

SETTLEMENT AGREEMENT

I. PARTIES

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 of the Department of Health and Human Services (“OIG-HHS”), the Defense Health Agency (“DHA”), the Office of Personnel Management (“OPM”), the Office of Workers Compensation Programs of the United States Department of Labor (“DOL-OWCP”), the United States Department of Veterans Affairs (“VA”), and the United States Small Business Administration (“SBA”) (collectively, the “United States”); the State of Florida, acting through the Florida Office of the Attorney General (“State of Florida”); Physician Partners of America, LLC, Florida Pain Relief Group, PLLC, Texas Pain Relief Group, PLLC, Physician Partners of America CRNA Holdings, LLC, Medical Tox Labs, LLC, Medical DNA Labs, LLC, Rodolfo Gari, M.D., and Abraham Rivera, M.D. (collectively, “PPOA”); and the Estate of Donald Haight, by and through his personal representative Haley L. Haight, Dawn Baker, Sheldon Cho, M.D., Michael Lupi, D.O., and Venus Dookwah-Roberts, Ph.D. (collectively “Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

II. RECITALS

A. Physician Partners of America, LLC, (“PPOA, LLC”) is a Tampa-based practice management company. Dr. Rodolfo Gari is the founder and owner of

PPOA, LLC, which is the management company for Florida Pain Relief Group (“FPRG”) and Texas Pain Relief Group (“TPRG”), and the indirect owner of Medical Tox Labs, Medical DNA Labs, and Physician Partners of America CRNA Operations, LLC. Dr. Abraham Rivera was the medical director for entities managed by PPOA, LLC, during the periods identified in Paragraphs II.E, herein.

B. The following actions have been filed by the Relators against PPOA and other parties pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (collectively, the “Civil Actions”):

- *United States ex rel. Haight v. Physician Partners of America, LLC*, Case No. 8:18-cv-267-T-24-AEP (M.D. Fla.), filed on February 1, 2018;
- *United States ex rel. Dawn Baker et al. v. Physician Partners of America, LLC*, Case No. 8:19-cv-902-T-35-TGW (M.D. Fla.), filed on April 16, 2019 (“*Baker Civil Action*”);
- *United States ex rel. Michael Lupi, D.O. v. Physician Partners of America, LLC*, Case No. 8:19-cv-2375-T-24-CPT (M.D. Fla.), filed on September 24, 2019;
- *United States ex rel. Venus Dookwah-Roberts, Ph.D., v. Physician Partners of America, LLC*, Case No. 8:20-cv-541-T-24-AEP (M.D. Fla.), filed on March 6, 2020.

The United States will partially intervene in the Civil Actions on or after the execution of this Agreement.

C. The United States contends that PPOA 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”); the Federal Employees Health Benefits

Program (“FEHBP”), 5 U.S.C. §§ 8901-8914; the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17; and the Federal Employees’ Compensation Act, 5 U.S.C. §§ 8101-8193 (“FECA”). The United States and the State of Florida also contend that PPOA submitted or caused to be submitted claims for payment to the Florida Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

D. The United States further contends that PPOA obtained a loan from Centennial Bank, Loan Number XXXXXX8912, guaranteed by the Small Business Administration under the Paycheck Protection Program (the “PPP”), a federal loan program created under the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, Tit. I § 1102g (2020) (the “CARES Act”), which became law on March 27, 2020.

E. The United States contends that it has certain civil claims against PPOA arising from the conduct described below, which is identified in this Agreement as the “Covered Conduct”:

- a. From October 1, 2015, through November 8, 2021, PPOA submitted or caused the submission of false claims to Medicare by billing for qualitative and quantitative urine drug testing (UDT) in violation of the physician self-referral law, 42 U.S.C. § 1395nn (commonly referred to as the “Stark Law”). Specifically, the UDT was improperly referred by physicians who had direct or indirect compensation arrangements with PPOA that did not satisfy the requirements of any applicable exception

to the Stark Law because PPOA paid TPRG and FPRG physicians a percentage of the net profit from qualitative UDT orders attributable to the physician. The physicians' compensation was determined in a manner that took into account the value of the physicians' referrals to and other business generated for PPOA. The United States also contends that, on the basis of these violations of the Stark Law, PPOA submitted false claims to Medicare.

