harms, Congress enacted a prohibition against the payment of kickbacks in any form,

regardless of whether the particular kickback actually gives rise to overutilization or poor quality of care.

53. The Anti-Kickback Statute prohibits any person or entity from paying or accepting "any remuneration" to induce or reward any person for referring, recommending, or arranging for the purchase of any item for which payment may be made under a federally-funded health care program. 42 U.S.C. § 1320a-7b(b). The statute's prohibition applies to both sides of an impermissible kickback relationship (i.e., the giver and the recipient of the kickback). The statute provides, in pertinent part:

> (b) Illegal remunerations**
>
> (2) Whoever knowingly and willfully offers or pays any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind to any person to induce such person –
>
> a. To refer an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under Federal health care program, or
>
> b. To purchase, lease, order or arrange for or recommend purchasing, leasing or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program,
>
> Shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.

42 U.S.C. § 1320a-7b(b).

54. Underscoring the breadth of the statutory definition of remuneration, the Department of Health and Human Services, Office of Inspector General (HHS-OIG) Anti-Kickback Provisions, broadly define the term "remuneration" as "anything of value in any form whatsoever." 56 Fed. Reg. 35952, 35958 (1991).

55. Compliance with the federal and state anti-kickback laws is a precondition to participation and to payment as a health care provider under Medicare and Medicaid. *See*

generally United States ex rel. Hutcheson v. Blackstone Medical, Inc., 647 F.3d 377 (1st Cir. 2011) (Medicare); *State of New York v. Amgen Inc.*, 652 F.3d 103 (1st Cir. 2011) (Medicaid).

56. "A claim that includes items or services resulting from a violation of [the AKS] constitutes a false or fraudulent claim for purposes of [the FCA]." 42 U.S.C. § 1320a-7b(g). Nor must a person have knowledge of the AKS or specific intent to violate it. *Id.* at (h). Thus, under the federal False Claims Act and those state false claims acts modeled on it, "[a]n AKS violation that results in a federal health care payment is a per se false claim." *Guilfoile v. Shields*, 913 F.3d 178 (1st Cir. 2019); *United States ex rel. Bawduniak v. Biogen Idec Inc.*, No. 1:12-CV-10601-IT, 2022 WL 2438971, at *1 (D. Mass. July 5, 2022) ("a violation of the AKS is per se a violation of the False Claims Act" and the state false claims based on it).

57. Violation of the Anti-Kickback Statute subjects the violator to exclusion from participation in federal health care programs, civil monetary penalties, and imprisonment of up to five years per violation. 42 U.S.C. §§ 1320a-7(b)(7), 1320a-7a(a)(7).

58. Many of the named Plaintiff States also have anti-kickback laws similar to the AKS, which apply to medical providers and entities participating in their Medicaid programs, including, without limitation, the States of California, Cal. Welf. & Inst. Code § 14107.2; Florida, Fla. Stat. § 409.920(2)(a)(5); and Michigan, Mich. Comp. Laws § 400.604. Pursuant to provider agreements and claim forms, providers who participate in a federal health care program including Medicare Part B generally must certify that they have complied with all applicable federal and State rules and regulations, including applicable anti-kickback statutes. *See* discussion *supra* at ¶41-43.

59. The Anti-Kickback Statute contains safe harbors that exempt certain transactions from its prohibitions. *See* 42 U.S.C. § 1320a-7(b)(3). Once the Government has demonstrated

each element of a violation of the Anti-Kickback Statute, the burden shifts to the defendant to establish that defendant's conduct at issue was protected by such a safe harbor or exception. The Government need not prove as part of its affirmative case that defendant's conduct at issue does not fit within a safe harbor.

60. As explained below, none of the safe harbors that would potentially apply to the kickbacks in this case exempt the relevant transactions.

V. FACTS AND ALLEGATIONS

A. Summary of Defendants' Unlawful Conduct

61. The Physician Practice Defendants accepted illegal kickbacks in the form of upfront payments, well in advance of drug purchases, that were intended to and did induce them to enter exclusive distribution deals with Cardinal Health.

62. Through these schemes, which are detailed further below, the Physician Practice Defendants have accepted millions of dollars in illegal kickbacks and billed over $1 billion in kickback-tainted claims to Government Health Care Programs.

63. Despite knowing that they have improperly obtained government funds, the Physician Practice Defendants have retained these overpayments in contravention of the False Claims Act.

B. The Specialty Pharmaceutical Community Oncology Drug Market

64. "Specialty pharmaceuticals" are expensive biological drugs requiring special handling and prescribed for serious diseases including cancer. The products at issue here are developed and manufactured by pharmaceutical manufacturing companies. Manufacturers market specialty pharmaceuticals directly to providers.

65. Specialty pharmaceuticals are provided in several settings. At issue here is the community practice setting, *i.e.*, oncologist, hematologist, and urologist physician practices not

part of hospitals. As explained below, these providers purchase drugs from distributors and bill insurers such as Government Health Care Programs for the administration of the drugs. The market is heavily weighted towards government payers, with Medicare Part B representing approximately half of the relevant market.

66. When a community provider purchases drugs, it does so through a distributor such as Cardinal Health. The distributor makes wholesale purchases of drugs from the manufacturer and pays a negotiated price based on the Wholesale Acquisition Cost (WAC). WAC is a wholesale or benchmark price for the drug. For example, SPD would commonly pay WAC minus 1-2% for drugs.

67. The distributor then sells the drugs to a provider for substantially less than WAC at a price negotiated by the provider's Group Purchasing Organization (GPO). GPOs are buying consortiums or associations of healthcare providers designed to aggregate the purchasing power of members to drive down drug acquisition costs. GPOs negotiate pricing with manufacturers, but do not purchase any drug product themselves. Once a contract is in place, the member providers can make purchases at the contracted prices. GPOs are paid an Administrative Service Fees (ASF) by the manufacturer that must be 3% or less of purchases to stay within the AKS safe harbor for GPO fees. Department of Health and Human Services Office of Inspector General ("OIG") Report: "Review of Revenue from Vendors at Three Group Purchasing Organizations and Their Members," (A-05-03-00074) (Jan. 19, 2005).

68. Unique to the specialty pharmaceutical market, GPOs are not independent or controlled by their members, but instead captive entities wholly owned and controlled by the distributor, and membership in a particular GPO locks a provider into exclusive use of the affiliated specialty distributor. For example, VitalSource set pricing solely for drugs distributed

by SPD. Likewise, a provider contracting with VitalSource was locked into purchasing from SPD.

69. The Physician Practice Defendants were well-aware of the symbiotic relationship between VitalSource and SPD. When VitalSource would report to its members the Administrative Service Fees it received from manufacturers, providers would regularly call SPD executives and insist that SPD offer additional off-invoice discounts. These demands were frequently met. Cardinal Health pushed this symbiosis further than its competitors, AmerisourceBergen and McKesson. Both competitors maintained separate GPO and distribution sales forces for compliance reasons. Cardinal sales representatives, however, "wore both hats" at the same time when interacting with Physician Practice Defendants, eroding any practical separation between the entities, and enabling the sales force to offer price discounts beyond those negotiated with manufacturers.

70. When a provider such as a Physician Practice administers a drug to a patient who is covered by a Government Health Care Program, it submits a claim to the program that includes the HCPCS code accurately representing the drug. Codes with a J prefix (known as J codes) represent the administration of a drug covered under Government Health Care Programs. For example, J9310 represents the administration of 100 mg of Rituximab, a common chemotherapy drug that, collectively, the Practice Defendants billed Medicare Part B over $110,000,000 for between 2014 and 2018. Under Medicare Part B, CMS reimburses the provider 106% of the ASP. This reflects a judgment on the part of the government that the appropriate "profit" to the provider is 6% of the cost of the drugs.[2]

[2] Other Government Health Care Programs operate similarly, but utilize different methodologies for setting the price of the drug.

71. However, insofar as a provider can lower its actual acquisition cost without unduly reducing the drug's ASP, it increases the profit that it realizes on each administration.

72. Because the actual acquisition cost of the drug is opaque to the government and the services provided by the distributer are identical and fungible, there is a strong temptation to induce business from providers using kickbacks, including in the form of unreported discounts, that increase the spread between the actual acquisition cost the provider pays and the ASP upon which government reimbursement is based.

C. The Kickback Scheme

73. Before 2012, Cardinal Health had no real presence in the community oncology specialty distribution market. At that time, the market was dominated by Cardinal Health competitors AmerisourceBergen and McKesson. Cardinal Health realized the enormous profits to be generated in this segment and moved aggressively to carve out a role for itself.

74. SPD faced a dilemma in trying to build a specialty pharmaceutical distribution business. Because its competitors sold the same products made by the same manufacturers and transported by the same means, providers correctly recognized that the services offered were essentially indistinguishable. Distributors generally compete on price, seeking to provide these drugs for the lowest costs. However, as a new market participant, SPD lacked the distribution volume, and VitalSource GPO lacked the provider membership that would enable it to offer the same prices as its established competitors.

75. SPD recognized that the community specialty pharmaceutical market is unique in that providers purchase expensive specialty prescription drugs up front, administer the drugs, bill patients, and then wait at least 30 days to collect the reimbursement from an insurer. These upfront outlays run into the tens of millions of dollars each month for large oncology practices.

76. This structure means that the timing of payments plays an outsized importance in community oncology provider finances. SPD recognized this and made it an integral part of its highly successful strategy to capture market share. It did so by flipping the ordinary (and legal) rebate model (in which money follows the purchase of drugs) into an illegal scheme in which Cardinal Health paid remuneration to practices months and years ***before*** purchases were made. As detailed below, these upfront payments were described by various labels and had modest differences in calculation and clawback, but as explained below, they all violate the AKS.

77. By structuring its inducements as illegal upfront payments, SPD accomplished several goals.

78. First, the illegal upfront payments were highly desirable to providers and Cardinal Health was able to leverage these payments into a massive capture of market share. Between 2012 and 2018, Cardinal Health used these agreements to increase its community oncology distribution volume from less than $400 million to almost $4 billion. Each contract signed by a provider committed it to purchasing 90-95% of its branded and generic pharmaceutical products from SPD.

79. Second, the clawback provisions made these agreements financially devastating for providers to terminate and had the effect of turning distribution contracts that permitted termination on ninety days written notice into effectively binding three-year commitments. While the clawback provisions were rarely if ever actually enforced, they were used as a threat to deter defection by providers.

80. Finally, these payments perverted the fundamental incentive structure imposed by Government Health Care Providers by inducing providers to purchase and seek reimbursement

for the most expensive drugs possible, even where lower cost generic drugs were equally beneficial and far more economical.

81. The government's 106% of ASP reimbursement model means that a provider earns modestly more when administering a more expensive drug, particularly where the provider can acquire the drug for less than the ASP. However, a physician must first purchase and pay for the drugs, administer them, and then await payment. This cash-flow issue provides a practical limit on the amount that a provider can outlay for drugs to enjoy a modestly higher profit. However, by accepting millions of dollars in upfront payments, the Practice Defendants removed that limit from themselves, aligning their interests in prescribing more expensive drugs.

82. This was of great value to Cardinal because not only are the GPO Administrative Service Fees and SPD distributor fees based on the cost of the drugs its providers purchase, but pharmaceutical manufacturers do not pay GPO Administrative Service Fees for generic drugs. Thus, Cardinal had a powerful incentive to move providers to more expensive drugs whenever possible and upfront payments facilitated this interest. This behavior has and had an orders-of-magnitude impact on Cardinal's revenue and profit as well as harm to Medicare and patients where they pay for a branded drug; for example, Medicare paid and still pays $2,300 for XGEVA when the $37 generic Pamidronate was and is available.

