

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into among 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)), (collectively the "United States"); McLeod Regional Medical Center of the Pee Dee, Inc. ("McLeod"), for itself and on behalf of McLeod Physician Services, Inc., its for-profit subsidiary ("MPS"); and Richard Rauh ("Rauh" or "Relator") (hereafter referred to as "the Parties"), through their authorized representatives.

II. PREAMBLE

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

A. McLeod is a not-for-profit corporation organized under the laws of the State of South Carolina for the purposes of owning and operating hospitals, clinics and other providers of health care items and services throughout the Pee Dee region of South Carolina, with its primary hospital facility located in Florence, South Carolina. At certain times during the relevant time period, among other health care services, MPS delivered

physician services through physician employees and contractors throughout the Pee Dee region.

B. Rauh is an individual resident of the State of North Carolina. On October 29, 1998 Rauh, then a resident of the State of South Carolina, filed a qui tam action in the United States District Court for District of South Carolina captioned United States ex rel. Richard Rauh v. McLeod Regional Medical Center of the Pee Dee, Inc., et al., Civil Action No. 3 98-3178 (hereinafter "the Civil Action"). The United States intervened in the Civil Action on October 31, 2002.

C. McLeod hired Rauh in October 1995 to develop a physician practice management organization and network that became known as MPS. From October 1995 to March 1998, McLeod's Board of Trustees based its decisions on recommendations, assessments of value and other information gathered and presented by Rauh to determine whether to purchase 20 physician practices identified in the Civil Action (the "Physician Practices"), to approve the prices at which those practices were to be purchased, and to approve the compensation paid to employee or contractor physicians. In March 1998, Rauh was relieved of responsibility for acquiring and managing the practices, and was appointed Director of Physician Network Development. Rauh's employment was terminated in July 2000.

D. McLeod and MPS 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. §§ 1071-1110.

E. The United States and Rauh contend that the United States has certain civil claims, as specified in Paragraph 2 below, against McLeod and MPS for engaging in the following conduct (hereinafter referred to as the "Covered Conduct"):

(1) The United States and Rauh contend that from April 1, 1998 to May 31, 1999, McLeod and MPS submitted or caused to be submitted false claims to Medicare, Medicaid and TRICARE for inpatient and outpatient hospital and home health services referred, ordered or arranged for by physicians formerly associated with six of the Physician Practices; McLeod paid physicians associated with those six practices remuneration, directly or indirectly, that far exceeded the fair market value of the practices, on the one hand, and of the services provided by those physicians after McLeod acquired the practices, on the other; such claims were false because (a) Section 1877 of the Social Security Act ("SSA"), 42 U.S.C. § 1395nn (also known as Stark II) prohibited McLeod from billing Medicare for items or

services referred or ordered by physicians with whom it had such financial relationships, (b) McLeod forfeited its right to bill Medicare for such services by paying remuneration intended to induce those and other referrals in violation of the Anti-Kickback Statute, Section 1128b of the SSA, 42 U.S.C. § 1320a-7b(b) and (c) McLeod was required to and did certify on cost reports submitted to fiscal intermediaries for fiscal years 1998 and 1999 that 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., Stark II); McLeod submitted such claims despite and notwithstanding knowledge it obtained in March 1998 that the claims and certifications were false as described above;

(2) Relator alleges that from as early as October 1995 to May 31, 1999, McLeod and MPS submitted or caused to be submitted claims to Medicare, Medicaid and TRICARE for items and services referred or ordered by physicians affiliated with the Physician Practices that were rendered false for the reasons set forth in Paragraph E(1) above;

(3) The United States contends that McLeod and MPS knowingly submitted or caused to be submitted false claims for unallowable costs, specifically, (a) amortized goodwill expenses incurred in the acquisition of the Physician Practices

and certain other assets identified in a letter from Jonathan L. Diesenhaus to Frank G. Smith, III, dated October 31, 2002, and (b) certain physician salary expenses incurred by MPS and Florence Psychiatric, in McLeod's hospital cost reports submitted to Medicare fiscal intermediaries for fiscal years 1995, 1996, 1997 and 1998;

(4) Relator alleges that McLeod and MPS submitted or caused to be submitted false claims for unallowable costs incurred for physician meals, physician travel, interest expenses paid on two bond issues and interest paid to banks for the funds it borrowed to acquire physician practices in hospital cost reports submitted to Medicare Fiscal intermediaries for fiscal years 1995, 1996, 1997 and 1998;

(5) Relator alleges further that from at least October 1995 to May 31, 1999, McLeod and MPS submitted or caused to be submitted false claims under the provider numbers of its physicians and the Physician Practices for diagnostic testing performed in the offices of McLeod-owned physician practices within three days of the patients being admitted to a McLeod facility for inpatient or outpatient hospital procedures, knowing that such claims were prohibited by applicable program rules.

