

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), (collectively, the “United States”), Gamma Healthcare, Inc. (“Gamma”), Jerry W. Murphy, Jerrod W. Murphy, Joel W. Murphy (the three individuals together the “Individual Defendants,” collectively with Gamma “Defendants”), and Bradley Bibb, M.D. (“Relator”), (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Gamma is a Missouri corporation with its principal place of business in Poplar Bluff, Missouri. Gamma provided clinical laboratory testing and digital radiology services in eight states until it ceased operations in November of 2020.

B. Jerry W. Murphy is an individual who resides in Poplar Bluff, Missouri. At all times relevant to this Agreement, Jerry W. Murphy served as Gamma’s Chairman and Chief Executive Officer. Jerry W. Murphy owns 30% of Gamma.

C. Jerrod W. Murphy is an individual who resides in Poplar Bluff, Missouri and is the son of Jerry W. Murphy. At all times relevant to this Agreement, Jerrod W. Murphy served as Gamma’s President and Chief Operating Officer. Jerrod W. Murphy owns 13.33% of Gamma.

D. Joel W. Murphy is an individual who resides in Poplar Bluff, Missouri and is the son of Jerry W. Murphy. At all times relevant to this Agreement, Joel W. Murphy served as Gamma’s Chief Information Officer. Joel W. Murphy owns 13.33% of Gamma.

E. On September 24, 2020, CoventBridge Group (“CoventBridge”), a Medicare Unified Program Integrity Contractor, notified Defendants that Gamma’s Medicare payments

had been suspended effective September 9, 2020, pursuant to 42 C.F.R. §§ 405.371(a)(2). The term “Suspended Amount” refers to the funds held in suspense from Gamma by the Centers for Medicare & Medicaid Services (CMS) from the date of implementation of the suspension through the Effective Date of this Agreement. As of February 27, 2024, the Suspended Amount was \$6,619,660.18

F. On November 23, 2020, Bradley Bibb, M.D., filed a *qui tam* action in the United States District Court for the Eastern District of Missouri captioned *United States ex rel. Bradley W. Bibb v. Gamma Healthcare Incorporated, Jerry Murphy and Jerrod Murphy*, Case No. 1:20CV00250-SNLJ, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (“the Civil Action”).

G. The United States contends that Defendants 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”).

H. The United States contends that it has certain civil claims against Defendants arising from the following conduct (hereinafter referred to as the “Covered Conduct”): From January 1, 2020 to October 31, 2020, Defendants knowingly submitted and/or caused to be submitted claims for payment to Medicare for medically unnecessary polymerase chain reaction (“PCR”) urinalysis laboratory tests that were not ordered by a treating physician or other qualified nonphysician treating practitioner (together “physician”).

1. From January 1, 2020 to October 31, 2020, when a physician ordered a urinalysis (“UA”) with urine culture and sensitivity (“C&S”) or just C&S, Gamma automatically performed, and submitted claims for payment to Medicare for, a urinary tract infection (UTI) panel by PCR Tests using Current Procedural Terminology Codes (CPT Codes) 87798, 87500, 87641, 87651, and 87481 (the “UTI PCR Tests”).
2. Defendants did not allow physicians to opt out of the UTI PCR Tests. Gamma’s laboratory requisition form was structured so that physicians who ordered a C&S could not opt out of the UTI PCR Tests. The requisition forms did not provide an

option for physicians to order the UTI PCR Tests at all, either as a panel or on an individualized basis.

3. As early as March 2020, physicians notified Gamma about their concerns with the new process, including concerns that they did not order the UTI PCR Tests, that the UTI PCR Tests were more expensive, and that the UTI PCR Tests were not medically necessary.
4. Medicare reimbursements to Gamma for the UTI PCR Tests were significantly higher than reimbursements for the UA with C&S. On average, Medicare paid approximately \$11 for a UA with C&S, but paid an additional \$573 for the UTI PCR Tests that Gamma performed.
5. As a result of these alleged false claims for payment for UTI PCR Tests that were not ordered by physicians, Gamma received additional payment from Medicare to which it was not entitled.

I. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well founded.

J. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement 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 Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Defendants agree to pay the United States the sum of Thirteen Million Six Hundred Nineteen Thousand Six Hundred Sixty Dollars and Eighteen Cents (\$13,619,660.18) plus applicable interest, and the additional payments set forth in sub-paragraphs (d)-(g) specified in this Paragraph (collectively, the "Settlement Amount") by electronic transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

a. Defendants will pay to the United States Three Million Two Hundred Twenty-Eight thousand dollars (\$3,228,000) (“Initial Payment”), plus applicable interest, within ten (10) calendar days after the Effective Date of this Agreement.

b. Defendants will pay the sum of Three Million Seven Hundred Seventy-Two Thousand (\$3,772,000), plus interest at the rate of 4% percent per annum, pursuant to the payment schedule attached as Exhibit A (the “Payments Over Time”).

c. Defendants hereby agree that the United States shall retain the Suspended Amount forevermore. Defendants expressly relinquish any and all rights of any kind that any of them may have with respect to the Suspended Amount, including, but not limited to: any and all claims or rights to have an overpayment determined under 42 C.F.R. § 405.372(c), any and all rights to payment of those funds, and any and all rights to appeal, whether formally or informally and whether administratively or judicially, the right of the United States and/or CMS to retain those funds, and any other rights Defendants may have to challenge the withholding or the suspension in any respect.

d. In the five (5) years after the Effective Date, if Defendants sell DMI Solutions Inc. (DMI) and the total net proceeds from the sale of DMI exceed Seven Hundred Fifty Thousand Dollars (\$750,000) (the “DMI Threshold Amount”), Defendants shall pay to the United States 50% of the total Net Proceeds in excess of the DMI Threshold Amount within thirty (30) calendar days of the sale of DMI. The term “Net Proceeds” means the amount received by Defendants for the sale of any asset identified in paragraphs 1.d. through 1.g, less transaction fees directly incurred in the sale (including broker fees, attorneys’ fees and accountant fees) and any associated federal, state, and local tax payments.

e. In the five (5) years after the Effective Date, Jerry W. Murphy and Jerrod W. Murphy agree to make reasonable best efforts to sell their current stock in Ashlar Medical (the

“Ashlar Stock”) to the owners of Ashlar Medical and/or any other qualified investor, which includes sending a letter to all current Ashlar stockholders offering to sell the Ashlar Stock. Jerry W. Murphy and/or Jerrod W. Murphy shall pay to the United States 75% of the Net Proceeds from the Ashlar Stock sale within thirty (30) calendar days of the Ashlar Stock sale.

f. In the five (5) years after the Effective Date, if Defendants’ cumulative total net proceeds from the sale of real property, excluding the Primary Residences of the Individual Defendants, exceeds Five Million Dollars (\$5,000,000) (the “Real Property Threshold Amount”), Defendants shall pay to the United States 50% of the total Net Proceeds in excess of the Real Property Threshold Amount. The Primary Residences of the Individual Defendants will be disclosed to the United States in a sworn affidavit from each of the Individual Defendants before the Effective Date of this Agreement. Defendants agree to provide written notice to the United States when the sale of real property exceeds the Real Estate Threshold Amount, and shall make any payments due under this Paragraph within thirty (30) calendar days of any sale of real property.

g. During the five (5) years after the Effective Date, each Defendant agrees to provide thirty calendar (30) days’ advance, written notice to the United States of any sale, transfer, merger, gift, or liquidation of any asset owned by such Defendant, or any other entity or venture in which such Defendant has an ownership interest, (excluding (i) DMI addressed in Paragraph 1.d.; (ii) Ashlar Stock addressed in Paragraph 1.e.; and (iii) Real Property addressed in Paragraph 1.f.), that individually or collectively have a fair market value of at least \$100,000 (Sale Event). In the event of any Sale Event in any calendar year, such Defendant shall pay to the United States 50% of the Net Proceeds from the Sale Event, within thirty (30) calendar days of any such Sale Event.

h. All payments by the Defendants under subparagraphs (a)-(g) up to \$15,972,164 are restitution to the United States (“Restitution Amount”).

i. Interest shall accrue on the unpaid settlement amount as indicated in Exhibit A. Collectively the Settlement Amount and interest received by the United States shall be referred to as the Settlement Payments.

2. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium. Conditioned upon the United States receiving the Settlement Payments, the United States agrees that it shall pay to Relator by electronic funds transfer seventeen percent (17%) of each such payment received under the Settlement Agreement (Relator’s Share) as soon as feasible after receipt of the payment.

3. Pursuant to 31 U.S.C. § 3730(d)(2), Defendants shall pay \$58,865.11 (Relator’s Fees) to Relator’s counsel for Relator’s reasonable expenses, attorneys’ fees, and costs within ten (10) calendar days of the Effective Date, pursuant to written instructions to be provided by Relator’s counsel.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 10 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy) below, and upon the United States’ receipt of the Settlement Amount, the United States releases Defendants 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.

5. Subject to the exceptions in Paragraph 6 below, and subject to Paragraph 10 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19

(concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraph 4 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 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 of individuals other than the Individual Defendants;
- 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 Defendants and their 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. Voluntary Exclusion

a. In compromise and settlement of the rights of OIG-HHS to exclude Gamma, Jerry W. Murphy, and Jerrod W. Murphy pursuant to 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, Gamma, Jerry W. Murphy, and Jerrod W. Murphy agree 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 15 years. The exclusions shall be effective upon the Effective Date of this Agreement.

b. Such exclusions 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 Gamma, Jerry W. Murphy, or Jerrod W. Murphy in any capacity while Gamma, Jerry W. Murphy, and Jerrod W. Murphy are excluded. This payment prohibition applies to Gamma, Jerry W. Murphy, and Jerrod W. Murphy and all other individuals and entities (including, for example, anyone who employs or contracts with Gamma, Jerry W. Murphy, or Jerrod W. Murphy, and any hospital or other provider where Gamma, Jerry W.

Murphy, or Jerrod W. Murphy provides services). The exclusions apply regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusions may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. Gamma, Jerry W. Murphy, and Jerrod W. Murphy further agree 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 exclusions. Gamma, Jerry W. Murphy, and Jerrod W. Murphy waive any further notice of the exclusions and agree not to contest such exclusions either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. If Gamma, Jerry W. Murphy, and Jerrod W. Murphy wish to be reinstated, Gamma, Jerry W. Murphy, and Jerrod W. Murphy 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 15-year period of exclusion. Reinstatement becomes effective upon application by Gamma, Jerry W. Murphy, and Jerrod W. Murphy, 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 Gamma's, Jerry W. Murphy's, or Jerrod W. Murphy's eligibility to participate in these programs.

10. Defendants 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. Defendants 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 any Defendant

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 Defendants' 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 any Defendant 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 \$200,000 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 the Agreement plus one hundred percent (100%) of the net value of Defendants' previously undisclosed assets. Defendants 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, Defendants 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 Defendants that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on November 23, 2020.

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

of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

12. Defendants fully and finally release 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 Defendants 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.

13. Defendants fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

14. 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 Defendants agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

15. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-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(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil 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 payments Defendants make to the United States pursuant to this Agreement and any payments 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 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 calendar 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 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 the cost reports, cost statements, or information reports of Defendants or any of their subsidiaries or affiliates.

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.

16. 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 17 (waiver for beneficiaries paragraph), below.

17. 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.

18. 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 Defendants' financial condition as reflected in the Financial Disclosures referenced in Paragraph 10 above.

a. In the event Defendants fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Defendants shall be in Default of their payment obligations ("Default"). The United States will provide a written Notice of Default, and Defendants 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 Settlement Agreement up to the date of payment. Notice of Default will be delivered to Defendants, or to such other representative as each of them shall designate in advance in writing. If Defendants 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), and Defendants consent to a Consent Judgment in the amount of the remaining unpaid balance of the Settlement Amount plus accrued interest.

b. In the event of Uncured Default, Defendants 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

Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 5 above, with any recovery reduced by the amount of any payments previously made by Defendants 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 Defendants 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, Defendants 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, Defendants waive and agree 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 Defendants within 120 calendar 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 November 23, 2020. Defendants 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 Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount,

with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants 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, any Defendant wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such Defendant 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.

