

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), and the Defense Health Agency (DHA), acting on behalf of the TRICARE Program (collectively, the “United States”), Health Management Associates, Inc., now known as Health Management Associates, LLC, its parent (“HMA Parent”), and its subsidiaries and affiliates, including but not limited to, Rose City, LLC, Rose City HMA, Inc. formerly d/b/a Lancaster Regional Medical Center, Lancaster HMA, LLC, Lancaster HMA, Inc. formerly d/b/a Heart of Lancaster Regional Medical Center, Charlotte HMA, LLC formerly d/b/a Peace River Medical Center and Punta Gorda HMA, LLC formerly d/b/a Charlotte Regional Medical Center (“HMA Subsidiaries”) (collectively “HMA”), and George E. Miller, Michael J. Metts and Bradley Nurkin (collectively the “Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives,

RECITALS

A. HMA is a for-profit healthcare system that during all relevant periods, through its subsidiaries, owned and operated hospitals throughout the United States. At all times relevant to this matter, HMA, through its subsidiaries, owned and operated Lancaster Regional Medical Center, Heart of Lancaster Regional Medical Center, Peace River Medical Center, and Charlotte Regional Medical Center. HMA Parent, a Delaware corporation with its principal place of business in Franklin, Tennessee, acquired Health Management Associates, Inc., now known as Health Management Associates, LLC in January 2014.

B. On June 22, 2010, Relators Miller and Metts filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania, captioned *United States ex rel.*

Miller & Metts v. HMA, et al., No. 10-cv-3007 (E.D. Pa.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Miller Civil Action”). Miller and Metts alleged, *inter alia*, that HMA created joint ventures involving HMA facilities to provide remuneration to physicians in return for referrals to HMA facilities in violations of the Stark statute, 42 U.S.C. § 1395nn, and the Anti-Kickback statute, 42 U.S.C. § 1320a7b(b). The United States intervened in the Miller Civil Action on December 16, 2013. On September 30, 2015, Miller and Metts filed an amended complaint.

C. On January 14, 2011, Relator Nurkin filed a *qui tam* action in the United States District Court for the Middle District of Florida, captioned *United States ex rel. Nurkin v. HMA, et al.*, No. 2-11-cv-14 (M.D. Fla.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Nurkin Civil Action”) (together with the Miller Civil Action, the “Civil Actions”). Nurkin alleged, *inter alia*, that HMA paid remuneration to a physician group, Primary Care Associates, in return for referrals to Peace River Medical Center and Charlotte Regional Medical Center. The United States intervened in the Nurkin Civil Action on December 16, 2013.

D. On January 14, 2014, the United States filed a motion with the Judicial Panel on Multidistrict Litigation to consolidate the Civil Actions with seven other False Claims Act *qui tam* actions. On April 2, 2014, the Judicial Panel on 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. 14-00339 (RBW), MDL Docket No. 2524. Within the MDL, the Miller Civil Action is assigned Case No. 1:14-cv-00583-RBW, and the Nurkin Civil Action is assigned Case No. 1:14-cv-00605-RBW.

E. The United States contends that HMA submitted or caused to be submitted 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”).

F. The United States contends that it has certain civil claims against HMA arising from the following:

1) HMA’s payment of remuneration to (a) a large physician group, Physician’s Alliance Limited (PAL), in exchange for two businesses owned by PAL and for services allegedly performed by PAL, in amounts that exceeded the value of the businesses and services, and (b) an individual physician, Glenn Kline, D.O., in amounts that exceeded the value of the services provided, in exchange for patient referrals by PAL and Kline to Lancaster Regional Medical Center and Heart of Lancaster Regional Medical Center during the period from 2009 through 2012; and

2) HMA’s provision of remuneration to (a) Primary Care Associates (PCA) in the form of free office space and staff, as well as direct payments in amounts that exceeded the overhead and administrative costs incurred by PCA for its management of a Charlotte Regional Medical Center physician, and (b) David Ruggieri, M.D. in the form of free rent and upgrades to his office space, in exchange for patient referrals to Peace River Medical Center and Charlotte Regional Medical Center during the period from 2003 through 2011.

This conduct is referred to below as the “Covered Conduct.”