F. The United States also contends that it has certain administrative claims, as specified in Paragraphs 2, 3

and 4, below, against McLeod and MPS for engaging in the Covered Conduct.

G. McLeod denies each and every allegation set forth in the Civil Action and denies that it has any liability relating to the contentions contained therein or set forth above.

H. In November 1999, McLeod submitted amended hospital cost reports submitted to Medicare fiscal intermediaries for fiscal years 1996, 1997 and 1998 identifying \$424,624.00 in unallowable costs referenced in Paragraph E(3) and offering to refund those amounts to Medicare.

I. The United States and Relator have agreed that Relator will receive no share of the proceeds of this Settlement Agreement under 31 U.S.C. § 3730(d). Relator and McLeod have agreed that Relator will waive any entitlement to reasonable attorney's fees and expenses under 31 U.S.C. § 3730(d).

J. 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

Now, therefore, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and

valuable consideration stated herein, the Parties agree as follows:

1.- McLeod agrees to pay to the United States \$15,484,846.00 (the "Settlement Amount"). This amount shall be immediately due and owing on the Effective Date of this Settlement Agreement. The Settlement Amount shall be in addition to the \$424,624.00 referenced in Paragraph H above, which amount shall be collected by the fiscal intermediaries and applied as appropriate against the cost reports identified for amendment by McLeod, in any manner the fiscal intermediary deems appropriate. McLeod agrees to pay the full Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Department of Justice. McLeod agrees to make this electronic funds transfer no later than the Effective Date of this Agreement, as established by Paragraph 32 below.

2. Subject to the exceptions in Paragraph 5 below, in consideration of the obligations of McLeod in this Agreement, and conditioned upon McLeod's full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) and Relator, for himself and for his, heirs, successors, attorneys, agents, and assigns, agree to release McLeod, together with its current and former parent

corporations, each of its direct and indirect subsidiaries, brother or sister corporations, affiliates, divisions (including MPS and acquired Physician Practices), and each of its current and former officers, directors, trustees, attorneys, employees, other than the Relator, and contractor physicians currently or formerly associated with MPS or the Physician Practices, insofar as they have acted in their official capacities, and the predecessors, 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 physician self-referral prohibition, 42 U.S.C. § 1395nn; or the common law theories of payment by mistake, unjust enrichment, breach of contract, and fraud, for the Covered Conduct.

3. In consideration of the obligations of McLeod in this Agreement and the Corporate Integrity Agreement (CIA) incorporated herein by reference, conditioned upon McLeod'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 the Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against McLeod and MPS 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 5 below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude McLeod or MPS 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 5 below.

4. In consideration of the obligations of McLeod set forth in this Agreement, conditioned upon McLeod's full payment of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against McLeod or MPS under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 5, below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude McLeod or MPS from the TRICARE 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. Nothing in this Paragraph precludes TMA or the TRICARE Program from taking action against entities or persons,

or for conduct and practices, for which claims have been reserved in Paragraph 5 below.

5. 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 McLeod, MPS and Rauh) are the following claims of the United States:

- 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 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;
- g. Any liability for failure to deliver goods or services due;

h. Any civil or administrative liability of individuals or any of the Physician Practices (including current or former directors, trustees, officers or employees of McLeod or of MPS) who, with respect to the Covered Conduct, (i) receive written notification from OIG-HHS that they will be the subject of an administrative action to be brought by that agency, (ii) receive written notification from a United States Attorney's Office that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), (iii) are indicted, charged, or convicted, or (iv) enter into a plea agreement.

6. The Relator and his 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).

7. In connection with this Settlement Agreement and this Civil Action, Relator and his heirs, successors, attorneys, agents, and assigns waive any right to, and fully and finally release the United States from, any claim for a share of the proceeds of the Civil Action, the Settlement Agreement, and any other recovery or proceeds arising from the filing of this Civil Action, under 31 U.S.C. § 3730(d) or otherwise.

