

March 17, 2022

BY CERTIFIED MAIL

United States Attorney's Office for the District of Vermont
Attn: Civil and Criminal Chiefs
United States Courthouse and Federal Building
P.O. Box 570
11 Elmwood Avenue, 3rd Floor
Burlington, VT 05402-0570

Re: **Practice Fusion, Inc. – Settlement & Release Agreement**

Dear Counsel:

This binding letter agreement (“Agreement”) confirms certain agreements between the United States of America and Practice Fusion, Inc. (“Practice Fusion”) (collectively, the “Parties”) with respect to matters described below. Reference is made to the Deferred Prosecution Agreement between the Parties, dated January 27, 2020 (the “Deferred Prosecution Agreement” or “DPA”).

The purpose of this letter is to memorialize the agreement between the Parties and resolve an alleged breach of the Deferred Prosecution Agreement, as follows:

WHEREAS, the U.S. Attorney's Office for the District of Vermont (the “Office”) sent a letter to Practice Fusion on August 25, 2021 notifying Practice Fusion that it may be in violation of its obligations under the DPA by failing to (1) retain a new Oversight Organization following the resignation of its previous Oversight Organization; (2) provide the previous Oversight Organization with adequate access to information and witnesses to discharge its oversight responsibilities; and (3) pay for certain expenses incurred by the Oversight Organization (the “Notice Letter”);

WHEREAS, Practice Fusion responded to those allegations in a presentation provided to the Office on October 6, 2021, and in a letter sent to the Office on November 3, 2021, in which Practice Fusion denied that such breaches occurred and, if any breach occurred, such breaches had been cured; and

WHEREAS, the Parties have agreed to settle the matter according to the terms herein;

NOW, THEREFORE, in consideration of the recitals, mutual promises, and agreements herein, the Parties, intending to be bound, hereby agree as follows:

1. Practice Fusion agrees to pay a total of \$200,000 to the United States (the “Settlement Amount”) to resolve the matter relating to the conduct described in the Notice Letter. Practice Fusion agrees to transfer the Settlement Amount to the United States within 10 calendar days after the Office has signed and delivered an executed copy of this agreement

to Practice Fusion and has provided wire instructions for the payment of the Settlement Amount.

2. The Parties agree that this Agreement is not intended to, and does not, constitute an admission of liability for a breach of the DPA by Practice Fusion.
3. The Parties agree that the term of the DPA shall be extended an additional 11 weeks, and the Parties' obligations thereunder shall terminate on April 13, 2023.
4. Upon the United States' receipt of the Settlement Amount, the United States hereby releases Practice Fusion, together with its predecessors, and its current and former divisions, parents, subsidiaries, successors, and assigns, from any civil or administrative monetary claim the United States has against Practice Fusion for the conduct described in the Notice Letter.

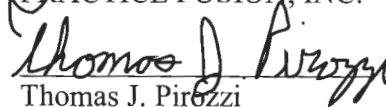
This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Vermont. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except in writing signed by the Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed acceptable and binding.

By executing this Agreement through its duly authorized representative, each of the undersigned acknowledges and agrees to the terms set forth herein.

Respectfully submitted,

PRACTICE FUSION, INC.

By:




Thomas J. Pirizzi

VP & Chief Compliance Counsel,
Veradigm Officer, Practice Fusion, Inc.

AGREED AND ACCEPTED on behalf of the United States of America on this 18th day of
March, 2022:

UNITED STATES OF AMERICA

NIKOLAS P. KEREST
United States Attorney

By: 
OWEN C.J. FOSTER
MICHAEL P. DRESCHER
Assistant U.S. Attorneys