UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
ABINGDON DIVISION

IN RE:	)	
	)	
HEALTH CONNECT AMERICA, INC.	)	**Case No.**

AGREED ORDER COMPELLING COMPLIANCE WITH NON-PROSECUTION AGREEMENT

HEALTH CONNECT AMERICA, INC., (HCA) has been the subject of an investigation by the United States Attorney's Office for the Western District of Virginia ("USAO") concerning potential violations of federal criminal law. The USAO and HCA (collectively, "the Parties") have entered into an agreement to resolve this matter by way of a Non-Prosecution Agreement ("NPA") attached as Exhibit 1. The Parties agree the Court has (a) jurisdiction over the subject matter, Parties, and NPA, and (b) authority to enter and enforce this order compelling HCA to comply with the terms of the NPA.

Accordingly, based on the agreement of the Parties and for good cause shown, HCA and any successors in interest are hereby ORDERED to fully comply with the terms of the NPA.

The Court may impose any sanction it deems appropriate for any violation of a term of the NPA and/or this Order. Also, any violation of a term of the NPA and/or this Order by HCA or any successor may be punished as contempt of court, including, but not limited to, criminal contempt, in violation of Title 18, United States Code, Section 401.

Entered this 6 day of July, 2023.

United States District Judge

Seen and Agreed to:

HEALTH CONNECT AMERICA, INC.

BY: _____ 6/28/23
Dean Holland — DATE
Chairman of and Authorized Corporate Representative for Health Connect America, Inc.

_____ 6/28/2023
Thomas J. Bondurant — DATE
Counsel for HCA

_____ 6/28/23
Jed Dwyer — DATE
Counsel for HCA

The United States Attorney's Office for the Western District of Virginia:

BY: _____ 6-28-23
Janine M. Myatt — DATE
Special Assistant United States Attorney

Exhibit 1

NON-PROSECUTION AGREEMENT

1. The United States Attorney's Office for the Western District of Virginia ("USAO-WDVA") and HEALTH CONNECT AMERICA, INC. ("HCA"), pursuant to authority granted by its Board of Directors, enter into this Agreement to resolve a pending investigation of HCA.

2. The USAO-WDVA enters into this agreement based on the individual circumstances presented by this case and HCA's acknowledgement, without agreement, that the United States has evidence to support the facts set forth in Addendum A and HCA's commitment to:

a. Fully comply with all of the obligations set forth in this Agreement;

b. Agree to the entry of an Order (attached as Attachment 1) requiring HCA to fully comply with the terms of this agreement and be subject to contempt sanctions if it fails to do so.

3. HCA agrees it will fulfill all of the obligations set forth in the subparagraphs of Paragraph 2 of this Agreement.

4. HCA shall disgorge $ 4,611,375 (four million six hundred eleven thousand three hundred seventy-five dollars) representing amounts it received from Virginia Medicaid to which it was not entitled. Within three days of the Court entering the Order (attached as Attachment 1), HCA shall make payment of $4,611,375 to:

Department of Medical Assistance Services
c/o Randall L. Clouse, MFCU Director
202 North 9th Street
Richmond, VA 23219

Under no circumstances will any amounts paid by HCA pursuant to this agreement be returned or credited.

5. The Term of HCA's obligations under this Agreement will be 5 (five) years from the date the Court enters the Agreed Order ("Effective Date"). However, the Term will be extended to include any time prior to HCA fully complying with all of its commitments, financial and otherwise, set forth in this Agreement.

6. Nothing in this Agreement or any related document is an admission by the USAO-WDVA that the amounts paid by HCA are the maximum amounts that could, in the absence of this agreement, be recovered from HCA. If HCA does not

comply with all of its obligations under this Agreement, the USAO-WDVA is not precluded from arguing or presenting evidence that the total amount to be paid by HCA should be higher.

