

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS"), (collectively the "United States"); the State of New Jersey, acting through the Department of Law and Public Safety, New Jersey Attorney General's Office ("New Jersey"); the State of New York, acting through the New York State Attorney General, Medicaid Fraud Control Unit ("New York") (collectively, the United States, New Jersey and New York hereafter "the Government Entities"); Diagnostic Imaging Group, LLC ("DIG") and Doshi Diagnostic Imaging Services, P.C. ("DDIS") (collectively, hereafter "the DIG Parties"); Mark Novick, M.D.; Rey Solano; and Richard Steinman, M.D. (collectively, Novick, Solano and Steinman hereafter the "Relators") through their authorized representatives. Hereafter all of the above entities and persons shall collectively be referred to as "the Parties."

### RECITALS

A. DDIS is a radiology medical practice headquartered in Hicksville, New York that, at the relevant times herein, provided diagnostic imaging services at practice locations in New York and New Jersey. DIG is a Delaware limited liability company headquartered in Hicksville, New York that provided facilities and management support services for the DDIS practice locations in New York and New Jersey. In addition, at the relevant times herein, DIG owned and operated a chain of diagnostic imaging facilities in Florida through New Signet, LLC and certain other affiliates.

B. On September 30, 2009, Mark Novick, M.D. filed under seal a *qui tam* action in the United States District Court for the District of New Jersey captioned *United States ex rel. Mark Novick, M.D. v. Doshi Diagnostic Imaging Services, P.C.*, Civil Action No. 09-4992, pursuant to the *qui tam* provisions of the federal False Claims Act (“FCA”), 31 U.S.C. § 3730(b) and New Jersey False Claims Act (“New Jersey FCA”) and New York False Claims Act (“New York FCA”). Dr. Novick alleged that the defendants submitted claims to Medicare, New Jersey Medicaid and New York Medicaid for certain diagnostic tests, including but not limited to retroperitoneal ultrasounds, Doppler scans, and 3D multiplanar reconstructions, that were not medically necessary, in violation of the FCA, 31 U.S.C. §§ 3279 *et seq.*, the New Jersey FCA, N.J. Stat. Ann. §§ 2A:32C-1, *et seq.*, and the New York FCA, N.Y. State Fin. Law §§ 187 *et seq.*

On January 15, 2010, Rey Solano filed under seal a *qui tam* action in the United States District Court for the District of New Jersey captioned *United States ex rel. Rey Solano v. Diagnostic Imaging Group et al.*, Civil Action No. 10-267, pursuant to the *qui tam* provisions of the FCA, 31 U.S.C. § 3730(b) and New Jersey and New York FCAs. Mr. Solano alleged that the defendants violated the FCA, New Jersey FCA, and New York FCA by submitting claims to Medicare, New Jersey Medicaid and New York Medicaid that were false because they were for services that had been referred to the defendants by physicians with whom the defendants had Service Agreements, pursuant to which the physicians supervised the nuclear stress tests of patients that they referred to the defendants, that violated the federal Anti-Kickback Statute (“AKS”), 42 U.S.C. § 1320a-7b(b), and the federal Physician Self-Referral or “Stark” Law, 42 U.S.C. § 1395nn.

On September 13, 2010, Richard Steinman, M.D. filed under seal a *qui tam* action in the United States District Court for the Eastern District of New York captioned *United States ex rel. Richard Steinman, M.D. v. Diagnostic Imaging Group, Doshi Diagnostic Imaging Services and Signet Diagnostic Imaging Services*, Civil Action No. 10-4161, pursuant to the *qui tam* provisions of the FCA, 31 U.S.C. § 3730(b) and New Jersey FCA, New York FCA and Florida False Claims Act. Dr. Steinman alleged that the defendants submitted claims to Medicare, Florida Medicaid, New Jersey Medicaid and New York Medicaid for 3D multiplanar reconstructions that were not medically necessary, not ordered and/or not performed, in violation of the FCA, 31 U.S.C. §§ 3279 *et seq.*, the Florida FCA, Fla. Stat. Ann. §§ 68.081 *et seq.*, the New Jersey FCA, N.J. Stat. Ann. §§ 2A:32C-1, *et seq.*, and the New York FCA, N.Y. State Fin. Law §§ 187 *et seq.*

The *Novtek*, *Solano* and *Steinman* civil actions described above shall hereafter be collectively referred to as “the Civil Actions.”

C. The Government Entities contend that the DIG Parties submitted or caused to be submitted claims for payment to the Medicare Program (“Medicare”), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1; the New Jersey Medicaid Program (“New Jersey Medicaid”), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 – 1396w-5, and N.J. Stat. Ann. § 30:4D-1, *et seq.*; and the New York Medicaid Program (“New York Medicaid”), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 – 1396w-5, and N.Y. Soc. Serv. Title 11 §§ 363, *et seq.*

D. The Government Entities contend that they have certain civil claims against the DIG Parties arising from the following:

(1) from September 1, 1999 to July 31, 2010, the DIG Parties submitted and/or caused to be submitted to Medicare, New Jersey Medicaid and New York Medicaid claims for retroperitoneal ultrasounds (CPT codes 76770 and 76775) and transrectal ultrasounds (CPT code 76872) that were not specifically ordered by a treating physician and/or were not medically necessary;

