

## 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”); Insight Global LLC (“Insight Global”); and Terralyn Seilkop (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. Insight Global is an international staffing and services company specializing in sourcing IT, accounting, finance, healthcare, and engineering professionals. Insight Global is headquartered in Atlanta, Georgia, and has approximately 70 office locations throughout the United States, Canada, and the United Kingdom.

B. On July 30, 2021, Relator filed a *qui tam* action in the United States District Court for the Middle District of Pennsylvania captioned *United States ex rel. Seilkop v. Insight Global LLC*, Case No. 1:21-cv-1335, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (“the Civil Action”).

C. The United States contends that in or about August 2020, Insight Global contracted with the Pennsylvania Department of Health (“PADOH”) to provide staffing for COVID-19 contact tracing, and submitted invoices for such staffing through about July 2021. PADOH paid these invoices using funds provided by the United States Centers for Disease Control and Prevention’s Epidemiology and Laboratory Capacity Cooperative Agreement Program.

D. The United States contends that, in the contract between Insight Global and PADOH, on the first page of the Statement of Work, at Section I.B.iv., Insight Global

represented that it “recognizes and accepts that the contact tracing workforce will have access to personal health information of contact tracing subjects and must ensure that and all other such information related to the services being provided must be kept confidential and secure.”

However, despite this representation, staff provided by Insight Global pursuant to the contract received certain personal health information and/or personally identifiable information of contact tracing subjects in the body of unencrypted emails, including emails sent by government personnel to Insight Global; shared passwords used to access such information with each other; and stored and transmitted such information using Google files that were not password protected and were potentially accessible to the public via internet links. In or about November 2020 through January 2021, Insight Global managers received complaints from Insight Global staff that such information was unsecure and potentially accessible to the public, but Insight Global failed to promptly remediate this issue. Insight Global should have (and could have) provided more data-security resources and training to its Managed Services Division, which implemented the contract with PADOH. Starting in April 2021, prior to the filing of the Civil Action or receipt of a civil investigative demand (“CID”) from the United States, Insight Global took proactive measures to address this issue, including securing such information, investigating the cause and scope of the incident, strengthening their internal controls and procedures, allocating more data-security resources to its Managed Services Division, and issuing a public notice regarding the scope of the potential exposure and offering free credit monitoring and identity protection services to those affected by this incident. After receipt of the CID, Insight Global cooperated with the United States’ investigation of this matter. The United States contends that it has certain civil claims arising from the foregoing conduct, which is referred to below as the “Covered Conduct.”

E. This Agreement is neither an admission of liability by Insight Global nor a concession by the United States that its claims are not well founded. Insight Global denies the United States' allegations in Paragraph D.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relator's reasonable expenses, attorneys' fees, and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

### **TERMS AND CONDITIONS**

1. Insight Global shall pay to the United States \$2,700,000 ("Settlement Amount"), of which \$1,350,000 is restitution, no later than 15 business days after the Effective Date of this Agreement (as defined below) by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay \$499,500 to Relator by electronic funds transfer ("Relator's Share").

3. Following the Effective Date of this Agreement, the Effective Date of the Separate Agreement referenced below in Paragraph 5, and receipt of written instructions from Relator, Insight Global agrees to pay to Relator \$86,200 pursuant to 31 U.S.C. § 3730(d) for reasonable expenses, attorneys' fees, and costs arising from the filing of the Civil Action.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Insight Global together with its current and former parent corporations, direct and indirect subsidiaries, divisions and/or affiliates; current or former corporate owners; and/or the corporate 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, breach of contract, and fraud.

5. Upon the United States' receipt of the Settlement Amount, Relator, for herself and her heirs, successors, attorneys, agents, and assigns, releases, waives and forever discharges Insight Global together with its current and/or former officers, directors and employees; current and/or former parent corporations, direct and indirect subsidiaries, divisions and/or affiliates; current or former corporate owners; and/or the corporate successors and assigns of any of them (a) from any and all claims, whether in law or in equity, whether known or unknown, that Relator has or may have through the Effective Date of this Agreement, including claims Relator has on behalf of the United States, and (b) from any and all claims Relator has asserted, could have asserted, or may assert in the future related to the Covered Conduct and/or the Civil Action, including but not limited to claims arising under 31 U.S.C. §§ 3730(d) and (h), and all claims for practices, activities or conduct of which Relator learned prior to or during the pendency of this lawsuit. Relator and Insight Global have entered into a separate agreement ("Separate Agreement") relating to Relator's claim under 31 U.S.C. § 3730(h) in connection with the Civil Action; nothing in this release shall be deemed to release Relator or Insight Global from their obligations under the Separate Agreement.

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

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals; and
- g. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

7. Relator and her 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). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Insight Global waives and shall not assert any defenses Insight Global may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. Insight Global fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Insight Global has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

10. Insight Global releases Relator for any claims Insight Global has asserted, could have asserted, or may assert in the future related to the Civil Action, the Covered Conduct, and the Relators' investigation and prosecution thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (*e.g.*, Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Insight Global agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

12. Insight Global agrees to the following:

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

- ii. the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
  - iii. Insight Global's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
  - iv. the negotiation and performance of this Agreement; and
  - v. the payment Insight Global makes to the United States pursuant to this Agreement and any payments that Insight Global may make to Relator, including costs and attorney's fees;
- are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Insight Global, and Insight Global shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Insight Global further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Insight Global or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost

statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs.

Insight Global agrees that the United States, at a minimum, shall be entitled to recoup from Insight Global 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.

- d. Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Insight Global or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Insight Global or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.
- e. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Insight Global's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

13. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 14 (waiver for beneficiaries paragraph), below.

14. Insight Global agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their



parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

15. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action with prejudice to Relator. The Joint Stipulation of Dismissal of the Civil Action will also be with prejudice to the United States as to the Covered Conduct, and otherwise without prejudice to the United States.

16. Except as provided for in Paragraph 3, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

18. 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 Middle District of Pennsylvania. 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.

19. With the exception of the issues settled by the Separate Agreement referenced in Paragraph 5 above, this Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

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

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

22. This Agreement is binding on Insight Global's successors, transferees, heirs, and assigns.

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

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

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

**THE UNITED STATES OF AMERICA**

DATED: 4-24-2024

BY:

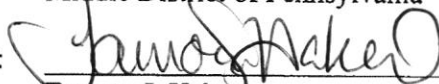


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Middle District of Pennsylvania

DATED: 4/24/24

BY:



Tamara J. Haken  
Assistant United States Attorney  
Middle District of Pennsylvania

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

BY:


Susan E. Gillin  
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

**INSIGHT GLOBAL**

DATED: 4/24/24

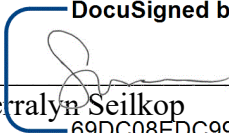
BY:   
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DATED: 4/24/24

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James T. Kitchen  
Counsel for Insight Global

**RELATOR**

DATED: 4/23/2024

BY:   
Terralyn Seilkop  
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DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Regina D. Poserina  
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**RELATOR**

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

BY: \_\_\_\_\_  
Terralyn Seilkop

DATED: April 24, 2024

BY: *Regina Poserina*  
\_\_\_\_\_  
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