

## SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (Agreement) is entered into between: the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (OIG-HHS), the TRICARE Management Activity (TMA), a field activity of the Department of Defense, acting through the General Counsel of TMA, and the Health Care Financing Administration, a component of the Department of Health and Human Services (HCFA) (collectively, the United States); Syed Rahman, M.D. (Rahman); Joanne Russell (Russell); and Douglas Colkitt, M.D. (Colkitt). Hereafter, the above individuals and entities are referred to as the Parties.

### II. DEFINITIONS

As used herein the terms set forth below shall have the following meaning:

Approval Date: The earlier of: (1) the date that an Order of the Bankruptcy Court is entered approving the Colkitt et al. Settlement Agreement, or (2) the date that the United States provides written notification to Defendants, by hand-delivery or facsimile transmission to Defendants' counsel, of its election not to rescind this Agreement under Paragraph 24 of the Colkitt et al. Settlement Agreement.

At-Risk Payments: Payments that satisfy either of the following conditions: (1) they are made by a person or entity who becomes the subject of a voluntary or involuntary petition filed under Title 11 of the United States Code within 90 days of the payment; or (2) the United States has yet to be permitted, pursuant to a Final Order, to retain and dispose of the amount paid as the United States sees fit. The recoupment of funds by the United States from an entity included within Subparagraph (1) of this Definition shall be included herein as an At-Risk Payment. However, a distribution to the United States from the EquiMed estate approved by a Final Order shall not be included as an At-Risk Payment.

Bankruptcy Court: The court presiding over those aspects of the EquiMed Bankruptcy involving this Agreement and its implementation.

Civil Action: The case pending in the United States District Court for the District of Maryland titled United States ex rel. Rahman v. Oncology Associates, P.C., et al., No. H-95-2241.

Colkitt Defendants: This term shall be defined precisely as it is in Section II of the Colkitt, et al. Settlement Agreement.

Colkitt, et al. Settlement Agreement: The settlement agreement entered into between the United States, Relator, Colkitt, and various other entities including but not limited to several

EquiMed subsidiaries and professional corporations wholly owned by Colkitt which is being signed contemporaneously with this Agreement.

Covered Conduct: With respect to Russell and Colkitt, (1) during the period from January 1, 1992 through June 30, 1996: submitting claims using HCFA Common Procedure Coding System (HCPCS) Codes 77263, 77300, 77310, 77315, 77334, 77336, 77370, 99244 and 99254 to bill for radiation oncology services that were not provided or ordered by a physician, were not medically necessary, or for which defendants in the Civil Action misrepresented the medical services rendered to obtain improperly higher reimbursement or to double bill for such services; (2) during the period from August 24, 1992 through December 31, 1996: submitting claims for radiation oncology services rendered to hospital inpatients when such claims erroneously identified such patients as out-patients; (3) from January 1998 to April 1999: engaging in fraudulent transfers to and from other defendants in the Civil Action, in violation of 28 U.S.C. § 3304; and (4) any other claims asserted in the Civil Action.

Defendants: Except to the extent this term is preceded by the words "in the Civil Action," in which case it shall refer to all defendants in the Civil Action, this term shall be defined

precisely as it is in Section I of the Colkitt, et al. Settlement Agreement.

EquiMed Bankruptcy: The bankruptcy proceeding pending in the District of Maryland titled In re EquiMed, Inc., Bankruptcy No. 00-1-1147-PM and Case Number 00-1216, or any other bankruptcy proceeding in which EquiMed, Inc. is a debtor.

Execution Date: The date of signature of the last signatory to the Agreement, as provided in Paragraph IV.37 below.

Final Order: An order of any court of competent jurisdiction at the time of the order's entry, from which no appeal has been taken and which is not the subject of a motion for reconsideration or a stay and the time for seeking such relief has elapsed, or if an appeal has been taken, the order is affirmed, or if reconsideration or a stay has been sought, such relief has been denied.

Interest: Interest at the judgment rate set forth in 28 U.S.C. § 1961 that is in effect on the Execution Date of this Agreement and accruing on the outstanding balance due each month from the first day of the first month following the Approval Date.

Keystone, Oaktree et al. Settlement Agreement: The settlement agreement between the United States, Rahman, and Keystone Oncology LLC, Oaktree Cancer Care, Inc., Rosewood Cancer Care, Inc. and

Jefferson Radiation Oncology Center Limited Partnership, which is being signed contemporaneously with this Agreement.

Payment In Full: Payment In Full shall be deemed to have occurred only when both of the following conditions are satisfied: the United States has received payments of the full Settlement Amount pursuant to Final Orders, and at least 91 days have elapsed since the last such payment was made to the United States. Provided, however, that if any such payments of the Settlement Amount include At-Risk Payments, Payment in Full has not occurred and Defendants' payment obligations are not deemed satisfied until: (1) defendants in the Civil Action pay, in addition to the Settlement Amount, and pursuant to the terms and conditions set forth in Subparagraph IV.1.c. in the Colkitt et al. Settlement Agreement, a sum equal to the At-Risk Payments, and (2) the additional sum paid pursuant to Subparagraph IV.1.C. of the Colkitt et al. Settlement Agreement consists of Secure Payments.

Secure Payments: Payments from any of the defendants in the Civil Action to the United States that are not At-Risk Payments.

Settlement Amount: Nine million, eight hundred eighty five thousand dollars (\$9,885,000.00) plus Interest.

### III. PREAMBLE

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

A. Colkitt is an individual in the business of providing radiation oncology services to cancer patients in Pennsylvania, Maryland, New Jersey, New York, North Carolina, Ohio, Arizona, Illinois and Florida, or in the business of billing for such services. Russell is Colkitt's wife and assisted Colkitt with the above business.

B. Syed Rahman, M.D. (the Relator) is a physician who, from 1993 to 1994, provided radiation oncology services as a subcontractor under contract with Derdel Union Memorial Oncology Associates, P.C. in Maryland, a defendant in the Civil Action. In 1995, Rahman filed the Civil Action under the *qui tam* provisions of the False Claims Act, as amended, 31 U.S.C. §§ 3729-3733 (False Claims Act).

