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 of the Department of Health and Human Services (OIG-HHS), (collectively, the "United States"), Complete Health Partners Holdings, LLC ("Complete Health"), and Karen Bowers ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Complete Health is a management services organization that manages, owns or otherwise operates affiliated provider group operating out of Florida, Alabama and Colorado, that contracted with Medicare Advantage Organizations to provide healthcare services to beneficiaries enrolled in Medicare Advantage plans.

B. On April 21, 2022, Karen Bowers filed a *qui tam* action in the United States District Court for the Middle District of Florida, captioned *United States ex rel. Karen Bowers vs. Complete Health Partners, Inc., Pharos Capital Group, LLC, Viva Health Inc., and Blue Cross and Blue Shield of Alabama*, Civil Action No. 3:22-cv-463 (M.D. Fla.), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). She filed an amended complaint on March 9, 2023, adding two new defendants: Viva Health, Inc., and Blue Cross and Blue Shield of Alabama ("BCBS").

C. The United States contends that Complete Health 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 Complete Health arising from the following, referred to below as the "Covered Conduct."

For Payment Years 2020 through 2023, Complete Health, a healthcare provider, and its affiliated entities contracted with Medicare Advantage Organizations (MAOs) to provide healthcare services to Medicare beneficiaries enrolled in their plans. Under the contracts, the MAOs agreed to pay Complete Health a percentage of the payments they received from CMS. These "risk sharing" arrangements gave Complete Health a financial incentive to submit additional diagnosis codes in order to increase its patients' risk scores and the corresponding payments made by CMS.

To ensure that the government calculates risk adjusted payments using accurate and truthful diagnosis codes, federal regulations require that MAOs submit data that conform to all relevant national standards, including the requirement in the International Classification of Diseases-Clinical Modification (ICD-CM) Guidelines for Coding and Reporting that diagnoses be properly documented in patients' medical records. The diagnosis codes and other risk adjustment information that MAOs submit directly affect the calculation of CMS payments to MAOs. A diagnosis code that is not properly documented in a patient's medical record is not a valid basis for CMS risk adjustment payments to an MA organization. These obligations for data accuracy flow down from the MAOs to risk-sharing providers, such as Complete Health.

Despite these obligations for data accuracy, Complete Health pressured healthcare providers to report diagnosis codes within Hierarchical Condition Code (HCC) 55 (Drug and Alcohol Dependence) and HCC 59 (Major Depressive, Bipolar, and Paranoid Disorders) that were not clinically valid, not properly supported by the beneficiary's medical records, and/or not considered in the care, management, or treatment of the beneficiary. Complete Health disseminated incorrect coding guidance to its coders and physicians regarding diagnosis codes within HCC 55 and HCC 59. Complete Health coders reviewed its beneficiaries' medical records and identified additional diagnosis codes for severe and chronic conditions that would raise the patient's risk score and the corresponding payments by CMS, including diagnoses within HCC 55 and HCC 59. Complete Health then prompted doctors to add those diagnosis codes, even when the diagnosis codes were unsubstantiated or not clinically justified. Specifically, coders added specific risk-adjusting diagnosis codes as "suggestions" in the beneficiary's electronic medical record before a beneficiary visit, creating pressure for providers to add these diagnoses during the beneficiary's visit. If providers did not add the diagnosis codes during the beneficiary's visit, coders then sent leading queries to treating providers through Complete Health's electronic medical record software requesting that providers review and add specific risk-adjusting diagnosis codes within HCC 55 and HCC 59 that were not clinically valid and not considered in the care, management or treatment of the beneficiary to the beneficiary's medical record. As a result, the doctors added those diagnosis codes, which were not accurate. Medical coders also added diagnosis codes for submission to MAOs after a beneficiary's visit and without provider involvement when they were not supported by the medical record documentation.

The submission of these diagnosis codes resulted in false claims that inflated the risk scores of the Medicare Advantage beneficiaries, thereby causing CMS to make higher capitated payments to the MAOs than it would have paid without the HCC 55 and HCC 59 diagnosis codes.

