



PROCEDURES FOR APPLYING FOR INITIAL LICENSURE OF SERVICE LINES FOR PHYSICIAN OFFICES

1. Beginning December 1, 2025, and thereafter you must submit an MRI and/or PET licensure application to the Health Facilities Commission followed by the designated fee.

Licensing fee schedule is listed at the end of the application.

2. Please complete the entire application responding to each applicable field. All applications must be signed by an authorized representative. Incomplete or unsigned applications will be returned which may delay the processing of the application.
3. All applications will need to be emailed to hfc.service@tn.gov . An email will be sent to the applicant within two (2) business days of receipt verifying that the application was received.
4. Please review HFC's Medical Equipment Registry to ensure information submitted on the licensure application is consistent with previously submitted data.
5. Upon receipt of the application, HFC staff will review the application for completeness. Once determined to be complete, a service license number will be assigned, and an invoice will be sent to the listed billing contact. The requested license fee will need to be submitted to Health Facilities Commission, following the invoice instructions, by listed due date on the invoice.
6. Once the license fees have been received, a provisional approval letter will be sent to the listed CEO/Administrator. The application will then be presented to the Commission at the next regularly scheduled Commission meeting for ratification.
 - If the Commission ratifies the application, the license certificate will then be created and mailed to the licensee. You should receive the physical license in ten (10) to fourteen (14) days.
 - If the Commission does not ratify the initial approval of your application, a letter will be mailed to you providing an explanation and specific instructions as to any actions you may take to have the decision reviewed, at which time this authorization shall cease to be effective.

All applicable laws, rules, policies, and guidelines are available for viewing at <https://www.tn.gov/hfc/division-of-licensure-and-regulation/hfc-licensure/licensure-applications.html>. Please check this website periodically for updates.

Please note the licensure application does not take the place of the HFC Medical Equipment Registry. Medical Equipment Yearly submissions are still required.



State of Tennessee
Health Facilities Commission

502 Deaderick Street, Andrew Jackson Building, 9th Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-2364 hsda.staff@tn.gov

**INITIAL APPLICATION FOR LICENSE OF SERVICES
FOR PHYSICIAN OFFICES**

1. NAME AND PHYSICAL ADDRESS OF PHYSICIAN OFFICE OF SERVICE

Nashville Pain & Wellness Center, PLLC, dba Nashville MRI Center

Name

330 Wallace Road, Suite 1

Address

Nashville

TN

37201

City

State

ZIP

2. CEO/ADMINISTRATOR OF PROVIDER

Madhu Yelameli, MD

Physician owner

Name

Title

dryelameli@nashvillepaincenters.com

Email Address

Nashville Pain & Wellness Center, PLLC

Company Name

7105 Ramsey Way

Address

Dickson

TN

37055

City

State

ZIP

615-661-7888

Phone Number

3. BILLING INFORMATION FOR FACILITY

Maryan Hennen President
Name Title

mhennen@billedright.com
Email Address

Billed Right, LLC
Company Name

256 Rangeline Road
Address

Longwood FL 32750
City State ZIP

407-745-1849
Phone Number

4. OWNERSHIP OF FACILITY

Madhu S Yelameli, MD
Name of Owner

1803 Grey Pointe Drive
Address

Brentwood TN 37027
City State ZIP

615-521-1217
Phone Number

- Legal Entity:**
- | | | |
|---|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited Liability | <input type="checkbox"/> Corporation (For Profit) |
| <input type="checkbox"/> Corporation (Not for Profit) | <input type="checkbox"/> Government | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Joint Venture | <input checked="" type="checkbox"/> Professional Limited Liability Company | |
| <input type="checkbox"/> Other _____ | | |

List name(s) and addresses of individual owners, partners, directors of the corporation, or head of the government entity. (If more than two (2), please use ATTACHMENT – B.)

(1) Name

Address

City

State

ZIP

(2) Name

Address

City

State

ZIP

If a government/county owned facility, does the administrator have authority to act on behalf of the government/county as it relates to the operation of this facility? Yes No

If no, why:

Is this facility chain affiliated? Yes No

If a corporation, is there a holding company? Yes No

If yes, please complete the following information of the holding company.