8. In connection with this Settlement Agreement and this Civil Action, Relator and his heirs, successors, attorneys, agents, and assigns, waive any right to and fully and finally release McLeod and MPS from any claim for attorneys' fees and expenses under 31 U.S.C. § 3730(d) or otherwise.

9. McLeod has entered into a CIA with HHS, attached as Exhibit A, which is incorporated into this Agreement by reference. McLeod shall immediately upon execution of this CIA implement its obligations under the CIA.

10. McLeod and MPS waive and will not assert any defenses McLeod or MPS 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 Agreement bars a remedy sought in such criminal prosecution or administrative action. McLeod and MPS agree that this Settlement Agreement 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.

11. McLeod and MPS fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which McLeod or MPS 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 and prosecution thereof.

12. Subject to the exceptions in Paragraph 5 above, in consideration of the obligations of Rauh in this Agreement, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Relator, his successors, attorneys, agents, and assigns, 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 physician self-referral prohibition, 42 U.S.C. § 1395nn; or the common law theories of payment by mistake, unjust enrichment, breach of contract, and fraud, for the Covered Conduct.

13. Relator waives and will not assert any defenses Rauh 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 Agreement bars a remedy sought in such criminal prosecution or administrative action. Rauh agrees that this Settlement Agreement 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.

14. Rauh fully and finally releases the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Rauh 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 and prosecution thereof.

15. Mcleod fully and finally releases Relator, his successors, attorneys, agents, and assigns, and the predecessors, successors and assigns of any of them, from any claims (including attorney's fees, costs, and expenses of every kind and however

denominated) which McLeod has asserted, could have asserted, or may assert in the future against Relator, his successors, attorneys, agents, and assigns, and the predecessors, successors and assigns of any of them, related to the Covered Conduct and the United States' investigation and prosecution thereof. Provided, however, notwithstanding anything else in this paragraph, if any person or entity who is not a signatory to this agreement and who is not bound by the releases contained herein initiates an action or legal proceeding of any nature against McLeod or MPS then any release herein by McLeod or MPS as to that person or entity shall be null and void.

16. Rauh fully and finally releases McLeod, together with its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, affiliates, divisions (including MPS and acquired Physician Practices), and each of its current and former officers, directors, trustees, employees, and contractor physicians currently or formerly associated with MPS or the Physician Practices, insofar as they have acted in their official capacities, and the predecessors, successors and assigns of any of them from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Rauh has asserted, could have asserted, or may assert in the future

against McLeod, its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, affiliates, divisions (including MPS and acquired Physician Practices), and each of its current and former officers, directors, trustees, employees, and contractor physicians currently or formerly associated with MPS or the Physician Practices, insofar as they have acted in their official capacities, and the predecessors, successors and assigns of any of them, related to the Covered Conduct and the United States' investigation and prosecution thereof. Provided, however, notwithstanding anything else in this paragraph, if any person or entity who is not a signatory to this agreement and who is not bound by the releases contained herein initiates an action or legal proceeding of any nature against Rauh then any release herein by Rauh as to that person or entity shall be null and void.

17. 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, TRICARE or any State payer, related to the Covered Conduct; and McLeod will not resubmit to any Medicare carrier or intermediary, TRICARE or any State payer any previously denied claims related to the Covered Conduct, and will not appeal any such denials of claims.

18. McLeod agrees to the following:

(a) Unallowable Costs Defined: 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 and official program directives promulgated thereunder) incurred by or on behalf of McLeod, 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 and any criminal investigation(s) of the matters covered by this Agreement,
- (3) McLeod's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal 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 payment McLeod makes to the United States pursuant to this Agreement, 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 of the CIA; and

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

However, nothing in this Paragraph affects the status of acts that are not allowable based on any other authority applicable to McLeod.

(b) Future Treatment of Unallowable Costs: These unallowable costs will be separately determined and accounted for in non-reimbursable cost centers by McLeod, and McLeod 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 McLeod or any of its subsidiaries to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Submitted for Payment: McLeod further agrees that within 120 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 McLeod or any of its subsidiaries or affiliates, 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. McLeod agrees that the United States, at a minimum, will be entitled to recoup from McLeod 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 McLeod or any of its subsidiaries on the effect of inclusion of unallowable costs (as defined in this Paragraph) on McLeod or any of its subsidiaries' cost reports, cost statements, information reports or payment requests.

(d) Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine or re-examine McLeod's books and records to determine that no unallowable costs have been claimed in accordance with the provisions of this Paragraph.

19. 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 20 below.

