

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 National Institutes of Health (NIH), the Office of Acquisition Management and Policy of the Department of Health and Human Services, and the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively the "United States"); The Board of Trustees of the University of Alabama on behalf of its operating divisions, the University of Alabama at Birmingham and its operating divisions including University of Alabama Hospital and the School of Medicine (UAB); the University of Alabama Health Services Foundation, P.C. and its Board of Directors (HSF), UAB Health System, Inc. (UABHSI); Thomas Gober, and Jay Meythaler (hereafter collectively referred to as "the Parties"), through their authorized representatives.

II. PREAMBLE

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

A. UAB is an unincorporated operating division of the Board of Trustees of the University of Alabama, which is an agency of the State of Alabama and a public corporation organized and existing under the Constitution of the State of Alabama. The University of Alabama Hospital (UAH) and the School of Medicine are unincorporated operating divisions of UAB. UAB has been the recipient of numerous medical research grants and contracts from United States agencies, including HHS and NIH, and submits claims for payment to federal agencies in connection with those grants and contracts. UAB faculty members serve as investigators on these grants and contracts. The UAH provides clinical services to patients in the community, including those enrolled in federal healthcare programs, including Medicare, and the hospital submits claims for payment to those federal healthcare programs.

other agencies of the United States Government which sponsored research grants or contracts awarded to the Defendant Entities.

G. The United States contends that it has certain civil claims, as specified in Paragraph III.2. below, against the Defendant Entities for:

- (a) engaging in the following conduct, in connection with federally-funded health sciences grants and contracts, during the period from July 1, 1998 to June 30, 2004: (i) in completing applications and proposals for new or continuing research grants or contracts sponsored by NIH or other agencies of the United States Government, or in drawing down funds on such grants or contracts (through, for example, the use of monthly or quarterly investigator "effort reports"), overstating or misstating the percentage of effort that investigators have, will, or are able to work on the grant or contract (by, for example, failing to properly account for investigators' UAB teaching or administrative activities), or failing to properly disclose or otherwise account for investigators' non-federal research activities with potential scientific, budgetary or commitment overlap with the grant or contract applied for (sometimes referred to as "other support"); (ii) in drawing down funds on federally-funded health sciences grants or contracts, basing claims on documents that could not reliably be used to estimate the percentage of the investigators' institutional-based effort devoted to particular federal-funded projects; or (iii) failing to maintain adequate compliance mechanisms to reconcile effort commitments with actual effort devoted to the federal research grant or contract, as required by federal regulations; and
- (b) engaging in the following conduct, in connection with clinical health care services provided to individuals who enrolled or otherwise participated in

federally sponsored or non-federally sponsored clinical research trials conducted by UAB, during the period from July 1, 1996 to June 30, 2004: unlawfully billing (directly or indirectly) federal healthcare programs, including either Part A or Part B of the Medicare program, for services (i) that were also billed to the public or private sponsor of the research trials; or (ii) that the Defendant Entities could lawfully bill only to the public or private sponsor of the research trials.

Hereafter, the above, which, the United States alleges, in some instances misled the United States into paying more money than the Defendant Entities were lawfully entitled to receive, is collectively referred to as "the Covered Conduct".

H. The United States also contends that it has certain administrative claims, as
specified in Paragraphs III.2 and III.4 below, against the Defendant Entities for engaging in the Covered Conduct.

I. This Agreement does not constitute an admission by any of the Defendant Entities of any liability or wrongful conduct, nor evidence thereof, nor a concession by the United States that its claims are not well founded. The Defendant Entities specifically deny any wrongdoing or liability for the conduct alleged by the United States or relators. Further, the United States and relators do not and will not assert in any manner or forum that the University of Alabama system's ("University") participation in this settlement agreement is an admission or otherwise is evidence that the University or any state entity or state employee is in any way subject to False Claims Act jurisdiction or liability. The state agencies and entities participating in this Agreement expressly deny any False Claims Act liability to qui tam relators and the United States. The Parties agree that nothing in this Settlement Agreement shall constitute any waiver of immunity defenses otherwise available to any Defendant Entity.

