

## 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 Iowa (State), and Tracey Wellendorf, M.D., through their authorized representatives.

### RECITALS

A. Tracey Wellendorf, M.D., is an otolaryngologist with a clinic in Carroll, Iowa. Dr. Wellendorf sees patients in Carroll and the surrounding area.

B. The United States and State contend that Dr. Wellendorf 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 State contend that they have certain civil claims against Dr. Wellendorf arising from the submission of claims to Medicaid. Specifically, in regard to the individuals and dates identified on Exhibit A, the United States and State contend that Dr. Wellendorf submitted or caused the submission of claims to Medicaid for endoscopic sinus surgery procedures that should not have been paid. The United States and the State contend that the claims for these procedures were improper either because the procedures did not meet the medical necessity billing criterion for Medicaid claims or because an incorrect billing code was applied to these procedures. That conduct is referred to below as the “Covered Conduct.”

D. This Settlement Agreement is neither an admission of liability by Dr. Wellendorf nor a concession by the United States or the State 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.

a. Dr. Wellendorf shall pay to the United States \$1,0000,000 (Settlement Amount), of which \$789,120 constitutes restitution. No later than 60 days after the Effective Date of this Agreement, Dr. Wellendorf will make a payment to the United States in the amount of \$200,000 by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Northern District of Iowa. Over a period of five years, Dr. Wellendorf will pay the remaining \$800,000, plus interest at 2.4% per annum, pursuant to a promissory note (Note) in the form of Exhibit B that Dr. Wellendorf agrees to execute contemporaneously with this settlement agreement.

b. In the event Dr. Wellendorf fails to pay any amount as provided in paragraph 1.a. within five (5) business days of the date on which such payment is due, Dr. Wellendorf shall be in default of his payment obligations (Default). The United States will provide written notice of the Default to Dr. Wellendorf and he shall have the opportunity to cure such Default within ten (10) business days from the date of receipt of the notice. Notice of Default will be delivered to counsel for Dr. Wellendorf as set forth below or to such other representative as Dr. Wellendorf shall designate in advance in writing. If Dr. Wellendorf fails to cure such 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 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). Dr. Wellendorf shall consent to a Consent Judgment in the amount of the unpaid balance, and the United States, at its sole option, may (a) offset the remaining unpaid balance from any amounts due and owing to Dr. Wellendorf by any department, agency, or agent of the United States 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 compounded daily, and all other amounts due upon the event of Default as specified in this paragraph; (c) file a civil action for the Covered Conduct; or (d) exercise any other rights granted in this settlement agreement or 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, Dr. Wellendorf 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 Dr. Wellendorf on the Effective Date. Dr. Wellendorf agrees not to contest any consent judgment, offset, or any collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court. Dr. Wellendorf shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorneys' fees and expenses.

2. Subject to the exceptions in Paragraph 5 (concerning excluded claims) below, and conditioned upon Dr. Wellendorf's full payment of the Settlement Amount, and subject to paragraphs 14 and 15 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the United States releases Dr. Wellendorf from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil

Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the same exceptions in Paragraph 5 (concerning excluded claims) below, and conditioned upon Dr. Wellendorf's full payment of the Settlement Amount, and subject to paragraphs 14 and 15 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the State releases Dr. Wellendorf from any civil or administrative monetary claim the State has for the Covered Conduct under the State's False Claims Act, Iowa Code Ch. 685, or the common law theories of payment by mistake, unjust enrichment, and fraud. Subject to and conditioned on Dr. Wellendorf complying with all of the obligations identified in paragraph 4 below and the documents referenced in that paragraph, the State also agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicaid against Dr. Wellendorf based on the Covered Conduct, except that the state's release is reserved in the same manner as OIG-HHS's release is reserved in paragraphs 4 and 5 below.

4.

a. In consideration of the obligations of Dr. Wellendorf in this Agreement and the Integrity Agreement (IA) entered into between OIG-HHS and Dr. Wellendorf, and conditioned upon Dr. Wellendorf's full payment of the Settlement Amount, and subject to paragraphs 14 and 15 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Dr.

Wellendorf under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 5 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Dr. Wellendorf from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 5, below.

b. In the event that Wellendorf fails to pay any amount as provided in Paragraph 1 within five (5) business days of the date upon which such payment is due, Wellendorf shall be in Default of its payment obligations. In the event of Default, notwithstanding the notice and cure provisions of paragraph 1.b, the OIG-HHS may exclude Wellendorf from participating in all Federal health care programs until Wellendorf pays the full Settlement Amount, plus interest of 12%, compounded daily. The OIG-HHS will provide written notice of any such exclusion to Wellendorf. Wellendorf waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest the exclusion for Default 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, Wellendorf wishes to apply for reinstatement, Wellendorf must submit a written request for reinstatement to the OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Wellendorf will not be reinstated unless and until the OIG approves such request for reinstatement.