1. Upfront Payments Such as these Violate the AKS and Are Not Protected by Any Safe Harbor

83. The upfront payments that the Physician Practice Defendants accepted constitute remuneration under the AKS, which include cash payments and discounts. *See* 42 U.S.C. § 1320a-7b(b). HHS-OIG has made clear that "examples of remuneration in connection with a sale include, but are not limited to, 'prebates' and 'upfront payments,' other free or reduced-price goods or services, and payments to cover the costs of 'converting' from a competitor's product."

HHS-OIG, Compliance Program Guidance for Pharmaceutical Manufacturers, 68 Fed. Reg., 23731, 23736 (May 05, 2003) ("HHS-OIG Compliance Program Guidance").

84. Cardinal Health's upfront payments were intended to induce providers to change their purchasing behavior and purchase drugs from Cardinal rather than its competitors. These programs were touted by Cardinal Health sales representatives to the Physician Practice Defendants as a reason to switch their business. The Physician Practice Defendants likewise knew or should have known these upfront payments were intended to induce changes in their purchasing behavior. Moreover, the Physician Practice Defendants knew these drugs were reimbursable under Medicare as the program covers over half the specialty drug prescriptions in this market. *See* 42 U.S.C. § 1320a-7b(b).

85. No AKS safe harbor permits the upfront payments of this sort. In particular, the "Discount Safe Harbor" only protects discounts that are "made at the time of the sale," or rebates whose terms are "fixed and disclosed in writing to the buyer at the time of the initial sale" 42 C.F.R. § 1001.952(h)(1)(iii)(A).

86. HHS-OIG has repeatedly emphasized that upfront payments, prebates, or signing bonuses, whether or not labeled a "discount" or a "rebate," do not meet the requirements of the discount safe harbor. For example, in 2003, HHS-OIG explained that the discount "exception covers only reductions in the product's price" and only if the discount is "given at the time of sale or, in certain cases, set at the time of sale, even if finally determined subsequent to the time of sale (i.e., a rebate)." HHS-OIG, Compliance Program Guidance, 68 Fed. Reg., at 23735. That document further categorizes "'prebates' and 'upfront payments,'" not as "discounts" but as "other remuneration to purchasers" in connection with a sale that "potentially implicates the anti-kickback statute and should be carefully reviewed." *Id.* at 23736.

87. In July 2000, HHS-OIG further explained the inapplicability of the safe harbor to upfront payments in response to a medical product seller's inquiry into whether "arrangements involving advance contractual payments, variously described as (i) 'up-front rebates,' (ii) 'signing bonuses,' and (iii) 'prebates,' implicate the Medicare and Medicaid anti-kickback statute." HHS-OIG, "Up front Rebates," "Prebates," and "Signing Bonus" Payments," Opinion Letter (Jul. 17, 2000) https://oig.hhs.gov/fraud/docs/safeharborregulations/prebate.htm. The payments discussed in the Opinion Letter are indistinguishable from those accepted by the Practice Defendants. There, the seller agreed "to pay substantial up-front payments to the Purchasers upon execution of the contract and may provide for additional advance payments to be made at various times during the terms of the contracts. The contracts would not provide for any refund to the Seller upon failure of the Purchasers to satisfy any minimum purchase requirements and may establish an exclusive purchasing relationship between the parties." *Id.*

88. HHS-OIG explained that these payments did not fall within the discount safe harbor because "they are made ***prior*** to any purchase and are ***not attributable to identifiable purchases of items or services***. Simply put, ***discounts are price reductions at the time of sale of goods, and rebates are discounts subsequent to the sale***." *Id.* (emphasis added).

89. HHS-OIG further explained that such upfront payments "pose ***a significant risk of fraud and abuse***" for two reasons. First, they are "difficult to trace to ensure proper disclosure" as required by the safe harbor. Second, they "have the practical effects of ***'locking in' the purchasers for an extended period of time,*** increasing the potential for overutilization and interfering with a purchaser's normal cost/quality considerations in ordering specific goods or services." *Id.* (emphasis added).

90. The payments at issue here plainly fall outside of the safe harbor and represent a significant risk of fraud and abuse as they were set months, if not years, in advance of any sales. Likewise, they are not attributable to identifiable purchases of drugs.

91. These agreements had the practical effect, as HHS-OIG feared, of locking the Physician Practice Defendants into multi-year exclusive purchasing relationships with Cardinal Health.

2. The Physician Practice Defendants Knew These Payments Were Illegal

92. Beyond the plain and unambiguous AKS regulations themselves, in 2008, Cardinal settled *United States ex rel. Saleaumua v. Cardinal Health, Inc.*, a False Claims Act case involving nearly identical behavior to that described here. The United States alleged that Cardinal Health bribed the owners of a chain of community pharmacies with a $440,000 signing bonus to expand market share over its competitor, McKesson, and thereby "weaken[ed] Medicare and Medicaid by steering taxpayer dollars into provider pockets, rather than into sound patient care." Press Release, DOJ, Ohio-Based Cardinal Health Inc. to Pay U.S. $8 Million to Resolve False Claims Act Allegations (Apr. 21, 2011). In publicly settling the matter, Cardinal Health plainly made clear that such payments are illegal kickbacks under the AKS and FCA.

93. Cardinal's competitors AmerisourceBergen and McKesson did not offer the same upfront payments and quickly began to lose market share to Cardinal. Among other responses, Amerisource initially fought back against Cardinal's strategy by telling providers that Cardinal's kickback schemes were illegal. These statements should have further put the Practice Defendants on notice of the illegality of this scheme.

94. However, despite these warnings, several large Amerisource practice customers defected to Cardinal, including, notably Defendants Tennessee Oncology, cCARE, and

Tennessee Cancer Specialists. As a result, Amerisource began to offer competing upfront payments. Since Amerisource's about-face, Tennessee Oncology, South Carolina Oncology, and cCARE have ceased to do business with Cardinal and now contract with Amerisource.

3. The Physician Practice Defendants' Improper Kickbacks

a. Alabama Oncology Kickbacks

95. On April 1, 2014, Cardinal Health and Birmingham Hematology and Oncology Associates, LLC, d/b/a Alabama Oncology signed a Letter of Commitment (LOC) requiring the practice to purchase 95% of its branded and generic drugs from Cardinal Health.

96. The April 2014 LOC contains an "Annual Upfront Discount" provision. It states that "Within the first (30) days following the start of each contract year during the term of this LOC, [Cardinal Health] shall pay to [Alabama Oncology] a $ 175,000 discount ***on future purchases*** to be made by the [Alabama Oncology] during such contract year." (emphasis added).

97. The Annual Upfront Discount contains a clawback provision based on amortizing the Annual Upfront Discount over any remaining months of the given year:

> If this LOC is terminated for any reason prior to March 31 of the contract year in which an Annual Upfront Discount was paid pursuant to this Section, [Alabama Oncology] shall repay to Specialty Distribution the unearned portion of the Annual Upfront Discount for the then current contract year. The unearned portion shall be determined by multiplying the discount amount ($175,000) by a fraction, the numerator of which shall be the number of months remaining in the contract year at the date of termination and the denominator of which shall be twelve ("Repayment Amount").

98. The April 2014 LOC also contains a one-time upfront payment called the SPD rebate. The SPD rebate states that Cardinal Health "shall pay to [Alabama Oncology] a $75,000 discount on ***future purchases"*** made by Alabama Oncology during the LOC term. (emphasis added).

99. The SPD Rebate is subject to a clawback based on amortizing the SPD Rebate over the remaining months of the LOC:

> If this LOC is terminated for any reason prior to the end of term of this LOC, Committed Member shall repay to Specialty Distribution the unearned portion of the SPD Rebate. The unearned portion shall be determined by multiplying the discount amount ($75,000) by a fraction, the numerator of which shall be the number of months remaining in the term at the date of termination and the denominator of which shall be thirty-six

100. In February 2015, Alabama Oncology executed an amendment to its LOC. This amendment converted the flat-fee Annual Upfront Discount to a percentage of future sales. That provision states that Cardinal Health "shall pay to [Alabama Oncology] a 35 basis point upfront discount on [Alabama Oncology's] ***estimated future purchases*** of IV injectable pharmaceutical products and orally administered oncology products." (emphasis added).

101. These Annual Upfront Discounts were subject to a trueup/clawback provision that also accounted for some of the prior payments:

> If (i) this LOC is terminated for any reason prior to the end of the calendar year in which an Annual Upfront Discount was paid pursuant to this Section, or (ii) [Alabama Oncology's] actual net purchases of all eligible pharmaceutical products from Specialty Distribution multiplied by 35 basis points (the result of which is the "Actual Earned Discount") results in an Actual Earned Discount which is less than the Annual Upfront Discount payment for that calendar year, then [Alabama Oncology] shall repay to Specialty Distribution the difference between (a) the actual Annual Upfront Discount amount paid to [Alabama Oncology] for that calendar year and (b) the Actual Earned Discount for that same calendar year ("Repayment Amount"). If [Alabama Oncology's] Actual Earned Discount is more than the Annual Upfront Discount payment for that calendar year, then Specialty Distribution shall pay [Alabama Oncology] the difference between (a) the actual Annual Upfront Discount amount paid to [Alabama Oncology] for that calendar year and (b) the Actual Earned Discount for that same calendar year.

102. In July 2016, Alabama Oncology executed an amendment of its LOC that extended but did not substantially alter the calculation of Annual Upfront Discounts. However, the extension did provide Alabama Oncology with another "Upfront Discount." It states that

"Within the first thirty (30) days following the execution of this Amendment, [Cardinal Health] shall pay to [Alabama Oncology] an upfront discount in the amount of $150,881 ***on future purchases***." (emphasis added).

103. In sum, Alabama Oncology accepted over $4 million in improper payments: $400,881 in flat payments ($175,000 Annual Upfront Discount in 2014; $75,000 in SPD Rebate in 2014; and $150,881 Upfront Discount in 2016) and an estimated nearly $4 million in percentage-based Annual Upfront Discounts between February 2015 and 2022.

b. Oncology Specialties, PC, d/b/a Clearview Cancer Institute Kickbacks

104. On July 1, 2015, Cardinal Health and Clearview Cancer signed a Letter of Commitment requiring the practice to purchase 95% of its branded and generic drugs from Cardinal Health.

105. The July 2015 LOC contains an "Upfront Discount" provision. It states that:

> No later than fifteen (15) days following the date that [Clearview Cancer] starts purchasing 95% of its requirements of pharmaceutical products in accordance with Section 3 of this LOC, [Cardinal Health] shall pay [Clearview Cancer] an upfront discount in the total maximum amount of $1,500,000 on [Clearview Cancer's] ***future purchases*** of prescription pharmaceutical products.

(emphasis added).

106. The Upfront Discount contains a clawback provision based on amortizing the Upfront Discount over any remaining months of the LOC:

> Notwithstanding the foregoing, if this Agreement is terminated for any reason prior to end of the Term of this LOC, [Clearview Cancer] shall repay to [Cardinal Health] the unearned portion of the Upfront Discount which amount shall be determined by multiplying $ 1,500,000 by a fraction, the numerator of which shall be the number of months between the month of such termination and the end of the Term of the LOC, and the denominator of which shall be forty-eight (48).

107. The July LOC also contains an "Annual Rebate" that while not upfront, is not attributable to identifiable purchases of items or services. *See* HHS-OIG, "Up front Rebates," "Prebates" and "Signing Bonus" Payments", Opinion Letter (Jul. 17, 2000). That clause provides Clearview Cancer with an additional payment of $177,576 in the first, second, and third years of the contract.

108. In sum, Clearview Cancer obtained $ 2,032,728 in illegal payments: a $1,500,000 Upfront Discount in 2015, and payments that are not attributable to identifiable purchases of items or services of $177,576 in 2016, 2017, and 2018.

c. California Cancer Associates for Research and Excellence, Inc. Kickbacks.

109. On January 1, 2015, Cardinal Health and California Cancer Associates for Research and Excellence, Inc. signed a LOC requiring the practice to purchase 95% of its branded and generic drugs from Cardinal Health.

