

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and among 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”) (collectively, the “United States”); Gary D. Newsome (“Newsome”); and Relators Jacqueline Meyer and J. Michael Cowling (collectively, the “Relators”), through their authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

RECITALS

A. Health Management Associates, Inc. (“HMA”) was a for-profit health care system that, during the relevant period, through its subsidiaries, indirectly owned and/or operated hospitals throughout the United States. Gary D. Newsome was the Chief Executive Officer of HMA from September 15, 2008 through July 31, 2013. Newsome also served as a member of the Board of Directors of HMA, then a publicly-traded company, from September 2008 through July 2013.

B. On July 15, 2011, Relators Jacqueline Meyer and J. Michael Cowling filed a *qui tam* action in the United States District Court for the District of South Carolina, captioned *United States ex rel. Meyer and Cowling v. Health Mgmt. Assocs., et al.*, No. 0-11-cv-01713-JA, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). On December 16, 2013, the United States intervened in the Civil Action with regard to certain claims against Gary D. Newsome.

C. On January 14, 2014, the United States filed a motion with the Judicial Panel on Multidistrict Litigation to consolidate the Civil Action with eight other False Claims Act *qui tam* actions (none of which named Newsome as a defendant). On April 2, 2014, the Judicial Panel on *United States – Newsome Settlement Agreement*

Multidistrict Litigation granted the United States' motion and assigned the cases to the Honorable Reggie Walton, United States District Judge for the District of the District of Columbia, for pre-trial proceedings. The HMA MDL is Miscellaneous Action No. 14-0339 (RBW), MDL Docket No. 2524. Within the MDL, the Civil Action is assigned Case No. 1:14-cv-00586-RBW.

D. The United States contends that Gary D. Newsome caused HMA hospitals to submit claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 ("Medicare"), the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid"); and the TRICARE Program, 10 U.S.C. §§ 1071-1110b ("TRICARE") (collectively "Government Healthcare Programs").

E. Newsome will separately resolve claims asserted pursuant to state law in the Civil Action against him with certain states (the "Medicaid Participating States"). The Medicaid Participating States will be receiving settlement funds from Newsome pursuant to Paragraph 1 below.

F. Covered Conduct: The United States contends that it has certain civil claims against Newsome arising from the conduct described in these Recitals F.1 and F.2 at the hospitals listed and during the time periods specified on Attachments A, B, and C (hereinafter referred to as the "Covered Conduct"):

1. Medically Unnecessary Emergency Department ("ED") Admissions

The United States contends that, from September 15, 2008 through December 31, 2012, Newsome caused HMA hospitals to submit claims for payment to the Government Healthcare Programs for certain inpatient admissions of Government Healthcare Program beneficiaries that were medically unnecessary and should have been billed as outpatient or observation services.

The United States contends that Newsome caused HMA to pressure ED physicians and physician

staffing groups to increase inpatient admissions by recommending admission to admitting physicians without regard to medical necessity.

The Covered Conduct in this Recital F.1 is specifically limited to claims submitted by the HMA hospitals listed on Attachment A hereto during the time periods listed therein that were related to the inpatient admission and treatment of Government Healthcare Program beneficiaries that meet all of the following criteria:

- (a) For beneficiaries who originally presented to the ED of the HMA hospitals;
- (b) For beneficiaries whose length of stay after inpatient admission was two (2) days or less;
- (c) For beneficiaries who were 65 years or older at the time they originally presented to the ED of an HMA hospital;
- (d) For beneficiaries who were not transferred or discharged to another acute care facility, did not leave the HMA hospital to which they originally presented against medical advice, and did not die while in a HMA hospital;
- (e) That were billed to the Government Healthcare Programs under one of the following Medical Severity DRGs (“MS-DRGs”):
MS-DRG 069 (transient ischemia); 149 (disequilibrium); 192 (chronic obstructive pulmonary disease without CC/MCC); 195 (simple pneumonia and pleurisy without CC/MCC); 203 (bronchitis and asthma without CC/MCC); 204 (respiratory signs and symptoms); 293 (heart failure and shock without CC/MCC); 303 (atherosclerosis without MCC); 305 (hypertension without MCC); 310 (cardiac arrhythmia & conduction

