

SETTLEMENT AGREEMENT

This Settlement Agreement (“FCA Agreement”) is entered into among the United States of America (“United States”), acting through the United States Department of Justice (“DOJ”) and the Office of Inspector General of the Department of Health and Human Services (“OIG-HHS”), and the University of Pittsburgh Medical Center (hereafter, “UPMC”), (collectively “the Parties”), through their authorized representatives.

RECITALS

A. UPMC is a nonprofit corporation that operates medical facilities located across the Commonwealth of Pennsylvania and elsewhere.

B. The United States contends that UPMC submitted or caused to be submitted claims for payment to the Medicaid Program, 42 U.S.C. §§ 1396–1396w-5 (“Medicaid”).

C. The United States contends that it has certain civil claims against UPMC arising from the following conduct: From January 1, 2020, through the Effective Date of this FCA Agreement, UPMC knowingly submitted claims for payment to Pennsylvania Medicaid with false diagnosis codes for items or services provided to patients under the age of 18 to treat the patients’ gender dysphoria or other gender identity related disorder. UPMC used ICD-10 codes, principally E34.8 (other specified endocrine disorders) or E34.9 (endocrine disorder, unspecified), instead of what the United States contends is an accurate diagnosis code to obscure the true reasons for the items and services provided to the patients (the “Covered Conduct”).

D. This FCA Agreement is neither an admission of liability by UPMC nor a concession by the United States that its claims are not well founded. UPMC denies that it engaged in the Covered Conduct.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, to resolve this matter without disclosure to the United States by UPMC of any Protected Health Information (including but not limited to medical records) of UPMC's patients, and in consideration of the mutual promises and obligations of this FCA Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. UPMC shall pay to the United States the sum of \$50,000 (the "Settlement Amount"), of which \$25,000 is restitution. The Settlement Amount shall be paid no later than 30 days after the Effective Date of this FCA Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice to UPMC.

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 will release UPMC, together with all of UPMC's current and former parent entities, subsidiaries, divisions, successors, assigns, and their respective directors, employees, physicians, independent contractors, and agents for services billed by UPMC or its current and former parent entities, subsidiaries, divisions, successors, or assigns, in connection with services performed at UPMC or its current and former parent entities, subsidiaries, divisions, successors, or assigns (the "Released Parties") 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.

3. Notwithstanding the release given in Paragraph 2 of this FCA Agreement, or any other term of this FCA 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 FCA Agreement, any administrative liability or enforcement right;
- 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 FCA Agreement;

4. UPMC 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 UPMC has 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. UPMC 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 XX 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 UPMC, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this FCA Agreement;

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

(3) UPMC'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 FCA Agreement (including attorneys' fees);

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

(5) the payment UPMC makes to the United States pursuant to this FCA 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 in non-reimbursable cost centers by UPMC and UPMC 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 UPMC or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: UPMC further agrees that within 90 days of the Effective Date of this FCA 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 UPMC 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. UPMC agrees that the United States, at a minimum, shall be entitled to recoup from UPMC 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 UPMC or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on UPMC or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this FCA Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine UPMC's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

6. This FCA Agreement is intended to be for the benefit of the Parties and Released 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.

7. UPMC agrees that it waives and shall not seek payment for any of the health care billings covered by this FCA 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.

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

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

10. This FCA Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this FCA Agreement is the United States District Court for the Western District of Pennsylvania. For purposes of construing this FCA Agreement, this FCA Agreement shall be deemed to have been drafted by all Parties to this FCA Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

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

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

14. This FCA Agreement is binding on UPMC's successors, transferees, heirs, and assigns.

15. All Parties consent to any Parties' disclosure of this FCA Agreement, and information about this FCA Agreement, to the public.

16. Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this FCA Agreement.

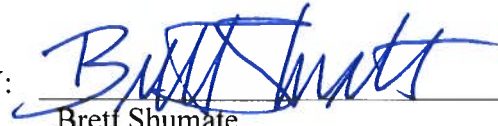
17. This FCA Agreement is effective on the date of signature of the last signatory to the FCA Agreement (Effective Date of this FCA Agreement).

FOR THE UNITED STATES OF AMERICA

DATED: _____

9/15/26

BY: _____



Brett Shumate
Assistant Attorney General
Civil Division
United States Department of Justice

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

FOR THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

Brett Shumate
Assistant Attorney General
Civil Division
United States Department of Justice

DATED: 9/18/2026


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

FOR UPMC

DATED:

2/18/26

BY:

Mark L. Tamburri
Executive Vice President and Chief Legal Officer
UPMC

DATED:

9/18/2026

BY:

Robert A. Zink
Daniel R. Koffmann
Quinn Emanuel Urquhart & Sullivan, LLP
Counsel for UPMC