C. The United States contends that Russell and Colkitt 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 and the TRICARE program (also known as the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)), 10 U.S.C. §§ 1071-1109.

D. The United States contends that it has certain civil claims against Russell and Colkitt under the False Claims Act, 31 U.S.C. §§ 3729-3733, the Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3001-3308, and/or the common law doctrines of unjust

enrichment, payment by mistake of fact, alter ego and mere instrumentality, fraudulent transfer and successor liability, for engaging in the Covered Conduct..

E. The United States also contends that it has certain administrative claims against Russell and Colkitt under the provisions for permissive exclusion from the Medicare, Medicaid and other federal health care programs, 42 U.S.C. § 1320a-7(b), and the provisions for civil monetary penalties, 42 U.S.C. § 1320a-7a, for the Covered Conduct.

F. Russell and Colkitt deny the contentions of the United States as set forth in Paragraphs C through E above. Except for the representations in Paragraph 25 regarding Russell's solvency and for representations in Paragraph 26 regarding bankruptcy proceedings commenced within 91 days of any payments under this Agreement, the Parties agree that nothing in this Agreement constitutes an admission by any person or entity with respect to any issue of law or fact.

G. In order to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of these claims, the Parties have reached a final settlement as set forth below. This settlement, when combined with the Colkitt et al. Settlement Agreement (attached hereto as Attachment 1), the Keystone, Oaktree et al. Settlement Agreement and the Corporate Integrity Agreements,

constitutes a full settlement between the United States, Relator, Colkitt and Russell:

#### IV. TERMS AND CONDITIONS

NOW THEREFORE, 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. Establishment Of An Escrow Account For The Benefit Of The United States: In the Colkitt et al. Settlement Agreement, Colkitt personally and various other defendants to the Civil Action, not including Russell, have agreed to pay to the United States the collective sum of Nine Million Eight Hundred Eighty Five Thousand Dollars (\$9,885,000.00) plus Interest (the Settlement Amount). To secure partially the obligations of the Parties to the Colkitt et al. Settlement Agreement, Russell and Colkitt agree to establish an escrow account for the benefit of the United States (Escrow Account) to hold funds up to Three Million One Hundred And Fifty Thousand Dollars (\$3,150,000.00) plus Interest (Escrow Amount). The Escrow Amount shall be paid into the Escrow Account by Colkitt and Russell from the liquidation of certain artwork owned jointly by Colkitt and Russell, as set forth on Attachment 2 (Artwork), and real estate owned jointly by Colkitt and Russell located at 2171 Sandy Drive, State College, PA (Real Estate). Colkitt and Russell hereby certify that they alone have owned the Artwork continuously



throughout the period from January 1, 1996 to the Execution Date, and that they alone have owned the Real Estate continuously throughout the period from January 1, 1996 to June 15, 2000 when the Real Estate was sold to a third party. Provided that all the Parties consent in writing, additional monies may be paid into the Escrow Account to satisfy the Escrow Amount. Within seven (7) days of the Execution Date, Russell and Colkitt shall establish the Escrow Account naming the United States as the beneficiary. Russell and Colkitt shall name an escrow agent for the Escrow Account subject to the approval of the United States. The escrow agent shall only invest in securities of the United States Government or in a mutual fund investing only in securities of the United States Government. Russell and Colkitt shall pay all fees and expenses associated with the Escrow Account. Interest accruing in the Escrow Account shall be retained in the Escrow Account and credited towards the Escrow Amount. The United States is entitled to all payments of principal and interest into the Escrow Account to the extent provided for in this Agreement. Otherwise, the funds in the Escrow Account shall be deemed the property of Colkitt and Russell.

Colkitt and Russell will not liquidate the Artwork without the prior written consent of the United States; provided that (a) such consent will not be necessary for sales of the Artwork to the highest bidder at auctions that are nationally recognized in the

art field as a suitable vehicle for liquidating the Artwork and (b) such consent will not be required if the sales price of any item of Artwork is at least double the value of such item in a certain appraisal dated May 16, 2000 performed by Jeffrey Fuller Fine Art, Ltd. In the event that any item of the Artwork is sold pursuant to subparagraph (b) hereof, it may not be sold to a defendant in the Civil Action and may not be purchased with funds provided by any defendant in the Civil Action. Colkitt and Russell shall, immediately upon written request to their counsel, provide the United States with all documents reflecting the sale of the Artwork.

2. Disbursement Of The Escrow Amount:

a. The United States shall be entitled to a disbursement of all or part of the funds in the Escrow Account, up to the Escrow Amount, in the event that either one of the following occurs:

i. The parties to the Colkitt et al. Settlement Agreement do not meet one or more of their obligations to make the payments as set forth in Paragraphs 1, 4 and 5 of that Agreement; or

ii. Twenty-seven (27) months have elapsed from the Approval Date and Payment in Full has not occurred.

b. Notwithstanding Subparagraph a. above, in the event that twenty-seven (27) months have elapsed from the Approval Date and Payment in Full has not occurred but the Settlement Amount has

been paid to the United States pursuant to Final Orders that have permitted the United States to retain the funds and dispose of them as the United States sees fit: the funds in the Escrow Account shall remain in that Account as Supplemental Payment Amounts, as that term is used in Subparagraph IV.1.c. of the Colkitt et al. Settlement Agreement, pursuant to the terms and conditions set forth in that Subparagraph. Provided, however, that under no circumstances shall the United States be entitled to receive, or to cause Russell and Colkitt to retain in the Escrow Account, more than the difference between the Settlement Amount and the sum of the Secure Payments (said difference shall be referred to as the Shortage Amount). In the event that the Escrow Account contains more than the Shortage Amount, the balance of the proceeds shall promptly be paid over to Colkitt and Russell jointly.

3. Sale Of Artwork Within Six Months: Colkitt and Russell promise and agree that they will make their best efforts to sell the Artwork within six months from the Approval Date. All proceeds from the sale of the Artwork, up to the Escrow Amount, shall be placed into the Escrow Account. Once, after the proceeds of the sale of the Real Estate have been deposited into the Escrow Account, sufficient Artwork has been sold to pay the Escrow Amount, and once all proceeds of these sales of Artwork have also been placed into the Escrow Account, Colkitt and Russell shall not be obligated to sell any more Artwork.

