

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 Colorado, Mile High Psychiatry LLC and Michael K. Chism, II (collectively “Defendants”), and Krystin Butler (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Michael K. Chism, II is a resident of the State of Colorado and the owner of Mile High Psychiatry LLC, which is incorporated under the laws of the State of Colorado.

B. On February 8, 2021, Krystin Butler filed a qui tam action in the United States District Court for the District of Colorado captioned *United States ex rel. Butler v. Chism et al.*, No. 1:21-cv-00393, 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 Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”), and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

D. The United States contends that it has certain civil claims against Defendants arising from their improper submission of Current Procedural Terminology (“CPT”) codes for payment to the Medicare and Colorado Medicaid Programs during the period from January 1, 2017 through December 31, 2021. In particular, the United States alleges that Defendants knowingly submitted false claims using CPT codes for psychotherapy add-on services that: (1) did not meet the minimum time requirements for the CPT codes billed; and/or (2) were not

separately identifiable from evaluation and management services billed for the same encounter, where Defendants improperly double counted the same time for both services. That conduct is referred to below as the “Covered Conduct.”

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

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement 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 Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Defendants are jointly and severally liable and shall pay to the United States and the State of Colorado, collectively, the sum of \$1,900,800 (“Settlement Amount”), of which \$950,400 is restitution. These payments are categorized as follows:

- a. Defendants shall pay to the United States the sum of \$1,063,698.82 (the “Federal Settlement Amount”), of which \$531,849.41 is federal restitution (the “Federal Restitution Amount”).
- b. Defendants shall pay to the State of Colorado the sum of \$837,101.18 (the “State Settlement Amount”), of which \$418,550.59 is state restitution (the “State Restitution Amount”).

2. Defendants will make an initial payment in the amount of \$800,000 on August 29, 2023. Defendants will then pay \$100,000 on the 29th of each month thereafter (or the next business day if the 29th falls on a weekend or holiday) until the remaining \$1,100,800, plus interest at 4% per annum, is fully paid (the “Payments Over Time”). Interest shall accrue on the

unpaid settlement amount. Collectively, the Settlement Amount and interest received by the United States and the State of Colorado shall be referred to as the “Settlement Payments.” The Settlement Amount may be prepaid, in whole or in part, without penalty or premium. All payments will be made to the United States by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Colorado.

3. If Mile High Psychiatry LLC or any of its affiliates is sold, merged, or transferred, or a significant portion of the assets of Mile High Psychiatry LLC or of any of its affiliates is sold, merged, or transferred into another non-affiliated entity, Mile High Psychiatry LLC shall promptly notify the United States and Relator, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.

4. Conditioned upon the receipt of the Settlement Amount payments, the United States and the State of Colorado agree that they shall pay to Relator 17% of each such payment received under the Settlement Agreement (“Relator’s Share”). The United States shall make these Relator’s Share payments, on behalf of itself and the State of Colorado, via electronic funds transfer as soon as feasible after receipt of the payment. Relator shall provide all information requested by the United States in order to facilitate the Relator’s Share payments. The United States shall pay to the State of Colorado its proportional share of each Settlement Payment, except that the United States shall deduct the State of Colorado’s portion of the Relator Share.

5. Defendants shall pay to Relator the sum of \$111,808.00 for expenses, and attorneys’ fees and costs (“Relator Fees”), pursuant to the payment schedule specified below, consisting of \$110,000.00 to be paid to The Law Firm of Michael S. Porter LLC by electronic funds transfer pursuant to written instructions to be provided by Michael Porter, and \$1,808.00 to

be paid to Richard B. Ancowitz by electronic funds transfer pursuant to written instructions to be provided by Richard Ancowitz. The payment schedule for Defendants' payment of these attorneys' fees, expenses and costs is as follows: 42% of the amount owed shall be paid at the time of the signing of this Settlement Agreement. The balance of 58% of the amount owed will be paid in eleven equal payments over the course of the following eleven months, due on the same day each month as this Settlement Agreement was signed. For example, if this Settlement Agreement was signed on August 29, 2023, the first of the eleven payments would be due on September 29, 2023 and the final, eleventh payment would be due on July 29, 2023. With respect to the initial payment to the Law Firm of Michael S. Porter, the amount due is \$46,200.00. Each of the subsequent eleven payments to The Law Firm of Michael S. Porter shall be in the amount of \$5,800.00. With respect to the initial payment to Richard B. Ancowitz, the amount due is \$759.36. Each of the subsequent eleven payments to Richard B. Ancowitz shall be in the amount of \$95.33.