- b. From October 1, 2015, through November 8, 2021, PPOA submitted or caused the submission of false claims to the Medicare, TRICARE, VA, FEHB, and DOL-OWCP programs for medically unnecessary quantitative UDT, genetic testing, and psychological testing. PPOA adopted and enforced a protocol requiring the same tests for every patient, without patient-specific determinations of medical necessity. PPOA placed responsibility for compliance with the protocol on medical assistants who ordered the testing with no treating physician review. PPOA then performed and billed for this testing, which was not medically reasonable and necessary, including billing for the highest level of quantitative UDT for every patient.
- c. From January 1, 2018, through November 8, 2021, PPOA submitted or caused the submission of false claims to Medicare for monitored anesthesia care ("MAC"). PPOA administered local anesthesia but then

improperly billed Medicare for MAC in order to obtain a greater reimbursement.

- d. The United States and the State of Florida allege that from April 1, 2020, through November 8, 2021, PPOA submitted or caused the submission of false claims to the Medicare, VA, and Medicaid programs for medically unnecessary evaluation and management (“E/M”) telemedicine services. During the global COVID-19 pandemic, Florida Governor Ron DeSantis ordered a pause on all non-emergency medical procedures effective March 20, 2020. Shortly thereafter, PPOA instructed medical providers to begin seeing patients by telemedicine twice a month. The increased number of E/M telemedicine visits was designed to make up for lost revenue from the cancellation of elective interventional pain procedures. The United States and State of Florida further contend that physicians subsequently scheduled appointments every two weeks regardless of patient need, resulting in increased billings and revenue for PPOA.
- e. On April 10, 2020, PPOA, LLC falsely certified that it was not engaged in “illegal activity” at the time that PPOA, LLC applied for PPP Loan Number XXXXXX8912. The United States alleges that at the time that PPOA, LLC applied for the PPP loan, PPOA was engaged in overbilling and defrauding federal healthcare programs, as described above.

F. This Agreement is neither an admission of liability by PPOA nor a concession by the United States or the State of Florida that its claims are not well-founded. PPOA denies the allegations in Paragraph II.E and the Civil Actions.

G. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relators' 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:

III. TERMS AND CONDITIONS

1. PPOA shall pay to the United States and the State of Florida \$24,500,000, plus interest at a rate of 1.625% per annum from November 8, 2021, through the date of payment (the "Settlement Amount"). PPOA shall pay the Settlement Amount as follows: PPOA shall pay the United States \$10,000,000 plus accrued interest no later than seven (7) days after the Effective Date of this Agreement and the remaining \$14,500,000 plus accrued interest no later than ninety (90) days after the Effective Date of this Agreement. These payments shall occur by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. The United States shall distribute the Settlement Amount as follows:

- a. The United States will receive \$24,491,213.80 plus accrued interest, of which \$11,550,692.58 is designated as restitution;

b. The State of Florida shall receive \$8,786.20, plus accrued interest, of which \$4,393.10 is designated as restitution.

2. Subject to the exceptions in Paragraph III.10 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases PPOA, together with its current and former parent corporations; corporate predecessors, successors, affiliates; direct and indirect subsidiaries and wholly-owned corporations; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, (collectively, the "PPOA Releasees") 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; the civil monetary provisions of the Stark Law at 42 U.S.C. §§ 1395nn(g)(3) and (g)(4); Section 951 of the Financial Institutions Reform, Recovery, and Enforcement Act, 12 U.S.C. § 1833a; and the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph III.11 below (concerning reserved claims), and upon the State of Florida's receipt of the Settlement Amount, the State of Florida releases the PPOA Releasees from any civil or administrative monetary claim Florida has for any claims submitted or caused to be submitted to the state Medicaid Program or its contracted Managed Care Organizations as a result of the Covered Conduct described in Paragraph II.E.d. Nothing in this Agreement

precludes the State of Florida from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.11.

