

EXHIBIT 1

Fully Executed Settlement Agreement

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), and the Office of Personnel Management (“OPM”), which administers the Federal Employees Health Benefits Program (“FEHBP”) (collectively the “United States”), Hope Cancer Institute, Inc. and Theresa Denise Sadasivan in her capacity as Guardian and Conservator for Dr. Raj R. Sadasivan (collectively the “Defendants”), and Krisha Turner, Crystal Dercher, and Amanda Reynolds (collectively the “Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Hope Cancer Institute, Inc. was incorporated in Kansas in January 1997 for the purposes of treating cancer through the administration of approved medications. Dr. Raj Sadasivan is a medical oncologist who owned and operated Hope Cancer Institute Inc. and submitted claims to Medicare, Medicaid and the FEHBP during the time period between January 1997 and December 2011.

B. On March 1, 2012, Krisha Turner, Crystal Dercher and Amanda Reynolds filed a qui tam action in the United States District Court for the District of Kansas captioned *U.S. ex rel. Krisha Turner, Crystal Dercher, Amanda Reynolds v. Hope Cancer Institute, Inc., Raj Sadasivan*, Case No. 12-2122 (D. Kan.), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). The United States intervened in the Civil Action on January 6, 2014.

C. On April 1, 2014, in the 16th Judicial Circuit Court of Jackson County, Missouri, the Clerk of the Probate Division signed “Letters of Guardianship of an Incapacitated Person and Conservatorship of a Disabled Person,” which appointed

Theresa Denise Sadasivan as guardian of the person and conservator of the estate of Dr. Raj Sadasivan, an incapacitated and disabled person.

D. The United States contends that Hope Cancer Institute and Dr. Raj Sadasivan 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 Medicaid Program (Medicaid), 42 U.S.C. §§ 1396-1396w-5; and the FEHBP, 5 U.S.C. §§ 8901-8914.

E. The United States contends that it has certain civil claims against Hope Cancer Institute and Dr. Raj Sadasivan relating to the following conduct from January 1, 2007, through December 11, 2011 (hereinafter referred to as the “Covered Conduct”): Hope Cancer Institute and Dr. Raj Sadasivan submitted claims to the Federal health care programs for drugs and services that were not actually rendered to federal health care beneficiaries. Dr. Sadasivan instructed the employees responsible for preparing Medicare and Medicaid claims to follow a “Master Sheet” instead of using the patient’s actual medical files to prepare the Medicare and Medicaid claims. This “Master Sheet” contained a listing of the most commonly used procedures at Hope Cancer Institute, including the billing codes for the chemotherapy drugs. Dr. Sadasivan instructed the employees of Hope Cancer Institute to bill for a predetermined amount of the cancer drugs Rituxan, Avastin, and Taxotere at certain dosage levels, when lower dosages of these drugs were actually provided to beneficiaries. As a result of these instructions, Hope Cancer Institute billed the insurance payors as much as two times the amount of the drug that was actually provided to a patient, and the United States reimbursed Hope Cancer Institute and Dr. Raj Sadasivan for drugs and other services that were not actually purchased by the Defendants or provided to federal health care beneficiaries.

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 shall pay to the United States the sum of \$2,945,187, plus interest as provided in subparagraph 1.C. below. Collectively the settlement amount and interest received by the United States shall be referred to as the Settlement Proceeds. The settlement amount shall be paid as follows:

A. Within three business days of the Effective Date of this Agreement, Defendants shall pay \$378,744.47 by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of Kansas.

B. Defendants agree that the settlement amount will be partially paid using the contents of account #XXXXXXXXX2925, located at First Bank of Missouri, in the approximate amount of \$1,471,212.53. These funds are in the custody of the United States and the Defendants agree to release any and all claims to these funds, and further agree to the application of these funds to partially satisfy the Settlement Amount. Counsel for Defendants F.A. (Floyd) White Jr. also agrees to release any and all claims he may have to the contents of account #XXXXXXXXX2925. The parties acknowledge and agree that the \$1,471,212.53 is an approximate amount as there could be expenses, such as wire transfer fees, that may reduce the amount of funds available to satisfy the amounts

due under this paragraph. The United States shall notify Defendants of any expenses incurred that serve to reduce the amount of funds collected from account #XXXXXXXX2925, and these expenses shall be paid by Defendants by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of Kansas.