110. The January 2015 LOC contains a one-time upfront payment of $275,000 called the "Additional Upfront Discount." The Additional Upfront Discount is a "one-time upfront discount on [cCare's] ***future purchases*** of pharmaceutical products during the term of this LOC." (emphasis added).The Additional Upfront Discount is subject to a clawback based on amortizing the Additional Upfront Discount over the remaining months of the LOC:

> If this LOC is terminated for any reason prior to the end of term of this LOC, [cCare] shall repay to [Cardinal Health] the unearned portion of the Additional Discount. The unearned portion shall be determined by multiplying the discount amount ($275,000) by a fraction, the numerator of which shall be the number of months remaining in the term at the date of termination and the denominator of which shall be thirty-six ("AD Repayment Amount").

112. The January 1, 2015 LOC also contains an "Annual Upfront Discount" provision of 40 basis points on all estimated future sales. It states that:

> No later than fifteen (15) days following [cCare's] execution of this Agreement, [Cardinal Health] shall pay to [cCare] a 35 basis point upfront discount on [cCare's] estimated ***future purchases*** of IV injectable pharmaceutical products and orally administered oncology products during calendar year 2015. In each calendar year during the Term after 2015, [Cardinal Health] will pay a 35 basis point upfront discount on [cCare's] estimated ***future purchases*** of IV injectable pharmaceutical products during such calendar year. Notwithstanding the foregoing, if [cCare] signs this LOC prior to January 15, 2015, [Cardinal Health] will increase the upfront discount on [cCare's] estimated ***future purchases*** of IV injectable pharmaceutical products each calendar year during the Term by another 5bp. Each upfront discount paid pursuant to the preceding two sentences is referred to herein as an "Annual Upfront Discount." Estimated purchases for a calendar year will be equivalent to [cCare's] net purchases of all pharmaceutical products during the preceding calendar year. For the first calendar year, the Annual Upfront Discount dollar amount to be paid will be $314,159.61. Such discount shall be paid in the form of a credit to [cCare's] account.

(emphasis added)

113. The Annual Upfront Discount contains a clawback provision based on actual purchases:

> If (i) this LOC is terminated for any reason prior to the end of the calendar year in which an Annual Upfront Discount was paid pursuant to this Section, or (ii) [cCare's] actual net purchases of eligible pharmaceutical products from [Cardinal Health] multiplied by the discount percentage applicable to such products as set forth above in this section (the result of which is the "Actual Earned Discount") results in an Actual Earned Discount which is less than the Annual Upfront Discount payment for that calendar year, then [cCare] shall repay to [Cardinal Health] the difference between (a) the actual Annual Upfront Discount amount paid to [cCare] for that calendar year and (b) the Actual Earned Discount for that same calendar year ("Repayment Amount").

114. In June 2016, cCare executed an amendment to its LOC. It included another one-time "Upfront Discount." It states that Cardinal Health "[S]hall pay to [cCare] an upfront discount in the amount of $203,206.00 on ***future purchases*** to be made by [cCare] during the term of this LOC." It also had a clawback provision amortized over the remaining months of the LOC.

115. The June 2016 amendment also set the Annual Upfront Discount at 40 basis points "on [cCare's] ***estimated future purchases*** of pharmaceutical products during such calendar year." (emphasis added.) These Annual Upfront Discounts were subject to a similar trueup/clawback provision as before.

116. In sum, cCare accepted approximately $1,522,365 in improper upfront payments from Cardinal Health: $478,206 in flat fee payments in 2015 and 2016; and an estimated $994,159.61 in basis point Annual Upfront Discounts between 2015 and 2022.

d. Health First Medical Group Kickbacks

117. On September 15, 2015, Cardinal Health and Health First signed a Letter of Commitment requiring the practice to purchase 90% of its branded and generic drugs from Cardinal Health. The September 15, 2015 LOC contains an "Annual Upfront Discount" of $175,000. The provision provided flat payments of $75,000 within thirty days of signing and another $50,000 at the beginning of the second and third years of the LOC based on future purchases.

118. The Annual Upfront Discount contains a clawback provision based on amortizing the $175,000 Annual Upfront Discount over any remaining months of the LOC:

> If this LOC is terminated for any reason prior to the end of the contract year in which an Annual Upfront Discount was paid pursuant to this Section, Committed Member shall not be entitled to the unearned portion of the Annual Upfront Discount for the then current contract year. The unearned portion shall be determined by multiplying the discount amount ($175,000) by a fraction, the numerator of which shall be the number of months remaining in the contract year at the date of termination and the denominator of which shall be thirty-six (36).

119. In total, Health First accepted $175,000 in improper flat payments ($75,000 in 2015), ($50,000 in 2016) and ($50,000 in 2017).

e. Michigan Healthcare Professionals Kickbacks

120. On April 1, 2014, Cardinal Health and MHP signed a Letter of Commitment requiring the practice to purchase 95% of its branded and generic drugs from Cardinal Health.

121. The April 2014 LOC contains a flat quarterly "SPD Rebate" that is not attributable to identifiable purchases of items or services. See HHS-OIG, "Up front Rebates," "Prebates" and "Signing Bonus" Payments", Opinion Letter (Jul. 17, 2000). That clause states that: MHP will receive $43,750 per calendar quarter during operation of the LOC.

122. On January 1, 2015, MHP signed an Amendment to LOC which replaced the SPD Rebate with an "Initial Upfront Discount" paying MHP an upfront discount in the amount of $218,750 on "***future purchases*** of product during the period from January 1, 2015 through March 31, 2016." It also contained a clawback provision based on amortizing the $218,750 over any remaining months through March 2016.

123. The 2015 LOC also contained a provision for a "Second Upfront Discount" which provided the payment of $175,000 on "[Michigan Healthcare's] future purchases of product during the period from April 1, 2016 through March 31, 2017 ('Second Upfront Discount')." It also contained a clawback provision based on amortizing the $175,000 over any remaining months through March 2017.

124. In sum, MHP received $525,000 in improper payments: SPD Rebate ($131,250.00 in 2014) and upfront discounts ($218,750 Initial Upfront Discount; $175,000 Second Upfront Discount) between 2014 and 2017.

f. Dayton Physicians, LLC, d/b/a Dayton Physicians Network Kickbacks

125. In December 2014 and January 2015, Dayton Physicians LLC d/b/a Dayton Physicians Network signed an "Amended and Restated Letter of Commitment" amending and

restating all of the terms of a prior September 11, 2013 LOC and requiring Dayton Physicians to purchase at least 95% of its branded and generic pharmaceutical products from Cardinal Health.

126. The 2015 Amended and Restated LOC recited that Dayton Physicians had previously received $140,000 in upfront discounts. It also contained a clawback provision based on amortizing the $140,000 over any remaining months through September 2016.

127. The 2015 Amended and Restated LOC also provided a basis point discount on future purchases called an "Upfront Discount". It states that the payments will be 30 or 35 basis points depending on the date of signing and that the first payment will be no later than January 15, 2015 in the amount of $176,896. That "Upfront Discount" was subject to a clawback/trueup provision based on actual sales.

128. On February 5, 2015, Cardinal Health and Dayton Physicians, LLC d/b/a Dayton Physicians Network signed an Amended Letter of Commitment (LOC) containing a 30 basis point "Annual Upfront Discount" provision based on future purchases. It states that:

> [Cardinal Health] shall pay to [Dayton Physicians] a 30 basis point upfront discount on [Dayton Physicians'] ***estimated future purchases*** of IV injectable pharmaceutical products and orally administered oncology products during calendar year 2015. Since [Dayton Physicians] signed the LOC prior to December 31, 2014 for a January 1, 2015 Effective Date, [Cardinal Health] agreed to increase the upfront discount on [Dayton Physicians'] ***estimated future purchases*** of IV injectable pharmaceutical products each calendar year during the Term by another 5 bp. For calendar year 2016, [Cardinal Health] will pay a 30 basis point upfront discount on [Dayton Physician's] ***estimated future purchases*** of IV injectable pharmaceutical products during such calendar year. Each upfront discount paid pursuant to the preceding two sentences is referred to herein as an "Annual Upfront Discount." Estimated purchases for a calendar year will be equivalent to [Dayton Physicians'] purchases of all pharmaceutical products during the preceding calendar year. For the first calendar year, the Annual Upfront Discount dollar amount to be paid will be $195,193.00.

(emphasis added).

129. The Annual Upfront Discount contains a clawback/trueup provision based on actual sales with some reduction for prior upfront payments:

> If(i) this LOC is terminated for any reason prior to the end of the calendar year. In which an Annual Upfront Discount was paid pursuant to this Section, or (ii) [Dayton Physician's] actual net purchases of eligible pharmaceutical products from [Cardinal Health] multiplied by the discount percentage applicable to such products as set forth above in this section (the result of which is the "Actual Earned Discount") results in an Actual Earned Discount which is less than the Annual Upfront Discount payment for that calendar year, then [Dayton Physicians] shall repay to [Cardinal Health] the difference between (a) the actual Annual Upfront discount amount paid to [Dayton Physicians] for that calendar year and (b) the Actual Earned Discount for that same calendar year ("Repayment Amount"). Notwithstanding any other term in this Section, (I) the Annual Upfront Discount dollar amount to be paid for calendar year 2015 will be reduced by $70,000 (for a total amount to be paid equal to $125,193), to account for the Prior LOC Upfront Discounts paid to [Dayton Physicians] which may be earned by [Dayton Physicians] during calendar year 2015, (ii) the Annual Upfront Discount to be paid for calendar year 2016 will be reduced by $48,813 to account for the Prior LOC Upfront Discount which may be earned by [Dayton Physicians] during such Calendar year.

130. In January 2017, Dayton Physicians executed another amendment to the LOC. The 2017 Amended LOC contains a $793,908 flat "Upfront Discount" on future sales. The "Upfront Discount" was subject to a clawback based on amortizing the Upfront Discount over the remaining months of the LOC.

131. The 2017 Amended LOC also contains a second flat "Upfront Discount" of $132,635 on future sales. This additional Upfront Discount is also subject to clawback based on amortizing the discount over the remaining months of the LOC.

132. In January 2020, Dayton Physicians executed a third amendment to its LOC. This amendment added yet another flat "Additional Upfront Discount" of $817,297 on future purchases. This "Additional Upfront Discount" was also subject to clawback based on amortizing the discount over the remaining months of the LOC.

133. In sum, Dayton Physicians accepted an estimated $3,026,330 in improper payments from Cardinal Health: $1,883,840 in flat payments in 2013/2014 ($140,000), 2017 ($793,908), 2017 ($132,635), and 2020 ($817,297); and an estimated $370,728 in basis-point upfront payments between 2016 and 2019.

g. South Carolina Oncology Associates, PA Kickbacks

134. On July 1, 2014, Cardinal Health and South Carolina Oncology Associates, PA signed a Letter of Commitment requiring South Carolina Oncology to purchase at least 95% of its branded and generic pharmaceutical products from Cardinal Health. The July 2014 LOC contains a flat $100,000 yearly "Annual Upfront Discount" provision.

135. The Annual Upfront Discount contains a clawback provision based on amortizing the Annual Upfront Discount over any remaining months of the given year:

> If this LOC is terminated for any reason prior to the end of the contract year in which an Annual Upfront Discount was paid pursuant to this Section, [South Carolina Oncology] shall repay to [Cardinal Health] the unearned portion of the Annual Upfront Discount for the then current contract year. The unearned portion shall be determined by multiplying the discount amount ($100,000) by a fraction, the numerator of which shall be the number of months remaining in the contract year at the date of termination and the denominator of which shall be twelve ("Repayment Amount").

