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), InnovAge Holding Corp. (InnovAge), and Monita Poudyal and Karen Lapcewich (Relators) (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. InnovAge provides services to the elderly under the Programs of All-Inclusive Care for the Elderly (PACE). InnovAge has centers in several states, including California, Colorado, New Mexico, and the Commonwealth of Virginia.

B. To be eligible for enrollment with a PACE organization, a person must be entitled to Medicare benefits, be at least fifty-five years old, meet her state's criteria for needing nursing facility services, and live in the service area of the PACE organization. *See* 42 U.S.C. §§ 1395eee(a)(1) and 1395eee(a)(5); *id.* § 1396u–4(a)(5). In turn, PACE organizations receive monthly per-beneficiary capitated payments from Medicare and, if the beneficiary is eligible, from Medicaid. *Id.* § 1395eee(d); *id.* § 1396u–4(d).

C. On September 10, 2021, Relator Monita Poudyal filed a *qui tam* action in the United States District Court for the District of Colorado captioned *United States ex rel. Poudyal v. InnovAge Holding Corp., et al.* (1:21-cv-02464), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Poudyal Civil Action).

D. On July 7, 2022, Relator Karen Lapcewich filed a *qui tam* action in the United States District Court for the District of Colorado captioned *United States ex rel. Lapcewich v. Total Community Options Inc., et al.* (1:22-cv-01686), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Lapcewich Civil Action).

E. The United States contends that InnovAge 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").

F. The United States contends that it has certain civil claims against InnovAge arising from the conduct described below during the period from May 2016 through October 2022 ("Covered Period"). That conduct is referred to below in sub-paragraphs F.1 through F.9 as the "Covered Conduct."

1. PACE organizations, including InnovAge, "must ensure accessible and adequate services to meet the needs of its participants. If necessary, a PACE organization must increase the number of PACE centers, staff, or other PACE services." 42 C.F.R. § 460.98(d)(2). All PACE "[s]ervices must be provided as expeditiously as the participant's health condition requires, taking into account the participant's medical, physical, emotional, and social needs." 42 C.F.R. § 460.98(b)(4). To provide these "comprehensive health care services," 42 U.S.C. § 1395eee(a)(2), a PACE organization must have sufficient contracts with, and access to, medical specialists. 42 C.F.R. § 460.70(a).

2. InnovAge entered into agreements with the Centers for Medicare & Medicaid Services (CMS) and with state Medicaid agencies for the states of California, Colorado, New Mexico, and the Commonwealth of Virginia. In these contracts, InnovAge "agree[d] to make available comprehensive health care services," expressly including "[a]ll Medicare-covered items and services," "[a]ll Medicaid-covered items and services," and all other services "determined necessary to improve and maintain the participant's overall health status." 42 C.F.R. § 460.92(a). These PACE contracts further contained a required "Participant Bill of Rights," *see* 42 C.F.R. § 460.110, which explained participants' right to receive comprehensive health care services (including specialist care).

3. The United States contends that, during the Covered Period, InnovAge enrolled participants and submitted enrollment and other participant medical claims data to CMS for its participants in the states of California, Colorado, New Mexico, and the Commonwealth of Virginia. InnovAge was required by contract and regulation to submit these periodic claims to CMS. InnovAge attested to the accuracy, completeness, and truthfulness of the claims it submitted, resulting in per-participant capitated payments from CMS.

4. The United States contends that, during the Covered Period, InnovAge did not "furnish comprehensive medical . . . services," 42 C.F.R. § 460.98(b)(1), and did not provide all services "as expeditiously as the participant's health condition requires," 42 C.F.R. § 460.98(b)(4), in violation of regulations, contracts, and InnovAge's own internal

policies. Specifically, the United States contends that, in thousands of instances during the Covered Period, InnovAge failed to timely schedule appointments or consultations for specialist medical care, such as for oncology, cardiology, surgery, and neurology.

5. The United States further contends that, during the Covered Period, InnovAge failed to maintain specialist provider networks sufficient to "ensure participants receive appropriate and timely access to all medically necessary care and services." 42 C.F.R. § 460.70(a).

6. The United States contends that, during the Covered Period, InnovAge knew that it had systemic scheduling delays and provided insufficient specialist care based on, among other things: InnovAge's internal reports of medical orders; complaints from providers affiliated with or employed by InnovAge; and internal audits.

7. The United States contends that InnovAge's internal reports of providers' medical orders regularly showed numerous and recurrent delinquent specialist referrals. Several senior InnovAge physicians also complained to InnovAge about the company's scheduling practices and delays for specialist referrals. These complaints included that InnovAge's scheduling practices and delays had negative health care consequences for participants, placed legal risk on InnovAge's healthcare providers, and put InnovAge out of compliance with CMS requirements. InnovAge's internal audits found significant delays in specialist care, including numerous delayed orders, of which many were over a year outstanding.

8. The United States contends that, despite InnovAge's knowledge of its deficiencies in providing timely access to specialist care and maintaining an adequate specialist network, InnovAge did not take sufficient remedial actions during the Covered Period.

9. The United States contends that InnovAge submitted claims for capitated payments for its participants, but failed to disclose its material non-compliance with the regulatory and contractual obligations set forth above during the Covered Period.

G. This Settlement Agreement is not an admission of facts or liability by InnovAge, nor is it a concession by the United States that its claims are not well founded. InnovAge denies the allegations of the Relators and United States in the Civil Actions and the Covered Conduct, respectively.

