

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), (collectively the “United States”), the State of Connecticut, acting through the Attorney General of the State of Connecticut (collectively the “State of Connecticut”); New Era Rehabilitation Center (“New Era”), Dr. Ebenezer Kolade and Dr. Christina Kolade (the “Kolades”), (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

- A. New Era is a healthcare organization that provides behavioral health and substance use disorder services to clients, with clinics located in New Haven and Bridgeport, Connecticut. The Kolades are physicians licensed to practice medicine in the State of Connecticut. They are the co-founders and owners of New Era.
- B. The United States and the State of Connecticut contend that New Era and the Kolades submitted or caused to be submitted claims for payment to the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).
- C. The United States and the State of Connecticut contend that they have certain civil claims against New Era and the Kolades, arising out of New Era and the Kolades’ submitting, or causing to be submitted, claims to Medicaid for psychotherapy services that were not provided to Medicaid recipients. Instead of providing psychotherapy services, New Era provided counseling services, which were already included in the weekly rate Medicaid reimbursed New Era for chemical maintenance treatment billed pursuant to code H0020. The United States and the State

of Connecticut contend that these claims for psychotherapy services constituted false or fraudulent claims submitted to the Medicaid program during the time period October 1, 2009 through November 30, 2013. That conduct is referred to below as the "Covered Conduct."

D. New Era and the Kolades deny the United States' and the State of Connecticut's allegations in Paragraph C.

E. This Settlement Agreement is neither an admission of liability by New Era and the Kolades nor a concession by the United States or the State of Connecticut 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. New Era and the Kolades agree to pay to the United States and the State of Connecticut pursuant to this Settlement Agreement, a total of One Million Three Hundred Seventy Eight Thousand Five Hundred Thirty Three Dollars and Seventy Six Cents (\$1,378,533.76) (the "Settlement Amount"), plus interest, of which Six Hundred Eighty Nine Thousand Two Hundred Sixty Six Dollars and Eighty Eight Cents (\$689,266.88) is restitution by New Era and the Kolades. New Era and the Kolades are jointly and severally liable for the Settlement Amount. New Era and the Kolades agree that the Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Connecticut and shall be satisfied as follows:

a. One Hundred Thousand Dollars (\$100,000.00) within three (3) days of the Effective Date of this Agreement.

b. The remaining One Million Two Hundred Seventy Eight Thousand Five Hundred Thirty Three Dollars and Seventy Six Cents (\$1,278,533.76), plus interest, pursuant to the payment schedule attached hereto as Exhibit A. Interest will be charged at the rate of 2.75%, compounded monthly. New Era and the Kolades agree to execute, contemporaneously with this Agreement, a Stipulated Judgment, in the form attached hereto as Exhibit B. On or after the Effective Date of the Agreement, the United States and the State of Connecticut will file a civil complaint against New Era and the Kolades in the United States District Court for the District of Connecticut. Promptly after the filing of the civil complaint, the United States and the State of Connecticut will file a motion, on consent, for entry of a judgment in favor of the United States and the State of Connecticut, and against New Era and the Kolades, as set forth in the Stipulated Judgment, and the United States and the State of Connecticut will file the Stipulated Judgment with the Court. 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.

2. In the event that New Era and the Kolades fail to pay any portion of the Settlement Amount as provided by paragraphs 1 above, and the attached payment schedule, within ten (10) business days of the date upon which each such payment is due, New Era and the Kolades shall be in Default of their payment obligations ("Default"). The United States and/or the State of Connecticut will provide a written Notice of Default, and New Era and the Kolades

shall have an opportunity to cure such Default within ten (10) business days from the date of receipt of the Notice of Default. Notice of Default will be sent to Maureen Weaver, Esq., Wiggin and Dana, One Century Tower, P.O. Box 1832, New Haven, Connecticut 06508, and to New Era and the Kolades at 311 East Street, New Haven, Connecticut 06511. If New Era and the Kolades fail to cure the Default within ten (10) business days of receiving the Notice of 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). In the event of Default, the United States and the State of Connecticut, at their sole discretion, may (a) take any action to execute and collect on the Stipulated Judgment against New Era and the Kolades; (b) declare this Agreement breached, and proceed against New Era and the Kolades for any claims, including those to be released by this agreement; (c) file an action for specific performance of the Agreement and/or the Stipulated Judgment; (d) offset the remaining unpaid balance, inclusive of interest, from any amounts due and owing to New Era and the Kolades by any department, agency, or agent of the United States or the State of Connecticut at the time of Default; (e) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity.

