

## SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (“Agreement”) is entered into by the United States of America, acting through the United States Department of Justice and the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively the “United States”); the Medicaid Fraud Control Unit of the Delaware Department of Justice, and the Delaware Division of Medicaid and Medicare Assistance (collectively, the “State of Delaware”); Christiana Care Health System (“CCHS”) and its subsidiaries; and by individual relators whose names are under seal (collectively, the “Relators”), (all hereafter collectively referred to as “the Parties”), through their authorized representatives.

### II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

1. CCHS is a not-for-profit health system providing in-patient and out-patient services through healthcare centers located in New Castle County, Delaware and elsewhere in Delaware, New Jersey, and Pennsylvania. Neurology Associates, P.A. (“NA”) is a physician practice based in New Castle, Delaware.
2. On or about April 27, 2005, a qui tam action was filed in the United States District Court for the District of Delaware captioned *United States ex rel. [Plaintiff under seal] v. Neurology Associates, P.A. and Christiana Care Health System*, No. 05-244 (D. Del.) (hereinafter the “Qui Tam Action”) by the Relators. The Qui Tam Action alleges violations of the False Claims Act, 31 U.S.C. §§ 3729-3733 (“FCA”), the Physician Self-Referral Law, 42 U.S.C. § 1395nn (also known as the “Stark Statute”), the federal Anti-Kickback Statute, 42

U.S.C. §§ 1320a-7b (b)(1) and (b)(2) (“Anti-Kickback Statute”), and the State of Delaware’s False Claims Act, 6 Del. C. § 1201 *et seq.* and Anti-Kickback Statute, 31 Del. C. § 1005 *et seq.*

In February, 1989, CCHS (then called The Medical Center of Delaware, Inc.) entered into an “evergreen” contract with NA, wherein NA agreed to provide CCHS, on an exclusive basis, interpretations of electroencephalograms (“EEGs”) and the “necessary services attendant thereto,” and CCHS agreed to pay NA for such interpretations (the “1989 Contract”).

In 2002, the Relators competed with NA to be the exclusive provider of EEG interpretations for CCHS. CCHS ultimately decided to keep NA as its exclusive provider of EEG interpretations. CCHS subsequently entered into a 2002 Contract with NA that significantly lowered the fees CCHS pays to NA for EEG interpretations.

The Relators thereafter filed the Qui Tam Action. The United States will intervene in and move to unseal the Qui Tam Action promptly upon execution of this Agreement.

3. The United States and the State of Delaware contend that CCHS submitted or caused to be submitted claims for payment to the Medicare Program (“Medicare”), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh, and the Medicaid Program (“Medicaid”), 42 U.S.C. §§ 1396-1396v.

4. The United States and the State of Delaware further contend that they have certain civil and administrative claims, as specified in Paragraphs III.2 and III.3, below, against CCHS for engaging in the conduct set forth in the Qui Tam Action and for engaging in the following conduct: knowingly and/or impliedly certifying, in claims submitted to Medicare and Medicaid for services rendered during the period from January 1997 to February 2003, that CCHS was in compliance with all laws and regulations, when in fact CCHS knew, deliberately

ignored, or recklessly disregarded the fact that, as alleged: (a) NA physicians were “referring physicians” as defined in the Stark Statute, and the above claims were not reimbursable because CCHS and the NA physicians had an impermissible “financial relationship” as defined in the Stark Statute; and/or (b) CCHS was paying fees to NA under an “evergreen” contract that was executed in 1989, initially for EEG services of NA physicians, which fees, in some cases, were multiples of what Medicare or Medicaid paid CCHS as reimbursement for those services, in order, as alleged, to induce NA physicians to make referrals to CCHS. Collectively, these allegations and the allegations of the Qui Tam Action, are hereinafter referred to as the “Covered Conduct.”

5. This Agreement is neither an admission of liability by CCHS nor a concession by the United States or the State of Delaware that their claims are not well founded. CCHS denies that it has any liability or has engaged in any wrongful conduct concerning the Covered Conduct, which, as set forth above, includes the allegations of the Qui Tam Action.

6. The United States and the State of Delaware acknowledge that CCHS was cooperative during the investigation, that the “evergreen” contract at issue was executed before the Stark Statute was in effect, that the contract at issue was terminated by CCHS in 2003 prior to the government’s investigation, and that the quality of patient care was neither compromised nor at issue in this investigation.

7. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

### **III. TERMS AND CONDITIONS**

1. CCHS agrees to pay \$3,300,000 (“the Settlement Amount”) in settlement of the Covered Conduct, of which amount \$3,014,120 constitutes the United States Settlement Amount, and \$285,880 constitutes the State of Delaware Settlement Amount. CCHS further agrees to pay Relators \$190,000 for expenses and attorney’s fees and costs. The foregoing payments shall be made as follows:

a. CCHS agrees to pay the Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by representatives of the Financial Litigation Unit of the United States Attorney’s Office for the District of Delaware. CCHS agrees to make this electronic funds transfer of the Settlement Amount no later than 5 business days after the Effective Date of this Agreement. The United States agrees to pay \$230,133 to the State of Delaware by electronic funds transfer pursuant to written instructions to be provided by representatives of the Delaware Attorney General’s Office, said electronic funds transfer to occur no later than 5 business days after the receipt of the Settlement Amount by the United States and the receipt of the written instructions for said transfer. The United States and State of Delaware agree that the United States will retain the balance of the State of Delaware Settlement Amount (\$55,747) in consideration of the United States paying the Relators’ Share to the Relators as set forth in Paragraph III.1.b below.

b. Contingent upon the United States receiving the Settlement Amount from CCHS, and as soon as feasible, but no later than five business days after receipt, the United States agrees to pay \$643,500 (the “Relators’ Share”) to the Relators via electronic

funds transfer to the Relators' attorney-client trust account. Written instructions for the electronic funds transfer will be provided to the United States by Relators' counsel.

c. CCHS agrees to pay Relators \$190,000 via electronic funds transfer to the Relators' attorney-client trust account for expenses and attorney's fees and costs no later than 5 business days after the Effective Date of this Agreement pursuant to written instructions for the electronic funds transfer to be provided to CCHS by Relators' counsel.

2. Subject to the exceptions in Paragraph III.7 (concerning excluded claims), below, in consideration of the obligations of CCHS in this Agreement, conditioned upon CCHS's full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to dismiss the Qui Tam Action with prejudice, and also agrees to release CCHS and its predecessor entities, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, owners, and affiliates, and the successors and assigns of any of them, and CCHS's current or former directors, officers, agents, servants, and employees, and their successors and assigns, from any civil or administrative monetary claim the United States has or may have 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 civil monetary penalty provisions of the Stark Statute, 42 U.S.C. § 1395nn(g)(3) and (4); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, or the common law theories of payment by mistake, unjust enrichment, fraud, and breach of contract (if applicable), subject to the terms of this Agreement.

3. Subject to the exceptions in Paragraph III.7 (concerning excluded claims), below, and in consideration of the obligations of CCHS in this Agreement, conditioned upon

CCHS's full payment of the Settlement Amount, the State of Delaware (on behalf of itself, its officers, agents, agencies, and departments) agrees to release CCHS and its predecessor entities, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, owners, and affiliates, and the successors and assigns of any of them, and CCHS's current or former directors, officers, agents, servants, and employees, and their successors and assigns, from any civil or administrative monetary claim the State of Delaware has or may have for the Covered Conduct under the State of Delaware False Claims Act, 6 Del. Code § 1201 *et seq.*; the State of Delaware Anti-Kickback Statute, 31 Del. Code § 1005 *et seq.*; or the common law theories of payment by mistake, unjust enrichment, fraud, and breach of contract (if applicable), subject to the terms of this Agreement.

4. Subject to the exceptions in Paragraph III.7 (concerning excluded claims) below, in consideration of the obligations of CCHS in this Agreement, conditioned upon CCHS's full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, agree to dismiss the Qui Tam Action with prejudice and to release CCHS and its predecessor entities, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, owners, and affiliates, and the successors and assigns of any of them, and CCHS's current or former directors, officers, agents, servants, and employees, and their successors and assigns, from any claims Relators have asserted, could have asserted, or may assert in the future related to the Covered Conduct or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs, and from any civil or administrative monetary claim the United States or the State of Delaware has or may have 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 civil monetary penalty provisions of the Stark Statute, 42 U.S.C. § 1395nn(g)(3) and (4); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, or under the State of Delaware False Claims Act, 6 Del. Code § 1201 *et seq.*; the State of Delaware Anti-Kickback Statute, 31 Del. Code § 1005 *et seq.*, or the common law theories of payment by mistake, unjust enrichment, fraud, and breach of contract (if applicable).

5. In consideration of the obligations of CCHS in this Agreement and the Corporate Integrity Agreement (“CIA”) entered into between OIG-HHS and CCHS, conditioned upon CCHS’s full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against CCHS under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), the civil monetary penalty provisions of the Stark Statute, 42 U.S.C. § 1395nn(g)(3) and (4), or 42 U.S.C. § 1320a-7b (b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph III.7 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude CCHS together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations, divisions, current or former owners, directors, and affiliates, and the successors and assigns of any of them; and CCHS’s officers, agents, servants, and employees from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action

against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.7, below.