Name of Owner

Address

City

State

ZIP

Phone Number

Are any owners of the disclosing entity also owners of other health care facilities in Tennessee and/or other states? Yes No

If yes, list their names and addresses of all facilities.:

Crossroads Surgery Center, LLC
1805 Williamson Ct
Brentwood, TN 37027

Is there a contract with a management firm to operate this facility? Yes No

If yes, please specify the dates of the contract and complete the firm's information.

Start Date: _____ End Date: _____

Name of Firm

Address

City

State

ZIP

Phone Number

5. LEGAL

If any of the items within this section (LEGAL), please identify, explain, and provide documentation of the item(s) noted if response is "yes". Have either the licensed entity for any of the other health care facilities in Tennessee and/or other states listed, or the management firm listed been subjected to any of the following within the past five (5) years?

Licensure

- Denied a License Yes No
- Had a license suspended or revoked by any state licensure agency? Yes No
- Been subject to a final order or judgement in a state licensure action? Yes No

Convictions

- If convicted of a criminal offense related to that person's involvement in any program under any state or federal health care program – including Medicare, Medicaid, and TriCare? Yes No

Exclusion

- Excluded from participation in federal health care programs – Medicare, Medicaid, CHIP, or TriCare – in the past? Yes No
- (Excluded is defined as a provider or entity has been told by the Department of Health and Human Services, Office of the Inspector General (HHS-OIG) that they may no longer be a provider for any federally funded healthcare.) Yes No

Termination/Suspension

- Suspended or terminated from participation in Medicare or Medicaid/TennCare programs? Yes No

Fraud and Abuse

- Paid through settlement, or civil or criminal fines, any monies to the federal government or any state as a result of any administrative or judicial proceeding based on allegations of fraud or abuse involving claims related to the provision of health care items and services? Yes No

Corporate Integrity Agreement

- Is presently an entity covered by and subject the terms of a corporate integrity agreement? Yes No
(If yes, please provide a copy of CIA.)

Bankruptcy

- Filed bankruptcy under any provision of the United States Bankruptcy Code: Yes No

Civil Monetary Penalty (CMP)

- Paid to the Centers for Medicare and Medicaid Services or any state Medicaid agency a civil money penalty equal to or greater than \$250,000 as a result of an enforcement action during a survey? Yes No

6. On the following items, check all appropriate services to be licensed.

ESTABLISHING MRI UNIT/SERVICE: *(If more than one unit, use ATTACHMENT – A.)*

Physical Address of Service: 330 Wallace Road, Suite 1, Nashville, TN 37211

Name Brand of Unit Nashville MRI Center

Tesla 1.5

Type (i.e. Close, Short Bore, etc.) Close

Unit's Serial Number 21215878

Will the MRI Unit be Accredited?: Yes No

If MRI Unit will be Accredited, is it PENDING ACCREDITED

If ACCREDITED, What Organization? Intersocietal Accreditation Commission
(Attach certificate or proof of accreditation.)

If no, why:

The MRI unit will be registered with the Health Facilities Commission. Yes No

ESTABLISHING PET UNIT/SERVICE: *(If more than one unit, use ATTACHMENT – A.)*

Physical Address of Service: _____

Name Brand of Unit _____

Type (i.e. PET Only, PET/CT, PET/MRI) _____

Unit's Serial Number _____

Will the PET Unit be Accredited?: Yes No

If PET Unit will be Accredited, is it PENDING ACCREDITED

If ACCREDITED, What Organization? _____
(Attach certificate or proof of accreditation.)

If no, why:

The PET unit will be registered with the Health Facilities Commission. Yes No

Pursuant to Tennessee Rule of Civil Procedure 72, I hereby declare under perjury that the information provided in this application is true and correct. Signee for this application certifies that he or she is of responsible character and able to comply with the minimum standards and regulations established by Tennessee pertaining to the type of facility or services for which application for licensure is made and with the rules promulgated under Tennessee Code Annotated §68-11-201 and Rules 0720-.14, 0720-36, and 0720-47 adopted by the Commission effective December 1, 2025. Signee also certifies that a policy has been implemented to inform all employees of their obligation under TCA §71-6-103 to report incidents of abuse or neglect.



