CIVIL SETTLEMENT AGREEMENT

I. PARTIES

This Civil Settlement Agreement ("Agreement") is entered into between the following (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"); the TRICARE Management Activity ("TMA")(formerly the Office of Civilian Health and Medical Program of the Uniformed Services ("OCHAMPUS")), through its General Counsel (collectively "the United States"); and HCA Inc., formerly known as Columbia/HCA Healthcare Corporation, on behalf of its predecessors and current and former affiliates, divisions and subsidiaries (collectively "HCA").

II. PREAMBLE

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

A. HCA is a Delaware corporation that through its predecessors and/or its subsidiaries and affiliates operates or has operated over 400 hospitals, over 500 home health agencies, and numerous ancillary health care facilities in at least thirty states.

B. James F. Alderson, Gary L. King, Francesco Lanni, Michael Marine, Ann Mroz, Joseph "Mickey" Parslow, James M. Thompson, and John W. Schilling ("Relators") filed qui tam actions in various United States District Courts that are now pending before the District Court for the District of Columbia captioned as follows:

(1) *U.S. ex rel. Alderson v. Columbia/HCA Healthcare Corp., et al.*, Case No. 99-3290 (D.D.C.);

(2) *U.S. ex rel. King v. Columbia/HCA Healthcare Corp., et al.*, Case No. 99-3306 (D.D.C.);

(3) *U.S. ex rel. Lanni v. Curative Health Services, Inc. et al.*, Case No. 00-2584 (D.D.C.);

(4) *U.S. ex rel. Marine v. Columbia Aventura Medical Center, et al.*, Case No. 00-1845 (D.D.C.);

(5) *U. S. ex rel. Mroz v. Columbia/HCA Healthcare Corp., et al.*, Case No. 99-3292 (D.D.C.);

(6) *U.S. ex rel. Parslow v. Columbia/HCA Healthcare Corp., et al.*, Case No. 99-3338 (D.D.C.);

(7) *U.S. ex rel. Schilling v. Columbia/HCA Healthcare Corp., et al.*, Case No. 99-3289 (D.D.C.);

(8) *U.S. ex rel. Thompson v. Columbia/HCA Healthcare Corp., et al.*, Case No. 99-3302 (D.D.C.).

In the *Alderson*, *Schilling*, and *Marine* actions, above, HCA and certain of the HCA hospitals identified in Attachment 1 to this Agreement filed counterclaims and amended counterclaims against the United States ("HCA Counterclaims").

C. HCA 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-

1395ggg, the Medicaid Program, 42 U.S.C. §§ 1396-1396v; and the TRICARE Program (TRICARE), 10 U.S.C. §§ 1071-1110 (collectively "the government healthcare programs").

D. The United States contends that it has certain civil claims under the False Claims Act, 31 U.S.C. §§ 3729-33, and other federal statutes and/or common law and equitable doctrines, as specified in Paragraph 2 below, against HCA, for engaging in the following conduct (hereinafter the "Covered Conduct"):

(1) **Cost Reporting**

For cost report or cost statement periods ending on or after January 1, 1987 and ending on or before December 31, 1997, HCA and the HCA hospitals identified in Attachment 1 to this Agreement ("the HCA Hospitals") submitted or caused to be submitted cost reports and cost statements to representatives of the government healthcare programs seeking (a) reimbursement based in whole or in part upon costs stated to have been incurred as a result of treating beneficiaries of those programs, or (b) certain other payments claimed for reimbursement through a cost report (specifically, disproportionate share payments, indirect and direct medical education payments, bad debt payments, payments on charges where program reimbursable costs exceeded those charges, organ transplant payments, CORF payments, and rural health clinic payments), all of which HCA or an HCA Hospital represented were subject to reimbursement under the laws, regulations and rules applicable to those programs. These claims were false because many of the costs for which HCA and the HCA Hospitals sought reimbursement were either not incurred, incurred in lesser amounts, and/or otherwise not "allowable," *i.e.*, reimbursable, as claimed under the laws, regulations and rules governing the programs.

