

SETTLEMENT AGREEMENT

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”) (collectively the “United States”), Adventist Health System Sunbelt Healthcare Corporation, Adventist Health System/Sunbelt, Inc. (collectively referred to as “Adventist”), and Adventist’s Affiliated Entities as defined in Paragraph 2 below, and Michael Payne, Melissa Church, Gloria Pryor, and Sherry Dorsey (collectively referred to as the “Relators”). The United States, Adventist and the Relators are hereby collectively referred to as the “Parties” and act through their authorized representatives.

RECITALS

A. Adventist is a non-profit health care organization that operates hospitals and other health care facilities in ten states.

B. In December 2012, Michael Payne, Melissa Church, and Gloria Pryor (the “Payne Relators”) filed a *qui tam* action under seal in the United States District Court for the Western District of North Carolina captioned United States ex rel. Payne, et al. v. Adventist Health System/Sunbelt, Inc., et al., Case No. 12-856, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). In February 2013, the Payne Relators amended their complaint.

C. In January 2013, Adventist disclosed to the United States Department of Justice that it had submitted claims to the Medicare program pursuant to the referrals of certain physicians that were potentially in violation of Federal law. Adventist subsequently disclosed that it also submitted claims pursuant to prohibited referrals to the

Medicaid programs of Florida, North Carolina, Tennessee, and Texas, and that it submitted certain miscoded claims to the Medicare program that were potentially in violation of Federal law.

D. In April 2013, Sherry Dorsey filed a *qui tam* action under seal in the United States District Court for the Western District of North Carolina captioned United States ex rel. Dorsey v. Adventist Health System Sunbelt Healthcare Corporation, et al., Case No. 13-217, pursuant to the *qui tam* provisions of the False Claims Act. In July 2013, Dorsey amended her complaint. (These complaints, together with the Payne Relators' complaints described in Paragraph B, are collectively referred to as the "Civil Actions.")

E. The United States contends that Adventist 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. §§ 1395-1395lll, and to the Medicaid Programs of Florida, North Carolina, Tennessee, and Texas.

F. The United States contends that Adventist engaged in the following conduct (the "Covered Conduct"):

1. Adventist's compensation arrangements with certain employed physicians, as well as a space lease with an immediate family member of an employed physician, violated the Physician Self-Referral Law, 42 U.S.C. § 1395nn. (These physicians, and the time periods during which the United States contends that the compensation arrangements with the physicians (or their

immediate family members) violated the Physician Self-Referral Law, are identified in Exhibit 1 to this Agreement.); and

2. As disclosed by Adventist in reports by Coding Compliance Solutions, LLC, dated November 14, 2014, and January 30, 2015, Adventist submitted or caused the submission of falsely coded claims to the Medicare program. (The claims whose coding the United States contends were improper and the time periods during which the United States contends that the improper claims were submitted are identified in Exhibit 2 to this Agreement.)

G. 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 and attorneys' fees and costs. Adventist expressly reserves any defenses or objections in law or equity to Relators' claims for attorneys' fees, expenses, and costs, on any grounds, including any provision of Federal, state, or common law.

H. This Agreement is neither an admission of liability by Adventist nor a concession by the United States that its allegations are not well founded. 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. Adventist shall pay to the United States one hundred and fifteen million dollars (\$115,000,000) ("Settlement Amount") no later than September 21, 2015 by

electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Western District of North Carolina.

2. Subject to the exceptions in Paragraph 5 (concerning excluded claims) below, and conditioned upon Adventist's full payment of the Settlement Amount, the United States releases Adventist; all of its entities, together with their past and present direct and indirect affiliated entities, parents, subsidiaries, components, and divisions (collectively the "Affiliated Entities"); and their past and present officers, directors, attorneys, agents, servants, and employees, as well as successors and assigns of any of them; 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; the civil money penalty provisions of the Physician Self-Referral Law, 42 U.S.C. §§ 1395nn(g)(3) and (4); any other statute creating causes of action for civil damages or civil penalties for which the Civil Division of the United States Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. Part O, Subpart I, § 0.45(d); or the common law theories of payment by mistake, restitution, unjust enrichment, disgorgement, and fraud.

