



**JOSH STEIN**  
**ATTORNEY GENERAL**

**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF JUSTICE**

**SETH DEARMIN**  
**CHIEF OF STAFF**

August 27, 2021

North Carolina Senate President Pro Tempore Phil Berger  
North Carolina House of Representatives Speaker Tim Moore  
Co-Chairs, Joint Legislative Commission on Governmental Operations

Senator Danny Earl Britt, Jr.  
Senator Warren Daniel  
Representative James Boles, Jr.  
Representative Allen McNeill  
Representative Carson Smith  
Co-Chairs, Appropriations Subcommittee on Justice and Public Safety

North Carolina General Assembly  
Raleigh, North Carolina 27601-1096

RE: G.S. §114-2.5; Report on Settlement Agreement for Dr. Kwadwo  
Gyarteng-Dakwa/The HEAG Pain Management Center

Dear Members:

Section 114-2.5 of the North Carolina General Statutes requires the Attorney General to report to the Joint Legislative Commission on Governmental Operations and the Chairs of the Appropriations Subcommittees on Justice and Public Safety regarding all settlements and court orders which result in more than \$75,000.00 being paid to the State. Pursuant to that statute, I am writing regarding the settlement of claims for Medicaid reimbursement to the state and federal governments in the above-referenced matter. Pursuant to federal law (42 C.F.R. § 433.320) recoveries in these cases are shared on a pro rata basis by the state and federal governments.

A settlement has been executed between Dakwa/The HEAG Pain Management Center and the State of North Carolina.

The settlement resolves allegations that from January 1, 2011 through October 31, 2016, Dakwa/The HEAG Pain Management Center billed for nerve conduction studies

August 27, 2021

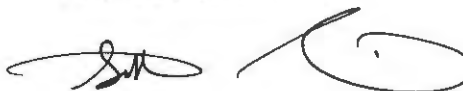
Page 2

that were not medically necessary.

Under the terms of North Carolina's settlement, the State of North Carolina will recover a total of \$527,848.88. Of that amount the federal government will receive \$349,060.64 for North Carolina's federal portion of Medicaid and Medicare recoveries. The North Carolina Medicaid Program will receive \$168,237.39 as restitution and interest. Pursuant to G.S. § 1-608(c), the North Carolina Department of Justice will receive \$10,550.85 for investigative costs.

We will be happy to respond to any questions you may have regarding this report.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Seth', followed by a large, stylized circular flourish.

Seth Dearmin  
Chief of Staff

SD:ng

cc: William Childs, NCGA Fiscal Research Division  
Mark White, NCGA Fiscal Research Division  
Morgan Weiss, NCGA Fiscal Research Division

## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Attorney's Office for the Middle District of North Carolina and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS), the State of North Carolina, acting through the North Carolina Attorney General (collectively, the "Governments"), and Dr. Kwadwo Gyarteng-Dakwa ("Dr. Dakwa") and The HEAG Pain Management Center, PA ("HEAG") (collectively, the "Defendants"), through their authorized representatives. Collectively, all of the above will be referred to as "the Parties."

### RECITALS

A. HEAG is a pain management medical practice with its principal place of business in Greensboro, North Carolina. HEAG participates in Federal health care programs, including but not limited to the Medicare and Medicaid programs. Dr. Kwadwo Gyarteng-Dakwa is HEAG's owner and President, and is a licensed physician in the State of North Carolina.

B. The Governments contend 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").

C. The Governments contend that they have certain civil claims against Defendants arising from claims submitted to Medicare and Medicaid for nerve conduction studies (CPT Codes 95900, 95904, 95909, 95912) that were not covered by Medicare and Medicaid during the period from January 1, 2011 through October 31, 2016 because (1) the tests were not medically reasonable or necessary; (2) the tests were routinely performed by clinical staff before a practice physician examined the patient, and therefore tests were not individualized to patient need; (3)

the tests were not supervised as required by Medicare; and (4) the NCS were performed with a device that Medicare does not cover for. That conduct is referred to below as the “Covered Conduct.”

D. This Settlement Agreement is neither an admission of liability by the Defendants nor a concession by the Government that their claims are not well founded.