12/01/2025

Signature

Date

Madhu S Yelameli, MD

Printed Name

Non-Refundable Licensing Fees for Listed Licensed Services

An invoice will be sent to the contact for Billing for total payment of fees.

MRI:

Hospital: \$500 per MRI unit
Outpatient Diagnostic Center: Included with ODC License
Physician Office: \$500 per MRI unit

PET:

Hospital: \$500 per MRI unit
Outpatient Diagnostic Center: Included with ODC License
Physician Office: \$500 per MRI unit

(as of December 1, 2025)

Certificate of Accreditation

INTERSOCIETAL ACCREDITATION COMMISSION
MRI

hereby recognizes

Nashville Mri Center

330 Wallace Rd, Suite 1, Nashville, TN 37211

as an

ACCREDITED FACILITY

in the area(s) of

BODY MRI
MUSCULOSKELETAL MRI
NEUROLOGICAL MRI



Siemens - Espree TIM
Serial: 30887


PRESIDENT, MRI


SECRETARY, MRI

EFFECTIVE THROUGH
10/31/2028



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
OFFICE OF GENERAL COUNSEL

665 Mainstream Drive, 2nd Floor
Nashville, Tennessee 37243
Telephone: (615) 741-1611
Facsimile: (615) 532-3386 or (615) 532-7749

BILL LEE
GOVERNOR

MORGAN MCDONALD, MD, FACP, FAAP
COMMISSIONER

Writer's direct line: 615-253-2525
Writer's email: Gerard.Dolan@tn.gov

June 22, 2022

Nashville Pain and Wellness Center
Attn: Madhu Yelameli, M.D., Medical Director
1040 N. James Campbell Blvd., Suite 108
Columbia, TN 38401

**Re: Nashville Pain and Wellness Center
Tennessee Pain Management Clinic License # 873**

Dear Dr. Yelameli:

As you know, the Tennessee Department of Health issued you pain management clinic license number 873 for the Columbia location of Nashville Pain and Wellness Center under an Order of Conditional Licensure dated August 3, 2021. This Order issued the license under probation retroactive to February 20, 2020. The Order stated that the period of probation would continue until renewal of the license.

The clinic's license was renewed on February 8, 2022, at which time the probation was terminated and the license was therefore no longer conditional. As of the date of this letter, clinic license number 873 remains active and unrestricted.

Sincerely,

Gerard Dolan
Senior Associate General Counsel
Tennessee Department of Health

**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

IN THE MATTER OF:)	BEFORE THE COMMISSIONER
)	OF THE TENNESSEE
)	DEPARTMENT OF HEALTH
NASHVILLE PAIN AND WELLNESS)	
CENTER, PLLC,)	
)	
MADHU S. YELAMELI, M.D.,)	
MEDICAL DIRECTOR/ APPLICANT)	
)	
)	PMC APPLICATION #873
)	
COLUMBIA, TENNESSEE)	

**ORDER FOR ISSUANCE OF CONDITIONAL PAIN MANAGEMENT
CLINIC LICENSE**

Comes now the Division of Health Related Boards of the Tennessee Department of Health (hereinafter the "Division"), by and through the Office of General Counsel, and Madhu S. Yelameli, M.D., as medical director of Nashville Pain and Wellness Center, PLLC (hereinafter "Applicant"), who would respectfully move the Commissioner of the Tennessee Department of Health (hereinafter "Department") for approval of this Order for Issuance of Conditional Pain Management Clinic License affecting Applicant's application for a pain management clinic license in the State of Tennessee.

The Department is responsible for the licensure, regulation, and supervision of pain management clinics in the State of Tennessee. *See* Tennessee Pain Management Clinic Act, Tennessee Code Annotated Section (hereinafter "Tenn. Code Ann.") § 63-1-301, *et seq.* It is the policy of the Department to require strict compliance with the laws of this State, and to apply the laws in order to preserve the quality of medical care provided in Tennessee. It is the duty and responsibility of the Department to enforce the Tennessee Pain Management Clinic Act in such a

manner as to promote and protect public health, safety, and welfare in every practicable way, including disciplining pain management clinic applicants who violate the provisions of Tenn. Code Ann. § 63-1-301, *et seq.* or the Rules and Regulations promulgated by the Department and recorded in the *Official Compilation Rules and Regulations of the State of Tennessee* (hereinafter “Tenn. Comp. R. & Regs.”).

