

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the 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 of the Department of Health and Human Services (OIG-HHS) (collectively, the “United States”), MediSys Health Network, Inc. (MediSys Health), MediSys Management LLC (MediSys Management), Jamaica Hospital Medical Center (Jamaica), Flushing Hospital Medical Center (“Flushing”), and TJH Medical Services, P.C. (TJH) (collectively, MediSys or the Defendants), and Dr. Satish Deshpande (Relator) through their authorized representatives. Hereafter, all of the above are collectively referred to as “the Parties.”

### **RECITALS**

A. MediSys Health, which is based in Queens, New York, is a not-for-profit, tax-exempt organization, pursuant to 26 U.S.C. § 501(c)(3) (Section 501(c)(3)), and the sole corporate member of several not-for-profit, 501(c)(3) health care providers, including Jamaica and Flushing.

B. MediSys Management is a management company that provides administrative, accounting and financial management services to health care providers affiliated with MediSys Health, with its principal place of business at 80 Marcus Drive, Melville N.Y. 11747.

C. Jamaica was founded in 1891, has its principal place of business at 8900 Van Wyck Expressway, Jamaica, New York 11418, and is a 408-bed, fully accredited, not-for-profit, community teaching hospital, and is a designated Level 1 Trauma Center that serves a medically underserved community in southern Queens, New York.

D. Flushing was founded in 1884, has its principal place of business at 4500 Parsons Boulevard, Flushing, New York 11355, and is a fully accredited, not-for-profit general medical

and surgical hospital with 299 beds that serves a medically underserved community in north central Queens, New York.

E. TJH is a multi-specialty professional corporation affiliated with MediSys Health and duly incorporated in the State of New York, having its principal place of business at 89-06 135<sup>th</sup> Street, Jamaica, NY 11418.

F. At all relevant times, Jamaica and Flushing submitted or caused to be submitted claims to the Medicare Program (“Medicare”), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1.

G. On or about July 15, 2013, Relator filed an action in the United States District Court for the Eastern District of New York captioned *United States ex rel. Deshpande, et al. v. The Jamaica Hospital Medical Center, et al.*, Civil Action No. 13-CV-4030 (the “Civil Action”), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and the New York False Claims Act, N.Y. State Fin. Law § 190(2), alleging that the Defendants violated the Stark Law, 42 U.S.C. § 1395nn, and the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), by, among other things, engaging in a kickback scheme that induced Defendant TJH to refer patients to Jamaica Hospital.

H. During the course of the United States’ investigation of the Relator’s allegations, MediSys made a series of disclosures to the United States that nineteen physician compensation arrangements with practice or physicians (involving twenty-nine physicians) for call coverage (and, in one instance, for lectures) may not have been documented by MediSys as required by the Stark Law, and that nine office space lease arrangements (involving ten physicians) may not have been in compliance with the Stark Law.

I. The United States contends between July 2007 and October 2015, MediSys’ financial relationships with certain physicians violated the Stark Law. Specifically, the United

States contends that MediSys (1) provided compensation to physicians in the absence of written documentation signed by the parties, and (2) allowed physicians to use hospital space for their private medical practices without complying with the requirements of the Stark Law. The physicians, practices and time periods at issue are identified in a letter dated August 2, 2017 from the Office of the United States Attorney for the Eastern District of New York to counsel for Medisys, which this Agreement incorporates by reference. The United States further contends that because of the Stark Law violations, MediSys violated the False Claims Act, 31 U.S.C. §§ 3729-33, by submitting, or causing to be submitted, false claims to the Medicare program for services rendered by MediSys to patients that were referred to Medisys by these physicians. The United States contends that it has certain civil claims against MediSys arising from this conduct, which is referred to below as the Covered Conduct.

J. This Settlement Agreement is neither an admission of liability by MediSys, nor a concession by the United States or Relator that their claims are not well founded. MediSys denies the allegations in the Civil Action.