4. Failure To Pay The Escrow Amount Within Six Months: In the event that within six months from the Approval Date Colkitt and Russell are unable to deposit the full Escrow Amount into the Escrow Account exclusively from proceeds of the sale of the Artwork and Real Estate, the United States shall have the option of rescinding this Agreement pursuant to Subparagraph 18(b) below. In the event that Colkitt and Russell do not timely deposit the full Escrow Amount into the Escrow Account, and the United States elects not to rescind this Agreement pursuant to this paragraph, Colkitt and Russell agree that they will do the following:

a. retain the Escrow Account for the benefit of the United States;

b. upon receipt of a written request from the United States to do so, make their best efforts promptly to sell any remaining Artwork that had yet to be liquidated and deposit the proceeds into the Escrow Account; and

c. execute a security agreement in the form attached hereto as Attachment 3 (the Colkitt/Russell Security Agreement) granting the United States a security interest in any Artwork not yet liquidated (the Collateral). The Colkitt/Russell Security Agreement shall secure: (i) the payment obligations of the parties in the Colkitt et al. Settlement Agreement up to but not exceeding the difference between the Escrow Amount and the funds actually held in the Escrow Account; (ii) Interest thereon; and

(iii) costs of maintaining, insuring and executing on the Collateral incurred by the United States (hereinafter, the sum of the amounts set forth in Subparagraphs (i)-(iii) above is referred to as the Security Interest Amount). The Colkitt/Russell Security Agreement shall provide that the United States may execute upon the Collateral under the circumstances set forth in Paragraph 2 above. In the event that the United State executes on the Collateral and the proceeds of the Collateral exceed the Security Interest Amount, then the United States shall retain no more than the Security Interest Amount and the balance of the proceeds shall be promptly paid over to Colkitt and Russell jointly.

5. No Personal Liability Of Russell Other Than As Set Forth: Notwithstanding any other Paragraph of this Agreement, this Agreement shall not give rise to any personal liability on the part of Russell other than the obligations to establish the Escrow Account, deposit the proceeds from the sale of the Artwork and Real Estate in that account, sell the Artwork and grant the security interests as described above. Nevertheless, nothing in this Paragraph shall eliminate any obligations on Russell pursuant to Paragraph 17 of this Agreement.

6. Limitation On Disbursements From Escrow: Any disbursements from the Escrow Account shall be subject to the review of the Bankruptcy Court, unless: (a) otherwise directed by the Bankruptcy Court or other court of competent jurisdiction, or

(b) the Bankruptcy Court has already ruled that the asset from which the monies to be disbursed were derived was not an asset of the bankruptcy estate of EquiMed or any other bankrupt individual or entity whose bankruptcy is before the Bankruptcy Court. If the condition set forth in Subparagraph (b) applies, the United States may retain and disburse the funds as it sees fit. Any net funds that the United States receives pursuant to this Paragraph and that the Bankruptcy Court ultimately determines are part of the EquiMed or other related bankruptcy estate shall not be credited to the Settlement Amount except pursuant to the terms set forth in Subparagraph IV.1.b. of the Colkitt et al. Settlement Agreement..

7. Compensation Restrictions: Colkitt has provided to the United States a sworn statement setting forth his and Russell's compensation arrangement with each business entity that he owns or controls. Until the Settlement Amount is Paid In Full, neither Colkitt nor Russell shall increase the amount of compensation they receive from any such entity that Colkitt owns or controls (excluding entities that Colkitt owns as a joint tenant with Russell but not excluding Oncology Services Corporation).

8. Release Of Russell By The United States: Subject to the exceptions in Paragraph 14 below (Exclusions From Releases), and in consideration of the obligations of Russell set forth in this Agreement, the United States (on behalf of itself, its officers, agents, agencies and departments, but not the United States Trustee

or any trustee appointed in a bankruptcy proceeding) agrees to release Russell 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 Fraudulent Transfer Provisions of the Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3206-3308, the common law theories of payment by mistake, unjust enrichment, breach of contract, fraud, fraudulent transfers, alter ego, mere instrumentality and any claims asserted in the Civil Action for the Covered Conduct. This release is effective as of the Approval Date, but is revocable by the United States as set forth in Paragraph 13 below.

Notwithstanding any other provisions of this Settlement Agreement, including any releases contained herein, the United States expressly reserves and shall have the right to file and defend a proof of claim, and receive a distribution on account of any proof of claim filed by the United States or its various departments and agencies, including but not limited to the Department of Health and Human Services and TMA, in the EquiMed Bankruptcy and/or the bankruptcy of Russell, if any shall be filed, whether or not procedurally or substantially consolidated.

9. Releases by HHS/OIG: Subject to the exceptions set forth in Paragraph 14 below (Exclusions From Releases) and any express reservations in this paragraph, in consideration of the obligations

of Russell set forth in this Agreement, the OIG-HHS agrees to release and refrain from instituting, directing or maintaining any administrative claim or any action seeking exclusion from the Medicare, Medicaid or other Federal health care programs (as defined in 42 U.S.C. § 1320b-7(f)) against Russell, under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), or 42 U.S.C. § 1320a-7(b) (permissive exclusion), for the Covered Conduct. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Russell from the Medicare, Medicaid or other Federal health care program under 42 U.S.C. Section 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 to the extent that civil claims have been reserved in Paragraph 14 below (Exclusions From Releases). This release is effective as of the Approval Date, but is revocable by the United States as set forth in Paragraph 13 below.

10. Releases By TMA: Subject to the exceptions set forth in Paragraph 14 below (Exclusions From Releases) and any express reservations in this paragraph, in consideration of the obligations of Russell set forth in this Agreement, conditioned upon Russell's and Colkitt's full performance of the terms of this Agreement, the TMA agrees to release and refrain from instituting, directing, or maintaining any administrative claim or any action seeking



exclusion from the TRICARE Program against Russell under 32 C.F.R. § 199.9 for the Covered Conduct. The TMA expressly reserves authority to exclude Russell from the TRICARE program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), (f)(1)(i)(D), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes the TMA from taking action against entities or persons or for conduct and practices to the extent that civil claims have been reserved in Paragraph 14 below (Exclusions From Releases). This release is effective as of the Approval Date, but is revocable by the United States as set forth in Paragraph 13 below.

