

EXHIBIT 1

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, (collectively, the United States), the State of Tennessee, acting through the Tennessee Attorney General and Reporter and on behalf of its Medicaid program known as TennCare (Tennessee), Cindy Scott, and Relator Debra Norris (hereafter collectively referred to as the Parties), through their authorized representatives.

RECITALS

A. Cindy Scott is a resident of Tennessee and a nurse practitioner and registered nurse who previously worked at Cookeville Pain Consultants of Putnam County, P.C., and Cookeville Center for Pain Management, P.C.

B. On May 3, 2013, Debra Norris filed a *qui tam* action in the United States District Court for the Middle District of Tennessee captioned *United States et al. ex rel. Norris v. Anderson et al.*, Civ. Action No. 2:13-cv-00035, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-183(b)(1), and various common law claims (the Civil Action). Norris' *qui tam* alleged that Scott, while working at the pain clinics named in Paragraph A, dispensed prescriptions for narcotics that were not medically appropriate. The United States intervened in the Civil Action against Scott on December 23, 2015, and Tennessee intervened in the Civil Action against Scott on December 30, 2015. The United States and Tennessee filed their Complaint in Intervention on March 24, 2016, and their Amended Complaint in Intervention on July 29, 2016.

C. The United States and Tennessee contend that Scott 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 to 1395kkk-1 (Medicare) and the TennCare Program, which is part of the Medicaid Program, 42 U.S.C. §§ 1396 to 1396w-5 (Medicaid).

D. The United States and Tennessee contend that they have certain civil claims against Scott arising from the allegations involving her in the Amended Complaint in Intervention. Specifically, the United States and Tennessee allege that from January 1, 2011 through January 31, 2014, Scott submitted or caused the submission of false claims for controlled substance prescriptions prescribed, ordered, and/or dispensed by Scott to patients as part of a prescribing pattern that was not for a legitimate medical purpose. That conduct is referred to below as the “Covered Conduct.”

E. This Settlement Agreement is neither an admission of liability by Scott nor a concession by the United States and Tennessee that their claims are not well founded.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) and Tenn. Code Ann. § 71-5-183(d) to a share of the proceeds of this Agreement and to Relator’s reasonable expenses, attorney’s fees, and costs.

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

TERMS AND CONDITIONS

1. Scott shall pay to the United States and Tennessee the sum of \$32,000 (the Settlement Amount) as follows:
 - a. Within 30 days of the Effective Date of this Agreement, Scott will make a payment to the United States in the amount of \$450 (Initial Payment) on-line at Pay.Gov pursuant to written instructions to be provided by the United States Attorney’s Office for the Middle District of Tennessee.

- b. Over a period of 60 months, Scott will pay the remaining \$31,550, plus interest at 2.375% per annum, on-line at Pay.Gov, as outlined in Appendix A (Monthly Payments).
- c. After receipt of the Initial Payment and all Monthly Payments paid from Scott in each calendar year, the United States will hold for and then disburse to Tennessee 17.6 percent (17.6%) of each such payment received under this Agreement (Tennessee Payments) as soon as feasible after the end of each applicable calendar year.

2. In the event that Scott fails to pay any amount as provided in Paragraph 1 within fifteen (15) business days of the date on which such payment is due, Scott shall be in default of her payment obligations (Default). The United States shall provide written notice of the Default to Scott, and she shall have the opportunity to cure such Default within five (5) business days from the date of receipt of the notice. Notice of Default shall be delivered to Scott by certified mail, return receipt requested, or to such representative as Scott shall designate in advance in writing.

If Scott fails to cure such Default within five (5) business days of receiving the Notice of Default, the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest shall accrue at the rate of 12% per annum compounded daily from the date of Default on the remaining unpaid total (principal and interest balance). In the event of Default, Scott shall consent to a Consent Judgment in the amount of the unpaid balance, and the United States and/or Tennessee, at their sole option, may: (a) offset the remaining unpaid balance from any amounts due and owing to Scott by any department, agency, or agent of the United States and/or Tennessee at the time of Default; (b) collect the entire unpaid balance of the Settlement Amount, plus interest, including 12% interest from the date of Default, and all other amounts due upon the event of Default as specified in this Paragraph; (c) rescind this Agreement

and file a civil action for the Covered Conduct; or (d) exercise any other rights granted by law or in equity, including referral of this matter for private collection.