5. Notwithstanding the releases given in paragraphs 2, 3, and 4 of this Agreement, or any other term of this Agreement, the following claims of the United States and State are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) and the State for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals, other than Dr. Wellendorf himself;
- 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; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

6. Dr. Wellendorf has provided sworn financial disclosure statements (Financial Statements) to the United States and the United States and State have relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Dr. Wellendorf warrants that the Financial Statements are complete, accurate, and current as of the date they were provided and that there has not been a material change in Dr. Wellendorf's financial condition since the Financial Statements were provided. If the United States learns of asset(s) in which Dr. Wellendorf had an interest at the time of this Agreement that were not disclosed in the

Financial Statements, or if the United States learns of any misrepresentation by Dr. Wellendorf 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 \$75,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Dr. Wellendorf previously undisclosed. Dr. Wellendorf agrees not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses.

7. In the event that the United States, pursuant to Paragraph 6 (concerning disclosure of assets), above, opts to rescind this Agreement, Dr. Wellendorf 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 within 180 calendar days of written notification to Dr. Wellendorf that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on April 28, 2019.

8. Dr. Wellendorf waives and shall not assert any defenses he 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.

9. Dr. Wellendorf fully and finally releases the United States and the State, their agencies, officers, agents, employees, and servants, from any claims (including attorney's fees,

costs, and expenses of every kind and however denominated) that he has asserted, could have asserted, or may assert in the future against the United States and the State, their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' 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, or carrier), or any state payer, related to the Covered Conduct; and Dr. Wellendorf agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

11. Dr. Wellendorf 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. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Dr. Wellendorf or his agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' and State's audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Dr. Wellendorf's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;

- (5) the payment Dr. Wellendorf makes to the United States pursuant to this Agreement; and
- (6) the negotiation of, and obligations undertaken pursuant to the IA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the IA; and (ii) prepare and submit reports to the OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 11.a.(6) that may apply to the obligations undertaken pursuant to the IA affects the status of costs that are not allowable based on any other authority applicable to Dr. Wellendorf.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Dr. Wellendorf, and he 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 Dr. Wellendorf or any of his affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Dr. Wellendorf further agrees that within 90 days of the Effective Date of this Agreement he 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 Dr. Wellendorf or any of his 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. Dr. Wellendorf agrees that the United States, at a minimum, shall be entitled to recoup from him any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

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

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

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

13. Dr. Wellendorf agrees that he 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.

14. Dr. Wellendorf warrants that he has reviewed his financial situation and that he currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and

shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Dr. Wellendorf, 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 Dr. Wellendorf was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

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

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

b. If Dr. Wellendorf'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 State, at their sole options, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Dr. Wellendorf for the claims that would otherwise be covered by the releases provided in Paragraphs 2, 3, and 4, above. Dr. Wellendorf agrees that (i) any such claims, actions, or proceedings brought by the United States and State 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 Dr. Wellendorf shall not argue or otherwise contend that the United States' or State's claims, actions, or proceedings are subject to an automatic stay; (ii) Dr. Wellendorf 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 or State within 180 calendar days of written notification to Dr. Wellendorf that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on April 30, 2019; and (iii) the United States and State have a valid claim against Dr. Wellendorf for \$2,367,360 (the amount of restitution multiplied by three), and the United States and State 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. Dr. Wellendorf acknowledges that his agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

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

17. 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.

18. 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 Northern District of Iowa. 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.

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

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

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

22. This Agreement is binding on Dr. Wellendorf's successors, transferees, heirs, and assigns.

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

24. 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: 10/11/19

BY:



PETER E. DEEGAN, JR.  
United States Attorney  
Northern District of Iowa

DATED: 10/04/2019

BY:

Lisa M. Re

LISA M. RE

Assistant Inspector General for Legal Affairs

Office of Counsel to the Inspector General

Office of Inspector General

United States Department of Health and Human Services

THE STATE OF IOWA

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

LISA REEL SCHMIDT

Assistant Attorney General

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

MICHAEL RANDOL

Iowa Medicaid Director

DR. TRACEY WELLENDORF

DATED: 9/19/19

BY:

Tracey Wellendorf

TRACEY WELLENDORF, M.D.

DATED: 9/19/19

BY:

Mark E. Weinhardt

MARK WEINHARDT

Counsel for Tracey Wellendorf, M.D.

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

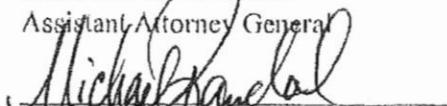
THE STATE OF IOWA

DATED: 10/11/19



LISA REEL SCHMIDT  
Assistant Attorney General

DATED: 10/4/19



MICHAEL RANDOL  
Iowa Medicaid Director

DR. TRACEY WELLENDORF

DATED: 9/19/19

BY: 

TRACEY WELLENDORF, M.D.

