

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS); and the Defense Health Agency (DHA), acting on behalf of the TRICARE Program (collectively, the “United States”), Doctors Hospital 1997 L.P., d/b/a United Memorial Medical Center LLC (UMMC), Ravishanker Mallapuram (Mallapuram), Syed R. Mohiuddin (Mohiuddin) and Ryan Griffin (Relator) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. UMMC formerly operated hospitals in locations in and around the city of Houston, Texas. UMMC was terminated from Medicare on January 11, 2022.

B. Ravishanker Mallapuram is one of the owners of UMMC and has served on UMMC’s Governing Board. Mr. Mallapuram agrees herein to make settlement payments to the United States in order to reduce UMMC’s obligations to the United States. Mr. Mallapuram has provided financial statements on which the United States has relied in entering into this Agreement.

C. Syed R. Mohiuddin is the interim President and CEO of UMMC and has served on its UMMC’s Governing Board. Mr. Mohiuddin has provided financial statements on which the United States has relied in entering into this Agreement.

D. On July 15, 2021, Relator Ryan Griffin filed a qui tam action in the United States District Court for the Southern District of Texas captioned *United States et al. ex rel. Ryan Griffin v. Mediscope Global Services Pvt Ltd., et al*, 3:21-cv-183, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action).

E. The United States contends that UMMC submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); and the Health Resources and Services Administration (HRSA) COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program.

F. The United States contends that it has certain civil claims against UMMC for engaging in the following conduct:

- (1) From July 1, 2018 through December 31, 2020, UMMC (a) knowingly or recklessly submitted or caused to be submitted false claims to the Medicare and Tricare programs for inpatient cost outlier payments by rapidly increasing its charges for inpatient care and significantly underreporting its charges on Medicare cost reports such that, when adjusted to costs pursuant to the cost outlier statute and regulations (42 USC § 1395ww(d)(5)(A)(ii) et seq. and 42 CFR § 412.84), these charges no longer reasonably reflected or approximated UMMC’s actual costs; and (b) knowingly or recklessly concealed and improperly avoided its obligation to adequately reimburse the Medicare and Tricare programs for any excessive cost outlier payments that it received due to the above conduct; and
- (2) From July 1, 2020 through April 30, 2021, UMMC knowingly or recklessly submitted false claims to HRSA’s COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program for COVID-19 testing services rendered to patients, submitted duplicate claims to the state of Texas and/or the city of Houston for those same COVID-19 tests, additionally received reimbursement from the state of Texas and/or the city of Houston for those

testing services for which UMMC requested payment from the Uninsured Program, and failed to return to HHS those duplicate payments.

That conduct is referred to below as the “Covered Conduct.”

G. This Agreement is neither an admission of liability by UMMC, or its partners, officers, agents and employees, nor a concession by the United States that its claims are not well founded.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relator’s reasonable expenses, attorneys’ fees and costs.

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

TERMS AND CONDITIONS

1. Ravishanker Mallapuram (Mallapuram), shall pay the United States an amount consisting of cash payments totaling \$2 million (plus interest), as well as up to two additional Contingent Payments as defined herein (together, the Settlement Amount), of which the entire Settlement Amount is restitution. Mallapuram shall be personally liable for any unpaid portion of the Settlement Amount (i) to the extent he fails to discharge any of the obligations set forth in this Paragraph and (ii) upon the occurrence of an Uncured Default as defined herein. The Settlement Amount payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the U.S. Attorney’s Office for the Southern District of Texas. The specific obligations to pay the Settlement Amount are as follows:

a. Mallapuram shall pay, and UMMC shall guarantee the payment of, \$2,000,000.00 in principal, plus simple interest of 4.25 percent per annum from September 20, 2023, as follows:

(i) an initial payment of \$250,000.00 in principal, plus the interest accrued at that time, shall be made within 30 days of the Effective Date of this Agreement, (ii) a payment of \$437,500.00, plus accrued interest, shall be paid within six months of the Effective Date of this Agreement; (iii) a payment of \$437,500.00, plus accrued interest, shall be paid within 12 months of the Effective Date of this Agreement; (iv) a payment of \$437,500.00, plus accrued interest, shall be paid within 18 months of the Effective Date of this Agreement; and (v) a payment of \$437,500.00, plus accrued interest, shall be paid within 24 months of the Effective Date of this Agreement;

b. Contingent Payments: Mallapuram shall, in addition to the payments set forth above in Paragraph 1.a, make up to two contingent payments (“Contingent Payments”) to the United States, and UMMC shall guarantee the making of these payments, as follows: Mallapuram shall make his best efforts to sell the properties at 12280 Broadway Street, Pearland, TX 77584, and 4434 Cypress Creek Parkway, Houston, TX 77068 (collectively, the Properties) within two years after the Effective Date of this Agreement. Best efforts shall include, but not be limited to, continuously listing the Properties for sale at a price recommended by a licensed real estate broker and, if necessary, reducing the listing price of the Properties at least quarterly in an amount that is deemed by a licensed real estate broker to be reasonably necessary to sell the Properties. Mallapuram shall not further encumber the Properties with any mortgages, lines of credit, or other debts or liens, other than those identified in the financial disclosure statements provided to the United States prior to September 12, 2023, and the additional August 8, 2023 loan financing renovations under a Sales Agreement for the 4434 Cypress Creek Parkway Property, previously disclosed to the United States. In addition, Mallapuram also agrees that he will keep and maintain the Properties in good condition and repair, and that he will maintain any insurance coverage levels that he had in place as of the date he submitted the above-referenced financial disclosure statements identifying his ownership interests in the Properties. Both prior

to, and upon the sale of the Properties, Mallapuram or his designated agent shall provide to the Civil Division of the U.S. Attorney's Office for the Southern District of Texas quarterly written reports on the status of the efforts to sell the Properties, the name and contact information for the real estate broker(s), the number of offers received, the terms of any such offers, and the reasons that any such offers were not accepted. If either of the Properties are sold within two years after the Effective Date of this Agreement, Mallapuram shall pay to the United States, (i) in the case of the Broadway Street property, 50 percent of the extent to which the gross sales price exceeds \$1,012,160.00, and (ii) in the case of the Cypress Creek Parkway property, 50 percent of the extent to which the gross sales price exceeds \$3,053,878.00. To the extent that the Properties have NOT been sold within two years after the Effective Date of this Agreement, Mallapuram shall pay to the United States (i) in the case of the Broadway Street property, 50 percent of the then-current gross appraised value of that property exceeding \$1,012,160.00, and (ii) in the case of the Cypress Creek Parkway property, 50 percent of the then-current gross appraised value of that property exceeding \$3,053,878.00. The appraiser selected to perform any such appraisal shall be jointly selected by Mallapuram and the United States. Any payment due to the United States under this Paragraph 1.b shall be paid to the Civil Division of the Office of the U.S. Attorney for the Southern District of Texas no later than 10 business days after the closing date for the sale of the relevant Property. Payments to the United States under this Paragraph 1.b. are referred to below as the Contingent Payments.

2. Conditioned upon the United States receiving the Settlement Amount payments, the United States agrees that it shall pay to Relator by electronic funds transfer 16.5 percent of each such payment received under the Agreement (Relator's Share) as soon as feasible after receipt of the payment.

3. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 9 (concerning disclosure of assets), Paragraph 17 (concerning default), and Paragraph 18 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, including interest as set forth above in Paragraph 1, the United States releases UMMC from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 6 below, and subject to Paragraph 9 (concerning disclosure of assets), Paragraph 17 (concerning default), and Paragraph 18 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, including interest as set forth above in Paragraph 1, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, hereby releases and forever discharges UMMC, and its partners, officers, agents, and employees, as follows:

- a) Release for the benefit of Signatories to this Agreement: Upon the United States' receipt of the Settlement Amount, including any applicable interest as detailed in Paragraph 1, and subject to the stipulations in Paragraphs 6 (exceptions), 9 (disclosure of assets), 17 (default), and 18 (bankruptcy), the Relator, for himself and on behalf of his heirs, successors, attorneys, agents, and assigns, hereby releases and forever discharges the Signatories to this Agreement—UMMC, Mallapuram, and Mohiuddin—from any and all claims, whether known or unknown, that were in existence and could have been asserted in his individual capacity, or on behalf of the United States, the State of Texas, or any other State, as of the date of this settlement, including, but not

limited to, claims arising from the Covered Conduct and Relator's investigation and prosecution thereof, and specifically those related to the civil monetary claims under the False Claims Act, 31 U.S.C. §§ 3729-3733, the Texas Medicaid Fraud Prevention Act, state false claims acts, and any other relevant common law or statutory provisions regarding payments made by a governmental entity. The releases in Subparagraph 4.b. below and any limitations therein do not apply to claims released by Relator for the benefit of any of the Signatories to this Agreement, which are covered solely under this Subparagraph 4.a.