3. Subject to the exceptions in Paragraph 5 (concerning excluded claims) below, and conditioned upon Adventist's full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Adventist; its Affiliated Entities; and their past and present officers, directors, attorneys, agents, servants, and employees, as well as successors and assigns of any of them; from any claim the Relators have, whether in law or equity or otherwise, on behalf

of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733, related to (a) the Covered Conduct, and (b) all the allegations in their respective *qui tam* complaints referenced in Paragraphs B and D above, as amended, and agree to dismiss those claims with prejudice. Relators expressly reserve and do not dismiss or release their claims against Adventist for attorneys' fees and expenses pursuant to 31 U.S.C. § 3730(d).

4. In consideration of the obligations of Adventist in this Agreement and conditioned upon Adventist'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 Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Adventist under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), the civil monetary provisions of the Physician Self-Referral Law at 42 U.S.C. §§ 1395nn(g)(3) and (4), 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 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Adventist 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 from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 5, below.

5. Notwithstanding the releases given in Paragraphs 2, 3, and 4 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 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 obligations 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 liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; or
- i. Any liability of individuals, except as expressly provided in Paragraph 2, above.

6. Relators and their 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).

7. Adventist and the Affiliated Entities waive and shall not assert any defenses they 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. 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.

8. Adventist and the Affiliated Entities and their past and present officers, directors, attorneys, agents, servants, and employees, as well as successors and assigns of any of them, fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Adventist and/or the Affiliated Entities have 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 and the United States' investigation and prosecution thereof.

9. Adventist and the Affiliated Entities and their past and present officers, directors, attorneys, agents, servants, and employees, as well as successors and assigns of any of them, fully and finally release the Relators, their heirs, successors, attorneys, agents and assigns from any and all claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Adventist or the Affiliated Entities or their past and present officers, directors, attorneys, agents or employees have asserted, could have asserted, or may assert in the future related to the Civil Actions or the Covered Conduct and the Relators' investigation and prosecution thereof.

10. 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 any state payer, related to the Covered Conduct; and Adventist and the Affiliated Entities agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, and agree not to appeal any such denials of claims.

11. Adventist agrees to the following:

a. Unallowable Costs Defined: 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Adventist, the Affiliated Entities, and/or their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
 - (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
 - (3) Adventist's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
 - (4) the negotiation and performance of this Agreement;
- and

- (5) the payment Adventist makes to the United States pursuant to this Agreement and any payments that Adventist may make to Relators, including costs and attorneys' fees

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program ("FEHBP") (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by Adventist and the Affiliated Entities, and Adventist and the Affiliated 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 Adventist or any of the Affiliated Entities to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Adventist and the Affiliated 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 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 Adventist or any of the Affiliated Entities, and shall

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. Adventist and the Affiliated Entities agree that the United States, at a minimum, shall be entitled to recoup from Adventist and the Affiliated Entities 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 Adventist or any of the Affiliated Entities on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Adventist or any of the Affiliated Entities' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine the books and records of Adventist and the Affiliated Entities to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

12. This Agreement is intended to be for the benefit of the Parties only. Except for the persons and entities released in Paragraphs 2 and 3 of this Agreement and except to the extent provided for in Paragraph 13 below, the Parties do not release any claims against any other person or entity.

13. Adventist and the Affiliated Entities agree that they waive and shall not on or after the Effective Date of this Agreement seek payment from any health care

beneficiaries, parents, sponsors, legally responsible individuals, or third party payors for services or items identified in the claims defined as Covered Conduct.

14. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Actions Joint Stipulations of Dismissal of the Civil Actions pursuant to Rule 41(a)(1). These Joint Stipulations will not include Relators' claims for attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d), which shall not be dismissed and shall remain pending.

15. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement except, as set forth in Paragraph 3 above, relators may seek reasonable expenses and attorneys' fees and costs.

16. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

17. 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 Western District of North Carolina. 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.

18. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

19. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

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

21. This Agreement is binding on Adventist's and the Affiliated Entities' successors, transferees, heirs, and assigns.

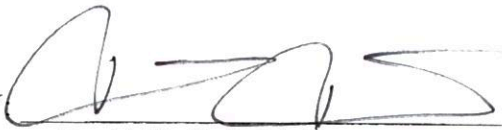
22. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

23. All parties consent to the disclosure of this Agreement, and information about this Agreement, to the public by the Parties.