disorder without CC/MCC); 312 (syncope and collapse); 313 (chest pain); 392 (esophagitis, gastroenteritis and miscellaneous digestive disorders without MCC); 639 (diabetes without CC/MCC); 641 (nutritional and miscellaneous metabolic disorders without MCC); 690 (kidney and urinary tract infections without MCC); 812 (red blood cell disorders without MCC) and 948 (signs and symptoms without MCC);

- (f) For hospitals acquired by HMA during the covered period of September 15, 2008 through December 31, 2012, claims for services rendered 365 days after the facility was acquired by HMA through December 31, 2012. The relevant time period for each HMA hospital is listed on Attachment A;
- (g) For Medicare claims only, inpatient admissions billed and paid under fee for service Medicare Part A, where Medicare was the primary payor of the claim and the claim resulted in payment by Medicare;
- (h) For Medicaid claims only, inpatient admissions of Medicare-Medicaid dual eligible patients billed and paid under fee for service Medicare Part A and the Medicaid program of one of the States, and the claim resulted in payment by Medicaid; and
- (i) For TRICARE claims only, inpatient admissions of Medicare-TRICARE dual eligible patients billed and paid under fee for service Medicare Part A and TRICARE, and the claim resulted in payment by TRICARE.

2. Violations of the Medicare and Medicaid Anti-Kickback Statute Relating to Medically Unnecessary Emergency Department Admissions

The United States contends that Newsome caused HMA to offer and provide remuneration to EmCare, a physician staffing company, in return for ED physician inpatient admission recommendations of Government Healthcare Program beneficiaries made without regard to the medical necessity of admission, in violation of the Medicare and Medicaid Anti-Kickback Statute, 42 U.S.C. § 1320-7b(b). The United States contends that the remuneration offered in violation of the Anti-Kickback Statute included the award of service contracts, the retention of service contracts that HMA threatened to terminate unless ED admissions increased, payments under the HMA-EmCare hospital ED physician and hospitalist contracts, and bonus payments made to ED physicians where the bonuses were tied, in part, to meeting numerical targets for the percentage of attending physicians called by the ED physician. The Covered Conduct in this Recital F.2 is specifically limited to claims submitted by the HMA hospitals that are listed on Attachments B and C during the time periods listed therein.

G. Newsome expressly denies the allegations and contentions of the United States and the Relators.

H. This Settlement Agreement is neither an admission of liability by Newsome nor a concession by the United States or Relators that their claims are not well founded.

I. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relators' reasonable expenses, attorneys' fees and costs.

J. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Newsome shall pay to the United States and the Medicaid Participating States, collectively, the sum of three million, five hundred thousand dollars (\$3,500,000) (“Settlement Amount”). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the Effective Date of this Agreement. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

- a. Newsome shall pay to the United States the sum of \$3,460,567.40 (“Federal Settlement Amount”). The Federal Settlement Amount shall be paid to the United States no later than ten (10) business days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions provided by the Civil Division of the United States Department of Justice; and
- b. No later than 10 business days after the Effective Date of this Agreement, Newsome shall pay the sum of \$39,432.60 to the Medicaid Participating States (“Medicaid State Settlement Amount”) pursuant to written instructions from the NAMFCU Negotiating Team.

2. Conditioned upon the United States receiving the Federal Settlement Amount from Newsome, and as soon as feasible after receipt, the United States shall pay \$726,719.15 to the Relators by electronic funds transfer.

3. Subject to the exceptions in Paragraph 5 (concerning excluded claims) and Paragraph 16 (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement) below, and conditioned upon Newsome’s full payment of the Federal Settlement Amount, the United States releases

Newsome and his heirs from any civil or administrative monetary claim the United States has 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, disgorgement, and fraud.