7. Effective beginning not later than the date it signs this agreement, HCA:

a. Shall abide by all federal, state, and local laws and requirements relating to federal healthcare benefit programs.

b. Shall allow unannounced audits by the Virginia Medicaid Fraud Control Unit ("MFCU"), United States Department of Health and Human Services – Office of Inspector General ("HHS-OIG"), and/or Virginia Department of Medical Assistance Services ("DMAS").

c. Shall maintain all records as required by state and federal law and the regulations of DMAS and the United States Department of Health and Human Services ("HHS").

d. Shall install and appropriately utilize safeguards to prevent the following: billing based on scheduled services rather than services performed, billing for services not provided, providing and billing for services when there is not a legitimate need for services, billing for a higher of level of service than was provided, and billing for services provided by individuals who do not have all of the proper credentials, education, training, licenses, and qualifications.

e. Shall promptly review, by management and the compliance department, any discrepancies discovered during internal or external reviews and audits and promptly take corrective action.

f. Shall report any internal or external audit finding resulting in overpayments and/or paybacks to any federal or state healthcare benefit program anywhere in the United States to HHS-OIG and to the Virginia MFCU within 3 days of such finding being made.

g. Shall ensure clients are provided services in approved locations and not subjected to abuse, neglect, or exploitation by staff. HCA will closely monitor and regularly evaluate recipient-employee interactions and immediately report suspected inappropriate interaction or communication between clients and employees to law enforcement and all relevant regulatory entities.

h. Shall (i) maintain reports of disciplinary action taken against employees

found to have submitted notes which are false, inaccurate, or for services not rendered and (ii) provide such reports to HHS-OIG and MFCU within 3 days of such report being made.

i. Shall promptly investigate each potential instance of theft, fraud, abuse, or neglect by employees and immediately refer such matters to the appropriate law enforcement and/or regulatory authority.

j. Shall, when it makes a report to an agency that any of its employees has committed, fraud, abuse, or neglect, contemporaneously send to HHS-OIG and the Virginia MFCU a copy of the report and the name of the agency to whom such report was made.

k. Shall promptly notify HHS-OIG and the Virginia MFCU when it becomes aware that a Health Connect America employee: (1) is being investigated by law enforcement on any charges related to theft, fraud, abuse, or neglect; or (2) has been arrested or charged with any criminal offense.

l. Shall conduct an extensive background check of each person who will have access to clients and client records prior to hiring them. Any information concerning such person shall be shared with the hiring manager, compliance team, and the person's current and each future supervisor.

m. Shall not employ a person who has been convicted of a felony relating to theft, fraud, abuse, or neglect.

n. Shall create and enforce a written policy of progressive discipline applicable to all employees, that is, a structured corrective action process designed to address employee performance and behavioral issues. Such policy shall be created and in force by July 31, 2023.

o. Shall conduct an accountability audit across all programs on an annual basis. The audit will include verifying the supporting documentation, the provision of the services billed, and appropriate licensure, and may be conducted internally pursuant to industry standards, including the use of random sampling. The first such audit shall be conducted on or before August 31, 2023.

p. Shall conduct, in July of each year, a self-evaluation to review compliance with all requirements of federal laws and regulations, state laws and regulations, and this Agreement. At the completion of each evaluation, the compliance team director/officer will certify that he/she has completed the

evaluation and document any corrective action to be taken. HCA will retain the letters of certification and make them available to the MFCU and HHS-OIG upon request, for five years following the expiration of this agreement. The first such self-evaluation shall be conducted in August 2023.

8. HCA must notify the USAO as soon as reasonably practicable, in writing, of any event (including, but not limited to, sale, merger, dissolution, etc.) that would jeopardize its ability to pay any amounts under this Agreement. If an adverse event (including, but not limited to, sale, merger, dissolution, etc.) would jeopardize HCA's ability to pay any amounts under this Agreement, or if any payment would cause HCA to either (a) violate an existing debt covenant for which the holder(s) will not forbear, forgive or otherwise extend, or (b) incur a negative going concern or viability assessment by its auditors as required by any applicable domestic or foreign corporate governance code, accounting standard or related rule or regulation, HCA shall notify the USAO as soon as reasonably practicable.