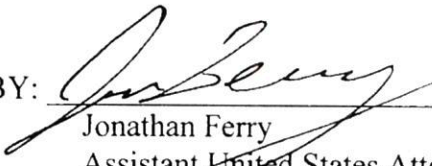
24. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 9/16/15

BY: 
David M. Finkelstein
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 9-16-15

BY: 
Jonathan Ferry
Assistant United States Attorney
Western District of North Carolina

DATED: _____

BY: _____
Robert K. DeConti
Assistant Inspector General for Legal Affairs
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: _____

David M. Finkelstein
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

Jonathan Ferry
Assistant United States Attorney
Western District of North Carolina

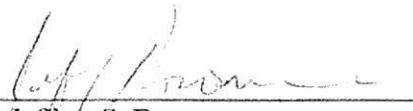
DATED: 9/14/15

BY: Robert K. DeConti

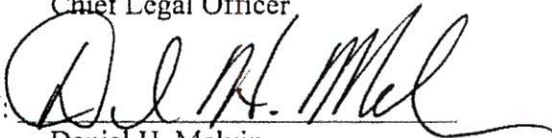
Robert K. DeConti
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of
Health and Human Services

ADVENTIST HEALTH SYSTEM

DATED: 9/9/15

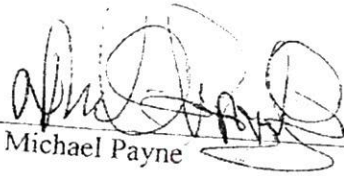
BY: 
Jeffrey S. Bromme
Senior Vice President
Chief Legal Officer

DATED: 9/15/15

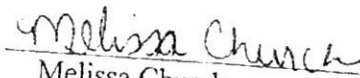
BY: 
Daniel H. Melvin
McDermott Will & Emery
Counsel for Adventist Health System

THE PAYNE RELATORS

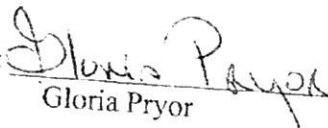
DATED: 9/10/15

BY: 
Michael Payne


DATED: 9/11/15

BY: 
Melissa Church

DATED: 9-10-15

BY: 
Gloria Pryor

DATED: 9/10/15

BY: 
Peter Chatfield, Esq.
Counsel for the Payne Relators

SHERRY DORSEY (RELATOR)

DATED: 9-14-2015 BY: Sherry Dorsey
Sherry Dorsey

DATED: _____ BY: _____
Marlan Wilbanks, Esq.
Counsel for Ms. Dorsey

SHERRY DORSEY (RELATOR)

DATED: _____

BY: _____
Sherry Dorsey

DATED: 9/14/2015

BY: Marlan Wilbanks by scw
Marlan Wilbanks, Esq.
Counsel for Ms. Dorsey

Exhibit 1 to Settlement Agreement

PHYSICIAN NAME	NPI #	CALENDAR YEARS
ALTIERI, JOHN JOSEPH	1043256241	2011-2012
AASHEIM, RICHARD	1831139005	2009-2012
ADAMI DO, RYAN J	1265627152	2007-2010
ADAMS, RICHARD L	1770544595	2009-2012
ADVINCULA MD, ARNOLD P	1437242807	2011-2012
AGUDELO RIVERA MD, JUAN F	1841346426	2011-2012
AHMED, TANAM S	1043475155	2012
ALBERT, MATTHEW	1699729244	2007-2012
ALBRITTON, DANIELLE LEE	1114969151	2008-2012
ALEMANY MD, CARLOS A	1770576258	2007-2012
ALFIERI MD, DARLENE M	1902916869	2012
ALISSA, HASSAN	1770522633	2010-2012
ARHELGER, ERIK JOSEPH	1821291162	2012
ASHRAF, SUALEH	1457306342	2007
ATALLA, SAMEH	1508971144	2009-2011
ATALLAH, SAM (OSAMA)	1629101019	2008-2012
ATIQUZZAMAN, BASHER	1033159819	2010-2012
ATTERMANN DO, STEVEN L	1538173026	2011-2012
AZANK, KARINA	1962693358	2007-2012
AZIZ, CHRISTINE	1437354958	2011-2012
BADMAN, JAMES	1265470405	2007-2012
BAEZ TORRES MD, SHEILA M	1558564666	2007-2012
BAILEY, ROBERT	1609837079	2007-2012
BAILL MD, I CORI	1922274430	2012
BAKER, CHRISTOPHER	1760432090	2011-2012
BALAMARAMAN, RAMA	1396709424	2007
BALINT, LYNDA	1104853464	2007, 2009-2011
BARONE, RUSSELL	1255535258	2010-2011
BASSETTI MD, DENNIS R	1245270453	2007-2012
BAUTISTA, JOEL	1700878253	2007-2012
BEHRMANN, DONALD	1841249711	2011-2012
BELLEW, MICHAEL	1306856828	2011-2012
BERGER MD, KRISTINA H	1023260973	2012
BESONG, GEORGE T	1801821715	2008-2011
BHALANI, MAULIK	1336331008	2007-2012