(2) **Physician Kickbacks**

From January 1, 1987 through December 31, 1999, the HCA Hospitals (*i.e.*, the hospitals identified in Attachment 1) and affiliated HCA home health agencies submitted or caused to be submitted claims to representatives of the government healthcare programs for items and services delivered by hospitals and home health agencies that were ordered by a physician, a member of a physician group practice, a professional corporation or other legal entity owned at least in part by a physician with whom the billing HCA provider, an HCA entity having an ownership interest in that provider, or an entity in which the HCA provider has an ownership interest, had a financial relationship, directly or through a family member. These claims were false because (a) Section 1877 of the Social Security Act ("SSA"), 42 U.S.C. § 1395nn (also known as the Stark Laws) prohibited the HCA providers from billing Medicare for items or services referred or ordered by physicians with whom HCA had improper financial relationships, (b) the HCA providers forfeited the right to bill the government healthcare programs for such items and services by paying remuneration to physicians intending that remuneration to induce those and other referrals in violation of the Anti-kickback Statute, 42 U.S.C. § 1320a-7b(b), or (c) the HCA providers were required to and did certify on cost reports submitted to fiscal intermediaries for the applicable fiscal years that items and services identified or summarized in each cost report were not provided or procured through the payment directly or indirectly of a kickback or billed in violation of federal law (*i.e.*, the Stark Laws).

(3) **Curative Wound Care Centers**

From January 1, 1993 through December 31, 1999, HCA hospitals identified in Attachment 2 to this Agreement submitted or caused to be submitted cost reports to

representatives of Medicare seeking reimbursement of management fees paid to Curative Health Services, Inc. ("Curative"), and seeking reimbursement for items and services rendered to patients in Wound Care Centers managed by Curative ("WCCs"). These claims were false because the management fees paid to Curative included unallowable costs for marketing and advertising. Certain of the HCA hospitals identified in Attachment 2 also submitted claims that were false because, contrary to each such hospital's certification, the management fee payments to Curative violated the Anti-kickback Statute, 42 U.S.C. § 1320a-7b(b), and claims submitted for items or services rendered to Medicare beneficiaries as a result were fraudulent. Additionally, the claims of certain hospitals identified in Attachment 2 for reimbursement of costs incurred for providing Procuren, a wound-healing product manufactured by Curative, were false because Procuren was not reimbursable under Medicare.

(4) **PPS Transfer**

From January 1, 1992 through December 31, 2000, HCA hospitals identified in Attachment 1 to this Agreement submitted or caused to be submitted claims for discharges of patients who were in fact transferred to another Prospective Payment System ("PPS") facility. Those claims were false because such patients were not "discharged" within the applicable Medicare regulations and the HCA hospitals were not entitled to the full amount of reimbursement they sought.

(5) **Cedars Medical Center Cost Shifting**

From 1994 through December 31, 1997, HCA hospitals identified in Attachment 3 filed false Medicare cost reports and cost statements that included Resource Center home health costs incurred by another hospital, Cedars Medical Center, which costs Medicare would not pay

because Cedars' home health costs exceeded the cost limit, to other HCA hospitals that were below the cost limits. These claims were false because hospitals identified in Attachment 3 were not entitled to receive reimbursement for the costs incurred by Cedars Medical Center under the laws, regulations and rules governing Medicare.

(6) **Lawnwood Regional Medical Center Claims**

For cost report years 1991 through 1996, HCA's Lawnwood Regional Medical Center submitted cost reports to representatives of Medicare seeking reimbursement of purportedly allowable costs. These claims were false because Lawnwood: (a) overstated the extent to which it treated a disproportionate share of indigent patients; (b) improperly reclassified certain salary and benefit costs to the skilled nursing unit, the psychiatric facility and the outpatient services department for employees who did not work in those units; (c) billed inconsistently for laboratory services; and (d) did not properly allocate the salaries and benefits of certain emergency room physicians.

E. The OIG-HHS and TMA contend that they have certain administrative claims against HCA under the provisions for permissive exclusion from the Medicare, Medicaid, and other Federal health care programs, 42 U.S.C. § 1320a-7(b), the provisions for civil monetary penalties, 42 U.S.C. § 1320a-7a, and permissive exclusion from TRICARE, 32 C.F.R. § 199.9, for the Covered Conduct.

