

SETTLEMENT AGREEMENT

This Settlement Agreement (also "Agreement") is entered into among the State of Oklahoma (the "State of Oklahoma") and Ergonomic Consultants, LLC Provider (referred to as "Provider" and Provider together with the State of Oklahoma as the "Parties").

RECITALS

A. At all relevant times, Provider contracted with the State of Oklahoma to render services to Oklahoma Medicaid Members pursuant to the State of Oklahoma Medicaid Program, 42 U.S.C. §§ 1396-1396w-8 ("Medicaid").

B. The State of Oklahoma contends that, from at least April 1, 2021, through December 9, 2025 (the "Relevant Time Period"), Provider submitted, or caused to be submitted, claims for payment to Oklahoma Medicaid that violated the Oklahoma Medicaid False Claims Act, 63 O.S. § 5053, et seq., and other laws as follows (the following conduct alleged during the Relative Time Period hereinafter referred to as "the Covered Conduct"):

a. Provider knowingly, as defined in 63 O.S. § 5053.1(A)(2), submitted false claims to the Oklahoma Health Care Authority by misrepresenting the rendering provider of occupational, speech, and physical therapy services. Specifically, Provider billed for therapy services provided by occupational therapy assistants, speech language pathology assistants, and physical therapy assistants under fully licensed supervisory therapists. As a result, Provider received 15% more in reimbursement for the services than it was entitled to receive. 63 O.S. § 5053.1(A)(2) defines knowingly to "mean that a person, with respect to information: a. has actual knowledge of the information, b. acts in deliberate ignorance of the truth or falsity of the information, or c. acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required."

b. Provider knowingly, as defined in 63 O.S. § 5053.1(A)(2), submitted false claims to the Oklahoma Health Care Authority for services rendered by two therapy providers before the therapy providers obtained contracts and authorization to render services to Oklahoma Medicaid patients. Such services were provided between April 23, 2025 and September 15, 2025 for one therapy provider and between June 29, 2021 and September 16, 2021 for the other. It also included services rendered after September 5, 2025, by occupational therapy assistants and physical therapy assistants whose contracts had expired. Provider knowingly, as defined in 63 O.S. § 5053.1(A)(2), billed the services under contracted providers to obtain reimbursement that it would not have otherwise been entitled to receive.

C. This Agreement is not an admission of liability by Provider. Provider denies the State of Oklahoma's allegations in Paragraph B and denies any wrongdoing generally and specifically.

D. The State of Oklahoma and Provider acknowledge that the claims and defenses herein are disputed, and that a court of law has not adjudicated the merits of the matters herein.

E. This Agreement is not a concession by the State of Oklahoma that its claims, as set forth in Paragraph B, are not well founded.

F. 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. Provider shall pay the State of Oklahoma \$768,710.90 (the "Settlement Amount") to resolve the Covered Conduct. The Settlement Amount reflects restitution to the State of Oklahoma for amounts received by Provider in the amount of \$512,473.93 and penalties in the amount of \$256,236.97. The Settlement Amount will be paid as follows:

- i) Provider will make monthly payments in the amount of \$192,177.72, plus accrued interest, commencing no later than the tenth (10th) calendar day after the Effective Date and continuing thereafter every thirty (30) calendar days until paid in full.
- ii) Interest will accrue on the Settlement Amount as of the Effective Date at the rate of 8.75% simple interest per annum, based on a 365-day year. The Settlement Amount will not be subject to any pre-payment penalty.

2. Subject to the exceptions in Paragraph 3, below, (concerning excluded State claims), and conditioned upon Provider's full payment of the Settlement Amount, the State of

Oklahoma releases Provider from any civil or administrative monetary claim the State of Oklahoma has for the Covered Conduct under the Oklahoma Medicaid False Claims Act, 63 O.S. § 5053, et seq.; the Oklahoma Medicaid Program Integrity Act, 56 O.S. § 1001, et seq.; or the common law theories of fraud and payment by mistake.

3. Notwithstanding any term of this Agreement, the State of Oklahoma specifically does not release Provider from any of the following liabilities:

- a. Any liability arising under Title 68 of the Oklahoma Statutes (Revenue and Taxation);
- b. Any criminal liability;
- c. Any civil or administrative liability that any person or entity has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 2 above;
- d. Any liability to the State for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Except as explicitly stated in this Agreement, any administrative liability the State of Oklahoma does not have authority to release, including mandatory or permissive exclusions from the State's Medicaid Program; and/or
- g. Any liability of individuals other than Provider.

4. Provider waives and shall not assert any defenses Provider may have to any criminal prosecution or administrative action (other than actions covered by the release in Paragraph 2 above) 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 and

Article II, § 21 of the Oklahoma Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution and Article II, § 9 of the Oklahoma Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Provided that, Provider does not waive any defense based on the fact that is returning, as restitution, the amounts that were paid for the Covered Conduct to the State of Oklahoma. Provider expressly reserves any and all other defenses not expressly waived in this Agreement.

5. Provider fully and finally releases the State of Oklahoma, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Provider asserted, could have asserted, or may assert in the future against the State of Oklahoma, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the State of Oklahoma's investigation and enforcement related thereto.

6. The Settlement Amount will not be decreased as a result of the denial of claims for payment now being withheld from payment by the Oklahoma Medicaid program, or any other state payor, for the Covered Conduct. Provider agrees not to resubmit to the Oklahoma Medicaid Program or any other government payor, any claims submitted during the Relevant Time Period that were denied because of the Covered Conduct, and agrees not to appeal any such denials of claims. The Parties agree that this Settlement Agreement does not release the State of Oklahoma, including the Oklahoma Medicaid Program, from obligations (if any) it may have to pay Provider for covered services that may have been billed before or after the Relevant Time Period.

7. 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 8 (waiver for beneficiaries paragraph), below.

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

9. Except as expressly provided herein, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

11. This Agreement is governed by the laws of the State of Oklahoma. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the District Court in and for Oklahoma County, State of Oklahoma. 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.

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

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

14. This Agreement is binding on Provider's successors, transferees, heirs, and assigns.

15. All Parties consent to the State of Oklahoma's disclosure of this Agreement, and information about this Agreement, to the public, including but not limited to any relevant governmental, quasi-governmental, or private entities to which the State of Oklahoma might have to report or disclose this Agreement or the information contained herein. Based on the information

available to the parties at this time, the parties acknowledge and agree that the State of Oklahoma is not required to make any report to the National Practitioner Data Bank in relation to this Agreement and thus will not do so.

16. 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.

[Signature Pages Follow]

AGREED:

STATE OF OKLAHOMA

Date

CHARLES DICKSON
Deputy Attorney General/Director
Medicaid Fraud Control Unit
Oklahoma Office of the Attorney General

AGREED:

PROVIDER

Date

6/22/2024


ERGONOMIC CONSULTANTS, LLC

By:

Marking Marking

Title:

Marking Marking

AGREED:

STATE OF OKLAHOMA

6/22/2026
Date



CHARLES DICKSON
Deputy Attorney General/Director
Medicaid Fraud Control Unit
Oklahoma Office of the Attorney General

AGREED:

PROVIDER

Date

ERGONOMIC CONSULTANTS, LLC

By: _____

Title: _____