11. Releases Of Russell By Relator And Relator's Counsel:

Subject to the express reservations in this Paragraph, and in consideration of the obligations of Russell and Colkitt set forth in this Agreement, the Relator and Relator's Counsel, for themselves, their heirs, successors and assigns and anyone claiming through them or on their behalf, hereby unconditionally and absolutely and forever remise, release quitclaim and forever discharge Russell to the fullest extent permitted by law, from any and all, and all manner of, action and actions, cause or causes of action, complaints, grievances, suits, debts, dues, offsets, recoupments, claims, counterclaims, sums of money, accounts, reckonings, bonds, bills, specialities, liens, charges,

accountings, covenants, contracts, controversies, agreements, promises, variances, trespasses, contributions, indemnifications, damages, judgments, decrees, extents, executions, rights, liabilities, obligations, losses, demands, costs and expenses (including without limitation, court costs and attorneys' fees), of whatever kind of nature, whether at law or in equity, or otherwise, whether known or unknown, fixed or contingent, which they ever had, now have, or may have for, upon, or by reason, of any cause, matter or thing whatsoever occurring from any time up to and including the Effective Date against Russell, except for the obligations imposed by this Agreement. The releases set forth in this Paragraph are effective as of the Approval Date, but shall be revocable by the Relator or Relator's Counsel if: (a) the releases of Russell are voided pursuant to Paragraph 26 below or the United States revokes its releases of Russell pursuant to Paragraph 13 below; or (b) Defendants fail to satisfy their obligations to Relator's Counsel as set forth in the Colkitt et al. Settlement Agreement.

12. Releases Of The United States By Relator: In consideration of the obligations of the United States set forth in this Agreement, the Colkitt, et al. Settlement Agreement, and the Keystone, Oaktree et al. Settlement Agreement, Relator and Relator's Counsel agree to release the United States from any claims pursuant to 31 U.S.C. § 3730(d)(1), for a share of the proceeds of the settlement under this Agreement. In addition,

pursuant to 31 U.S.C. § 3730(c)(2)(B), Relator and Relator's Counsel agree that the settlement of the allegations in the Civil Action as to the Relator is fair, adequate and reasonable under the circumstances.

13. Revocation Of Releases:

a. The Releases set forth in Paragraphs 8-11 shall be deemed to be automatically revoked if any of the following events occur (hereinafter Events Of Revocation Of Releases):

i. The United States rescinds this Agreement pursuant to Paragraph 18;

ii. Russell's obligations under this Agreement are avoided, as discussed in Paragraph 26 below, provided that Payment in Full has not occurred after giving effect to any such avoidance.

b. Notwithstanding Subparagraph a. of this Paragraph or any other provision in this Agreement, under no circumstances may the release granted to Russell be revoked if all of the following conditions are met:

i. Russell and Colkitt have fulfilled all obligations under this Agreement;

ii. Russell's obligations under this Agreement have not been avoided, as discussed in Paragraph 26 below,

iii. At least twenty nine months have passed since the Approval Date and the United States has failed to provide

written notice to Russell that it is rescinding this Agreement, pursuant to the provisions of Paragraph 18 below, and

iv. The United States has failed to provide written notice to Russell that it is rescinding this Agreement pursuant to the provisions of Paragraph 18 below, even though: (1) two months have elapsed after Final Orders have been issued concerning all pending motions to enable the United States to retain, and dispose of as it sees fit, any payment made or proposed by any defendant to the Civil Action; and (2) five months have elapsed since each payment referenced in Subparagraph (1) above was made.

Provided, further, that in the event that at least one of the conditions set forth in Subparagraphs (i) - (iv) has not been met, the United States expressly reserves and shall have the right to file, defend, and receive a distribution on account of any proof of claim filed by the United States or its various departments and agencies in a bankruptcy proceeding involving the Bankruptcy of Russell, whether or not procedurally or substantively consolidated.

14. Exclusions From Releases: 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 any defendant in the Civil Action) are any and all of the following:

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

b. Any criminal liability;

c. Any administrative liability, including mandatory exclusion from Federal health care programs, but not including those administrative claims that are released pursuant to Paragraphs 9-10;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any claims based upon such obligations as are created by this Agreement, including those created by the Corporate Integrity Agreement referred to in Paragraph 16 below; and

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

15. Releases For Benefit Of Parties Only: This Agreement is intended to be for the benefit of the Parties only and by this instrument the Parties do not release any claims against any other person or entity.

16. Corporate Integrity Agreement: As part of the consideration for entering into this Agreement, Russell has entered into a Corporate Integrity Agreement with HHS, attached as Attachment 4. Russell will begin implementation of her obligations under the Corporate Integrity Agreement on the Approval Date.

17. Financial Disclosures/Insurance:

a. Russell agrees not to contest any collection action undertaken by the United States pursuant to Paragraph 23 of the Colkitt et al. Settlement Agreement (relating to Financial Disclosures).

b. Subject to the condition that all rights to insurance are retained to defend any claim (including third party claims or cross claims) relating to the Covered Conduct that has or may be made by any party other than the United States, Russell agrees that any proceeds from insurance policies that provide coverage for some or all of the Covered Conduct in which she is an insured party will be paid to the United States to satisfy the Settlement Amount up to Payment in Full. Russell further agrees that, to the extent permitted by law, the United States will have ultimate authority to determine: (i) whether to accept a payment by Russell's insurers for the Covered Conduct, and (ii) whether to commence litigation, or continue active litigation regarding any claims to obtain payment on the relevant policies. Notwithstanding any other provision in this Paragraph, the United States shall not be entitled to recover from Russell or Russell's counsel any amounts paid by insurers for legal fees and expenses actually incurred.

