

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”), DPN USA, LLC doing business as HealthFair (“HealthFair”), and Relator Robert P. Oristaglio, Jr., D.O. (“Oristaglio” or “Relator”) (collectively, “the Parties”), through their authorized representatives.

RECITALS

A. HealthFair is a health care company founded in 1998 that provided and arranged for the provision of health care items and services to Medicare Advantage (“MA”) plan beneficiaries on mobile buses. During the Covered Period, HealthFair operated mobile health care buses in several states. HealthFair mobile buses were staffed primarily with nurse practitioners and medical technicians, who performed health screenings and assessments and conducted a variety of diagnostic tests, including echocardiograms, electrocardiograms, pulmonary function tests, and retinopathy screenings. HealthFair nurse practitioners made diagnoses from these encounters and test results, and HealthFair submitted those diagnoses to its Medicare Advantage Organization (“MAO”) customers, who submitted most of the diagnoses to the Centers for Medicare & Medicaid Services (“CMS”). CMS relied on these diagnoses to calculate the risk scores of beneficiaries and adjust payments to the MAOs.

B. Community Care Health Network, LLC d/b/a Matrix Medical Network (“Matrix”) is a health care company that conducts in-home health risk assessments of MA plan beneficiaries on behalf of MAOs. Matrix acquired HealthFair through a security purchase agreement in 2018 and began winding down its operations in 2018 before finally shuttering it in early 2020.

C. The Medicare Advantage program, also known as Medicare Part C, allows Medicare beneficiaries to opt out of traditional Medicare and enroll in health plans that are administered by private insurance companies known as MAOs. The MAOs contract with CMS to provide traditional Medicare coverage to the Medicare beneficiaries enrolled in their plans in exchange for capitated payments (i.e., fixed per-member, per-month payments). CMS adjusts these capitated payments based in part on health status of each beneficiary in the service year (which is the year before the payment year) to predict the expected health care expenditure in the payment year for that beneficiary, relative to the average beneficiary. In general, CMS pays more for sicker beneficiaries expected to incur greater healthcare expenses and less for healthier beneficiaries expected to incur fewer healthcare expenses. To determine a beneficiary's health status, CMS relies on diagnoses from encounters with qualifying health care providers and accurate documentation of established or confirmed diagnoses that affect the care, treatment, and management of the beneficiary. The diagnoses are used when CMS calculates risk scores and can result in increased capitated payments for a beneficiary.

D. In conformance with CMS requirements, MAOs submit to CMS data from medical encounters, including medical diagnosis codes for their enrollees. All diagnosis codes submitted by MAOs must be documented in the medical records of the beneficiaries and comply with the International Classification of Diseases Official Guidelines for Coding and Reporting (the "ICD Guidelines"). Federal regulations require that the MAO "certifies (based on best knowledge, information, and belief) the accuracy, completeness, and truthfulness of the relevant data" submitted, including "encounter data." 42 C.F.R. § 422.504(l). It also requires that they

“certify . . . that the data [the MAO] submits under § 422.310 are accurate, complete, and truthful,” as well as certify the data “generated by a related entity, contractor, or subcontractor of an MA organization” for “accuracy, completeness, and truthfulness of the data.” 42 C.F.R. §§ 422.504 (1)(2) (citing 42 C.F.R. § 422.310 (regarding risk adjustment data)) & (1)(3).

E. HealthFair contracted with various MAOs and plan administrators, including Optum (on behalf of UnitedHealth Care plans in several states, including Texas, Colorado, Nevada, and Utah), WellCare, Martin’s Point Health Care, Blue Cross Blue Shield of Alabama, and Blue Cross Blue Shield of Florida. The contracts generally required HealthFair to provide health care services to MA plan beneficiaries and to document medical symptoms, conditions, diagnoses, and ICD-10 codes resulting from the encounters. HealthFair submitted the encounter data, including diagnoses, to its MAO customers. HealthFair understands that its submission of the encounter data, including diagnoses, to MAOs allowed the MAOs to submit the encounter data to CMS for risk adjustment. MAOs paid HealthFair a fixed fee for its health care services and, where applicable, additional fees for diagnostic tests, pursuant to the terms of the contracts.

F. Oristaglio is a resident of Florida and was the chief medical officer of HealthFair during the Covered Period, until HealthFair was acquired by Matrix.

G. On February 25, 2022, Oristaglio filed a *qui tam* action in the United States District Court for the Eastern District of Texas captioned *United States ex rel. Oristaglio v. Community Care Health Network, Inc., d/b/a/ Matrix Medical Network et al.*, No. 4:22-cv-00133-SDJ (E.D. Tex.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”).

