

## 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”); the Commonwealth of Massachusetts, acting through the Massachusetts Attorney General’s Office and on behalf of the Executive Office of Health and Human Services (“EOHHS”) and the Group Insurance Commission (“GIC”) (collectively, “Massachusetts”); Nova Psychiatric Services, P.C., Patriot Behavioral Health, Inc., and Dr. Alexandra Accardi (collectively, the “Defendants”); and Jessica Spissinger and Matthew Peculis (collectively, the “Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. Nova Psychiatric Services, P.C. (“Nova”) is a behavioral health company with offices in Quincy and Weymouth, Massachusetts that provides medication management and psychotherapy services to patients insured by federal and state healthcare programs and private insurers. Patriot Behavioral Health, Inc., formerly known as Patriot Eldercare, Inc. (“Patriot”), is a behavioral health company in Quincy that provided medication management and psychotherapy services to Medicaid fee-for-service and managed care patients. In 2021, Nova and Patriot rebranded to Prime Behavioral Health (“Prime”). Dr. Alexandra Accardi (“Accardi”), throughout the Relevant Period (defined below), was a practicing psychiatrist licensed in Massachusetts and was the president and director of Nova and Patriot (and as later rebranded, Prime).

B. On May 17, 2019, the Relators filed a qui tam action in the United States District Court for the District of Massachusetts captioned *United States and Commonwealth of*

*Massachusetts ex rel. Jessica Spissinger and Matthew Peculis v. Nova Psychiatric Services, P.C.; Maron DGA, P.C d/b/a Dana Group Associates; and Patriot Behavioral Health, Inc. f/k/a Patriot Eldercare, Inc.*, 19-cv-11137-ADB, pursuant to the qui tam provisions of the federal False Claims Act, 31 U.S.C. § 3730(b) and the Massachusetts False Claims Act, M. G. L.c. 12, § 5A (Civil Action). The United States and Massachusetts intervened in part in the Civil Action on August 8, 2024.

C. The United States contends that the 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. §§ 1395-1395lll (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); and the Group Insurance Commission, M. G. L.c. 32, § 1, *et seq.* (“GIC”).

D. The United States and Massachusetts contend that they have certain civil claims against the Defendants arising from their submission, or having caused the submission of, false claims to Medicare, Medicaid, and GIC that sought reimbursement for the provision of add-on psychotherapy services never performed and for evaluation and management services billed at a higher complexity than was actually performed during the period between January 1, 2017, through May 18, 2023 (“Relevant Period”).

E. Nova, Patriot, and Accardi admit, acknowledge, and accept responsibility for the following facts:

1. During the Relevant Period, Nova and Patriot provided behavioral health services, including medication management and add-on psychotherapy, to patients enrolled in Medicare, Medicaid, and/or GIC.

2. Nova and Patriot billed Medicare, Medicaid, and/or GIC to obtain reimbursement for the provision of medication management services by submitting the Current Procedural Terminology (“CPT”) codes for evaluation and management (“E&M”) services. For

a new patient, the E&M CPT codes were, and still are, 99202 through 99205; and for an established patient, the E&M CPT codes were, and still are, 99212 through 99215. Nova and Patriot also billed Medicare, Medicaid, and/or GIC to obtain reimbursement for the provision of add-on psychotherapy by using the CPT codes 90833, signifying the performance of 16 to 37 minutes of psychotherapy in addition to medication management services, and 90836, signifying the performance of 38 to 52 minutes of psychotherapy in addition to medication management services.

3. Nova, Patriot, and Accardi understood that Medicare, Medicaid, and GIC only reimburse for medication management services and add-on psychotherapy that were actually performed.

4. During the Relevant Period, Nova and Patriot submitted claims to Medicare, Medicaid, and GIC for medication management visits that included add-on psychotherapy CPT codes for certain behavioral health clinicians who did not provide add-on psychotherapy services.

