

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into among the United States of America, acting through the United States Department of Justice (“DOJ”) and on behalf of the Office of Inspector General of the U.S. Department of Health and Human Services (“HHS-OIG”) (collectively, “the United States”); the State of Colorado, acting through the Colorado Attorney General’s Medicaid Fraud Control Unit (“MFCU”) and on behalf of Health First Colorado (collectively, “the State of Colorado”); Springbok Health Inc. (“Springbok”); Mark Jankelow (“Jankelow”); and Melissa Chaudhry (“Relator”) (all collectively, “the Parties”), through their authorized representatives.

### RECITALS

A. Springbok is a medical clinic with locations in Colorado Springs and Pueblo West, Colorado, that renders substance abuse treatment services to patients, including beneficiaries of the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”), and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”). Jankelow is a nurse practitioner who owns Springbok and serves as its chief executive officer.

B. On April 26, 2018, Relator filed a *qui tam* action in the United States District Court for the District of Colorado, captioned *United States ex rel. Chaudhry v. Springbok Health Inc.*, No. 18-cv-00999, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and the Colorado Medicaid False Claims Act, C.R.S. §§ 25.5-4-303.5–25.5-4-310 (“the Civil Action”).

C. The United States and the State of Colorado contend that they have certain civil claims against Springbok and Jankelow, for presenting and causing to be presented to Medicare and Medicaid false and fraudulent claims for high-complexity and prolonged evaluation and

management services denoted by CPT codes 99215 and 99354, when services meeting these definitions were not rendered, and at most, less expensive counseling services were rendered, between January 1, 2017, and December 31, 2019. That conduct is referred to below as the “Covered Conduct.”

D. This Settlement Agreement is neither an admission of liability by Springbok or Jankelow, nor a concession by the United States or the State of Colorado that their claims are not well founded.

E. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement.

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. Springbok and Jankelow, jointly and severally, shall pay to the United States:
  - a. One hundred and twenty-five thousand dollars (\$125,000), over a period of five years, plus interest at 2% per annum from February 4, 2022, pursuant to the Payment Schedule attached hereto as Exhibit A (“Payments Over Time”); plus
  - b. For the years 2021, 2022, 2023, 2024, and 2025, (i) in any year in which Springbok’s revenue, excluding the recovery of costs of acquiring naltrexone, exceeds one million two hundred thousand dollars (\$1,200,000), 40% of the sum by which the revenue exceeds \$1,200,000, and (ii) in any year in which Jankelow’s contingency base amount

("CBA")<sup>1</sup> exceeds two hundred and fifty thousand dollars (\$250,000), 40% of the sum by which the CBA exceeds \$250,000<sup>2</sup>; provided that

- c. if the total amount paid under this Settlement Agreement reaches three hundred thirty-five thousand, four hundred and ninety-four dollars and sixty cents (\$335,494.60), no further payment shall be due.

The payments required above are collectively the "Settlement Amount."

2. All payments under this Settlement Agreement shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of Colorado.

3. If, prior to five years from the Effective Date of this Settlement Agreement, Springbok or any of its affiliates is sold, merged, or transferred, or a significant portion of the assets of Springbok or of any of its affiliates is sold, merged, or transferred, Springbok and Jankelow shall promptly notify the United States, and three hundred thirty-five thousand, four hundred and ninety-four dollars and sixty cents (\$335,494.60), less any payments already made under this Settlement Agreement, shall be accelerated and become immediately due and payable.

4. The Payments Over Time may be prepaid, in whole or in part, without penalty or premium.

5. Conditioned upon the United States receiving payments under this Settlement Agreement, the United States agrees that it shall pay to Relator by electronic funds transfer eighteen percent (18%) of each such payment ("Relator's Share"), and pay to the State of

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<sup>1</sup> The CBA is calculated as follows: Jankelow's adjusted gross income, as reflected on his personal federal tax return (form 1040 or equivalent), regardless of filing status, plus any and all distributions or payments to Jankelow not included in Jankelow's adjusted gross income (excluding distributions solely for the purpose of paying corporate taxes for Springbok) including borrowings by Jankelow from Springbok or payments by Springbok for any debt owed to Jankelow not already memorialized in the \$350,000 Shareholder Loan Agreement.