(2) from April 1, 2005 to July 31, 2010, the DIG Parties submitted and/or caused to be submitted to Medicare, New Jersey Medicaid and New York Medicaid claims for Doppler scans (CPT code 93976) that were not specifically ordered by a treating physician and/or not medically necessary;

(3) from January 1, 2003 to July 31, 2010, the DIG Parties submitted and/or caused to be submitted to Medicare, New Jersey Medicaid and New York Medicaid claims for pelvic x-rays (CPT code codes 72170 and 72190) that were not specifically ordered by a treating physician and/or not medically necessary; and

(4) from January 1, 2006 to July 31, 2010, the DIG Parties submitted and/or caused to be submitted to Medicare, New Jersey Medicaid and New York Medicaid claims for 3D multiplanar reconstructions (CPT codes 76376 and 76377) that were not medically necessary, not ordered and/or not performed.

The conduct described above in this paragraph and all four of its subparts is hereafter referred to as "Diagnostic Test Covered Conduct."

E. The United States and New York further contend that they have certain additional civil claims against the DIG Parties arising from the following: DIG and DDIS submitted claims to Medicare from April 1, 2003 to July 22, 2012, and to New York Medicaid from October 5, 2001 to July 22, 2012, for nuclear stress tests that were

false because DIG and DDIS had Service Agreements with the referring physicians under which they paid more than fair market value for supervision of nuclear stress tests, in violation of the Antikickback Statute, 42 U.S.C. § 1320a-7b ("AKS"), the federal "Stark" Physician Self-Referral law, 42 U.S.C. 1396nn ("Stark") and analogous state laws.

The conduct described above in this paragraph is hereafter referred to as "Stress Test Covered Conduct." (The Diagnostic Test Covered Conduct and Stress Test Covered Conduct shall be collectively hereafter referred to as the "Covered Conduct.")

F. This Settlement Agreement is neither an admission of liability by the DIG Parties nor a concession by the Government Entities and/or Relators that their claims are not well founded.

G. Relators claim entitlement to a share of the proceeds of this Settlement Agreement and to Relators' reasonable expenses, attorneys' fees and costs under 31 U.S.C. § 3730(d), N.J. Stat. Ann. §§ 2A:32C-7 and -8, and N.Y. State Fin. Law § 190(6)(a).

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. The DIG Parties agree to pay the following sums plus interest accrued at 2.2 percent per annum on the unpaid balance from November 1, 2013 to the date of payment: (a) \$13,655,678 to the United States (for Medicare and the federal share of New Jersey and New York Medicaid), (b) \$95,192 to New Jersey (for the state share of New Jersey Medicaid), and (c) \$1,749,130 to New York (for the state share of New York

Medicaid). The total of these sums, \$15,500,000, shall hereafter be referred to as the "Settlement Amount," and the Settlement Amount plus interest described above shall hereafter be referred to as the "Settlement Proceeds." The DIG Parties agree to pay the Settlement Proceeds as follows:

A. As referenced in Exhibit A, on or before the Effective Date of this Agreement, the DIG Parties will pay the following sums, plus 2.2 percent interest per annum from November 1, 2013 through the date these payments are made: (a) \$5,286,068 to the United States, (b) \$36,849 to New Jersey, and (c) \$677,083 to New York.

B. Thereafter, over a period of 5 years, the DIG Parties will make 19 quarterly payments with interest at 2.2 percent per annum in the amounts set forth on Exhibit A. The first quarterly payments will be due on April 30, 2014, and subsequent quarterly payments will be due at 90 day intervals thereafter. If the date on which a quarterly payment is due falls on a Saturday or Sunday, the DIG Parties shall make such payment by the following Monday. The entire balance of the Settlement Proceeds, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

C. All payments made by the DIG Parties to the United States, New Jersey and New York will be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of New Jersey, Office of the Attorney General for the State of New Jersey, and Office of the Attorney General for the State of New York, respectively.

D. In the event that the DIG Parties fail to pay any amount as provided in Paragraphs 1.A and 1.B within five (5) business days of the date on which such payment is due, the DIG Parties shall be in default of their payment obligations (“Default”) under this Agreement. The Government Entities will provide via email notice of Default to the DIG Parties and to counsel for Relators, and the DIG Parties shall have the opportunity to cure such Default within five (5) business days from the date of receipt of the notice. Notice of Default will be delivered to the DIG Parties’ undersigned counsel, or to such other representative as the DIG Parties shall designate in advance in writing to the Government Entities. If the DIG Parties fail to cure such Default within five (5) business days of receiving the Notice of Default, the remaining unpaid balance of the Settlement Amount and interest accrued as of the date of default shall become immediately due and payable, and interest shall accrue at the rate of 10.125% per annum compounded daily from the date of Default on the remaining unpaid total (principal and interest balance). The DIG Parties shall consent to a judgment (“Consent Judgment”) in the amount of the unpaid balance, and the Government Entities may: (a) offset the remaining unpaid balance from any amounts due and owing to the DIG Parties by any department, agency, or agent of the Government Entities, at the time of Default; (b) collect the entire unpaid balance of the Settlement Amount, plus interest, including 10.125% interest from the date of Default, and all other amounts due upon the event of Default as specified in this paragraph; (c) file a civil action for the Covered Conduct; and/or (d) exercise any other rights granted by law or in equity, including referral of this matter for private collection. In the event a Complaint is filed pursuant to subsection (c) of this paragraph, the DIG Parties 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 the DIG Parties on the Effective Date of this Agreement. The DIG Parties agree not to contest any Consent Judgment, offset, or any collection action undertaken by the Government Entities pursuant to this paragraph, either administratively or in any state or federal court. The DIG Parties shall pay the Government Entities all reasonable costs of collection and enforcement under this paragraph, including attorneys' fees and expenses.