C. Within nine months of the Effective Date of this Agreement, Defendants shall pay to the United States the sum of \$1,095,230 plus interest accruing at 1.5% per annum pursuant to a Promissory Note ("Note") in the form of Exhibit A, that Dr. Sadasivan and Hope Cancer Institute agree to execute contemporaneously with this Settlement Agreement.

2. Within fourteen calendar days of the Effective Date of this Agreement Defendants shall execute deeds of trust on the following properties owned, in whole or in part, by Dr. Raj Sadasivan or Hope Cancer Institute and located in Missouri: (a) 26109 East Blue Mills Road, Sibley, Missouri; (b) 26209 East Blue Mills Road, Sibley, Missouri; and (c) 5830 Timber Hills Drive, Independence, Missouri. Also within fourteen calendar days, Defendants shall execute a mortgage for the following property, owned in whole or in part, by Dr. Raj Sadasivan or Hope Cancer Institute and located in Kansas: 2710 South 42nd Street, Kansas City, Kansas. These deeds of trust and mortgage will be held by the United States as security for any amounts owed under this Settlement Agreement. The United States Attorney's Office for the District of Kansas will record the deeds of trust and mortgage with the county clerk for the county where the property is located as evidence of and security for the unpaid Settlement Amount.

A. Should the Defendants decide to sell any of the real estate identified in this Paragraph in order to meet their payments obligations set out in this Settlement Agreement, the Defendants agree that until the Settlement Amount is paid in full, all monies derived from the sale of the real estate, after fees and

expenses of sale, will be applied to reduce the unpaid Settlement Amount. The sale proceeds will be escrowed with the title company until such time as the United States provides transfer directions to the title company.

B. The Defendants and the United States agree that to establish the sales price for the real properties identified in this Paragraph, the Defendants will retain a certified real estate appraiser to perform an appraisal of the properties. The parties agree that the initial sales price for the subject real properties will be not less than the appraised value. The Defendants agree not to accept any offer to purchase the real properties identified in paragraph 3 that is lower than 85 percent of the appraised value. The parties agree that no real estate commission shall exceed 6% without the approval in writing by both parties and further agree that no real estate commission may be received by the defendants or their counsel.

C. The parties agree that the United States may, in its sole discretion, reject any offer to purchase the subject real properties where it determines that the offer is being made by, or on behalf of, one of the Defendants. The Defendants agree to submit the settlement statements for review by the United States at least 72 hours prior to any scheduled closing. If the United States has no objection to a settlement statement, it will prepare the appropriate release of its interest in that particular parcel of real property and submit it to the title company handling the closing of the sale.

3. Within seven calendar days of the Effective Date of this Agreement, Defendants will pay Relators' attorneys' fees and costs in the amount of \$21,255.

4. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon Defendants' compliance with its obligations under Paragraph 1, Defendants' full payment of the Settlement Amount, and subject to Paragraph 20, 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 Dr. Raj Sadasivan and Hope Cancer Institute, Inc., together with its current or former owners, officers, and directors, 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.

5. Subject to the exceptions in Paragraph 6 below, and conditioned upon Defendants' full payment of the Settlement Amount, and subject to Paragraph 20, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), Relators, for themselves and their heirs, successors, attorneys, agents, and assigns, releases Dr. Raj Sadasivan and Hope Cancer Institute, Inc., together with its current or former owners, officers, and directors, from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in paragraphs 4 and 5 of this Agreement, or any other term of this Agreement, the following claims 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, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and

e. Any liability based upon obligations created by this Agreement.

7. Relators 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). In connection with this Agreement and this Civil Action, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Action in order to dismiss the Civil Action, nor any dismissal of the Civil Action, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relator from sharing in the proceeds of this Agreement. Moreover, the United States and Relator and his/her heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relator should receive of any proceeds of the settlement of his/her claim(s), and that no agreements concerning Relators' share has been reached to date.

8. Relators, for themselves, and for their heirs, successors, attorneys, agents, and assigns, releases Dr. Raj Sadasivan and Hope Cancer Institute, and its 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 attorney's fees and costs.

