

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among: (a) the United States of America, acting through the United States Department of Justice and on behalf of the Department of Health and Human Services, Office of Inspector General (“OIG-HHS”) (collectively, the “United States”); (b) the State of California, acting through the California Department of Justice, Office of the Attorney General, Division of Medi-Cal Fraud and Elder Abuse (“California”) (the United States and California are collectively referred to as “the Governments”); (c) Prism Enterprises, Inc. d/b/a Prism Behavioral Solutions (“Prism”); and (d) Diana Mason (“Relator”) (hereafter the United States, California, Prism, and Relator are collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. Prism is a California corporation that provides medical services to patients in Southern California, including in the Southern District of California. Prism’s corporate address is 21600 Oxnard St., Suite 1030, Woodland Hills, California 91367. Prism provides treatment to children and young adults diagnosed with autism and other related disorders through therapy called Applied Behavioral Analysis, and Prism provides training sessions to the parents and caregivers of those children and young adults.

B. On January 8, 2019, Diana Mason filed a *qui tam* action in the United States District Court for the Southern District of California captioned *United States and the State of California, ex rel. Mason v. Prism Autism Foundation*, 19-CV-0043-W (BLM), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) and the California False Claims Act, § 12650 *et seq.* (the “Civil Action”). Ms. Mason alleged that Prism routinely (a) billed for services not rendered, (b) overbilled for services rendered by overstating the length of the therapy sessions, and (c) billed for therapy services rendered without the adequate supervision of a licensed Board

Certified Behavioral Analyst. The Governments shall be intervening for settlement purposes in the Civil Action contemporaneously with the execution of this Settlement Agreement.

C. The Governments contend that Prism submitted or caused to be submitted claims for payment to the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”), which includes “managed care entities” as defined by 42 U.S.C. § 1396u-2. Medicaid in the State of California is known as “Medi-Cal.”

D. The Governments contend that they have certain civil claims against Prism arising from false or fraudulent claims for payment it knowingly submitted, or caused to be submitted, to Medi-Cal for Applied Behavioral Analysis autism services that Prism did not render from September 14, 2016 through December 23, 2019. Specifically, Prism submitted, or caused to be submitted, 2,363 claims for services not rendered during that period, which included claims for the following Current Procedural Terminology (“CPT”) services: CPT H0031 (21 claims), CPT H0032 (451 claims), CPT H0046 (716 claims), CPT H2014 (1 claim), CPT H2019 (535 claims), CPT S5110 (11 claims), CPT S5111 (539 claims), CPT 0364T (31 claims), CPT 0365T (33 claims), CPT 0370T (21 claims), CPT 0373T (2 claims), and CPT 0374T (2 claims). The conduct described in this Paragraph is referred to as the “Covered Conduct” in this Agreement.

The Governments further contend that the Covered Conduct gives rise to civil claims against Prism under the False Claims Act, 31 U.S.C. §§ 3729-3733; other federal and state statutes; the California False Claims Act, Cal. Gov’t Code §§ 12650-12656; and the common law.

E. This Settlement Agreement is neither an admission of liability by Prism nor a concession by the Governments that their claims are not well founded.

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

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

TERMS AND CONDITIONS

1. Prism agrees to pay the Governments the sum of \$650,000 (“Settlement Amount”), of which \$429,496.95 constitutes restitution to the Governments, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney’s Office for the Southern District of California no later than 10 days after the Effective Date of this Agreement. Upon receipt of the Settlement Amount from Prism, the United States Attorney’s Office for the Southern District of California will distribute 60% of the payment to the State of California by electronic funds transfer pursuant to written instructions to be provided by the California Attorney General’s Office. The United States will retain the remaining 40% of Prism’s payment as its portion of the payment.

2. Conditioned upon the United States and California receiving the Settlement Amount, the Governments agree that they shall pay to Relator by electronic funds transfer 20% percent of each such payment received under the Settlement Agreement (Relator’s Share) as soon as feasible after receipt of the payment. The United States and California will each individually pay Relator her share in accordance with the allocation provided in Paragraph 1.

3. The Governments’ Release of Prism

a. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 9 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy) below, and upon the United States’ receipt of the entirety of the Settlement Amount, the United States releases Prism from any civil

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.

- b. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 9 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy) below, and upon California's receipt of the entirety of the Settlement Amount, California releases Prism from any civil monetary claim California has for the Covered Conduct under the California False Claims Act, Cal. Gov't Code §§ 12650-12656.

4. Subject to the exceptions in Paragraph 5 below, and subject to Paragraph 9 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy) below, and upon the Governments' receipt of the entirety of the Settlement Amount, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Prism from any civil monetary claim the Relator has on behalf of the Governments for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and the California False Claims Act, Cal. Gov't Code §§ 12650-12656.