K. 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.

L. 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. MediSys shall pay to the United States Four Million Dollars (\$4,000,000) (the "Settlement Amount"), by electronic funds transfer pursuant to written instructions provided by the

United States Attorney's Office for the Eastern District of New York. Payments shall be made as follows:

- a. MediSys shall pay to the United States the sum of \$2,700,000 within one year after the Execution Date of this Agreement or within 30 days after MediSys obtains the proceeds from the sale of the property located at 130-20 Farmers Blvd., Springfield Gardens, New York ("Farmers Property"), whichever is sooner, or within 10 days of the Execution Date of this Agreement if MediSys has received the proceeds from the sale of the Farmers Property at the time of execution;
  - b. MediSys shall pay to the United States the sum of \$700,000 within 18 months after the Execution Date of this Agreement or within 30 days after MediSys obtains the proceeds from the sale of the property located at 164-01 Goethals Ave., Jamaica, New York ("Goethals Property"), whichever is sooner, or within 10 days of the Execution Date of this Agreement if MediSys has received the proceeds from the sale of the Goethals Property at the time of execution;
  - c. Commencing on January 15, 2019, MediSys shall pay to the United States eight quarterly payments of \$75,000, plus interest at a rate of 2.375% per annum beginning April 25, 2017, until the date each payment is made.
2. Upon receipt of the payments described in Paragraph 1, and as soon as feasible after receipt, the United States shall pay 15 percent of each payment received from MediSys to the Relator by electronic funds transfer.
  3. Defendants shall pay \$49,848 to Relator for his reasonable attorney's fees and costs, pursuant to 31 U.S.C. § 3730(d)(1), no later than ten days after the Effective Date of this agreement.

4. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon MediSys' full payment of the Settlement Amount, the United States releases MediSys, together with MediSys' current and former parents, affiliates, divisions, subsidiaries, successors, and assigns, 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 provisions of the Stark Law, 42 U.S.C. §§ 1395nn(g)(3) and (g)(4); the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provision creating a cause of action for civil damages or civil penalties for which the Civil Division of the Department of Justice has actual and present authority to assert and compromise claims pursuant to 28 C.F.R. Part O, Subpart I. 0.45(d); and the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Conditioned upon Defendants' full payment of the Settlement Amount, Relator, for himself and for his heirs, executors, representatives, successors, attorneys, agents, and assigns (together, with the Relator, the "Relator Releasers"), agrees to fully and finally release, waive, and forever discharge the defendants in the Civil Action and MediSys, together with its current and former parents, affiliates, divisions, subsidiaries, successors, and assigns, and each of their current and former owners, officers, directors, agents, employees, shareholders, and successors and assigns of any of them (the defendants in the Civil Action, MediSys, and these entities and individuals, collectively, the "MediSys Releasees"), from any claim, debt, action, cause of action, or suit of any nature whatsoever, both at equity and at law, whether known or unknown (each a "Claim," collectively "Claims"), that the Relator has or may have had on behalf of himself, the United States, or the State of New York, or any other individual or entity, from the beginning of time through the Effective Date of this Agreement. Relator represents and warrants that he is not currently aware

of any Claims that exist or could lawfully be brought at this time against any MediSys Releasee other than those encompassed within the Covered Conduct and in the Civil Action, for which a full release is granted herein. In consideration of the obligations of the Relator set forth in this Agreement, the MediSys Releasees release Relator Releasors from any Claims that MediSys has or may have had from the beginning of time through the Effective Date of this Agreement.

6. Notwithstanding the releases given in Paragraphs 4 and 5 of this Agreement, or any other term of this Agreement, the following claims 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, including mandatory or 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;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- g. Any liability for failure to deliver goods or services due;
- h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and

i. Any liability of individuals.

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 payments described in Paragraph 2, 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. Conditioned upon Relator's receipt of the payments described in Paragraph 3, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases MediSys Releasees from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs.

9. MediSys fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that MediSys has 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 and the United States' investigation and prosecution thereof.