Notwithstanding the foregoing, in the event of Default as defined above, OIG-HHS may exclude the DIG Parties from participating in all Federal health care programs until the DIG Parties pay the Settlement Amount and reasonable costs as set forth in Paragraph 1.A and 1.B, above. OIG-HHS will provide written notice of any such exclusion to the DIG Parties. The DIG Parties 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 the DIG Parties wish to apply for reinstatement, the DIG Parties must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. The DIG Parties will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

Further, in the event of Default as defined above, the New York State Office of the Medicaid Inspector General ("NYS OMIG") may exclude the DIG Parties from participating in the New York Medicaid Program. NYS OMIG will provide written notice of any such exclusion to the DIG Parties, and the DIG Parties agree not to contest



such exclusion administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion the DIG Parties wish to apply for reinstatement, the DIG Parties must submit a written request for reinstatement to New York's Medicaid Program. The DIG Parties will not be reinstated unless and until NYS OMIG approves such request for reinstatement.

2. Conditioned upon the United States and New York receiving the payments from the DIG Parties set forth in Paragraphs 1.A and 1.B, the United States and New York agree that they shall each pay to the Relators by electronic funds transfer the following percentages of each such payment received under the Settlement Agreement as soon as feasible after receipt of the payment: 9.7% to Relator Mark Novick, M.D.; 6.92% to Relator Rey Solano; and 1.35% to Relator Richard Steinman, M.D.

Conditioned upon New Jersey receiving the payments from the DIG Parties set forth in Paragraphs 1.A and 1.B, New Jersey agrees that it shall each pay 9.7% to Relator Mark Novick, M.D. and 1.35% to Relator Richard Steinman, M.D. by electronic funds transfer as soon as feasible after receipt of the payment.

3. Within five (5) business days after the Effective Date of the Agreement, and pursuant to written instructions from counsel for Relators Novick, Solano, and Steinman, the DIG Parties agree to pay the following sums in full and final settlement of any claim for attorneys' fees, costs, and/or expenses arising from the Civil Actions, pursuant to 31 U.S.C. § 3730(d), N.J. Stat. Ann. §§ 2A:32C-7 and -8, and N.Y. State Fin. Law § 190(6)(a) or any other state or federal statutory, common law or other theory of recovery: (1) \$794,000 to counsel for Relator Novick; (2) \$190,000 to counsel for Relator Solano; and (3) \$175,000 to counsel for Relator Steinman (the "Attorneys' Fee

Settlement Amounts”). Relators expressly and affirmatively represent and warrant on behalf of themselves, and their heirs, successors, attorneys, agents, employees, and assigns that the following law firms are the only law firms or lawyers that have a claim for legal fees, costs or expenses arising from the Civil Actions: (1) Pietragallo Gordon Alfano Bosick & Raspanti, LLP; (2) Law Offices of Gary I. Fields, PLLC; (3) Phillips & Cohen LLP; (4) Seeger Weiss, LLP; (5) Kessler Topaz Meltzer & Check LLP; and (6) Stone & Magnanini, LLP.

4. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon and following the DIG Parties’ full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the United States releases the DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; and officers, directors, employees and affiliates; and the successors and assigns of any of them, 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, disgorgement and fraud.

5. Subject to the exceptions in Paragraph 9 below, and conditioned upon and following the DIG Parties’ full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of

the Effective Date of this Agreement or any payment made under this Agreement), Relator Novick, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; and officers, directors, employees and affiliates; and the successors and assigns of any of them, of and from any claims, actions, damages, liabilities, losses, expenses, compensations, reimbursements, actions, rights, suits, proceedings and causes of action of whatsoever kind or nature, that Relator Novick has or may have or could have asserted in the future, in the Civil Action, including the Diagnostic Test Covered Conduct; provided however, that nothing herein shall release the DIG Parties from the obligations set forth in this Agreement. This release shall not include a release by Relator Novick for any liability which may accrue after the Effective Date of this Agreement.

Subject to the exceptions in Paragraph 9 below, and conditioned upon and following the DIG Parties' full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), Relator Steinman, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; and officers, directors, employees and affiliates; and the successors and assigns of any of them, of and from any claims, actions, damages, liabilities, losses, expenses, compensations, reimbursements, actions, rights, suits, proceedings and causes of action of whatsoever kind or nature, that Relator Steinman has or may have or could have

asserted in the future, in the Civil Action, including the Diagnostic Test Covered Conduct; provided however, that nothing herein shall release the DIG Parties from the obligations set forth in this Agreement. This release shall not include a release by Relator Steinman for any liability which may accrue after the Effective Date of this Agreement.