F. 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. Complete Health shall pay to the United States $14,100,000 (Settlement Amount) and interest on the Settlement Amount at a rate of 4.5% per annum from May 28, 2026, of which $7,050,000 is restitution, by electronic transfer pursuant to written instructions to be provided by the United States Attorneys' Office for the Middle District of Florida, pursuant to the following schedule:

a. Within 10 days of the Effective Date, Complete Health shall pay $7,050,000, plus accrued interest as set forth above;

b. By May 1, 2027, Complete Health shall pay $7,050,000, plus accrued interest as set forth above.

Collectively the settlement amount and interest received by the United States shall be referred to as the Settlement Payments. Interest shall accrue on the unpaid settlement amount as indicated above. If Complete Health or any of its affiliates is sold, merged, or transferred, or a significant portion of the assets of Complete Health, or of any of its affiliates is sold, merged, or transferred into another non-affiliated entity, Complete Health shall promptly notify the United States, and all remaining payments owed by Complete Health pursuant to the Agreement shall be accelerated and become immediately due and payable. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Conditioned upon the United States receiving the Settlement Amount payments, the United States agrees that it shall pay to Relator by electronic funds transfer 17.5 percent of

each such payment received under the Settlement Agreement (Relator's Share) as soon as feasible after receipt of the payment. No other Relator payments shall be made by the United States with respect to the matters covered by this Agreement. Complete Health agrees that it shall pay to Relator $240,848.00 in legal fees and $2,718.84 in legal expenses for a total of $243,556.84 within 10 days of the Effective Date of this Agreement.

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 15 (concerning default), and Paragraph 16 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Complete Health , 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. including Complete Health Partners Inc.), 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.

4. Subject to the exceptions in Paragraph 5 below, and subject to Paragraph 15 (concerning default), and Paragraph 16 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount**,** plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Complete Health, its parent, subsidiaries and affiliated managed medical practices (including without limitation Complete Health Partners Inc.), and its and their officers, owners, directors, agents, and employees, and all defendants in the Civil Action from any civil monetary claim the Relator has on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733.

5. 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;

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;

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

6. 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.

7. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Complete Health, its parent, subsidiaries and affiliated managed medical practices (including without limitation Complete Health Partners Inc.), and its and their officers, directors, owners, agents, and employees from any and all claims, demands, causes of action, suits, debts, liabilities, obligations, damages, losses, penalties, costs, expenses, attorneys' fees, and rights of every kind, nature, and description whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, accrued or unaccrued, matured or unmatured, fixed or contingent, liquidated or unliquidated, and whether asserted or unasserted, that arise under or are based upon federal, state, local, or foreign statutory, regulatory, constitutional, common law, contract, tort, equitable, or any other source, theory, or body of law whatsoever, and whether seeking compensatory, statutory, multiplied, punitive, exemplary, declaratory, injunctive, or any other form of relief, arising or occurring from the beginning of time through and including the date of execution of this Agreement, including without limitation the Relator's claim to a share of any proceeds under 31 U.S.C. § 3730(d), and any claim for attorneys' fees, expenses, and costs. As to other named defendants in the Civil Action, Relator for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Pharos Capital Group, LLC, Blue Cross Blue Shield of Alabama, and Viva Health Inc. and their parent, subsidiaries, officers, directors, owners, agents, and employees from any and all claims, demands, causes of action, suits, debts, liabilities, obligations, damages, losses, penalties, costs, expenses, attorneys' fees, and rights of every kind arising from the facts alleged in the Civil Action.

8 Complete Health waives and shall not assert any defenses Complete Health may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. Complete Health 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 Complete Health 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.