Applicant, by his signature to this Order, waives the right to a contested case hearing and any and all rights to judicial review in this matter. Applicant agrees that presentation to and consideration of this Order by the Commissioner of the Department for ratification and all matters divulged during that process shall not constitute unfair disclosure such that the Commissioner of the Department or his designee shall be prejudiced to the extent that requires their disqualification from hearing this matter should this Order not be ratified. Likewise, all matters, admissions, and statements disclosed or exchanged during the attempted ratification process shall not be used against Applicant in any subsequent proceeding unless independently entered into evidence or introduced as admissions.

Applicant expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to challenge or contest the validity of this Order for Issuance of Conditional Pain Management Clinic License. Applicant understands that by signing this Order, Applicant is allowing the Department to issue its Order without further process. Applicant acknowledges that this document shall be public record and may be reported to the National Practitioner Data Bank and/ or a similar agency. In the event that the Commissioner of the Department rejects this Order for any reason, it will be of no force or effect for either party.

I. STIPULATIONS OF FACT

1. On or about September 24, 2019, Applicant Madhu Yelameli, M.D. filed an application for pain management clinic licensure for an entity identified as Nashville Pain and Wellness Center for a location in Columbia, Tennessee.

2. Applicant Madhu Yelameli, M.D., is both the owner and medical director of this location.

3. In the period of time prior to September 24, 2019, this clinic was owned and operated by a different physician.

4. As required by T.C.A. § 63-1-316, the Department conducted an inspection of the clinic and obtained patient records of patients who were being seen at or near the time of the inspection.

5. That initial inspection along with the patient records were reviewed and reflected some deficiencies, including but not limited to: the documented physical examinations not being appropriate for the charted diagnoses, unclear diagnostic reasoning, patient charts showed minimal evidence of interactions with other physicians, cloning of charts, and poor evidence of the use of alternative therapies.

6. In some charts, Applicant acknowledges that the physical examination appears not to address one of several charted diagnoses but Applicant submits this is because that particular charted diagnosis was mistakenly inserted in the chart and not corrected. Subsequent providers, being familiar with the patient's actual complaints, conducted examinations addressing the actual complaints and not the mistakenly included diagnoses. Applicant stipulates this is a deficiency. Applicant otherwise disagrees with the Department's deficiency findings but

acknowledges that the deficiency stipulated in this paragraph is sufficient for the Department to find Applicant in violation of the statutes and rules governing pain management clinics.

7. While the charts were for patients being seen at the clinic, the vast majority of the charts related to treatment received before Dr. Yelameli became the medical director of the clinic. Thus, the many of the deficiencies existed prior to Dr. Yelameli becoming the owner and medical director of the clinic. However, at the time of the inspection, the deficiencies had not yet been corrected.

8. The Department and Applicant agreed to forestall formal grant of his pain management clinic license until the Department could conduct a reinspection of the clinic, agreeing to extend the previous pain management clinic license until that process was completed. The purpose of this delay was to give the Applicant the opportunity to correct the deficiencies he inherited from the previous owner and medical director.

9. The reinspection occurred, and the Department determined that while the deficiencies identified in the initial inspection had improved, they were still not entirely resolved. The issues that remained unresolved included: “cloning” patient encounter notes, inadequate documentation of review of systems and physical exams relative to the patient’s complaints, pain contracts not signed annually, no documentation of discussions of pregnancy risks with relevant patient population, and lack of documentation of counseling after noncompliant drug screens.

10. In a few cases, Applicant acknowledges that the physical examination appears not to address one of several charted diagnoses but Applicant submits this is because that particular charted diagnosis was mistakenly inserted in the chart and not corrected. Applicant submits that subsequent providers, being familiar with the patient’s actual complaints, conducted examinations addressing the actual complaints and not the mistakenly included diagnoses.