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

a. Defendants have each reviewed their financial situations and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. 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 Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

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

d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were 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).

e. If any of Defendants' 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, any Defendant 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 any Defendant's debts, or to adjudicate any Defendant as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for any Defendant or for all or any substantial part of their assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 5 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of Forty-Seven Million Nine Hundred Sixteen Thousand Four Hundred Ninety-Two dollars (\$47,916,492), 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 any Defendant, a receiver, trustee, custodian, or other similar official for any Defendant;

(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; and

(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 (30) calendar 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.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 19.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. Defendants 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). Defendants waive 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 calendar days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on November 23, 2020.

20. Upon receipt of the payments described in Paragraph 1, above, the Relator and the United States shall promptly sign and file in the Civil Action a Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The Stipulation of Dismissal shall be with prejudice as to the United States and Relator as to the Covered Conduct. The Stipulation of Dismissal shall be without prejudice as to the United States and with prejudice to Relator as to any other pending claims.

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

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

23. 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 Missouri. 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.

24. 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.

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

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

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

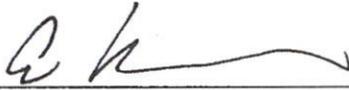
28. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

30. 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: 03/25/24

BY: 
Elizabeth Kappakas
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 3-25-24

BY: 
Suzanne J. Moore
Assistant United States Attorney
Eastern District of Missouri

DATED: _____

BY: **SUSAN GILLIN**
Digitally signed by SUSAN GILLIN
Date: 2024.03.12 15:29:45 -04'00'

SUSAN E. GILLIN
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

DEFENDANTS

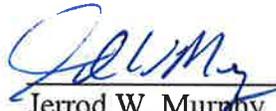
DATED: 3-7-24

BY: 
Gamma Healthcare Inc.
By Jerry W. Murphy

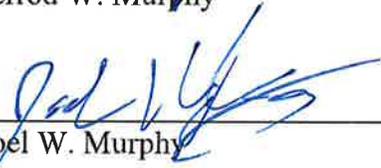
DATED: 3-7-24

BY: 
Jerry W. Murphy

DATED: 3-7-24

BY: 
Jerrod W. Murphy

DATED: 3/5/24

BY: 
Joel W. Murphy

DATED: 3/8/2024

BY: 
Ellen Persons
Polsinelli
Counsel for Defendants

BRADLEY BIBB, M.D. - RELATOR

DATED: 3/21/24

BY:  M.D.
Bradley Bibb, M.D.

DATED: 3/21/24

BY: 
Charles Hicks
Mitchell Blackstock Snedden PLLC
Counsel for Bradley Bibb, M.D.

EXHIBIT A

Settlement Payment Schedule

Payment Date	Payment	4.000% Interest	Principal	Balance
Settlement Amount				\$7,000,000.00
03/26/2024**	\$3,301,643.84	\$73,643.84	\$3,228,000.00	\$3,772,000.00
12/31/2024	\$1,490,143.56	\$115,743.56	\$1,374,400.00	\$2,397,600.00
12/31/2025	\$695,304.00	\$95,904.00	\$599,400.00	\$1,798,200.00
12/31/2026	\$671,328.00	\$71,928.00	\$599,400.00	\$1,198,800.00
12/31/2027	\$647,352.00	\$47,952.00	\$599,400.00	\$599,400.00
12/31/2028	\$623,376.00	\$23,976.00	\$599,400.00	\$0.00
Total	\$7,429,147.40	\$429,147.40	\$7,000,000.00	

****Includes handshake interest from December 21, 2023 - March 26, 2024 (96 days) subject to change based on actual payment**