4. Each Relator, for himself or herself, and for his or her respective heirs, successors, attorneys, agents, and assigns, fully and finally releases Newsome and his heirs from any liability accruing prior to the Effective Date of this Agreement to that Relator arising from the filing of the Civil Action, and from any claims (including indemnification), allegations, demands, actions or cause of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, accruing prior to the Effective Date of this Agreement, that each Relator and his or her respective heirs, successor, attorneys, agents and assigns otherwise would have standing to bring, have asserted, could have asserted, or may assert in the future against Newsome, and his heirs, including, without limitation, any claim related to the Civil Action and the Relators' investigation and prosecution of the Civil Action. Notwithstanding the foregoing, Relators do not waive or release their entitlement under 31 U.S.C. § 3730(d) and analogous state False Claims Act statutes for expenses, attorneys' fees and costs.

5. Notwithstanding the releases given in Paragraph 3 of this Agreement or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any 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 or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and
- e. Any liability based upon obligations created by this Agreement.

6. Relators and their respective heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but 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). Conditioned upon Relators' receipt of the payment described in Paragraph 2, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

7. Newsome waives and shall not assert any defenses he 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.

8. Newsome, for himself, his heirs, transferees, successors, assigns, and agents, fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Newsome has asserted, could have asserted, or may assert in the future against

the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct, the Civil Action, and the United States' investigation and prosecution thereof.

9. Newsome, for himself, his heirs, transferees, successors, assigns, attorneys, and agents, fully and finally releases each Relator (including his or her heirs) from any claims (including indemnification, attorneys' fees, costs, and expenses of every kind and however denominated), allegations, demands, actions or cause of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that Newsome has asserted, could have asserted, or may assert in the future against each Relator, including, without limitation, any claim related to the Civil Action and each Relator's investigation, and prosecution thereof.

10. Newsome, for himself, his heirs, transferees, successors, assigns, and agents, fully and finally releases HMA, its current and former parent companies, affiliated companies, successors and assigns from any claims he has or may have under the Indemnification Agreement between Newsome and HMA dated March 30, 2012 or otherwise for reimbursement of the Settlement Amount or any portion thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or TRICARE contractor or any state payer, related to the Covered Conduct.

12. Newsome, consistent with his rights and privileges, agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Newsome further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and

records in his possession, custody, or control concerning any investigation of the Covered Conduct that he has undertaken, or that has been performed by another on his behalf.

13. This Agreement is intended to be for the benefit of the Parties only. Except as expressly provided herein in Paragraph 10 (waiver of indemnification claims against HMA) the Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 14 (waiver for beneficiaries paragraph), below.

14. Newsome agrees that he waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

15. Newsome warrants that he has reviewed his financial situation and that he currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Federal 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 Newsome, within the meaning of 11 U.S.C. §547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Newsome 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. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Newsome commences, or a third party commences, any case, proceeding,

or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Newsome's debts, or seeking to adjudicate Newsome as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Newsome or for all or any substantial part of Newsome's assets, Newsome agrees as follows:

- a. Newsome's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Newsome shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Newsome's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Newsome was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Newsome.
- b. If Newsome's obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Newsome for the claims that would otherwise be covered by the releases provided in Paragraph 3 above. Newsome agrees that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Newsome shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Newsome shall 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 proceeding that are brought by the United States within 90 calendar days of written notification to Newsome that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of this Agreement; and (iii) the United States has a valid claim against Newsome in the full amount of its civil claims as to which the releases have been rescinded, and the United States may pursue its claim 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. Newsome acknowledges that his agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