<sup>2</sup> Amounts due, if any, under this Paragraph 1.b, shall be reconciled and paid on an annual basis within sixty (60) days of the date upon which Springbok or Jankelow, as applicable, files completed federal income tax returns for the calendar year at issue.

Colorado thirty-eight percent (38%) of the amount of the payment that remains after the Relator's Share has been paid, as soon as feasible after receipt of the payment.

6. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below, and subject to Paragraph 19 (concerning default) and Paragraph 20 (concerning bankruptcy) below, and conditioned upon the United States' receipt of the Settlement Amount, the United States releases Springbok and Jankelow 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.

7. Additionally, subject to the exceptions in Paragraph 9 (concerning reserved claims) below, and subject to Paragraph 19 (concerning default) and Paragraph 20 (concerning bankruptcy) below, and conditioned upon the United States' receipt of the Settlement Amount, the State of Colorado releases Springbok and Jankelow from any civil or administrative monetary claim the State of Colorado has for the Covered Conduct under the Colorado Medicaid False Claims Act, C.R.S. §§ 25.5-4-303.5–25.5-4-310, or the common law theories of payment by mistake, unjust enrichment, and fraud.

8. Subject to the exceptions in Paragraph 9 below (concerning reserved claims), and subject to Paragraph 19 (concerning default) and Paragraph 20 (concerning bankruptcy) below, and conditioned upon the United States' receipt of the Settlement Amount, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Springbok and Jankelow from any civil monetary claim Relator has on behalf of the United States for the covered conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, or the State of Colorado for the Covered Conduct under the Colorado Medicaid False Claims Act, C.R.S. §§ 25.5-4-303.5–25.5-4-310.

9. Notwithstanding the releases given in Paragraphs 6 and 7 of this Settlement Agreement, or any other term of this Settlement Agreement, the following claims and rights of the United States and the State of Colorado are specifically reserved and are not released:

- a. any liability arising under Title 26, U.S. Code (Internal Revenue Code), or any state revenue code;
- b. any criminal liability;
- c. except as explicitly stated in this Settlement 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 the State of Colorado (or their agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Settlement Agreement;
- f. any liability of individuals other than Mark Jankelow;
- g. any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- j. any civil or administrative liability that any person or entity has or may have to the United States or the State of Colorado or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the releases in Paragraph 7 above, including, but not limited to, any and all of the following claims: (i) state or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws.

10. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Settlement Agreement but agree and confirm that this Settlement 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 her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and the State of Colorado, their 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 Settlement Agreement.

11. Springbok and Jankelow have provided sworn financial disclosures and supporting documents (collectively, "Financial Disclosures") to the United States, and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Settlement Agreement. Springbok and Jankelow warrant that the Financial Disclosures are complete, accurate, and current as of the date they were submitted to the United States.

12. If the United States learns of asset(s) in which Springbok or Jankelow had an interest of any kind as of the date the Financial Disclosures were submitted to the United States (including, but not limited to, promises by insurers or other third parties to satisfy Springbok's or Jankelow's obligations under this Settlement Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the Financial Disclosures by ten thousand dollars (\$10,000) or more, the United States may at its option: (a) rescind this Settlement Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Settlement Agreement plus one hundred percent (100%) of the net value of the previously undisclosed assets. Springbok and Jankelow 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 Settlement Agreement, Springbok and Jankelow 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 Springbok and Jankelow that this Settlement Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on November 16, 2021.

13. Springbok and Jankelow waive and shall not assert any defenses Springbok or Jankelow 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 Settlement Agreement bars a remedy sought in such criminal prosecution or administrative action.

14. Springbok and Jankelow fully and finally release the United States and the State of Colorado, their agencies, officers, agents, employees, and servants, from any claims (including for attorneys' fees, costs, and expenses of every kind and however denominated) that Springbok or Jankelow has asserted, could have asserted, or may assert in the future against the United States or the State of Colorado, their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' or the State of Colorado's investigation or prosecution thereof.

