

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice (the “United States”), and Trinity Hospital Holding Company d/b/a/ Trinity Medical Center West (“Trinity West”) through their authorized representatives.

RECITALS

- A. Trinity West is a not-for-profit health system located in Steubenville, Ohio.
- B. Certain physicians employed by Trinity West owned office space in a medical office building located at 4100 Johnson Road, Steubenville, Ohio 43952 (the “Medical Office Building”).
- C. Trinity West entered into lease agreements with certain of these employed physicians, pursuant to which Trinity West leased space in the Medical Office Building that was used in connection with the provision of medical services by those physicians. During the relevant period, the employed physicians also provided health care services at Trinity West, some of which were reimbursed by federal health care programs.
- D. On May 22, 2023, Trinity West voluntarily disclosed potential violations of the physician self-referral law, 42 U.S.C. § 1395nn (the “Stark Law”) through the Centers for Medicare and Medicaid Services’ (CMS) voluntary self-referral disclosure protocol (SRDP). The conduct disclosed pursuant to the SRDP (which is described in detail in paragraph H, *infra*) consisted of providing remuneration (in the form of rental payments) to two employed physicians who made referrals for services at Trinity West during the relevant period. Trinity West conducted an independent investigation and compliance review of these issues and provided CMS with a detailed and thorough written self-disclosure.

E. Following the SRDP submission, Trinity West cooperated with the Government's investigation of these issues, including by preserving, collecting, and disclosing relevant documents and information; identifying individuals who were aware of relevant information; disclosing facts gathered during Trinity West's independent investigation; and assisting in the determination of amounts billed to federal health care programs for items or services resulting from the potential improper referral of patients to Trinity West.

F. Trinity West received credit under the United States Department of Justice's guidelines that identify factors that will be considered by the Department of Justice when entities voluntarily self-disclose conduct that could serve as the basis for civil liability and/or administrative remedies, Justice Manual § 4-4.112.

G. The United States contends that Trinity West 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").

H. The United States contends that Trinity West is liable under the common law theories of payment by mistake and unjust enrichment based on the following conduct:

(1) Between January 1, 2014 and December 31, 2020, Trinity West made rental payments to two employed physicians that exceeded fair market value.

(2) As a result of these rental payments, Trinity West had a financial relationship with the two physicians between January 1, 2014 and December 31, 2020 that did not qualify for the exception to the Stark Law for office space rental arrangements, 42 C.F.R. § 411.357(a), and therefore Trinity West's financial relationships with two of its employed physicians violated the Stark Law.

The conduct described in this Paragraph is referred to below as the "Covered Conduct."

I. This Settlement Agreement is neither an admission of liability by Trinity West nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Trinity West shall pay to the United States one million seven hundred thousand dollars (\$1,700,000) ("Settlement Amount"), of which \$1,150,000 is restitution, no later than 15 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Trinity West from any civil or administrative monetary claim the United States has for the Covered Conduct under the common law theories of payment by mistake and unjust enrichment.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;

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

5. 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 Trinity West agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

6. Trinity West 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 Trinity West, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

- (3) Trinity West's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Trinity West 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 Trinity West, and it 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 Trinity West or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Trinity West 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 Trinity West 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. Trinity West agrees that the United States, at a minimum, shall be entitled to recoup from them 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 Trinity West or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Trinity West 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 to audit, examine, or re-examine the Trinity West's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

7. 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 8 (waiver for beneficiaries paragraph), below.

8. Trinity West 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.

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

11. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Ohio. 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.

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

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

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

15. This Agreement is binding on Trinity West's successors, transferees, heirs, and assigns.

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

17. 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.

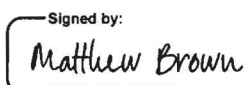
THE UNITED STATES OF AMERICA

DATED: 3/31/26


BY: 
DAVID FINKELSTEIN
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

TRINITY HOSPITAL HOLDING COMPANY D/B/A/ TRINITY MEDICAL CENTER WEST

DATED: 3/30/2026

BY: 
Signed by: *Matthew Brown*
36703C2F211D47F
MATTHEW BROWN
President, South Region

DATED: 3/27/2026

BY: 
Signed by: *Kevin Coffey*
BA3501D075E449B
KEVIN COFFEY
KURT ERSKINE
Counsel for Trinity Hospital Holding Company