New Era and the Kolades agree not to contest any offset imposed and not to contest any collection action undertaken by the United States or the State of Connecticut pursuant to this Paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States or the State of Connecticut. In the event of Default, as defined above, and at their sole option, the United States and the State of Connecticut alternatively may

rescind this Agreement and bring any civil and/or administrative claim, action, or proceeding against New Era and the Kolades for the claims that would otherwise be covered by the releases provided in Paragraphs 3 and 4, below. In the event that the United States or the State of Connecticut opt to rescind this Agreement pursuant to this Paragraph, New Era and the Kolades 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 (a) filed by the United States or the State of Connecticut against New Era and the Kolades within 120 days of written notification that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on or before the Effective Date of this Agreement.

3. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon New Era and the Kolades' full payment of the Settlement Amount, and subject to Paragraph 17 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the United States releases New Era and the Kolades 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.

4. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon New Era and the Kolades' full payment of the Settlement Amount, and subject to Paragraph 17 below (concerning bankruptcy proceedings commenced within 91 days of the

Effective Date of this Agreement or any payment made under this Agreement), the State of Connecticut releases New Era and the Kolades from any civil claims the State of Connecticut has, or could have asserted for the Covered Conduct under, Conn. Gen. Stat. §4-274 et seq. (Connecticut State False Claims Act), and the common law theories of payment by mistake, unjust enrichment, and fraud.

5. In the event of a Default as defined in Paragraph 2, above, which is not cured by New Era and the Kolades pursuant to Paragraph 2, OIG-HHS may exclude New Era and the Kolades from participating in all Federal health care programs until New Era and the Kolades pay the Settlement Amount as set forth in Paragraph 1, above. OIG-HHS will provide written notice of any such exclusion to New Era and the Kolades. New Era and the Kolades 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 New Era and the Kolades want to apply for reinstatement, New Era and the Kolades must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. New Era and the Kolades will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

6. In the event of a Default as defined in Paragraph 2, above, which is not cured by New Era and the Kolades pursuant to Paragraph 2, the State of Connecticut may suspend New Era and the Kolades from participating in all state administered health or human service programs until New Era and the Kolades pay the Settlement Amount as set forth in Paragraph 1, above. The State of Connecticut will provide written notice of any such suspension to New Era

and the Kolades. New Era and the Kolades waive any further notice of the suspension under Regulations of Connecticut State Agencies Section 17-83k-1, et seq., and agree not to contest such suspension either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of suspension New Era and the Kolades want to apply for reinstatement, New Era and the Kolades must submit a written request for reinstatement to the State of Connecticut in accordance with the provisions of Regulations of Connecticut State Agencies Section 17-83k-7. New Era and the Kolades will not be reinstated unless and until the State of Connecticut approves such request for reinstatement.

7. Notwithstanding the releases given in Paragraphs 3 and 4 of this Settlement Agreement, or any other term of this Settlement Agreement, the following claims of the United States and the State of Connecticut are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any liability arising under the laws and regulations that are administered and enforced by the State of Connecticut Department of Revenue Services;
- c. Any criminal liability;
- d. Except as explicitly stated in this Settlement Agreement, any civil or administrative liability that any person or entity has or may have to the State or to individual consumers or state program payors under any statute, regulation or rule not expressly covered by the release in Paragraph 4 above, including, but not limited to, any and all of the following claims: (i) State or federal antitrust violations; (ii) claims involving unfair and/or

deceptive acts and practices and/or violations of consumer protection laws;