If the United States accepts payment by an insurer toward the Settlement Amount, the United States shall thereby waive its rights to rescind this Agreement unless: (i) the insurer agrees to provide

a defense to the Civil Action to its insured(s) if the United States were to rescind this Agreement; or (ii) Russell consents to the United States' acceptance of such payment.

18. Recission By The United States: The United States, in its sole discretion, may elect to rescind this Agreement upon the occurrence of any of the following:

a. Failure of the Bankruptcy Court to approve the Colkitt et al. Settlement Agreement or the Keystone, Oaktree and Rosewood Agreement within 135 days from the Execution Date;

b. Failure of Colkitt and Russell to comply with the terms set forth in Paragraphs 1-4 of this Settlement Agreement (Regarding Establishment of Escrow Account, Disbursement of Escrow Amount, Sale of Artwork and Failure to Pay the Escrow Amount Within Six Months), provided, however, that once the United States liquidates any of the Artwork of which it has taken possession as collateral pursuant to Paragraph 4 above, the United States shall not be permitted to rescind this Agreement;

c. Failure of the Colkitt Defendants to comply with the payment obligations set forth in the Promissory Note; provided, however, that nothing in this Subparagraph shall limit the United States' rights otherwise to enforce this Agreement;

d. The occurrence of a Material Breach as set forth in Paragraph 21;

e. As set forth in Paragraph 23 of the Colkitt et al. Settlement Agreement relating to misrepresentations and non-disclosures in connection with Financial Disclosures; or

f. A Final Order by a court of competent jurisdiction reversing an Order by the Bankruptcy Court approving either the Colkitt et al. Settlement Agreement or the Keystone, Oaktree et al. Settlement Agreement.

19. Effect Of Recission Under 18(a), (c), (d), (e) or (f): In the event that the United States rescinds this Agreement under Paragraph 18(a), (c), (d), (e) or (f) above:

a. The Releases set forth herein shall be automatically revoked;

b. Russell and Colkitt shall be restored to the factual and legal positions that they held immediately prior to entering into this Agreement, including, notwithstanding any asserted lien or set off:

(i) the return of any monies that Russell and Colkitt paid toward the Settlement Amount, including the return of any funds paid into the Escrow Account;

(ii) the return of any collateral of which the United States has taken possession;

(iii) the voiding of the Colkitt/Russell Security Agreement;



(iv) the return by Relator and Relator's Counsel of all monies that they receive from Russell and Colkitt or the United States subject to the terms and conditions set forth in Paragraph 14 of the Colkitt et al. Settlement Agreement;

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(v) the reinstatement of the temporary restraining order entered in the Civil Action, except that Colkitt and Russell do not waive any arguments with respect to the TRO that exist as of the date prior to the Execution Date; and

(vi) the right of any party herein to claim ownership of the Suspense Amount; provided, however, that no obligation on the United States set forth in this Subparagraph b. (vi) to return monies to any defendant in the Civil Action shall preclude the United States from complying with an order of a Court or with the obligations pursuant to regulation or statute, other than the laws referenced in Paragraphs III C-E above or other

statutes or regulations enforced by the Department of Health and Human Services or TMA;

c. Russell and Colkitt, in their own capacity or on behalf of any other entity that they own or control, in whole or in part, expressly agree not to plead, argue or otherwise raise any defenses, except to the extent these defenses were available on the date prior to the Execution Date, under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims which:

(i) are filed by the United States within 30 calendar days of written notification to Defendants or Russell that this Agreement has been rescinded; and

(ii) relate to the Covered Conduct.

20. Effect of Recission Under Paragraph 18(b): In the event that the United States elects to rescind this Agreement pursuant to Paragraph 18(b):

a. Russell and Colkitt shall be deemed to have irrevocably waived any rights to claim ownership of the Suspense Amount. The Suspense Amount shall, nevertheless, be credited to any judgment recovered by the United States against Russell and Colkitt or to any subsequent settlement negotiated regarding the Covered Conduct.

b. The Effect of Recission provisions set forth in subparagraphs 19(a), 19(b) (i)-(v) and 19(c) shall apply.

21. Material Breaches: Failures by Russell and Colkitt to comply with the obligations imposed upon them by Paragraphs 1, 3, 4, 7, 24 and 26-28 of this Agreement, or the Colkitt/Russell Security Agreement referenced in Paragraph 4, will constitute a Material Breach of this Agreement.

In the event that Russell or Colkitt Materially Breach this Agreement, the United States may exercise, at its sole option, one or more of the following rights, as applicable: (i) rescind the Agreement, as discussed above, (ii) file an action for specific performance of the Agreement (excluding any relevant Corporate Integrity Agreement into which the materially breaching party entered, which will be separately enforced by HHS/OIG pursuant to its own terms), and (iii) exercise any other right granted by law, or under the terms of this Agreement (and any relevant Corporate Integrity Agreement), or recognizable at common law or in equity. In addition, if Russell or Colkitt materially breaches this Agreement they shall pay the United States all reasonable costs of collection and enforcement of this Agreement, including attorney's fees and expenses. The United States reserves the option of referring such matters for private collection. Further, upon declaration of a Material Breach, HHS/OIG may, at its option seek exclusion of the party who has Materially Breached this Agreement from participation in the Medicare, Medicaid and all other federal health care programs pursuant to the procedures set forth in any

Corporate Integrity Agreements into which said party entered. Any exclusion imposed by HHS/OIG will have national effect and will also apply to all other Federal procurement and non-procurement programs. Upon curing said default, said individual(s) who materially breached this Agreement may apply for reinstatement after the date specified in the notice of exclusion, in accordance with 42 C.F.R. § 1001.3001. This provision does not affect the rights, obligations, or causes of action the OIG or HHS may have under any authority other than that specifically referred to in this Paragraph.

22. Waiver Of Certain Defenses: Russell and Colkitt, in their own capacities and on behalf of any other entity that they own or control, in whole or in part, waive and will not assert in response to any criminal prosecution or administrative action relating to the Covered Conduct any defenses 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. Russell and Colkitt, in their own capacities or on behalf of any other individual or entity, agree 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.