BIGMAN, KARIN	1285690529	2007-2012
BIGSBY, GLENN	1821045584	2007-2012
BIRKEDAL, CHRISTIAN	1043205404	2008-2012
BLACKSTONE, HARRY GORDON	1720016496	2008-2012
BOBKOVA MD, ELINA	1700110376	2012
BOGGUS, JR., DAN	1669419248	2007-2012
BOLLA, JOHN	1396723581	2007-2012
BOTHE, BRIAN	1891792859	2007
BOWER, STEVEN C	1932179207	2007-2012
BRACE MD, HANFORD G	1982641783	2007-2012
BRADY, JEFFREY	1932195617	2012
BRANCH, MIA E	1629008388	2007-2011
BROOME WEBSTER MD, DORNA	1851436893	2007-2012
BRYANT, JAMES	1770682676	2007-2012
BULLARD, GUINEVERE J	1417926965	2007-2012
BURNS DO, BETH A	1558311464	2007-2012
BURNS, LAWRENCE W	1972573210	2007-2012
BUSH, RONALD E.	1336146018	2007-2008
CACERES MD MPH, AILEEN	1295829919	2007-2012
CAIRUS, ALCIDES B	1780797886	2007-2012
CANGIANO, THOMAS	1356316756	2012
CAPPIELLO, ANGELO M	1689672990	2012
CASHIO, RICHARD	1447440243	2008-2012
CASIMIRO, JESSY	1639157902	2007-2012
CASTILLO, RAUL	1073506341	2009-2012
CASTRO DO, PAULINA V	1720380231	2012
CEBALLOS, JECEBU J	1740394352	2010-2012
CHAIT MD, ANITA	1629143888	2007-2011
CHAMBERS JR DO, THOMAS E	1184676801	2007-2012
CHAN, RAINER	1972794790	2012
CHEMTOB, GILLES	1467448704	2010-2012
COCHRAN, DANIEL	1770510372	2008-2012
COHEN, DANIEL	1477582047	2007-2011
COHEN, HEZI	1265427587	2010-2012
COMBS, WALLACE M	1437257532	2008, 2010-2012
CONSTANT PETER MD, GREGORIE	1386697365	2012
COOPER, RACHEL L M	1710912761	2008-2012
CORTES, RAFAEL	1770729816	2011-2012
DAAS, ADEL Y	1518049964	2012
DANNINGER, SARAH	1720023260	2011-2012
DASCHER, PHILLIP	1760439525	2008-2012