G. This Agreement is neither an admission of liability by HMA nor a concession by the United States, Relators Miller and Metts, or Relator Nurkin that their claims are not well founded. HMA denies the allegations and contentions of the United States and Relators.

H. Relators Miller and Metts claim entitlement under 31 U.S.C. § 3730(d)(1) to a share of the proceeds of this Settlement Agreement as allocated below in Paragraph One to the Miller Civil Action and to Relators' reasonable expenses, attorneys' fees and costs.

I. Relator Nurkin claims entitlement under 31 U.S.C. § 3730(d)(1) to a share of the proceeds of this Settlement Agreement as allocated below in Paragraph One to the Nurkin Civil Action and to Relator's reasonable expenses, attorneys' fees and costs.

J. HMA reserves all rights pursuant to 31 U.S.C. § 3730(d)(1) to challenge Relators' claim for reasonable expenses, attorneys' fees and costs in their respective cases.

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. HMA shall pay \$142,958,314.83 ("Settlement Amount") to the United States by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice, no later than 10 business days after the Effective Date of this Agreement, and the United States agrees that \$55,000,000 of the Settlement Amount, of which \$27,500,000 is restitution, will be allocated to resolve the allegations in the Miller Civil Action, and \$87,958,314.83 of the Settlement Amount, of which \$43,979,157.41 is restitution, will be allocated to resolve the allegations in the Nurkin Civil Action. Interest on the Settlement Amount shall accrue at a rate of 2.250% from September 1, 2017, and shall be proportionately allocated by the United States to the Civil Actions.

2. In order to resolve claims asserted pursuant to state law in the Nurkin Civil Action, HMA will be entering into a separate settlement agreement (the "Medicaid State Settlement Agreement") with the State of Florida, in which it agrees to pay an additional

\$5,541,685.17, of which \$2,770,842.58 is restitution, plus applicable interest, pursuant to written instructions from the Florida Office of the Attorney General.

3. Conditioned upon the United States receiving the Settlement Amount from HMA and as soon as feasible after receipt, the United States shall pay (a) \$11,550,000, plus pro rata interest to Relators Miller and Metts by electronic funds transfer, and (b) \$14,952,913, plus pro rata interest to Relator Nurkin by electronic funds transfer.

4. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon HMA's full payment of the Settlement Amount plus accrued interest, and subject to Paragraph 22, below (concerning bankruptcy proceedings commenced after the Effective Date of this Agreement or any payment made under this Agreement), the United States releases HMA, together with its current and former parent corporations, partnerships, joint ventures, limited liability companies and other parent entities; direct and indirect subsidiaries; brother or sister corporations, partnerships, joint ventures, limited liability companies and other HMA-owned entities; divisions; current or former corporate partnership, joint venture and limited liability company owners; and the successors and assigns of any of them (collectively, the "HMA Releasees"), 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, and fraud.

5. Subject to the exceptions in Paragraphs 9 and 11 below, and conditioned upon HMA's full payment of the Settlement Amount plus accrued interest, and subject to Paragraph 22, below (concerning bankruptcy proceedings commenced after the Effective Date of this Agreement or any payment made under this Agreement), Relators Miller and Metts, for

themselves and for their heirs, successors, attorneys, agents, and assigns, release the HMA Releasees and their officers, directors, agents, employees, and assigns from any civil monetary claim related to the Miller Civil Action that Relators Miller and Metts have on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733, except that Relators Miller and Metts do not waive or release (a) their entitlement under 31 U.S.C. § 3730(d)(1) for expenses, attorney's fees and costs; or (b) any claims against Glenn Kline, D.O.

6. Subject to the exceptions in Paragraphs 9 and 12 below, and conditioned upon HMA's full payment of the Settlement Amount plus accrued interest, and subject to Paragraph 22, below (concerning bankruptcy proceedings commenced after the Effective Date of this Agreement or any payment made under this Agreement), Relator Nurkin, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the HMA Releasees and their officers, directors, agents, employees, and assigns from any civil monetary claim related to the Nurkin Civil Action that Relator Nurkin has on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733, except that Relator Nurkin does not waive or release his entitlement under 31 U.S.C. § 3730(d)(1) for expenses, attorney's fees and costs.