23. Releases By Russell:

a. Russell, in her own capacity and on behalf of any other entity she owns or controls, in whole or in part, fully and finally releases the United States, and its agencies, employees, servants, and agents, from any claims (including attorneys fees, costs, and expenses of every kind and however denominated) which Russell, in her own capacity and on behalf of any other entity she owns or controls, in whole or in part, have asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof. The releases set forth in this subparagraph are effective as of the Approval Date; provided, however, that in the event that the United States elects to rescind this Agreement pursuant to Paragraph 18 above, these releases shall be void.

b. Russell, in her own capacity and on behalf of any other entity she owns or controls, in whole or in part, hereby unconditionally and absolutely and forever remise, release quitclaim and forever discharges Relator and Relator's Counsel to the fullest extent permitted by law, from any and all, and all manner of, action and actions, cause or causes of action, complaints, grievances, suits, debts, dues, offsets, recoupments,

claims, counterclaims, sums of money, accounts, reckonings, bonds, bills, specialities, liens, charges, accountings, covenants, contracts, controversies, agreements, promises, variances, trespasses, contributions, indemnifications, damages, judgments, decrees, extents, executions, rights, liabilities, obligations, losses, demands, costs and expenses (including without limitation, court costs and attorneys' fees), of whatever kind of nature, whether at law or in equity, or otherwise, whether known or unknown, fixed or contingent, which they ever had, now have, or may have for, upon, or by reason, of any cause, matter or thing whatsoever occurring from any time up to and including the Effective Date against Relator and Relator's Counsel, except for the obligations imposed by this Agreement. The releases set forth in this subparagraph are effective as of the Approval Date; provided, however, that in the event that the United States elects to rescind this Agreement pursuant to Paragraph 18 above, these releases shall be void.

24. Administrative Restrictions and Obligations/Agreement Not To Seek Payments From Beneficiaries:

a. Other than credits towards the Settlement Amount as set forth in Paragraph 3 of the Colkitt, et al. Settlement Agreement (relating to the Suspense Amount), the payment or other obligations of Colkitt and Russell under this Agreement 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, TRICARE carrier, or any State payer, related to the Covered Conduct; and Russell and Colkitt agree not to resubmit to any Medicare carrier or intermediary, TRICARE carrier or any State payer any previously denied claims related to the Covered Conduct, and agree not to appeal any such denials of claims.

b. Russell and Colkitt agree that all costs (as defined in the Federal Acquisition Regulations (FAR) § 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 defendants in the Civil Action, in their own capacities or on behalf of any other individual or entity, in connection with: (1) the matters covered by this Agreement and/or the Colkitt et al. Settlement Agreement, (2) the Government's audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement, (3) the investigation, defense, and corrective actions undertaken by Russell, Colkitt or any other defendants in the Civil Action, in their own capacities and on behalf of any other individual or entity, in response to the Government's audit(s) and civil and any criminal litigation or investigation(s) in connection with the matters covered by this Agreement or the Colkitt et al. Settlement Agreement (including attorney's fees), including the obligations undertaken pursuant to Corporate Integrity Agreements entered into by Russell, Colkitt or

but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Russell or Colkitt in their own capacities and on behalf of any other individual or entity, and will request, and agree, that such cost reports, cost statements, information reports or payment requests, even if already settled, be reopened and adjusted to account for the effect of the inclusion of the unallowable costs. Russell and Colkitt agree that the United States will be entitled to recoup from them 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 Russell or Colkitt, in their own capacities and on behalf of any other individual or entity, on the effect of inclusion of unallowable costs (as defined in this paragraph) on Russell's, Colkitt's or any other entity's 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.



d. Russell and Colkitt agree that they, in their own capacities and on behalf of any other individual or entity, 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. Russell and Colkitt, in their own capacities and on behalf of any other individual or entity, waive any causes of action against these beneficiaries or their parents or sponsors based upon the claims for payment covered by this Agreement.

25. Warranty Regarding Solvency: Colkitt and Russell warrant that they are collectively solvent within the meaning of 11 U.S.C. Section 547(b)(3) on the basis of the assumptions that (a) the claims asserted against them jointly in the Civil Action are limited to three million one hundred fifty thousand dollars (\$3,150,000.00), (b) the claims asserted against them jointly in the adversary proceeding commenced by the EquiMed trustee do not result in a joint liability in excess of the costs of defense, and (c) liabilities of or claims against either but not both of them cannot be collected from jointly owned or entireties assets. Colkitt and Russell believe these assumptions are reasonable. Further, the Parties expressly warrant that, in evaluating whether to execute this Agreement, the Parties have intended to the fullest extent permitted by law that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange

for new value given to Russell and Colkitt, within the meaning of 11 U.S.C. Section 547(c)(1).

26. Bankruptcy Of Defendants Other Than EquiMed: In the event that Russell or any of the Colkitt Defendants (hereafter the individuals and entities to which this Paragraph shall apply are collectively referred to as the Bankruptcy Paragraph Defendants) commences, or a thirty party commences, prior to Payment in Full, any case, proceeding, or other action (a) under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have any order for relief of any of the Bankruptcy Paragraph Defendants' debts, or seeking to adjudicate any of the Bankruptcy Paragraph Defendants as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for any of the Bankruptcy Paragraph Defendants or for all or any substantial part of the Bankruptcy Paragraph Defendants' assets, Colkitt and Russell, in their own capacities and on behalf of any other individual or entity, agree as follows:

a. The Bankruptcy Paragraph Defendants' obligations under this Agreement or under the Colkitt et al. Settlement Agreement may not be avoided pursuant to 11 U.S.C. § 547, and neither Russell nor Colkitt will argue or otherwise take the position in any such case, proceeding or action that: (i) the obligations under this Agreement or the Colkitt et al. Settlement Agreement may be avoided under 11 U.S.C. § 547; (ii) any of the

Bankruptcy Paragraph Defendants were insolvent at the time this Agreement or the Colkitt et al. Settlement Agreement was entered into, or became insolvent as a result of the payment made to the United States hereunder; or (iii) the mutual promises, covenants and obligations set forth in this Agreement or the Colkitt et al. Settlement Agreement do not constitute a contemporaneous exchange for new value given to the Bankruptcy Paragraph Defendants.

