

## **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 Drug Enforcement Administration (“DEA”) and the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”); the Commonwealth of Kentucky, acting through its Office of the Attorney General and on behalf of the Cabinet for Health and Family Services, Department for Medicaid Services (collectively, the “Commonwealth of Kentucky”); and **ROSE O. URADU, M.D.** a/k/a Onyinyechi Rose Uradu (“Dr. Uradu”) and **ULTIMATE CARE MEDICAL SERVICES, LLC** d/b/a Ultimate Treatment Center (“Ultimate Treatment Center,” with Dr. Uradu, the “Defendants”), through their authorized representatives. Collectively, the United States, the Commonwealth of Kentucky, Dr. Uradu, and Ultimate Treatment Center are hereinafter referred to as “the Parties.”

### **RECITALS**

A. Ultimate Care Medical Services, LLC, is a limited liability company organized and registered in Kentucky, and doing business as Ultimate Treatment Center. Ultimate Treatment Center operates a clinic in Boyd County, Kentucky, that provides substance abuse treatment services. At all times relevant to this matter, Ultimate Treatment Center submitted claims for payment for such services to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”) and the Medicaid Program in Kentucky, 42 U.S.C. §§ 1396-1396w 5 (“Kentucky Medicaid”).

B. Dr. Uradu is a physician who resides in Greenup County, Kentucky. Dr. Uradu is the owner of Ultimate Treatment Center and, at all relevant times, directed its operations, including directing the submission of claims to Medicare and Kentucky Medicaid.

C. Dr. Uradu treated patients for substance abuse at Ultimate Treatment Center, including by prescribing buprenorphine drug products. At all relevant times, Dr. Uradu held DATA-Waiver privileges under DEA Registration Number BU9806083 to treat no more than 100 patients with buprenorphine drug products for substance abuse maintenance or detoxification treatment.

D. On June 11, 2018, the United States filed a civil action in the United States District Court of the Eastern District of Kentucky, captioned *United States v. Rose O. Uradu, M.D. and Ultimate Care Medical Services LLC*, 0:19-cv-00066-HRW (the “Civil Action”). On April 18, 2019, the United States filed an Amended Complaint.

E. The United States and the Commonwealth of Kentucky contend that they have certain civil claims against Defendants arising from the following conduct:

- i. During the period January 1, 2013, to September 30, 2014, Defendants submitted, or caused to be submitted, claims to Medicare and Kentucky Medicaid using CPT Code 99212 for methadone administration services provided by dosing nurses (the “Dosing Services”). The United States and the Commonwealth of Kentucky allege that these claims were false because the Dosing Services did not meet the coverage requirements of CPT Code 99212, in that the dosing nurses did not take a patient history, perform an examination, or exercise medical decision-making, as is required for billing CPT Code 99212. The United States and the Commonwealth of Kentucky further allege that Defendants created, or caused to be created, falsified medical records for Dosing Services in order to create the false appearance that the requirements of CPT Code 99212 were met. As a result of Defendants’ false claims for the

Dosing Services, Medicare and Kentucky Medicaid made payments to Ultimate Treatment Center to which it was not entitled.

- ii. At all relevant times, Ultimate Treatment Center performed moderately complex urine drug testing services, which produced qualitative or semi-quantitative results (the “UDT Services”). During the period July 1, 2013, to December 31, 2014, Defendants submitted, or caused to be submitted, claims to Medicare and Kentucky Medicaid for the UDT Services using CPT Codes 80154, 80299, 82145, 82205, 82520, 83840, and 83925. The United States and the Commonwealth of Kentucky allege that these claims were false because the UDT Services performed did not meet the requirements of these CPT Codes, which are for higher-complexity testing. As a result of Defendants’ false claims for the UDT Services, Medicare and Kentucky Medicaid made payments to Ultimate Treatment Center to which it was not entitled.
- iii. In 2014, Dr. Uradu’s DEA Registration Number BU9806083 authorized her to treat no more than 100 patients with buprenorphine drug products for substance abuse maintenance or detoxification treatment. The United States alleges that Dr. Uradu exceeded this limit in July, August, and September 2014 by issuing prescriptions for buprenorphine drug products to more than 100 patients.
- iv. The foregoing conduct is referred to below as the “Covered Conduct” for purposes of this Agreement.

F. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States and the Commonwealth of Kentucky that their claims are not well founded. Dr. Uradu and Ultimate Treatment Center have expressly denied the allegations set forth in Recitals E.i and E.ii.

