

7. This agreement and release contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, between the parties except as set forth herein.
8. In consideration of the mutual covenants set forth herein, the parties agree as follows:
 - A. The Defendant, THE UNIVERSITY OF TOLEDO, agrees to pay the Plaintiff, ANN M. HIGGS, the sum of Two Hundred and Twenty Five Thousand and No/100 Dollars (\$225,000.00), pursuant to Ohio Revised Code Chapter 2743. No interest on this amount shall be paid. No representation is made by the Defendant as to the tax consequences of payment of the amount specified in this paragraph.
 - B. The Plaintiff, ANN M. HIGGS, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and the UNIVERSITY OF TOLEDO, their agents, servants, employees and officers, personally and in any other capacity, from any and all claims, actions, causes of action, demands, costs, loss of services, expenses, and any and all other damages which the undersigned ever had, now has, or may have, or claim to have, against the State of Ohio or THE UNIVERSITY OF TOLEDO, or their agents, servants, employees or officers, on account of or in any way arising out of the incidents, claims, and/or causes of action that were or could have been alleged in Court of Claims Case No. 2013-00576.
9. Payment of Medicare conditional payments:
 - A. Plaintiff understands that the Medicare Secondary Payer Act (42 U.S.C. §1395y(b))("Act") applies to any personal injury settlement involving a Medicare beneficiary and requires that Medicare be reimbursed for any of its conditional payments made on behalf of the Medicare beneficiary.
 - B. As part of the Act, Plaintiff has an obligation to verify his or her status as a Medicare beneficiary and resolve conditional payments made on his or her behalf by Medicare, if any.
 - C. Plaintiff and her counsel agree that counsel will (1) hold an amount sufficient to reimburse Medicare, if necessary, for conditional payments made by Medicare on Plaintiff's behalf from the settlement proceeds in a client trust account or similar account; (2) provide Defendant with a copy of the final demand letter, waiver letter or no-conditional payment letter issued by Medicare or CMS; and (3) provide Defendant with proof of full payment of the final demand or other evidence that Plaintiff has in fact satisfied all Medicare claims or liens in full prior to distributing the remaining funds in the trust account to the Plaintiff.

10. CMS Reporting: Further, Plaintiff understands and acknowledges that Defendant has or will report this settlement as per the Act and all applicable reporting guidelines provided by the Centers for Medicare and Medicaid Services (CMS).
11. Indemnification: As part of this settlement, and in addition to the other releases and indemnification clauses set forth in this Settlement Agreement and Release of All Claims, Plaintiff agrees to indemnify, defend, and hold Defendant harmless against and from any cause of action brought by any federal or state department, agency, contractor or other entity including, but not limited to, any subrogation claim or any action to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits. Plaintiff further shall be responsible for and hold Defendant harmless from any claim, past, present or future, for conditional payments made by Medicare or Medicaid with regard to or on behalf of Plaintiff.
12. Waiver of Private Cause of Action: In consideration of the payments set forth in the Settlement Agreement, Plaintiff waives his/her 42 USC 1395y(b)(3)(A) causes of action, and releases and forever discharges Defendant and Defendant's insurer from any obligations for any claim, known or unknown, arising out of the failure of Defendant to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. 1395y(b)(3)(A).
13. Consideration and Protection of Medicare's Interests: In reaching this Settlement Agreement, the Plaintiff and the Defendant have paid considerable attention to Plaintiff's entitlement to Medicare or Medicaid benefits under 42 USC 1395y, as well as Social Security disability benefits pursuant to 42 USC 423, as well as the entitlement of CMS to subrogation and intervention pursuant to 42 USC 1395y(b)(2) to recover any overpayment by Medicare. It is not the purpose of this settlement agreement to shift to Medicare or Medicaid the responsibility for payment of medical expenses for the treatment of injury related conditions. Instead, this Settlement Agreement is intended to provide Plaintiff a lump sum which will foreclose Defendant's responsibility for future payments of all medical expenses related to the injury set forth in the complaint. In that regard, Plaintiff expressly states and represents that, based on current medical recommendations, no further medical therapy for his condition is contemplated at this time.
14. Acknowledgement of controlling law regarding Medicare/Medicaid: Plaintiff acknowledges that any decision regarding entitlement to Social Security, Medicare, or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments, is determined by federal law and regulations. As

such, the United States Government is not bound by any of the terms of this Settlement Agreement.