17. Upon receipt of the payment described in Paragraph 1 above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the claims against Newsome pursuant to Rule 41(a)(1). The Stipulation of Dismissal shall be with prejudice to the United States' and Relators' claims against Newsome as to the Covered Conduct pursuant to and consistent with the terms and conditions of this Agreement. The Stipulation of Dismissal shall be without prejudice as to the United States, and with prejudice as to Relators as to all other claims by Relators against Newsome pursuant to and consistent with the terms and conditions of this Agreement. Provided, however, that the following claims shall not be dismissed unless they are settled, adjudicated, or otherwise resolved, and any required consent by the United States and any applicable State is obtained, and the Court is so informed:

- a. Relators' claims under 31 U.S.C. § 3730(d) and analogous state statutes for expenses, attorneys' fees and costs; and

- b. Any claims excluded under paragraph 5 of this Agreement.
18. Except for Relators' claims against Newsome for attorneys' fees, costs, and expenses under 31 U.S.C. § 3730(d), each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
19. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
20. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.
21. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.
22. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
23. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
24. This Agreement is binding on Newsome's successors, transferees, heirs, and assigns.
25. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.
26. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

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

THE UNITED STATES OF AMERICA

DATED: 4/29/19

BY: Marie V. Bonkowski
Marie V. Bonkowski
Laurie A. Oberembt
Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 4/20/19

BY: Elizabeth C. Wanner on behalf of Jennifer Aldrich
Jennifer Aldrich
Assistant United States Attorney
District of South Carolina

DATED: _____

BY: _____
Lisa M. Re
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of the Inspector General
United States Department of Health and Human Services

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Marie V. Bonkowski
Laurie A. Oberembt
Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
Jennifer Aldrich
Assistant United States Attorney
District of South Carolina

DATED: 4/26/2019

BY: Lisa M. Re
Lisa M. Re
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of the Inspector General
United States Department of Health and Human Services

DEFENDANT GARY D. NEWSOME

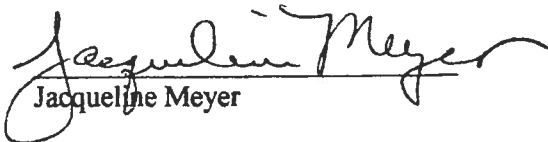
DATED: 28 Apr 2019 BY: 
Gary D. Newsome

DATED: April 28, 2019 BY: Anne W. Robinson
Barry M. Sabin
Abid R. Qureshi
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Counsel for Gary Newsome

