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") (collectively, "Massachusetts"), Ophthalmic Consultants of Boston, Inc. ("OCB"), and Jonathan Herlihy (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. OCB is a multi-specialty ophthalmology practice with a main office in Boston and satellite offices throughout Massachusetts, including in Cambridge, Danvers, Falmouth, Framingham, Milton, Pembroke, Plymouth, Sandwich, Quincy, Waltham, Wareham, West Yarmouth, and Weymouth.

B. On June 7, 2024, Jonathan Herlihy filed a qui tam action in the United States District Court for the District of Massachusetts captioned *United States ex rel. John Doe v. Ophthalmic Consultants of Boston, Inc., et al.*, 24-cv-11495, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action").

C. The United States contends that OCB 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").

D. OCB acknowledges, admits, and accepts responsibility for the following facts:

1. Medicare Part B reimburses physicians for performing in-office intravitreal injections, or injections in the eye. Medicare Part B makes a global payment for such procedures, paying a set amount for ophthalmologists' preoperative, interoperative, and postoperative services.

2. Ophthalmologists perform evaluation and management services ("E&M") when they assess a patient's eye health. Typically, Medicare includes in the global payment for the intravitreal injection any E&M services performed on the same day as any intravitreal injection.

3. Medicare will, however, make a separate payment (i.e., distinct from the global payment for the intravitreal injection) related to E&M services an ophthalmologist provides on the same day that the ophthalmologist administers an intravitreal injection if the E&M services are significant and separately identifiable from the intravitreal injection. Ophthalmologists seeking this separate payment from Medicare must submit an E&M claim utilizing a Modifier 25 Current Procedural Terminology ("CPT") code in addition to the code signifying the administration of an intravitreal injection.

4. Medicare will not pay for services not performed or for services with insufficient documentation.

5. Between January 1, 2015, and July 30, 2025, OCB submitted Modifier 25 claims with claims for intravitreal injections, where the documentation did not support the billing for, or when its ophthalmologists did not perform a significant and separately identifiable E&M service.

E. The United States and the Commonwealth of Massachusetts contend that they have certain civil claims against OCB for engaging in the conduct described in Recital D during the period January 1, 2015, through July 30, 2025. That conduct is referred to below as the "Covered Conduct." In particular, the United States and Commonwealth of Massachusetts contend that OCB knowingly submitted claims using "Modifier 25" to indicate that its physicians had provided significant, separately identifiable E&M services, when in fact its physicians had not performed such E&M services or failed to adequately document such E&M services to justify the use of Modifier 25.

F. OCB received credit under the United States Department of Justice's guidelines for taking disclosure, cooperation, and remediation into account in False Claims Act cases, Justice Manual § 4-4.112. The cooperation OCB provided included accepting responsibility for the misconduct, assisting and facilitating the United States' and Massachusetts' damages analysis, and making significant improvements to its compliance practices and controls, including efforts focused on coding and documentation compliance.

G. 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.

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

TERMS AND CONDITIONS

1. OCB shall pay to the United States and Massachusetts, collectively, the sum of $3,902,588.28 plus interest at a rate of 4.50% per annum from May 19, 2026, and continuing until and including the date of payment ("Settlement Amount"). Payment shall be made as follows:

a. OCB shall pay to the United States the sum of $3,836,556.49 plus interest at a rate of 4.50% per annum from May 19, 2026, and continuing until and including the date of payment (the "Federal Settlement Amount"). Of the Federal Settlement Amount, $2,325,185.75 constitutes restitution. OCB shall make payment to the United States as follows:

i. No later than 14 days after the Effective Date of this Agreement, OCB shall pay to the United States $1,918,278.26 plus handshake interest by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Massachusetts.

ii. No later than May 30, 2027, OCB shall pay to the United States $1,918,278.26 plus handshake interest 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. OCB shall pay to Massachusetts the sum of $66,031.79 plus interest at a rate of 4.50% per annum from May 19, 2026, and continuing until and including the date of payment (the "Massachusetts Settlement Amount") 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 Massachusetts Attorney General's Office.

2. Conditioned upon the United States receiving the Federal Settlement Amount payments, the United States shall pay to Relator 17.5% plus handshake interest of each payment received by electronic funds transfer under the Settlement Agreement ("Federal Relator's Share") as soon as feasible after receipt of the payment.

3. Conditioned upon Massachusetts receiving the Massachusetts Settlement Amount and as soon as feasible after receipt, Massachusetts shall pay $11,555.56 plus handshake interest to Relator by electronic funds transfer ("Massachusetts Relator's Share").

4. No later than 14 days after the Effective Date of this Agreement, OCB shall pay $68,233.10 to Relator's counsel, by electronic funds transfer pursuant to written instructions

provided by Relator's counsel, for expenses, attorney's fees, and costs related to the Civil Action.

5. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below, and subject to Paragraph 22 (concerning default) and Paragraph 23 (concerning bankruptcy) below, and upon the United States' receipt of the Federal Settlement Amount payments, the United States releases OCB 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 9 (concerning reserved claims) below, and upon Massachusetts' receipt of the Massachusetts Settlement Amount, Massachusetts releases OCB 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 Paragraph 23 (concerning bankruptcy) below, and upon the United States' receipt of the Federal Settlement Amount payments, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases OCB from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct and the other conduct specified in the Civil Action under the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. Subject to the exceptions in Paragraph 9 below, and upon Massachusetts' receipt of the Massachusetts Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases OCB from any civil monetary claim the Relator has on

behalf of Massachusetts for the Covered Conduct under the Massachusetts False Claims Act, M. G. L.c. 12, § 5A-O.