15. 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) or any state payer related to the Covered

Conduct; and Springbok and Jankelow 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.

16. Springbok and Jankelow 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 Springbok or Jankelow, their present or former officers, directors, employees, shareholders, and agents in connection with:
- (i) the matters covered by this Settlement Agreement;
  - (ii) the United States' audit(s) and civil investigation(s) of the matters covered by this Settlement Agreement;
  - (iii) Springbok and Jankelow'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 Settlement Agreement (including attorneys' fees);
  - (iv) the negotiation and performance of this Settlement Agreement; and
  - (v) the payments Springbok and Jankelow make to the United States pursuant to this Settlement Agreement and any payments that Springbok and Jankelow may make to Relator, including costs and attorneys' fees;

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

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Springbok and Jankelow, and Springbok and Jankelow 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 Springbok or Jankelow or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Springbok and Jankelow further agree that within 90 days of the Effective Date of this Settlement 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 Springbok or Jankelow 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. Springbok and Jankelow agree that the United States, at a minimum, shall be entitled to recoup from Springbok and Jankelow 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 Springbok or Jankelow or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Springbok or Jankelow or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

17. This Settlement 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 18 (concerning waiver for beneficiaries), below.

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

19. The Settlement Amount represents the amount the United States and the State of Colorado are willing to accept in compromise of their civil claims arising from the Covered Conduct due solely to Springbok and Jankelow's financial condition as reflected in the Financial Disclosures referenced in Paragraphs 11-12.

- a. In the event that Springbok and Jankelow fail to pay the Settlement Amount, Springbok and Jankelow shall be in Default of their payment obligations ("Default"). The United States will provide a written Notice of Default, and Springbok and Jankelow 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 and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Springbok and Jankelow, or to such other representative as Springbok and Jankelow shall designate in advance in writing. If Springbok and Jankelow 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"), three hundred thirty-five thousand, four hundred and ninety-four dollars and sixty cents (\$335,494.60), less any payments already made under this Settlement Agreement, 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, Springbok and Jankelow agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Settlement Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Springbok and Jankelow for the claims that would otherwise be covered by the releases provided in Paragraph 7 above with any recovery reduced by the amount of any payments previously made by Springbok and Jankelow to the United States under this Settlement Agreement; (ii) take any action to enforce this Settlement Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Springbok or Jankelow 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 Settlement 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, Springbok and Jankelow 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 Settlement Agreement pursuant to this paragraph, Springbok and Jankelow 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 Springbok and Jankelow within 120 days of written notification that this Settlement Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on November 16, 2021. Springbok and Jankelow agree not to contest any offset, recoupment, 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, HHS-OIG may exclude Springbok and Jankelow from participating in all Federal health care programs until Springbok and Jankelow pay the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Springbok and Jankelow. Springbok and Jankelow 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 any period of exclusion, Springbok and Jankelow wish to apply for reinstatement, they must submit a written request for reinstatement to HHS-OIG in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Springbok and Jankelow will not be reinstated unless and until HHS-OIG 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 Settlement Agreement or otherwise available.

20. In exchange for valuable consideration provided in this Settlement Agreement, Springbok and Jankelow acknowledge the following:

- a. Springbok and Jankelow have 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 Settlement Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Springbok and Jankelow, 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 Springbok or Jankelow was or became indebted to on or after the date of any transfer contemplated in this Settlement Agreement, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If Springbok's or Jankelow's obligations under this Settlement 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, Springbok or Jankelow 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 Springbok or Jankelow's debts, or to adjudicate Springbok or Jankelow as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Springbok or Jankelow or for all or any substantial part of Springbok or Jankelow's assets:

- (i) the United States may rescind the releases in this Settlement Agreement and bring any civil and/or administrative claim, action, or proceeding against Springbok and Jankelow for the claims that would otherwise be covered by the releases provided in Paragraph 7 above;
- (ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Springbok and Jankelow in the amount of \$503,241.90, less any payments received pursuant to this Settlement Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Springbok or Jankelow, a receiver, trustee, custodian, or other similar official for Springbok or Jankelow; and
- (iii) if any payments are avoided and recovered by Springbok or Jankelow, a receiver, trustee, custodian, or similar official for Springbok or Jankelow, Relator shall, within thirty days of written notice from the United States to Relator's counsel, return any

portions of such payments already paid by the United States to Relator pursuant to Paragraph 6.