9. HCA represents and warrants that it has reviewed its financial situation, it currently is not insolvent as such term is defined in 11 U.S.C. § 101(32), and it reasonably believes it shall remain solvent following payment of the financial obligations set forth in this Agreement. Further, the parties warrant that, in evaluating whether to execute this Agreement, they have (a) intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to HCA, within the meaning of 11 U.S.C. § 547(c)(l); and (b) concluded 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 HCA was or became indebted to on or after the Agreement Date, within the meaning of 11 U.S.C. §548(a)(l). HCA agrees its obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and HCA shall not argue or otherwise take the position in any such case, action, or proceeding that (1) HCA's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (2) HCA was insolvent at the time this Agreement was entered into; or (3) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to HCA. HCA acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement. HCA agrees all amounts payable under this agreement are not dischargeable in bankruptcy and shall be considered debt for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit pursuant to 11 U.S.C. § 523(a)(7).

10. HCA will fully cooperate with all investigations and prosecutions, if any, by the Department of Justice including, but not limited to, investigations and prosecutions of current and former HCA employees and officers.

11. HCA will execute and transmit all documents needed to effectuate the terms of this Agreement.

12. HCA will not, through its present or future directors, officers, employees, or agents, make any public statement or take any position in litigation in which any United States department or agency is a party, contradicting any statement or provision set forth in the Agreement. For the purposes of this paragraph, the term "public statement" means any statement made or authorized by HCA's directors, officers, employees, or attorneys and includes, but is not limited to, a statement in (1) a press release, (2) public relations material, or (3) HCA's websites. Notwithstanding the above, HCA may avail itself of any legal or factual arguments available in defending litigation brought by a party other than the United States. This paragraph does not apply to any statement made by any individual in the course of any actual or contemplated criminal, regulatory, administrative, or civil case initiated by any governmental or private party against such individual.

13. HCA agrees if, during the Term, it undertakes any material change in corporate form, including if it sells, merges, or transfers any portion of its business operations material to HCA's consolidated operations as they existed as of January 31, 2023, whether such change is structured as a sale, asset sale, merger, transfer, or other material change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement unless the USAO-WDVA otherwise agrees in writing. HCA shall provide notice to the USAO-WDVA at least 60 (sixty) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. Nothing herein shall restrict HCA from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the USAO-WDVA.

14. If HCA fully complies with this Agreement for the entire Term, the United States agrees it will not bring criminal charges (except as to potential criminal tax violations, as to which the Government makes no agreement) based on the matters set forth in the Statement of Facts.

15. Notwithstanding any other provision of this Agreement, if the USAO-WDVA, in its sole discretion, determines HCA (a) provided deliberately false, incomplete, or misleading information at any time in connection with this Agreement; (b) committed a felony during the Term; or (c) knowingly and intentionally violated

any provision of this Agreement, (1) the USAO-WDVA will not be bound by its agreement not to prosecute HCA for matters set forth in the Statement of Facts, (2) HCA will not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other rule or law, that any statements or testimony made by or on behalf of HCA prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible, and (3) the United States may file any charges which could have been filed against HCA relating to the Statement of Facts. HCA, aware of its rights concerning statutes of limitation, agrees any prosecution not time-barred by the applicable statute of limitations on the Effective Date of this Agreement may be commenced against HCA in the event of its violation of a provision of this Agreement. Should the USAO-WDVA determine that HCA has violated any provision of this Agreement, the USAO-WDVA shall provide prompt written notice to HCA and provide HCA with a 30 (thirty) day period from the date of receipt of notice in which to make a presentation to the USAO-WDVA to demonstrate that no violation occurred, that any violation was unintentional or inadvertent, or, to the extent applicable, that the violation should not result in adverse action, including because the violation has been cured by HCA.

