

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”); Vascular and Interventional Specialists, LLC (“VIS”), Vascular and Spine Institute, Inc. (“VSI”), Oscar Sosa, M.D. (“Sosa”), Osmany DeAngelo, D.O. (“DeAngelo”) (VIS, VSI, Sosa, and DeAngelo collectively, “Defendants”); Peter Clayton (“Clayton”) and Emilio Lopez (the “Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

- A. Defendant VIS provides office-based outpatient vascular and interventional radiology services in Miami, Florida, including the diagnosis and treatment of vascular disease and the management of dialysis access.
- B. Defendant VSI billed Medicare and other federal healthcare programs for services provided by VIS and its individual practitioners, including DeAngelo and Sosa, who performed or oversaw the procedures at issue. Clayton is a partial owner of VSI and served as the Executive Director of VIS.
- C. Defendants were participating providers in the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”), a federally funded program that subsidizes health insurance for the elderly and disabled. As participants in the program, Defendants were required to comply with applicable Medicare laws, regulations, and guidance, including billing and documentation requirements.
- D. On May 15, 2020, Relator filed a qui tam action in the United States District Court for the Southern District of Florida, captioned United States of American ex rel. Emilio

Lopez, M.D. v. Vascular and Interventional Specialists, LLC, a Florida Limited Liability Company, Oscar Sosa, M.D., Peter Clayton, and Osmany Deangelo, M.D., Case No. 1:20-cv-22046, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). The United States partially intervened in the Civil Action on July 13, 2023, and on January 18, 2024, the United States filed its corrected complaint in intervention captioned United States of America, ex rel. Emilio Lopez, M.D. v. Vascular and Interventional Specialists, LLC, a Florida Limited Liability Company, Vascular and Spine Institute, Inc., a Florida Corporation, Oscar Sosa, M.D., and Osmany Deangelo, D.O. On April 8, 2024, the United States filed its Amended Complaint in Intervention.

E. The United States contends that Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395III.

F. The United States contends that it has certain civil claims against Defendants for submitting or causing to be submitted false claims to Medicare for Percutaneous Transluminal Angioplasties that were not reasonably or medically necessary because those services were performed without appropriate diagnostic imaging or clinical justification during the period from January 1, 2015 through September 30, 2019. That conduct is referred to below as the “Covered Conduct.”

G. This Agreement is neither an admission of liability by the Defendants nor a concession by the United States that its claims are not well founded.

H. 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. Defendants shall pay to the United States \$810,301.39 ("Settlement Amount"), of which \$337,625.58 is restitution, no later than 14 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Southern District of Florida.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay \$186,369.32 to Relator by electronic funds transfer ("Relator's Share").

3. Defendants shall pay Relator \$85,000.00 as reasonable expenses, including reasonable attorneys' fees and costs, as set forth in 31 U.S.C. § 3730(d)(1) by electronic funds transfer pursuant to written instructions to be provided by counsel for Relator.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Defendants, including any parent, subsidiary, or affiliated corporate entities, 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 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, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Defendants and Clayton, including any owners, members, officers, present and former employees, and parent, subsidiary, or affiliated corporate entities, 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 and from any claim the Relator has made, or could have made, filed, asserted, pursued, maintained, claimed or alleged, including but not limited to all causes of actions, complaints, suits, demands, damages (including punitive or exemplary damages), liabilities, grievances, or losses, whether know or unknown, asserted or unasserted, direct or consequential, suspected or unsuspected, in law or in equity, under any theory in contract, tort, statute, or otherwise of whatsoever nature or howsoever arising from the beginning of the world to the Effective Date of this Agreement.

6. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code ("Internal Revenue Code");
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals; 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 Defendants and Clayton, and their officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action and the Amended Complaint in Intervention, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. Defendants waive and shall not assert any defenses Defendants 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. Defendants fully and finally release 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 Defendants have 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. Defendants and Clayton fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that

Defendants and Clayton have asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct, the allegations of the Complaint and the Amended Complaint in Intervention and the Relator's investigation and prosecution thereof.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

13. Defendants agree 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 Defendants, their 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) Defendants' 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 Defendants makes to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorney's 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 Defendants, and Defendants 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 Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement, they 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 Defendants or any of their 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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

14. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their 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. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their 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. Defendants agree that they waive 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, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action with prejudice 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 Southern 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.

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 Defendants and Clayton'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: 6/13/25

BY:

MATTHEW J. FEELEY
Assistant United States Attorney
United States Attorney's Office for
the Southern District of Florida

Digitally signed by SUSAN

GILLIN
Date: 2025.06.12 11:33:37
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DATED: 6/12/25

BY:

SUSAN GILLIN

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

VASCULAR AND INTERVENTIONAL SPECIALISTS, LLC - DEFENDANT

DATED: 6/3/25

BY:


PETER CLAYTON
Manager

DATED: 6/6/25

BY:


GREGORY R. JONES
Polsinelli LLP
Counsel for Vascular and Interventional Specialists, LLC

VASCULAR AND SPINE INSTITUTE, INC. - DEFENDANT

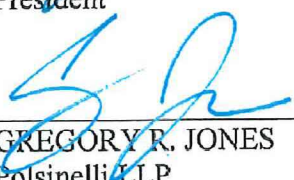
DATED: June 3, 2025

BY:


GARY TIE-SHUE
President

DATED: 6/6/25

BY:


GREGORY R. JONES
Polsinelli LLP
Counsel for Vascular and Spine Institute, Inc.

OSCAR SOSA, M.D. - DEFENDANT

DATED: 6/3/25

BY:



OSCAR SOSA, M.D.

DATED: 6/6/25

BY:



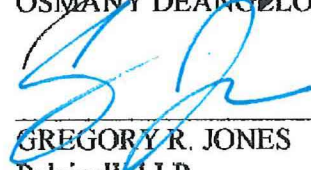
GREGORY R. JONES

Polsinelli LLP

Counsel for Oscar Sosa, M.D.

OSMANY DEANGELO, D.O. - DEFENDANT

DATED: 6/5/2025 BY: 
OSMANY DEANGELO, D.O.

DATED: 6/6/25 BY: 
GREGORY R. JONES
Polsinelli LLP
Counsel for Osmany Deangelo, D.O.

DATED: 6/3/25


BY:

PETER CLAYTON


PETER CLAYTON

DATED: 6/6/25

BY:



GREGORY R. JONES
Polsinelli LLP
Counsel for Peter Clayton

EMILIO LOPEZ, M.D. - RELATOR

DATED: 06/02/2025

BY: 
EMILIO LOPEZ, M.D.

DATED: 06/03/2025

BY: 
GERALD GREENBERG
Gelber Schachter & Greenberg, P.A.
Counsel for Emilio Lopez, M.D.