SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the following, who will collectively be referred to as the "Parties," through their authorized representatives: 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"); Wheeling Hospital, Inc. ("Wheeling Hospital"); and Louis Longo ("Relator").

RECITALS

A. Wheeling Hospital is a not-for-profit corporation headquartered in the State of West Virginia, the sole member of which is the Ordinary of the Roman Catholic Diocese of Wheeling-Charleston, West Virginia ("Bishop") serving in his capacity as the Bishop of the Roman Catholic Diocese of Wheeling-Charleston (collectively, the "Diocese"). Wheeling Hospital owns and operates a hospital located at 1 Medical Park, Wheeling, West Virginia 26003.

B. On December 22, 2017, Relator filed a qui tam action in the United States District Court for the Western District of Pennsylvania captioned *United States ex rel. Longo v. Wheeling Hospital Inc. et al.*, No. 17-cv-01654, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). Relator named as defendants Wheeling Hospital; Ronald Violi, Wheeling Hospital's contracted CEO from 2006 to 2019; and R&V Associates, Ltd., the management consulting company of which Violi is a principal and through which Wheeling retained Violi's services as CEO. Relator alleged in the Civil Action that Wheeling Hospital, under the direction and control of Violi and R&V Associates, violated the False Claims Act, 31 U.S.C. §§ 3729-33, by submitting or causing the submission of claims to the Medicare Program ("Medicare"), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1, that violated the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the "AKS"), and the physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law"). The United States partially intervened against Wheeling Hospital, Violi, and R&V ("Defendants") in the Civil Action on November 30, 2018, and filed the United States' Complaint in Intervention on March 25, 2019. On June 10, 2019, the Civil Action was transferred to the United States District Court for the Northern District of West Virginia, *see United States ex rel. Longo v. Wheeling Hospital Inc. et al.*, No. 19-cv-192.

C. The United States and Relator contend that Wheeling Hospital submitted or caused to be submitted claims for payment to the Medicare Program and, as a result, have certain civil claims against Wheeling Hospital arising from the conduct described in the United States' Complaint in Intervention for the period from January 1, 2007, through July 15, 2020. That conduct is referred to below as the "Covered Conduct."

D. 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.

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

F. 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. Wheeling Hospital shall pay to the United States Fifty Million Dollars and No Cents ($50,000,000.00) (the "Settlement Amount"), all of which is restitution, and interest on the Settlement Amount at a rate of 0.75% from September 8, 2020, compounded monthly, 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 Civil Division of the United States Department of Justice.

2. Conditioned upon the United States receiving the Settlement Amount from Wheeling Hospital and as soon as feasible after receipt, the United States shall pay $10,000,000 to Relator, plus accrued interest of 0.75% on this amount from September 8, 2020, compounded monthly, by electronic funds transfer pursuant to written instructions to be provided by Relator to the Civil Division of the United States Department of Justice.

3. Defendants agree to pay a total of $1,050,000 in full satisfaction of any claim Relator may have for attorneys' fees and costs, as contemplated by 31 U.S.C. § 3730(d) ("Relator's Fees"). Within five days of the Effective Date of this Agreement, Defendants shall pay Relator's Fees in accordance with written instructions to be provided by Relator's counsel.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims), Paragraph 7 (concerning disclosure of assets), Paragraph 17 (concerning default), and Paragraph 18 (concerning bankruptcy) below, and conditioned upon Wheeling Hospital's full payment of the Settlement Amount, the United States releases Wheeling Hospital – together with its current and former parent corporations, including the Diocese; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them – 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.