136. On July 1, 2016, Cardinal Health and South Carolina Oncology signed an LOC containing a basis point discount on future called an "Annual Upfront Discount." That provision that stated:

> Beginning with calendar year 2017, no later than January 15 of each calendar year during the Term of this LOC, [Cardinal Health] will pay a 30 basis point upfront discount ("AUD Discount Rate") on [South Carolina Oncology's] ***estimated future purchases*** of pharmaceutical products during such calendar year (each, an "Annual Upfront Discount"). The ***estimated future purchases*** used to determine the amount of an Annual Upfront Discount will be equivalent to [South Carolina Oncology's] net purchases of all pharmaceutical products during the preceding calendar year.

(emphasis added).

137. The Annual Upfront Discount was subject to clawback based on actual future sales.

138. The 2016 LOC also contained an "Additional Upfront Discount" which provided a flat $149,810 based on future sales. It was subject to clawback based on amortizing the Annual Upfront Discount over any remaining months of the given year:

139. South Carolina Oncology accepted an estimated $2,794,810 in improper upfront payments from Cardinal Health: $349,810 in flat payments in 2014 ($100,000), 2015 ($100,000), and 2016 ($149,810) and an estimated $2,445,000 in percentage-based Annual Upfront Discounts between 2017 and 2022.

h. Tennessee Cancer Specialists PLLC Kickbacks

140. In January 2015, Tennessee Cancer Specialists, PLLC and Cardinal Health signed a Letter of Commitment (LOC) requiring Tennessee Cancer to purchase 95% of its branded and generic drugs from Cardinal Health.

141. The January 1, 2015 LOC contains a basis point payment on Tennessee Cancer's future purchases called an "Annual Upfront Discount" provision. It states that:

> No later than January 15, 2015, [Cardinal Health] shall pay to [Tennessee Cancer] a 32 basis point upfront discount [Tennessee Cancer's] ***estimated future purchases*** of IV injectable pharmaceutical products and orally administered oncology products during calendar year 2015. Notwithstanding the foregoing, if [Tennessee Cancer] signs this LOC prior to December 31, 2015 for a January 1, 2015 Effective Date, [Cardinal Health] will increase the upfront discount on [Tennessee Cancer's] estimated future purchases of IV injectable pharmaceutical products each calendar year during the Term by another 5 bp. In each, calendar year during the Term after 2015, [Cardinal Health] will pay a 32 basis point upfront discount on [Tennessee Cancer's] ***estimated future purchases*** of IV injectable pharmaceutical products during such calendar year. Each upfront discount paid pursuant to the preceding two sentences is referred to herein as an "Annual Upfront Discount." Estimated purchases for a calendar year will be equivalent to [Tennessee Cancer's] net purchases of all pharmaceutical products during the preceding calendar year. For the first calendar year, the Annual Upfront Discount dollar amount to be paid will

be $279,109.95. Such discount shall be paid in the form of a credit to Committed Member's account.

142. The Annual Upfront Discount contains a clawback provision based actual sales.

143. In January 2017, Tennessee Cancer executed an amendment to the LOC. The 2017 Amended LOC contains an "Upfront Discount" provision paying Tennessee Cancer a flat upfront discount of $170,302 on future purchases. It is subject to a clawback based on amortizing the Upfront Discount over the remaining months of the LOC.

144. The 2017 Amended LOC also increased the Annual Upfront Discount to 37 basis points of estimated future sales. It maintained a similar clawback scheme.

145. In March 2017, Tennessee Cancer executed a second amendment to its LOC. This amendment added an another flat $115,000 "Upfront Discount." This upfront payment was also subject to a clawback provision that amortized the payments over the months remaining in the LOC.

146. In sum, Tennessee Cancer accepted $4,305,828 in improper payments from Cardinal Health: Flat Upfront Discounts of $564,411 ($279,109 in 2015-2016) and ($170,302 and $115,000 in 2017) plus percentage-based Upfront Discounts of approximately $3,741,416 (between 2015 to 2022).

i. Tennessee Oncology PLLC Kickbacks

147. In October 2014, Cardinal Health and Tennessee Oncology signed a Letter of Commitment requiring the practice to purchase 95% of its branded and generic drugs from Cardinal Health.

148. That agreement contains an "Annual Upfront Discount" Provision. It states that "No later than January 15 of each calendar year during the term of this LOC, Specialty Distribution shall pay to [Tennessee Oncology] a 40 basis point discount on [its] ***estimated***

future purchases of IV and injectable products from Specialty Distribution during the upcoming calendar year." For the first year the discount would be set at $768,475.57.

149. The Annual Upfront Discount contains a clawback provision requiring that Tennessee Oncology repay any unearned payments:

> If (i) this LOC is terminated for any reason prior to the end of the calendar year in which an Annual Upfront Discount was paid pursuant to this Section, or (ii) [Tennessee Oncology's] actual net purchases of all pharmaceutical products from Specialty Distribution multiplied by the applicable discount rate (the result of which is the "Actual Earned Discount") results in an Actual Earned Discount which is less than the Annual Upfront Discount payment for that calendar year, then [Tennessee oncology] shall repay to Specialty Distribution the difference between (a) the actual Annual Upfront Discount amount paid to [Tennessee Oncology] for that calendar year and (b) the Actual Earned Discount for that same calendar year ("Repayment Amount").

150. In June 2016, the agreement was extended for another two years and the upfront prebate was increased to 43 basis points.

151. In the June 2016 Amendment, Tennessee Oncology added another $620,815 "Upfront Discount." That provision states that "Within the first thirty (30) days following the execution of this Amendment, Specialty Distribution shall pay to Committed Member an upfront discount in the amount of $620,815 on ***future purchases***." (emphasis added).

152. The Upfront Discount contains a clawback provision based on amortizing the discount over any remaining months of the amended LOC:

> If this LOC is terminated for any reason prior to the end of the term of this LOC, Committed Member shall repay to Specialty Distribution the unearned portion of the Upfront Discount. The unearned portion shall be determined by multiplying the Upfront Discount amount by a fraction, the numerator of which shall be the number of months remaining until the end of the term of this LOC at the time of termination and the denominator of which shall be the total number of months remaining in the Term of the LOC (as extended pursuant to this Amendment) as of the effective date of this Amendment ("Repayment Amount")

153. In total, Tennessee Oncology obtained an estimated $9,839,290 in improper upfront payments: $620,815 in flat payments in 2016 and approximately $9,218,475 in percentage-based payments between 2015 and 2019.

j. Northwest Medical Specialties Kickbacks

154. On April 1, 2015, Cardinal Health and Northwest Medical signed a Letter of Commitment requiring the practice to purchase 90% of its branded and generic drugs from Cardinal Health.

155. The April 1, 2015 LOC contains a flat $300,000 "Annual Upfront Discount" provision payable within the first 30 days of the LOC.

156. The Annual Upfront Discount contains a clawback provision based on amortizing the payments over any remaining months of the LOC.

157. Northwest Medical signed a First Amendment to LOC dated April 1, 2017 which contained a "First Amended Term Upfront Discount" that paid Northwest Medical a flat upfront discount of $1,200,000 on future purchases. The upfront payment was subject to clawback based on amortizing the remaining months of the LOC.

158. Northwest Medical entered into a Third Amendment to LOC on August 1, 2018 which contained a "Third Amendment Upfront Discount" that paid Northwest Medical a flat $1,000,000 on future purchases. It was subject to a clawback amortizing the remaining months of the LOC.

159. In sum, Northwest Medical received a total of $2,500,000 in improper kickbacks from Cardinal Health, $300,000 from 2015-2017; $1,200,000 in 2017-2018 and $1,000,000 during the period 2018 to February 2022.

4. Cardinal Health Admits It Paid Illegal Kickbacks to The Practice Defendants, But the Practice Defendants Choose to Improperly Retain Their Overpayments

160. In January 2022, pursuant to the filing of the initial complaint in this case, the United States, relevant states, and then-defendant Cardinal Health entered into a settlement resolving the claims against Cardinal in full. A copy of the settlement agreement is available from the DOJ website: https://www.justice.gov/usao-ma/press-release/file/1467046/download.

161. Notably, as described in the settlement agreement, Recital F, the covered conduct included:

> that Cardinal Health paid the Physician Practices in advance of the Physician Practices' purchase of pharmaceuticals from Cardinal Health, and that these payments either were not attributable to identifiable sales of pharmaceutical products or were purported rebates that the customers had not actually earned. The United States contends that the purpose of these upfront payments was to induce the Physician Practices to purchase pharmaceuticals paid for by federal health care programs from Cardinal Health, instead of from Cardinal Health's competitors, in violation of the AKS.

162. Furthermore, as part of the settlement, "Cardinal Health acknowledge[d] the facts underlying the Covered Conduct and agree[d] not to make any public statement denying or contesting those facts." *Id.* at Recital I. Moreover, each Practice Defendant was specifically listed as a covered "Physician Practice" in Exhibit A to the settlement agreement. This settlement agreement has been publicly available on the DOJ's website since January 2022 and was directly sent to each of the Defendants.

163. As a condition of the Settlement Agreement, Cardinal Health also entered into a Corporate Integrity Agreement with HHS-OIG where it agreed to cease violating the AKS. *See* https://oig.hhs.gov/fraud/cia/agreements/Cardinal_Health_108_LLC_01212022.pdf.

164. Thus, each defendant has known for longer than 60 days that Cardinal Health admitted that the remuneration the practice received violated the Anti-Kickback Statute. The

Medicare and Medicaid Statute, 42 U.S.C. § 1320a-7k(d), states that any funds to which a party is not entitled, retained for 60 days become obligations retained in violation of the reverse false claims provisions.

165. Thus, in the alternative and to the extent any defendant did not violate the False Claims Act when it presented or caused the presentment of claims to Government Health Care Programs, each Physician Practice Defendant has improperly refused to return overpayments to the government in violation of the Medicare and Medicaid Statute and the False Claims Act. 31 U.S.C. § 3729(a)(1)(G).

VI. DAMAGES AND FALSE CLAIMS

166. As detailed above, the Physician Practice Defendants have received millions of dollars in illegal kickbacks to induce them to enter into drug distribution contracts with Cardinal Health in violation of the Anti-Kickback Statute and analogous state laws.

167. Compliance with the federal and state anti-kickback laws is a precondition to participation and to payment as a health care provider under Medicare and Medicaid. *See generally United States ex rel. Hutcheson v. Blackstone Medical, Inc.*, 647 F.3d 377 (1st Cir. 2011) (Medicare); *State of New York v. Amgen Inc.*, 652 F.3d 103 (1st Cir. 2011) (Medicaid).

168. Therefore, "A claim that includes items or services resulting from a violation of [the AKS] constitutes a false or fraudulent claim for purposes of [the FCA]." 42 U.S.C. § 1320a-7b(g). And under the federal False Claims Act and those state false claims acts modeled on it, "[a]n AKS violation that results in a federal health care payment is a per se false claim." *Guilfoile v. Shields*, 913 F.3d 178 (1st Cir. 2019); *United States ex rel. Bawduniak v. Biogen Idec Inc.*, No. 1:12-CV-10601-IT, 2022 WL 2438971, at *1 (D. Mass. July 5, 2022) ("a violation of the AKS is per se a violation of the False Claims Act" and the state false claims based on it).

169. Subsequent to their kickback-induced purchase of oncology drugs from Cardinal Health, each of the Physician Practice Defendants billed Government Health Care Programs for the administration of the drugs using the relevant J-Code.

170. For example, J9310 represents the administration of 100 mg of Rituximab, a common chemotherapy drug. Administration of Rituximab was one of the five largest billings for each of the Physician Practice Defendants and collectively, they billed Medicare Part B over $110,000,000 for administration of Rituximab between 2014 and 2018. Each of the Physician Practice Defendants billed the government repeatedly for the administration of Rituximab it had purchased as a result of accepting kickbacks and each claim is therefore *per se* false under the False Claims Act as shown by example only below.

