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), Monogram Health Professional Services, PC and Monogram Health, Inc., individually and d/b/a Monogram Health (collectively "Monogram,"), and Dr. Ajay Gupta (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Monogram Health Professional Services is a Delaware corporation with its principal place of business in Tennessee. Monogram Health, Inc. is a Delaware corporation with its principal place of business in Tennessee. The United States contends that Monogram submitted or caused to be submitted claims for payment to the Medicare Advantage Program (or Medicare Part C), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll.

B. Under the Medicare Advantage Program, Medicare beneficiaries may opt out of traditional Medicare coverage under Part A and Part B and instead enroll in private health plans, known as Medicare Advantage Plans (MA Plans), that are owned and operated by private health insurance companies, known as Medicare Advantage Organizations (MAOs). The Centers for Medicare & Medicaid Services (CMS) pays MAOs a capitated amount for each beneficiary to provide or cover all Medicare benefits covered under Part A and Part B (except hospice) for those beneficiaries who enroll in their plan. CMS adjusts these capitated payments to MAOs based on demographic factors and the health status of each plan beneficiary. To calculate the payment amounts, CMS uses a health-based risk adjustment model—the Hierarchical Conditions Category (HCC) model—that takes into account diagnoses from inpatient hospital stays, outpatient encounters, and physician office visits as well as certain demographic factors. The

diagnosis codes used in the model are grouped into HCCs, which are categories of clinically-related medical diagnoses. CMS assigns a relative numerical value (a "risk score") to each HCC that correlates with the predicted costs associated with treating the conditions in the category. In general, the more severe the diagnosis or costly the associated treatment, the higher the risk score. CMS makes higher payments to the MA Plan for beneficiaries with higher overall risk scores than for beneficiaries with lower overall risk scores.

C. MAOs may contract directly with healthcare providers to provide healthcare services to the beneficiaries enrolled in their MA Plans. The compensation that MAOs pay to the healthcare providers often varies by contract and may be on a fee for service basis (whereby the MAO pays the healthcare provider a negotiated rate for each service that it provides), a capitated basis (whereby the MAO pays the healthcare provider a fixed amount per beneficiary), or a risk-sharing basis (whereby the MAO pays the healthcare provider a share of the payments that the MAO receives from CMS), or some variation of these methodologies.

D. On December 2, 2022, Dr. Ajay Gupta filed a *qui tam* action in the United States District Court for the Central District of California captioned *United States ex rel. Dr. Gupta v. Monogram Health Prof. Servs.*, No. 2:22-cv-8758-MWF-JC (the "Civil Action"), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b).

E. The United States contends that it has certain civil claims against Monogram arising from the following alleged conduct (the "Covered Conduct"):

> Monogram provides in-home care and related services to Medicare beneficiaries enrolled in MA Plans pursuant to contracts with certain MAOs. Under these contracts, Monogram was eligible to be paid more by the MAOs if the beneficiaries in its care had higher risk scores because the MAO received a higher capitated payment from CMS for those beneficiaries. The risk sharing arrangements gave Monogram a financial incentive to submit additional diagnosis codes in order to increase its patients' risk scores and the corresponding payments made by CMS.
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> To ensure that the government calculates risk adjusted payments using accurate and truthful diagnosis codes, MAOs must submit data that conform to the requirement in the

International Classification of Diseases-Clinical Modification (ICD-CM) Guidelines for Coding and Reporting that diagnoses be supported by documentation 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 supported by documentation in a patient's medical record is not a valid basis for CMS risk adjustment payments to an MA organization. This obligations flows down from the MAOs to risk-sharing providers, such as Monogram.

Despite this obligation, the United States alleges that, during the period from January 1, 2021 through December 31, 2023, Monogram knowingly submitted diagnosis codes within the following four HCCs that were not clinically accurate, not supported by documentation in the beneficiary's medical records, and/or did not require or affect patient care, treatment or management: HCC 21 (Protein-Calorie Malnutrition), HCC 55 (Substance Use Disorder); HCC 48 (Coagulation Defects and Other Specified Hematological Disorders), HCC 88 (Angina Pectoris). 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 21, HCC 55, HCC 48 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. Monogram shall pay to the United States $2,413,909 (Settlement Amount) and interest on the Settlement Amount at a rate of 4.125% per annum from April 29, 2026, of which $1,419,946 is restitution, no later than 30 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay $386,225 to Relator by electronic funds transfer (Relator's Share).

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraph 1, the United States releases Monogram, 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 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; or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812.

4. Subject to the exceptions in Paragraph 5 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 Monogram, 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, 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.

5. Notwithstanding the releases given in Paragraphs 3 and 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 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.

7. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Monogram, together with its officers, agents, and employees; 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, from any liability to Relator arising from the filing of the Civil Action. This release is in addition to the release Relator, for himself and others, has provided to Monogram and related entities and

individuals via a separate settlement agreement dated May 7, 2026 that resolves Relator's other claims against Monogram, including Relator's claims for reasonable expenses, attorneys' fees, and costs under 31 U.S.C. § 3730(d) and Relator's claims under 31 U.S.C. § 3730(h). Nothing in this Agreement shall affect Relator's or Monogram's right to enforce the May 7, 2026 agreement in the event of a breach of that May 7, 2026 agreement.

8. Monogram waives and shall not assert any defenses Monogram 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. Monogram 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 Monogram 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. Monogram fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Monogram has asserted, could have asserted, or may assert in the future against the Relator, related to the filed qui tam and the Relator's investigation and prosecution thereof.

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 Monogram 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. Monogram 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 Monogram, 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) Monogram'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 Monogram makes to the United States pursuant to this Agreement and any payments that Monogram 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 by Monogram, and Monogram 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 Monogram or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Monogram 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 Monogram 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. Monogram agrees that the United States, at a minimum, shall be entitled to recoup from Monogram 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 Monogram or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this

paragraph) on Monogram 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 Monogram'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. Monogram 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. Upon receipt of the payment described in Paragraph 1, above, the United States shall file a Notice of Intervention for Purposes of Settlement in the Civil Action, and the Relator and the United States shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The dismissal shall be with prejudice to Relator, with prejudice to the United States as to the Covered Conduct, and without prejudice to the United States as to all other claims.

16. Except as to Relator's claims under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs and as separately agreed to by the Parties in writing, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. 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.

18. 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 Central District of California. 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.

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

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

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

22. This Agreement is binding on Monogram's successors, transferees, heirs, and assigns.

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

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

25. 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: 8/17/2026 BY: _____

Jennifer B. Cook
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 8/14/26 BY: _____

Hunter B. Thomson
Assistant U.S. Attorney
Central District of California

DATED: 8/12/2026 BY: _____

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

MONOGRAM - DEFENDANT

DATED: 08/12/26 BY: Shaminder Gupta, M.D.
President
On behalf of Monogram Health Professional Services, PC

DATED: 8/12/26 BY: Amy D. Kossak
Laura Hoey
Amy D. Kossak
Counsel for Monogram Health Professional Services, PC

DATED: 08/12/26 BY:
Gustavus A. Puryear IV
Chief Legal Officer
On behalf of Monogram Health, Inc.

DATED: 8/12/26 BY: Amy D. Kossak
Laura Hoey
Amy D. Kossak
Counsel for Monogram Health, Inc.

DR. AJAY GUPTA - RELATOR

DATED: 2026-08-13 BY: ajay Gupta
Dr. Ajay Gupta

DATED: 2026-08-13 BY: Matt Finkelberg
Matt E.O. Finkelberg, Esq.
Counsel for Dr. Ajay Gupta