DAUER DO, ANDREW J	1033162680	2012
DAUM, RICHARD MICHAEL	1265482061	2012
DAVIS MD, KENLEY B	1841303559	2007-2012
DAVSON-STERLING, JOANNE V	1861709610	2011-2012
DAWKINS DO, DONALD	1912123886	2007-2012
DE LEON MD, MARIA V	1578573093	2012
DOBKIN, STEPHEN	1306899893	2007-2012
DOBRADIN, ANDREW	1356389738	2007-2012
DOSHI SANGHRAJKA MD, NEHA	1568487353	2007-2012
DUDLEY DO, GAIL J	1720051451	2007-2011
DUHARTE VIDAURRE, LUIS	1225076797	2008-2010
DUMBACHER, PERRI	1497705131	2008-2012
DYER, CRYSTAL	1841485018	2011-2012
EAGLE, DONALD	1326086760	2007-2013
EHRINGER, GEORGE L	1346228574	2007-2010
EISENHAUER, THOMAS L	1346248002	2007-2012
EKICI, SEDAT TARIK	1295764025	2009
ELIJAH, DAVID E	1326144957	2008-2012
ELLIOTT, HAROLD	1750366233	2007-2012
ELSAYED MD, AMIRA M	1982720827	2012
ESTES, RALPH CHRISTIAN	1164420857	2007-2012
EVERING MD, AKILAH N	1952545857	2012
FERANEC MD, JESSICA B	1861416844	2007-2012
FERNANDEZ MD, DAVID F	1871578617	2012
FIELD, MELVIN	1962451823	2011-2012
FINE, DAVID S	1942243266	2011-2012
FOUNTAIN DO, MICHAEL W	1023260205	2012
FRANCIS, ROBERT D.	1063411882	2007-2011
GABRE MADHIN MD, SEBLE	1922187400	2012
GALLAS DO, STEVEN MICHAEL	1376795203	2007-2012
GALLOWAY, PAULA	1235115619	2007-2012
GARCIA PRIETO, CARLOS EMILIO	1689728800	2011-2012
GARCIA-GUERRA, JOSE R	1083824262	2009-2012
GARFIELD, ROBERT	1538168547	2007-2012
GAY, DAVID M	1356402390	2007-2012
GEORGE MD, SARAH K	1609945880	2007-2012
GEORGE, MALIKA	1467603183	2011-2012
GERSHMAN, ERIC	1316903768	2011-2012
GHURANI MD, GISELLE B	1982609418	2007-2012
GOLDBERG, PAUL B	1225087240	2008-2011
GONSALVES, LISA	1114997616	2007-2012

GOODEN, GREGORY P	1932177383	2009-2011
GRAINGER, WADE K	1518966928	2007-2012
GRAY, KATHERINE K	1760687537	2007-2012
GREAVES, DEBORAH P.	1174560163	2007-2012
GUIRGUIS, AMIR	1669421418	2011-2012
GUNDIAN, JULIO	1831185610	2012
GUPTA, ANEETA JAIN	1659370005	2007-2008
H DEBECHE ADAMS MD, TERESA C	1538359161	2012
HARDIN, DAVID	1801836069	2007-2012
HARICHAND HERDT, SEEMA	1801831870	2011-2012
HARTMAN DO, MELISSA A	1124259577	2012
HAYNE, WALTER C	1457307928	2007-2012
HELLINGER, JR., FRANK	1790782860	2012
HEMKES MD, NICOLE T	1083743637	2011-2012
HIGHLEY, TIMOTHY A	1366441560	2007-2012
HILL, JOHN	1558380444	2009-2010
HOFFMEISTER DO, TIMOTHY A	1346286481	2007-2011
HOOVER MD, FREDERICK A	1134151277	2007-2012
HUDSON, TYMESIA	1659340081	2007-2012
HUFFMAN, ALLAN	1053310086	2007-2012
HUMPHREY MD, RACHEL G	1730151796	2011-2012
HUSTED, DAVID S	1255370235	2008-2010
INGRAM, DENISE	1346249380	2007-2012
IVANOV MD, OLGA	1487609285	2011-2012
JABLONSKI MD, CHRISTINE T	1902006950	2007-2012
JABLONSKI, DAVID	1134115819	2012
JABLONSKI, DONALD	1265428957	2012
JENKINS, JOHN	1932143435	2009-2012
JOHNSON, CLIFFORD P	1174579940	2010-2012
JOHNSON, RONALD W	1134128028	2007-2012
JONES, PHILIP EUGENE	1043235401	2011-2012
JOSHI, SHAILESH	1023033040	2007-2012
KALLA, SHRISH K	1497976526	2008-2012
KALSER, GARY	1386744084	2012
KARAFFA, DAVID M	1528048147	2012
KASHI, MARYAM	1467569533	2011-2012
KEEN, JEFFREY	1710048780	2011-2012
KELLEY, MICHAEL J	1750345583	2007-2012
KEMP, KAMY RAE	1841230414	2007-2012
KENDRICK MD, JAMES E	1164450508	2007-2012
KEPPLER, EILEEN	1801882220	2007-2012