10. MediSys waives and shall not assert any defenses it 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. Nothing

in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

11. MediSys has provided sworn financial disclosure statements and updates (Financial Statements) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. MediSys warrants that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which MediSys had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by MediSys on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$400,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of MediSys previously undisclosed. MediSys agrees not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses.

12. In the event that the United States, pursuant to Paragraph 11, above, opts to rescind this Agreement, MediSys agrees 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 ten calendar days of written notification to MediSys that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on April 25, 2017.



13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and MediSys agrees not to resubmit to 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. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit and civil investigation of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit and civil investigation in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorney's 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 Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the 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 Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendants' 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 Paragraphs 4, 5, 7, 8 and 9, above, and Paragraph 16 (waiver for beneficiaries) below.

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

17. In the event that the Defendants fail to pay any amount as provided in Paragraph 1 above within ten (10) business days of the date on which such payment is due, the Defendants shall be in default of their payment obligations (Default). In the event of a Default, the United States will provide written notice of the Default to MediSys and MediSys shall have the opportunity to cure such Default within five (5) business days from the date of receipt of the notice. Notice of Default will be delivered to MediSys, or to such other representative as MediSys shall designate in advance in writing. In the event of an uncured Default, the remaining unpaid principal balance of the

Settlement Amount shall become immediately due and payable, and interest shall accrue at the rate of 12% per annum compounded daily from the date of Default on the remaining unpaid total (principal and interest balance). The United States, at its sole option, may elect any of the following non-exclusive options: (a) pursue any and all actions for collection; (b) offset the remaining balance of the Settlement Amount from any amounts due and owing to the Defendants and/or any of their facilities, by any department, agency, or agent of the United States; (c) rescind this Agreement and file suit based on the Covered Conduct. The Defendants agree not to contest any collection or exclusion action undertaken by the United States pursuant to this Paragraph, except to assert the defense of payment of amounts due under this Settlement Agreement, and to pay the United States all reasonable costs of collection and enforcement of this Agreement, including reasonable attorney's fees and expenses.

Furthermore, in the event of Default, OIG-HHS may exclude defendants from participating in all Federal health care programs for any amount of time that OIG-HHS chooses, including permanently. OIG-HHS will provide written notice of any such exclusion to Defendants. The Defendants waive any further notice of exclusion under 42 U.S.C. §1320a-7(b)(7), and agree not to contest 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 the Defendants wish to apply for reinstatement, Defendants must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until HHS-OIG approves such request for reinstatement. The option for Exclusion for Default as defined in this Paragraph is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

18. The Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to MediSys, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which MediSys was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

19. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, any of the Defendants commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of any Defendant's debts, or seeking to adjudicate any Defendant as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for any Defendant or for all or any substantial part of any Defendant's assets, the Defendants agree as follows:

a. Defendants' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Defendants' obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) the Defendant(s) was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payments made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this

Agreement do not constitute a contemporaneous exchange for new value given to the Defendants.

b. The United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against any or all of the Defendants for the claims that would otherwise be covered by the release provided in Paragraphs 4 and 5 above. The Defendants agree that: (i) any such claims, actions, or proceedings brought by the United States are not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Defendants shall not argue or otherwise contend that the United States’ claims, actions, or proceedings are subject to an automatic stay; (ii) Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, res judicata, or similar theories, to any such civil or administrative claims, actions, or proceedings that are brought by the United States within 60 calendar days of written notification to MediSys that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of this Agreement; and (iii) the United States has a valid claim against Flushing, MediSys Health, MediSys Management and TJH in the amount of at least \$12,605,709, and against Jamaica, MediSys Health, MediSys Management and TJH in the amount of \$10,738,196.57 and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

c. The Defendants acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

20. Contemporaneously with the execution of this Settlement Agreement, the United States shall file in this Civil Action a Notice of Partial Intervention as to the Covered Conduct and a Proposed Unsealing Order. Upon receipt of the Payments described in Paragraphs 1(a) and 3 above, the United States and Relator shall promptly sign and file a Joint Stipulation of Dismissal of this Civil Action pursuant to Rule 41(a)(1). The dismissal shall be with prejudice as to Relator as to all claims and all parties in the Civil Action. With respect to the United States, the dismissal shall be with prejudice as to the Covered Conduct, and without prejudice as to any other allegations contained in Relator's complaint.

21. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

22. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of New York. 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.

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 MediSys' 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 (the "Effective Date of this Agreement"). Signatures delivered by facsimile transmission or as .pdf attachments shall constitute acceptable, binding signatures for purposes of this Agreement.

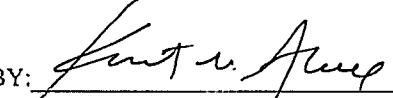


Settlement Agreement, Civil Action No. 13-CV-4030  
*United States ex rel. Deshpande, et al. v. Jamaica Hospital, et al.*

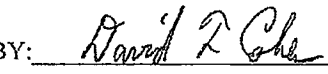
**THE UNITED STATES OF AMERICA**

BRIDGET M. ROHDE  
Acting United States Attorney  
Eastern District of New York

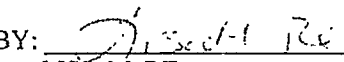
DATED: 8/31/17

BY:   
KENNETH M. ABELL  
Assistant United States Attorney Eastern  
District of New York

DATED: 8/31/17

BY:   
DAVID T. COHEN  
Senior Trial Counsel  
Civil Frauds Section  
United States Department of  
Justice


DATED: 8/31/17


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

**MEDISYS**

*By signing below, I confirm that I have read and understood the above.*

AGREED AND CONSENTED TO:

  
\_\_\_\_\_  
MOUNIR F. DOSS  
Executive Vice President and CFO, JHMC,  
FHMC, and MediSys Health Network, Inc.

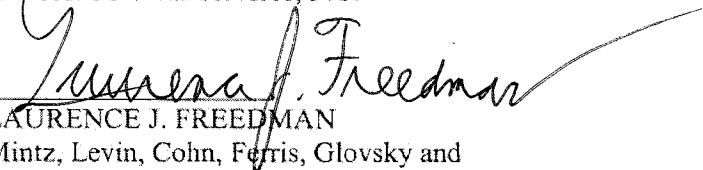
  
\_\_\_\_\_  
MOUNIR F. DOSS,  
~~PRESIDENT,~~  
~~Secretary and Treasurer,~~ MediSys  
Management, LLC

  
\_\_\_\_\_  
~~THOMAS SANTUCCI, M.D.~~ ANTHONY DIMARCIA, M.D.  
Shareholder, TJH Medical Services, P.C.

Dated: August 30 2017

Approved as to Form:  
Counsel for JHMC, FHMC, MediSys Health  
Network, Inc., MediSys Management, LLC,  
and TJH Medical Services, P.C.

BY:

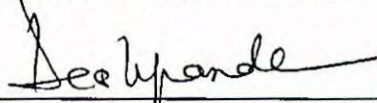
  
\_\_\_\_\_  
LAURENCE J. FREEDMAN  
Mintz, Levin, Cohn, Ferris, Glovsky and  
Popeo, P.C.  
701 Pennsylvania Ave., NW, Suite 900  
Washington, DC 20004  
[LFreedman@mintz.com](mailto:LFreedman@mintz.com)

Settlement Agreement, Civil Action No. 13-CV-4030  
*United States ex rel. Deshpande, et al. v. Jamaica Hospital, et al.*

**RELATOR**

*By signing below, I confirm that I have read and understood the above.*

AGREED AND CONSENTED TO:

  
\_\_\_\_\_  
Satish K. Deshpande, M.D.

Dated: 08/08, 2017

*8/28/2017*

Approved as to Form:  
KATHY S. MARKS  
Attorney for Relator

BY:   
\_\_\_\_\_  
Kathy S. Marks  
YANKWITT LLP  
140 Grand Street, Suite 501  
White Plains, New York  
10601  
[kathy@yankwitt.com](mailto:kathy@yankwitt.com)  
[www.yankwitt.com](http://www.yankwitt.com)