SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into between the United States of America, acting through the United States Department of Justice ("United States") and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS"), and Alexandria Williams, M.D. ("Dr. Williams"). The United States and Dr. Williams are together referred to herein as the "Parties."

RECITALS

A. Dr. Williams was a licensed physician in the State of Massachusetts.

B. Medicare is a federal health care benefit program that provides health insurance to elderly and disabled citizens in the United States. Medicare provides health insurance coverage for eligible health care services, including hospital services, outpatient medical services, medical equipment, prescription drug costs, and certain types of diagnostic laboratory testing.

C. Between December 2018 and April 2019, Dr. Williams was a participant in the Medicare program. To enroll and participate in the Medicare program, Dr. Williams was required to submit a Medicare Enrollment Application and certify that she would meet all requirements of the Medicare program. To participate in the Medicare program, Dr. Williams was required to certify that she understood that she was required to comply, and would comply, with Medicare laws, regulations, and program instructions. Dr. Williams further certified that she would "not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare."

D. Dr. Williams admits, acknowledges, and accepts responsibility for the following facts. From December 2018 through April 2019, Dr. Williams worked for a telemedicine company known as Integrated Support Plus, Inc. In this role, Dr. Williams signed orders for durable medical equipment and supplies, including knee, back, ankle, wrist, foot, and shoulder braces, for Medicare beneficiaries. These orders were not medically necessary. The conduct described in Paragraph D is referred to below as the "Covered Conduct."

E. The United States contends that it has certain civil claims against Dr. Williams for submitting or causing to be submitted false claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare") and its implementing regulations based upon the Covered Conduct.

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

TERMS AND CONDITIONS

1. Dr. Williams shall pay to the United States the sum of sixty-two thousand, five hundred dollars ($62,500.00), of which thirty-one thousand, two hundred and fifty dollars ($31,250.00) is restitution, plus interest at a rate of five percent (5.00%) from April 29, 2026, and continuing until and including the day payment is completed (the "Settlement Amount"). Dr. Williams shall make an initial payment to the United States of $31,250.00 within ten (10) days of the Effective Date of this Agreement. Dr. Williams shall pay the remaining $31,250.00, plus accrued interest on the outstanding balance, within one year after the Effective Date of this Agreement.

2. Dr. Williams shall make payment of the Settlement Amount pursuant to written instructions to be provided by the United States Attorney's Office for the District of Massachusetts.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and subject to Paragraph 5 (concerning disclosure of assets) and Paragraph 11 (concerning default),

and conditioned upon the United States' receipt of the Settlement Amount and Dr. Williams complying with Paragraph 1, the United States releases Dr. Williams and her assignees and successors from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-33; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-12; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Notwithstanding the release given in Paragraph 3 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; or

f. Any liability of individuals not a party to this Agreement.

5. Dr. Williams has provided sworn financial disclosures ("Financial Disclosures") to the United States, and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Dr. Williams warrants that the Financial Disclosures are complete, accurate, and current as of May 20, 2025. If the United States learns of asset(s) in which Dr. Williams had an interest of any kind as of May 20, 2025 (including, but

not limited to, promises by insurers or third parties to satisfy Dr. Williams's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Dr. Williams on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by five thousand dollars ($5,000.00) or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Dr. Williams's previously undisclosed assets. Dr. Williams agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that she will immediately pay the United States the greater of (i) a ten percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph, rescinds this Agreement, Dr. Williams waives and agrees not to plead, argue, or otherwise raise any defenses under theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Dr. Williams that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent that these defenses were available on the Effective Date of Agreement.

6. Dr. Williams waives and shall not assert any defenses she may have to any criminal prosecution 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.

7. Dr. Williams fully and finally releases the United States and its agencies, officers, agents, employees, and servants from any claims (including for attorneys' fees, costs, and expenses of every kind and however denominated) that Dr. Williams has asserted, could have asserted, or may assert in the future against the United States or its agencies, officers, agents, employees, or servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

8. 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 Dr. Williams 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 or claims, and agrees to withdraw any such pending appeals.