Applicant stipulates this is a deficiency. Applicant partially disputes the finding that “pain contracts [are] not signed annually.” Applicant states that patients do sign pain contracts annually, but Applicant stipulates that physicians sometimes do not sign. Applicant contends that under Tennessee law, the pain contracts are effective against the patients as long as signed by patients, but Applicant stipulates the lack of physician signature is a deficiency. Applicant otherwise disagrees with the Department’s deficiency findings but acknowledges that the deficiencies stipulated in this paragraph are sufficient for the Department to find Applicant in violation of the statutes and rules governing pain management clinics.

II. GROUNDS FOR DISCIPLINE

The facts stipulated to in the Stipulations of Fact are sufficient grounds to establish violations of the statutes and rules governing pain management clinics, for which denial and/ or discipline of the pain management clinic license by the Commissioner of Health is authorized as specifically follows:

11. The facts stipulated in paragraphs 1-2 and 4-10 hereinabove constitute violations of Tenn. Code Ann. § 63-1-316 (g)(1)(A): A violation of this part or of the rules promulgated pursuant to this part.

12. The facts stipulated in paragraphs 1-2 and 4-10 hereinabove constitute violations of Tenn. Comp. R. & Reg. 1200-34-01-.10(2) which requires the medical director to ensure that each health care provider working at the clinic maintains complete and accurate medical records of patient consultation, examination, diagnosis, and treatment and include a physical examination.

III. POLICY STATEMENT

It is the mission of the Tennessee Department of Health to protect the health, safety, and

welfare of people living and working in the state of Tennessee.

IV. ORDER

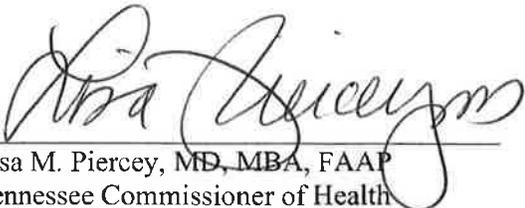
NOW THEREFORE, Applicant, for the purpose of avoiding further administrative action with respect to this cause, agrees to the following:

13. A pain management clinic license shall be conditionally issued to Applicant, retroactive to February 20, 2020, subject to being placed on PROBATION for a period until the renewal of the license.

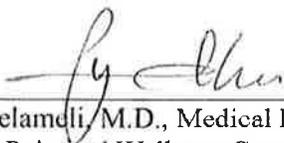
14. It is acknowledged and understood that this conditional license is subject to additional disciplinary action should the deficient conduct referenced herein continue or additional violations be discovered during any subsequent re-inspection.

* * *

This **ORDER FOR CONDITIONAL PAIN MANAGEMENT CLINIC LICENSE** was approved by the Tennessee Commissioner of Health and signed this 3rd day of August, 2021.


Lisa M. Piercey, MD, MBA, FAAP
Tennessee Commissioner of Health

APPROVED FOR ENTRY:


Madhu Yelameli, M.D., Medical Director
Nashville Pain and Wellness Center, PLLC
Applicant

06/30/2021
DATE

1040 N. James Campbell Blvd, Suite 108
Columbia, Tennessee 38401



W. Justin Adams (BPR #022433)
Bone, McAllester, Norton, PLLC
Nashville City Center
Suite 1000
511 Union Street
Nashville, Tennessee 37219
(615)238-6300

7/12/2021
DATE



Gerard Dolan
Senior Associate General Counsel
Office of General Counsel
Tennessee Department of Health
665 Mainstream Drive, 2nd Floor
Nashville, Tennessee 37243
(615) 253-2525

7/19/21
DATE

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”); Defendants Nashville Pain & Wellness Center, PLLC (“NPWC”) and Madhu S. Yelameli, M.D. (“Defendants”); and Relator Jason Herndon, M.D. (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Defendant NPWC is a Tennessee professional limited liability company, which operates pain clinics in the Middle District of Tennessee. Defendant Dr. Yelameli is the owner of NPWC and resides in Brentwood, Tennessee.

B. On August 21, 2019, Relator filed a qui tam action in the United States District Court for the Middle District of Tennessee captioned *U.S. and Tenn. ex rel. Herndon v. Nashville Pain and Wellness Center, et al.*, No. 3:19-cv-00739 (M.D. Tenn.) pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. §§ 3729-3733 and the Tennessee Medicaid False Claims Act, Tenn. Code Ann. §§ 71-5-181 to -185 (the “False Claims Acts”) (the “Civil Action”). Relator alleged that Defendants submitted or caused to be submitted false claims for medically unnecessary urine drug testing.

