SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among: (i) 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"); (ii) Aptihealth Inc. and Aptihealth Medical, PLLC, formerly named Professional Medical Concierge Services, PLLC (collectively referred to as "Aptihealth"); and (iii) Heather Hagerty (Relator), through their authorized representatives. Collectively, all of the above will be referred to as "the Parties."

RECITALS

A. Aptihealth is headquartered in Clifton Park, New York and provides behavioral health services to patients, including diagnostic interviews, therapy, medical management, and limited primary care services. These services are delivered through Aptihealth's proprietary electronic telehealth platform.

B. At all relevant times, Aptihealth participated in and 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) and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (Medicaid).

C. From January 1, 2020 through December 31, 2023 (the relevant timeframe) Aptihealth falsely billed Medicare and Medicaid for certain services. Aptihealth also failed to comply with certain Medicare and Medicaid program requirements. The specific conduct (Covered Conduct) is described below.

D. Aptihealth falsely billed Medicare and Medicaid for patient appointments that did not occur because the patient was a "no-show."

E. Current Procedural Terminology (CPT) codes are used to bill for provider services and represent professional services provided. CPT codes 98966, 98967, 98968, 98970, 98971, and 98972 are time-based codes used for telephonic and electronic portal assessment and management of patient health. During the relevant timeframe, Aptihealth billed these codes when staff responded to patient messages on its telehealth platform, regardless of whether the message related to billable patient care or nonbillable administrative matters and falsely billed based on the number of messages exchanged, rather than the nature or clinical content of the communication.

F. CPT code 96130 is a time-based CPT code used for the first hour of psychological testing evaluation services, including integration of patient data and interpreting standardized test results and clinical data. During the relevant timeframe, a portion of Aptihealth's 96130 claims were for services that were not sufficiently documented.

G. Aptihealth implemented an incentive program for approximately 15 patients, under which participants received a $25 gift card after attending at least one therapy session, which potentially implicates the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b)(2)(A). Aptihealth represents that the program disbursed no more than $250 in total gift cards and was discontinued by December 31, 2021.

H. During the relevant timeframe, Aptihealth's compliance program failed to meet New York state statutory requirements for detecting inaccurate billings, maintaining a system for routine monitoring and identifying compliance risks, and/or ensuring adequate training and education.

I. Aptihealth admits, acknowledges, and accepts responsibility for the Covered Conduct set forth in Paragraphs D through H.

J. The United States contends that the admitted facts establish that during the period of January 1, 2020 through December 31, 2023, Aptihealth knowingly presented or caused to be presented false claims for payment to the Medicare and Medicaid programs in violation of the False Claims Act, 31 U.S.C. § 3729. The claims were false because they were for care that did not occur, were not billed in accordance with program requirements, or potentially violated the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b)(2)(A). The claims were also false because, during the relevant timeframe, Aptihealth did not consistently maintain an effective compliance program meeting all statutory and regulatory requirements. This paragraph, together with the admitted facts set forth above in Paragraphs D through I, constitutes the Covered Conduct.

K. On July 21, 2023, Heather Hagerty filed a qui tam action in the United States District Court for the Northern District of New York captioned *United States of America and the State of New York ex rel. Heather Hagerty v. aptihealth, Inc*., Case No. 1:23-cv-878 (BKS/ML) pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). Relator alleged that Aptihealth engaged in several billing improprieties, including those addressed in this Settlement Agreement. Concurrent with this Agreement, the United States is intervening in the Civil Action for purposes of settlement with regard to the Covered Conduct, as defined above.

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

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

TERMS AND CONDITIONS

1. Aptihealth shall pay to the United States and the State of New York a total of $300,000 (Total Settlement Amount). Of this amount, Aptihealth shall pay the United States $183,296.77 (Federal Settlement Amount), of which $91,648.39 is restitution, plus simple interest at a rate of 7% per annum from the Effective Date of this Agreement per the terms set forth in Paragraphs 1(a)-(e). Payment of $116,703.23 to the State of New York will be made pursuant to a separate agreement. Payment of the Federal Settlement Amount shall be paid by electronic funds transfer in accordance with written instructions provided by the United States Attorney's Office for the Northern District of New York. On the effective Date of this Agreement, this sum shall constitute a debt due and immediately owing to the United States.

a. By July 1, 2026, Aptihealth shall pay $45,824.19, plus simple interest at the rate set forth in Paragraph 1.

b. By October 1, 2026, Aptihealth shall pay $45,824.19, plus simple interest at the rate set forth in Paragraph 1.

c. By January 1, 2027, Aptihealth shall pay $45,824.19, plus simple interest at the rate set forth in Paragraph 1.

d. By April 1, 2027, Aptihealth shall pay $45,824.19, plus simple interest at the rate set forth in Paragraph 1.

e. Interest shall accrue on the unpaid Federal Settlement Amount as indicated in this Paragraph. Collectively the Federal Settlement Amount and interest received by the United States shall be referred to as the Federal Settlement Payments.

f. The Federal Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

g. If Aptihealth or any of its affiliates is sold, merged, or transferred, or a significant portion of the assets of Aptihealth or of any of its affiliates is sold, merged, or transferred into another non-affiliated entity before Aptihealth has made all payments required by this Agreement, Aptihealth shall promptly notify the United States, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.

2. Conditioned upon the United States receiving the Federal Settlement Payments, and as soon as feasible after receipt, the United States agrees to pay Relator by electronic funds transfer 17% of each such payment received under the Federal Settlement Agreement (Relator's Share) as soon as feasible after the receipt of the payment.