F. HHS also contends that it has certain administrative claims against HCA for overpayments for amounts claimed through cost reports and cost statements submitted to representatives of Medicare. Those administrative overpayment claims are the subject of another

settlement agreement executed contemporaneously with this agreement between HCA and the HHS Centers for Medicare & Medicaid Services ("2003 HHS Administrative Agreement").

G. The Relators identified in Paragraph B above have each represented, through counsel, that they agree that the settlement amount negotiated by the United States for claims stated in the *qui tam* action each filed is fair, adequate, and reasonable under all the circumstances as defined by 31 U.S.C. § 3730(c)(2)(B). Each Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement. This Agreement does not cover the claims of any Relator to a share of the proceeds or their attorney's fees under 31 U.S.C. § 3730(d). Nothing in this agreement shall constitute evidence or an admission that any relator has a valid claim as a relator.

H. This Settlement Agreement does not constitute evidence or an admission by any party of any liability or wrongful conduct.

I. HCA has executed a letter of credit in favor of the United States in the total amount of two hundred fifty million dollars ($250,000,000) pursuant to a February 11, 1999 Letter of Credit Agreement (LOC Agreement), as amended. The LOC Agreement is incorporated herein by reference.

J. HCA and OIG-HHS executed a separate Corporate Integrity Agreement ("CIA") on December 14, 2000, which is incorporated herein by reference.

K. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the claims set forth above, the Parties hereby reach a full and final settlement of the claims against HCA pursuant to the Terms and Conditions set forth below.

III. TERMS AND CONDITIONS

NOW, THEREFORE, in reliance upon the representations contained herein, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. HCA agrees to pay to the United States $629,487,927.00, plus interest accruing at a simple rate of 4.5% per annum from February 3, 2003 through and including the Payment Date (the "Settlement Amount"). The "Payment Date" shall be within ten (10) days after entry of the Orders of Dismissal by the United States District Court for the District of Columbia. HCA agrees to pay the Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by Michael F. Hertz, Director, Commercial Litigation Branch, Civil Division, United States Department of Justice. The Settlement Amount represents the total of the following settlement amounts:

Cost Reporting Intervened Claims: $356,000,000

Physician Kickbacks: $225,500,000

Curative Wound Care Centers: $17,000,000

PPS Transfer: $5,000,000

Cedars Medical Center Cost Shifting: $950,000

Lawnwood Regional Medical Center: $5,037,927

Amounts for *Alderson* and *Schilling* Declined Claims; Relators' Share for those Claims: $20,000,000

2. Subject to the exceptions in Paragraph 8 below, in consideration of the obligations of HCA set forth in this Agreement, conditioned upon HCA's payment in full of the

Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release HCA together with its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, divisions, corporations, current or former owners, partnerships or other legal entity in which HCA or an HCA subsidiary has or had an ownership interest, and the partners or other shareholders in any such partnership or other legal entity, and the successors and assigns of any of them, from any civil or administrative monetary claim the United States has or may have 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; the civil money penalty provision of the Stark Laws, 42 U.S.C. §§ 1395nn(g)(3), (4); or the common law and/or equitable theories of payment by mistake, unjust enrichment, recoupment, restitution, disgorgement of illegal profits and fraud, for the Covered Conduct.

3. In consideration of the obligations of HCA set forth in this Agreement, conditioned upon HCA's payment in full of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release HCA from all obligations it has under the LOC Agreement.

4. After the execution of this Agreement, the United States, HCA and Relators will file stipulations in the United States District Court for the District of Columbia for (a) dismissal with prejudice of the claims stated against HCA in the United States' Complaints and Amended Complaints in the Civil Actions identified in Paragraph B above; (b) dismissal with prejudice to Relators and without prejudice to the United States of those claims stated against HCA in the Relators' Complaints and Relators' Amended Complaints in the Civil Actions

identified in Paragraph B above; and (c) dismissal with prejudice to HCA and the HCA Hospitals of the HCA Counterclaims. The stipulations of dismissal will be conditioned upon receipt by the United States of the Settlement Amount, and subject to the terms of this Agreement. With the exception of those claims excluded from the above releases by Paragraph 8 below, the parties agree that they reserve the right to seek to dismiss any claim of any relator other than those identified on the grounds they are coextensive with the Covered Conduct or are otherwise barred.