Subject to the exceptions in Paragraph 9 below, and conditioned upon and following the DIG Parties' full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), Relator Solano, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; and officers, directors, employees and affiliates; and the successors and assigns of any of them, of and from any claims, actions, damages, liabilities, losses, expenses, compensations, reimbursements, actions, rights, suits, proceedings and causes of action of whatsoever kind or nature, that Relator Solano has or may have or could have asserted in the future, in the Civil Action, including the Stress Test Covered Conduct; provided however, that nothing herein shall release the DIG Parties from the obligations set forth in this Agreement. This release shall not include a release by Relator Solano for any liability which may accrue after the Effective Date of this Agreement.

6. In consideration of the obligations of the DIG Parties in this Agreement and of the obligations of the DIG Parties in the Corporate Integrity Agreement ("CIA"), entered into between OIG-HHS and the DIG Parties, and conditioned upon and following the DIG Parties' full payment of the Settlement Proceeds, 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 DIG and DDIS 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 Paragraph 9 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude the DIG Parties 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 9, below.

7. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon and following the DIG Parties' full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), New Jersey releases the DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; and officers, directors, employees, and affiliates; and the successors and assigns of any of them, from:(a) any civil claim or administrative monetary claim New Jersey has for the Diagnostic Test Covered Conduct under the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-1, *et seq.*, or under any other federal or state statute, regulation, rule, and/or common law

doctrine; and (b) any action seeking to exclude, debar, suspend, or otherwise terminate, restrict, or limit the DIG Parties from participating in New Jersey Medicaid for the Diagnostic Test Covered Conduct. Notwithstanding the foregoing, nothing in this paragraph shall release any claim or preclude New Jersey (or any of its agencies) from taking any action (including, without limitation, action to exclude, debar, suspend, or otherwise terminate, restrict, or limit from participating in New Jersey Medicaid) against any successor to the DIG Parties' operations in New Jersey after October 31, 2008.

8. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon and following the DIG Parties' full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement):

A. New York releases the DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; divisions; owners; officers; directors; employees; affiliates; and the successors and assigns of any of them, from any civil claims New York has for the Covered Conduct under the New York False Claims Act, N.Y. State Fin. §§ 187 *et seq.*, Executive Law § 63(12), Social Services Law § 145-b, or the common law or equitable theories of payment by mistake, disgorgement, unjust enrichment, breach of contract or fraud.

B. NYS OMIG releases the DIG Parties from any civil or administrative claims or causes of action, which NYS OMIG has or may have, individually and/or collectively, against the DIG Parties under 18 NYCRR § 515.2,

§ 515.7 and Part 516, and the related regulations, for the Covered Conduct. NYS OMIG does not agree to waive any rights, obligations, or causes of action other than those specifically referred to in this Paragraph. NYS OMIG expressly reserves all rights to comply with statutory and regulatory obligations to exclude the DIG Parties from Medicaid under 18 NYCRR § 515.8 (mandatory exclusion) based upon the Covered Conduct.

9. Notwithstanding the releases given in paragraphs 4, 5, 6, 7 and 8 of this Agreement, or any other term of this Agreement, the following claims of the Government Entities are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code), and any criminal, civil or administrative liability arising under New Jersey revenue codes and New York Tax Law;
- 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 and New York (or any of their agencies) for any conduct other than the Covered Conduct;
- e. Any liability to New Jersey (or any of its agencies) for any conduct other than the Diagnostic Test Covered Conduct;
- f. Any liability to the United States, New York or New Jersey for claims submitted to Medicare or Medicaid managed care organizations and paid on a capitated or other fixed fee basis;

- g. Any liability based upon obligations created by this Agreement;
- h. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

10. Relators Novick, Solano and Steinman and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B), N.J. Stat. Ann. § 2A:32C-6 and N.Y. State Fin. Law § 190(5)(b)(ii). Conditioned upon Relators' receipt of the payments described in Paragraph 2, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the Government Entities, their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Actions or under 31 U.S.C. § 3730, N.J. Stat. Ann. § 2A:32C-6, N.J. Stat. Ann. § 2A:32C-7 and N.Y. State Fin. Law § 190 and from any claims to a share of the proceeds of this Agreement and/or the Civil Actions.

11. Conditioned upon and following the receipt of payment for attorneys' fees and costs in the amounts set forth in Paragraph 3, Relators Novick, Solano and Steinman, for themselves and for their heirs, successors, attorneys, agents, and assigns, release the DIG Parties, together with their current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, and officers, directors, employees and affiliates, and the successors and assigns of any of



them, from any claims they might assert under 31 U.S.C. § 3730(d), N.J. Stat. Ann. § 2A:32C-8, N.Y. State Fin. Law § 190(7) or any other state or federal statutory, common law or other theory of recovery for expenses or attorney's fees and costs arising from the Civil Actions. In the event that the DIG Parties Default under this Agreement, the Attorneys' Fees Settlement Amounts specified in Paragraph 3 shall be considered a "full and final settlement" of any claim for attorneys' fees, costs, and/or expenses arising from the Civil Actions only as to attorneys' fees, costs, and/or expenses arising from the Civil Actions up through the Effective Date of the Agreement.