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 shall pay to the United States \$1,400,000.00 (the “Settlement Amount”), all of which is restitution, in accordance with the following terms and conditions:
  - a. On or before August 1, 2019, Defendants shall pay the United States \$300,000.00.
  - b. Starting on August 1, 2019, simple interest at the rate of 2.25% per annum will begin to accrue on the remaining balance of the Settlement Amount.
  - c. Defendants shall pay the remaining balance of the Settlement Amount, plus interest, by making installment payments on June 30<sup>th</sup> and December 31<sup>st</sup> of each calendar year, beginning on December 31, 2019. The amounts of the installment payments with interest are reflected in Exhibit A to this Agreement.
  - d. All payments shall be made by electronic funds transfer pursuant to written instructions provided by the United States Attorney’s Office for the Eastern District of Kentucky.
2. In the event that Defendants fail to make any of the payments when due as specified in Paragraph 1, Defendants shall be in default of their payment obligations (“Default”). The United States will provide written notice of the Default to Defendants by delivering a Notice of Default to Khalid Kahloon, Kahloon Law, 600 West Main Street, Suite 500, Louisville, Kentucky 40202, or to such other representatives as Defendants shall designate in advance in writing. Defendants shall have the opportunity to cure the Default within three (3) business days from the date of receipt of the notice. If Defendants fail to cure the Default within this period, the remaining unpaid balance of the Settlement Amount shall become immediately due and

payable, and interest shall accrue at the rate of 12% per annum compounded daily from the date of Default until the date of payment on the remaining unpaid total (principal and interest). The United States, at its sole option, may: (a) offset the remaining unpaid balance from any amounts due and owing to Defendants by any department, agency, or agent of the United States at the time of Default; (b) collect the entire unpaid balance of the Settlement Amount, plus interest, including 12% interest from the date of Default, and all other amounts due upon the event of Default as specified in this Paragraph; (c) rescind this Agreement and refile suit for the Covered Conduct; or (d) exercise any other rights granted by law or in equity, including referral of this matter for private collection. In the event that the United States opts to rescind this Agreement pursuant to subsection (c) of this Paragraph, Defendants agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories to the allegations in the complaint, except to the extent such defenses were available to Defendants as of June 11, 2018. Defendants agree not to contest any judgment, offset, or collection action undertaken by the United States pursuant to this Paragraph, either administratively or in any state or federal court. Defendants shall pay the United States all reasonable costs of collection and enforcement under this Paragraph, including attorneys' fees and expenses.

Notwithstanding the foregoing, in the event of a Default that is not cured within three (3) business days after Defendants' receipt of the Notice of Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the total Settlement Amount and reasonable costs as set forth above. 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 Defendants wish to apply for reinstatement, Defendants must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

3. Conditioned upon the United States receiving the first payment described in Paragraph 1.A, and as soon as feasible after receipt, the United States agrees that it shall pay to the Commonwealth of Kentucky by electronic funds transfer \$160,875 (the “State Settlement Amount”).

4. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon Defendants’ full payment 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; the Controlled Substances Act, 21 U.S.C. § 801 *et seq.*; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 7 below (concerning excluded claims), and conditioned upon its receipt of the State Settlement Amount, the Commonwealth of Kentucky releases the Defendants from any civil or administrative monetary claim the Commonwealth of Kentucky has for the Covered Conduct under the Assistance Program Fraud in violation of KRS 194A.505(6); Medicaid fraud in violation of KRS 205.8463(1), KRS 205.8463(2) and KRS 205.8463(4); breach of the Kentucky Medicaid Provider Agreement; or the common law theories of payment by mistake, unjust enrichment, and fraud.

6. In consideration of the obligations of Defendants in this Agreement, and the Integrity Agreement (“IA”), entered into between OIG-HHS and Defendants, and conditioned

upon Defendants' full payment of the Settlement Amount, the OIG-HHS agrees to 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 Defendants 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 7 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants 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 the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6, below.

7. Notwithstanding the releases given in Paragraphs 4, 5, and 6 of this Agreement, or any other term of this Agreement, the following claims of the United States and the Commonwealth of Kentucky are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code), or under Title IX of the Kentucky Revised Statutes (Kentucky Tax Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) or the Commonwealth of Kentucky 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 Dr. Uradu;

- 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.

8. Defendants waive and shall not assert any defenses they 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.

9. Defendants fully and finally release the United States and the Commonwealth of Kentucky and their respective 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 and the Commonwealth of Kentucky, and their agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' and the Commonwealth of Kentucky's investigation and prosecution thereof.

10. 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.



11. Defendants agree to the following:

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

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and criminal 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 and criminal 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 Defendants make to the United States pursuant to this Agreement; and
- (6) the negotiation of, and obligations undertaken pursuant to the IA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the IA; and (ii) prepare and submit reports to the OIG-HHS,

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"). However, nothing in paragraph

11.a.(6) that may apply to the obligations undertaken pursuant to the IA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

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 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 Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Defendants or any

of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

12. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement.

13. 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 14 (waiver for beneficiaries paragraph), below.

14. 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.

15. Defendants warrant that they have reviewed their financial situations and that they currently 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. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent

exchange of value that is not intended to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

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

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

b. If Defendants' 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, the United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 4, 5, and 6, above. Defendants agree that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C.

§ 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Defendants shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States within sixty (60) 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 June 11, 2018; and (iii) the United States has a valid claim against Defendants in an amount no less than \$1,400,000, and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

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

17. Upon receipt of the first payment described in Paragraph 1.a, above, 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).