5. Should this Agreement be challenged by any relator as not fair, adequate or reasonable pursuant to 31 U.S.C. § 3730(c)(2)(B), the United States and HCA agree that they will take all reasonable and necessary steps to defend this Agreement.

6. In consideration of the obligations of HCA set forth in this Agreement and the CIA, incorporated herein by reference, conditioned upon HCA's payment in full of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing or maintaining any administrative action seeking exclusion from the Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against HCA under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities), for the Covered Conduct, except as reserved in Paragraph 8, below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude HCA together with its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, affiliates, and the successors and assigns of any of them from the Medicare, Medicaid, or other Federal health care program 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 8, below.

7. In consideration of the obligations of HCA set forth in this Agreement, conditioned upon HCA's payment in full of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE/CHAMPUS Program against HCA under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 8, below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude HCA together with its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, affiliates, and the successors and assigns of any of them, from the TRICARE/CHAMPUS program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct.

8. 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 HCA and Relators) are any and all of the following claims of the United States or its agencies:

a. Any civil, criminal or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as stated in Paragraphs 2, 6 and 7 of this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;

d. Any liability for any conduct other than the Covered Conduct;

e. Any claims based upon such obligations as are created by this Agreement;

f. Any express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services, provided by HCA;

g. Any claims for personal injury or property damage, or for other similar consequential damages, arising from the Covered Conduct;

h. Any claims based on a failure to deliver items or services due;

i. Any civil or administrative claims against individuals (including current or former directors, officers, employees, agents, or shareholders of HCA);

j. Any civil or administrative claims against hospitals or other entities acquired by HCA after May 2000 for conduct during periods in which those hospitals or entities were not owned in whole or in part by HCA prior to May 2000;

k. Any claims for conduct described in Paragraph (D)(1) (cost reporting) that are alleged in the relators' complaints pending as of December 2002 in the following *qui tam* lawsuits:

(i) *U.S. ex rel. Hockett, et al., v. Columbia/HCA Healthcare Corp., et al.*, No. 99-3311(D.D.C.);

(ii) *U.S. ex rel. McReady v. Columbia North Monroe Hospital, et al.*, No. 00-1846(D.D.C.);

(iii) *U.S. ex rel. Sanderson v. HCA - The Healthcare Company, et al.*, No. 3-01 0580 (M.D. Tenn.);

(iv) *U.S. ex rel. Locke v. Living Hope Institute, et al.*, Civ. A. No. LR-C-99-031 (E.D.Ark.).

9. HCA waives and will not assert any defenses HCA may have to any criminal prosecution or administrative action relating to the Covered Conduct, which defenses 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 Settlement bars a remedy sought in such criminal prosecution or administrative action. HCA agrees that this settlement is not punitive in purpose or effect. 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. HCA and the HCA Hospitals fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including, without limitation, the HCA Counterclaims and any claims for attorney's fees, costs, and expenses of every kind and however denominated) which HCA has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation, prosecution and settlement thereof.

11. The Settlement Amount will 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 by TRICARE or any State payor, related to the Covered Conduct; and HCA agrees not to resubmit to any Medicare carrier or intermediary or to TRICARE or any State payor any

previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

12. HCA agrees to the following:

(a) Unallowable Costs Defined: HCA agrees that all costs (as defined in the Federal Acquisition Regulations (FAR) 48 C.F.R. § 31.205-47 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v, and the regulations promulgated thereunder) incurred by or on behalf of HCA, its predecessors and current and former affiliates, divisions and subsidiaries and its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement and any related Plea Agreement,

(2) the Government's audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement,

(3) HCA's investigation, defense, and corrective actions undertaken in response to the Government's audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees and the obligations undertaken pursuant to the CIA incorporated in this Agreement),

(4) the negotiation and performance of this Agreement and any Plea Agreement, and

(5) the payments HCA makes to the United States pursuant to this Agreement and the 2003 HHS Administrative Agreement and any payments that HCA may make to any relator and/or relator's attorney, are unallowable costs on Government contracts and

under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP). (All costs described or set forth in this Paragraph 12(a) are hereafter, "unallowable costs").