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

1. The Defendant Entities agree to pay to the United States three million three hundred and ninety thousand dollars (\$3,390,000.00) (the "Settlement Amount"). The United States agrees to pay three hundred and ninety five thousand dollars (\$395,000.00) of the Settlement Amount ("relators' share") to the relators. The foregoing payments shall be made as follows:

a. The Defendant Entities agree to pay the full Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by John Bell, Assistant United States Attorney for the Northern District of Alabama, or by his successor or designee. The Defendant Entities agree to make this electronic funds transfer no later than thirty (30) business days after the Effective Date of this Agreement.

b. Contingent upon the United States receiving the Settlement Amount from the Defendant Entities and as soon as feasible after receipt, the United States agrees to pay relators' share to the relators by electronic funds transfer in accordance with the written instruction of James Pratt, Esq., of Hare, Wynn, Newell and Newton, L.L.P.

c. The Defendant Entities have made no representations to the United States or relators regarding allocation of the Settlement Amount among Defendant Entities; funding of the Settlement Amount by one or more Defendant Entities shall be accomplished in the sole discretion of the Defendant Entities. Relators will not challenge the allocation or assert in any manner or forum that any portion of the Settlement Amount was funded or paid for by the University of Alabama or any state entity.

d. The apportionment of relators' share among the relators is a matter to be decided exclusively by the relators.

2. Subject to the exceptions in Paragraph III.5. below, in consideration of the obligations of the Defendant Entities and their operating divisions in this Agreement, and conditioned upon the Defendant Entities' full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release the Defendant Entities, their current and former physician and non-physician employees, trustees, officers, directors, administrators, faculty, agents and affiliates (the Released Entities and Individuals) from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, conversion, disgorgement, constructive trust, recoupment, restitution, negligence, breach of contract and fraud.

3. Subject to the exceptions in Paragraph III.5 below, in consideration of the obligations of the Defendant Entities in this Agreement, and conditioned upon the Defendant Entities' full payment of the Settlement Amount, relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, agree to release the Released Entities and Individuals from any civil monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. In consideration of the obligations of the Defendant Entities in this Agreement, including the Appendices, which are incorporated into this Agreement by reference, and conditioned upon the Defendant Entities' full payment of the Settlement Amount, the OIG-HHS and HHS agree to release and refrain from instituting, directing, or maintaining any of the following actions, except as reserved in Paragraph III.5 below, and as reserved in this Paragraph:

(a) any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against the Defendant Entities 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, or (b) any debarment action under 45 C.F.R. Part 76 and 48 C.F.R. Part 9.4, or a fiscal disallowance action, against the Defendant Entities for the Covered Conduct. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude the Defendant Entities from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a)(mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS and HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.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 the Defendant Entities and any other Released Entity and Individual) 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, such as in Paragraph III.2 of this Agreement (pertaining to the release of certain specified claims by the United States) and Paragraph III.4 of the Agreement (pertaining to the release of certain specified claims by HHS), 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. Except as explicitly created in this Agreement, any liability for express or implied warranty claims or other claims for defective or deficient products

or services, including quality of goods and services, provided by the Defendant Entities;

- g. Any liability for failure to deliver goods or services due; and
- h. Any civil or administrative liability of individuals (including any of the Defendant Entities' current and former physician and non-physician employees, trustees, officers, administrators, faculty and agents) who are indicted, charged, or convicted, or who enter into a plea agreement related to the Covered Conduct.

6. Conditioned upon receipt of the relators' share, relators, for themselves as individuals, and for their heirs, successors, agents and assigns, fully and finally release, waive, and forever discharge the United States, and its officers, agencies, agents, servants and employees, from any claims arising from or relating to 31 U.S.C. § 3730, including 31 U.S.C. §§ 3730(b), (c), (c)(5), (d), and (d)(1), from any claims arising from the filing of the First Civil Action and Second Civil Action, and from any other claims for a share of the Settlement Amount, and in full settlement of any claims relators may have under this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the relators arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

7. The relators, for themselves as individuals, and for their heirs, successors, attorneys, agents, and assigns, agree to dismiss their qui tam actions with prejudice and to release the Released Entities and Individuals from any liability to relators arising from the filing of the Civil Actions.

8. The Defendant Entities waive and will not assert any defenses that the Defendant Entities may have to any criminal prosecution or administrative action relating to the Covered Conduct that 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 Agreement bars a remedy sought in such criminal prosecution or administrative action. The Defendant Entities agree that this 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.

9. The Defendant Entities fully and finally release the United States, its agencies, officers, employees, servants and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which any or all of the Defendant Entities has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, employees, servants, and agents, related to the Covered Conduct and/or the United States' investigation and/or prosecution thereof.