- f. Springbok and Jankelow agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 20.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. Springbok and Jankelow 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, consent to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Springbok and Jankelow 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 days of written notification to Springbok and Jankelow that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on November 16, 2021.

21. Upon the United States’ receipt of the first payment set forth in Exhibit A hereto, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

22. Except as provided in Paragraph 8, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Settlement Agreement.

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

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

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

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

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

28. This Settlement Agreement is binding on Springbok's and Jankelow's successors, transferees, heirs, and assigns.

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

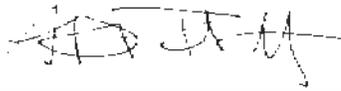
30. All Parties consent to the United States' and the State of Colorado's disclosure of this Settlement Agreement, and information about this Settlement Agreement, to the public.

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

**THE UNITED STATES OF AMERICA**

DATED: March 28, 2022

BY: \_\_\_\_\_



Albert P. Mayer  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 3/25/2022

BY: \_\_\_\_\_

s/ Ian J. Kellogg

Ian J. Kellogg  
Assistant United States Attorney  
District of Colorado

DATED: 3/29/22

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

**THE STATE OF COLORADO**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

George A. Coddling  
Senior Assistant Attorney General  
Colorado Medicaid Fraud Control Unit  
Attorney General's Office  
State of Colorado

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Kim Bimestefer  
Executive Director  
Department of Health Care Policy and Financing  
State of Colorado

THE UNITED STATES OF AMERICA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Albert P. Mayer  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Ian J. Kellogg  
Assistant United States Attorney  
District of Colorado

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

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

THE STATE OF COLORADO

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

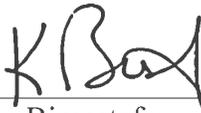


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George Coddling  
Date: 2022.03.28 08:54:13  
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George A. Coddling  
Senior Assistant Attorney General  
Colorado Medicaid Fraud Control Unit  
Attorney General's Office  
State of Colorado

DATED: 3/31/2022

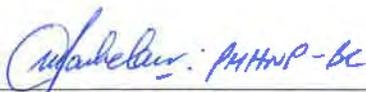
BY: \_\_\_\_\_



Kim Bimestefer  
Executive Director  
Department of Health Care Policy and Financing  
State of Colorado

**SPRINGBOK HEALTH INC.**

DATED: 3/25/22

BY:   
Mark Jankelow  
Chief Executive Officer  
Springbok Health Inc.

DATED: 3/25/22

BY:   
Jennifer L. Evans  
Polsinelli PC  
Counsel for Springbok Health Inc.

**MARK JANKELOW**

DATED: 3/25/22

BY:   
Mark Jankelow

DATED: 3/25/22

BY:   
Jennifer L. Evans  
Polsinelli PC  
Counsel for Mark Jankelow

RELATOR

DATED: 03/27/2022

BY:   
Melissa Chaudhry

DATED: 3/27/22

BY:   
Patrick Almonrode  
Counsel for Melissa Chaudhry

**EXHIBIT A**

**PAYMENT SCHEDULE FOR FIXED PAYMENTS OVER TIME**

<b>Date</b>	<b>Principal Due</b>	<b>Interest Due</b>	<b>Total Payment</b>	<b>Liability</b>
-	-	-	-	\$125,000.00
March 31, 2022	\$25,000.00	\$416.67	\$25,416.67	\$100,000.00
April 15, 2023	\$25,000.00	\$2,000.00	\$27,000.00	\$75,000.00
April 15, 2024	\$25,000.00	\$1,500.00	\$26,500.00	\$50,000.00
April 15, 2025	\$25,000.00	\$1,000.00	\$26,000.00	\$25,000.00
April 15, 2026	\$25,000.00	\$500.00	\$25,500.00	-
Total	\$125,000.00	\$5,416.67	\$130,416.67	-