12. DIG and DDIS have provided sworn financial disclosure statements ("Financial Statements") to the Government Entities, and the Government Entities have relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. The DIG Parties warrant that the Financial Statements are complete, accurate, and current as of the date they were provided to the Government Entities. If the Government Entities learn of asset(s) in which DIG and DDIS had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the Government Entities learn of any misrepresentation by DIG or DDIS on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation increases the estimated net worth set forth in the Financial Statements by \$775,000 or more, the Government Entities may each at their sole option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect immediately the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of DIG or DDIS previously undisclosed. Other than disputing the fact or amount of any alleged nondisclosure or misrepresentation, the DIG Parties agree not to

contest any collection action undertaken by any of the Government Entities pursuant to this provision, and agree immediately to pay the Government Entities all reasonable costs incurred in such an action, including attorney's fees and expenses if the alleged nondisclosure or misrepresentation is found through such action to have occurred and to have changed the estimated net worth set forth in the Financial Statements by \$775,000 or more.

13. In the event that any of the Government Entities, pursuant to Paragraph 12 (concerning disclosure of assets), above, opts to rescind this Agreement, the DIG Parties 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 any of the Government Entities within 120 calendar days of written notification to the DIG Parties that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on September 30, 2009.

14. The DIG Parties 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. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by any of the Government Entities concerning the characterization of the Settlement Amount for purposes of the Internal

Revenue laws, Title 26 of the United States Code, New Jersey's revenue codes and New York Tax Law.

15. The DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; and officers, directors, employees and affiliates; and the successors and assigns of any of them, fully and finally release the Government Entities and Relators, and their agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the DIG Parties, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; and officers, directors, employees and affiliates; and the successors and assigns of any of them have asserted, could have asserted, or may assert in the future against the Government Entities and Relators, and their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the Government Entities' or Relators' investigation and prosecution thereof. This paragraph shall be null and void in the event that the Agreement is rescinded based upon any other provision in this Agreement.

16. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, including New Jersey Medicaid and New York Medicaid, related to the Covered Conduct; and the DIG Parties agree not to resubmit to any Medicare contractor or any state payer, including the New Jersey and New York Medicaid programs, any previously

denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

17. The DIG Parties 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 the DIG Parties, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the Government Entities' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) the DIG Parties' investigation, defense, and corrective actions undertaken in response to the Government Entities' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment the DIG Parties make to the Government Entities pursuant to this Agreement and any payments that the DIG Parties may make to the Relators, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
  - (i) retain an independent review organization to perform

annual reviews as described in Section III of the CIA; and

- (ii) prepare and submit reports to 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 17.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to the DIG Parties.

b. Future Treatment of Unallowable Costs: If applicable, unallowable Costs shall be separately determined and accounted for by the DIG Parties, and the DIG Parties 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 the DIG Parties or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: If applicable, the DIG Parties further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by the DIG Parties 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. The DIG Parties agree that the United States or any state Medicaid program, at a minimum, shall be entitled to recoup from the DIG Parties 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 Government Entities pursuant to their direction or the direction of the affected agencies. The Government Entities reserve their rights to disagree with any calculations submitted by the DIG Parties or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on the DIG Parties 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 any of the Government Entities to audit, examine, or re-examine the DIG Parties' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

18. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent expressly provided for herein, including without limitation in Paragraph 19 (waiver for beneficiaries paragraph), below.

19. The DIG Parties 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.

20. The DIG Parties warrant that they have reviewed their financial situation and that they currently are all solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall all remain solvent following payment to the Government Entities 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 the DIG Parties, 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 the DIG Parties were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

21. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, the DIG Parties 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 the DIG Parties' debts, or seeking to adjudicate the DIG Parties as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for the DIG Parties or for all or any substantial part of the DIG Parties' assets, the DIG Parties agree as follows:

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

b. If the DIG Parties' 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, New Jersey and New York, at each of their sole options, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against the DIG Parties for the claims that would otherwise be covered by the releases provided in Paragraphs 4, 6, 7 and 8 above. The DIG Parties agree that (i) any such claims, actions, or proceedings brought by any of the Government Entities 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 the DIG Parties shall not argue or otherwise contend that the Government Entities' claims, actions, or proceedings are subject to an automatic stay; (ii) the DIG Parties 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 proceedings that are brought by any of the Government Entities within 120 calendar days of written notification to the DIG Parties



that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on September 30, 2009; and (iii) the Government Entities have a valid claim against the DIG Parties in the amount of \$30,000,000 plus penalties, and the Government Entities may pursue their respective 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. The DIG Parties acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

22. The DIG Parties agree that each of them shall not transfer ownership in, encumber, or sell assets or property of such amount that will materially reduce their ability to pay the Settlement Proceeds in full as provided in Paragraphs 1.A and 1.B of this Agreement.

23. In the event of (a) any purchase, reorganization, merger or consolidation in which the voting securities of DIG outstanding immediately preceding such transaction represent less than 50% of the voting power of DIG or a surviving entity following such transaction, or (b) the sale of all or substantially all of the assets of DIG (an "Acquisition Event"), the unpaid balance of the Settlement Amount plus interest shall immediately be due and payable to the Government Entities within five (5) business days of the closing of the Acquisition Event. The DIG Parties shall provide the Government Entities with at least 120 days written notice of an anticipated Acquisition Event or reasonably prompt notice if the anticipated Acquisition Event will occur in less than 120 days.