9. Voluntary Exclusion.

a. In compromise and settlement of the rights of OIG-HHS to exclude Dr. Raj Sadasivan and Hope Cancer Institute, Inc. pursuant to 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, Dr. Sadasivan and Hope Cancer Institute agree to be excluded under this statutory provision from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of 10 years. The exclusion shall be effective upon the Effective Date of this Agreement.

b. Such exclusion shall have national effect. Federal health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Dr. Sadasivan or Hope Cancer Institute in any capacity while Dr. Sadasivan is excluded. This payment prohibition applies to Dr. Sadasivan, Hope Cancer Institute, and all other individuals and entities (including, for example, anyone who employs or contracts with Dr. Sadasivan or Hope Cancer Institute, and any hospital or other provider where Dr. Sadasivan or Hope Cancer Institute provide services). The exclusion applies regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusion may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. Dr. Sadasivan and Hope Cancer Institute further agree to hold the Federal health care programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the exclusion. Dr. Sadasivan and Hope Cancer Institute waive any further notice of the exclusion and agree not to contest such exclusion either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. If Dr. Sadasivan or Hope Cancer Institute wish to be reinstated, a written request for reinstatement must be submitted to the OIG in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to the OIG no earlier than 120 days prior to the expiration of the 10-year period of exclusion. Reinstatement becomes effective upon application by Dr. Sadasivan or Hope Cancer Institute, approval of the application by the OIG, and notice of reinstatement by the OIG. Obtaining another license, moving to another state, or obtaining a provider number from a Medicare contractor, a state agency, or a Federal health care program does not reinstate Dr. Sadasivan's or Hope Cancer Institute's eligibility to participate in these programs.

10. Debarment.

a. In compromise and settlement of the rights of FEHBP to debar Dr. Raj Sadasivan and Hope Cancer Institute, Inc. pursuant to 5 U.S.C. § 8902a or 5 C.F.R. Part 919 for the Covered Conduct, Dr. Sadasivan and Hope Cancer Institute agree to be debarred under this statutory provision from the FEHBP program for a period of 10 years.

b. Such debarment shall have national effect. FEHBP shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Dr. Sadasivan or Hope Cancer Institute in any capacity while Dr. Sadasivan is debarred. This payment prohibition applies to Dr. Sadasivan, Hope Cancer Institute, and all other individuals and entities (including, for example, anyone who employs or contracts with Dr. Sadasivan or Hope Cancer Institute, and any hospital or other provider where Dr. Sadasivan or Hope Cancer Institute provide services). The debarment applies regardless of who submits the claim or other request for payment. Violation of the conditions of the debarment may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of debarment. Dr. Sadasivan and Hope Cancer Institute further agree to hold FEHBP, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the debarment. Dr. Sadasivan and Hope Cancer Institute waive any further notice of the debarment and agree not to contest such debarment either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. If Dr. Sadasivan or Hope Cancer Institute wish to be reinstated, a written request for reinstatement must be submitted to OPM in accordance with the provisions of 5 C.F.R. §§ 890.1051-1055. Such request may be made to OPM no earlier than 60 days prior to

the expiration of the 10-year period of debarment. Reinstatement becomes effective upon application by Dr. Sadasivan or Hope Cancer Institute, approval of the application by OPM, and notice of reinstatement by OPM. Obtaining another license, moving to another state, or obtaining a provider number from a Medicare contractor, a state agency, or a Federal health care program does not reinstate Dr. Sadasivan's or Hope Cancer Institute's eligibility to participate in the FEHBP program.

11. Theresa Denise Sadasivan has provided sworn financial disclosure statements (Financial Statements) to the United States on behalf of Dr. Raj Sadasivan, and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Theresa Denise Sadasivan, in her capacity as guardian and conservator, warrants that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which Dr. Sadasivan had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Theresa Denise Sadasivan on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$150,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Dr. Sadasivan previously undisclosed. Defendants agree not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses.

12. In the event that the United States, pursuant to Paragraph 11 (concerning disclosure of assets), above, opts to rescind this Agreement, Defendants 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 the United States within 10 calendar days of written notification to Defendants that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the effective date of this agreement.