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 Governments five-hundred thousand dollars (\$500,000.00) (Settlement Amount), which constitutes restitution to the Governments, plus accrued interest on that amount of 2.75% until paid in full. On the Effective Date of this Agreement, this sum shall constitute a debt due and immediately owing to the Governments. The Settlement Amount shall be paid as follows:

a. By August 1, 2021, Defendants shall pay to the Governments the sum of one-hundred and forty-thousand dollars (\$140,000.00). The balance of the Settlement Amount, three-hundred and sixty-thousand dollars (\$360,000.00), shall be paid in quarterly installments, with interest at a rate of 2.75%, over a period of five (5) years pursuant to the schedule attached as Exhibit A.

b. All payments set forth in Paragraph 1(a) shall be made to the Governments by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney’s Office for the Middle District of North Carolina. The entire balance of the Settlement Amount, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

c. Dr. Dakwa and HEAG shall, upon execution of this Settlement Agreement, each enter into a Consent Judgment in the form attached as Exhibit B (“Consent Judgment”), which at the Governments’ sole discretion can be filed in the United States District Court for the Middle District of North Carolina in the event of Default (as defined in Paragraph 13).

d. Contemporaneously with this Agreement, Dr. Dakwa agrees to execute and have notarized the Deeds of Trust listing the Governments as trustees on the real properties owned by Dr. Dakwa located at 2609 Duke Street, Durham, North Carolina 27704 (“Duke Street Property”) and 5809 Harriet Court, Summerfield, North Carolina 27358 (“Harriet Court Property”), attached as Exhibit C. Upon Dr. Dakwa’s Default on any term of this Agreement (as defined in Paragraph 13), the Governments will be entitled to pursue any collection remedies allowed by law and this Agreement, including foreclosure of the Duke Street Property and/or Harriet Court Property, for the remaining balance of the Settlement Amount, including all accrued interest. Dr. Dakwa agrees not to contest the validity of the debt or the right to foreclosure under either Deed of Trust should the Governments pursue power of sale pursuant to N.C.G.S. § 45-21.16. Furthermore, until the Duke Street Property and/or Harriet Court Property are sold by him, Dr. Dakwa shall make all mortgage, tax, and other required payments for the properties, and shall maintain complete insurance on the properties. In addition, Dr. Dakwa agrees not to take any action that would negatively affect the availability or value of the Duke Street Property and Harriet Court Property, including but not limited to, pledging, encumbering, damaging, destroying, wasting, or in any way lessening the value of the property. Any action to the contrary shall constitute a Default under this Agreement, and the Governments may pursue any and all remedies permitted by law, as described in this paragraph and Paragraph 13.

2. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 6 (concerning disclosure of assets), Paragraph 13 (concerning default), and Paragraph 14 (concerning bankruptcy) below, and upon the Governments' receipt of the Settlement Amount, plus interest due under Paragraph 1, and conditioned upon Defendants' compliance with the terms of this Agreement as set forth herein, the United States releases Dr. Dakwa and HEAG, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and 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, and fraud.

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 6 (concerning disclosure of assets), Paragraph 13 (concerning default), and Paragraph 14 (concerning bankruptcy) below, and upon the Governments' receipt of the Settlement Amount, plus interest due under Paragraph 1, and conditioned upon Defendants' compliance with the terms of this Agreement as set forth herein, the State of North Carolina releases Defendants, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the State of North Carolina has for the Covered Conduct, which may include the North Carolina False Claims Act, N.C.G.S. §1-605, *et seq.*; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. In consideration of the obligations of Defendants in this Agreement and the Integrity Agreement (IA), entered into between OIG-HHS and Defendants, and upon the Governments' receipt of full payment of the Settlement Amount, plus interest due under Paragraph 1, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against HEAG and Dr. Dakwa under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 5 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 5, below.

5. Notwithstanding the releases given in Paragraph 2, 3, and 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the Governments 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 exclusion from government health care programs;
- d. Any liability to the Governments (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, except as explicitly stated in this Agreement.

6. Dr. Dakwa has provided sworn financial disclosures and supporting documents (together “Financial Disclosures”) to the United States and the Governments have relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Dr. Dakwa warrants that the Financial Disclosures were complete, accurate, and current at the time provided or updated, as applicable, as of the Effective Date of this Agreement. If the Governments learn of asset(s) in which Defendants had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Defendants’ obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the Governments learn of any false statement or misrepresentation by Defendants on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$35,000.00 or more, the Governments may at their option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Defendants’ previously undisclosed assets. Defendants agree not to contest any collection action undertaken by the Governments pursuant to this provision, and agree that they will immediately pay the Governments the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the Governments’ reasonable attorneys’ fees and expenses incurred in such an action. In the event that the Governments, pursuant to this paragraph rescind this Agreement, Defendants waive and 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 Governments within 120 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 July 1, 2013.