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

I. The United States contends that it has certain civil claims against HealthFair arising from the following conduct for dates of service from January 1, 2015, through December 31, 2017, which corresponded with payment years January 1, 2016, through December 31, 2018, and hereinafter known as the “Covered Period.” The United States contends that:

HealthFair contracted with multiple MAOs or Medicare Advantage plan administrators to provide health care services and certain diagnostic tests to Medicare Advantage plan beneficiaries on mobile buses operated by HealthFair. HealthFair was paid a fixed fee per beneficiary and additional fees for diagnostic tests, including but not limited to echocardiograms, electrocardiograms, pulmonary function tests, and retinopathy screenings.

During the Covered Period, HealthFair knowingly reported certain diagnoses to the MAOs that were unsupported, unsubstantiated, and/or invalid because HealthFair’s documentation did not establish that the reported diagnoses existed during an encounter or visit or that the reported diagnoses required or affected patient care, treatment, or management, as required by the ICD Guidelines.

HealthFair violated the FCA by relying on improper diagnostic standards and knowingly submitting unsupported, unsubstantiated, and invalid diagnoses to MAOs, which caused the MAOs to submit unsupported, unsubstantiated, and invalid diagnoses to CMS for certain risk-adjusted payments that they were not entitled to. The following diagnoses and the corresponding hierarchical conditions categories (HCCs) were affected by the FCA violation:

1. Conditions improperly diagnosed without documentation establishing the existence of the condition: HCC 1 (HIV/AIDS), HCC 8 (Metastatic Cancer and Acute Leukemia), HCC 9 (Lung and Other Severe Cancers), HCC 10 (Lymphoma

and Other Cancers), HCC 11 (Colorectal, Bladder, and Other Cancers), HCC 12 (Breast, Prostate, and Other Cancers and Tumors), HCC 29 (Chronic Hepatitis), HCC 75 (Myasthenia Gravis/Myoneural Disorders, Inflammatory and Toxic Neuropathy), HCC 77 (Multiple Sclerosis), HCC 78 (Parkinson's and Huntington's Diseases), HCC 136 (Chronic Kidney Disease, Stage 5), HCC 137 (Chronic Kidney Disease, Stage 4), HCC 161 (Chronic Ulcer of Skin, Except Pressure), HCC 167 (Major Head Injury);

2. Conditions improperly diagnosed solely based on one of the following: patient attestation, claims history, past medical history, or medication: HCC 22 (Morbid Obesity), HCC 40 (Rheumatoid Arthritis and Inflammatory Connective Tissue Disease), HCC 48 (Coagulation Defects and Other Specified Hematological Disorders), HCC 54 (Drug/Alcohol Psychosis), HCC 55 (Drug/Alcohol Dependence), HCC 58 (Major Depressive, Bipolar, and Paranoid Disorders), HCC 85 (Congestive Heart Failure), HCC 96 (Specified Heart Arrhythmias), HCC 111 (Chronic Obstructive Pulmonary Disease);

3. Conditions improperly diagnosed despite negative results on echocardiograms or electrocardiograms and without documentation that the condition otherwise existed: HCC 85 (Congestive Heart Failure) and HCC 96 (Specified Heart Arrhythmias); and

4. Improper diagnoses of thrombophilia solely based on separate diagnoses of atrial fibrillation and without documentation that thrombophilia otherwise existed: HCC 48 (Coagulation Defects and Other Specified Hematological Disorders).

The conduct described in this recital paragraph is referred to as the "Covered Conduct."

J. 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. HealthFair shall pay to the United States Five Million Dollars (\$5,000,000) (Settlement Amount), of which Two Million and Five Hundred Thousand Dollars (\$2,500,000) is restitution. Interest shall accrue on the Settlement Amount at the rate of 4.25 percent, from October 30, 2025, through the date of payment. Payment shall be made within fourteen (14) business days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of Texas.

2. HealthFair and Relator have reached an agreement as to the amount of attorneys' fees, expenses, and costs to be paid by HealthFair. HealthFair shall pay the amount specified in a separate agreement between HealthFair's counsel and Relator's counsel no later than 30 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions provided by Relator's counsel.

3. Conditioned upon the United States receiving the Settlement Amount, the United States agrees that it shall pay to Relator by electronic funds transfer eighteen (18) percent of the Settlement Amount received (Relator's Share) as soon as feasible after receipt of the payment.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1,

the United States releases HealthFair, together with its affiliated practice groups, 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 Settlement Amount, plus interest due under Paragraph 1, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases HealthFair, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; employees; agents; and the corporate successors and assigns of any of them, from any civil monetary claim 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 and 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;
- 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.