9. Dr. Williams agrees to the following:

a. <u>Unallowable Costs Defined</u>: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Dr. Williams, her 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 and any criminal investigation(s) of the matters covered by this Agreement;

(3) Dr. Williams's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal 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 Dr. Williams makes to the United States pursuant to this Agreement,

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 Dr. Williams and Dr. Williams 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 Dr. Williams or any of her subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Dr. Williams further agrees that within ninety (90) days of the Effective Date of this Agreement she 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 statement, information reports, or payment requests already submitted by Dr. Williams or any of her 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 unallowable costs. Dr. Williams agrees that the United States, at a minimum, shall be entitled to recoup from Dr. Williams 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 the Defendant or any of her subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendant or any of her subsidiaries of 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 Dr. Williams' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

10. Dr. Williams agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement.

11. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Dr. Williams' financial condition as reflected in the Financial Disclosures referenced in Paragraph 5.

a. In the event that Dr. Williams fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Dr. Williams shall be in Default of Dr. Williams' payment obligations ("Default"). The United States will provide a written Notice of Default, and Dr. Williams 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 Dr. Williams, or to such other representative as Dr. Williams shall designate in advance in writing. If Dr. Williams 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 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, Dr. Williams agrees that the United States, at its 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 Dr. Williams for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Dr. Williams to the United States 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 Dr. Williams and/or affiliated companies by any department, agency, or agent of the United States 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 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 pursues a collection action, Dr. Williams agrees immediately to pay the United States 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' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Dr. Williams waives and agrees 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 against Dr. Williams 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. Dr. Williams agrees not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

c. In the event of Uncured Default, OIG-HHS may exclude Dr. Williams from participating in all federal health care programs until Dr. Williams pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Dr. Williams. Dr. Williams waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees 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, Dr. Williams wishes to apply for reinstatement, she must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Dr. Williams 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.

12. Each Party shall bear her or its own legal and other costs incurred in connection

with this matter, including the preparation and performance of this Agreement.

13. Each Party represents that she or it freely and voluntarily enters into this Agreement without any duress or compulsion.

14. 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 15 (waiver for beneficiaries paragraph), below.

15. Dr. Williams agrees that she 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.

16. 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. This Agreement shall be deemed to have been drafted by all Parties to this Agreement and, therefore, shall not be construed against any Party for that reason in any subsequent dispute.

17. The Agreement contains the entire agreement between the Parties regarding the alleged claims at issue herein. The Agreement may be amended only by a writing signed by both Parties.

18. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the Parties.

19. This Agreement may be executed in counterparts, each of which constitutes an original and both of which constitute one and the same agreement, but shall become final and binding only upon signing by all representatives listed below for both Parties.

20. The Parties may execute this Agreement via facsimile and/or by portable document format (.pdf), both of which shall be deemed the equivalent of an original signature.

21. The Parties consent to the United States' disclosure to the public of this Agreement and information about this Agreement.

22. This Agreement shall become effective on the date of the 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.

SIGNATURES TO FOLLOW ON NEXT PAGE

THE UNITED STATES OF AMERICA

DATED: 5/18/2026 BY: ______________________

ALEXANDRA BRAZIER
LINDSEY ROSS
Assistant U.S. Attorneys
United States Attorney's Office
District of Massachusetts

DATED: ______________ BY:

SPENCER TURNBULL Digitally signed by SPENCER TURNBULL Date: 2026.05.18 11:36:49 -04'00'

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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

ALEXANDRIA WILLIAMS, M.D.

DATED: 5/6/26 BY: ______________________
ALEXANDRIA WILLIAMS, M.D.

DATED: 5/6/26 BY: s:/Anthony Mahajan
ANTHONY MAHAJAN
Counsel for Alexandria Williams, M.D.