KHIN, U	1093704116	2007-2012
KHURANA, SUNAINA	1952357816	2009-2012
KIM, ELI	1861727802	2011-2012
KIM, JOHN C	1073554648	2007-2012
KIM, KEITH C	1194732750	2007-2011
KNIGHT, RANDOLPH A	1487761557	2007-2012
KOSHY MD, SAJI	1982623286	2012
KRAMER, LAWRENCE D.	1548215734	2007-2012
KRISHINGNER JR MD, GENE L	1578662276	2012
KRUEGER, ANDREW H	1902821697	2010-2012
KRUEGER, HILARY	1730104449	2010-2012
KURIAN, KIZHAKE	1427082486	2010-2012
LAMVU MD, GEORGINE M	1043326689	2007-2012
LANG, JOHN M	1003815937	2007-2012
LARACH MD, SERGIO W	1790744878	2012
LARTEY, PHILIP L	1245231935	2008-2010
LAYSON MD, JOSEPH S	1215935200	2007-2012
LE MD, LYNN T	1558384271	2007-2011
LEASEBURGE, LORI	1275628455	2007-2011
LEFLER MD, JAMES E	1174582464	2011-2012
LEMOINE, JASON	1154328375	2012
LEUNG MD, BRIAN C	1174620702	2007-2012
LEVINE, STEPHEN H	1457395543	2008-2009, 2011
LEWIS, BERTRAM A	1124096060	2007-2012
LEWIS, DANIEL	1902821069	2007-2012
LOCKLEAR, ROBERT	1114972262	2009-2012
LOPEZ DE ARCO MD, JAVIER	1295729986	2012
LORENZEN MD, JANICE R	1912112764	2007-2011
LU, WILLIAM	1457300840	2012
LUCAS, YOLANDA	1588851786	2007-2012
LUGUS, THOMAS R	1295736882	2007-2012
LUKMAN, LINDA	1568459006	2009-2012
LURA MD, GLENN I	1790747897	2012
MADHANY MD, NASIRDIN H	1316991516	2007-2012
MANLY, DAVID T	1902898018	2007-2010
MANTINEO, JOHNNA G	1952371312	2007-2012
MARLER, DAVID F	1760456131	2012
MARSA, GORDON	1477593218	2009-2012
MARTELLO, ROBERT A.	1205879236	2007-2012
MARTIN, ROBERT J	1407918352	2008
MARTIN, TRINA C	1194789263	2007-2012

MARTINEZ MEJIAS, EDWIN R	1124115514	2012
MASHKOVICH, YURY	1114192879	2012
MASRI, ADDAM	1851335327	2007-2012
MATHIS, CHARLES RAY	1033115274	2007-2012
MAXWELL, LEISA	1154434462	2007-2012
MCCARUS MD, STEVEN D	1891736476	2007-2012
MCDONALD, MICHAEL	1982632972	2011-2012
MCGEE, DONNA	1841291382	2007-2012
MCKINLEY, JOSEPH M	1053400994	2010-2012
MCKINNEY, JAMES R	1770523458	2007-2012
MENEZES MD, JUSTIN N	1194013169	2011-2012
MIEDICO MD, TANIA MORALES	1255484390	2007-2010, 2012
MILLER, JAVIER	1497977029	2012
MINTON, LISA	1407951924	2008-2012
MOJICAR MD, LUIS A	1932177441	2012
MONROY ALBA, SCARLETT YVONNE	1740493980	2012
MOSCA, ROBERT W	1508832718	2012
MOWERE, DAVID	1629016639	2007-2012
MYERS, FREDERICK J	1316993298	2007-2012
NABI, MUSHTAQ	1386660017	2011-2012
NAZARIO, ILKA Y	1992755896	2011-2012
NDUM, PHILIP N	1366404121	2008-2012
NEILSON, LORRAINE	1215911003	2007-2012
NEUENSCHWANDER MD, MICHAEL C	1841297884	2009-2012
NIETO, JOSE	1225190002	2010
NYSTROM, JOSEPH WILLIAM	1629006127	2008-2012
ODELL, MICHAEL	1477593143	2007-2012
OGLESBY, ALLAN C	1124098553	2007-2012
OGLESBY, SHARON M	1356311765	2008
OH, CHERYL	1912920620	2007-2012
OVERHOLT, CANDI	1760686711	2007-2012
PARK, DAVID R	1003855313	2008-2012
PARRA DAVILA MD, EDUARDO	1609864925	2012
PATEL MD, CHETAN K	1841272093	2007-2012
PATEL, BHARATKUMAR C	1922057249	2008-2010, 2012
PATEL, RAKESH	1982690665	2012
PATEL, ZAMIP	1437318326	2011-2012
PENN, ROBERT	1649228438	2007-2010
PETERSON, DARREN	1164538914	2007-2012