In the event a complaint is filed pursuant to subsection (c) of this Paragraph, Scott agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories to the allegations in the complaint, except to the extent such defenses were available to Scott on May 3, 2013. Scott agrees not to contest any Consent Judgment, offset, or any collection action undertaken by the United States and/or Tennessee pursuant to this Paragraph, either administratively or in any state or federal court. Scott shall pay the United States and/or Tennessee all reasonable costs of collection and enforcement under this Paragraph, including attorney's fees and expenses.

Further, in the event of Default, the OIG-HHS may exclude Scott from participating in all Federal health care programs until Scott pays the Settlement Amount and reasonable costs as set forth above. The OIG-HHS will provide written notice of the exclusion to Scott. Scott waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7) and agrees 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, Scott wishes to apply for reinstatement, Scott must submit a written request for reinstatement to the OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Scott will not be reinstated unless and until the OIG-HHS approves such request for reinstatement.

3. Conditioned upon the United States receiving the Initial Payment and All Monthly Payments in each calendar year from Scott, the United States agrees that it shall pay to Relator by electronic funds transfer seventeen percent (17%) of each such payment received during each calendar year under this Agreement as soon as feasible after the end of each applicable calendar year.

4. Subject to the exceptions in Paragraph 7 (concerning excluded claims), and conditioned upon Scott's full payment of the Settlement Amount, and subject to Paragraph 22 (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), and in consideration of Scott's obligations in this Agreement and in the Memorandum of Agreement entered into between Scott and the Drug Enforcement Administration, the United States releases Scott 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 to 3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 to 3812; or the common law theories of payment by mistake or unjust enrichment.

5. Subject to the exceptions in Paragraph 8 (concerning excluded claims), in consideration of the obligations of Scott as set forth in this Agreement, and subject to Paragraph 22 (concerning bankruptcy proceedings commenced within 90 days of the Effective Date of this Agreement or any payment made under this Agreement), and conditioned upon her full payment of the Settlement Amount, Tennessee agrees to release Scott from any civil or administrative monetary claim Tennessee has for the Covered Conduct under the Tennessee Medicaid False Claims Act, Tenn. Code Ann. §§ 71-5-181 to -185 or the common law theories of payment by mistake or unjust enrichment. Tennessee does not have the authority, and does not intend, to release Scott from any claims or actions which may be asserted by private payers or insurers, including those that are paid by TennCare on a capitated basis. The Parties agree that the foregoing sentence is not intended to alter in any way the terms of Sections A.2.20.1.7-A.2.20.1.7.3 of the Contractor Risk Agreement with any TennCare Managed Care Organization.

6. Subject to the exceptions in Paragraph 7 and 8 (concerning excluded claims), and conditioned upon Scott's full payment of the Settlement Amount, and subject to Paragraph 22

(concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), and in consideration of Scott's obligations in this Agreement, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Scott 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, or on behalf of Tennessee for the Covered Conduct under the Tennessee Medicaid False Claims Act, Tenn. Code Ann. §§ 71-5-181 to -185.

7. 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 or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Notwithstanding the releases given in Paragraphs 4 and 5 of this Agreement or any other term of this Agreement, the following claims of Tennessee are specifically reserved and are not released:

- a. Any criminal liability;
- b. Any liability to the State of Tennessee for any conduct other than the Covered Conduct;
- c. Any liability based upon obligations created by this Agreement;
- d. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services, provided by Scott;
- e. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from the TennCare Program;
- f. Any criminal, civil, or administrative liability arising under the State of Tennessee's revenue codes; and
- g. Any liability to the State of Tennessee, individual consumers or state program payers for claims involving unfair and/or deceptive acts or practices and/or violations of consumer protection laws.

9. 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) and Tenn. Code Ann. § 71-5-183(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 3, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and Tennessee, and 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 or Tenn. Code Ann. § 71-5-183, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

10. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Scott 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.

11. Scott has provided sworn financial disclosure statements (Financial Statements) to the United States, and the United States and Tennessee have relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Scott warrants that the Financial Statements are complete, accurate, and current. If the United States and/or Tennessee learn of asset(s) in which Scott had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States and/or Tennessee learn of any misrepresentation by Scott 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 \$3000 or more, the United States and/or Tennessee may at their option: (a) rescind this Agreement and reinstate their 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 Scott previously undisclosed. Scott agrees not to contest any collection action undertaken by the United States or Tennessee pursuant to this provision, and immediately to pay the United States and/or Tennessee all reasonable costs incurred in such an action, including attorney's fees and expenses.

12. In the event that the United States and/or Tennessee, pursuant to Paragraph 11 (concerning disclosure of assets), opts to rescind this Agreement, Scott agrees 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 and/or Tennessee within 30 calendar days of written notification to Scott that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on May 3, 2013.