RELATORS

Relator Jacqueline Meyer

DATED: 4/25/19

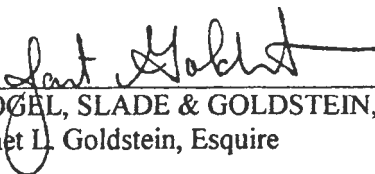
BY: 
Jacqueline Meyer

Relator Michael Cowling

DATED: _____

BY: _____
Michael Cowling

DATED: 4.25.19

BY: 
VOGEL, SLADE & GOLDSTEIN, LLP
Janet L. Goldstein, Esquire

WYCHE, PA
John C. Moylan, Esquire

Counsel for Relators Jacqueline Meyer
and Michael Cowling

RELATORS

Relator Jacqueline Meyer

DATED: _____


BY: _____
Jacqueline Meyer

Relator Michael Cowling

DATED: 4-25-19

BY: 
Michael Cowling

DATED: 4.25.19

BY: 
VOGEL, SLADE & GOLDSTEIN, LLP
Janet L. Goldstein, Esquire



WYCHE, PA
John C. Moylan, Esquire

Counsel for Relators Jacqueline Meyer
and Michael Cowling

ATTACHMENT A TO UNITED STATES - NEWSOME SETTLEMENT AGREEMENT

CCN Number	Hospital Name	Street Address	City	State	Covered Period Start	Covered Period End
010038	Stringfellow Memorial Hospital	301 East 18th Street	Ammon	AL	1/1/2008	12/31/2012
010046	Riverview Regional Medical Center	600 South 3rd Street	Gadsden	AL	1/1/2008	12/31/2012
040018	Summit Medical Center	East Main & South 20th Street	Van Buren	AR	1/1/2008	12/31/2012
040055	Sparks Regional Medical Center	1001 Towson Avenue	Fort Smith	AR	12/1/2010	12/31/2012
100047	Charlotte Regional Medical Center (Bayfront Health Punta Gorda)	809 East Marion Avenue	Punta Gorda	FL	1/1/2008	12/31/2012
100049	Highlands Regional Medical Center	3600 South Highlands Avenue	Sebring	FL	1/1/2008	12/31/2012
100070	Venice Regional Medical Center (Bayfront Health Venice Regional)	540 The Rialto	Venice	FL	1/1/2008	12/31/2012
100071	Brooksville Regional Hospital (Bayfront Health Brooksville)	17240 Cortez Boulevard	Brooksville	FL	1/1/2008	12/31/2012
100077	Peace River Regional Medical Center (Bayfront Health Port Charlotte)	2500 Harbor Blvd	Port Charlotte	FL	1/1/2008	12/31/2012
100092	Wuesthoff Medical Center-Rockledge	110 Longwood Ave	Rockledge	FL	10/1/2011	12/31/2012
100102	Shands Lake Shore Regional Medical Center	368 NE Franklin Street	Lake City	FL	1/1/2008	12/31/2012
100107	Lehigh Regional Medical Center	1500 Lee Blvd.	Lehigh Acres	FL	1/1/2008	12/31/2012
100121	Bartow Regional Medical Center	2200 Osprey Blvd	Bartow	FL	1/1/2008	12/31/2012
100124	Santa Rosa Medical Center	6002 Berryhill Rd	Milton	FL	1/1/2008	12/31/2012
100137	Heart of Florida Regional Medical Center	40100 Highway 27	Davenport	FL	1/1/2008	12/31/2012
100150	Lower Keys Medical Center	5900 College Road	Key West	FL	1/1/2008	12/31/2012
100211	Pasco Regional Medical Center (Bayfront Health Dade City)	13100 Fort King Road	Dade City	FL	1/1/2008	12/31/2012
100217	Sebastian River Medical Center	13695 US Highway #1	Sebastian	FL	1/1/2008	12/31/2012
100249	Seven Rivers Regional Medical Center (Bayfront Health Seven Rivers)	6201 N. Suncoast Blvd	Crystal River	FL	1/1/2008	12/31/2012
100280	Spring Hill Regional Hospital (Bayfront Health Spring Hill)	10461 Quality Drive	Spring Hill	FL	1/1/2018	12/31/2012
100286	Physicians Regional Medical Center					
100291	(2 campuses: Collier Boulevard and Pine Ridge)	6101 Pine Ridge Road	Naples	FL	1/1/2008	12/31/2012
100302	Wuesthoff Medical Center-Melbourne	250 North Wickam Road	Melbourne	FL	1/1/2008	12/31/2012
100302 and 100024	St. Cloud Medical Center	2906 17th Street	St. Cloud	FL	1/1/2008	12/31/2012
101312	Fishermen's Hospital					
110045	Barrow Regional Medical Center	3301 Overseas Highway	Marathon	FL	1/1/2008	7/1/2011
110046	Clearview Regional Medical Center	316 North Broad Street	Winder	GA	1/1/2008	12/31/2012
110075	(f/k/a Walton Regional Medical Center)	330 Alcoy Street	Monroe	GA	1/1/2008	12/31/2012
180078	East Georgia Regional Medical Center	1499 Fair Road	Statesboro	GA	1/1/2008	12/31/2012
260015	Paul B. Hall Regional Medical Center	625 James Trimble Blvd	Painville	KY	1/1/2008	12/31/2012
260119	Twin Rivers Regional Medical Center	1301 First Street	Kennett	MO	1/1/2008	12/31/2012
250007	Poplar Bluff Regional Medical Center	2620 N. Westwood Blvd	Poplar Bluff	MO	1/1/2008	12/31/2012
250025	Biloxi Regional Medical Center	150 Reynoir Street	Biloxi	MS	1/1/2008	12/31/2012
250038	Gilmore Memorial Regional Medical Center	1105 Earl Frye Blvd	Amory	MS	1/1/2008	12/31/2012
250042	Madison Regional Medical Center	1421 East Peace Street	Canton	MS	1/1/2008	12/31/2012
250072	Northwest Mississippi Regional Medical Center	1970 Hospital Dr	Clarksdale	MS	1/1/2008	12/31/2012
250081	Central Mississippi Medical Center	1850 Chadwick Drive	Jackson	MS	1/1/2008	12/31/2012
250096	Meridian Hospital (Riley II Hospital)	1102 Constitution Avenue	Meridian	MS	1/1/2008	1/1/2011
250122	Crossgates River Oaks Hospital	350 Crossgates Blvd	Brandon	MS	1/1/2008	12/31/2012
250128	Natchez Community Hospital	129 Jefferson Davis Blvd	Natchez	MS	1/1/2008	12/31/2012
250138	Trilakes Medical Center	303 Medical Center Drive	Batesville	MS	4/30/2012	12/31/2012
340036	River Oaks Hospital	1030 River Oaks Drive	Flowood	MS	1/1/2008	12/31/2012
340106	Franklin Regional Medical Center	100 Hospital Drive	Louisburg	NC	1/1/2008	9/30/2009
340129	Sandhills Regional Medical Center	1000 West Hamlet Ave	Hamlet	NC	1/1/2008	12/31/2012
	Lake Norman Regional Medical Center	171 Fairview Road	Mooreville	NC	1/1/2008	12/31/2012