3. No later than 30 days after the Effective Date of this Agreement, or the date that Relator's counsel provides Aptihealth's counsel with Relator's counsel's W-9 and necessary payment instructions, whichever is later, Aptihealth shall pay, via check, attorney's fees, costs, and expenses to Relator, through Relator's counsel, specifically attorney's fees, costs and expenses in the amount of $55,000.00 (fifty-five thousand dollars and zero cents), in full and complete satisfaction for any claim Relator or their counsel has or could have asserted for attorney's fees, costs, and expenses arising out of, relating to, or in connection with the Covered Conduct, Civil Action and related investigation.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 16 (concerning default), and upon the United States' receipt of the Federal

Settlement Amount, plus interest due under Paragraph 1, the United States releases Aptihealth 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.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Federal Settlement Amount, plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Aptihealth from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraph 4 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; and

f. Any liability of individuals.

7. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Aptihealth, and its officers, agents, servants and employees, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future against Aptihealth, or from any liability to Relator whatsoever, arising from the Covered Conduct, the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. Aptihealth waives and shall not assert any defenses Aptihealth 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.

10. Aptihealth fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Aptihealth has asserted, could have asserted, or may assert

in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

11. Aptihealth fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Aptihealth has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

12. 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 Aptihealth 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.

13. Aptihealth agrees to the following:

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

1) the matters covered by this Agreement;

2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

3) Aptihealth's investigation, defense, and corrective actions undertaken in response to the United States' audit and civil investigation in connection with the matters covered by this Agreement (including attorneys' fees);

4) the negotiation and performance of this Agreement; and

5) the payment Aptihealth makes to the United States pursuant to this Agreement and any payments that Aptihealth may make to Relator, including costs and attorneys' fees;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by Aptihealth, and Aptihealth 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 Aptihealth or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Aptihealth further agrees that within 90 days of the Effective Date of this Agreement it 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 Aptihealth or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Aptihealth agrees that the United States, at a minimum, shall be entitled to recoup from Aptihealth 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 Aptihealth or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Aptihealth or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

14. 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 15 (waiver for beneficiaries paragraph), below.

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

16. In the event that Aptihealth fails to pay the Total Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Aptihealth shall be in Default of Aptihealth's payment obligations ("Default"). The United States will provide a written Notice of Default, and Aptihealth shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to undersigned counsel for Aptihealth, or to such other representative as Aptihealth shall designate in advance in writing. If Aptihealth fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

a. In the event of Uncured Default, Aptihealth agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this

Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Aptihealth for the claims that would otherwise be covered by the releases provided in Paragraph 4 above with any recovery reduced by the amount of any payments previously made by Aptihealth to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Aptihealth and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Aptihealth agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Aptihealth waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Aptihealth within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these

defenses were available on July 21, 2023. Aptihealth agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

b. In the event of Uncured Default, OIG-HHS may exclude Aptihealth from participating in all Federal health care programs until Aptihealth pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Aptihealth. Aptihealth waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7) and agrees not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Aptihealth wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Aptihealth will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

17. Upon receipt of the payments described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

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

19. 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.

20. 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 New York. 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.

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

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

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

24. This Agreement is binding on Aptihealth's successors, transferees, heirs, and assigns.

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

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

27. 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.

FOR THE UNITED STATES OF AMERICA

TODD BLANCHE
Acting Attorney General

JOHN A. SARCONE III
First Assistant United States Attorney

DATED: June 12, 2026

Digitally signed by CHRISTOPHER MORAN
Date: 2026.06.12 13:29:27 -04'00'

CHRISTOPHER R. MORAN
Assistant United States Attorney
NDNY Bar No. 700767

DATED: _____

SPENCER TURNBULL
Digitally signed by SPENCER TURNBULL
Date: 2026.06.12 12:28:43 -04'00'

SUSAN E. GILLIN
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

FOR APTIHEALTH INC. AND APTIHEALTH MEDICAL, PLLC

DATED: _____

_____
JOHN J. IACOBUCCI
GEOFFREY W. HEINEMAN
JOSHUA FERGUSON
Ropers Majeski
800 Third Avenue
29th Floor
New York, NY 10022

DATED: _____

_____
RICK SMITH
Chief Executive Officer
Aptihealth, Inc.

DATED: _____

_____
KEVIN MARTIN, MD
Chief Medical Officer
Aptihealth Medical, PLLC

FOR RELATOR HEATHER HAGERTY

DATED: 6/9/26

_____
SCOTT L. TERRY
FLORIN, GRAY, BOUZAS, OWENS, LLC
16524 Pointe Village Drive, Suite 100
Lutz, FL 33558

DATED: 6/9/26

Heather E Hagerty
Heather Hagerty

EXECUTION VERSION

FOR APTIHEALTH INC. AND APTIHEALTH MEDICAL, PLLC

DATED: 6/10/2026

JOHN J. IACOBUCCI
GEOFFREY W. HEINEMAN
JOSHUA FERGUSON
Ropers Majeski
800 Third Avenue
29th Floor
New York, NY 10022

DATED: 06/10/2026

RICK SMITH
Chief Executive Officer
Aptihealth, Inc.

DATED: 6/10/2026

KEVIN MARTIN, MD
Chief Medical Officer
Aptihealth Medical, PLLC

FOR RELATOR HEATHER HAGERTY

DATED: _____

SCOTT L. TERRY
FLORIN, GRAY, BOUZAS, OWENS, LLC
16524 Pointe Village Drive, Suite 100
Lutz, FL 33558

DATED: _____

Heather Hagerty