4. Upon the United States' receipt of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release the PPOA Releasees and their current and former owners, directors, officers, employees, agents, and assigns from (i) any civil monetary claim the Relators on behalf of themselves or on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; (ii) any claim Relators have for attorneys' fees, expenses, and costs under 31 U.S.C. § 3730(d) related to the Civil Actions; (iii) any civil monetary claim on behalf of the State of Florida for the Covered Conduct under Section 68.081, *et seq.*; and (iv) any other claims Relators have asserted, could have asserted, or may assert in the future on behalf of themselves or on behalf of United States related to the Covered Conduct or related to the allegations in the Civil Actions. This Paragraph III.4 does not release claims Relators Baker and Cho have asserted in the *Baker* Civil Action against Medtronic, PLC.

5. In consideration of the obligations of PPOA in this Agreement and the Corporate Integrity Agreement ("CIA"), entered into between OIG-HHS and PPOA and upon the United States' receipt of full payment of the Settlement Amount, OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against PPOA under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7)

(permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph III.10 (concerning reserved claims), below. OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude PPOA from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.10, below.

6. In consideration of the obligations of PPOA set forth in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against PPOA under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph III.10 (concerning reserved claims), below. DHA expressly reserves authority to exclude PPOA from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.10, below.

7. In consideration of the obligations of PPOA in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, OPM shall release and refrain from instituting, directing, or maintaining any administrative

action seeking exclusion from the FEHBP against PPOA under 5 U.S.C. § 8902a or 5 C.F.R. Part 890 Subpart J or Part 919 for the Covered Conduct, except as reserved in this paragraph and in Paragraph III.10 (concerning reserved claims), below, and except if excluded by OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). OPM expressly reserves all rights to comply with any statutory obligation to debar PPOA from the FEHBP under 5 U.S.C. § 8902a(b) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.10, below.

8. In consideration of the obligations of PPOA in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, DOL-OWCP shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion and debarment from the FECA program against PPOA under 20 C.F.R. §§ 10.815, 30.715 and 702.431 for the Covered Conduct, except as reserved in Paragraph III.10 (concerning reserved claims), below, and except if excluded by OIG-HHS pursuant to 42 U.S.C. § 1320a 7(a). Nothing in this paragraph precludes the DOL-OWCP from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.10, below.

9. In consideration of the obligations of PPOA in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, the SBA shall release and refrain from instituting, directing, or maintaining any administrative

action against PPOA based on the Covered Conduct. SBA further agrees that SBA will not deny loan forgiveness based on the Covered Conduct; though it reserves the right to deny forgiveness based on any other conduct and based on any other grounds, including but not limited to eligibility. Nothing in this paragraph precludes SBA from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.10, below.

10. Notwithstanding the releases given in Paragraphs III.2 through III.9 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 exclusion from Federal health care programs; as to Dr. Abraham Rivera, permissive exclusion from Federal health care programs is also expressly reserved;
- 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, except for Dr. Rodolfo Gari and Dr. Abraham Rivera, for the Covered Conduct;

- 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;
- i. Any liability for a fraudulent transfer or conveyance; and
- j. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

11. Notwithstanding the releases given in Paragraph III.3 of this Agreement, or any other term of this Agreement, the following claims and rights of the State of Florida are specifically reserved and are not released:

- a. Any criminal, civil, or administrative liability arising under state revenue codes;
- b. Any criminal liability;
- c. Any civil administrative liability that any person or entity, including PPOA, have or may have to the State of Florida or to the individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in paragraph III.3 above, including but not limited to, any and all of the following claims: (i) State of Florida or federal antitrust violations and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- d. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Florida's Medicaid program;
- e. Any liability to the State of Florida (or its agencies) for any conduct other than the Covered Conduct;
- f. Any liability based upon obligations created by this Agreement;
- g. Any liability of individuals, except for Dr. Rodolfo Gari and Dr. Abraham Rivera for the Covered Conduct;
- h. Any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- j. Any liability for failure to deliver goods or services due.