16. HCA agrees to the entry of an order of the Court (attached as Attachment 1) in which HCA is ordered to comply with the terms of this Agreement and be subject to, in addition to the other remedies available in this Agreement, the jurisdiction of the Court whether for a proceeding that could result in contempt or any other remedy the Court deems appropriate should it fail to comply with any term of the Agreement. For the purposes of a dispute over an alleged violation of the Agreement, a determination by the USAO-WDVA that HCA failed to comply with a term of the agreement shall not be binding on the Court. HCA agrees nothing will divest the Court of jurisdiction, including, but not limited to, any proceeding relating to bankruptcy, insolvency, reorganization, or relief of debtors.

17. HCA shall not violate federal, state, or local law.

18. This Agreement binds the United States Attorney's Office for the Western District of Virginia. Notwithstanding the foregoing, it does not bind the Tax Division of the Department of Justice, other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or any other authorities.

19. HCA waives all rights, whether asserted directly or by a representative, to request or receive from the United States Department of Justice, MFCU, and the HHS-OIG, any records pertaining to the investigation or prosecution of this case, including, without limitation, any records that may be sought under the Freedom of

Information Act, 5 U.S.C. § 552, the Privacy Act of 1974, 5 U.S.C. § 552a, or the Virginia Freedom of Information Act, Va. Code § 2.2-3700- 3714.

20. Nothing in this Agreement resolves, in any way, any liability of any individual.

21. This Agreement, its Addendum A, and Attachment 1 sets forth all the terms of the agreement between HCA and the USAO-WDVA. No amendments, modifications, or additions to this Agreement will be valid unless they are in writing signed by the USAO-WDVA and an attorney for HCA.

22. HCA acknowledges its acceptance of this Agreement by the signature of its counsel and Officer(s). A copy of a resolution authorizing the Officer(s) to execute this Agreement and all other documents to resolve this matter on behalf of HCA is attached as Addendum B.

Agreed to:

HealthConnect America, Inc.

BY: _____ 6/28/23
Dean Holland — DATE
Chairman of and Authorized Corporate Representative for Health Connect America, Inc.

Counsel has fully explained to the Board of Directors of HCA the facts and circumstances of the investigation and the consequences of entering into this Agreement. Counsel has reviewed this entire Agreement and documents referenced herein with the client, through its Officer. HCA understands the terms and conditions of this Agreement, and HCA's decision to enter into this Agreement is knowing and voluntary. HCA's execution of and entry into this Agreement is done with Counsel's consent.

_____ 6/28/2023
Thomas J. Bondurant — DATE
Counsel for Health Connect America, Inc.

_____ 6/28/2023
Jed Dwyer — DATE
Counsel for Health Connect America, Inc.

The United States Attorney's Office for the Western District of Virginia:

BY: Janine M. Myatt — 6-28-23 DATE

Janine M. Myatt
Special Assistant United States Attorney

ADDENDUM A

STATEMENT OF FACTS

HEALTH CONNECT AMERICA, INC., ("HCA") was a corporation with headquarters in Franklin, Tennessee, and locations throughout the Commonwealth of Virginia, including several locations in the Western District of Virginia. HCA was a healthcare provider focused on mental and behavioral health services for children and families.

HCA was a Virginia Medicaid Provider. The Department of Medical Assistance Services ("DMAS") is the Medicaid agency in the Commonwealth of Virginia.

HCA EMPLOYEE 1 worked at HCA's offices in Big Stone Gap, Virginia, and in Norton, Virginia. He held various leadership positions with HCA, including Virginia Director of Operations.

THERAPEUTIC DAY TREATMENT

One of the services HCA provided in Virginia was Therapeutic Day Treatment (TDT) to eligible recipients. The DMAS provider manual states:

> Therapeutic Day Treatment (TDT) provides medically necessary, individualized, and structured therapeutic interventions to children/adolescents with mental, emotional, or behavioral illnesses as evidenced by diagnoses that support and are consistent with the TDT service and whose symptoms are causing significant functional impairments in major life activities such that they need structured treatment interventions offered by TDT. TDT treatment interventions are provided during the school day or to supplement the school day or year. The supporting diagnosis must be made by an LMHP[1] practicing within the scope of his or her license. This service shall include assessment, assistance with medication management, interventions to build daily living skills or enhance social skills, and individual, group, and/or family counseling and care coordination. These services shall be provided for two or more hours per day. Individuals receiving TDT must have the functional capability to understand and benefit from the required activities and counseling of this service. These services are rehabilitative and are intended to improve the individual's functioning. It is unlikely that individuals with severe cognitive and developmental delays/impairments would clinically benefit and meet the service eligibility

[1] LMHP stands for "Licensed Mental Health Professional"

criteria.