Practice	Billing Professional	Date	Procedure Code	Description	Amount Paid
Tennessee Cancer Specialists	Yi Feng	12/8/15	J9310	Injection, rituximab, 100 mg	$5,869.83
Tennessee Cancer Specialists	Ross Kerns	2/9/17	J9310	Injection, rituximab, 100 mg	$4,491.91
Dayton Physicians	Ketan Shah	8/14/15	J9310	Injection, rituximab, 100 mg	$4,688.74
Dayton Physicians	Praveena Cheruvu	8/10/16	J9310	Injection, rituximab, 100 mg	$4,343.21
Dayton Physicians	Satheesh Kathula	2/6/17	J9310	Injection, rituximab, 100 mg	$5,133.61
MHP	Matthew Cotant	6/27/18	J9310	Injection, rituximab, 100 mg	$6,235.27
MHP	Michael Berkovic	6/27/18	J9310	Injection, rituximab, 100 mg	$4,849.65
MHP	Laura Nadeau	8/17/18	J9310	Injection, rituximab, 100 mg	$3,587.96
MHP	Anthony Baron	8/21/18	J9310	Injection, rituximab, 100 mg	$7,175.92
Health First	Lee Scheinbart	8/26/15	J9310	Injection, rituximab, 100 mg	$4,688.74
Health First	Simon Vinarsky	8/28/15	J9310	Injection, rituximab, 100 mg	$3,516.55
Health First	Simon Vinarsky	6/17/16	J9310	Injection, rituximab, 100 mg	$603.59
Health First	Firas Muwalla	6/22/16	J9310	Injection, rituximab, 100 mg	$4,828.75
Alabama Oncology	John Piede	12/30/15	J9310	Injection, rituximab, 100 mg	$4,695.87
Alabama Oncology	Jimmie Harvey	6/8/16	J9310	Injection, rituximab, 100 mg	$3,621.56
Alabama Oncology	Kent Tucker	6/8/17	J9310	Injection, rituximab, 100 mg	$4,490.88
South Carolina Oncology	Charles Butler	12/28/15	J9310	Injection, rituximab, 100 mg	$4,108.88
South Carolina Oncology	Fred Kudrik	2/17/16	J9310	Injection, rituximab, 100 mg	$4,220.35
South Carolina Oncology	Woodrow Coker	6/12/17	J9310	Injection, rituximab, 100 mg	$5,132.43
Tennessee Oncology	Mark Mainwaring	6/3/16	J9310	Injection, rituximab, 100 mg	$4,828.75
Tennessee Oncology	Michael Hemphill	2/28/17	J9310	Injection, rituximab, 100 mg	$5,133.61
Tennessee Oncology	William Penley	4/3/18	J9310	Injection, rituximab, 100 mg	$5,542.46

Tennessee Oncology	Jesus Berdeja	8/2/18	J9310	Injection, rituximab, 100 mg	$6,458.33
Clearview Cancer	Philip Mcgee	4/14/15	J9310	Injection, rituximab, 100 mg	$4,017.08
Clearview Cancer	John Waples	2/10/16	J9310	Injection, rituximab, 100 mg	$4,167.56
Clearview Cancer	Diego Bedoya	4/21/17	J9310	Injection, rituximab, 100 mg	$5,773.98
cCare	Ravi Rao	2/23/15	J9310	Injection, rituximab, 100 mg	$3,981.19
cCare	Robert Lemon	8/22/16	J9310	Injection, rituximab, 100 mg	$3,722.76
cCare	Sachin Gupta	12/27/18	J9310	Injection, rituximab, 100 mg	$5,769.32
Northwest Medical	Ellen Hanisch	2/25/16	J9310	Injection, rituximab, 100 mg	$4,220.35
Northwest Medical	Andrea Veatch	2/29/16	J9310	Injection, rituximab, 100 mg	$5,426.16
Northwest Medical	Andrea Veatch	6/14/16	J9310	Injection, rituximab, 100 mg	$4,225.15
Northwest Medical	Sasha Joseph	8/19/16	J9310	Injection, rituximab, 100 mg	$4,963.67
Northwest Medical	Francis Senecal	8/11/17	J9310	Injection, rituximab, 100 mg	$5,943.94

171. The Physician Practice Defendants made false claims for all of their kickback-induced drug purchases. Attached as Exhibit A is a larger set of exemplar claims including other common drugs. Because Defendant Tennessee Oncology sees substantial numbers of patients in both Tennessee and Georgia, Exhibit A includes exemplar claims for Georgia beneficiaries as well.

172. In total, just between 2014 and 2018, the Physician Practice Defendants have billed Medicare Part B nearly $1.5 billion for the administration and cost of drugs resulting from Cardinal Health kickbacks. Each of these billings is a false claim. Defendants have likewise billed other Government Health Programs including Medicaid, each of which is a false claim under the applicable federal or state false claims act.

Provider	State	LOC begin date	Total Part B J-Code Payments 2014-2018
Tennessee Cancer Specialists	TN	1/1/15	$ 116,628,391
Dayton Physicians	OH	1/1/15	$ 85,350,295
MHP	MI	4/1/14	$ 130,722,680
Health First	FL	9/15/15	$ 72,499,688
Alabama Oncology	AL	4/1/14	$ 143,548,019
South Carolina Oncology Associates	SC	7/1/14	$ 125,415,113
Tennessee Oncology	TN	1/1/15	$ 334,443,375
Clearview Cancer	AL	7/1/15	$ 147,140,790

cCare	CA	1/1/15	$ 197,229,517
Northwest Medical	WA	4/1/15	$ 63,957,897

VII. CLAIMS FOR RELIEF

Count I

Federal False Claims Act – False Claims
31 U.S.C. § 3729(a)(1)(A) (2009)
[All Physician Practice Defendants]

173. Relator realleges and incorporate by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

174. This is a claim for treble damages and penalties under the False Claims Act, 31 U.S.C. §§ 3729, *et seq*. as amended.

175. By and through the acts described above, Defendants have knowingly presented or caused to be presented false or fraudulent claims for payment or approval.

176. The Government, unaware of the falsity of all such claims made or caused to be made by Defendants, has paid such false or fraudulent claims that would not be paid but for Defendants' illegal conduct.

177. By reason of Defendants' acts, the United States has been damaged, and continues to be damaged, in a substantial amount to be determined at trial.

178. Additionally, the United States is entitled to the maximum penalty of up to $11,000 (or other statutory maximum provided for by law) for each and every violation alleged herein.

Count II

Federal False Claims Act – False Records or Statements
31 U.S.C. § 3729(a)(1)(B) (2009)
[All Physician Practice Defendants]

179. Relator realleges and incorporate by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

180. This is a claim for treble damages and penalties under the False Claims Act, 31 U.S.C. §§ 3729, *et seq*. as amended.

181. By and through the acts described above, Defendants knowingly made, used, or caused to be made or used false records or statements material to false or fraudulent claims.

182. The Government, unaware of the falsity of the records, statements, and claims made or caused to be made by Defendants, has paid claims that would not be paid but for Defendants' illegal conduct.

183. By reason of Defendants' acts, the United States has been damaged, and continues to be damaged, in a substantial amount to be determined at trial.

184. Additionally, the United States is entitled to the maximum penalty of up to $11,000 (or other statutory maximum provided for by law) for each and every violation alleged herein.

Count III

Federal False Claims Act – Reverse False Claims
31 U.S.C. § 3729(a)(1)(G) (2009)
[All Physician Practice Defendants]

185. Relator realleges and incorporate by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

186. This is a claim for treble damages and penalties under the False Claims Act, 31 U.S.C. §§ 3729, *et seq*. as amended.

187. By and through the acts described above, Defendants have knowingly made, used, or caused to be made or used a false record or statement material to an obligation to pay money to the Government and they have concealed and improperly avoided an obligation to pay money to the Government, including specifically Defendants' obligation to report and repay past overpayments of Medicare and other Government Health Care Program claims for which Defendants knew they were not entitled to and therefore refunds were properly due and owing to the United States.

188. By reason of Defendants' acts, the United States has been damaged, and continues to be damaged, in a substantial amount to be determined at trial.

189. Additionally, the United States is entitled to the maximum penalty of up to $11,000 (or other statutory maximum provided for by law) for each and every violation alleged herein.

Count IV

Federal False Claims Act - Conspiracy
31 U.S.C. § 3729(a)(1)(C) (2009)
[All Physician Practice Defendants]

190. Relator realleges and incorporate by reference the allegations contained in the foregoing paragraphs above as though fully set forth herein.

191. This is a claim for treble damages and penalties under the False Claims Act, 31 U.S.C. §§ 3729, *et seq*. as amended.

192. By and through the acts described above, the Physician Practice Defendants conspired with Cardinal to commit violations of 31 U.S.C. § 3729(a)(1)(A), (B), and (G). Further

to Defendants' conspiracy and fraudulent scheme, despite knowing that billions in payments from the federal government have been received in violation of the False Claims Act and in violation of the Anti-Kickback Statute's prohibition on receipt of payment for services rendered in connection with an improper financial arrangement, Defendants have refused and failed to refund these payments and have continued to submit false or fraudulent claims, statements, and records to the United States.

193. The Government, unaware of the Defendants' conspiracy and fraudulent schemes, has paid claims that would not be paid but for Defendants' illegal conduct.

194. By reason of Defendants' acts, the United States has been damaged, and continues to be damaged, in a substantial amount to be determined at trial.

195. Additionally, the United States is entitled to the maximum penalty of up to $11,000 (or other statutory maximum provided for by law) for each and every violation alleged herein.

Count V

California False Claims Act
Cal. Gov't Code § 12650, *et seq*.
[Defendant cCARE]

196. Relator incorporates by reference the preceding paragraphs as though fully set forth herein.

197. This is a civil action brought by Relator, on behalf of the State of California, against Physician Practice Defendant cCARE under the California False Claims Act, Cal. Gov. Code § 12652(c).

198. The California FCA, Cal. Gov. Code § 12651(a)(1), creates liability for any person who "[k]nowingly presents or causes to be presented a false or fraudulent claim for payment or approval." Defendant cCARE has violated this provision of the California FCA.

199. The California FCA, Cal. Gov. Code § 12651(a)(2), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used a false record or statement material to a false or fraudulent claim." Defendant cCARE has violated this provision of the California FCA.

200. The California FCA, Cal. Gov. Code § 12651(a)(7), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used a false record or statement material to an obligation to pay or transmit money or property to the state or to any political subdivision, or knowingly conceals or knowingly and improperly avoids, or decreases an obligation to pay or transmit money or property to the state or to any political subdivision." Defendant cCARE has violated this provision of the California FCA.

201. The California FCA, Cal. Gov. Code § 12651(a)(3), creates liability for any person who "[c]onspires to commit a violation of this subdivision." Defendant cCare has violated this provision of the California FCA.

202. Pursuant to the California FCA, Defendant cCARE is thus liable to the State for statutorily defined damages sustained because of the acts of Defendants and civil penalties. Cal. Gov. Code § 12651(a)(1).

Count VI

Florida False Claims Act
Fla. Stat. § 68.081, *et seq*.
[Defendant Health First]

203. Relator incorporates by reference the preceding paragraphs as though fully set forth herein.

204. This is a civil action brought by Relator, on behalf of the State of Florida, against Defendant Health First under the State of Florida's False Claims Act, Fla. Stat. § 68.083(2).

205. The Florida FCA, Fla. Stat. § 68.082(2)(a), creates liability for any person who "[k]nowingly presents or causes to be presented a false or fraudulent claim for payment or approval." Defendant Health First has violated this provision of the Florida FCA.

206. The Florida FCA, Fla. Stat. § 68.082(2)(b), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used a false record or statement material to a false or fraudulent claim." Defendant Health First has violated this provision of the Florida FCA.

207. The Florida FCA, Fla. Stat. § 68.082(2)(g), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used a false record or statement material to an obligation to pay or transmit money or property to the state, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the state." Defendant Health First has violated this provision of the Florida FCA.