13. Defendants waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

14. Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's 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, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and 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, FEHBP, or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor, FEHBP, or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

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. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Defendants make to the United States 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 its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

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

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendants' books and records to

determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

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 warrant that they have reviewed their financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

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

a. Defendants' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and no Defendant shall argue or otherwise take the position in any such case, proceeding, or action that: (i) Defendant's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Defendant was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Defendant.

b. If Defendants' obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 5 above. Defendants agree that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Defendants shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States within 10 calendar days of written notification to Defendants that the releases have

been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the effective date of this Agreement; and (iii) the United States has a valid claim against all Defendants, and that these Defendants are jointly and severally liable for in the amount of \$31,700,000, and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

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

21. Upon execution of this Settlement Agreement, the United States and Relators shall promptly sign and file a joint stay of the Civil Action. Upon receipt of full payment of the Settlement Amount, the United States and Relators shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

22. 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 in to this Agreement without any degree of duress or compulsion.

24. 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 Kansas. 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.

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 Relators' 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.

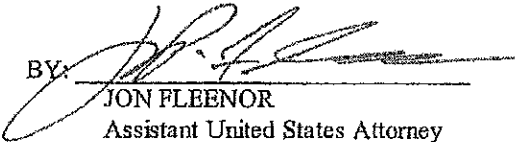
31. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

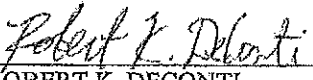
DATED: 4/8/14

BY: 
JEFFREY WERTKIN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 4/8/14

BY: 
JON FLEENOR
Assistant United States Attorney
District of Kansas

DATED: 4/7/14

BY: 
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

DATED: _____

BY: _____
LLOYD V. WILLIAMS
Deputy Director for Federal Employee
Insurance Operations
United States Office of Personnel Management

DATED: _____

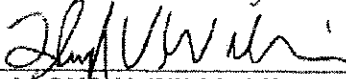
BY: _____
J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

THE UNITED STATES OF AMERICA

DATED: _____ BY: _____
JEFFREY WERTKIN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____
JON FLEENOR
Assistant United States Attorney
District of Kansas

DATED: _____ BY: _____
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

DATED: **APR - 8 2014** BY: 
LLOYD V. WILLIAMS
Deputy Director for Federal Employee
Insurance Operations
United States Office of Personnel Management

DATED: 4/8/2014 BY: 
J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

RELATORS

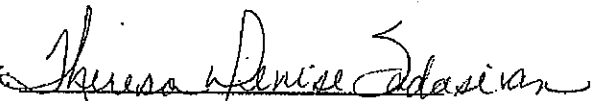
DATED: 4/2/14 BY: Krishna Turner
KRISHA TURNER


DATED: 4/2/14 BY: Crystal Dercher
CRYSTAL DERCHER

DATED: 4/2/14 BY: Amanda Reynolds
AMANDA REYNOLDS

DATED: 4/2/14 BY: Mark A. Kistler
MARK KISTLER
Counsel for Relators

**REPRESENTATIVES FOR DR. RAJ SADASIVAN
AND HOPE CANCER INSTITUTE**

DATED: 4-5-2014 BY: 
THERESA DENISE SADASIVAN
Guardian and Conservator for Dr. Raj Sadasivan,
and Secretary of Hope Cancer Institute, Inc.

DATED: 4-05-14 BY: 
E.A. WHITE JR.
Counsel for Dr. Raj Sadasivan
and Hope Cancer Institute, Inc.

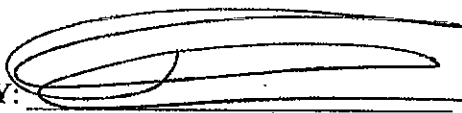
DATED: 4/5/14 BY: 
THOMAS DAWSON
Counsel for Dr. Raj Sadasivan
and Hope Cancer Institute, Inc.