There were three (3) different kinds of TDT: school based, summer, and after school. Each kind of TDT program is licensed separately and billed differently. School based TDT services had to be provided at the school, although after school and summer TDT programming could be provided at other licensed locations.

HCA billed for school based TDT from approximately August 1, 2015, to December 31, 2019, for Medicaid recipients, at schools located throughout the Commonwealth of Virginia, including but not limited to schools in Wise County, Virginia and Lee County, Virginia.

Virginia Medicaid requires documentation to support claims submitted for reimbursement. The mental health professional providing TDT was required to create written documentation, in this case a daily Progress Note, which was the written record describing the mental health services provided to each individual recipient.

HCA used an electronic medical record program called CareLogic. Progress Notes were created and electronically signed by the direct care provider, and were approved and electronically signed by supervisors.

All TDT providers, including HCA, were required to maintain the Progress Notes to support billing for all services provided to Virginia Medicaid recipients. Billing Virginia Medicaid for services without documentation is not reimbursable.

Various mental health professionals employed by HCA signed Progress Notes documenting school based TDT services that they did not provide to Medicaid recipients because the recipients were not at school due to student absence or school closure.

HCA billed Virginia Medicaid for TDT services that they did not provide to Medicaid recipients because those students were not at school due to absence or school closure, and for which there was no Progress Note at all.

Pursuant to the DMAS provider manual, TDT services are reimbursed based on units of service, where one unit equals 2 to 2.99 hours per day, two units equals 3 to 4.99 hours per day, and three units equals 5 or more hours per day. Service units are based on medical necessity.

According to the DMAS provider manual, TDT providers are not reimbursed by Virginia Medicaid for:

- inactive time;

- time spent waiting to respond to a behavioral situation;
- transportation;
- time spent documenting individual and family contacts, collateral contacts, and clinical interventions;
- time required for academic instruction when no treatment activity aligns with the goal and objectives in the beneficiary's Individual Service Plan is taking place; or
- time spent monitoring behavior during class when no treatment activity is occurring.

From January 1, 2016, until December 31, 2018, HCA billed for 3 units of TDT per individual Medicaid recipient per day approximately 94 % of the time for students attending Lee County public schools.

From August 1, 2015, until December 31, 2018, HCA billed for 3 units of TDT per individual Medicaid recipient per day approximately 90 % of the time for students attending Wise County public schools.

Based on the ratio of mental health professionals to students, the fact that not all students were in the same classroom, and the need for instruction time, lunch, and other school activities, it was not possible for the majority of students to have 3 units of TDT each school day in Lee and Wise Counties.

HCA's leadership, including EMPLOYEE 1 and others, expected the mental health professionals employed by HCA to document in their progress notes that they provided 3 units (5 or more hours of treatment) every day to each TDT recipient, regardless of the amount of time actually spent with each individual.

HCA's leadership, including EMPLOYEE 1 and others, initiated a quota system for the TDT program that required mental health professionals to bill 1970 units for a 176 day school year in order to cover the cost of their salary. This quota would require direct care workers to bill 3 units every school day for 3.73 students, without regard to whether the time spent was medically necessary or whether they actually spent 5 or more hours with the student.

Those who did not meet their required 1970 unit quota during the school year would have to either work for the summer TDT program for no additional pay, or have their salary reduced.

For Virginia Medicaid recipients from Lee County and Wise County, Virginia, HCA submitted bills to Virginia Medicaid and were paid for school based TDT services:

- on dates and times when individual Virginia Medicaid recipients were not present at school;
- when school was not open due to weather, holidays, and other reasons;
- and other occasions when services were not rendered.