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

19. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. 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 Kentucky. 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.

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

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

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

24. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date" of this Agreement). This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreements. Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURES FOLLOW]

THE UNITED STATES OF AMERICA

ROBERT M. DUNCAN, JR.  
UNITED STATES ATTORNEY

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

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

CHRISTINE CORNDORF  
Assistant United States Attorney  
U.S. Attorney's Office for the Eastern District of Kentucky

DATED: 8/01/2019

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

Lisa M. Re  
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 COMMONWEALTH OF KENTUCKY

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

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

MICHELLE GRANT RUDOVICH  
Executive Director  
Office of Medicaid Fraud and Abuse  
Office of the Attorney General

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

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

STEPHEN MILLER  
Commissioner  
Department for Medicaid Services  
Cabinet for Health and Family Services

DEFENDANTS

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

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

ROSE O. URADU, M.D., Individually

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

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

ROSE O. URADU, M.D., on behalf of  
Ultimate Care Medical Services, LLC

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

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

KHALID KAHLOON  
FOX DEMOISEY  
Counsel for Defendants

THE UNITED STATES OF AMERICA

ROBERT M. DUNCAN, JR.  
UNITED STATES ATTORNEY

DATED: 7/25/19

BY:

Christine Corndorf  
CHRISTINE CORNDORF

Assistant United States Attorney  
U.S. Attorney's Office for the Eastern District of Kentucky

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 COMMONWEALTH OF KENTUCKY

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

BY:

\_\_\_\_\_  
MICHELLE GRANT RUDOVICH

Executive Director  
Office of Medicaid Fraud and Abuse  
Office of the Attorney General

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

BY:

\_\_\_\_\_  
STEPHEN MILLER

Commissioner  
Department for Medicaid Services  
Cabinet for Health and Family Services

DEFENDANTS

DATED: 7/24/19

BY:

Rose O. Uradu  
ROSE O. URADU, M.D., Individually

DATED: 7/24/19

BY:

Rose O. Uradu  
ROSE O. URADU, M.D., on behalf of  
Ultimate Care Medical Services, LLC

DATED: 7/25/19

BY:

Khalid A. Kahloon  
KHALID KAHLOON  
FOX DEMOISEY  
Counsel for Defendants



THE UNITED STATES OF AMERICA

ROBERT M. DUNCAN, JR.  
UNITED STATES ATTORNEY

DATED: 7/25/19

BY:

Christine Corneor  
CHRISTINE CORNEOR  
Assistant United States Attorney  
U.S. Attorney's Office for the Eastern District of Kentucky

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

BY:

Lisa M. Re  
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 COMMONWEALTH OF KENTUCKY

DATED: 7-25-19

BY:

Antony W. Dyer  
Executive Director  
Office of Medicaid Fraud and Abuse  
Office of the Attorney General

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

BY:

Gregory Brown  
Commissioner  
Department for Medicaid Services  
Cabinet for Health and Family Services

DEFENDANTS

DATED: 7/24/19

BY:

Rose O. Uradu  
ROSE O. URADU, M.D. Individually

DATED: 7/24/19

BY:

Rose O. Uradu  
ROSE O. URADU, M.D., on behalf of  
Ultimate Care Medical Services, LLC

DATED: 7/25/19

BY:

Khalid Kahloon  
KHALID KAHLOON  
FOX DEMOISEY  
Counsel for Defendants

**EXHIBIT A TO SETTLEMENT AGREEMENT**

**Principal:     \$1,400,000**

**Interest:       2.25%**

<b>Payment Number</b>	<b>Date Due</b>	<b>Beginning Balance</b>	<b>Interest Payment</b>	<b>Principal Payment</b>	<b>Total Payment Due</b>
01	08/01/2019	\$1,400,000.00	\$0	\$300,000.00	\$300,000.00
02	12/31/2019	\$1,100,000.00	\$10,312.50	\$122,222.22	\$132,534.72
03	06/30/2020	\$977,777.78	\$11,000.00	\$122,222.22	\$133,222.22
04	12/31/2020	\$855,555.56	\$9,625.00	\$122,222.22	\$131,847.22
05	06/30/2021	\$733,333.34	\$8,250.00	\$122,222.22	\$130,472.22
06	12/31/2021	\$611,111.12	\$6,875.00	\$122,222.22	\$129,097.22
07	06/30/2022	\$488,888.90	\$5,500.00	\$122,222.22	\$127,722.22
08	12/31/2022	\$366,666.68	\$4,125.00	\$122,222.22	\$126,347.22
09	06/30/2023	\$244,444.46	\$2,750.00	\$122,222.22	\$124,972.22
10	12/31/2023	\$122,222.24	\$1,375.00	\$122,222.24	\$123,597.24
<b>Totals</b>			<b>\$59,812.50</b>	<b>\$1,400,000.00</b>	<b>\$1,459,812.50</b>