5. Notwithstanding the releases given in Paragraph 3 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) or under California's Taxation and Revenue Code;

- b. any criminal liability;
- c. any administrative liability or enforcement right, including mandatory and permissive exclusion from federal or state health care programs;
- d. any liability to the United States (or its agencies) or to California (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 express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. any liability for failure to deliver goods or services due;
- i. any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- j. any civil or administrative liability that any person or entity, including Prism and its affiliates, has or may have to the State of California or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 3 above, including, but not limited to, any and all of the following claims: (i) claims involving unlawful or illegal conduct based on State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws.

6. 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 Cal. Gov't

Code § 12652(e)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the Governments, their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730 and Cal. Gov't Code § 12650 *et seq.*, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

7. Relator agrees, for herself, and for her heirs, successors, attorneys, agents, and assigns, that Prism reserves all arguments, claims, and defenses related to any Relator or Relator's beneficiary claim for expenses or attorneys' fees and costs arising under 31 U.S.C. § 3730(d) or Cal. Gov't Code § 12652(g)(8).

8. Prism agrees for itself and for its owners, principals, officers, directors, successors, attorneys, agents, and assigns, that Relator and Relator's beneficiary reserve all arguments, claims, and defenses related to any claim for expenses or attorneys' fees and costs arising under 31 U.S.C. § 3730(d) or Cal. Gov't Code § 12652(g)(8).

9. Prism has provided sworn financial disclosures and supporting documents (together "Financial Disclosures") to the Governments, and the Governments have relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Prism warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the Governments learn of asset(s) in which Prism 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 Prism's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the Governments learn of any false statement or misrepresentation by Prism 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 \$65,000 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 Prism's previously undisclosed assets. Prism agrees not to contest any collection action undertaken by the Governments pursuant to this provision, and agrees that it 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, Prism waives and 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 Governments within 120 calendar days of written notification to Prism that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on January 8, 2019.

10. Prism waives and shall not assert any defenses Prism 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.

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

12. Except to the extent that that Prism reserves all arguments, claims, and defenses related to any Relator or Relator's beneficiary claim for expenses or attorneys' fees and costs arising under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g)(8), Prism fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Prism has asserted, could have asserted, or may assert in the future against the Relator, related to the Civil Action and the Relator's investigation and prosecution thereof.

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the Medi-Cal program or any Medicare or Medicaid contractor (*e.g.*, Medicare Administrative Contractor, managed care entities, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Prism agrees not to resubmit to the Medi-Cal program, any Medicare or Medicaid 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.

14. Prism agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Prism, 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) Prism'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; and
- (5) the payment Prism makes to the Governments pursuant to this Agreement and any payment that Prism 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 Prism, and Prism shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States, California, 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 Prism or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Prism further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare, Medicaid, 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, California, 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 Prism 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. Prism agrees that the Governments, at a minimum, shall be entitled to recoup from Prism 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 United States Department of Justice, the California Attorney General's Office, and/or the affected agencies. The Governments reserve their rights to disagree with any calculations submitted by Prism or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Prism 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 Prism's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

15. Prism agrees to cooperate fully and truthfully with the Governments' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Prism shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Prism further agrees to furnish to the United States and California, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

16. 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 17 (waiver for beneficiaries paragraph), below.

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

18. 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 Prism's financial condition as reflected in the Financial Disclosures referenced in Paragraph 9.

a. In the event that Prism fails to make the Settlement Payment in its entirety as provided in Paragraph 1 above, Prism shall be in Default of Prism's payment obligations ("Default"). The United States or California will provide a written Notice of Default, and Prism 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 Prism, or to such other representative as Prism shall designate in advance in writing. If Prism 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, Prism agrees that the Governments, at their sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Prism for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Prism to the Governments under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Prism 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, Prism agrees 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, Prism waives and agrees 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 Prism 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 January 8, 2019. Prism agrees 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 Prism from participating in all Federal health care programs until Prism pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Prism. Prism 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, Prism wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Prism 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.

19. In exchange for valuable consideration provided in this Agreement, Prism acknowledges the following:

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

(i) the Governments may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Prism for the claims that would otherwise be covered by the releases provided in Paragraph 3 above;

(ii) the Governments have an undisputed, noncontingent, and liquidated allowed claim against Prism in the amount of \$28,852,885.85, less any payments received pursuant to this agreement, provided, however, that such payments are not otherwise avoided and recovered from the Governments by Prism, a receiver, trustee, custodian, or other similar official for Prism; and

(iii) if any payments are avoided and recovered by Prism, a receiver, trustee, custodian, or similar official for Prism, Relator shall, within thirty days of written notice from the Governments to the undersigned Relator's counsel, return any portions of such payments already paid by the Governments to Relator pursuant to Paragraph 2.

f. Prism agrees that any civil and/or administrative claim, action, or proceeding brought by the Governments under Paragraph 19.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory

power. Prism 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). Prism waives 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 Prism that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on January 8, 2019.