POSSINGER, CLIVE	1891754156	2012
PRADO, MARTIN G	1487603445	2011-2012
PRICE, DAVID C	1710984166	2007-2012
PURVIS, STEPHEN	1407885882	2011-2012
QUEFATIEH, AMIR	1801831755	2007-2012
RAMOS MD, AGUSTIN	1144257254	2012
RANSON, MARK	1790990687	2007-2012
RASMUSSEN, RONALD	1811951981	2007-2012
RAVELO MD, JUAN L	1356384804	2007-2010
REDAN, JAY A.	1376562553	2007, 2010-2012
REYNOLDS, ROBERT	1043210263	2009-2012
RICE, JOHN	1134105612	2012
RIVERA-RAMIREZ, INOEL	1811984131	2012
RIVERA, VICTOR	1316994395	2007-2012
ROBERTSON, CHARLENE T	1972766954	2011-2012
ROBINSON, REBEKAH	1184777310	2007-2012
ROLLER, JENNIFER R	1295749455	2007-2012
ROSALES, JOSE J	1295761948	2008-2012
ROSEN, DAVID	1265684518	2011-2012
SAI, PADMAJA	1013002880	2007-2012
SALAGUBANG, JASON LAMONT R.	1740270230	2009-2012
SALEH, NERMEEN	1235416165	2012
SAN MIGUEL, GRETCHEN	1639315161	2009-2012
SANDBORN, WILLIAM	1063404671	2007
SASSE MD, ELIZABETH B	1427310440	2012
SAVAGE, KENNETH	1588813661	2011-2012
SAWIN, PAUL	1053361386	2011-2012
SCHLAPPER, BRENT D	1629058565	2011-2012
SCHNEIDER, JULIE	1720001852	2007-2012
SCHNELL, BRIAN	1447211958	2012
SHAH, VAIBHAV	1154508083	2011-2012
SHAHZAD MD, KHURRAM	1669554689	2007-2012
SHAMS, SAFWAN	1316970205	2009-2012
SHAPIRO, STUART M	1538170964	2010-2012
SHOUKAS, JAMES T	1306036868	2007-2012
SIDDIQUI, REHANA M	1912964040	2007-2012
SIMONS, WILLIAM J	1790778801	2007-2010, 2012
SKIPPER, S ALLEN	1427091073	2007-2012
SMITH MD, MATTHEW T	1972784932	2012
SOLOMON (MILKMAN), RACHEL	1902849458	2007-2012
ST LOUIS, MYRON RAE L	1164636783	2011-2012

STALFORD, MICHAEL	1376518290	2007-2012
STANLEY MD, CHRISTOPHER J	1629046990	2007-2012
STANLEY, JAMES H	1861476681	2007-2012
STEELY, JOHN H	1508814682	2008-2010
STEINBERG, JORDON	1720269285	2008-2012
STIEG MD, FRANK H	1699783290	2011-2012
STONE MD, ERICKA P	1659562619	2011-2012
STONE, FRANK J.	1285658146	2007-2012
STOVER, BRIAN S	1518057454	2010-2012
STOVER, PAMELA	1134367394	2010-2011
SVENDSEN, CLAES	1801836572	2007-2012
SWANN, LEAH	1972704492	2011-2012
TABREZ MD, SM SHAMS	1215902184	2007-2012
TAMAYO, PERCIVAL MINDORO	1679588933	2012
TAN MD, BENNY KIEN HON	1437300597	2007-2011
TANTON, DAMON	1952429615	2008-2012
TAYLOR, ALLEN	1477500452	2007-2011
THEILADE, KAREN C	1750422184	2012
THILL, JEFFREY	1790771574	2012
THOMPSON, JAMES	1881666790	2007-2012
TODD DO, JACQUELINE	1487815130	2011-2012
TOLAYMAT MD, LAMA L	1457327421	2012
TOPPI, KAREN A	1639149917	2007-2012
TORRES, ANNABELL	1457446650	2012
TORRES, RAMON	1184621807	2009-2012
TRAN, DAN	1215972336	2008-2012
TRAUTSCHOLD, JULIA A	1063476786	2007-2012
TREHARNE, JOHN W.	1568415503	2007-2012
TUCKER, ANTHONY T	1700048683	2012
TURCHIN, SERGEY	1033177878	2007-2012
TUTORINO, JOSEPH	1528174786	2009-2012
UHL, GREGORY S	1356319602	2007-2012
UNYON MD, CESAR A	1053396309	2012
VARNAGY, DAVID	1952571671	2011-2012
VARON MD, JUAN C	1053512350	2011-2012
VAUGHN, DAVID	1346236049	2012
VEGA MD, ESTRELLA S	1598971020	2011-2012
VELEZ MD, TANIA E	1932455623	2012
VISHNUBHOTLA, PRIYA	1952393803	2007-2010
VONBARGEN, WILLIAM	1851335038	2011-2012
VU, CHUONG H.	1366484446	2007-2012