ATTACHMENT A TO UNITED STATES – NEWSOME SETTLEMENT AGREEMENT

CCN Number	Hospital Name	Street Address	City	State	Covered Period Start	Covered Period End
340144	Davis Regional Medical Center	218 Old Mocksville Road	Statesville	NC	1/1/2008	12/31/2012
370014	Medical Center of Southeastern Oklahoma	1800 W. University Blvd	Durant	OK	1/1/2008	12/31/2012
370094	Midwest Regional Medical Center	2825 Parklawn Drive	Midwest City	OK	1/1/2008	12/31/2012
390058	Carlisle Regional Medical Center	361 Alexander Spring Road	Carlisle	PA	1/1/2008	12/31/2012
390061	Lancaster Regional Medical Center	250 College Avenue	Lancaster	PA	1/1/2008	12/31/2012
390068	Heart of Lancaster Regional Medical Center	1500 Highlands Drive	Lancaster	PA	1/1/2008	12/31/2012
420010	Carolina Pines Regional Medical Center	1304 West Bobo Newsom Hwy	Hartsville	SC	1/1/2008	12/31/2012
420019	Chester Regional Medical Center	1 Medical Park Dr	Chester	SC	1/1/2008	12/31/2012
420043	Upstate Carolina Medical Center	1530 North Limestone Street	Gaffney	SC	1/1/2008	9/30/2009
440033	LaFollette Medical Center	923 East Central Avenue	LaFollette	TN	8/31/2012	12/31/2012
440056	Jefferson Memorial	110 Hospital Drive	Jefferson City	TN	8/31/2012	12/31/2012
440083	Jamestown Regional Medical Center	436 Central Avenue West	Jamestown	TN	1/1/2008	12/31/2012
440120	Physicians Regional Medical Center	900 E. Oak Avenue	Knoxville	TN	8/31/2012	12/31/2012
440144	Harton Regional Medical Center	1801 N. Jackson St	Tulahoma	TN	1/1/2008	12/31/2012
440153	Newport Medical Center	435 Second Street	Newport	TN	8/31/2012	12/31/2012
440193	University Medical Center	1411 W. Baddour Parkway	Lebanon	TN	1/1/2008	12/31/2012
450688	Dallas Regional Medical Center	1011 North Galloway Avenue	Mesquite	TX	1/1/2008	12/31/2012
500012	Yakima Regional Medical Center	110 South 9th Street	Yakima	WA	1/1/2008	12/31/2012
500037	Toppenish Community Hospital	502 West 4th Avenue	Toppenish	WA	1/1/2008	12/31/2012
510077	Williamson Memorial Hospital	859 Alderson Street	Williamson	WV	1/1/2008	12/31/2012