5. In many instances, Nova's and Patriot's behavioral health clinicians submitted CPT codes to Nova's and Patriot's billing departments reflecting that the clinicians only performed medication management services for patients. Nova's Chief Operating Officer ("COO") and several of Nova's and Patriot's management team instructed independent contractors to supplement the behavioral health clinicians' chosen medication management CPT codes with add-on psychotherapy CPT codes. The COO did not instruct the independent contractors to review the behavioral health clinicians' medical records to determine whether the behavioral health clinicians actually provided psychotherapy services. Moreover, the independent contractors added add-on psychotherapy CPT codes without asking the behavioral

health clinicians whether they performed psychotherapy services or informing the behavioral health clinicians that they were billing add-on psychotherapy CPT codes.

6. During the Relevant Period, Nova and Patriot employees repeatedly raised concerns to Accardi and Nova's COO about these billing practices. Numerous behavioral health clinicians complained to Accardi, Nova's COO, and Nova's and Patriot's management team that they observed Nova and Patriot had submitted claims for add-on psychotherapy services they did not perform. Yet, Nova, Patriot, and Accardi made no changes to their billing practices.

7. In several instances during the relevant period, Nova and Patriot billed Medicare, Medicaid, and GIC for more psychotherapy services and medication management services than behavioral health clinicians actually performed.

8. Nova's COO pleaded guilty to six counts of Healthcare Fraud, 18 U.S.C. § 1347, on September 10, 2024, related to his directing independent contractors with no billing or medical training to submit false claims to health insurance programs, including Medicare, Medicaid, and GIC, on behalf of Nova and Patriot for add-on psychotherapy services that behavioral health clinicians did not perform and for more complex and expensive treatment than behavioral health clinicians provided.

F. The foregoing conduct described in Paragraph E, including subparagraphs, is hereinafter referred to as the "Covered Conduct." The United States and Massachusetts contend that, as a result of the Covered Conduct, Nova, Patriot, and Accardi submitted, or caused to be submitted, false claims to Medicare, Medicaid, and GIC.

G. Relators claim entitlement under 31 U.S.C. § 3730(d) and M. G. L.c. 12, § 5B(a) to a share of the proceeds of this Settlement Agreement and to Relators' reasonable expenses, attorneys' fees and costs.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Nova, Patriot, and Accardi shall collectively pay to the United States and Massachusetts \$1,400,000.00 (“Settlement Amount”) and interest on the Settlement Amount at a rate of 4.125% per annum from December 12, 2025, of which \$700,000 is restitution.

- a. The payment to the United States shall be \$1,156,400 plus interest (“U.S. Settlement Amount”) broken down as follows and as set forth in Exhibit A:
  - i. \$289,100 plus interest within ten (10) days of the Effective Date of this Agreement;
  - ii. \$289,100 plus interest on or before May 30, 2026;
  - iii. \$289,100 plus interest on or before August 30, 2026; and
  - iv. \$289,100 plus interest on or before November 30, 2026.

Payment shall be made by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Massachusetts.

- b. The payment to Massachusetts shall be \$243,600 plus interest (“Massachusetts Settlement Amount”) broken down as follows and as set forth in Exhibit B:
  - i. \$60,900 plus interest within ten (10) days of the Effective Date of the Agreement;
  - ii. \$60,900 plus interest on or before May 30, 2026;
  - iii. \$60,900 plus interest on or before August 30, 2026;
  - iv. \$60,900 plus interest on or before November 30, 2026.

Payment shall be made by electronic funds transfer pursuant to written instructions to be provided by the Massachusetts Attorney General's Office.

2. Conditioned upon the United States receiving the U.S. Settlement Amount and as soon as feasible after receipt, the United States shall pay \$202,370 plus interest to Relators by electronic funds transfer ("United States' portion of the Relator's Share").

3. Conditioned upon Massachusetts receiving the Massachusetts Settlement Amount and as soon as feasible after receipt, Massachusetts shall pay \$42,630 plus interest to Relators by electronic funds transfer ("Massachusetts' portion of the Relator's Share").