5. Subject to the exceptions in Paragraph 6 (concerning reserved claims), Paragraph 7 (concerning disclosure of assets), Paragraph 17 (concerning default), and Paragraph 18

(concerning bankruptcy) below, and conditioned upon Wheeling Hospital's full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Wheeling Hospital, its officers, directors, agents and employees – with the exception of R&V Associates, Ltd. and Ronald Violi – and the Diocese, its officers, directors agents and employees, together with its current and former parent corporations, including direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them – from any civil monetary claim the relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraphs 4 and 5 of this Agreement, or any other term of this Agreement, the following claims 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, 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;

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;

7. Wheeling Hospital has provided sworn financial disclosure statements (Financial Statements) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Wheeling Hospital warrants that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which Wheeling Hospital had an interest of any kind at the time of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Wheeling Hospital's obligations under this Agreement) that were not disclosed in the Financial Statements, or if the United States learns of any false statement or misrepresentation by Wheeling Hospital on, or in connection with, the Financial Statements, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Statements by $5,000,000 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 value of the net worth of Wheeling Hospital's previously undisclosed assets. Wheeling Hospital agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it 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, Wheeling Hospital waives and agrees not to plead, argue, or otherwise raise any defenses under the 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 Wheeling Hospital that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on December 22, 2017.

8. 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 payment described in Paragraph 2, 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.

9. Conditioned upon Relator's receipt of the payments described in Paragraphs 2 and 3 above, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Wheeling Hospital, its officers, directors, agents, and employees – with the exception of R&V Associates, Ltd. and Ronald Violi – and the Diocese, its officers, directors, agents and employees from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs.

10. Wheeling Hospital waives and shall not assert any defenses it 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.

11. Wheeling Hospital 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 Wheeling Hospital 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 Civil Action and the United States' investigation and prosecution thereof.

12. Wheeling Hospital fully and finally releases Relator from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Wheeling Hospital has asserted, could have asserted, or may assert in the future against the Relator, related to the Civil Action and the Relator's investigation and prosecution thereof, and Relator's employment with Wheeling Hospital.

13. 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 Wheeling Hospital 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.

14. Wheeling Hospital agrees to the following:

a. <u>Unallowable Costs Defined</u>: 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-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Wheeling Hospital, 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) Wheeling Hospital'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 attorney's fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment Wheeling Hospital makes to the United States pursuant to this Agreement and any payments that Wheeling Hospital may make to Relator, 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) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by Wheeling Hospital, and Wheeling Hospital 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 Wheeling Hospital or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

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

15. 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 16 (waiver for beneficiaries paragraph), below.

16. Wheeling Hospital 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.

17. 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 Wheeling Hospital's financial condition as reflected in the Financial Statements referenced in Paragraph 7.

a. In the event that Wheeling Hospital fails to pay the Settlement Amount as provided in Paragraph 1 above, Wheeling Hospital shall be in Default of its payment obligations ("Default"). The United States will provide a written Notice of Default, and Wheeling Hospital 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 and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Wheeling Hospital, or to such other representative as Wheeling Hospital shall designate in advance in writing. If Wheeling Hospital 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, Wheeling Hospital 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 Wheeling Hospital for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 5 above, with any recovery reduced by the amount of any payments previously made by Wheeling Hospital 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 Wheeling Hospital 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, Wheeling Hospital 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, Wheeling Hospital 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 Wheeling Hospital within 120 days of written notification that this Agreement has been rescinded, and (ii) related to the Covered Conduct, except to the extent these defenses were available on December 22, 2017. Wheeling Hospital 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, HHS-OIG may exclude Wheeling Hospital from participating in all Federal health care programs until Wheeling Hospital pays the

Settlement Amount, with interest, as set forth above ("Exclusion for Default"). HHS-OIG will provide written notice of any such exclusion to Wheeling Hospital. Wheeling Hospital 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, Wheeling Hospital wishes to apply for reinstatement, it must submit a written request for reinstatement to HHS-OIG in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Wheeling Hospital will not be reinstated unless and until HHS-OIG 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.