6. Subject to the exceptions in Paragraph 9 (concerning reserved claims), Paragraph 19 (concerning default) and Paragraph 20 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraphs 1 and 2, the United States releases Defendants from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

7. Subject to the exceptions in Paragraph 9 (concerning reserved claims), Paragraph 19 (concerning default) and Paragraph 20 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraphs 1 and 2, the State of

Colorado releases Defendants from any civil or administrative monetary claim the State of Colorado has for the Covered Conduct under the Colorado Medicaid False Claims Act, C.R.S. §§ 25.5-4.303.5–25.5-4-310, or the common law theories of payment by mistake, unjust enrichment, and fraud.

8. Subject to the exceptions in Paragraph 9 (concerning reserved claims), Paragraph 19 (concerning default) and Paragraph 20 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraphs 1 and 2 and Relator's receipt of the Relator Fees under Paragraph 5, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim Relator has on behalf of the United States or the State of Colorado for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, or the Colorado Medicaid False Claims Act, C.R.S. §§ 25.5-4.303.5–25.5-4-310.

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

- a. any liability arising under Title 26, U.S. Code (Internal Revenue Code) or any state revenue code;
- b. any criminal liability;
- c. except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. any liability to the United States or the State of Colorado (or their agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Agreement;

- f. any liability of individuals other than Michael K. Chism, II;
- g. any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- h. any civil or administrative liability that any person or entity has or may have to the United States or the State of Colorado or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the releases in Paragraphs 6 and 7.

10. 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 and the State of Colorado, their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

11. Subject to having received all payments due from Defendants provided for herein, Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Defendants, and their officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

12. Defendants waive and shall not assert any defenses that Defendants 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.

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

14. Defendants fully and finally release Relator and her attorneys, agents, employees and servants from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against Relator and her attorneys, agents, employees and servants related to the Covered Conduct or Relator's investigation or prosecution thereof.

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

16. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official

program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' and the State of Colorado's audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' and the State of Colorado's audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payments that Defendants make to the United States and the State of Colorado pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys' fees

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement 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 Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

17. 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 18 (waiver for beneficiaries paragraph), below.

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

19. Defendants agree to the following:

a. In the event that Defendants fail to pay the Settlement Amount plus interest as provided in the payment schedule set forth in Paragraphs 1 and 2 above, Defendants shall be in Default of their payment obligations (“Default”). The United States will provide a written Notice of Default, and Defendants shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Defendants’ representative, Sherman & Howard LLC, by email at rtegtmeier@shermanhoward.com or by certified mail or personal delivery to Defendants’ representative at 675 Fifteenth Street, Suite 2300, Denver, Colorado 80202. Defendants may change their representative by giving advanced written notice to the U.S. Attorney’s Office for the District of Colorado, the Colorado Attorney General’s Office, and Relator’s counsel. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule (“Uncured Default”), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Defendants agree that the United States and the State of Colorado, at their sole discretion, may (i) retain any payments previously made, rescind

this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 6 and 7 above, with any recovery reduced by the amount of any payments previously made by Defendants to the United States and the State of Colorado under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States or the State of Colorado at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States and the State of Colorado shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Defendants agree immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States or the State of Colorado opts to rescind this Agreement pursuant to this paragraph, Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States or the State of Colorado against Defendants within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on February 8, 2021. Defendants agree not to contest any offset, recoupment, and/or collection action undertaken by the United States or the State of Colorado pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States or the State of Colorado.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount, with interest, as set forth above (“Exclusion for Default”). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7) and agree not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Defendants wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