15. Acknowledgement of possible effect on future benefits: Plaintiff understands that the receipt of these settlement funds may affect Plaintiff's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Despite this possibility, Plaintiff desires to enter into this Settlement Agreement to settle her injury claim as set forth in the complaint.
16. The Plaintiff agrees to be bound by a journal entry dismissing with prejudice the above described claim known as Ohio Court of Claims Case No. 2013-00576.
17. The parties acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Attorney General, as required by Ohio Revised Code §2743.15(A) and Rule 7(A) of the Rules of the Court of Claims, for the Attorney General's approval, and the Ohio Attorney General has approved the agreement and release. The parties further acknowledge that the signature of the Assistant Attorney General on this agreement and release is on behalf of Defendant and is not to be construed as the approval of the Attorney General. If the Attorney General shall fail or refuse to approve the agreement and release, it shall be null and void and without any force or effect, and none of the parties shall be bound by it.
18. The parties acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Court of Claims as required by Ohio Revised Code §2743.15(A) and Rules 7(A) and (B) of the Rules of the Court of Claims, for the Court's approval, and the Court has approved the agreement and release. If the Court shall fail or refuse to approve the agreement and release, it shall be null and void and without any force or effect, and none of the parties shall be bound by it.

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19. The undersigned have read this agreement and release, understand all its terms, if signing on behalf of a principal, have authority to sign settlement documents on its behalf, and have executed this agreement and release voluntarily.

2/13/15
DATE

Ann M. Higgs
ANN M. HIGGS



SUSAN E. PERRY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 06-15-2019

2/13/15
DATE

Sworn to and subscribed in my presence by ANN M. HIGGS this 15th day of February
Susan Perry
NOTARY PUBLIC

Robert M. Scott
ROBERT M. SCOTT
Counsel for Plaintiff

17 February 2015
DATE

THE UNIVERSITY OF TOLEDO

Christopher Cooper
CHRISTOPHER COOPER, M.D.
Senior Vice President for Clinical Affairs &
Dean, College of Medicine & Life Sciences

18 February 2015
DATE

Anne Berry Strait
ANNE BERRY STRAIT
Assistant Attorney General
Counsel for Defendant

THE COURT OF CLAIMS OF OHIO

ANN M. HIGGS,

Plaintiff,

v.

THE UNIVERSITY OF TOLEDO MEDICAL
CENTER,

Defendant.

Case No. 2013-00576

Magistrate Anderson M. Renick

JOURNAL ENTRY
APPROVING SETTLEMENT AGREEMENT AND RELEASE

The Court, being fully advised as to the premises, approves and confirms the settlement agreement and release entered into by and between the parties and ORDERS the cause be DISMISSED with prejudice to all parties. Court costs are assessed against defendant. No interest shall be paid on the amount of the settlement.

It is further ORDERED that the settlement warrant of \$250,000.00 be drawn on the account of The University of Toledo, made payable to Ann M. Higgs and her attorney, and sent to the Plaintiff c/o Robert M. Scott, Lafferty Gallagher & Scott, LLC, 416 North Erie Street #400, Toledo, OH 43604.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO

Case No. -2- Journal Entry

Entry cc:

Robert M. Scott
Lafferty, Gallagher & Scott, LLC
416 N. Erie Street, Suite 400
Toledo, OH 43604-5622
Counsel for Plaintiff

MICHAEL DEWINE
Ohio Attorney General

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