b) Releases for the benefit of non-Signatories to this Agreement:

- i) Upon the United States' receipt of the Settlement Amount, including any applicable interest as detailed in Paragraph 1, and subject to the stipulations in Paragraphs 6 (exceptions), 9 (disclosure of assets), 17 (default), and 18 (bankruptcy), the Relator, for himself and on behalf of his heirs, successors, attorneys, agents, and assigns, hereby releases and forever discharges UMMC's partners, officers, agents, and employees from any and all claims arising in the capacity of the foregoing as a partner, officer, agent, and/or employee of UMMC, whether known or unknown, that were in existence and could have been asserted in his individual capacity, or on behalf of the United States, the State of Texas, or any other State, as of the date of this settlement, including, but not limited to, claims arising from the Covered Conduct and Relator's investigation and prosecution thereof, and specifically those related to the civil monetary claims under the False Claims Act, 31 U.S.C. §§ 3729-3733, the Texas Medicaid Fraud Prevention Act, state false claims acts, and any other

relevant common law or statutory provisions regarding payments made by a governmental entity.

- ii) Upon the United States' receipt of the Settlement Amount, including any applicable interest as detailed in Paragraph 1, and subject to the stipulations in Paragraphs 6 (exceptions), 9 (disclosure of assets), 17 (default), and 18 (bankruptcy), the Relator, for himself and on behalf of his heirs, successors, attorneys, agents, and assigns, hereby releases and forever discharges UMMC's partners, officers, agents, and employees from any and all claims not subject to the release in Subparagraph 4.b.i, whether known or unknown, that were in existence and could have been asserted in Relator's individual capacity, or on behalf of the United States, the State of Texas, or any other State, as of the date of this settlement, including, but not limited to, claims arising from the Covered Conduct and Relator's investigation and prosecution thereof, and specifically those related to the civil monetary claims under the False Claims Act, 31 U.S.C. §§ 3729-3733, the Texas Medicaid Fraud Prevention Act, state false claims acts, and any other relevant common law or statutory provisions regarding payments made by a governmental entity; provided however that nothing in this Subparagraph 4.b.ii. shall preclude Relator from asserting a counterclaim in response to a claim arising from conduct occurring before the date of this settlement and brought against Relator by a UMMC partner, officer, agent, or employee. The limitations in this Subparagraph do not apply to claims released subject to Subparagraph 4.a. or 4.b.i.

5. In compromise and settlement of the rights of OIG-HHS to exclude UMMC pursuant to 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, UMMC agrees to be

excluded under this statutory provision from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of 10 years. The exclusion shall be effective upon the Effective Date of this Agreement.

a. Such exclusion shall have national effect. Federal health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by UMMC in any capacity while UMMC is excluded. This payment prohibition applies to UMMC and all other individuals and entities (including, for example, anyone who employs or contracts with UMMC, and any hospital or other provider where UMMC provides services). The exclusion applies regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusion may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. UMMC further agrees to hold the Federal health care programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the exclusion. UMMC waives any further notice of the exclusion and agrees not to contest such exclusion either administratively or in any state or federal court.

b. Reinstatement to program participation is not automatic. If UMMC wishes to be reinstated, UMMC must submit a written request for reinstatement to the OIG in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to the OIG no earlier than 90 days prior to the expiration of the 10-year period of exclusion. Reinstatement becomes effective upon application by UMMC, approval of the application by the OIG, and notice of reinstatement by the OIG. Obtaining another license, moving to another state, or obtaining a provider number from

a Medicare contractor, a state agency, or a Federal health care program does not reinstate UMMC's eligibility to participate in these programs.

6. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

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

7. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt

of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases UMMC, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. UMMC, Mohiuddin and Mallapuram have provided sworn financial disclosures and supporting documents (together "Financial Disclosures") to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. UMMC, Mohiuddin and Mallapuram warrant that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which UMMC, Mohiuddin or Mallapuram had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy UMMC's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by UMMC, Mohiuddin or Mallapuram on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$100,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with this Agreement plus one hundred percent (100%) of the net value of UMMC's, Mohiuddin's, or Mallapuram's previously undisclosed

assets. UMMC, Mohiuddin and Mallapuram agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, UMMC, Mohiuddin, and Mallapuram waive and agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to UMMC, Mohiuddin, or Mallapuram that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on July 15, 2021.

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

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

12. UMMC, Mallapuram and Mohiuddin, for themselves and for each of their heirs, successors, attorneys, agents, and assigns hereby releases and fully discharges the Relator from any and all claims that were in existence as of the date of this settlement, whether known or unknown (including attorneys' fees, costs, and expenses of every kind and however denominated) that any of UMMC, Mallapuram, or Mohiuddin has asserted, could have asserted, or may assert in the future against the Relator in his individual capacity, including without limitation all claims related to the Covered Action and the Relator's investigation and prosecution thereof.

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by HRSA, any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), or any state payer, related to the Covered Conduct; and UMMC agrees not to resubmit to HRSA, any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

14. UMMC agrees to the following:

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

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

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

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by UMMC, and UMMC shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by UMMC or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: UMMC further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information

reports, or payment requests already submitted by UMMC or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. UMMC agrees that the United States, at a minimum, shall be entitled to recoup from UMMC any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by UMMC or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on UMMC or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

15. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 16 (waiver for beneficiaries paragraph), below.

16. UMMC agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

17. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to UMMC's financial condition as reflected in the Financial Disclosures referenced in Paragraph 9.

a. In the event that UMMC or Mallapuram fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, UMMC and Mallapuram shall be in Default of UMMC and Mallapuram's payment obligations ("Default"). The United States will provide a written Notice of Default, and UMMC and Mallapuram shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Agreement up to the date of payment. Notice of Default will be delivered to UMMC and Mallapuram, or to such other representative as UMMC or Mallapuram shall designate in advance in writing. If UMMC or Mallapuram fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, UMMC and Mallapuram agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against UMMC for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by UMMC (or by Mallapuram on UMMC's behalf) to the United States under

this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to UMMC and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, UMMC and Mallapuram agree immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii), the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, UMMC waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against UMMC within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on July 15, 2021. UMMC and Mallapuram agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

c. In the event of Uncured Default, OIG-HHS may exclude UMMC and Mallapuram from participating in all Federal health care programs until UMMC and Mallapuram pay the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to UMMC and Mallapuram. UMMC and Mallapuram waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and

agree not to contest such exclusion either administratively or in any state or federal court.

Reinstatement to program participation is not automatic. If at the end of the period of exclusion, UMMC and Mallapuram wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. UMMC and Mallapuram will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

18. In exchange for valuable consideration provided in this Agreement, UMMC and the Relator acknowledge the following:

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

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

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

d. If any of UMMC's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, UMMC or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of UMMC's debts, or

to adjudicate UMMC as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for UMMC or for all or any substantial part of UMMC's assets; and any such case, proceeding or other action under any law described herein is not dismissed within thirty (30) calendar days):

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

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against UMMC in the amount of \$90 million, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by UMMC, a receiver, trustee, custodian, or other similar official for UMMC;

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

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States; and

(v) Notwithstanding the above provisions of this Paragraph, nothing in this Paragraph shall release Mallapuram from his obligations to make the payments referenced in

Paragraph 1 and, if applicable, Paragraphs 9 and 17, even in the event that UMMC's payments or obligations under this Agreement are avoided or an action is brought seeking an order for relief of UMMC's debts, or to adjudicate UMMC as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian or other similar official for UMMC or any part of its assets.

f. UMMC agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 18.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. UMMC shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). UMMC waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to UMMC that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on July 15, 2021.