12. Relators and their 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) and Section 68.084(2)(b), Florida Statutes. Relators and PPOA have entered into separate agreements that resolve Relators' claims for attorneys' fees, expenses, and costs under 31 U.S.C. § 3730(d) relating to the Civil Actions. In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any

intervention by the United States in the Civil Actions, nor any dismissal of the Civil Actions, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(b)(5), (d)(3) and (e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that a Relator should receive of the Settlement Amount, and that no agreements between the United States and Relators concerning Relator share have been reached to date.

13. PPOA 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.

14. PPOA fully and finally releases the United States, the State of Florida, their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that PPOA has asserted, could have asserted, or may assert in the future against the United States, the State of Florida, their agencies, officers, agents, employees, and servants, related to the Civil Actions or the United States' investigation or prosecution thereof.

15. PPOA fully and finally release the Relators, their heirs, successors, attorneys, agents, and assigns from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that PPOA has asserted, could have asserted, or may assert in the future against the Relators, their heirs, successors, attorneys, agents, and assigns related to the Civil Actions and the Relators' investigation and prosecution thereof.

16. 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), TRICARE, FEHBP, VA, or DOL carrier or payer or any state payer (including the State of Florida's Medicaid program or any other Florida program payer), related to the Covered Conduct; and PPOA agrees not to resubmit to any Medicare or Medicaid contractor, TRICARE, FEHBP, VA, or DOL carrier or payer 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.

17. PPOA 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 PPOA, 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 investigation(s) of the matters covered by this Agreement;
- (3) PPOA's 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;
- (5) the payment PPOA makes to the United States pursuant to this Agreement and any payments that PPOA may make to Relators, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to OIG-HHS.

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and FEHBP (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 18.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to PPOA.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by PPOA, and PPOA 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 PPOA or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: PPOA further agree 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 PPOA 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. PPOA agrees that the United States, at a minimum, shall be entitled to recoup from PPOA 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 PPOA or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on PPOA 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 PPOA's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

18. 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 III.19 (waiver for beneficiaries paragraph), below.

19. PPOA 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.

20. Upon receipt of the Settlement Amount described in Paragraph III.1, above, the United States, the State of Florida, and Relators shall promptly sign and file in the Civil Actions a Joint Stipulation of Dismissal pursuant to Rule 41(a)(1). The dismissal shall be with prejudice to Relators (except as to the claim in the *Baker* Civil Action against Medtronic PLLC, which is not being released), with prejudice to

the United States as to the Covered Conduct, and without prejudice to the United States and the State of Florida as to all other claims.

21. (a) In the event that PPOA fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, PPOA shall be in Default of PPOA's payment obligations ("Default"). The United States will provide a written Notice of Default, and PPOA 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 PPOA, or to such other representative as PPOA shall designate in advance in writing. If PPOA 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, PPOA agrees 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 PPOA for the claims that would otherwise be covered by the releases provided in Paragraphs III.2 through III.9, with any recovery

reduced by the amount of any payments previously made by PPOA 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 PPOA 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, PPOA agrees 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, PPOA 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 PPOA 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 November 8, 2021. PPOA agrees 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.

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

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

24. 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 District of Middle District of Florida, Tampa Division. 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.

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

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

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

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


29. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

30. All Parties consent to the United States' and the State of Florida's disclosure of this Agreement, and information about this Agreement, to the public.


31. 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: 3/24/22

BY: 
DAVID W. TYLER
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 3/24/22

BY: 
LINDSAY SAXE GRIFFIN
Assistant United States Attorney
United States Attorney's Office
Middle District of Florida

DATED: _____

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

DATED: _____

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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

DAVID W. TYLER
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

LINDSAY SAXE GRIFFIN
Assistant United States Attorney
United States Attorney's Office
Middle District of Florida

DATED: 03/22/2022

BY: 

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

DATED: _____

BY: _____

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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

DAVID W. TYLER
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

LINDSAY SAXE GRIFFIN
Assistant United States Attorney
United States Attorney's Office
Middle District of Florida

DATED: _____

BY: _____

LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

DATED: 03/15/2022

BLEY.PAUL.NICHO Digitally signed by
BLEY.PAUL.NICHOLAS.109987382
BY: LAS.1099873821 1
Date: 2022.03.15 10:39:11 -04'00'

for

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

DATED: _____

BY: EDWARD DEHARDE
EDWARD M. DEHARDE
Deputy Associate Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