13. Scott waives and shall not assert any defenses she 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. Scott fully and finally releases the United States and Tennessee, and their agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Scott has asserted, could have asserted, or may assert in the future against the United States and/or Tennessee, their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' and Tennessee's investigation and prosecution thereof.

15. Scott fully and finally releases the Relator from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Scott has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

16. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), TennCare contractor (e.g., TennCare

Managed Care Contractor) or any other state payer, related to the Covered Conduct; and Scott agrees not to resubmit to any Medicare contractor, TennCare contractor, or any other 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.

17. Scott agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395 to 1395kkk-1 and 1396 to 1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Scott 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) Scott's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Scott makes to the United States and Tennessee pursuant to this Agreement and any payments that Scott may make to Relator, including costs and attorney's 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 Scott, and Scott 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 Scott to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Scott further agrees that within 90 days of the Effective Date of this Agreement she 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 Scott, 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. Scott agrees that the United States and Tennessee, at a minimum, shall be entitled to recoup from Scott 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 and/or Tennessee pursuant to the direction of the Department of Justice and/or the affected agencies. The United States and Tennessee reserve their rights to disagree with any calculations submitted by Scott or any of her affiliates on the effect of inclusion of Unallowable Costs (as

defined in this Paragraph) on Scott's or any of her affiliates' cost reports, cost statements, information reports, or requests for payment.

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

18. Scott agrees to cooperate fully and truthfully with the United States' and Tennessee's investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Scott shall be available for interviews and testimony, consistent with her rights and privileges. Scott further agrees to furnish to the United States and/or Tennessee, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in her possession, custody, or control concerning any investigation of the Covered Conduct that she has undertaken, or that has been performed by another on her behalf.

19. 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 20 (waiver for beneficiaries paragraph).

20. Scott agrees that she waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payers based upon the claims defined as Covered Conduct.

21. 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 Scott, 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 Scott was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

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

a. Scott's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Scott shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Scott's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Scott 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 Scott.

b. If Scott's 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 and Tennessee, at their sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Scott for the claims that would otherwise be covered by the releases provided in Paragraphs 4

and 5. Scott agrees that (i) any such claim, action, or proceeding brought by the United States and Tennessee are not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceeding described in the first clause of this Paragraph, and Scott shall not argue or otherwise contend that the United States’ and/or Tennessee’s claim, action, or proceeding are subject to an automatic stay; (ii) Scott 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 that are brought by the United States and/or Tennessee within 30 calendar days of written notification to Scott that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on May 3, 2013; and (iii) the United States and Tennessee have a valid claim against Scott in the amount of \$4,688,600 and the United States and/or Tennessee may pursue their respective claims 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. Scott acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

23. Upon receipt of the payment described in Paragraph 1, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action against Scott pursuant to Rule 41(a)(1).

24. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

25. 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.

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

Court for the Middle District of Tennessee. 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.

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

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

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

30. This Agreement is binding on Scott's successors, transferees, heirs, and assigns.

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

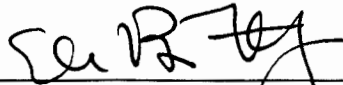
32. All parties consent to the United States' and Tennessee's disclosure of this Agreement, and information about this Agreement, to the public.

33. 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: 11/22/18

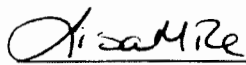
BY:



ELLEN BOWDEN MCINTYRE
Assistant United States Attorney
Middle District of Tennessee

DATED: 12/29/17

BY:



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 TENNESSEE

DATED: 10/6/2017 BY: Herbert H. Slattery III
HERBERT H. SLATTERY III
Attorney General & Reporter

CINDY SCOTT - DEFENDANT

DATED: _____ BY: _____
CINDY SCOTT

DATED: _____ BY: _____
ALEX LITTLE
RAQUEL BELLAMY
Counsel for Cindy Scott

DEBRA NORRIS - RELATOR

DATED: _____ BY: _____
DEBRA NORRIS

DATED: _____ BY: _____
ROBERT A. PEAL
Counsel for Debra Norris

Office of Inspector General
United States Department of Health and Human Services

THE STATE OF TENNESSEE

DATED: _____ BY: _____
HERBERT H. SLATERY III
Attorney General & Reporter

CINDY SCOTT - DEFENDANT

DATED: 9/22/17 BY: Cindy Scott
CINDY SCOTT

DATED: 9/22/17 BY: Raquel Bellamy
ALEX LITTLE
RAQUEL BELLAMY
Counsel for Cindy Scott