6. In consideration of the obligations of CCHS in this Agreement, conditioned upon CCHS's full payment of the Settlement Amount, the State of Delaware agrees to release and refrain from instituting, directing, or maintaining any administrative action under federal laws or regulations, state laws or regulations, or under any available contractual rights (such as those described in the Delaware Division of Medicaid and Medical Assistance Program provider manual), seeking exclusion from the Delaware Division of Medicaid and Medical Assistance Program for the Covered Conduct, except as reserved in Paragraph III.7 (concerning excluded claims), below, and as reserved in this Paragraph. The State of Delaware expressly reserves all rights to comply with any federal statutory or federal regulatory mandatory obligations to exclude CCHS and its predecessor entities, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, owners, directors, and affiliates, and the successors and assigns of any of them, and CCHS's current or former directors, officers, agents, servants, and employees, and their successors and assigns, from the Delaware Division of Medicaid and Medical Assistance Program based upon the Covered Conduct.

7. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including CCHS and Relators) are the following claims of the United States and the State of Delaware:

a. Any civil, criminal, or administrative 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 exclusion from Federal or State 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 such obligations as are created by this Agreement;
- f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services; or
- g. Any liability for failure to deliver goods or services due.

8. Relators and their heirs, successors, attorneys, agents, and assigns agree not to object to this Agreement and 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) and 6 Del. C. § 1204(c) and, conditioned upon receipt of Relators' share, Relators, themselves individually, and for their heirs, successors, agents, and assigns, fully and finally release, waive, and forever discharge the United States, its officers, agents, and employees, and the State of Delaware, from any claims arising from or relating to 31 U.S.C. § 3730 or 6 Del. C. § 1201, et seq.; from any claims arising from the investigation or filing of the Qui Tam Action; and from any other claims for a share of the Settlement Amount; and in full settlement of any claims Relators may have under this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relators arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

9. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

10. CCHS fully and finally releases the United States and the State of Delaware and their respective agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that CCHS has asserted, could have asserted, or may assert in the future against the United States and the State of Delaware and their respective agencies, employees, servants, and agents, related to the Covered Conduct and the United States' and State of Delaware's investigation and prosecution thereof.

11. CCHS fully and finally releases the Relators, their employees, agents, owners, attorneys or servants from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that CCHS has asserted, could have asserted, or may assert in the future against the Relators, agents, owners, attorneys or servants related to the Covered Conduct and the Relators' investigation and prosecution thereof.

12. 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 carrier or intermediary or any state payer, related to the Covered Conduct; and CCHS agrees not to resubmit to any Medicare carrier or intermediary or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

13. CCHS agrees to the following:

a. Unallowable Costs Defined: that 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. §§ 1395-1395hhh and 1396-1396v; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of CCHS, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be “Unallowable Costs” on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP):

- (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) CCHS’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;
- (5) the payments CCHS makes to the United States and Relators pursuant to this Agreement and any additional payments that CCHS may make to Relators, including Relators’ costs and attorneys fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
  - (i) retain an independent review organization to perform annual reviews as described in Section III.E of the CIA; and

(ii) prepare and submit reports to the OIG-HHS.

However, nothing in this Paragraph III.13.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to CCHS. (All costs described or set forth in this Paragraph III.13.a. are hereafter “Unallowable Costs.”)

b. Future Treatment of Unallowable Costs: These Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by CCHS, and CCHS 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 CCHS or any of its current or former parent corporations, subsidiaries, or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs. CCHS will separately account for all Unallowable Costs through (1) accounting records, to the extent possible; (2) memorandum records, including diaries and informal logs, where accounting records are not available; or (3) good faith itemized estimates, where no other accounting basis is reasonably available.

c. Treatment of Unallowable Costs Previously Submitted for Payment: CCHS 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 CCHS or any of its

current or former parent corporations, 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. CCHS agrees that the United States, at a minimum, shall be entitled to recoup from CCHS 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 CCHS or any of its current or former parent corporations, subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on CCHS's or any of its current or former parent corporations,' 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 CCHS's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

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

15. CCHS 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.

16. CCHS warrants that it has reviewed its financial situation and that it currently 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. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to CCHS, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which CCHS was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

17. Upon receipt of the payments described in Paragraph III.1, above, the United States, State of Delaware, and Relators shall promptly sign and file in the Qui Tam Action a Notice and a Joint Stipulation of Dismissal with Prejudice pursuant to the terms of this Agreement.

18. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

19. CCHS represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

20. Relators represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

21. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the District of Delaware, except that disputes arising under the CIA shall be resolved exclusively under the dispute resolution provisions in the CIA.