EXHIBIT A

Promissory Note

1. For value received, and pursuant to a Settlement Agreement dated April 8, 2014, attached hereto (Settlement Agreement), Dr. Raj Sadasivan and Hope Cancer Institute, Inc., a Kansas Corporation (referred to herein as "Defendants"), for themselves and their successors and assigns, promise to pay to the United States of America ("Holder"), or its assignee, the full principal sum of \$1,095,230, together with interest accruing at the rate of 1.5% per annum ("Outstanding Balance") by January 5, 2015.
2. Payments will be made through disbursements by a Real Estate Title Company or wire transfer as indicated in the Settlement Agreement. If there is any change in the method or instructions of payment, the Holder shall inform the Maker at least 5 business days before payment is due.
3. This Note may be prepaid, in whole or in part, without penalty or premium. Partial payment does not alter the interest rate applicable each year as reflected in paragraph 1 of this Note.
4. Pursuant to Paragraph 2 of the Settlement Agreement, Dr. Raj Sadasivan and Hope Cancer Institute, Inc., will, within fourteen calendar days, execute a mortgage on the property located at 2710 South 42nd Street, Kansas City, Kansas, and deeds of trust on the following properties located in Missouri: (i) 26109 East Blue Mills Road, Sibley, Missouri; (ii) 26209 East Blue Mills Road, Sibley, Missouri; and (iii) 5830 Timber Hills Drive, Independence, Missouri. This mortgage and these deeds of trusts will secure the full principal sum of \$1,095,230, together with interest accruing at the rate of 1.5% per annum.
5. Maker is in default of this Note on the date of occurrence of any of the following events ("Events of Default").
 - A. Maker's failure to procure and deliver the mortgage on the property located at 2710 South 42nd Street, Kansas City, Kansas, and the deeds of trust on the on the following properties located in Missouri: (i) 26109 East Blue Mills Road, Sibley, Missouri; (ii) 26209 East Blue Mills Road, Sibley, Missouri; and (iii) 5830 Timber Hills Drive, Independence, Missouri.
 - B. Maker's failure to pay the amount provided for in this Note within two days when such payment is due and payable.
 - C. If, prior to making the full payment of the amount due under this Note, any case, proceeding, or other action is instituted under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have any order for relief of debtors, or seeking to adjudicate Dr. Raj Sadasivan or Hope Cancer Institute as bankrupt or insolvent.
 - D. If paragraph 11 of the Settlement Agreement is violated.

6. The Maker shall provide the United States written notice of an Event of Default within two (2) business days of such event by overnight mail, delivered to the Office of the United States Attorney for the District of Kansas, at 500 State Avenue, Suite 360, Kansas City, Kansas 66101.

7. Upon the occurrence of an Event of Default, without further notice or presentment and demand by the United States:

A. The portion of the Outstanding Balance secured by the mortgage and deeds of trusts shall become immediately due and payable ("Default Amount"). Interest shall accrue on the Default Amount from the date of the Event of Default at 12 per cent per annum, compounded daily.

B. The United States may take any and all actions provided under law and equity, or provided by the Settlement Agreement, to collect the Outstanding Balance pursuant to this Note.

C. The United States retains any and all other rights and remedies it has or may have under law and equity, and may exercise those rights and remedies.

D. No failure or delay on the part of the United States to exercise any right or remedy shall operate as a waiver of the United States' rights. No partial or single exercise by the United States of any right or remedy shall operate as a waiver of the United States' rights.

E. Maker will pay the United States all reasonable costs of collection, including reasonable attorneys' fees and expenses.

8. Waiver by the Holder of any default by Maker, its successors, or assigns will not constitute a waiver of a subsequent default. Failure by the Holder to exercise any right, power, or privilege which it may have by reason of default will not preclude the exercise of such right, power, or privilege so long as such default remains uncured or if a subsequent default occurs.

9. This Note shall be governed and construed according to the laws of the United States of America.

10. Maker acknowledges that it is entering into this Note freely, voluntarily and with no degree of compulsion whatsoever.

IN WITNESS THEREOF, Maker intending to be legally bound hereby and so bind its successors and assigns, has caused this Note to be executed and duly attested to this 5th day of April 2014.

DR. RAJ SADASIVAN AND HOPE CANCER INSTITUTE

DATED: 4-5-2014 BY: Theresa Denise Sadasivan
THERESA DENISE SADASIVAN
Guardian and Conservator for Dr. Raj Sadasivan,
and Secretary of Hope Cancer Institute, Inc.

Acknowledgment
State of Kansas

On April 5th, 2014, before me personally came Theresa Denise Sadasivan the known who, being duly sworn, did depose and state that (1) she resides in Birney MO. (2) she is the guardian and legal conservator of Raj Sadasivan and an officer of Hope Cancer Institute, Inc., and (3) that she signed her name thereto.

A. White
Notary Public
State of Missouri
My Commission Expires: May 11, 2016