24. Upon receipt by the Government Entities of the full payments that are described in Paragraph 1.A, the Government Entities shall promptly sign and file in the *Novick* and *Steinman* Civil Actions a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1), which shall specify that the dismissal is subject to the terms of this Agreement. With respect to the Government Entities, such dismissal shall provide that the claims set forth in the *Novick* and *Steinman* Civil Actions are dismissed with prejudice as to the Diagnostic Test Covered Conduct, and dismissed without prejudice as to other claims. With respect to the Relators *Novick* and *Steinman*, such dismissal shall provide that the claims set forth in the *Novick* and *Steinman* Civil Actions are dismissed with prejudice.

Upon receipt by the United States and New York of the full payments that are described in Paragraph 1.A, the United States and New York shall promptly sign and file in the *Solano* Civil Action a Joint Stipulation of Dismissal of the Civil Actions pursuant to Rule 41(a)(1), which shall specify that the dismissal is subject to the terms of this Agreement. With respect to the United States and New York, such dismissal shall provide that the claims set forth in the *Solano* Civil Action are dismissed with prejudice as to the Stress Test Covered Conduct, and dismissed without prejudice as to other claims. With respect to Relator *Solano*, such dismissal shall provide that the claims set forth in the *Solano* Civil Action are dismissed with prejudice.

25. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

27. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of New Jersey. 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.

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

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

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

31. This Agreement is binding on the DIG Parties' successors, transferees, heirs, and assigns.

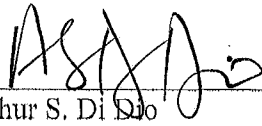
32. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

33. All parties consent to the disclosure of this Agreement, and information about this Agreement and the Civil Actions, to the public.

34. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 2/20/14

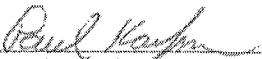
BY: 

Arthur S. Di Dio  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

THE UNITED STATES OF AMERICA

LORETTA E. LYNCH  
United States Attorney  
Eastern District of New York

DATED: 2/14/17

BY:   
Paul Kaufman  
Chief, Civil Health Care Fraud  
United States Attorney's Office  
Eastern District of New York

THE UNITED STATES OF AMERICA

PAUL J. FISHMAN  
United States Attorney  
District of New Jersey

DATED: 2/19/14

BY: Charles Graybow  
Charles Graybow  
Assistant United States Attorney  
United States Attorney's Office for the District of  
New Jersey

THE UNITED STATES OF AMERICA

DATED: 2/19/14

BY: Robert K. DeConti

Robert K. DeConti  
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 NEW JERSEY

JOHN J. HOFFMAN  
Acting Attorney General  
State of New Jersey

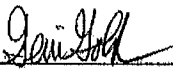
DATED: 2/19/14

BY: Michelle T. Weiner  
Michelle T. Weiner  
Deputy Attorney General

THE STATE OF NEW YORK

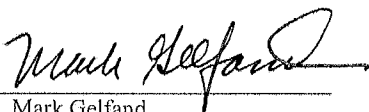
ERIC T. SCHNEIDERMAN  
Attorney General of the  
State of New York

DATED: 2/19/14

BY:   
Gerri Gold  
Special Assistant Attorney General  
Medicaid Fraud Control Unit

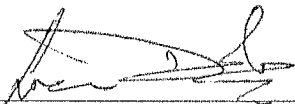
THE DIG PARTIES

DATED: 2/18/14

BY: 

Mark Gelfand  
Executive Vice President and Compliance Officer  
Diagnostic Imaging Group, LLC

DATED: 2/18/14

BY: 

Leena Doshi  
President of Doshi Diagnostic Imaging Services,  
P.C.

DATED: 2/19/14

BY:  *ML*

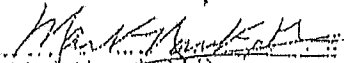
Mitchell Lazris  
Hogan Lovells US LLP  
Counsel for the DIG Parties

DATED: 2/19/14

BY: 

Ronald Wisby  
Hogan Lovells US LLP  
Counsel for the DIG Parties

RELATOR MARK NOVICK, M.D.

DATED 2/15/2014 BY   
Mark Novick, M.D.

DATED \_\_\_\_\_ BY \_\_\_\_\_  
Kevin B. Raphael  
Marc S. Raspanti  
Michael A. Morse  
Pietragallo Gordon Alfino Bostick & Raspanti, LLP  
Counsel for Mark Novick, M.D.

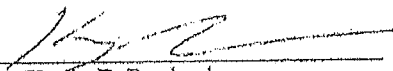
DATED \_\_\_\_\_ BY \_\_\_\_\_  
Gary I. Fields  
Law Offices of Gary I. Fields, PLLC  
Counsel for Mark Novick, M.D.

RELATOR MARK NOVICK, M.D.


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

BY: \_\_\_\_\_  
Mark Novick, M.D.