- e. Except as explicitly stated in this Settlement Agreement, any administrative liability to the United States, including mandatory or permissive exclusion from Federal health care programs;
- f. Except as explicitly stated in this Settlement Agreement, any administrative liability to the State of Connecticut Department of Social Services, including suspension from the CMAP;
- g. Any liability to the United States or the State of Connecticut (or their agencies) for any conduct other than the Covered Conduct;
- h. Any liability based upon obligations created by this Settlement Agreement;
- i. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- j. Any liability for failure to deliver goods or services due; and
- k. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. New Era and the Kolades waive and shall not assert any defenses New Era and the Kolades 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 Settlement Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. New Era and the Kolades fully and finally release the United States, the State of Connecticut, and their respective agencies, employees, servants, and agents from any claims in their official and individual capacities (including attorney's fees, costs, and expenses of every kind and however denominated) that New Era and the Kolades have asserted, could have asserted, or may assert in the future against the United States, the State of Connecticut, their respective agencies, employees, servants, and agents, related to the Covered Conduct and the United States' and the State of Connecticut's investigation and prosecution thereof.

10. 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 New Era and the Kolades agree not to resubmit to any Medicare carrier or intermediary or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

11. New Era and the Kolades agree to the following, if applicable:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of New Era and the Kolades, their present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Settlement Agreement;

- (2) the United States' and the State of Connecticut's audit(s) and civil investigation(s) of the matters covered by this Settlement Agreement;
- (3) New Era and the Kolades' investigation, defense, and corrective actions undertaken in response to the United States' and the State of Connecticut's audit(s) and civil investigation(s) in connection with the matters covered by this Settlement Agreement (including attorney's fees);
- (4) the negotiation and performance of this Settlement Agreement; and
- (5) the payments New Era and the Kolades make to the United States and the State of Connecticut pursuant to this Settlement Agreement

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 New Era and the Kolades, and New Era and the Kolades shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or the State of Connecticut, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by New Era and the Kolades or any of their subsidiaries or affiliates to the Medicare, Medicaid, ConnPACE, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: New Era and the Kolades further agree that within 90 days of the Effective Date of this Settlement Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or

contractors, and Medicaid, ConnPACE and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by New Era and the Kolades or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. New Era and the Kolades agree that the United States and the State of Connecticut, at a minimum, shall be entitled to recoup from New Era and the Kolades 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 the State of Connecticut pursuant to the direction of the Department of Justice or the Connecticut Attorney General's Office, respectively, and/or the affected agencies. The United States and the State of Connecticut reserve their rights to disagree with any calculations submitted by New Era and the Kolades or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on New Era and the Kolades or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

12. This Settlement 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 13 (waiver for beneficiaries paragraph), below.

13. New Era and the Kolades agree that they waive and shall not seek payment for any of the health care billings covered by this Settlement 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.

14. New Era and the Kolades have provided sworn financial disclosure statements and related financial documents ("Financial Statements") to the United States and the State of Connecticut, and the United States and the State of Connecticut have relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. New Era and the Kolades warrant that the Financial Statements are thorough, accurate, and complete. New Era and the Kolades further warrant that they do not own or have an interest in any assets that have not been disclosed in the Financial Statements, and that New Era and the Kolades have made no misrepresentations on, or in connection with, the Financial Statements. In the event the United States or the State of Connecticut learn of asset(s) in which New Era and the Kolades had an interest at the time of this Agreement which were not disclosed in the Financial Statements, or in the event the United States or the State of Connecticut learn of a misrepresentation by New Era and the Kolades on, or in connection with, the Financial Statements, and in the event such nondisclosure or misrepresentation changes the estimated net worth of New Era and the Kolades set forth on the Financial Statements by 15% or more, the United States and the State of Connecticut may at their option: (1) rescind this Agreement and file suit based on the Covered

Conduct; (2) execute on the Stipulated Judgment; or (3) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth New Era and the Kolades previously undisclosed. New Era and the Kolades agree not to contest any collection action undertaken by the United States or the State of Connecticut pursuant to this provision.

15. In the event that the United States and/or the State of Connecticut, pursuant to paragraph 14 above, opts to rescind this Agreement, New Era and the Kolades expressly 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 which (a) are filed by the United States and/or the State of Connecticut within 120 days of written notification to New Era and the Kolades that this Agreement has been rescinded, and (b) relate to the Covered Conduct.