208. The Florida FCA, Fla. Stat. § 68.082(2)(c), creates liability for any person who "[c]onspires to commit a violation of this subsection." Defendant Health First s violated this provision of the Florida FCA.

209. Pursuant to the Florida FCA, Defendant Health First is thus liable to the State for statutorily defined damages sustained because of the acts of Defendant Health First and civil penalties. Fla. Stat. § 68.082(2).

Count VII

Georgia False Medicaid Claims Act
Ga. Code Ann. §§ 49-4-168, *et seq*.
[Defendant Tennessee Oncology]

210. Relator incorporates by reference the preceding paragraphs as though fully set forth herein.

211. This is a civil action brought by Relator, in the name of the State of Georgia, against Defendant Tennessee Oncology pursuant to the State of Georgia False Medicaid Claims Act, Ga. Code Ann. § 49-4-168.2(b).

212. The Georgia FCA, Ga. Code Ann. § 49-4-168.1(a)(1), creates liability for any person who "[k]nowingly presents or causes to be presented to the Georgia Medicaid program a false or fraudulent claim for payment or approval." Defendant Tennessee Oncology has violated this provision of the Georgia FCA.

213. The Georgia FCA, Ga. Code Ann. § 49-4-168.1(a)(2), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used a false record or statement material to a false or fraudulent claim." Defendant Tennessee Oncology has violated this provision of the Georgia FCA.

214. The Georgia FCA, Ga. Code Ann. § 49-4-168.1(a)(7), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used a false record or statement material to an obligation to pay or transmit property or money to the Georgia Medicaid program, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit property or money to the Georgia Medicaid program." Defendant Tennessee Oncology has violated this provision of the Georgia FCA.

215. The Georgia FCA, Ga. Code Ann. § 49-4-168.1(a)(3), creates liability for any person who "Conspires to defraud the Georgia Medicaid program by getting a false or fraudulent claim allowed or paid." Defendant Tennessee Oncology has violated this provision of the Georgia FCA.

216. Pursuant to the Georgia FCA, Defendant Tennessee Oncology is thus liable to the State for statutorily defined damages sustained because of the acts of Defendant Tennessee Oncology and civil penalties. Ga. Code Ann. § 49-4-168.1(a).

Count VIII

Michigan Medicaid False Claims Act
Mich. Comp. Laws Serv. §§ 400.601, *et seq*.
[Defendant MHP]

217. Relator incorporates by reference the preceding paragraphs as though fully set forth herein.

218. This is a civil action brought by Relator, in the name of the State of Michigan, against Defendant MHP under the State of Michigan Medicaid False Claims Act, MICH. COMP. LAWS SERV. § 400.610a(l).

219. The Michigan FCA, Mich. Comp. Laws. Serv. § 400.603(1)-(3), provides that:

> "(1) A person shall not knowingly make or cause to be made a false statement or false representation of a material fact in an application for medicaid benefits.
>
> (2) A person shall not knowingly make or cause to be made a false statement or false representation of a material fact for use in determining rights to a medicaid benefit.
>
> (3) A person, who having knowledge of the occurrence of an event affecting his initial or continued right to receive a medicaid benefit or the initial or continued right of any other person on whose behalf he has applied for or is receiving a benefit, shall not conceal or fail to disclose that event with intent to obtain a benefit to which the person or any other person is not entitled or in an amount greater than that to which the person or any other person is entitled."

Defendant MHP has violated each of these provisions of the Michigan FCA.

220. The Michigan FCA, Mich. Comp. Laws. Serv. § 400.607(1), provides that "[a] person shall not make or present or cause to be made or presented to an employee or officer of this state a claim under the social welfare act, 1939 PA 280, MCL 400.1 to 400.119b, upon or

against the state, knowing the claim to be false." Defendant MHP has violated this provision of the Michigan FCA.

221. The Michigan FCA, Mich. Comp. Laws. Serv. § 400.607(3), provides that "[a] person shall not knowingly make, use, or cause to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state pertaining to a claim presented under the social welfare act." Defendant MHP has violated this provision of the Michigan FCA.

222. The Michigan FCA, Mich. Comp. Laws. Serv. § 400.606(1), provides that "[a] person shall not enter into an agreement, combination, or conspiracy to defraud the state by obtaining or aiding another to obtain the payment or allowance of a false claim under the social welfare act, Act No. 280 of the Public Acts of 1939, as amended, being sections 400.1 to 400.121 of the Michigan Compiled Laws." Defendant MHP has violated this provision of the Michigan FCA.

223. Pursuant to the Michigan FCA, Defendant MHP is thus liable to the State for statutorily defined damages sustained because of the acts of Defendant MHP and civil penalties. Mich. Comp. Laws. Serv. § 400.612.

Count IX

Tennessee Medicaid False Claims Act
Tenn. Code Ann. §§ 71-5-181, *et seq*.
[Defendants Tennessee Oncology and Tennessee Cancer Specialists]

224. Relator incorporates by reference the preceding paragraphs as though fully set forth herein.

225. This is a civil action brought by Relator, in the name of the State of Tennessee, against Defendants Tennessee Oncology and Tennessee Cancer Specialists under the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-183(b)(1).

226. The Tennessee FCA, Tenn. Code Ann. § 71-5-182(a)(l)(A), creates liability for any person who "[k]nowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval under the Medicaid program." Defendants Tennessee Oncology and Tennessee Cancer Specialists have violated this provision of the Tennessee FCA.

227. The Tennessee FCA, Tenn. Code Ann. § 71-5-182(a)(l)(B), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim under the Medicaid program." Defendants Tennessee Oncology and Tennessee Cancer Specialists have violated this provision of the Tennessee FCA.

228. The Tennessee FCA, Tenn. Code Ann. § 71-5-182(a)(l)(D), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money, or property to the state, or knowingly conceals, or knowingly and improperly, avoids, or decreases an obligation to pay or transmit money or property to the state, relative to the Medicaid program." Defendants Tennessee Oncology and Tennessee Cancer Specialists have violated this provision of the Tennessee FCA.

229. The Tennessee FCA, Tenn. Code Ann. § 71-5-182(a)(l)(C), creates liability for any person who "[c]onspires to commit a violation of" the law. Defendants Tennessee Oncology and Tennessee Cancer Specialists have violated this provision of the Tennessee FCA

230. Pursuant to the Tennessee FCA, Defendants Tennessee Oncology and Tennessee Cancer Specialists are thus liable to the State for statutorily defined damages sustained because of the acts of Defendants Tennessee Oncology and Tennessee Cancer Specialists and civil penalties. Tenn. Code Ann. § 71-5-182(a).

Count X

Washington State Medicaid Fraud False Claims Act
Wash. Rev. Code §§ 74.66.005, *et seq*
[Defendant Northwest Medical Specialties]

231. Relator incorporates by reference the preceding paragraphs as though fully set forth herein.

232. This is a civil action brought by Relator, on behalf of the State of Washington, against Defendant Northwest Medical Specialties under the Washington State Medicaid Fraud False Claims Act, Wash. Rev. Code § 74.66.050(1).

233. The Washington FCA, Wash. Rev. Code § 74.66.020(1)(a), creates liability for any person who "[k]nowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval." Defendant Northwest Medical Specialties has violated this provision of the Washington FCA.

234. The Washington FCA, Wash. Rev. Code § 74.66.020(1)(b), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim." Defendant Northwest Medical Specialties has violated this provision of the Washington FCA.

235. The Washington FCA, Wash. Rev. Code § 74.66.020(1)(g), creates liability for any person who "[k]nowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the government entity, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the government entity." Defendant Northwest Medical Specialties has violated this provision of the Washington FCA.

236. The Washington FCA, Wash. Rev. Code § 74.66.020(1)(c), creates liability for any person who "[c]onspires to commit one or more of the violations in this subsection (1)." Defendant Northwest Medical Specialties has violated this provision of the Washington FCA.

237. Pursuant to the Washington FCA, Defendant Northwest Medical Specialties is thus liable to the State for statutorily defined damages sustained because of the acts of Defendant Northwest Medical Specialties and civil penalties. Wash. Rev. Code § 74.66.020(1).

VIII. PRAYERS FOR RELIEF

WHEREFORE, Relator prays for judgment against Physician Practice Defendants as follows:

A. That Defendants are enjoined from violating the Federal False Claims Act, 31 U.S.C. §§ 3729, *et seq.* and the State FCAs;

B. That judgment be entered against Defendants and in favor of the United States and the Relator in an amount equal to three times the amount of damages caused by Defendants' misconduct, as well as a civil penalty for each FCA violation in the maximum statutory amount;

C. That judgment be entered against Defendants and in favor of the *Qui Tam* States and the Relator in the amount of the damages sustained by the *Qui Tam* States multiplied as provided for in the State FCAs, plus civil penalties in the ranges provided by the State FCAs;

D. That Defendants be ordered to disgorge all sums by which they have been enriched unjustly by their wrongful conduct;

E. That judgment be granted for Relator against Defendants for all costs and expenses, including, but not limited to, court costs, litigation costs, expert fees, and all attorneys' fees permitted under 31 U.S.C. § 3730(d), and comparable provisions of the State FCAs;

F. That Relator be awarded the maximum amount permitted under 31 U.S.C. § 3730(d), and comparable provisions of the State FCAs; and,

G. That the Court award such other relief as the Court deems proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Relator requests a jury trial.

July 22, 2022

Respectfully submitted,

/s/ David W. S. Lieberman

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Counsel for Plaintiff-Relator

EXHIBIT A – EXAMPLE CLAIMS

Practice	Billing Professional	Date	J-Code	Description	Amount Paid	Beneficiary State
Tennessee Cancer Specialists	Robert Schumaker	4/23/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$584.24	TN
Tennessee Cancer Specialists	Mitchell Martin	4/23/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$1,460.59	TN
Tennessee Cancer Specialists	Robert Schumaker	12/2/16	J0897	Injection, denosumab, 1 mg	$763.32	TN
Tennessee Cancer Specialists	Robert Schumaker	12/5/16	J0897	Injection, denosumab, 1 mg	$1,526.63	TN
Tennessee Cancer Specialists	Mitchell Martin	4/17/17	J0897	Injection, denosumab, 1 mg	$782.23	TN
Tennessee Cancer Specialists	Tracy Dobbs	4/29/15	J2505	Injection, pegfilgrastim, 6 mg	$2,744.46	TN
Tennessee Cancer Specialists	Dharmen Patel	6/26/15	J2505	Injection, pegfilgrastim, 6 mg	$2,744.46	TN
Tennessee Cancer Specialists	Yi Feng	8/5/15	J2505	Injection, pegfilgrastim, 6 mg	$2,884.03	TN
Tennessee Cancer Specialists	Yi Feng	8/31/17	J9035	Injection, bevacizumab, 10 mg	$4,107.33	TN
Tennessee Cancer Specialists	Ross Kerns	4/13/16	J9299	Injection, nivolumab, 1 mg	$4,819.90	TN
Tennessee Cancer Specialists	Daniel Ibach	2/8/17	J9299	Injection, nivolumab, 1 mg	$4,901.00	TN
Tennessee Cancer Specialists	Yi Feng	12/8/15	J9310	Injection, rituximab, 100 mg	$5,869.83	TN
Tennessee Cancer Specialists	Ross Kerns	2/9/17	J9310	Injection, rituximab, 100 mg	$4,491.91	TN
Dayton Physicians	Tarek Sabagh	6/24/15	J9035	Injection, bevacizumab, 10 mg	$4,831.73	OH
Dayton Physicians	Mridula Reddy	8/31/15	J9035	Injection, bevacizumab, 10 mg	$3,274.45	OH
Dayton Physicians	Jhansi Koduri	12/19/16	J9035	Injection, bevacizumab, 10 mg	$7,936.75	OH
Dayton Physicians	Jhansi Koduri	6/7/17	J9035	Injection, bevacizumab, 10 mg	$10,387.00	OH
Dayton Physicians	Shamim Jilani	6/13/17	J9035	Injection, bevacizumab, 10 mg	$1,442.64	OH
Dayton Physicians	Ketan Shah	4/9/18	J9035	Injection, bevacizumab, 10 mg	$4,053.64	OH
Dayton Physicians	Satheesh Kathula	6/3/16	J9299	Injection, nivolumab, 1 mg	$5,221.57	OH
Dayton Physicians	Praveena Cheruvu	6/14/18	J9299	Injection, nivolumab, 1 mg	$5,853.97	OH
Dayton Physicians	Praveena Cheruvu	6/14/18	J9299	Injection, nivolumab, 1 mg	$106.44	OH
Dayton Physicians	Ketan Shah	8/14/15	J9310	Injection, rituximab, 100 mg	$4,688.74	OH
Dayton Physicians	Praveena Cheruvu	8/10/16	J9310	Injection, rituximab, 100 mg	$4,343.21	OH
Dayton Physicians	Satheesh Kathula	2/6/17	J9310	Injection, rituximab, 100 mg	$5,133.61	OH
Dayton Physicians	Rebecca Paessun	12/1/15	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$4,040.87	OH
Dayton Physicians	Ketan Shah	4/15/16	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$3,234.00	OH
Dayton Physicians	Ketan Shah	4/20/16	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$984.26	OH
Dayton Physicians	Ketan Shah	4/29/16	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$1,265.47	OH
MHP	Neil Alperin	4/7/15	J1745	Injection, infliximab, excludes biosimilar, 10 mg	$3,598.89	MI