Digitally signed by
EDWARD DEHARDE
Date: 2022.03.22
09:07:36 -04'00'

DATED: _____

BY: _____
PAUL ST. HILLAIRE
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

DATED: _____

BY: _____
JENNIFER VALDIVIËSO
Deputy Director for Program and System Integrity
Division of Federal Employees', Longshore and
Harbor Workers' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____

BY: _____
EDWARD M. DEHARDE
Deputy Associate Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____
PAUL ST. HILLAIRE
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management



Digital signature verification stamp for PAUL ST. HILLAIRE. The stamp contains the following text: "Digitally signed by PAUL ST. HILLAIRE", "DN: cn=US, o=U.S. Government, ou=Office of Personnel Management, c=PAUL ST. HILLAIRE", "1.3.2.4.2.1.9036350.103.1.1=2400100034787", and "Date: 2022.03.22 08:32:48 -04'00'".

DATED: _____

BY: _____
JENNIFER VALDIVIESO
Deputy Director for Program and System Integrity
Division of Federal Employees', Longshore and
Harbor Workers' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____

BY: _____

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Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

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BY: _____

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Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

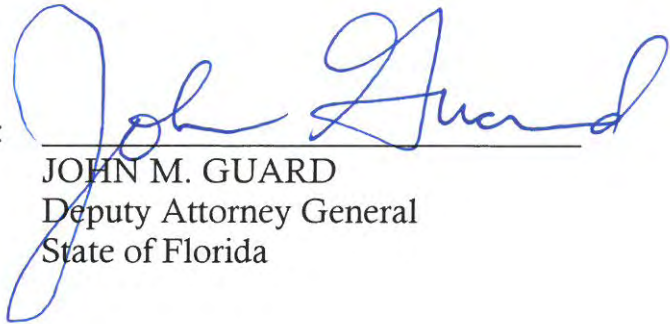
DATED: 3/18/22

BY:  _____

JENNIFER VALDIVIESO
Deputy Director for Program and System Integrity
Division of Federal Employees', Longshore and
Harbor Workers' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

STATE OF FLORIDA

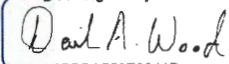
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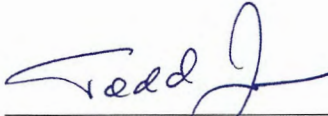
JOHN M. GUARD
Deputy Attorney General
State of Florida

PHYSICIAN PARTNERS OF AMERICA, LLC


3/23/2022 | 5:28:40 PM PDT
DATED: _____

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BY: _____
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DAVID A. WOOD, ITS MANAGER
Physician Partners of America, LLC

DATED: 3-23-2022


BY: _____
TODD FOSTER, ESQ.
Barnett Kirkwood Koche Long & Foster, P.A.
Counsel for Physician Partners of America, LLC

3/23/2022 | 2:27:53 PM PDT
DATED: _____

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BY: _____
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LAURENCE J. FREEDMAN, ESQ.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
Counsel for Physician Partners of America, LLC

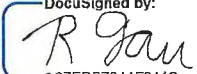
DATED: 3-23-2022


BY: _____
DAVID B. HONIG, ESQ.
Hall, Render, Killian, Heath & Lyman, P.C.
Counsel for Physician Partners of America, LLC

FLORIDA PAIN RELIEF GROUP, PLLC

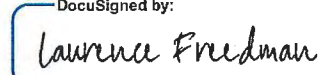
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BY: _____
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RODOLFO GARI, JR., ITS MANAGER
Florida Pain Relief Group, PLLC

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DATED: _____

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BY: _____
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LAURENCE J. FREEDMAN, ESQ.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
Counsel for Florida Pain Relief Group, PLLC

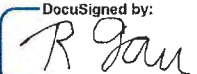
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BY: _____
DAVID B. HONIG, ESQ.
Hall, Render, Killian, Heath & Lyman, P.C.
Counsel for Florida Pain Relief Group, PLLC