16. New Era and the Kolades warrant that they have reviewed their financial situation and that they currently are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States and the State of Connecticut of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to New Era and the Kolades, 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 New Era and the Kolades were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

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

a. New Era and the Kolades' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and New Era and the Kolades shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) New Era and the Kolades' obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) New Era and the Kolades were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States and the State of Connecticut; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to New Era and the Kolades.

b. If New Era and the Kolades' 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 the State of Connecticut, at their sole option,

may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against New Era and the Kolades for the claims that would otherwise be covered by the releases provided in Paragraphs 3 and 4, above. New Era and the Kolades agree that (i) any such claims, actions, or proceedings brought by the United States or the State of Connecticut are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and New Era and the Kolades shall not argue or otherwise contend that the United States' and the State of Connecticut's claims, actions, or proceedings are subject to an automatic stay; (ii) New Era and the Kolades shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States and/or the State of Connecticut within 120 calendar days of written notification to New Era and the Kolades that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of this Agreement ; and (iii) the United States has a valid claim against New Era and the Kolades in the amount of \$2,067,800.64, and the United States and the State of Connecticut may pursue their 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. New Era and the Kolades acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

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

19. Each party and signatory to this Settlement Agreement represents that it freely and voluntarily enters in to this Settlement Agreement without any degree of duress or compulsion.

20. This Settlement Agreement is governed by the laws of the United States and the State of Connecticut. The exclusive jurisdiction and venue for any dispute relating to this Settlement Agreement is the United States District Court for the District of Connecticut, except that disputes only between the State of Connecticut and New Era and the Kolades will be resolved in Superior Court for the Judicial District of Hartford, Connecticut. For purposes of construing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

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

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

24. This Settlement Agreement is binding on New Era and the Kolades' successors, transferees, heirs, and assigns.

25. All parties consent to the United States' and the State of Connecticut's disclosure of this Settlement Agreement, and information about this Settlement Agreement, to the public.

26. This Settlement Agreement is effective on the date of signature of the last signatory to the Settlement Agreement (Effective Date of this Settlement Agreement).

Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

THE UNITED STATES OF AMERICA

DATED: 4-23-18 BY: John B. Hughes
JOHN B. HUGHES
Assistant United States Attorney
Chief, Civil Division
District of Connecticut

DATED: 4/23/18 By: R. M. Molot
RICHARD M. MOLOT
Assistant United States Attorney
District of Connecticut

DATED: 4/23/18 BY: Lisa M. Re by TLO
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 CONNECTICUT


GEORGE JEPSEN
ATTORNEY GENERAL


DATED: 4/23/18

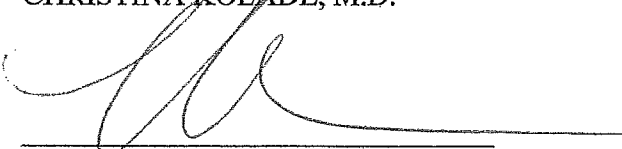
BY:

Antonia Conti
ANTONIA C. CONTI
ROBERT B. TEITELMAN
Assistant Attorneys General
State of Connecticut


EBENEZER KOLADE, M.D. and CHRISTINA KOLADE, M.D.


DATED: 4/14/18 BY: 
EBENEZER KOLADE, M.D.

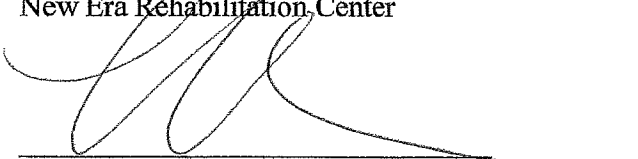
DATED: 4/14/18 BY: 
CHRISTINA KOLADE, M.D.

DATED: 4/18/18 BY: 
MAUREEN WEAVER, ESQ.
JODY ERDFARB, ESQ.
Wiggin and Dana
Counsel for Ebenezer Kolade, M.D. and
Christina Kolade, M.D.

NEW ERA REHABILITATION CENTER

DATED: 4/14/18 BY: 
EBENEZER KOLADE, M.D.
Chief Executive Officer and President
New Era Rehabilitation Center

DATED: 4/14/18 BY: 
CHRISTINA KOLADE, M.D.
Vice-President
New Era Rehabilitation Center

DATED: 4/18/18 BY: 
MAUREEN WEAVER, ESQ.
JODY ERDFARB, ESQ.
Wiggin and Dana
Counsel for New Era Rehabilitation