DATED: 9/19/19

BY: 

MARK WEINHARDT  
Counsel for Tracey Wellendorf, M.D.

## Exhibit A

| Member ID | Date of Service |
|-----------|-----------------|
| 499C      | 10/13/2014      |
| 627J      | 11/28/2014      |
| 296B      | 12/4/2014       |
| 684H      | 12/5/2014       |
| 305C      | 12/9/2014       |
| 520D      | 12/10/2014      |
| 501J      | 12/10/2014      |
| 911G      | 12/12/2014      |
| 271C      | 12/12/2014      |
| 198G      | 12/15/2014      |
| 580I      | 12/17/2014      |
| 209G      | 12/18/2014      |
| 227I      | 12/22/2014      |
| 108I      | 12/22/2014      |
| 832I      | 12/23/2014      |
| 425F      | 12/23/2014      |
| 596A      | 12/29/2014      |
| 533E      | 12/30/2014      |
| 590G      | 1/7/2015        |
| 112F      | 1/9/2015        |
| 199G      | 1/12/2015       |
| 928H      | 1/14/2015       |
| 922E      | 1/20/2015       |
| 642C      | 1/22/2015       |
| 487A      | 1/29/2015       |
| 931A      | 1/29/2015       |
| 065D      | 1/29/2015       |
| 774D      | 1/29/2015       |
| 087I      | 1/29/2015       |
| 902C      | 1/29/2015       |
| 445B      | 1/30/2015       |
| 609I      | 2/6/2015        |
| 753A      | 2/6/2015        |
| 840E      | 2/11/2015       |
| 355I      | 2/11/2015       |
| 370C      | 2/11/2015       |
| 126J      | 2/11/2015       |
| 576I      | 2/16/2015       |
| 080C      | 2/16/2015       |
| 713I      | 2/17/2015       |
| 114E      | 2/18/2015       |
| 577F      | 2/19/2015       |

| Member ID | Date of Service |
|-----------|-----------------|
| 572E      | 2/20/2015       |
| 558J      | 2/20/2015       |
| 094C      | 2/24/2015       |
| 466B      | 2/24/2015       |
| 147D      | 3/3/2015        |
| 905C      | 3/5/2015        |
| 806E      | 3/6/2015        |
| 704E      | 3/6/2015        |
| 111C      | 3/17/2015       |
| 293I      | 3/19/2015       |
| 667C      | 3/19/2015       |
| 170F      | 3/19/2015       |
| 073J      | 3/19/2015       |
| 755F      | 3/20/2015       |
| 469J      | 3/27/2015       |
| 232A      | 3/27/2015       |
| 870D      | 3/30/2015       |
| 654A      | 3/31/2015       |
| 307C      | 4/8/2015        |
| 177G      | 4/15/2015       |
| 759A      | 4/15/2015       |
| 338J      | 4/15/2015       |
| 795C      | 4/17/2015       |
| 721G      | 4/17/2015       |
| 952C      | 4/27/2015       |
| 313A      | 4/27/2015       |
| 529H      | 4/28/2015       |
| 208J      | 4/28/2015       |
| 494C      | 4/29/2015       |
| 792D      | 5/4/2015        |
| 050E      | 5/6/2015        |
| 270A      | 5/7/2015        |
| 023B      | 5/7/2015        |
| 365B      | 5/7/2015        |
| 971C      | 5/8/2015        |
| 997I      | 5/12/2015       |
| 890G      | 5/13/2015       |
| 763C      | 5/13/2015       |
| 969H      | 5/14/2015       |
| 508H      | 5/18/2015       |
| 788D      | 5/20/2015       |
| 254H      | 5/21/2015       |
| 068D      | 5/21/2015       |
| 131D      | 5/22/2015       |
| 413A      | 5/22/2015       |

| Member ID | Date of Service |
|-----------|-----------------|
| 042D      | 5/29/2015       |
| 316I      | 6/3/2015        |
| 187G      | 6/3/2015        |
| 431D      | 7/17/2015       |
| 508H      | 7/27/2015       |
| 261D      | 8/17/2015       |
| 818B      | 9/17/2015       |
| 979G      | 9/17/2015       |
| 792A      | 9/21/2015       |
| 148A      | 9/25/2015       |
| 571A      | 9/25/2015       |
| 717G      | 10/6/2015       |
| 204J      | 10/9/2015       |
| 887J      | 10/19/2015      |
| 284C      | 10/21/2015      |
| 757I      | 10/23/2015      |
| 832I      | 10/23/2015      |
| 908A      | 10/23/2015      |
| 848F      | 11/6/2015       |
| 301G      | 11/6/2015       |
| 831E      | 11/9/2015       |
| 290J      | 11/9/2015       |
| 185F      | 11/11/2015      |
| 529C      | 11/20/2015      |
| 438D      | 11/23/2015      |
| 201H      | 11/24/2015      |
| 938E      | 11/27/2015      |