20. McLeod agrees that it waives and will 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.

21. McLeod 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 will 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 McLeod, 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 and do, in fact, represent a reasonably equivalent exchange of value which is not intended to hinder, delay, or defraud any entity to which McLeod was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

22. Upon receipt of the Settlement Amount described in Paragraph 1, above, the United States shall promptly file in the Civil Action a Notice of Intervention and the Notice of Dismissal, attached hereto as Exhibit B, executed by the United States and consented to by Relator, stipulating to dismissal of the Civil Action with prejudice to Relator, and without prejudice to the United States, pursuant to the terms of the Agreement, and reserving to the Court jurisdiction over issues concerning Relator's share, if any, of the proceeds and Relator's right, if any, to attorney's fees and expenses.

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

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

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

26. 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 South Carolina; except that disputes arising under the CIA shall be resolved exclusively under the dispute resolution provisions in the CIA.

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

28. The individuals signing this Agreement on behalf of McLeod represent and warrant that they are authorized by McLeod to execute this Agreement. The individual(s) signing this Agreement on behalf of the Relator represent and warrant that they are authorized by Relator 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.

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

30. This Agreement is binding on McLeod's successors, transferees, heirs, and assigns.

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

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

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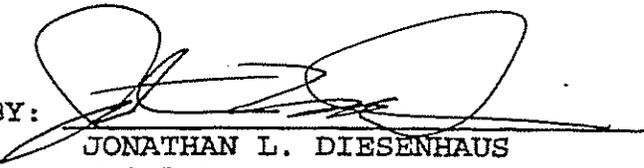
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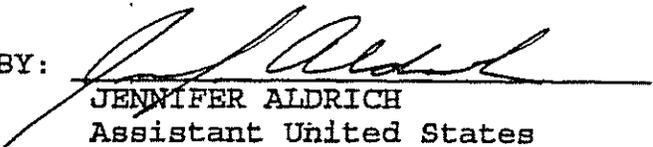
THE UNITED STATES OF AMERICA

DATED: 10/31/02

BY: 
JONATHAN L. DIESENHAUS
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of
Justice

J. STROM THURMOND, JR.
United States Attorney
District of South Carolina

DATED: 10/31/02

BY: 
JENNIFER ALDRICH
Assistant United States
Attorney

DATED: _____

BY: _____
LEWIS MORRIS
Chief Counsel to Inspector
General Office of Counsel
to the Inspector General
Office of Inspector General
United States Department of
Health and Human Services

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
JONATHAN L. DIESENHAUS
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of
Justice

J. STROM THURMOND, JR.
United States Attorney
District of South Carolina

DATED: _____

BY: _____
JENNIFER ALDRICH
Assistant United States
Attorney

DATED: 10/31/02

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

DATED: 31 (1) 2002


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

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MCLEOD REGIONAL MEDICAL CENTER OF THE PEE DEE, INC. - DEFENDANT

DATED: October 31, 2002

BY: John D. Orr

JOHN ORR
Chairman, Special Committee of
the Board of the Trustees,
McLeod Regional Medical Center
of the Pee Dee, Inc

DATED: _____

BY: _____

FRANK G. SMITH, III
Alston & Bird, LLP
Counsel for McLeod Regional
Medical Center of the Pee Dee,
Inc., and McLeod Physician
Services, Inc.

MCLEOD REGIONAL MEDICAL CENTER OF THE PEE DEE, INC. - DEFENDANT

DATED: _____

BY: _____

JOHN ORR
Chairman, Special Committee of
the Board of the Trustees,
McLeod Regional Medical Center
of the Pee Dee, Inc

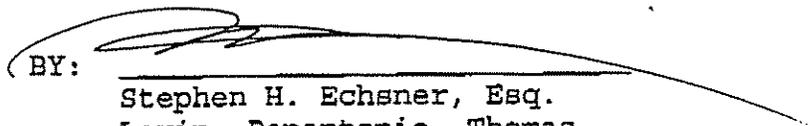
DATED: _____

BY: Frank G. Smith

FRANK G. SMITH, III
Alston & Bird, LLP
Counsel for McLeod Regional
Medical Center of the Pee Dee,
Inc., and McLeod Physician
Services, Inc.

RAUH - RELATOR

DATED: 10-31-02



BY:

Stephen H. Echsner, Esq.
Levin, Papantonio, Thomas,
Mitchell, Echsner &
Proctor, P.A.
Counsel for Rauh