10. The Settlement Amount will not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any State payer, related to the Covered Conduct; and the Defendant Entities shall not resubmit to any Medicare carrier or intermediary or any State payer any previously denied claims related to the Covered Conduct, and shall not appeal any such denials of claims.

11. Compliance Program Requirements (the Compliance Section). UAH and HSF (individually "the Entity" and collectively "the Entities") shall adhere to the following compliance requirements for a period of three (3) years from the Effective Date of the Agreement.

a. Continued Implementation of Compliance Program. Each Entity shall continue to implement its respective Corporate Compliance Program, as described in the Declarations attached hereto and incorporated by reference herein as Appendices A and B, and continue to provide, at a minimum, the same level of resources currently provided, throughout this time period. Each Entity may amend its Corporate Compliance Programs as it deems necessary, so long as those amendments are consistent with the overall objective of ensuring

compliance with the requirements of Medicare, Medicaid, and all other Federal health care programs, as defined in 42 USC §§ 1320a-7b(f). Breach and default provisions with respect to these obligations are set forth in Appendix C.

b. Reporting of Overpayments.

Each Entity shall promptly refund to the appropriate Federal health care program payor any identified Overpayment(s). For purposes of this Compliance Section, an "Overpayment" shall mean the amount of money the Entity has received in excess of the amount due and payable under any Federal health care program requirements. If, at any time, an Entity identifies or learns of any Overpayment, that Entity shall notify the federal healthcare program payor (e.g., Medicare fiscal intermediary or carrier) within 30 days after identification of the Overpayment and take remedial steps within 60 days after identification (or such additional time as may be agreed to by the payor) to correct the problem or mistake, including preventing the underlying problem and the Overpayment from recurring. Also, within 30 days after identification of the Overpayment, that Entity shall repay the Overpayment to the appropriate federal healthcare program payor to the extent such Overpayment has been quantified. If not yet quantified, within 30 days after identification, that Entity shall notify the payor of its efforts to quantify the Overpayment amount along with a schedule of when such work is expected to be completed. Notification and repayment to the payor shall be done in accordance with the payor's policies, and for Medicare contractors, shall include the information contained on the Overpayment Refund Form, attached as Appendix D. Notwithstanding the above, notification and repayment of any Overpayment amount that is routinely reconciled or adjusted pursuant to policies and procedures established by the payor should be handled in accordance with such policies and procedures.

c. Reportable Events.

Each Entity shall report to OIG in writing within 30 days after it makes a determination (after a reasonable opportunity to conduct an appropriate review or investigation of

the facts) that there is a Reportable Event, which shall mean anything that involves: (1) a substantial Overpayment, or (2) a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any Federal health care program and for which penalties or exclusion may be authorized. In such report, the Entity shall include the following information:

- i. If the Reportable Event results in an Overpayment, the report to OIG shall be made at the same time as the notification to the payor required in Paragraph 11.b if the Entity has by that time identified the matter as a Reportable Event and otherwise within 30 days of identifying the matter as a Reportable Event, and shall include all of the information on the Overpayment Refund Form, as well as:
 - (a) the payor's name, address, and contact person to whom the Overpayment was sent; and
 - (b) the date of the check and identification number (or electronic transaction number) by which the Overpayment was repaid/refunded;
- ii. A complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;
- iii. A description of the Entity's actions taken to correct or resolve the Reportable Event; and
- iv. Any further steps the Entity plans to take to address the Reportable Event and prevent it from recurring.

d. Notification of Government Investigation or Legal Proceedings

Within 30 days after discovery, each Entity shall notify OIG, in writing, of any pending investigation or legal proceeding known to that Entity conducted or brought by a governmental entity or its agents involving an allegation that the Entity has committed a crime or

has engaged in fraudulent activities. This notification shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the known status of such investigation or legal proceeding. The Entity shall also provide written notice to OIG within 30 days after the official resolution of the matter, and shall provide OIG with a description of the findings and/or results of the investigation or proceedings, if any.

e. Annual Reporting Requirements.