WAIKINS, JERRY	1629032974	2007-2011
WALSH, JOHN ALAN	1932271541	2011-2012
WARD, JEFFREY	1093779175	2007-2012
WEAVER, ROBERT	1598863219	2012
WEBSTER, JOHN CHRISTOPHER	1881608768	2012
WEIGAND, FREDERICK	1003000522	2008-2012
WELCH WILSON, KATHLEEN	1053453878	2007-2012
WENG, GLADYS C	1225094121	2007-2012
WILLIAMS, DONNETTE	1013971142	2007-2008
WINDHAM, T CHRISTOPHER	1407861859	2008-2011
WITTUM, ROGER LEE	1922024850	2007-2012
WLADIS, ALAN R.	1568578631	2007-2012
WODI MD, LINUS A	1841242906	2007-2012
WONG, PHILIP	1306800727	2008-2012
WURST, ERIC A.	1952334682	2007-2012
YACOBI, EVA M	1093815854	2012
YOUNG, GARY	1902843907	2007-2012
YOUNG, WILLIAM A	1649265125	2007-2012
ZAKARI, AHMED	1447268297	2009-2012

Exhibit 2 to Settlement Agreement

1. Claims submitted or caused to be submitted by Fletcher Hospital, Incorporated, Florida Hospital Zephyrhills, Inc., Adventist Health System/Sunbelt, Inc. and Takoma Regional Hospital, Inc. between January 1, 2007 – March 31, 2014, which used modifier Q6 (*locum tenens*) in circumstances for which the modifier did not qualify.

2. Claims submitted or caused to be submitted by Fletcher Hospital, Incorporated, Florida Hospital Zephyrhills, Inc., Memorial Health Systems, Inc., University Community Hospital, Inc., Adventist Health System/Sunbelt, Inc., Adventist Health System Georgia, Inc., Takoma Regional Hospital, Inc., Memorial Hospital Flagler, Inc., Adventist Health Partners, Inc., Florida Hospital Medical Group, Inc., and Cobb Medical Associates, LLC between July 1, 2007 – December 1, 2013, which used modifier 25, modifier 59, and/or another modifier in circumstances in which these modifiers did not qualify for use and/or for which there was insufficient clinical documentation to support their use.

3. Claims submitted or caused to be submitted by Fletcher Hospital, Incorporated, Florida Hospital Zephyrhills, Inc., Memorial Health Systems, Inc., University Community Hospital, Inc., Adventist Health System/Sunbelt, Inc., Adventist Health System Georgia, Inc., Takoma Regional Hospital, Inc., Memorial Hospital Flagler, Inc., Adventist Health Partners, Inc., Florida Hospital Medical Group, Inc., and Cobb Medical Associates, LLC between July 1, 2007 – December 1, 2013, which assigned evaluation and management codes to physician services denoting a higher level of service than was supported by the clinical documentation.

3. Claims submitted or caused to be submitted by Adventist Health System Georgia, Inc. between January 1, 2008 – December 1, 2013, which billed for the services of a non-physician practitioner under a physician's provider number in circumstances that did not qualify for an exception to the general rule that professional medical services must be billed under the provider number of the rendering provider.