C. The United States contends that Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”).

D. The United States contends that it has certain civil claims against Defendants under the False Claims Act, 31 U.S.C. §§ 3729-3733, arising from medically unnecessary urine drug

testing submitted for which Medicare reimbursed Defendants under CPT Codes 80307 and G0483 from January 1, 2013, through January 4, 2020. That conduct is referred to below as the “Covered Conduct.”

E. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well founded. Defendants deny the Relator’s and United States’ claims.

F. Relator claims entitlement under the False Claims Act 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. Defendants shall pay to the United States the sum of five hundred thousand dollars (\$500,000.00) (the “Settlement Amount”), all of which constitutes restitution to the United States. No later than ten business days after the Effective Date of this Agreement, Defendants will make an initial payment to the United States in the amount of \$5,000.00 pursuant to written instructions to be provided by the United States Attorney’s Office for the Middle District of Tennessee. Defendants will pay the remaining amount plus amortized interest at 2.875% per annum over a period of five years from the Effective Date of this Agreement, with \$15,000 payable on or before the first anniversary of the Effective Date and the remaining amounts paid in equal yearly installments. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. In the event that Defendants fail to make any required payment pursuant to the schedule set forth in this Paragraph 1 within five (5) business days of the payment due date,

Defendants shall be in “Payment Default” of this Agreement. In the event of a Payment Default, the United States will provide written notice of the Payment Default to Defendants, and Defendants shall have the opportunity to cure such Payment Default within five (5) business days from the date of receipt of such notice. Notice of Payment Default will be delivered to Defendants or to such other representative as Defendants shall designate in advance in writing. If Defendants fail to cure such Payment Default within five (5) business days of receiving notice, the unpaid balance of the Settlement Amount, including interest accrued as of the date of Payment Default, shall become accelerated and immediately due and payable (the “Default Amount”). Interest shall accrue on the Default Amount at a rate of twelve percent (12%) per annum compounded daily from the date of the Payment Default to the date of payment. In the event of a Payment Default that is not cured within the five (5) day period described in this Paragraph, there shall be an event of default (an “Event of Payment Default”). Upon an Event of Payment Default, the United States, at its sole discretion, may exercise any of the following options, either individually or in concert: (1) offset the Default Amount plus interest from any amounts due and owing to Defendants by any department, agency, or agent of the United States; (2) file the Consent Judgment attached hereto as Exhibit A in the United States District Court for the Middle District of Tennessee; and/or (3) exercise any other rights granted by law or equity, including the option of referring such matters for private collection. Defendants agree not to contest any offset imposed or any collection action undertaken by the United States or other department, agency, or agent of the United States pursuant to this Paragraph, either administratively or in any state or federal court, except to assert the defense of payment of amounts due under this Agreement. Defendants shall pay the United States all reasonable costs of collection and enforcement of this Agreement, including reasonable attorney’s fees and expenses and all amounts that are due and owing pursuant to the Agreement. Notwithstanding the foregoing, if an Event of Payment Default that is not cured

within five (5) business days after there is an Event of Payment Default, OIG-HHS may exclude Defendants from participating in all federal health care programs until Defendants pay the total Settlement Amount and reasonable costs as set forth above. OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants 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 Defendants wish to apply for reinstatement, Defendants must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

3. Upon the United States' receipt of sufficient payments by Defendants of the Settlement Amount, the United States shall pay \$110,000.00 to counsel for Relator by electronic funds transfer ("Relators' Share") as soon as reasonably practicable.

4. Relator's claims for reasonable expenses, attorneys' fees and costs under 31 U.S.C. § 3730(d) are waived, released, and resolved by this Agreement.

5. Upon the United States' receipt of the Settlement Amount plus interest, Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Defendants and their heirs, successors, attorneys, agents, and assigns, from any civil monetary claim Relator has on behalf of the United States or Tennessee for the Covered Conduct under the False Claims Acts.

6. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Defendants 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.