7. Defendants waive and shall not assert any defenses 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.

8. Defendants fully and finally release the Governments, its 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 Governments, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the Governments' investigation or prosecution thereof.

9. 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, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

10. 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, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the Governments' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Dr. Dakwa's investigation, defense, and corrective actions undertaken in response to the Governments' 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;
- (5) the payment Defendants make to the Governments pursuant to this Agreement; and
- (6) the negotiation of, and obligations undertaken pursuant to the IA to:
  - (i) retain an independent review organization to perform quarterly reviews as described in Section III of the IA; and
  - (ii) prepare and submit reports to the OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 10.a.(6) that may apply to the obligations undertaken pursuant to the IA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

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 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. Defendants agree that the Governments, 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 Governments pursuant to the direction of the Department of Justice and/or the affected agencies. The Governments reserves its rights to disagree with any calculations submitted by Defendants or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the Governments 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.

11. 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 12 (waiver for beneficiaries paragraph), below.

12. 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.

13. The Settlement Amount represents the amount the Governments are willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Dr. Dakwa's financial condition as reflected in the Financial Disclosures referenced in Paragraph 14.

a. In the event that Dr. Dakwa fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Dr. Dakwa shall be in Default of Defendants' payment obligations ("Default"). The United States will provide a written Notice of Default, and Dr. Dakwa 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 Dr. Dakwa, or to such other representative as Dr. Dakwa shall designate in advance in writing. If Dr. Dakwa fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the Governments 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 Governments, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action, as outlined in Paragraph 1.c., 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 2, 3, and 4 above, with any recovery reduced by the amount of any payments previously made by Dr. Dakwa and/or HEAG to the Governments under this Agreement; (ii) take any action to enforce this Agreement in a new action; (iii) offset the remaining unpaid balance from any amounts due and owing to the Defendants and/or affiliated companies by any department, agency, or agent of the Governments 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 Governments 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 Governments pursue a collection action, Defendants agree immediately to pay the Governments 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 Governments' reasonable attorneys' fees and expenses incurred in such an action. In the event that the Governments opt 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 Governments 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 July 1,

2013. Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the Governments pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the Governments.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Dr. Dakwa and/or HEAG pays 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.

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

a. Defendants have reviewed their financial situation and warrants 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 Governments 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 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) or if, before the Settlement Amount is paid in full, Defendants or a third party commence a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of any Defendant's debts, or to adjudicate any Defendant as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for any Defendant or for all or any substantial part of any Defendant's assets:

(i) the Governments 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 Paragraph 2, 3, and 4 above;

(ii) the Governments have an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$3,406,146.52, less any payments received pursuant to this agreement, provided, however, that such payments are not otherwise avoided and recovered from the Governments by Defendants, a receiver, trustee, custodian, or other similar official for Defendants.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the Governments under Paragraph 14.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the Governments' police and regulatory

power. Defendants shall not argue or otherwise contend that the Governments' 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 Governments 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 July 1, 2013.

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

16. 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 Middle District of North Carolina. 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.

17. 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 Governments from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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



20. This Agreement is binding on Defendants' successors, transferees, estate, and assigns.

21. All Parties consent to the Governments' disclosure of this Agreement, and information about this Agreement, to the public.

22. 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: 5/25/2021

BY: Rebecca A. Mayer  
REBECCA A. MAYER  
Assistant United States Attorney  
United States Attorney's Office  
Middle District of North Carolina

DATED: 5/25/2021

BY: Lisa M. Re  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

**THE STATE OF NORTH CAROLINA**

JOSHUA H. STEIN  
NC Attorney General


J. Edward Kirby Jr

DATED: 5/25/2021


BY: F. Edward Kirby, Jr.  
F. EDWARD KIRBY, JR.  
Director, Medicaid Investigations Division  
North Carolina Department of Justice  
5505 Creedmoor Road, Ste. 300  
Raleigh, NC 27612

**DR. KWADWO GYARTENG-DAKWA**

DATED: 5/14/21

BY:   
KWADWO GYARTENG-DAKWA  
Individually, and as owner of HEAG

DATED: 5/14/21

BY:   
MICHELLE CLIFTON  
Counsel for Defendants