18. In exchange for valuable consideration provided in this Agreement, Wheeling Hospital acknowledges the following:

a. Wheeling Hospital 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 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 Wheeling Hospital, 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 Wheeling Hospital 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 within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Wheeling Hospital commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Wheeling Hospital's debts, or seeking to adjudicate Wheeling Hospital as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Wheeling Hospital or for all or any substantial part of Wheeling Hospital's assets, Wheeling Hospital agrees that its obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Wheeling Hospital shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Wheeling Hospital's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Wheeling Hospital was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Wheeling Hospital.

f. If Wheeling Hospital's 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 Settlement Amount is paid in full, Wheeling Hospital 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 Wheeling Hospital's debts, or to adjudicate Wheeling Hospital as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Wheeling Hospital or for all or any substantial part of Wheeling Hospital'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 Wheeling Hospital for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 5 above;

(ii) the United States has a valid, undisputed, noncontingent, and liquidated allowed claim against Wheeling Hospital for treble damages and statutory penalties, totaling at least $220,000,000, for the Covered Conduct pursuant to 31 U.S.C. § 3729(a), less any payments received pursuant to this agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Wheeling Hospital, a receiver, trustee, custodian, or other similar official for Wheeling Hospital; and

(iii) if any payments are avoided and recovered by Wheeling Hospital, a receiver, trustee, custodian, or similar official for Wheeling Hospital**,** Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to Relator pursuant to Paragraph 2.

g. Wheeling Hospital agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 18(f) 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. Wheeling Hospital 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). Wheeling Hospital 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 Wheeling Hospital that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on December 22, 2017.

19. Upon receipt of the payment 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). The Joint Stipulation shall make clear that (i) Relator dismisses all claims set forth in the Civil Action with prejudice; and (ii) the United States dismisses all claims in the Civil Action with prejudice as to Wheeling Hospital, and without prejudice as to R&V Associates, Ltd. and Ronald Violi. In the event that Wheeling Hospital has not yet made the payment described in Paragraph 3 above as of the filing of this Joint Stipulation, the Joint Stipulation shall reflect that Relator reserves his claims for attorneys' fees and costs under 31 U.S.C. § 3730(d) until the time such payment is made.

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

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

22. 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 Northern District of West Virginia. 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.

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

24. The undersigned counsel represent and warrant that they are fully authorized as counsel of record for their respective clients to execute this Agreement, confirming that all issues raised in this agreement have been discussed with and approved by their respective clients.

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

26. This Agreement is binding on Wheeling Hospital's successors, transferees, heirs, and assigns.

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

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

29. 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: 9/8/20 BY: ____________________

ROHITH V. SRINIVAS
LAURIE A. OBEREMBT
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: __________ BY: ____________________

WILLIAM J. POWELL
United States Attorney
Northern District of West Virginia

DATED: __________ BY: ____________________

LISA M. RE
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

THE UNITED STATES OF AMERICA

DATED: ___________ BY: ________________________________
ROHITH V. SRINIVAS
LAURIE A. OBEREMBT
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 09/08/2020 BY: ________________________________
WILLIAM J. POWELL
United States Attorney
Northern District of West Virginia

DATED: ___________ BY: ________________________________
LISA M. RE
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

THE UNITED STATES OF AMERICA

DATED: ___________ BY: ________________________________
ROHITH V. SRINIVAS
LAURIE A. OBEREMBT
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: ___________ BY: ________________________________
WILLIAM J. POWELL
United States Attorney
Northern District of West Virginia

DATED: 09/08/2020 BY: Lisa M. Re
LISA M. RE
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

DEFENDANT WHEELING HOSPITAL, INC.

DATED: 9-8-2020 BY: Doug H

DOUG HARRISON
CEO, Wheeling Hospital, Inc.

DATED: 9-8-2020 BY: C David Paragas

C. DAVID PARAGAS
WILLIAM "BILLY" MARTIN
Barnes & Thornburg LLP
Attorneys for Wheeling Hospital, Inc.

RELATOR LOUIS LONGO

DATED: 9/8/2020 BY: ______________________
LOUIS LONGO
Relator

DATED: 9/8/20 BY: ______________________
AMY L. EASTON
JEFFREY W. DICKSTEIN
Phillips & Cohen LLP
Attorneys for Louis Longo