b. In the event that the obligations in this Agreement or in the Colkitt et al. Settlement Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's powers under the Bankruptcy Code, the United States, at its sole option, may, provided that Payment In Full has not occurred after giving effect to any avoidance, void the releases provided by the United States in this Agreement and in the Colkitt et al. Agreement with respect to those Bankruptcy Paragraph Defendants whose obligations are avoided, and only with respect to such entities or individuals, and bring any civil and/or administrative claim, action or proceeding against such entities or individuals for the claims that would otherwise be covered by the releases provided in Paragraphs 8-10, above. In the event that the United States voids such releases and pursues any such claim, action or proceeding, Russell and Colkitt agree that (i) in the event of a voluntary or involuntary liquidation or reorganization case by or against the Bankruptcy Paragraph Defendants under

bankruptcy, receivership, or other insolvency law, Colkitt and Russell (a) will not contest or oppose any motion filed by the United States seeking relief from the automatic stay, 11 U.S.C. § 362(a), and (b) will not seek relief under 11 U.S.C. § 105 to enjoin or restrain the United States from recovering monies owed by the Bankruptcy Paragraph Defendants arising out of their participation in Medicare, Medicaid, or other federal health care programs; (ii) Russell and Colkitt will 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 claims, actions or proceedings which are brought by the United States, regarding the Covered Conduct, within 90 calendar days of written notification to Russell and Colkitt that this Agreement has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date prior to the Execution Date; and (iii) solely for the purposes of any civil or administrative claim, action or proceeding brought pursuant to this Paragraph, in the event that the obligations hereunder are avoided for one or more of the Bankruptcy Paragraph Defendants other than Colkitt and Russell personally, the United States has a valid claim against that Defendant in any amount up to sixty five million five hundred and fifty thousand dollars (\$65,550,000.00), and the United States may pursue its claim, inter alia, in the case, action or proceeding referenced in the first

clause of this Paragraph, as well as in any other case, action, or proceeding.

c. Russell and Colkitt acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

d. Russell and Colkitt agree that in the event that any defendant in the Civil Action who is a signatory to the Colkitt et al. Settlement Agreement or to the Keystone, Oaktree et al. Settlement Agreement shall be adjudicated as bankrupt or insolvent, this Agreement remains fully enforceable unless the United States, at its sole discretion, decides to rescind this Agreement, pursuant to the provisions of Subparagraph (b) of this Paragraph. Moreover, to the extent this Agreement encumbers any assets that are ultimately held by the Bankruptcy Court to be included within the EquiMed estate or the estate of any other entity or individual adjudicated as bankrupt or insolvent prior to the Execution Date, the United States shall void any such encumbrances as needed to preserve the assets of the bankruptcy estate.

27. EquiMed Bankruptcy: Solely for the purposes of any bankruptcy proceeding in which EquiMed is adjudicated as a bankrupt debtor, Russell stipulates that the United States has a valid claim against EquiMed in any amount up to sixty five million five hundred and fifty thousand dollars (\$65,550,000.00). Provided, however, that nothing in this Paragraph shall prevent in any way parties to

that bankruptcy proceeding other than Russell from contesting the validity of that claim; and provided further that Russell does not admit that she personally has liability for claims that the United States asserts against EquiMed or that EquiMed has a valid claim for indemnification or contribution against Russell.

28. Best Efforts: Russell and Colkitt will use their best efforts in fulfilling their obligations to comply with all provisions of this Agreement.

29. Legal And Other Costs: Other than as set forth in Paragraph 12 of the Colkitt, et al. Settlement Agreement relating to Relator's Counsel's Attorneys Fees, 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.

30. Governing Law and Jurisdiction: 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 Maryland. Provided, however, that notwithstanding the above, disputes under the Corporate Integrity Agreement shall be resolved subject to the provisions of the Corporate Integrity Agreement.

31. Other Agreements, Amendments: This Agreement, the Colkitt et al. Settlement Agreement, the Keystone Oaktree, et al.

Settlement Agreement, and the Corporate Integrity Agreements constitute the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties, except that only Russell and OIG-HHS must agree in writing to modification of the Corporate Integrity Agreement, pursuant to the terms of the Corporate Integrity Agreement.

32. Representation By Signors: Colkitt, Russell and the Relator represent and warrant that they are executing this Agreement after consultation with counsel and that they have been assisted by counsel in the negotiation and drafting of 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. All Parties represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever. The attorneys for Colkitt, Russell and the Relator have executed this Agreement only for the purpose of confirming that they have provided advice to their respective clients with respect to this Agreement and for no other purpose.

33. Execution In Counterparts: This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

34. Dismissal of Civil Action: Within three days after the Approval Date, the Parties shall present to the Court in the Civil

Action a joint motion to dismiss all allegations in the Civil Action against Russell without prejudice. Within 30 days of Payment In Full, the United States shall file an Amended Notice of Dismissal With Prejudice as to Russell regarding all claims for the Covered Conduct, subject to the condition that the releases set forth herein are explicitly limited, as reflected in Paragraph 14 above (Exclusions From Releases).

35. No Violation of Court Orders: None of the Parties to this Agreement shall be obligated to perform any act otherwise required under this Agreement if such performance would violate an order of a court of competent jurisdiction.

36. Notice to Parties: Any notices or other written correspondence required to be delivered pursuant to this Settlement Agreement shall be directed to the following addresses:

a. Correspondence to the United States shall be directed to the United States Attorney for the District of Maryland, 6625 United States Courthouse, 101 W. Lombard St., Baltimore, MD 21201. The first page of the correspondence shall explicitly reference the name of the Civil Action.

b. Correspondence to Russell shall be directed to Lawrence G. McMichael, Esq., Dilworth Paxson, LLP, 3200 Mellon Bank Center, 1735 Market St., Philadelphia, PA 19103-7595.



c. Correspondence to Colkitt shall be directed to Philip H. Lebowitz, Esq., Pepper Hamilton LLP, 3000 Two Logan Square, Eighteenth and Arch Streets, Philadelphia, PA 19103-2799.

d. Correspondence to the Relator or the Relator's counsel shall be directed to Christopher Mead, London & Mead Attorneys At Law, 1225 19th St., N.W., Suite 710, Washington, D.C. 20036.