TEXAS PAIN RELIEF GROUP, PLLC

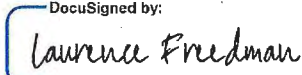
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BY: _____
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RODOLFO GARI, JR., ITS MANAGER
Texas Pain Relief Group, PLLC

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DATED: _____

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BY: _____
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LAURENCE J. FREEDMAN, ESQ.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
Counsel for Texas Pain Relief Group, PLLC


DATED: 3-23-2022


BY: _____
DAVID B. HONIG, ESQ.
Hall, Render, Killian, Heath & Lyman, P.C.
Counsel for Texas Pain Relief Group, PLLC

PHYSICIAN PARTNERS OF AMERICA CRNA HOLDINGS, LLC

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DATED: _____

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BY: _____
DAVID A. WOOD, ITS MANAGER
Physician Partners of America CRNA Holdings,
LLC


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DATED: _____

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BY: _____
LAURENCE J. FREEDMAN, ESQ.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
Counsel for Physician Partners of America CRNA
Holdings, LLC

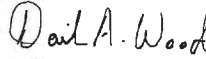
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BY:  _____
DAVID B. HONIG, ESQ.
Hall, Render, Killian, Heath & Lyman, P.C.
Counsel for Physician Partners of America CRNA
Holdings, LLC

MEDICAL TOX LABS, LLC

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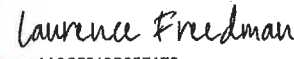
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BY: _____
DAVID A. WOOD, ITS MANAGER
Medical Tox Labs, LLC


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DATED: _____

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BY: _____
LAURENCE J. FREEDMAN, ESQ.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
Counsel for Medical Tox Labs, LLC


DATED: 3-23-2022

BY:  _____
DAVID B. HONIG, ESQ.
Hall, Render, Killian, Heath & Lyman, P.C.
Counsel for Medical Tox Labs, LLC

MEDICAL DNA LABS, LLC

3/23/2022 | 5:28:40 PM PDT

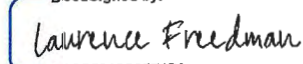
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DAVID A. WOOD, ITS MANAGER
Medical DNA Labs, LLC

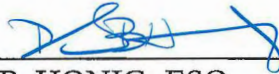
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LAURENCE J. FREEDMAN, ESQ.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
Counsel for Medical DNA Labs, LLC

DATED: 3.23.2022

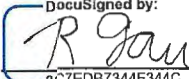
BY:  _____

DAVID B. HONIG, ESQ.
Hall, Render, Killian, Heath & Lyman, P.C.
Counsel for Medical DNA Labs, LLC

RODOLFO GARI, M.D.

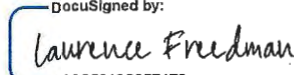
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RODOLFO GARI, M.D.

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LAURENCE J. FREEDMAN, ESQ.
Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
Counsel for Rodolfo Gari, M.D.

DATED: 3.23.2022


BY:  _____
DAVID HONIG, ESQ.
Hall, Render, Killian, Heath & Lyman, P.C.
Counsel for Rodolfo Gari, M.D.

ABRAHAM RIVERA, M.D.

DATED: 3/24/2022

BY: 
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ABRAHAM RIVERA, M.D.

DATED: 3/24/2022

BY: 
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JOHN F. LAURO
The Lauro Law Firm
Counsel for Abraham Rivera, M.D.

DATED: 3/24/2022

BY: 
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GREGORY M. SINGER
The Lauro Law Firm
Counsel for Abraham Rivera, M.D.

**RELATOR ESTATE OF DONALD HAIGHT, BY AND THROUGH
ITS PERSONAL REPRESENTATIVE HAILEY HAIGHT**

DATED: 3/18/2022

DocuSigned by:
Hailey Haight
3A0B2E920108489...

BY: _____
HAILEY L. HAIGHT, as personal representative of
the Estate of Donald Haight

DATED: 3/17/2022

Colette G. Matzzie

BY: _____
COLETTE MATZZIE, ESQ.
Phillips & Cohen LLP
Counsel for Hailey Haight, as personal
representative of the Estate of Donald Haight

RELATORS DAWN BAKER & SHELDON CHO, M.D.