7. 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 Relator's Share, Relator and his 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 himself, and for his heirs, successors, attorneys, agents, and assigns, releases HealthFair, together with its current and former parent, brother, and sister corporations; current and former direct and indirect subsidiaries and divisions; and its current and former direct and indirect owners, officers, directors, employees, agents, affiliated practice groups, and

affiliates; and the successors and assigns of any of them, from any and all manner of claims, rights, demands, suits, matters, issues, proceedings, liabilities, damages, losses, obligations, liens, judgments, and causes of action of any kind or description, whether known or unknown, disclosed or undisclosed, for damages, injunctive relief, costs and fees, or any other remedy, including but not limited to claims arising from the filing of the Civil Action, including any civil monetary claims Relator has asserted or could assert on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs, and under 31 U.S.C. § 3730(h) for any alleged retaliatory actions. Notwithstanding any of the foregoing, Relator's release in this paragraph does not release any rights Relator may have against any individuals named in the Civil Action, including any civil monetary claims Relator has asserted or could assert against any such individuals on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs, and under 31 U.S.C. § 3730(h) for any alleged retaliatory actions.

9. HealthFair waives and shall not assert any defenses HealthFair 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. HealthFair 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 HealthFair 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. HealthFair, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, fully and finally release Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that HealthFair has asserted, could have asserted, or may assert in the future against Relator, related to the Covered Conduct and 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 the Medicare program, any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) related to the Covered Conduct; and HealthFair agrees not to resubmit to the Medicare program, any Medicare contractor 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. HealthFair 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 HealthFair, 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) HealthFair's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment made by or on behalf of HealthFair to the United States pursuant to this Agreement and any payments by or on behalf of HealthFair 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 by HealthFair, and HealthFair 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 HealthFair or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: HealthFair 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 HealthFair 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. HealthFair agrees that the United States, at a minimum, shall be entitled to recoup from HealthFair 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 HealthFair or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on HealthFair 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 HealthFair's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

14. HealthFair agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, HealthFair shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. HealthFair further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

15. 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 16 (waiver for beneficiaries paragraph), below.

16. HealthFair 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.

17. Upon receipt of the payment described in Paragraph 1, above, and subject to the terms of the Settlement Agreement, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of HealthFair from the Civil Action pursuant to Rule 41(a)(1). Dismissal of HealthFair and all other defendants in the Civil Action by Relator shall be with prejudice to Relator, including claims under 31 U.S.C. § 3730(d) for reasonable expenses, attorneys' fees, and costs, and claims under 31 U.S.C. § 3730(h) for retaliation. Dismissal of HealthFair by the United States shall be with prejudice as to Covered Conduct only; otherwise, dismissal by the United States shall be without prejudice.

18. Except as required by 31 U.S.C. § 3730(d), above, 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 into this Agreement without any degree of duress or compulsion.

20. 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 Eastern District of Texas. 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. 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.

22. The undersigned attorneys 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 HealthFair'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.

THE UNITED STATES OF AMERICA

SAMSON Digitally signed by
SAMSON ASIYANBI
ASIYANBI Date: 2026.05.21
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DATED: _____

Samson O. Asiyambi
Trial Attorney
Commercial Litigation Branch, Civil Division
U.S. Department of Justice

DATED: _____

Kevin McClendon
Assistant United States Attorney
United States Attorney's Office
Eastern District of Texas

SPENCER Digitally signed by
SPENCER TURNBULL
TURNBULL Date: 2026.05.20
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DATED: _____


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

THE UNITED STATES OF AMERICA

DATED: _____

Samson O. Asiyambi
Trial Attorney
Commercial Litigation Branch, Civil Division
U.S. Department of Justice

DATED: 5/13/2026



Kevin McClendon
Assistant United States Attorney
United States Attorney's Office
Eastern District of Texas

DATED: _____

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

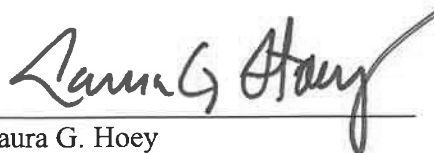
HEALTHFAIR – DEFENDANT

DATED: 5-13-2026



Mark Eggert
Corporate Secretary

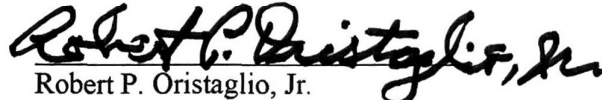
DATED: 5.13.26




Laura G. Hoey
Jaime Orloff Feeney
Counsel for HealthFair

Robert P. Oristaglio – RELATOR


DATED: 5/14/2026


Robert P. Oristaglio, Jr.
Relator

DATED: 5/14/2026


Rachel V. Rose
Counsel for Robert Oristaglio

DATED: 5/14/2026


John Summers
Counsel for Robert Oristaglio