7. Notwithstanding the release given in Paragraph 6 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals other than Dr. Yelameli;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods or services;
- h. Any liability for failure to deliver goods or services; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Defendants have provided sworn financial disclosures and supporting documents (together “Financial Disclosures”) to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Defendants warrant that the Financial Disclosures are complete, accurate, and current as of the Effective Date

of this Agreement. If the United States learns of asset(s) in which Defendants 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 Defendants' obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Defendants 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 \$50,000 or more, the United States may at its 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 Defendants' previously undisclosed assets. Defendants agree not to contest any collection action undertaken by the United States pursuant to this provision and agree that they will immediately pay the United States 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 United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, Defendants waive and 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 that (a) are filed by the United States within 120 calendar days of written notification to Defendants that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

9. Relator and his 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). Conditioned upon Relator's receipt of the Relators' Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and

finally release, waive, and forever discharge the United States and Tennessee, and their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under the False Claims Acts, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

10. Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Defendants and their officers, heirs, agents, and employees from any and all claims, demands, charges, complaints, liabilities, obligations, actions, causes of action, suits, costs, expenses, losses, attorney fees, and damages of any nature whatsoever, known or unknown, for relief of any nature at law or in equity, that Relator now has, or claims to have, or that he at any time heretofore had, or claimed to have had against Defendants, their officers, heirs, agents, and/or employees.

11. Defendants waive and shall not assert any defenses they 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.

12. Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' investigation and prosecution thereof.

13. Defendants, for themselves and their heirs, successors, attorneys, employees, agents, and assigns, fully and finally release Relator, and his heirs, successors, attorneys, agents, and assigns, from any and all claims, demands, charges, complaints, liabilities, obligations,

actions, causes of action, suits, costs, expenses, losses, attorney fees, and damages of any nature whatsoever, known or unknown, for relief of any nature at law or in equity, that Defendants now have, or claim to have, or that any of them at any time heretofore had, or claimed to have had against Relator, his heirs, successors, attorneys, agents, and/or assigns.

14. 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 Defendants agree 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.

15. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their employees, and shall use their best efforts to make available, and encourage, the cooperation of former employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their 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. Defendants agree that they waive 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. Upon receipt of the first payment described in Paragraph 1, Relator shall cause the Civil Action to be dismissed.

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

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

21. 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 Middle District of Tennessee. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

22. 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 United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

25. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

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

27. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

28. 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: _____

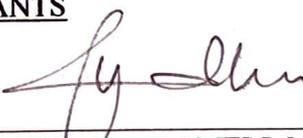
BY: _____
KARA F. SWEET
Assistant United States Attorney
United States Attorney's Office
Middle District of Tennessee

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

DEFENDANTS

DATED: 12/14/2022

BY: 
MADHU S. YELAMELI, M.D.
On behalf of himself and NPWC

DATED: _____

BY: _____
W. JUSTIN ADAMS
Counsel for Defendants

RELATOR

DATED: _____

BY: _____
JASON HERNDON, M.D.

DATED: _____

BY: _____
DAVID RIVERA
Counsel for Relator

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THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

KARA F. SWEET
Assistant United States Attorney
United States Attorney's Office
Middle District of Tennessee

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

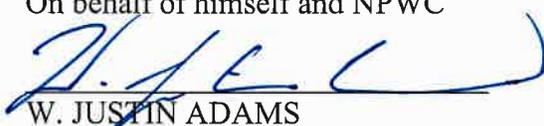
DEFENDANTS

DATED: _____

BY: _____

MADHU S. YELAMELI, M.D.
On behalf of himself and NPWC

DATED: 12/14/22

BY: 

W. JUSTIN ADAMS
Counsel for Defendants

RELATOR

DATED: _____

BY: _____

JASON HERNDON, M.D.

DATED: _____

BY: _____

DAVID RIVERA
Counsel for Relator

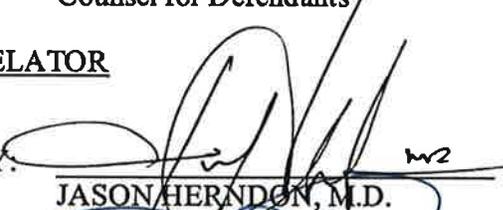
DATED: 12/15/2022 BY: LISA M. RE / RMP
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DEFENDANTS

DATED: _____ BY: _____
MADHU S. YELAMELI, M.D.
On behalf of himself and NPWC

DATED: _____ BY: _____
W. JUSTIN ADAMS
Counsel for Defendants

RELATOR

DATED: 12/14/22 BY:  W2
JASON HERNDON, M.D.