4. Relators expressly reserve their right to pursue Relators' reasonable expenses, attorneys' fees and costs under 31 U.S.C. § 3730(d) and M. G. L.c. 12, § 5B(a) against Defendants, and their heirs, successors, transferees, attorneys, agents, assigns, 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.

5. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below, and subject to Paragraph 22 (concerning default), and upon the United States' receipt of the U.S. Settlement Amount plus interest, the United States releases Nova, Patriot, and Accardi 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.

6. Subject to the exceptions in Paragraph 10 (concerning reserved claims) below, and subject to Paragraph 22 (concerning default), and upon Massachusetts' receipt of the Massachusetts Settlement Amount plus interest, Massachusetts releases Nova, Patriot, and

Accardi from any civil or administrative monetary claim Massachusetts has for the Covered Conduct under the Massachusetts False Claims Act, M. G. L.c. 12, § 5A – O, or the common law theories of payment by mistake, unjust enrichment, and fraud.

7. Subject to the exceptions in Paragraph 9 below, and subject to Paragraph 22 (concerning default), and upon the United States' receipt of the U.S. Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Nova, Patriot, and Accardi from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; provided, however, Relators specifically reserve and do not release their claims for Relators' attorneys' fees, costs, and expenses under 31 U.S.C. § 3730(d) and M. G. L.c. 12, § 5B(a).

8. Subject to the exceptions in Paragraph 9 below, and subject to Paragraph 22 (concerning default), and upon Massachusetts' receipt of the Massachusetts Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Nova, Patriot, and Accardi from any civil monetary claim the Relators have on behalf of Massachusetts for the Covered Conduct under the Massachusetts False Claims Act, M. G. L.c. 12, § 5A-O; provided, however, Relators specifically reserve and do not release their claims for Relators' attorneys' fees, costs, and expenses under 31 U.S.C. § 3730(d) and M. G. L.c. 12, § 5B(a).

9. 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 and Massachusetts 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) and Massachusetts (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 not including Accardi;
- 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; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

10. Relators and their 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 Relators' receipt of the United States portion of the Relators' Share, Relators and their 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.

11. Relators and their 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 M. G. L.c. 12, § 5D. Conditioned upon Relators' receipt

of the Massachusetts portion of the Relators' Share, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge Massachusetts, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under M. G. L.c. 12, § 5A-O, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

12. Conditioned upon the United States' and the Commonwealth of Massachusetts' receipt of the Settlement Amount plus applicable interest, Relators, for themselves, and for their heirs, successors, attorneys, agents, and assigns, release Nova, Patriot, and Accardi, and their officers, agents, and employees, from any liability to Relators arising from the filing of the Civil Action, except that Relators specifically reserve and do not release their claims for Relators' attorneys' fees, costs, and expenses under 31 U.S.C. § 3730(d) and M. G. L.c. 12, § 5B(a).

13. Nova, Patriot, and Accardi waive and shall not assert any defenses Nova, Patriot, and Accardi 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.

14. Nova, Patriot, and Accardi 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 Nova, Patriot, and/or Accardi 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.

15. Nova, Patriot, and Accardi fully and finally release Massachusetts, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Nova, Patriot, and/or Accardi have asserted, could have asserted, or may assert in the future against Massachusetts, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or Massachusetts' investigation or prosecution thereof.

16. Nova, Patriot, and Accardi together with their heirs, successors, transferees, attorneys, agents, assigns, employees, personal and legal representatives, 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, fully and finally release the Relators and their heirs, personal and legal representatives, successors, attorneys, agents, and assigns from all liabilities, claims, demands, actions, causes of action, proceedings, suits, debts, obligations, losses, liens, damages, punitive damages, costs, and expenses of any kind or description, character or nature whatsoever, whether 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 in common law (including attorneys' fees, costs, and expenses of every kind and however denominated) that Nova, Patriot, and Accardi or their heirs, successors, transferees, attorneys, agents, assigns, employees, personal and legal representatives, 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, have asserted, could have asserted, or may assert in the future against the Relators and their heirs, personal and legal representatives, successors, attorneys, agents, and assigns, related to the Covered Conduct, the allegations set forth in the Civil Action, the Relators' investigation and prosecution thereof, and Relators' employment with Defendants.