DATED: 2-18-14

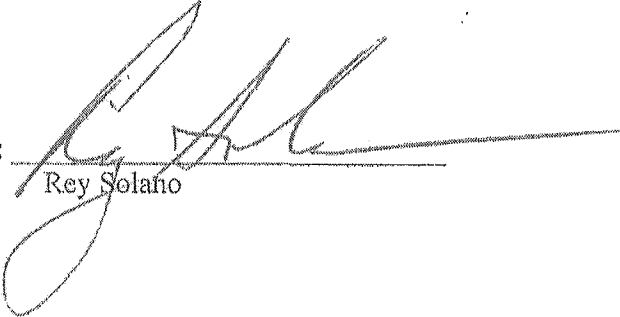
BY:   
Kevin E. Raphael  
Marc S. Raspanti  
Michael A. Morse  
Pietragallo Gordon Alfano Bosick & Raspanti, LLP  
Counsel for Mark Novick, M.D.

DATED: 2-18-14

BY:   
Gary I. Fields  
Law Offices of Gary I. Fields, PLLC  
Counsel for Mark Novick, M.D.

RELATOR REY SOLANO

DATED: 2/19/14

BY:   
\_\_\_\_\_  
Rey Solano

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

BY: \_\_\_\_\_  
Eric H. Jaso  
Counsel for Rey Solano  
Seeger Weiss LLP

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

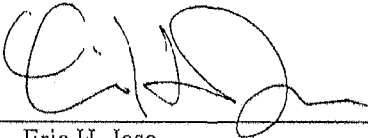
BY: \_\_\_\_\_  
David A. Bocian  
Counsel for Rey Solano  
Kessler Topaz Meltzer & Check LLP

RELATOR REY SOLANO

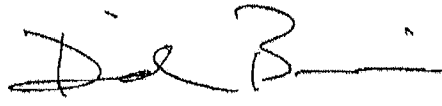
DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Rey Solano

DATED: 2.19.14

BY:   
Eric H. Jaso  
Counsel for Rey Solano  
Seeger Weiss LLP

DATED: 2.19.14

BY:   
David A. Bocian  
Counsel for Rey Solano  
Kessler Topaz Meltzer & Check LLP

RELATOR RICHARD STEINMAN, M.D.

DATED: Feb 19, 2014 BY: Richard Steinman / by e-sign  
Richard Steinman, M.D.

DATED: Feb 19, 2014 BY: TP McCormack  
Timothy P. McCormack  
Counsel for Richard Steinman, M.D.  
Phillips & Cohen LLP



**EXHIBIT A**

**Federal Government**

**TOTAL FEDERAL SETTLEMENT** **\$13,655,678.00**

**Federal Funds Breakdown**

1.	Federal Share	\$13,655,678.00
2.	Total Interest	\$ 539,961.73
3.	Total Federal Settlement Amount	\$14,195,639.73

**Payment Schedule**  
**Federal Government**

Date	Principal Balance	Principal Payment ***	Interest Payment 2.2% Annually ***	Total Federal Quarterly Payment ***
INITIAL PAYMENT	\$13,655,678.00	\$5,286,068.00	\$91,362.10	\$5,377,430.10
April 30, 2014	\$8,369,610.00	\$440,505.79	\$34,303.94	\$474,809.73
July 31, 2014	\$7,929,104.21	\$440,505.79	\$43,610.07	\$484,115.86
October 31, 2014	\$7,488,598.42	\$440,505.79	\$41,187.29	\$481,693.08
January 31, 2015	\$7,048,092.63	\$440,505.79	\$38,764.51	\$479,270.30
April 30, 2015	\$6,607,586.84	\$440,505.79	\$36,341.73	\$476,847.52
July 31, 2015	\$6,167,081.05	\$440,505.79	\$33,918.95	\$474,424.74
October 31, 2015	\$5,726,575.26	\$440,505.79	\$31,496.16	\$472,001.95
January 31, 2016	\$5,286,069.47	\$440,505.79	\$29,073.38	\$469,579.17
April 30, 2016	\$4,845,563.68	\$440,505.79	\$26,650.60	\$467,156.39
July 31, 2016	\$4,405,057.89	\$440,505.79	\$24,227.82	\$464,733.61
October 31, 2016	\$3,964,552.11	\$440,505.79	\$21,805.04	\$462,310.83
January 31, 2017	\$3,524,046.32	\$440,505.79	\$19,382.25	\$459,888.04
April 30, 2017	\$3,083,540.53	\$440,505.79	\$16,959.47	\$457,465.26
July 31, 2017	\$2,643,034.74	\$440,505.79	\$14,536.69	\$455,042.48
October 31, 2017	\$2,202,528.95	\$440,505.79	\$12,113.91	\$452,619.70
January 31, 2018	\$1,762,023.16	\$440,505.79	\$9,691.13	\$450,196.92
April 30, 2018	\$1,321,517.37	\$440,505.79	\$7,268.35	\$447,774.14
July 31, 2018	\$881,011.58	\$440,505.79	\$4,845.56	\$445,351.35
October 31, 2018	\$440,505.79	\$440,505.79	\$2,422.78	\$442,928.57
<b>Total For All Payments</b>		<b>\$13,655,678.00</b>	<b>\$539,961.73</b>	<b>\$14,195,639.73</b>

EXHIBIT A

State of New Jersey

<b>TOTAL MEDICAID SETTLEMENT (STATE/FEDERAL)</b>	<b>\$190,384.00</b>
<b>FEDERAL SHARE</b>	<b>\$ 95,192.00</b>

State Funds Breakdown

1. State Share	\$95,192.00
2. Total Interest	\$ 3,763.98
3. Total State Settlement Amount	\$98,955.98 **

\*\*These are State monies only; do not send or credit any amount to the Federal Government