Attachment B to United States - Newsome Settlement Agreement

EmCare ED Contracts with HMA Hospitals

Hospital Name	Contract Start	Contract End
Biloxi Regional Medical Center	4/1/2009	9/11/2011
Brooksville Regional Hospital	1/1/2008	12/31/2013
Carlisle Regional Medical Center	5/1/2008	2/29/2012
Carolina Pines Regional Medical Center	9/30/2007	12/1/2010
Central Mississippi Medical Center	8/1/2007	8/31/2011
Charlotte Regional Medical Center	1/1/2002	12/31/2012
Chester Regional Medical Center	9/1/2006	7/1/2011
Crossgates River Oaks Hospital	6/1/2008	6/15/2011
Dallas Regional Medical Center	1/1/1980	6/14/2011
Franklin Regional Medical Center	11/1/2007	2/1/2010
Gilmore Memorial Regional Medical Center	7/1/2004	8/31/2011
Heart of Lancaster Regional Medical Center	6/1/2003	12/31/2012
Highlands Regional Medical Center	5/6/2008	5/31/2010
Lake Norman Regional Medical Center	10/30/2010	10/1/2011
Lancaster Regional Medical Center	6/1/2003	11/30/2012
Lehigh Regional Medical Center	5/1/2002	12/31/2012
Lower Keys Medical Center	4/1/2009	3/31/2015
Madison County Medical Center	7/1/2007	8/31/2011
Medical Center of Southeast Oklahoma	3/15/2009	3/4/2012
Mesquite Community Hospital	3/1/2004	6/1/2008
Natchez Community Hospital	6/1/2005	9/30/2011
Pasco Regional Medical Center	11/1/2004	9/1/2011
Poplar Bluff Regional Medical Center	8/1/2006	1/1/2011
Riley (Meridian)	9/1/2006	12/31/2010
River Oaks Hospital	10/18/2008	8/31/2011
Riverview Regional Medical Center	8/11/2008	11/30/2010
Sandhills Regional Medical Center	3/1/1992	11/14/2011
Sebastian River Medical Center	11/1/2006	12/31/2012
Sparks Regional Medical Center	2/10/2010	2/9/2013
Spring Hill Regional Hospital	1/1/2008	4/14/2016
Stringfellow Memorial Hospital	4/10/2009	11/15/2010
Summit Medical Center	10/1/2009	9/30/2012
Toppenish Community Hospital	11/1/2007	10/31/2010
Twin Rivers Regional Medical Center	5/1/2007	4/30/2010
University Medical Center	6/30/2010	6/29/2013
Upstate Carolina Medical Center	7/1/2008	9/1/2009
Yakima Regional Medical & Cardiac Center	6/3/2005	11/30/2010

Attachment C to United States - Newsome Settlement Agreement

EmCare Hospitalist Contracts with HMA Hospitals

Hospital	City, State	Contract Start	Contract End
Carlisle Regional Medical Center	Carlisle, PA	9/1/2010	2/12/2012
East Georgia Regional Medical Center	Statesboro, GA	5/1/2010	7/31/2012
Highlands Regional Medical Center	Sebring, FL	5/1/2008	5/31/2010
Lake Norman Regional Medical Center	Mooresville, NC	10/30/2010	8/1/2011
Sebastian River Medical Center	Sebastian, FL	10/1/2008	12/31/2014