d. In the event that Defendants fail to pay the Relator Fees provided for in the payment schedule in Paragraph 5, Defendants shall be in Default of their payment obligations (“Relator Fee Default”). Relator’s attorneys will provide a written Notice of Default, and Defendants shall have an opportunity to cure such Relator Fee Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule up to the date of payment. Notice of Default will be delivered to Defendants’ representative, Sherman & Howard LLC, by email at rtegtmeier@shermanhoward.com or by certified mail or personal delivery to Defendants’ representative at 675 Fifteenth Street, Suite 2300, Denver, Colorado 80202. If Defendants fail to cure the Relator Fee Default within seven (7) calendar days of receiving the Notice of Default, and in the absence of an agreement with Relator to a modified payment schedule, the remaining unpaid balance of the Relator Fees (“Uncured Relator Fee Default”) shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded

daily from the date of Relator Fee Default, on the remaining unpaid total (principal and interest balance). Relator and her attorneys will be entitled to their reasonable attorneys' fees, expenses, and costs incurred in collecting the unpaid balance plus interest arising from an Uncured Relator Fee Default. Defendants agree not to contest any offset, recoupment, and/or collection action undertaken by Relator pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to Relator.

20. In exchange for valuable consideration provided in this Agreement, Defendants and Relator acknowledge the following:

a. Defendants have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of Defendants' payments or 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) or if, before the Settlement Amount is paid in full, Defendants or a

third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Mile High Psychiatry LLC or Michael K. Chism, II's debts, or to adjudicate Mile High Psychiatry LLC or Michael K. Chism, II as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Mile High Psychiatry LLC or Michael K. Chism, II or for all or any substantial part of Mile High Psychiatry LLC or Michael K. Chism, II's assets:

(i) the United States, the State of Colorado, and Relator may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 6, 7, 8 and 11 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$406,835,531.52, less any Federal Settlement Amount received pursuant to Paragraphs 1 and 2 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Mile High Psychiatry LLC or Michael K. Chism, II, a receiver, trustee, custodian, or other similar official for Mile High Psychiatry LLC or Michael K. Chism, II;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the State of Colorado or Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the State of Colorado or Relator pursuant to Paragraph 4 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraphs 1 and 2 of this

Agreement, Relator and the State of Colorado shall, within thirty days of written notice from the United States to their undersigned counsel, return to the United States all such amounts recovered from the United States.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 20.e is not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States’ police and regulatory power. Defendants shall not argue or otherwise contend that the United States’ claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on February 8, 2021.

21. Upon receipt of the first payment described in Paragraph 2, above, the Parties shall promptly sign and file in the Civil Action a Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

22. Except as provided in Paragraph 5, 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.

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

24. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the

District of Colorado. 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.

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

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

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

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

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

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

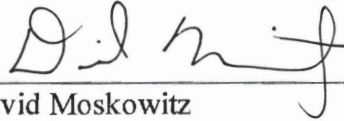
31. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

Cole Finegan
United States Attorney

DATED: 8/23/2023

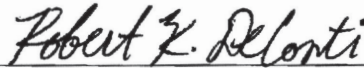
BY:



David Moskowitz
Assistant United States Attorney
U.S. Attorney's Office for the District of Colorado

DATED: 8/23/2023

BY:



Robert K. DeConti
Chief Counsel
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

STATE OF COLORADO

Phillip J. Weiser
Colorado Attorney General

DATED: _____

BY:

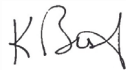


Digitally signed by
George Codding
Date: 2023.08.24
13:24:27 -06'00'

George A. Codding
Senior Assistant Attorney General
Colorado Medicaid Fraud Control Unit

DATED: 8/24/2023

BY:



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

DEFENDANTS

DATED: 08/25/2023 BY: Michael Chism
Michael K. Chism, II

DATED: 08/25/2023 BY: Michael Chism
Michael K. Chism, II
Owner. Mile High Psychiatry LLC

DATED: 8/25/2023 BY: [Signature]
Richard Tegtmeier
Counsel for Mile High Psychiatry LLC
and Michael K. Chism, II

KRYSTIN BUTLER - RELATOR

DATED: 8/25/23 BY: Krystin M. Butler
Krystin Butler

DATED: 8/25/23 BY: [Signature]
Michael Porter
Counsel for Krystin Butler