Each Entity shall submit to OIG annually a separate report that sets forth the following information for each Reporting Period (Annual Report) for that Entity:

- i. A description of any material amendments to its Compliance Program and the reasons for such changes;
- ii. ~~Any significant decreases in the level of resources dedicated to its~~ Compliance Program and the reasons for such changes;
- iii. A summary of its internal or external reviews, audits, or analyses of its Compliance Program (including, at a minimum, the objective of the review, audit, or analysis; the protocol or methodology for the review, audit, or analysis; and the results of the review, audit, or analysis) and any corrective action plans developed in response to such reviews, audits, or analyses;
- iv. A summary of all of its internal or external reviews audits, or analyses related to the Entity's delivery of patient care items or services to individuals who are subjects of federally sponsored or non-federally sponsored clinical research trials conducted by UAB (including, at a minimum, the objective of the review, audit, or analysis; the protocol or methodology for the review, audit, or analysis; and the results of the review, audit, or analysis) and any

corrective action plans developed in response to such reviews, audits, or analyses;

- v. A report of the aggregate Overpayments that have been returned to the Federal health care programs during the reporting year.

Overpayment amounts shall be broken down into the following categories: inpatient Medicare, outpatient Medicare, Medicaid (report each state separately, if applicable), and other Federal health care programs. Overpayment amounts that are routinely reconciled or adjusted pursuant to policies and procedures established by the payor do not need to be included in this ~~aggregate Overpayment report; and~~

- vi. A certification by the Entity's Compliance Officer that: (a) to the best of his or her knowledge, except as otherwise described in the Annual Report, the Entity is in compliance with the requirements of this Paragraph 11; and (b) he or she has reviewed the Annual Report and has made reasonable inquiry regarding its content and believes that the information in the Annual Report is accurate and truthful.

Unless otherwise agreed by OIG, the first Annual Reports for each Entity shall be received by OIG no later than 60 days after the end of the first Reporting Period. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

f. Notifications and Submission of Annual Reports. Unless otherwise specified in writing after the Effective Date, all notifications and Annual Reports required under these provisions shall be submitted to the following addresses:

OIG: Administrative and Civil Remedies Branch
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, S.W.
Washington, DC 20201
Telephone: 202-619-2078
Facsimile: 202-205-0604

UAH: Karen J. Pugh, J.D., M.S.H.A.
University of Alabama Hospital
Corporate Compliance Officer
225 Old Hillman Building
619 19th Street South
Birmingham, Alabama 35249-0108
205-975-4956
205-975-9378 (fax)
kpugh@uabmc.edu

HSF: Steve Brannan
Corporate Compliance Officer
University of Alabama Health Services Foundation, P.C.
500 22nd Street South, Suite 504
Birmingham, AL 35233-2023C

Unless otherwise specified, all notifications and reports required by the Compliance Section may be made by certified mail, overnight mail, hand delivery, or other means, provided that there is proof that such report or notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt.

g. OIG Inspection, Audit, and Review Rights.

In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s) may examine or request copies of an Entity's books, records, and other documents and supporting materials and/or conduct on-site reviews at the Entity's locations for the purpose of verifying and evaluating: (a) the Entity's compliance with the terms of this Compliance Section; and (b) the Entity's compliance with the requirements of the Federal health care programs in which it participates. The documentation

described above shall be made available by the Entity to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of the Entity's employees, contractors, or agents who consent to be interviewed at the individual's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the individual and OIG. Each Entity shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. The Entity's employees may elect to be interviewed with or without a representative of the Entity present.

h. Document and Record Retention. Each Entity shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs, or to compliance with this Compliance Section, for four years (or longer if otherwise required by law).

12. The Defendant Entities agree to the following:

a. Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47, and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of one or more of the Defendant Entities or any of the other Released Entities and Individuals 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) the Defendant Entities' 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 but not limited to attorney's fees).

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

(5) the payment the Defendant Entities make to the United States pursuant to this Agreement and any payments that the Defendant Entities may make to relators, including but not limited to costs and attorneys fees.

(6) The negotiation of, and obligations undertaken pursuant to Paragraph 11 ("the Compliance Section") to prepare and submit reports to the OIG-HHS. ~~However, nothing in this Paragraph 12(6) that may apply to the obligations pursuant to the~~ Compliance Section affects the status of costs that are not allowable based on any other authority applicable to the Defendant Entities.