10. Complete Health**,** for itself and for its parent, subsidiaries and affiliated managed medical practices, and its and their officers, directors, owners, agents, and employees fully and finally releases the Relator, her heirs, successors, attorneys, agents, and assigns from any and all claims, demands, causes of action, suits, debts, liabilities, obligations, damages, losses, penalties, costs, expenses, attorneys' fees, and rights of every kind, nature, and description whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, accrued or unaccrued, matured or unmatured, fixed or contingent, liquidated or unliquidated, and whether asserted or unasserted, that arise under or are based upon federal, state, local, or foreign statutory, regulatory, constitutional, common law, contract, tort, equitable, or any other source, theory, or body of law whatsoever, and whether seeking compensatory, statutory, multiplied, punitive, exemplary, declaratory, injunctive, or any other form of relief, arising or occurring from the beginning of time through and including the date of execution of this Agreement.

11. 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 Complete Health 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.

12. Complete Health 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 Complete Health, 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 [and any criminal] investigation(s) of the matters covered by this Agreement;

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

(4) the negotiation and performance of this Agreement;

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

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 Complete Health, and Complete Health 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 Complete Health or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

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

13. 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 14 (waiver for beneficiaries paragraph), below.

14. Complete Health 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.

15. The Settlement Amount, and associated payment schedule set forth in Paragraph 1 above, represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct.

a. In the event that Complete Health fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Complete Health shall be in Default of Complete Health's payment obligations ("Default"). The United States will provide a written Notice of Default, and Complete Health 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 Complete Health, or to such other representative as Complete Health shall designate in advance in writing. If Complete Health 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).

b. In the event of Uncured Default, Complete Health 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 Complete Health for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Complete Health 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 Complete Health 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, Complete Health 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, Complete Health 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 Complete Health 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 April 21, 2022. Complete Health 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.

c. In the event of Uncured Default, OIG-HHS may exclude Complete Health from participating in all Federal health care programs until Complete Health pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Complete Health. Complete Health 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, Complete Health 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. Complete Health 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.

16. In exchange for valuable consideration provided in this Agreement, Complete Health and Relator acknowledge the following:

a. Complete Health has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Complete Health, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Complete Health was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of Complete Health's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Complete Health or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Complete Health's debts, or to adjudicate Complete Health as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Complete Health or for all or any substantial part of Complete Health's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Complete Health for the claims that would otherwise be covered by the releases provided in Paragraph 3 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Complete Health in the amount of $ 103,221,293, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Complete Health, a receiver, trustee, custodian, or other similar official for Complete Health;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. Complete Health agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 16.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Complete Health shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Complete

Health waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Complete Health that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on April 21, 2022.

17. Upon receipt of the Initial Payment described in Paragraph 1(a), above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action as to Complete Health in the Civil Action pursuant to Rule 41(a)(1). In addition, upon receipt of the Initial Payment described in Paragraph 1(a), Relator shall file a Notice of Voluntary Dismissal as to all remaining Defendants and the United States will file a consent to the Voluntary Dismissal, so long as it is without prejudice to the United States. The dismissal(s) shall be (a) with prejudice to the United States as to the Covered Conduct; (b) without prejudice to the United States as to all other claims and defendants; and (c) with prejudice as to Relator as to all defendants.

18. Except as provided in Paragraph 2, 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 Middle District of Florida. 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 counsel 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 Complete Health'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

DATED: 7/21/2026 BY: _____

Olga Yevtukhova
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 7/21/26 BY: _____

Sean Keefe
Assistant United States Attorney
Middle District of Florida

DATED: _____ BY: _____

Digitally signed by TAMARA FORYS
Date: 2026.07.21 15:37:16 -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

COMPLETE HEALTH - DEFENDANT

DATED: 7/20/26 BY: _____
Jason Christ
Counsel for Complete Health

DATED: 7/20/26 BY: _____
Teresa Mason
Counsel for Complete Health

DATED: 7/21/26 BY: _____
Tiffany Sullivan
CEO Complete Health

KAREN BOWERS - RELATOR

DATED: 7/20/2026 BY: Karen Bowers
Karen Bowers

DATED: 7/20/2026 BY:
Edward Arens
Counsel for Karen Bowers