Payment Schedule  
State of New Jersey

Date	Principal Balance	Principal Payment ***	Interest Payment 2.2% Annually ***	Total NJ Quarterly Payment ***
INITIAL PAYMENT	\$95,192.00	\$36,849.00	\$636.87	\$37,485.87
April 30, 2014	\$58,343.00	\$3,070.68	\$239.13	\$3,309.81
July 31, 2014	\$55,272.32	\$3,070.68	\$304.00	\$3,374.68
October 31, 2014	\$52,201.63	\$3,070.68	\$287.11	\$3,357.79
January 31, 2015	\$49,130.95	\$3,070.68	\$270.22	\$3,340.90
April 30, 2015	\$46,060.26	\$3,070.68	\$253.33	\$3,324.02
July 31, 2015	\$42,989.58	\$3,070.68	\$236.44	\$3,307.13
October 31, 2015	\$39,918.89	\$3,070.68	\$219.55	\$3,290.24
January 31, 2016	\$36,848.21	\$3,070.68	\$202.67	\$3,273.35
April 30, 2016	\$33,777.53	\$3,070.68	\$185.78	\$3,256.46
July 31, 2016	\$30,706.84	\$3,070.68	\$168.89	\$3,239.57
October 31, 2016	\$27,636.16	\$3,070.68	\$152.00	\$3,222.68
January 31, 2017	\$24,565.47	\$3,070.68	\$135.11	\$3,205.79
April 30, 2017	\$21,494.79	\$3,070.68	\$118.22	\$3,188.91
July 31, 2017	\$18,424.11	\$3,070.68	\$101.33	\$3,172.02
October 31, 2017	\$15,353.42	\$3,070.68	\$84.44	\$3,155.13
January 31, 2018	\$12,282.74	\$3,070.68	\$67.56	\$3,138.24
April 30, 2018	\$9,212.05	\$3,070.68	\$50.67	\$3,121.35
July 31, 2018	\$6,141.37	\$3,070.68	\$33.78	\$3,104.46
October 31, 2018	\$3,070.68	\$3,070.68	\$16.89	\$3,087.57
<b>Total For All Payments</b>		<b>\$95,192.00</b>	<b>\$3,763.98</b>	<b>\$98,955.98</b>

**EXHIBIT A**

State of New York

<b>TOTAL MEDICAID SETTLEMENT (STATE/FEDERAL)</b>	<b>\$2,915,217.00</b>
<b>FEDERAL SHARE</b>	<b>\$1,166,087.00</b>

**State Funds Breakdown**

1. State Share	\$1,749,130.00
2. Total Interest	\$ 69,162.65
3. Total State Settlement Amount	\$1,818,292.65 **

\*\*These are State monies only; do not send or credit any amount to the Federal Government

Payment Schedule  
State of New York

Date	Principal Balance	Principal Payment ***	Interest Payment 2.2% Annually ***	Total NY Quarterly Payment ***
INITIAL PAYMENT	\$1,749,130.00	\$677,083.00	\$11,702.40	\$688,785.40
April 30, 2014	\$1,072,047.00	\$56,423.53	\$4,393.92	\$60,817.45
July 31, 2014	\$1,015,623.47	\$56,423.53	\$5,585.93	\$62,009.46
October 31, 2014	\$959,199.95	\$56,423.53	\$5,275.60	\$61,699.13
January 31, 2015	\$902,776.42	\$56,423.53	\$4,965.27	\$61,388.80
April 30, 2015	\$846,352.89	\$56,423.53	\$4,654.94	\$61,078.47
July 31, 2015	\$789,929.37	\$56,423.53	\$4,344.61	\$60,768.14
October 31, 2015	\$733,505.84	\$56,423.53	\$4,034.28	\$60,457.81
January 31, 2016	\$677,082.32	\$56,423.53	\$3,723.95	\$60,147.48
April 30, 2016	\$620,658.79	\$56,423.53	\$3,413.62	\$59,837.15
July 31, 2016	\$564,235.26	\$56,423.53	\$3,103.29	\$59,526.82
October 31, 2016	\$507,811.74	\$56,423.53	\$2,792.96	\$59,216.49
January 31, 2017	\$451,388.21	\$56,423.53	\$2,482.64	\$58,906.16
April 30, 2017	\$394,964.68	\$56,423.53	\$2,172.31	\$58,595.83
July 31, 2017	\$338,541.16	\$56,423.53	\$1,861.98	\$58,285.50
October 31, 2017	\$282,117.63	\$56,423.53	\$1,551.65	\$57,975.17
January 31, 2018	\$225,694.11	\$56,423.53	\$1,241.32	\$57,664.84
April 30, 2018	\$169,270.58	\$56,423.53	\$930.99	\$57,354.51
July 31, 2018	\$112,847.05	\$56,423.53	\$620.66	\$57,044.19
October 31, 2018	\$56,423.53	\$56,423.53	\$310.33	\$56,733.86
<b>Total For All Payments</b>		<b>\$1,749,130.00</b>	<b>\$69,162.65</b>	<b>\$1,818,292.65</b>

\*\*\* The principal, interest and total quarterly payment amounts include the Relators' share which will be paid by the United States and States to the Relators.