17. 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), Medicaid, or any state payer, including GIC, related to the Covered Conduct; and Nova, Patriot, and Accardi agree not to resubmit to any Medicare contractor, Medicaid, or any state payer, including GIC, any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

18. Nova, Patriot, and Accardi 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. §§ 1395-1395III and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Nova, Patriot, and Accardi, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' and Massachusetts' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Nova's, Patriot's, and Accardi's investigation, defense, and corrective actions undertaken in response to the United States' and Massachusetts' 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 Nova, Patriot, and Accardi makes to the United States and Massachusetts pursuant to this Agreement and any payments that Nova,

Patriot, and Accardi may make to Relators, 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) and GIC (hereinafter referred to as “Unallowable Costs”).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Nova, Patriot, and/or Accardi, and Nova, Patriot, and/or Accardi shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States, any State Medicaid program, or GIC, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Nova and Patriot or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, FEHBP, or GIC Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Nova, Patriot, and Accardi 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, Medicaid, FEHBP, and GIC fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, any State Medicaid program, or GIC, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Nova and/or Patriot 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. Nova, Patriot, and Accardi agree that the United States and/or Massachusetts, at a minimum, shall be entitled to recoup from Nova, Patriot, and/or Accardi 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, and/or Massachusetts pursuant to the direction of the Massachusetts Attorney General's Office. The United States and Massachusetts reserve their rights to disagree with any calculations submitted by Nova and/or Patriot or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Nova and/or Patriot 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 and/or Massachusetts to audit, examine, or re-examine Nova's, Patriot's, and/or Accardi's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

19. Nova, Patriot, and Accardi agree to cooperate fully and truthfully with the United States' and Massachusetts' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Nova, Patriot, and/or Accardi shall encourage, and agree not to impair, the cooperation of Nova's and Patriot's directors, officers, and employees, and shall use its 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. Nova, Patriot, and Accardi further agree to furnish to the United States and/or Massachusetts, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its 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.

20. 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 23 (waiver for beneficiaries paragraph), below.

21. Nova, Patriot, and Accardi 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.

22. The Settlement Amount represents the amount the United States and Massachusetts are willing to accept in compromise of their civil claims arising from the Covered Conduct.

a. In the event that Nova, Patriot, and/or Accardi fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Nova, Patriot, and Accardi shall be in Default of Nova, Patriot, and Accardi's payment obligations ("Default"). The United States and/or Massachusetts will provide a written Notice of Default, and Nova, Patriot, and Accardi 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 Nova, Patriot, and Accardi, or to such other representative as Nova, Patriot, and Accardi shall designate in advance in writing. If Nova, Patriot, and Accardi 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 and/or Massachusetts 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, Nova, Patriot, and Accardi agree that the United States and/or Massachusetts, at their 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 Nova, Patriot, and Accardi for the claims that would otherwise be covered by the releases provided in Paragraph 5 and 6 above, with any recovery reduced by the amount of any payments previously made by Nova, Patriot, and Accardi to the United States and/or Massachusetts 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 Nova, Patriot, and Accardi and/or affiliated companies by any department, agency, or agent of the United States and/or Massachusetts 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 and Massachusetts 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 and/or Massachusetts pursue a collection action, Nova, Patriot, and Accardi agree immediately to pay the United States and/or Massachusetts 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' and/or Massachusetts' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States and/or Massachusetts opt to rescind this Agreement pursuant to this paragraph, Nova, Patriot, and Accardi waive and agree 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 and/or Massachusetts against Nova,

Patriot, and Accardi 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 the Effective Date of the Agreement. Nova, Patriot, and Accardi agree not to contest any offset, recoupment, and /or collection action undertaken by the United States and/or Massachusetts pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States and/or Massachusetts.

c. In the event of Uncured Default, OIG-HHS may exclude Nova, Patriot, and/or Accardi from participating in all Federal health care programs until Nova, Patriot, and Accardi pay the Settlement Amount, with interest, as set forth above (“Exclusion for Default”). OIG-HHS will provide written notice of any such exclusion to Nova, Patriot, and Accardi. Nova, Patriot, and Accardi waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree 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, Nova, Patriot, and Accardi wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Nova, Patriot, and Accardi 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.