9. Notwithstanding the releases given in Paragraph 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. 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 and/or Massachusetts (or their respective agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals;

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. 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.

11. 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 M. G. L.c. 12, § 5(D)(3). 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 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, § 5B, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

12. Upon receipt of the payment set forth in paragraph 4 above, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases OCB, and its officers, agents, and employees, from any liability to Relator for any and all claims for any action, events, or conduct that predates this Agreement, including but not limited to claims arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) and/or M. G. L.c. 12, § 5B(a) for expenses or attorneys' fees and costs or under 31 U.S.C. § 3730(h) and/or M. G. L.c. 12, § 5J.

13. OCB waives and shall not assert any defenses OCB 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. OCB 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 OCB 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. OCB fully and finally releases Massachusetts its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that OCB has 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. OCB fully and finally releases the Relator, his heirs, attorneys, agents, successors, and assigns, from any and all claims for any action, events, or conduct that predates this Agreement, including but not limited to any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that OCB has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

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) or any state payer, related to the Covered Conduct; and OCB 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.

18. OCB 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 OCB, 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) OCB'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 payments OCB makes to the United States and Massachusetts pursuant to this Agreement and any payments that OCB 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 OCB, and OCB 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 OCB or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: OCB further agrees that within 90 days of the Effective Date of this Agreement it 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 OCB 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. OCB agrees that the United States and Massachusetts, at a minimum, shall be entitled to recoup from OCB 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 as applicable Massachusetts pursuant to the direction of the Massachusetts Attorney General's Office and/or the affected Massachusetts agencies. The United States and Massachusetts reserve their right to disagree with any calculations submitted by OCB or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on OCB 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 and/or Massachusetts to audit, examine, or re-examine OCB's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

19. OCB agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, OCB shall encourage, and agrees not to impair, the cooperation of its 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. OCB further agrees to furnish to the United States, 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 it has undertaken, or that has been performed by another on its 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 21 (waiver for beneficiaries paragraph), below.

21. OCB 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 payors based upon the claims defined as Covered Conduct.

22. The Federal Settlement Amount represents the amount the United States is willing to accept in compromise of their civil claims arising from the Covered Conduct due solely to OCB's financial condition.

a. In the event that OCB fails to pay the Federal Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, OCB shall be in Default of OCB's payment obligations ("Default"). The United States will provide a written Notice of Default, and OCB 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 Agreement up to the date of payment. Notice of Default will be delivered to OCB, or to such other representative as OCB shall designate in advance in writing. If OCB 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 Federal 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, OCB 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 OCB for the claims that would otherwise be covered by the releases provided in Paragraph 5 above, with any recovery reduced by the amount of any payments previously made by OCB 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 OCB 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, OCB 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, OCB 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 OCB 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. OCB 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 OCB from participating in all Federal health care programs until OCB pays the Federal Settlement Amount, with interest, as set forth above ("Exclusion for Default"). OIG-HHS will provide written notice of any such exclusion to OCB. OCB 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, OCB wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. OCB 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. In exchange for valuable consideration provided in this Agreement, OCB and Relator acknowledge the following:

a. OCB has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Federal Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to OCB, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which OCB was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of OCB's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Federal Settlement Amount is paid in full, OCB or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of OCB's debts, or to adjudicate OCB as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for OCB or for all or any substantial part of OCB's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against OCB for the claims that would otherwise be covered by the releases provided in Paragraph 5 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against OCB in the amount of $3,836,556.49 plus interest at a rate of 4.50% per annum less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by OCB, a receiver, trustee, custodian, or other similar official for OCB;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. OCB agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 24.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. OCB shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). OCB waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to OCB that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of the Agreement.

24. Upon receipt of the payments described in Paragraph 1, above, the United States, Massachusetts, and the Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

25. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as set forth in Paragraph 4.

26. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

27. 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.

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

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

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

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

32. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

34. 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: 7/31/2026 BY: ______________________

STEVEN T. SHAROBEM
Assistant United States Attorney
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: 7/26/2026 BY: ______________________

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

DATED: 7/28/26 BY: ______________________

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

THE UNITED STATES OF AMERICA

DATED: __________ BY: ______________________________

STEVEN T. SHAROBEM
Assistant United States Attorney
District of Massachusetts

DATED: __________ BY: ______________________________ Digitally signed by TAMARA FORYS Date: 2026.07.24 11:19:16 -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: ______________________________

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

OPHTHALMIC CONSULTANTS OF BOSTON, INC.

DATED: 7/29/2026 BY: ______________________
HUSAMUDDIN ANSARI, M.D.
President, Ophthalmic Consultants of Boston, Inc.

DATED: 7/29/2026 BY: ______________________
PAUL SHAW
JAY MCCORMACK
Counsel for Ophthalmic Consultants of Boston, Inc.

RELATOR – JONATHAN HERLIHY

DATED: __________ BY: ______________________
JONATHAN HERLIHY

DATED: __________ BY: ______________________
DAVID KOENIGSBERG
Counsel for Relator

OPHTHALMIC CONSULTANTS OF BOSTON, INC.

DATED: ________ BY: ____________________________

HUSAMUDDIN ANSARI, M.D.
President, Ophthalmic Consultants of Boston, Inc.

DATED: ________ BY: ____________________________

PAUL SHAW
JAY MCCORMACK
Counsel for Ophthalmic Consultants of Boston, Inc.

RELATOR – JONATHAN HERLIHY

DATED: 07.23.2026 BY: Jonathan Herlihy

JONATHAN HERLIHY

DATED: 7/23/2026 BY: David Koenigsberg

DAVID KOENIGSBERG
Counsel for Relator