(All costs described or set forth in this Paragraph 12.a are hereafter, "unallowable costs").

b. Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for in nonreimbursable cost centers by the Defendant Entities, and the Defendant Entities shall not charge such unallowable costs directly or indirectly to any contracts with the United States or any state Medicaid program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by one or more of the Defendant Entities or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Defendant Entities further agree that within 90 days of the Effective Date of this Agreement they shall 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

bill and receive payment from the United States for any and all clinical services or grant or contract services furnished during the period of the Covered Conduct, provided that such claims are consistent with federal law and the terms of the grants or contracts.

15. Each of the Defendant Entities 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 the Defendant Entities, 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 any of the Defendant Entities was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

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

17. The Defendant Entities and the relators represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

18. 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 Northern District of Alabama, except that any disputes between UAH, HSF and HHS-OIG pertaining to the obligations set forth in the Compliance Section shall be resolved in accordance with the dispute

resolution provisions specified in the Compliance Section of the Agreement and the Appendices to this Agreement.

19. This Agreement, which includes its Appendices, constitutes the complete agreement between the United States and every other Party. This Agreement may not be amended except by written consent of the Parties, except that only the Defendant Entities and HHS-OIG must agree in writing to modification of the Compliance Section of the Agreement or the Appendices. Further, relators shall have no interest in, claims involving, rights regarding, or obligations with respect to the provisions, obligations and agreements set forth in the Compliance Section, and relators waive any rights to raise disputes regarding those agreements or to otherwise participate in any proceedings with respect to the Compliance Section.

20. Upon receipt of the payment from the Defendant Entities described in Paragraph III.1 above, or earlier if they so desire, the United States and the relators shall promptly sign and file in the First and Second Civil Actions, respectively, a Notice of Intervention and Joint Stipulation of Dismissal. The Joint Stipulations shall be with prejudice, except as to the United States acting on its own behalf with regard to allegations in the respective civil actions that may not be included in the Covered Conduct.

21. The individuals signing this Agreement on behalf of any of the Defendant Entities represent and warrant that they are authorized by that respective Defendant Entity to execute this Agreement. The individuals signing this Agreement on behalf of either of the relators represent and warrant that they are authorized by that respective 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.

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

23. This Agreement is binding on the Defendant Entities' and the relators' successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

Daniel A. Spiro

DANIEL A. SPIRO
Trial Attorney
Commercial Litigation Branch
Civil Division
U.S. Department of Justice

Dated: 3/31/05

JOHN BELL
Assistant United States Attorney
Office of the United States Attorney
for the Northern District of Alabama

LEWIS MORRIS
Chief Counsel to the
Inspector General
Office of Inspector General
U.S. Department of Health and
Human Services

Dated:

MARC WEISMAN
Director
Office of Acquisition
Management and Policy
U.S. Department of Health and
Human Services

Dated:

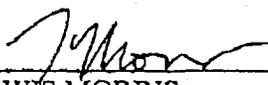
THE UNITED STATES OF AMERICA

Dated:

DANIEL A. SPIRO
Trial Attorney
Commercial Litigation Branch
Civil Division
U.S. Department of Justice

JOHN BELL
Assistant United States Attorney
Office of the United States Attorney
for the Northern District of Alabama

Dated: 3/23/05



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Chief Counsel to the
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Office of Inspector General
U.S. Department of Health and
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Dated:

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THE UNITED STATES OF AMERICA

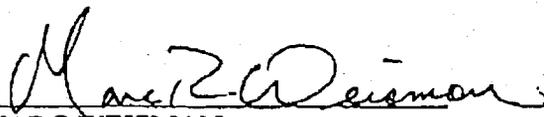
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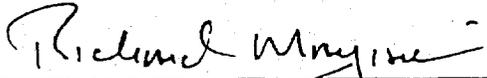
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MARC WEISMAN
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Dated: *March 29, 2005*

UNIVERSITY OF ALABAMA AT BIRMINGHAM



RICHARD L. MARGISON
Vice President for Financial Affairs
and Administration
University of Alabama at Birmingham

Dated: 3/15/05

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Dated:

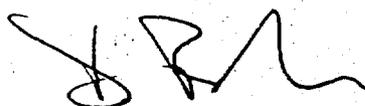
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Attorneys for the University of Alabama
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UNIVERSITY OF ALABAMA AT BIRMINGHAM

RICHARD L. MARGISON
Vice President for Financial Affairs
and Administration
University of Alabama at Birmingham

Dated:



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Washington, D.C. 20004

Dated: March 28, 2005

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