H. Relator Poudyal claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator Poudyal'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. InnovAge shall pay to the United States $25,656,941 (Settlement Amount) and interest on the Settlement Amount at a rate of 4.5% per annum from May 20, 2026, of which $12,828,470.50 is restitution, no later than ten 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 $4,489,964 plus a proportionate share of interest to Relator Poudyal by electronic funds transfer (Relator's Share).

3. InnovAge intends on entering separate settlement agreement(s) (State Settlements) with the States of California, Colorado, New Mexico, and the Commonwealth of Virginia (States) to resolve claims related to the Covered Conduct concurrently with the execution of this Agreement. InnovAge has agreed to pay a total of $10,343,059, of which $5,171,528.50 is restitution, plus applicable interest, to the States pursuant to the State Settlements.

4. Within 10 days of the Effective Date of this Agreement, InnovAge shall pay to Relator Poudyal the sum of $195,349.24 for expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d). Within a reasonable time upon execution of this Agreement, Relator Poudyal shall provide wire instructions to InnovAge in order to effectuate this payment.

5. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraph 1, the United States releases InnovAge—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; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, or fraud.

6. Subject to the exceptions in Paragraph 7 below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraph 1, each Relator, for herself and for her heirs, beneficiaries, successors, attorneys, agents, and assigns, fully and finally releases, waives, and forever discharges InnovAge, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, and the predecessors, successors, and assigns of any of them and each of its and their current or former owners, directors, officers, and employees, representatives, servants, agents, consultants, and attorneys, individually and collectively, from any civil monetary claim the Relator has or may have the ability to bring on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and any claims, allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that she, her heirs, beneficiaries, successors, attorneys, agents, and assigns otherwise would have standing to bring, including, without limitation, any and all claims that the Relator asserted or could have asserted in the Civil Actions.

7. Notwithstanding the releases given in Paragraphs 5 and 6 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. 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.

8. Each 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 Poudyal's receipt of the Relator's Share, each 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 Actions or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Actions.

9. Each Relator, for herself, and for her heirs, beneficiaries, successors, attorneys, agents, and assigns, releases InnovAge, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, and the predecessors, successors, and assigns of any of them and each of its and their current or former owners, directors, officers, and employees, representatives, servants, agents, consultants, and attorneys, individually and collectively, from any liability to Relator arising from the filing of the Civil Actions, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

10. InnovAge waives and shall not assert any defenses InnovAge 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.

11. InnovAge 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 InnovAge 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.

12. InnovAge fully and finally releases the Relators and their respective heirs, successors, attorneys, agents and assigns from any claims (including for attorneys' fees, costs, and expenses of every kind and however denominated), allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that InnovAge, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, and the predecessors, successors, and assigns of any of them and each of its and their current or former owners, directors, officers, and employees, representatives, servants, agents, consultants, and attorneys, individually and collectively, otherwise would have standing to bring.

13. 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 InnovAge 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.

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

c. Treatment of Unallowable Costs Previously Submitted for Payment: InnovAge further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare fiscal intermediaries, carriers, and/or contractors, and Medicaid 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 InnovAge 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. InnovAge agrees that the United States, at a minimum, shall be entitled to recoup from InnovAge 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 InnovAge or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this

paragraph) on InnovAge 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 InnovAge's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

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. InnovAge 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 payers based upon the claims defined as Covered Conduct.

17. Upon the United States' receipt of the payment described in Paragraph 1, above, the States' receipt of the full amounts owing from InnovAge under the State Settlements, and Relator Poudyal's receipt of the payment described in Paragraph 4, above, the United States, the States, and each Relator shall promptly sign and file in each 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 into 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 District of Colorado. 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 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 InnovAge's successors, transferees, heirs, and assigns.

25. This Agreement is binding on Relators' 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: 10/20/26 BY: _____

YIFAN WANG
DAVID GOODALL MILLER
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 10/20/2026 BY: _____

LILA M. BATEMAN
Assistant United States Attorney
United States Attorney's Office
District of Colorado
United States Department of Justice

DATED: _____ BY: _____

KENNETH D. KRAFT
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: _____ BY: _____

YIFAN WANG
DAVID GOODALL MILLER
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____

LILA M. BATEMAN
Assistant United States Attorney
United States Attorney's Office
District of Colorado
United States Department of Justice

DATED: _____ BY: KENNETH KRAFT Digitally signed by KENNETH KRAFT Date: 2026.10.20 15:39:42 -04'00'

KENNETH D. KRAFT
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

INNOVAGE - DEFENDANT

DATED: 10-22-26 BY: _____
PATRICK BLAIR
Chief Executive Officer, InnovAge

DATED: 10-22-26 BY: _____
MATTHEW D. BENEDETTO
Wilmer Cutler Pickering Hale and Dorr LLP

and

DATED: 10-22-26 BY: _____
MARK E. SCHNEIDER
Kirkland & Ellis LLP

Counsel for InnovAge

MONITA POUDYAL - RELATOR

DATED: 10/19/2026 BY: _____
MONITA POUDYAL
Relator

DATED: October 19, 2026 BY: _____
GREGG SHAPIRO
Gregg Shapiro Law
Counsel for Relator Poudyal

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KAREN LAPCEWICH - RELATOR

DATED: 10/21/2026 BY: _____
KAREN LAPCEWICH
Relator

DATED: 10/21/2026 BY: _____
CAITLYN SILHAN
Waters Kraus Paul & Siegel
Counsel for Relator Lapcewich