INTENSIVE IN-HOME SERVICES

Another service HCA provided in Virginia was Intensive In-Home Services ("IIH") to eligible Medicaid recipients. IIH is defined and described as follows in the DMAS provider manual:

> Intensive in-home services (IIH) for children and adolescents under age 21 are intensive therapeutic interventions provided in the individual's residence (or other community settings as medically necessary and documented in the SSPI[2] and ISP[3]), to improve family functioning, and significant functional impairments in major life activities that have occurred due to the individuals' mental, behavioral or emotional illness in order to prevent an out of home placement, stabilize the individual, and gradually transition the individual to less restrictive levels of care and supports. All IIH services shall be designed to specifically improve family dynamics, provide modeling, and include clinically necessary interventions that increase functional and therapeutic interpersonal relations between family members in the home. IIH services are designed to promote benefits of psychoeducation in the home setting of an individual who is at risk of being moved into an out-of-home placement due to a documented medical need of the individual. At least one parent/legal guardian or responsible adult with whom the individual is living must be willing to participate in IIH with the goal of keeping the individual with the family.

From January 15, 2018, until September 12, 2018, HCA submitted bills to Virginia Medicaid for IIH, TDT, and other services, it claimed it had provided to INDIVIDUAL A, a juvenile Medicaid recipient who resided in Orange County, Virginia.

EMPLOYEE 2 was employed by HCA as a supervisor, and also provided direct care to HCA clients. EMPLOYEE 2 caused Virginia Medicaid to be billed for providing direct care to INDIVIDUAL A, as well as supervising other HCA employees who caused Virginia Medicid to be billed for providing direct care to INDIVIDUAL A.

EMPLOYEE 3 was employed by HCA and provided direct care to clients, including INDIVIDUAL A. EMPLOYEE 2 was responsible for supervising some of the services to

[2] SSPI stands for "Service-Specific Provider Intake"
[3] ISP stands for "Individualized Service Plan"

be provided to INDIVIDUAL A by EMPLOYEE 3.

During the time period that HCA was providing mental and behavioral health services to INDIVIDUAL A, EMPLOYEE 2, an adult over the age of eighteen (18) years, had a sexual relationship with INDIVIDUAL A, who was thirteen (13) years old at the time.

On various occasions, EMPLOYEE 2 took INDIVIDUAL A to a hotel, brought him to a cabin, or had him spend the night at her residence.

Pursuant to Title 18, Virginia Administrative Code 115-80-90 (D)(2), QMHPs must not "engage in sexual intimacies or romantic relationships with current clients."

Virginia Medicaid does not knowingly allow payment for mental health services, including IIH services, when the QMHP is having a sexual relationship with the juvenile Medicaid recipient.

At EMPLOYEE 2's suggestion, and with EMPLOYEE 2's approval, EMPLOYEE 3 created false treatment notes for services provided to INDIVIDUAL A by EMPLOYEE 3, when INDIVIDUAL A was actually spending time with EMPLOYEE 2. Some of these false treatment notes were used by HCA to bill Virginia Medicaid for IIH services.

HCA caused bills to be submitted to Virginia Medicaid for services not rendered to INDIVIDUAL A or for which HCA was not eligible for reimbursement because of the sexual relationship between its employee and the minor intended recipient of services.

APPLIED BEHAVIORAL ANALYSIS[4]

Another service HCA provided in Virginia was Applied Behavioral Analysis (ABA), to eligible Medicaid recipients. ABA is defined and described as follows in the DMAS provider manual:

> "Applied Behavior Analysis" or "ABA" means the practice of behavior analysis as established by the Virginia Board of Medicine in § 54.1-2900 as the design, implementation, and evaluation of environmental modifications using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

[4] Applied Behavioral Analysis is also referred to as Behavioral Therapy Services (BTS).