22. For purposes of construction, 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 individuals signing this Agreement on behalf of CCHS represent and warrant that they are authorized by CCHS to execute this Agreement. The individuals signing this Agreement on behalf of the Relators represent and warrant that they are authorized by the Relators to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement. The State of Delaware signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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 CCHS's successors, transferees, heirs, and assigns.

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

28. All Parties consent to the United States' and the State of Delaware's disclosure of this Agreement, and information about this Agreement, to the public.

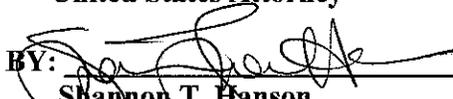
29. This Agreement is effective on the date of signature of the last signatory to the Agreement (defined throughout this document as the "Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

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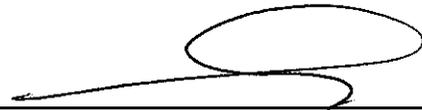
**THE UNITED STATES OF AMERICA**

**DAVID C. WEISS  
United States Attorney**

DATED: 1/29/2010

BY:   
**Shannon T. Hanson  
Seth M. Beausang  
Assistant United States Attorneys  
District of Delaware**

DATED: 2/24/10

BY:   
**Gregory E. Demske  
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**

**STATE OF DELAWARE**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**Daniel R. Miller, Deputy Attorney General  
Director, Delaware Department of Justice,  
Medicaid Fraud Control Unit**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**Rosanne Mahaney  
Acting Director  
Delaware Division of Medicaid and Medical  
Assistance**

**THE UNITED STATES OF AMERICA**

**DAVID C. WEISS  
United States Attorney**

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Shannon T. Hanson  
Seth M. Beausang  
Assistant United States Attorneys  
District of Delaware**

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Gregory E. Demske  
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**

**STATE OF DELAWARE**

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Daniel R. Miller, Deputy Attorney General  
Director, Delaware Department of Justice,  
Medicaid Fraud Control Unit**

**DATED:** 1/19/10

**BY:** Rosanne Mahaney  
**Rosanne Mahaney  
Acting Director  
Delaware Division of Medicaid and Medical  
Assistance**

**THE UNITED STATES OF AMERICA**

**DAVID C. WEISS**  
United States Attorney

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**Shannon T. Hanson**  
**Seth M. Beausang**  
Assistant United States Attorneys  
District of Delaware

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**Gregory E. Demske**  
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

**STATE OF DELAWARE**

DATED: 1/15/10

BY: \_\_\_\_\_

  
**Daniel R. Miller, Deputy Attorney General**  
Director, Delaware Department of Justice,  
Medicaid Fraud Control Unit

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**Rosanne Mahaney**  
Acting Director  
Delaware Division of Medicaid and Medical  
Assistance

CHRISTIANA CARE HEALTH SYSTEM AND COUNSEL

DATED: 1/27/2010

BY: Robert J. Laskowski M.D.  
Robert J. Laskowski, M.D.  
President and CEO  
CCHS

DATED: 1/27/10

BY: Adam Balick  
Adam Balick, Esq.  
BALICK & BALICK, LLC  
Counsel for CCHS

DATED: \_\_\_\_\_

BY: Ronald H. Levine  
Ronald H. Levine, Esq.  
POST & SCHELL, PC  
Counsel for CCHS

RELATORS AND COUNSEL

**WILMINGTON NEUROLOGY CONSULTANTS, PA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. William Sommers, President  
Wilmington Neurology Consultants, PA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. William Sommers

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Lee Dresser

**PIETRAGALLO GORDON ALFANO  
BOSICK & RASPANTI, LLP**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Marc S. Raspanti, Esq.  
Kevin E. Raphael, Esq.  
Counsel for Relators

**CHRISTIANA CARE HEALTH SYSTEM AND COUNSEL**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert J. Laskowski, M.D.  
President and CEO  
CCHS

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Adam Balick, Esq.  
BALICK & BALICK, LLC  
Counsel for CCHS

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Ronald H. Levine, Esq.  
POST & SCHELL, PC  
Counsel for CCHS

**RELATORS AND COUNSEL**

**WILMINGTON NEUROLOGY CONSULTANTS, PA**

DATED: 1/18/2010

BY: William Sommers  
Dr. William Sommers, President  
Wilmington Neurology Consultants, PA

DATED: 1/18/2010

BY: William Sommers  
Dr. William Sommers

DATED: 1/18/2010

BY: Lee Dresser  
Dr. Lee Dresser

DATED: 1/20/2010

**PIETRAGALLO GORDON ALFANO  
BOSICK & RASPANTI LLP**

BY: Marc S. Raspanti  
Marc S. Raspanti, Esq.  
Kevin E. Raphael, Esq.  
Counsel for Relators