19. Upon receipt of the initial payment described in Paragraph 1.a.(i), above, the United States and the Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1) and to the terms and conditions of this Agreement, with prejudice as to the Relator and with prejudice to the United States as to the Covered Conduct but otherwise without prejudice as to the United States.

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

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

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

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

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

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

26. This Agreement is binding on UMMC's, Mohiuddin's and Mallapuram's successors, transferees, heirs, and assigns.

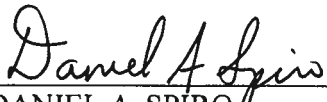
27. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

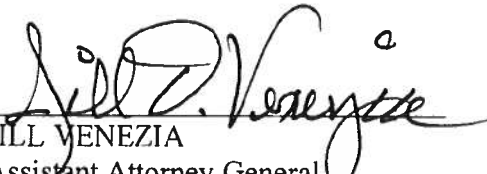
29. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 12/14/23

BY: 
DANIEL A. SPIRO
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 12/12/23

BY: 
JILL VENEZIA
Assistant Attorney General
Office of the United States Attorney
for the Southern District of Texas

DATED: _____

BY: _____
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

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

UNITED MEMORIAL MEDICAL CENTER, LLC

DATED: _____

BY: _____
RAVISHANKER MALLAPURAM
Managing Director

DATED: _____

BY: _____

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
DANIEL A. SPIRO
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
JILL VENEZIA
Assistant Attorney General
Office of the United States Attorney
for the Southern District of Texas

DATED: 12/13/23

BY: Lisa M. Re
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

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

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BY: _____
RAVISHANKER MALLAPURAM
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BY: _____
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 12/12/2023

BY: _____
BLEY.PAUL.NICHOLAS.109987382
LAS.1099873821
SALVATORE M. MAIDA
for General Counsel
Defense Health Agency
United States Department of Defense

UNITED MEMORIAL MEDICAL CENTER, LLC

DATED: _____

BY: _____
RAVISHANKER MALLAPURAM
Managing Director

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DATED: _____

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United States Department of Justice

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DATED: _____

BY: _____

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General Counsel
Defense Health Agency
United States Department of Defense

UNITED MEMORIAL MEDICAL CENTER, LLC

DATED: 12/12/2023

BY: _____

M. Rane
RAVISHANKER MALLAPURAM
Managing Director

DATED: 12/12/23

BY:

John E. Kelly
JOHN KELLY
JACKIE PAPISH
A.J. BOLAN
Barnes & Thornburg, LLP
Counsel for UMMC

RAVISHANKER MALLAPURAM

DATED: 12/12/2023

BY:

M. Mallapuram
RAVISHANKER MALLAPURAM

DATED: 12/12/23

BY:

John E. Kelly
JOHN KELLY
JACKIE PAPISH
A.J. BOLAN
Barnes & Thornburg, LLP
Counsel for Ravishanker Mallapuram

SYED R. MOHIUDDIN

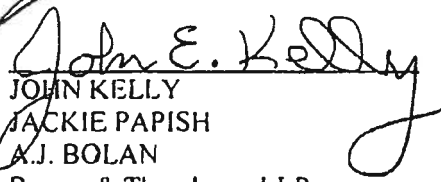
DATED: 12/13/2023 _

BY:


SYED R. MOHIUDDIN

DATED: 12/12/23

BY:


JOHN KELLY
JACKIE PAPISH
A.J. BOLAN
Barnes & Thornburg, LLP
Counsel for Syed R. Mohiuddin

RYAN GRIFFIN

DATED: _____

BY:

RYAN GRIFFIN
Relator

DATED: _____

BY:

STEVE MITBY
MICHAEL BARNHART
Mitby Pacholder Johnson PLLC
Counsel for Ryan Griffin

SYED R. MOHIUDDIN

DATED: _____

BY: _____
SYED R. MOHIUDDIN

DATED: _____


BY: _____
JOHN KELLY
JACKIE PAPISH
A.J. BOLAN
Barnes & Thornburg, LLP
Counsel for Syed R. Mohiuddin

RYAN GRIFFIN

DATED: 12/12/23

BY: 
RYAN GRIFFIN
Relator

DATED: 12/13/23

BY: 
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MICHAEL BARNHART
Mitby Pacholder Johnson PLLC
Counsel for Ryan Griffin