DATED: _____

BY: _____
DAWN BAKER

DATED: _____

BY: _____
SHELDON CHO, M.D.

DATED: 3/17/2022

BY: Marc S. Raspanti
MARC RASPANTI, ESQ.
Pietragallo Gordon Alfano Bosick & Raspanti LLP
Counsel for Dawn Baker & Sheldon Cho, M.D.

DATED: 3/17/2022

BY: PC Brecht / MSR
PAMELA COYLE BRECHT, ESQ.
Pietragallo Gordon Alfano Bosick & Raspanti LLP
Counsel for Dawn Baker & Sheldon Cho, M.D.

RELATORS DAWN BAKER & SHELDON CHO, M.D.

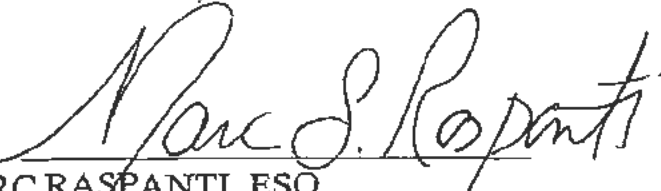
DATED: 3/17/2022

BY: 
DAWN BAKER

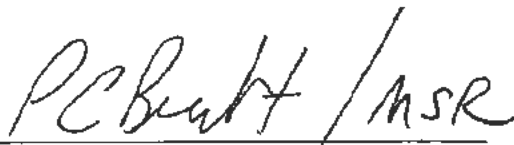
DATED: _____

BY: _____
SHELDON CHO, M.D.

DATED: 3/17/2022

BY: 
MARC RASPANTI, ESQ.
Pietragallo Gordon Alfano Bosick & Raspanti LLP
Counsel for Dawn Baker & Sheldon Cho, M.D.

DATED: 3/17/2022

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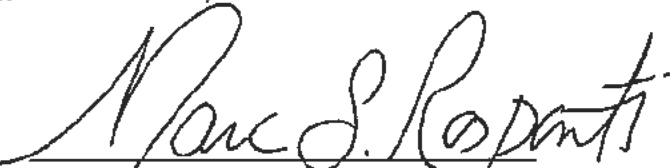
DATED: _____

BY: _____
DAWN BAKER


DATED: 3-17-2022

BY: 
SHELDON CHO, M.D.

DATED: 3/17/2022

BY: 
MARC RASPANTI, ESQ.
Pietragallo Gordon Alfano Bosick & Raspanti LLP
Counsel for Dawn Baker & Sheldon Cho, M.D.

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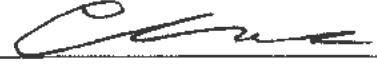
BY: 
PAMELA COYLE BRECHT, ESQ.
Pietragallo Gordon Alfano Bosick & Raspanti LLP
Counsel for Dawn Baker & Sheldon Cho, M.D.

RELATOR MICHAEL LUPI, D.O.

DATED: 3/18/2022

BY: 
MICHAEL LUPI, D.O.

DATED: 3-18-22

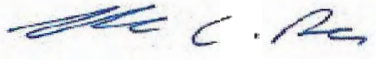
BY: 
CHRIS TUCK, ESQ.
Rogers, Patrick, Westbrook & Brickman LLC
Counsel for Michael Lupi, D.O.

RELATOR VENUS DOOKWAH-ROBERTS

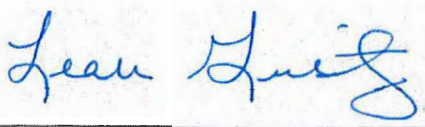
DATED: 3.18.2022

BY: 
VENUS DOOKWAH-ROBERTS, PH. D.

DATED: 3/18/22

BY: 
RICHARD ROSE, ESQ.
Miller & Martin PLLC
Counsel for Venus Dookwah-Roberts, Ph. D.

DATED: 3/18/22

BY: 
LEAH GERBITZ, ESQ.
Miller & Martin PLLC
Counsel for Venus Dookwah-Roberts, Ph. D.