23. Upon receipt of the payments 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 pursuant to Rule 41(a)(1), except for Relators’ claims for attorneys’ fees, costs, and expenses. Relators expressly reserve their rights to pursue their claims for attorneys’ fees, costs and expenses under 31 U.S.C. § 3730(d) and M. G. L.c. 12, § 5B(a) against Defendants and their heirs, successors, transferees, attorneys, agents, assigns, 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.

24. Except as set forth in Paragraph 4 regarding Relators' right to pursue reasonable expenses, attorneys' fees and costs under 31 U.S.C. § 3730(d) and M. G. L.c. 12, § 5B(a), each Party shall bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

25. Each party and signatory to this Agreement represents that they freely and voluntarily enter in to this Agreement without any degree of duress or compulsion.

26. 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 Massachusetts. 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.

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

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

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


30. This Agreement is binding on Nova's, Patriot's, and Accardi's successors, transferees, heirs, and assigns.

31. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

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

33. 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: 5/13/20 BY:   
LINDSEY G. ROSS  
STEVEN T. SHAROBEM  
Assistant United States Attorneys  
District of Massachusetts

DATED: \_\_\_\_\_ BY: SPENCER TURNBULL  
Digitally signed by  
SPENCER TURNBULL  
Date: 2026.03.26 16:32:16  
-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

**COMMONWEALTH OF MASSACHUSETTS**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
DR. KIAME MAHANIAH  
Secretary  
Executive Office of Health and Human Services

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
MATTHEW VENO  
Executive Director  
Massachusetts Group Insurance Commission

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
KEVIN LOWNDS  
Chief, Medicaid Fraud Control Division  
Massachusetts Attorney General's Office

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
BERNARDO CUADRA  
Deputy Chief, False Claims Act Division  
Massachusetts Attorney General's Office

**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

LINDSEY G. ROSS  
STEVEN T. SHAROBEM  
Assistant United States Attorneys  
District of Massachusetts

DATED: \_\_\_\_\_


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

**COMMONWEALTH OF MASSACHUSETTS**

DATED: 3/25/26

BY: \_\_\_\_\_

  
DR. KIAME MAHANIAH  
Secretary  
Executive Office of Health and Human Services


DATED: \_\_\_\_\_

BY: \_\_\_\_\_

MATTHEW VENO  
Executive Director  
Massachusetts Group Insurance Commission

DATED: 3/25/26

BY: \_\_\_\_\_

  
KEVIN LOWNDS  
Chief, Medicaid Fraud Control Division  
Massachusetts Attorney General's Office

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

BERNARDO CUADRA  
Deputy Chief, False Claims Act Division  
Massachusetts Attorney General's Office

**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
LINDSEY G. ROSS  
STEVEN T. SHAROBEM  
Assistant United States Attorneys  
District of Massachusetts

DATED: \_\_\_\_\_

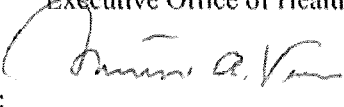
BY: \_\_\_\_\_  
SUSAN E. GILLIN  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

**COMMONWEALTH OF MASSACHUSETTS**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
DR. KIAME MAHANIAH  
Secretary  
Executive Office of Health and Human Services

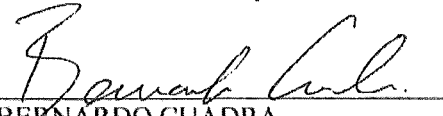
DATED: 3/25/2026

BY:   
\_\_\_\_\_  
MATTHEW VENO  
Executive Director  
Massachusetts Group Insurance Commission

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
KEVIN LOWNDS  
Chief, Medicaid Fraud Control Division  
Massachusetts Attorney General's Office

DATED: 3/25/2026

BY:   
\_\_\_\_\_  
BERNARDO CUADRA  
Deputy Chief, False Claims Act Division  
Massachusetts Attorney General's Office

NOVA PSYCHIATRIC SERVICES, P.C.