MHP	Anthony Baron	12/29/15	J1745	Injection, infliximab, excludes biosimilar, 10 mg	$2,469.85	MI
MHP	Neil Alperin	4/14/16	J1745	Injection, infliximab, excludes biosimilar, 10 mg	$5,117.70	MI
MHP	Martin Tapia Postigo	6/17/16	J2505	Injection, pegfilgrastim, 6 mg	$3,056.36	MI
MHP	Padmaja Venuturumilli	2/7/17	J2505	Injection, pegfilgrastim, 6 mg	$3,227.90	MI
MHP	Savitha Balaraman	2/8/17	J2505	Injection, pegfilgrastim, 6 mg	$3,227.90	MI
MHP	Savitha Balaraman	6/6/16	J9035	Injection, bevacizumab, 10 mg	$2,225.31	MI
MHP	Savitha Balaraman	6/6/16	J9035	Injection, bevacizumab, 10 mg	$6,675.92	MI
MHP	Ayham Al Ashkar	12/19/17	J9035	Injection, bevacizumab, 10 mg	$8,722.94	MI
MHP	George Howard	2/12/18	J9299	Injection, nivolumab, 1 mg	$5,040.24	MI
MHP	Mitchell Folbe	2/13/18	J9299	Injection, nivolumab, 1 mg	$2,100.10	MI
MHP	Jeffrey Margolis	4/11/18	J9299	Injection, nivolumab, 1 mg	$5,108.92	MI
MHP	Matthew Cotant	6/27/18	J9310	Injection, rituximab, 100 mg	$6,235.27	MI
MHP	Michael Berkovic	6/27/18	J9310	Injection, rituximab, 100 mg	$4,849.65	MI
MHP	Laura Nadeau	8/17/18	J9310	Injection, rituximab, 100 mg	$3,587.96	MI
MHP	Anthony Baron	8/21/18	J9310	Injection, rituximab, 100 mg	$7,175.92	MI
Health First	Joseph Mcclure	4/22/15	J0897	Injection, denosumab, 1 mg	$1,383.63	FL
Health First	Kenneth Neely	4/30/15	J0897	Injection, denosumab, 1 mg	$691.82	FL
Health First	Joseph Mcclure	4/30/15	J0897	Injection, denosumab, 1 mg	$1,383.63	FL
Health First	Michael Shapiro	6/9/15	J0897	Injection, denosumab, 1 mg	$691.82	FL
Health First	Ana Restrepo	6/17/16	J0897	Injection, denosumab, 1 mg	$1,468.59	FL
Health First	Joseph Mcclure	6/17/16	J0897	Injection, denosumab, 1 mg	$1,468.59	FL
Health First	Solomon Zimm	4/29/16	J2505	Injection, pegfilgrastim, 6 mg	$3,056.36	FL
Health First	Cynthia Bryant	4/21/17	J2505	Injection, pegfilgrastim, 6 mg	$3,286.01	FL
Health First	Solomon Zimm	8/8/17	J2505	Injection, pegfilgrastim, 6 mg	$3,329.84	FL
Health First	Solomon Zimm	4/3/18	J2505	Injection, pegfilgrastim, 6 mg	$3,528.69	FL
Health First	Joseph Mcclure	8/23/17	J9271	Injection, pembrolizumab, 1 mg	$7,397.51	FL
Health First	Ashish Dalal	8/24/17	J9271	Injection, pembrolizumab, 1 mg	$7,878.35	FL
Health First	Ashish Dalal	12/21/18	J9271	Injection, pembrolizumab, 1 mg	$7,738.24	FL
Health First	Delori Dulany	6/4/18	J9299	Injection, nivolumab, 1 mg	$5,108.92	FL
Health First	Germaine Blaine	6/4/18	J9299	Injection, nivolumab, 1 mg	$10,217.84	FL
Health First	Firas Muwalla	6/6/18	J9299	Injection, nivolumab, 1 mg	$6,215.85	FL
Health First	Simon Vinarsky	6/13/18	J9299	Injection, nivolumab, 1 mg	$10,217.84	FL
Health First	Simon Vinarsky	6/14/18	J9299	Injection, nivolumab, 1 mg	$10,217.84	NJ
Health First	Simon Vinarsky	6/14/18	J9299	Injection, nivolumab, 1 mg	$10,217.84	FL
Health First	Lee Scheinbart	8/26/15	J9310	Injection, rituximab, 100 mg	$4,688.74	FL

Health First	Simon Vinarsky	8/28/15	J9310	Injection, rituximab, 100 mg	$3,516.55	FL
Health First	Simon Vinarsky	6/17/16	J9310	Injection, rituximab, 100 mg	$603.59	FL
Health First	Firas Muwalla	6/22/16	J9310	Injection, rituximab, 100 mg	$4,828.75	FL
Alabama Oncology	Joanne Rossman	6/2/16	J0897	Injection, denosumab, 1 mg	$734.29	AL
Alabama Oncology	Katisha Vance	6/2/16	J0897	Injection, denosumab, 1 mg	$1,468.59	AL
Alabama Oncology	John Piede	2/22/17	J0897	Injection, denosumab, 1 mg	$1,553.92	AL
Alabama Oncology	John Piede	12/5/17	J0897	Injection, denosumab, 1 mg	$1,630.59	AL
Alabama Oncology	John Piede	4/13/18	J0897	Injection, denosumab, 1 mg	$843.76	AL
Alabama Oncology	Joanne Rossman	4/1/15	J1568	Injection, immune globulin, (octagam), intravenous, non-lyophilized (e.g., liquid), 500 mg	$2,543.48	AL
Alabama Oncology	John Piede	4/28/15	J1568	Injection, immune globulin, (octagam), intravenous, non-lyophilized (e.g., liquid), 500 mg	$1,589.68	AL
Alabama Oncology	Cara Bondly	6/6/16	J1568	Injection, immune globulin, (octagam), intravenous, non-lyophilized (e.g., liquid), 500 mg	$1,438.04	AL
Alabama Oncology	Stephen Beck	6/16/16	J1568	Injection, immune globulin, (octagam), intravenous, non-lyophilized (e.g., liquid), 500 mg	$2,157.07	AL
Alabama Oncology	Cara Bondly	6/28/16	J1568	Injection, immune globulin, (octagam), intravenous, non-lyophilized (e.g., liquid), 500 mg	$2,157.07	AL
Alabama Oncology	Ira Gore	2/16/17	J1568	Injection, immune globulin, (octagam), intravenous, non-lyophilized (e.g., liquid), 500 mg	$2,220.16	AL
Alabama Oncology	Stephen Beck	6/4/18	J1568	Injection, immune globulin, (octagam), intravenous, non-lyophilized (e.g., liquid), 500 mg	$3,895.57	AL
Alabama Oncology	Brian Adler	4/19/16	J2505	Injection, pegfilgrastim, 6 mg	$3,056.36	AL
Alabama Oncology	James Evans	6/23/16	J2505	Injection, pegfilgrastim, 6 mg	$3,056.36	AL
Alabama Oncology	Katisha Vance	12/30/16	J2505	Injection, pegfilgrastim, 6 mg	$3,167.90	AL
Alabama Oncology	Daniel Allendorf	4/11/17	J2505	Injection, pegfilgrastim, 6 mg	$3,286.01	AL
Alabama Oncology	Cara Bondly	6/2/17	J2505	Injection, pegfilgrastim, 6 mg	$3,286.01	AL
Alabama Oncology	Kevin Windsor	6/20/17	J2505	Injection, pegfilgrastim, 6 mg	$3,286.01	AL
Alabama Oncology	Cara Bondly	8/4/17	J2505	Injection, pegfilgrastim, 6 mg	$3,329.84	AL
Alabama Oncology	Shailendra Lakhanpal	12/11/17	J9035	Injection, bevacizumab, 10 mg	$1,768.16	AL
Alabama Oncology	Cara Bondly	4/3/18	J9035	Injection, bevacizumab, 10 mg	$5,324.18	AL
Alabama Oncology	Shailendra Lakhanpal	4/9/18	J9035	Injection, bevacizumab, 10 mg	$2,117.57	AL
Alabama Oncology	Cara Bondly	6/13/18	J9035	Injection, bevacizumab, 10 mg	$6,897.23	AL
Alabama Oncology	Jimmie Harvey	8/7/18	J9035	Injection, bevacizumab, 10 mg	$10,509.53	AL
Alabama Oncology	John Piede	12/30/15	J9310	Injection, rituximab, 100 mg	$4,695.87	AL
Alabama Oncology	Jimmie Harvey	6/8/16	J9310	Injection, rituximab, 100 mg	$3,621.56	AL
Alabama Oncology	Kent Tucker	6/8/17	J9310	Injection, rituximab, 100 mg	$4,490.88	AL
South Carolina Oncology	Mary Ackerman	4/23/15	J0897	Injection, denosumab, 1 mg	$1,383.63	SC
South Carolina Oncology	Scott Sommers	4/24/15	J0897	Injection, denosumab, 1 mg	$1,383.63	SC
South Carolina Oncology	Mohamed El Geneidy	6/3/15	J0897	Injection, denosumab, 1 mg	$1,383.63	SC
South Carolina Oncology	Charles Butler	2/23/16	J0897	Injection, denosumab, 1 mg	$1,457.20	SC