Behavioral Therapy Services (BTS) is defined and described as follows in the DMAS provider manual:

> "Behavioral Therapy" means systematic interventions provided by licensed practitioners within their scope of practice defined under Virginia Health Professions Regulatory Board and covered as remedial care under 42 CFR 440.130(d) to individuals under 21 years of age. Behavioral Therapy includes, but is not limited to, Applied Behavior Analysis (ABA)

Billing for ABA and BTS requires that services be provided by certain credentialed providers. During certain times, HCA only had one (1) credentialed Licensed Behavior Analyst, EMPLOYEE 4, qualified to provide ABA and BTS in the Commonwealth of Virginia. EMPLOYEE 4 worked in HCA's Alexandria, Virginia and Sterling, Virginia offices and never provided services outside HCA's Northern Virginia region. HCA billed Virginia Medicaid for ABA and BTS services using EMPLOYEE 4 as the rendering provider, for clients residing in HCA's Southwest Virginia and Central Virginia regions. By doing so, HCA caused bills to be submitted to Virginia Medicaid for services not rendered by a qualified provider.

Virginia Medicaid permits billing for "case management" as part of providing ABA and BTS services. HCA employees billed Virginia Medicaid for watching YouTube videos and participating in company-wide online training as "case management" for individual ABA and BTS clients throughout Virginia. By doing so, HCA caused bills to be submitted to Virginia Medicaid for services not rendered.

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UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
HEALTH CONNECT AMERICA, INC.
(a Tennessee corporation)

June 27, 2023

THE UNDERSIGNED, constituting all of the members of the board of directors (the "Board") of Health Connect America, Inc., a Tennessee corporation (the "Company"), do hereby adopt, by this written consent (this "Consent"), the following resolutions and direct that this Consent be filed in the records of the Company.

RESOLUTIONS

I. **Approval of Non-Prosecution Agreement**

WHEREAS, it has been proposed that the Company enter into that certain Non-Prosecution Agreement, by and among the United States Attorney's Office for the Western District of Virginia and the Company (the "NPA"); and

WHEREAS, the Board has been presented with and has reviewed the NPA and has determined that the NPA and any actions or other agreements contemplated thereby are advisable and in the best interests of the Company and its shareholders.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the NPA, be, and hereby is, determined to be fair, advisable and in the best interests of the Company and its stockholders; and that the NPA and each of the documents or actions contemplated thereby, be, and hereby are, adopted, approved and confirmed in all respects; and be it

FURTHER RESOLVED, that Dean Holland (the "Authorized Person") be, and the Authorized Person acting alone hereby is, authorized and empowered to execute and deliver the NPA, in the name and on behalf of the Company with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) as the Authorized Person shall approve (the execution and delivery thereof by any the Authorized Person to be conclusive evidence of his or her approval of any such additions, deletions or changes); and be it

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the NPA.

II. **General Approvals**

NOW, THEREFORE, BE IT RESOLVED, that in addition to and without limiting the foregoing, the Authorized Person be, and hereby is, for and in the name and on behalf of the Company, authorized to take, or cause to be taken, such further action, to pay such fees and expenses, to make such filings or certifications, and to execute and deliver, or cause to be delivered, all such agreements, instruments and documents, in each case, as the Authorized Person may deem necessary or appropriate in order to effect the purpose and to carry out the intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the

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execution and delivery of such instruments, as the case may be), and any and all actions heretofore taken by the Authorized Person in connection with the subject of the foregoing recitals and resolutions be, and each of them hereby is, ratified, confirmed and approved in all respects as the act and deed of the Company; and be it further

RESOLVED, this Consent may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same Consent. Facsimile, .pdf or other electronically transmitted counterparts of this Consent showing actual signatures shall be deemed and treated as executed originals for all purposes.

Signature Page to Follow

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IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first above written.

BOARD:

DocuSigned by:
Dean Holland
D5BC70C8C05A405...
Dean Holland

DocuSigned by:
Daniel Ilundain
7E8ACE6518A444D...
Daniel Ilundain

DocuSigned by:
Deborah Gallegos
75797 1A8D3654C0...
Deborah Gallegos

DocuSigned by:
Kristi Shain
EFA974D87451421...
Kristi Shain