37. Execution Date: This Agreement is effective on the date of signature of the last signatory to the Agreement (Execution Date).

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38. Disclosure of the Agreement to the Public: Russell and Colkitt hereby consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

THE UNITED STATES OF AMERICA

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

7/10/00

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

Daniel A. Lys

MICHAEL F. HERTZ  
POLLY A. DAMMANN  
DANIEL A. SPIRO  
PAMELA K. RILEY  
REBECCA ROHR  
Trial Attorneys  
Commercial Litigation Branch  
Civil Division  
U.S. Department of Justice

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

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

S. HOLLIS FLEISCHER  
Assistant United States  
Attorney  
District of Maryland

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

7/5/00

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

Laurie E. Rucoba

LAURIE E. RUCOBA  
Assistant United States  
Attorney  
Southern District of Florida

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

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

LEWIS MORRIS  
Assistant Inspector General  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

38. Disclosure of the Agreement to the Public: Russell and Colkitt hereby consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

THE UNITED STATES OF AMERICA

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

BY: \_\_\_\_\_  
MICHAEL F. HERTZ  
POLLY A. DAMMANN  
DANIEL A. SPIRO  
PAMELA K. RILEY  
REBECCA ROHR  
Trial Attorneys  
Commercial Litigation Branch  
Civil Division  
U.S. Department of Justice

DATED: 7/13/00 *by DAS*

BY: *S. Hollis Fleischer*  
S. HOLLIS FLEISCHER  
Assistant United States  
Attorney  
District of Maryland

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

BY: \_\_\_\_\_  
LAURIE E. RUCOBA  
Assistant United States  
Attorney  
Southern District of Florida

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

BY: \_\_\_\_\_  
LEWIS MORRIS  
Assistant Inspector General  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

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THE UNITED STATES OF AMERICA

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

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

MICHAEL F. HERTZ  
POLLY A. DAMMANN  
DANIEL A. SPIRO  
PAMELA K. RILEY  
REBECCA ROHR  
Trial Attorneys  
Commercial Litigation Branch  
Civil Division  
U.S. Department of Justice

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

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

S. HOLLIS FLEISCHER  
Assistant United States  
Attorney  
District of Maryland

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

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

LAURIE E. RUCOBA  
Assistant United States  
Attorney  
Southern District of Florida

DATED: 7/10/00

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

LEWIS MORRIS  
Assistant Inspector General  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

DATED: June 30, 2000

BY: Robert Shepherd  
for ROBERT SHEPHERD  
Deputy General Counsel  
TRICARE Management Activity  
United States Department  
of Defense

THE RELATOR - SYED RAHMAN, M.D.

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

BY: \_\_\_\_\_  
MARK LONDON  
CHRISTOPHER MEAD  
LONDON & MEAD

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

BY: \_\_\_\_\_  
SYED RAHMAN, M.D.

DEFENDANTS

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

BY: \_\_\_\_\_  
DOUGLAS R. COLKITT, M.D.

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

BY: \_\_\_\_\_  
PHILIP H. LEBOWITZ  
DAVID RICHMAN  
Pepper Hamilton, LLP  
  
Counsel for Colkitt

Settlement Agreement Between  
United States; Rahman;  
Colkitt and Russell

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

BY: ROBERT SHEPHERD  
Deputy General Counsel  
TRICARE Management Activity  
United States Department  
of Defense

THE RELATOR: SYED RAHMAN, M.D.

DATED: 7-13-2000 <sup>by DAS</sup>

BY: MARK LONDON  
CHRISTOPHER MEAD  
LONDON & MEAD

DATED: 7-3-2000

BY: SYED RAHMAN, M.D.

DEFENDANTS

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

BY: DOUGLAS R. COLKITT, M.D.

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

BY: PHILIP H. LEBOWITZ  
DAVID RICHMAN  
Pepper Hamilton LLP  
Counsel for Colkitt

Jointly Submitted Agreement between  
the parties to the above  
captioned matter.

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

BY: \_\_\_\_\_  
 ROBERT SHEPHERD  
 Deputy General Counsel  
 TRICARE Management Activity  
 United States Department  
 of Defense

THE RELATOR - SYED RAHMAN, M.D.

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

BY: \_\_\_\_\_  
 MARK LONDON  
 CHRISTOPHER MEAD  
 LONDON & MEAD

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

BY: \_\_\_\_\_  
 SYED RAHMAN, M.D.

DEFENDANTS

DATED: 2/6/00

BY: *D R Colkitt*  
 DOUGLAS R. COLKITT, M.D.

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

BY: \_\_\_\_\_  
 PHILIP H. LEBOWITZ  
 DAVID RICHMAN  
 Pepper Hamilton, LLP  
 Counsel for Colkitt

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

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

ROBERT SHEPHERD  
Deputy General Counsel  
TRICARE Management Activity  
United States Department  
of Defense

THE RELATOR - SYED RAHMAN, M.D.

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

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

MARK LONDON  
CHRISTOPHER MEAD  
LONDON & MEAD

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

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

SYED RAHMAN, M.D.

DEFENDANTS

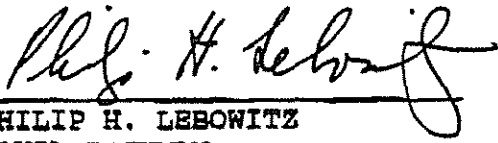
DATED: \_\_\_\_\_

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

DOUGLAS R. COLKITT, M.D.

DATED: 7/13/00 by DAS

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

  
PHILIP H. LEBOWITZ  
DAVID RICHMAN  
Pepper Hamilton, LLP

Counsel for Colkitt

Settlement Agreement Between  
United States; Rahman;  
Colkitt and Russell



DATED:

7/03/00

BY:

Joanne Russell  
JOANNE RUSSELL

DATED:

6/30/00

BY:

Peter C. Hughes  
LAWRENCE G. MCMICHAEL  
PETER C. HUGHES  
Dilworth Paxson, LLP

Counsel for Russell