20. Upon receipt of all payment described in Paragraph 1, above, pursuant to Federal Rule of Civil Procedure 41(a)(1) and to the terms and conditions of this Agreement, the United States, California, and Relator shall promptly sign and file in the Civil Action a Notice, Request, Stipulation, or similar pleading to effectuate the dismissal of the Civil Action against Prism. The pleading shall state that the allegations described above as Covered Conduct shall be dismissed with prejudice as to the United States and California, and any remaining allegations in the Civil Action shall be dismissed without prejudice as to the United States and California. All claims shall be dismissed with prejudice as to Relator, with the exception of Relator's or Relator's beneficiary's claims for expenses or attorneys' fees and costs arising under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g)(8). The pleading shall further specify that the Court shall retain jurisdiction of the Civil Action for purposes of determining the amount of compensation Relator or Relator's beneficiary is entitled to receive from Prism for claims for expenses or attorneys' fees and costs pursuant to 31 U.S.C. 3730(d) and Cal. Gov't Code § 12652(g)(8).

21. Except for Relator's or Relator's beneficiary's statutory claims for expenses or attorneys' fees and costs arising under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g)(8), each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

23. 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 Southern District of California. 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.

24. 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 them under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

27. This Agreement is binding on Prism's successors, transferees, heirs, and assigns.

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

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

30. 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.

[SIGNATURE BLOCKS ON THE FOLLOWING PAGES]

**THE UNITED STATES OF AMERICA**

DATED: 4/4/2022

BY:   
DYLAN M. ASTE  
Assistant United States Attorney  
Southern District of California

DATED: 3/30/22

BY: Lisa M. Re /seg  
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 CALIFORNIA**

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

BY: \_\_\_\_\_  
CARLOTTA R. HIVORAL  
Deputy Attorney General  
California Department of Justice  
Office of the Attorney General  
Division of Medi-Cal Fraud and Elder Abuse

**RELATOR DIANA MASON**

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

BY: \_\_\_\_\_  
DIANA MASON  
Relator

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

BY: \_\_\_\_\_  
WILLIAM HURLOCK  
RONALD KARZ  
Mueller Law, PLLC  
Counsel for Relator Diana Mason

**THE UNITED STATES OF AMERICA**

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

BY: \_\_\_\_\_

DYLAN M. ASTE  
Assistant United States Attorney  
Southern District of California

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

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 CALIFORNIA**

DATED: 3/28/2022

BY: \_\_\_\_\_

  
CARLOTTA R. HIVORAL  
Deputy Attorney General  
California Department of Justice  
Office of the Attorney General  
Division of Medi-Cal Fraud and Elder Abuse

**RELATOR DIANA MASON**

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

BY: \_\_\_\_\_

DIANA MASON  
Relator

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

BY: \_\_\_\_\_

WILLIAM HURLOCK  
RONALD KARZ  
Mueller Law, PLLC  
Counsel for Relator Diana Mason

**THE UNITED STATES OF AMERICA**

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

BY: \_\_\_\_\_  
DYLAN M. ASTE  
Assistant United States Attorney  
Southern District of California

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

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

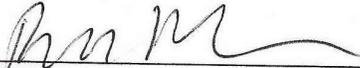
**THE STATE OF CALIFORNIA**

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

BY: \_\_\_\_\_  
CARLOTTA R. HIVORAL  
Deputy Attorney General  
California Department of Justice  
Office of the Attorney General  
Division of Medi-Cal Fraud and Elder Abuse

**RELATOR DIANA MASON**

DATED: 3/28/2022

BY:   
DIANA MASON  
Relator

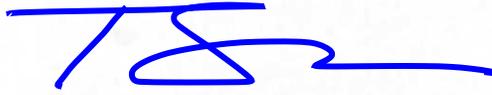
DATED: 3/28/22

BY:   
WILLIAM HURLOCK  
RONALD KARZ  
Mueller Law, PLLC  
Counsel for Relator Diana Mason

**PRISM ENTERPRISES, INC. D/B/A PRISM BEHAVIORAL SOLUTIONS**

DATED: 3/28/22

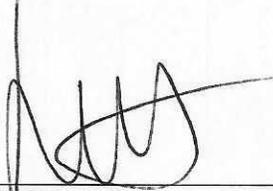
BY:



TIMOTHY A. SCOTT  
Singleton Schreiber McKenzie & Scott  
Counsel for Prism Enterprises, Inc. d/b/a Prism Behavioral  
Solutions

DATED: 3/28/2022

BY:



LUSINE GABRIELIAN  
President  
Prism Enterprises, Inc. d/b/a Prism Behavioral Solutions