DEBRA NORRIS - RELATOR

DATED: _____ BY: _____
DEBRA NORRIS

DATED: _____ BY: _____
ROBERT A. PEAL
Counsel for Debra Norris

Office of Inspector General
United States Department of Health and Human Services

THE STATE OF TENNESSEE

DATED: _____

BY: _____
HERBERT H. SLATERY III
Attorney General & Reporter

CINDY SCOTT - DEFENDANT

DATED: _____

BY: _____
CINDY SCOTT

DATED: _____


BY: _____
ALEX LITTLE
RAQUEL BELLAMY
Counsel for Cindy Scott

DEBRA NORRIS - RELATOR

DATED: 9-18-17

BY: 
DEBRA NORRIS

DATED: 9-18-17

BY: 
ROBERT A. PEAL
Counsel for Debra Norris

APPENDIX A TO SETTLEMENT AGREEMENT
Schedule of Payments

LOAN AMOUNT	32,000	Total Payments	\$ 34,203.99
INTEREST RATE	2.375%	Interest Paid	\$ (32,000.00)
MONTHS	60		
PAYMENTS			

PAYMENT DUE DATE	BEGINNING BALANCE	PAYMENT	REMAINDER	INTEREST	NEXT MONTH START BALANCE
10/15/17	\$ 32,000.00	\$ 450.00	\$ 31,550.00	0.198%	\$ 31,612.44
11/15/17	\$ 31,612.44	\$ -	\$ 31,612.44	0.198%	\$ 31,675.01
12/15/17	\$ 31,675.01	\$ -	\$ 31,675.01	0.198%	\$ 31,737.70
1/15/18	\$ 31,737.70	\$ 400.00	\$ 31,337.70	0.198%	\$ 31,399.75
2/15/18	\$ 31,399.75	\$ 400.00	\$ 30,999.75	0.198%	\$ 31,061.13
3/15/18	\$ 31,061.13	\$ 400.00	\$ 30,661.13	0.198%	\$ 30,721.84
4/15/18	\$ 30,721.84	\$ 400.00	\$ 30,321.84	0.198%	\$ 30,381.87
5/15/18	\$ 30,381.87	\$ 400.00	\$ 29,981.87	0.198%	\$ 30,041.24
6/15/18	\$ 30,041.24	\$ 400.00	\$ 29,641.24	0.198%	\$ 29,699.93
7/15/18	\$ 29,699.93	\$ 400.00	\$ 29,299.93	0.198%	\$ 29,357.94
8/15/18	\$ 29,357.94	\$ 400.00	\$ 28,957.94	0.198%	\$ 29,015.28
9/15/18	\$ 29,015.28	\$ 400.00	\$ 28,615.28	0.198%	\$ 28,671.94
10/15/18	\$ 28,671.94	\$ 400.00	\$ 28,271.94	0.198%	\$ 28,327.91
11/15/18	\$ 28,327.91	\$ 400.00	\$ 27,927.91	0.198%	\$ 27,983.21
12/15/18	\$ 27,983.21	\$ 400.00	\$ 27,583.21	0.198%	\$ 27,637.83
1/15/19	\$ 27,637.83	\$ 450.00	\$ 27,187.83	0.198%	\$ 27,241.66
2/15/19	\$ 27,241.66	\$ 450.00	\$ 26,791.66	0.198%	\$ 26,844.71
3/15/19	\$ 26,844.71	\$ 450.00	\$ 26,394.71	0.198%	\$ 26,446.97
4/15/19	\$ 26,446.97	\$ 450.00	\$ 25,996.97	0.198%	\$ 26,048.44
5/15/19	\$ 26,048.44	\$ 450.00	\$ 25,598.44	0.198%	\$ 25,649.13
6/15/19	\$ 25,649.13	\$ 450.00	\$ 25,199.13	0.198%	\$ 25,249.02
7/15/19	\$ 25,249.02	\$ 450.00	\$ 24,799.02	0.198%	\$ 24,848.12
8/15/19	\$ 24,848.12	\$ 450.00	\$ 24,398.12	0.198%	\$ 24,446.43
9/15/19	\$ 24,446.43	\$ 450.00	\$ 23,996.43	0.198%	\$ 24,043.94
10/15/19	\$ 24,043.94	\$ 450.00	\$ 23,593.94	0.198%	\$ 23,640.66
11/15/19	\$ 23,640.66	\$ 450.00	\$ 23,190.66	0.198%	\$ 23,236.58
12/15/19	\$ 23,236.58	\$ 450.00	\$ 22,786.58	0.198%	\$ 22,831.69
1/15/20	\$ 22,831.69	\$ 550.00	\$ 22,281.69	0.198%	\$ 22,325.81
2/15/20	\$ 22,325.81	\$ 550.00	\$ 21,775.81	0.198%	\$ 21,818.93
3/15/20	\$ 21,818.93	\$ 550.00	\$ 21,268.93	0.198%	\$ 21,311.04
4/15/20	\$ 21,311.04	\$ 550.00	\$ 20,761.04	0.198%	\$ 20,802.15
5/15/20	\$ 20,802.15	\$ 550.00	\$ 20,252.15	0.198%	\$ 20,292.25
6/15/20	\$ 20,292.25	\$ 550.00	\$ 19,742.25	0.198%	\$ 19,781.34
7/15/20	\$ 19,781.34	\$ 550.00	\$ 19,231.34	0.198%	\$ 19,269.42