(b) Future Treatment of Unallowable Costs: These unallowable costs will be separately estimated and accounted for by HCA, and HCA will 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 HCA or any of its subsidiaries to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Sought: HCA further agrees that within 60 days of the effective date of this Agreement it will identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid, VA 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 HCA or any of its subsidiaries, and will 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. HCA agrees that the United States will be entitled to recoup from HCA any overpayment 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 HCA or any of its subsidiaries on the effect of inclusion of unallowable costs (as defined in this Paragraph) on HCA or any of its subsidiaries' cost reports, cost statements, or information reports. Nothing in this Agreement shall constitute a waiver of the rights of the United States to examine or reexamine the unallowable costs described in this Paragraph.

13. HCA agrees to cooperate fully and completely with the United States in any criminal, civil and/or administrative investigations and proceedings of any present and former officers, directors, employees and agents, and of any parties with whom it had or has a business or professional relationship with respect to the Covered Conduct. HCA will itself provide information through testimony and/or oral briefings by competent corporate representatives upon request of the United States. HCA will furnish to the United States, upon reasonable request, complete and un-redacted 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 which it has undertaken, or which has been performed by others on its behalf, and agrees that it will not assert any claim of privilege with respect to information requested by the United States to establish the authenticity or evidentiary foundation for the non-privileged information it has provided. HCA agrees not to impair, and, upon reasonable notice, will encourage, the cooperation of its directors, officers, employees and agents in any investigation of the Covered Conduct. HCA also agrees to 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 in any

investigation of the Covered Conduct. The obligations referred to in this Paragraph shall in no way limit HCA's obligations under any other agreement with the United States or the any state, including, but not limited to, the Plea Agreement that HCA entered with the United States in December, 2000.

14. This Agreement is intended to be for the benefit of the Parties, and by this instrument the Parties do not release any claims against any other person or entity, except to the extent specifically provided for in this Agreement.

15. HCA agrees that it will not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents or sponsors. HCA waives any causes of action against these beneficiaries or their sponsors or responsible parties based upon the claims for payment covered by this Agreement.

16. Except as may be expressly provided to the contrary in this Agreement, each party to this Agreement will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. 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 will be the United States District Court for the District of Columbia, except that disputes arising under the Corporate Integrity Agreement shall be resolved exclusively under the dispute resolution provisions in the Corporate Integrity Agreement.

18. This Agreement may not be amended except by written consent of the Parties, except that only HCA and OIG-HHS must agree in writing to modification of the Corporate Integrity Agreement.

19. The undersigned individuals signing this Agreement on behalf of HCA represent and warrant that they are authorized by HCA to execute this Agreement. The undersigned United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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

21. This Agreement is binding on HCA's successors, transferees, heirs, and assigns.

22. This Agreement is effective on the date of signature of the last signatory to the Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

THE UNITED STATES OF AMERICA

DATED: June 26, 2003

BY: _____

JOYCE R. BRANDA
Deputy Director
Commercial Litigation Branch
Civil Division
U.S. Department of Justice

DATED: June 25, 2003

BY: Larry J. Goldberg

LARRY J. GOLDBERG
Assistant Inspector for Legal Affairs
Office of Inspector General
United States Department of
Health and Human Services

DATED: 24 Jun 03

BY: _____

LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department
of Defense

HCA Inc.

DATED: 6/24/2003 BY: _____
ROBERT A. WATERMAN
General Counsel
HCA

DATED: June 24, 2003 BY: _____
CATHRYN L. SOWERS
Vice President
Litigation
HCA

DATED: 6/26/03 BY: _____
ROGER S. GOLDMAN
WALTER P. LOUGHLIN
Latham & Watkins
Counsel for HCA