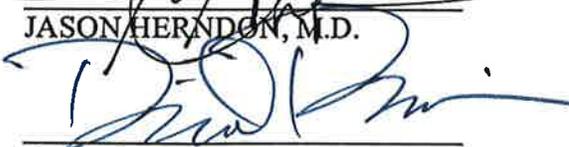
DATED: 12/15/22 BY: 
DAVID RIVERA
Counsel for Relator

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	CIVIL CASE NO. 3:19-cv-00739
)	JUDGE CAMPBELL
v.)	
)	
NASHVILLE PAIN & WELLNESS CENTER,)	
PLLC and MADHU S. YELAMELI, M.D.,)	
)	
Defendants.)	
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CONSENT JUDGMENT

The United States of America and Defendants Nashville Pain & Wellness Center, PLLC and Madhu S. Yelameli, M.D. (“Defendants”), by and through their undersigned counsel, consent to entry of this Judgment based on the following uncontested allegations:

1. This Court has subject matter jurisdiction over this action pursuant to 31 U.S.C. §§ 3730 (a) and (b) and 28 U.S.C. §§ 1331 and 1345.
2. This Court has personal jurisdiction over Defendants.
3. On December 16, 2022, Defendants entered into a Settlement Agreement (the “Settlement Agreement”) with the United States, which resolved certain claims against Defendants based on the Covered Conduct as defined therein. A copy of the Settlement Agreement is attached hereto as Exhibit 1 and incorporated by reference herein.
4. Under the Settlement Agreement, Defendants agreed to pay the United States the amount of \$500,000.00 (the “Settlement Amount”), with the first payment of

\$5,000.00 to be remitted no later than ten business days after the Effective Date of the Settlement Agreement pursuant to written instructions to be provided by the United States Attorney's Office for the Middle District of Tennessee. Defendants agreed to pay the remaining amount plus amortized interest at 2.875% per annum over a period of five years from the Effective Date of this Agreement, with \$15,000 payable on or before the first anniversary of the Effective Date and the remaining amounts paid in equal yearly installments.

5. Under the Settlement Agreement, Defendants agreed that in the event of default on any of the payments due under the Settlement Agreement, and failure to cure the default within five (5) business days of notice of the default, the United States may file a Consent Judgment in the amount still owing under the Settlement Agreement, the entirety of which will become accelerated and due and payable immediately.
6. Defendants also agreed that interest shall accrue on the amount in default at a rate of twelve percent (12%) per annum compounded daily from the date of the default to the date of payment.
7. Defendants have failed to make a payment in accordance with Paragraph 1 of the Settlement Agreement and are in default thereof.
8. The United States has provided the requisite notice and opportunity to cure the default required by the Settlement Agreement, and Defendants failed to cure the default.
9. The amount currently due and owing under the Settlement Agreement is \$_____, which includes the defaulted payment(s) of \$_____, and interest from the date of default of \$_____, and collection costs of \$_____.

Accordingly, the undersigned hereby STIPULATE and AGREE that the Court may enter Judgment against Defendants as follows:

Defendants shall pay to the United States \$ _____, plus interest at a rate of twelve percent (12%) per annum compounded daily from the date of this Order until this Consent Judgment is satisfied.

Respectfully submitted,

UNITED STATES ATTORNEY
MIDDLE DISTRICT OF TENNESSEE

By: s/ Kara F. Sweet
KARA F. SWEET
Assistant United States Attorney
United States Attorney's Office
719 Church Street, Suite 3300
Nashville, TN 37203
(615) 736-5151
Kara.Sweet@usdoj.gov

Counsel for the United States

By: s/ W. Justin Adams
W. JUSTIN ADAMS
Spencer Fane LLP
511 Union Street, Suite 1000
Nashville, TN 32719
(615) 238-6300
wjadams@spencerfane.com

Counsel for Defendant

SO ORDERED this ____ day of _____.

United States District Judge