8/15/20	\$ 19,269.42	\$ 550.00	\$ 18,719.42	0.198%	\$ 18,756.48
9/15/20	\$ 18,756.48	\$ 550.00	\$ 18,206.48	0.198%	\$ 18,242.53
PAYMENT	BEGINNING	PAYMENT	REMAINDER	INTEREST	NEXT MONTH
DUE DATE	BALANCE				START BALANCE
10/15/20	\$ 18,242.53	\$ 550.00	\$ 17,692.53	0.198%	\$ 17,727.56
11/15/20	\$ 17,727.56	\$ 550.00	\$ 17,177.56	0.198%	\$ 17,211.57
12/15/20	\$ 17,211.57	\$ 550.00	\$ 16,661.57	0.198%	\$ 16,694.56
1/15/21	\$ 16,694.56	\$ 650.00	\$ 16,044.56	0.198%	\$ 16,076.33
2/15/21	\$ 16,076.33	\$ 650.00	\$ 15,426.33	0.198%	\$ 15,456.87
3/15/21	\$ 15,456.87	\$ 650.00	\$ 14,806.87	0.198%	\$ 14,836.19
4/15/21	\$ 14,836.19	\$ 650.00	\$ 14,186.19	0.198%	\$ 14,214.28
5/15/21	\$ 14,214.28	\$ 650.00	\$ 13,564.28	0.198%	\$ 13,591.14
6/15/21	\$ 13,591.14	\$ 650.00	\$ 12,941.14	0.198%	\$ 12,966.76
7/15/21	\$ 12,966.76	\$ 650.00	\$ 12,316.76	0.198%	\$ 12,341.15
8/15/21	\$ 12,341.15	\$ 650.00	\$ 11,691.15	0.198%	\$ 11,714.30
9/15/21	\$ 11,714.30	\$ 650.00	\$ 11,064.30	0.198%	\$ 11,086.20
10/15/21	\$ 11,086.20	\$ 650.00	\$ 10,436.20	0.198%	\$ 10,456.87
11/15/21	\$ 10,456.87	\$ 650.00	\$ 9,806.87	0.198%	\$ 9,826.28
12/15/21	\$ 9,826.28	\$ 650.00	\$ 9,176.28	0.198%	\$ 9,194.45
1/15/22	\$ 9,194.45	\$ 775.00	\$ 8,419.45	0.198%	\$ 8,436.12
2/15/22	\$ 8,436.12	\$ 775.00	\$ 7,661.12	0.198%	\$ 7,676.29
3/15/22	\$ 7,676.29	\$ 775.00	\$ 6,901.29	0.198%	\$ 6,914.96
4/15/22	\$ 6,914.96	\$ 775.00	\$ 6,139.96	0.198%	\$ 6,152.11
5/15/22	\$ 6,152.11	\$ 775.00	\$ 5,377.11	0.198%	\$ 5,387.76
6/15/22	\$ 5,387.76	\$ 775.00	\$ 4,612.76	0.198%	\$ 4,621.89
7/15/22	\$ 4,621.89	\$ 775.00	\$ 3,846.89	0.198%	\$ 3,854.51
8/15/22	\$ 3,854.51	\$ 775.00	\$ 3,079.51	0.198%	\$ 3,085.61
9/15/22	\$ 3,085.61	\$ 775.00	\$ 2,310.61	0.198%	\$ 2,315.18
10/15/22	\$ 2,315.18	\$ 775.00	\$ 1,540.18	0.198%	\$ 1,543.23
11/15/22	\$ 1,543.23	\$ 775.00	\$ 768.23	0.198%	\$ 769.75
12/15/22		\$ 628.99	\$ -		\$ -