DATED: 5/13/2026 BY: Alexandra L. Accardi M.D.  
ALEXANDRA L. ACCARDI, M.D.  
President

DATED: 5/13/2026 BY: John Pavlos  
JOHN PAVLOS  
Counsel for Nova Psychiatric Services, P.C.

PATRIOT BEHAVIORAL HEALTH, INC.

DATED: 5/23/2026 BY: Alexandra L. Accardi M.D.  
ALEXANDRA L. ACCARDI, M.D.  
President

DATED: 5/13/2026 BY: John Pavlos  
JOHN PAVLOS  
Counsel for Patriot Behavioral Health, Inc.

ALEXANDRA L. ACCARDI, M.D.

DATED: 5/13/2026 BY: Alexandra L. Accardi M.D.  
ALEXANDRA L. ACCARDI, M.D.


DATED: 5/13/2026 BY: John Pavlos  
JOHN PAVLOS  
Counsel for Alexandra L. Accardi, M.D.

**JESSICA SPISSINGER - RELATOR**

DATED: 5/4/2026

BY:   
\_\_\_\_\_  
JESSICA SPISSINGER

DATED: 5/4/2026

BY:   
\_\_\_\_\_  
JEFFREY A. NEWMAN  
Counsel for Jessica Spissinger

**MATTHEW PECULIS - RELATOR**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
MATTHEW PECULIS

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JEFFREY A. NEWMAN  
Counsel for Matthew Peculis

**JESSICA SPISSINGER - RELATOR**

DATED: \_\_\_\_\_

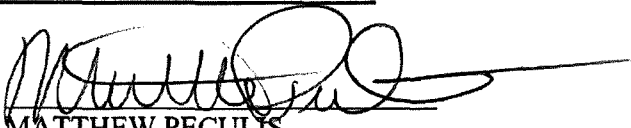
BY: \_\_\_\_\_  
JESSICA SPISSINGER

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JEFFREY A. NEWMAN  
Counsel for Jessica Spissinger

**MATTHEW PECULIS - RELATOR**

DATED: 5/4/24

BY:   
MATTHEW PECULIS

DATED: 5/4/2026

BY: Jeffrey A. Newman  
JEFFREY A. NEWMAN  
Counsel for Matthew Peculis

# Exhibit A – United States

Due Date	Base Payment	US Base	US 4.125%	US Balance to be Paid*	US Remaining Principal Owed
					\$1,156,400.00
5/18/2026	\$350,000	\$289,100.00	\$20,518.18	\$309,618.18	867,300.00
7/17/2026	\$350,000	\$289,100.00	\$5,684.97	\$294,784.97	578,200.00
10/16/2026	\$350,000	\$289,100.00	\$5,881.01	\$294,981.01	289,100.00
1/18/2027	\$350,000	\$289,100.00	\$2,940.50	\$292,040.50	0.00
Total	\$1,400,000	\$1,156,400.00	\$35,024.66	\$1,191,424.66	

## Exhibit B – Massachusetts

Due Date	Base Payment	MA Base	MA 4.125%	MA Balance to be Paid*	MA Remaining Principal Owed
					\$243,600.00
5/18/2026	\$350,000	\$60,900	\$4,322.23	\$65,222.23	182,700.00
7/17/2026	\$350,000	\$60,900	\$1,197.56	\$62,097.56	121,800.00
10/16/2026	\$350,000	\$60,900	\$1,238.86	\$62,138.86	60,900.00
1/18/2027	\$350,000	\$60,900	\$619.43	\$61,519.43	0.00
Total	\$1,400,000	\$243,600.00	\$7,378.08	\$250,978.08	