South Carolina Oncology	Charles Butler	12/28/16	J0897	Injection, denosumab, 1 mg	$1,526.63	SC
South Carolina Oncology	Woodrow Coker	2/19/18	J0897	Injection, denosumab, 1 mg	$1,669.82	SC
South Carolina Oncology	Charles Butler	4/7/15	J2505	Injection, pegfilgrastim, 6 mg	$2,744.46	SC
South Carolina Oncology	Phillip Baldwin	2/29/16	J2505	Injection, pegfilgrastim, 6 mg	$3,001.23	SC
South Carolina Oncology	Fred Kudrik	2/22/17	J2505	Injection, pegfilgrastim, 6 mg	$3,227.90	SC
South Carolina Oncology	Rudolph Wise	6/9/15	J9035	Injection, bevacizumab, 10 mg	$8,052.90	SC
South Carolina Oncology	James Williams	12/10/15	J9035	Injection, bevacizumab, 10 mg	$4,911.19	SC
South Carolina Oncology	William Merritt	4/11/17	J9035	Injection, bevacizumab, 10 mg	$6,866.96	SC
South Carolina Oncology	Mary Ackerman	4/12/17	J9035	Injection, bevacizumab, 10 mg	$2,308.22	SC
South Carolina Oncology	Scott Sommers	12/5/16	J9271	Injection, pembrolizumab, 1 mg	$7,290.42	SC
South Carolina Oncology	Charles Butler	8/24/17	J9271	Injection, pembrolizumab, 1 mg	$7,397.51	SC
South Carolina Oncology	Mohamed El Geneidy	8/8/18	J9271	Injection, pembrolizumab, 1 mg	$7,616.40	SC
South Carolina Oncology	Fred Kudrik	8/16/18	J9271	Injection, pembrolizumab, 1 mg	$7,616.40	SC
South Carolina Oncology	Charles Butler	12/28/15	J9310	Injection, rituximab, 100 mg	$4,108.88	SC
South Carolina Oncology	Fred Kudrik	2/17/16	J9310	Injection, rituximab, 100 mg	$4,220.35	SC
South Carolina Oncology	Woodrow Coker	6/12/17	J9310	Injection, rituximab, 100 mg	$5,132.43	SC
Tennessee Oncology	Chirag Amin	4/20/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$1,460.59	TN
Tennessee Oncology	Mark Mainwaring	6/10/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$876.36	TN
Tennessee Oncology	Mainuddin Ahmed	6/23/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$175.27	TN
Tennessee Oncology	James Peyton	12/30/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$1,372.31	TN
Tennessee Oncology	Rohit Patel	2/24/16	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$650.72	TN
Tennessee Oncology	Victor Gian	6/3/16	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$973.96	TN
Tennessee Oncology	Laura Mcclure Barnes	6/9/16	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$1,623.27	TN
Tennessee Oncology	David Spigel	12/23/15	J2505	Injection, pegfilgrastim, 6 mg	$2,957.87	TN
Tennessee Oncology	Jia Bi	4/22/16	J2505	Injection, pegfilgrastim, 6 mg	$3,056.36	TN
Tennessee Oncology	Benjamin Nadeau	2/2/17	J2505	Injection, pegfilgrastim, 6 mg	$3,227.90	TN
Tennessee Oncology	William Liggett	4/12/17	J2505	Injection, pegfilgrastim, 6 mg	$3,286.01	TN
Tennessee Oncology	Rohit Patel	4/11/18	J2505	Injection, pegfilgrastim, 6 mg	$3,528.69	TN
Tennessee Oncology	William Liggett	2/7/17	J9299	Injection, nivolumab, 1 mg	$4,901.00	TN
Tennessee Oncology	Jeremy Mcduffie	6/29/17	J9299	Injection, nivolumab, 1 mg	$4,972.70	TN
Tennessee Oncology	Kent Shih	2/19/18	J9299	Injection, nivolumab, 1 mg	$5,040.24	TN
Tennessee Oncology	Todd Bauer	2/27/18	J9299	Injection, nivolumab, 1 mg	$5,040.24	TN
Tennessee Oncology	Yanjun Ma	8/8/18	J9299	Injection, nivolumab, 1 mg	$10,218.97	TN
Tennessee Oncology	Mark Mainwaring	6/3/16	J9310	Injection, rituximab, 100 mg	$4,828.75	TN

Tennessee Oncology	Michael Hemphill	2/28/17	J9310	Injection, rituximab, 100 mg	$5,133.61	TN
Tennessee Oncology	William Penley	4/3/18	J9310	Injection, rituximab, 100 mg	$5,542.46	TN
Tennessee Oncology	Jesus Berdeja	8/2/18	J9310	Injection, rituximab, 100 mg	$6,458.33	TN
Tennessee Oncology	Derek Holland	6/12/15	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$3,474.04	TN
Tennessee Oncology	Gregory Sutton	07/30/19	J9271	Injection, pembrolizumab, 1 mg	$7,774.77	GA
Tennessee Oncology	Derek Holland	12/30/21	J9299	Injection, nivolumab, 1 mg	$5,541.70	GA
Clearview Cancer	Purvi Shah	2/2/15	J0897	Injection, denosumab, 1 mg	$654.90	AL
Clearview Cancer	Brian Mathews	6/24/15	J0897	Injection, denosumab, 1 mg	$1,383.63	AL
Clearview Cancer	Surrinder Dang	8/7/15	J0897	Injection, denosumab, 1 mg	$1,423.43	AL
Clearview Cancer	Surrinder Dang	8/19/15	J0897	Injection, denosumab, 1 mg	$1,423.43	AL
Clearview Cancer	Diego Bedoya	12/22/15	J0897	Injection, denosumab, 1 mg	$716.65	AL
Clearview Cancer	Marshall Schreeder	12/22/15	J0897	Injection, denosumab, 1 mg	$1,433.31	AL
Clearview Cancer	Sammy Becdach	2/19/18	J0897	Injection, denosumab, 1 mg	$1,669.82	AL
Clearview Cancer	Surrinder Dang	2/20/18	J0897	Injection, denosumab, 1 mg	$441.54	AL
Clearview Cancer	Surrinder Dang	12/10/15	J2505	Injection, pegfilgrastim, 6 mg	$2,957.87	AL
Clearview Cancer	John Waples	2/17/16	J2505	Injection, pegfilgrastim, 6 mg	$3,001.23	AL
Clearview Cancer	John Waples	2/17/17	J2505	Injection, pegfilgrastim, 6 mg	$3,227.90	AL
Clearview Cancer	Surrinder Dang	2/27/17	J2505	Injection, pegfilgrastim, 6 mg	$3,227.90	AL
Clearview Cancer	Surrinder Dang	8/11/17	J2505	Injection, pegfilgrastim, 6 mg	$3,329.84	AL
Clearview Cancer	Ehab El-Bahesh	2/6/18	J2505	Injection, pegfilgrastim, 6 mg	$3,482.77	AL
Clearview Cancer	John Waples	4/2/18	J2505	Injection, pegfilgrastim, 6 mg	$3,528.69	AL
Clearview Cancer	Surrinder Dang	8/27/15	J9035	Injection, bevacizumab, 10 mg	$6,548.91	AL
Clearview Cancer	Jeremy Hon	8/31/15	J9035	Injection, bevacizumab, 10 mg	$2,182.97	AL
Clearview Cancer	Diego Bedoya	8/2/16	J9035	Injection, bevacizumab, 10 mg	$3,226.61	AL
Clearview Cancer	John Waples	8/2/16	J9035	Injection, bevacizumab, 10 mg	$1,924.64	TN
Clearview Cancer	Philip Mcgee	12/13/16	J9299	Injection, nivolumab, 1 mg	$4,904.20	AL
Clearview Cancer	Brian Mathews	12/15/16	J9299	Injection, nivolumab, 1 mg	$2,043.42	AL
Clearview Cancer	Jeremy Hon	8/11/17	J9299	Injection, nivolumab, 1 mg	$2,071.48	AL
Clearview Cancer	Philip Mcgee	4/14/15	J9310	Injection, rituximab, 100 mg	$4,017.08	AL
Clearview Cancer	John Waples	2/10/16	J9310	Injection, rituximab, 100 mg	$4,167.56	AL
Clearview Cancer	Diego Bedoya	4/21/17	J9310	Injection, rituximab, 100 mg	$5,773.98	AL
cCare	Ravi Rao	4/21/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$1,460.59	CA
cCare	Robert Lemon	4/21/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$876.36	CA
cCare	Ravi Rao	6/16/15	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$1,460.59	CA
cCare	James Sinclair	2/4/16	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$650.72	CA
cCare	Sachin Gupta	2/16/16	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$1,626.80	CA

cCare	Leonard Hackett	4/24/18	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$592.55	CA
cCare	Alberto Bessudo	6/1/18	J0881	Injection, darbepoetin alfa, 1 microgram (non-esrd use)	$888.82	CA
cCare	Alberto Bessudo	8/12/15	J2505	Injection, pegfilgrastim, 6 mg	$2,884.03	CA
cCare	Robert Lemon	8/29/16	J2505	Injection, pegfilgrastim, 6 mg	$3,125.73	CA
cCare	Abdul Haseeb	12/7/17	J2505	Injection, pegfilgrastim, 6 mg	$3,387.45	CA
cCare	James Sinclair	12/26/18	J2505	Injection, pegfilgrastim, 6 mg	$3,675.17	CA
cCare	Abdul Haseeb	4/8/15	J9035	Injection, bevacizumab, 10 mg	$2,147.43	CA
cCare	Sachin Gupta	2/25/16	J9035	Injection, bevacizumab, 10 mg	$3,887.81	CA
cCare	Alberto Bessudo	4/3/17	J9035	Injection, bevacizumab, 10 mg	$6,174.49	CA
cCare	Sachin Gupta	8/25/17	J9299	Injection, nivolumab, 1 mg	$4,971.56	CA
cCare	Joseph Pascuzzo	4/11/18	J9299	Injection, nivolumab, 1 mg	$5,108.92	CA
cCare	Alberto Bessudo	4/19/18	J9299	Injection, nivolumab, 1 mg	$5,108.92	CA
cCare	Ravi Rao	2/23/15	J9310	Injection, rituximab, 100 mg	$3,981.19	CA
cCare	Robert Lemon	8/22/16	J9310	Injection, rituximab, 100 mg	$3,722.76	CA
cCare	Sachin Gupta	12/27/18	J9310	Injection, rituximab, 100 mg	$5,769.32	CA
Northwest Medical	Sasha Joseph	4/22/15	J9035	Injection, bevacizumab, 10 mg	$4,831.73	WA
Northwest Medical	Jorge Chaves	8/23/16	J9035	Injection, bevacizumab, 10 mg	$4,528.57	WA
Northwest Medical	Francis Senecal	8/23/17	J9035	Injection, bevacizumab, 10 mg	$4,811.44	WA
Northwest Medical	Debra Morris	4/14/16	J9271	Injection, pembrolizumab, 1 mg	$10,748.40	WA
Northwest Medical	Francis Senecal	2/10/17	J9271	Injection, pembrolizumab, 1 mg	$7,297.63	WA
Northwest Medical	Jorge Chaves	8/24/18	J9271	Injection, pembrolizumab, 1 mg	$7,616.40	WA
Northwest Medical	Ludmila Martin	8/2/16	J9299	Injection, nivolumab, 1 mg	$584.18	WA
Northwest Medical	Andrea Veatch	12/14/16	J9299	Injection, nivolumab, 1 mg	$4,086.84	WA
Northwest Medical	Francis Senecal	8/24/17	J9299	Injection, nivolumab, 1 mg	$4,142.97	WA
Northwest Medical	Jorge Chaves	12/15/17	J9299	Injection, nivolumab, 1 mg	$4,202.87	WA
Northwest Medical	Jorge Chaves	12/15/17	J9299	Injection, nivolumab, 1 mg	$4,202.87	WA
Northwest Medical	Ellen Hanisch	2/25/16	J9310	Injection, rituximab, 100 mg	$4,220.35	WA
Northwest Medical	Andrea Veatch	2/29/16	J9310	Injection, rituximab, 100 mg	$5,426.16	WA
Northwest Medical	Andrea Veatch	6/14/16	J9310	Injection, rituximab, 100 mg	$4,225.15	WA
Northwest Medical	Sasha Joseph	8/19/16	J9310	Injection, rituximab, 100 mg	$4,963.67	WA
Northwest Medical	Francis Senecal	8/11/17	J9310	Injection, rituximab, 100 mg	$5,943.94	WA
Northwest Medical	Saifuddin Kasubhai	12/22/15	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$3,082.03	WA
Northwest Medical	Francis Senecal	12/13/16	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$3,465.57	WA
Northwest Medical	Susan Jouflas	8/7/18	J9355	Injection, trastuzumab, excludes biosimilar, 10 mg	$3,415.55	WA