7. In consideration of the obligations of HMA in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and HMA Parent, and conditioned upon HMA'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 HMA under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 9 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any

statutory obligations to exclude HMA 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 9, below, and as reserved in this Paragraph.

8. In consideration of the obligations of HMA set forth in this Agreement, and conditioned upon HMA's full payment of the Settlement Amount, DHA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against HMA under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 9 (concerning excluded claims), below. DHA expressly reserves authority to exclude HMA from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this Paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

9. Notwithstanding the releases given in paragraphs 4-8 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 of any other defendants named in the Miller Civil Action;
and
- g. Any liability of individuals or any other defendants.

10. 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(e)(2)(B), and that the Settlement Amounts as allocated for their respective cases are also fair, adequate, and reasonable under all the circumstances.

(a) Conditioned upon receipt by Relators Miller and Metts of the payment described in Paragraph 3, Relators Miller and Metts 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 Miller 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, except that Relators Miller and Metts do not waive or release any claims against Glenn Kline, D.O.; and

(b) Conditioned upon receipt by Relator Nurkin of the payment described in Paragraph 3, Relator Nurkin and his 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 Nurkin 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.

11. Relators Miller and Metts, for themselves, and for their heirs, successors, attorneys, agents, and assigns, fully and finally release the HMA Releasees and their officers,

directors, agents, employees, and assigns, from any liability to Relators arising from the filing of the Miller 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, that Relators, their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, have asserted, could have asserted, or may assert in the future against the HMA Releasees, including, without limitation, any claim related to the Miller Civil Action and the Relators' investigation and prosecution thereof. Excluded from the above release are

- (a) Relators' claims under 31 U.S.C. § 3730(d)(1) for expenses, attorney's fees and costs; and
- (b) Relators' claims against Glenn Kline, D.O.

12. Relator Nurkin, for himself and for his heirs, successors, attorneys, agents, and assigns, fully and finally releases the HMA Releasees and their officers, directors, agents, employees, and assigns, from any liability to Relator arising from the filing of the Nurkin 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, that Relator, his heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, have asserted, could have asserted, or may assert in the future against the HMA Releasees, including, without limitation, any claim related to the Nurkin Civil Action and the Relator's investigation and prosecution thereof. Excluded from the above release are Relator's claims under 31 U.S.C. § 3730(d)(1) for expenses, attorney's fees and costs.

13. HMA waives and shall not assert any defenses HMA 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.

14. HMA fully and finally releases 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 HMA 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 and the United States' investigation and prosecution thereof.

15. HMA fully and finally releases the Relators (including their attorneys, agents, family members, and heirs) from any claims (including indemnification, attorney's fees, costs, and expenses of every kind and however denominated), allegations, demands, actions or causes 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 HMA, its heirs, successors, attorneys, agent and assigns otherwise would have standing to bring, has asserted, could have asserted, or may assert in the future against the Relators, including, without limitation, any claim related to the Civil Actions and the Relators' investigation and prosecution thereof. HMA and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to 31 U.S.C. § 3730(d)(1) on the issue of Relators' entitlement to expenses, attorneys' fees and costs, and that no agreements concerning expenses, attorneys' fees and costs have been reached to date.

16. 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), TRICARE contractor, or any state payer, related to the Covered Conduct; and HMA agrees not to resubmit to any Medicare or TRICARE contractor or any state payer any previously denied claims related to the Covered Conduct,

agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

17. HMA 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. §§ 1395-1395kkk and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of HMA, its 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 and criminal investigation(s) of the matters covered by this Agreement;
- (3) HMA's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment HMA makes to the United States pursuant to this Agreement and any payments that HMA may make to Relators, including costs and attorney's fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS,

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). However, nothing in paragraph 17.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to HMA.

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

c. Treatment of Unallowable Costs Previously Submitted for Payment: HMA further agrees that within 90 days of the Effective Date of this Agreement it 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 HMA or any of its subsidiaries or affiliates, 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. HMA agrees that the United States, at a minimum, shall be entitled to recoup from HMA 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 HMA or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on HMA or any of its subsidiaries or affiliates' 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 HMA's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

18. HMA agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, HMA shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. HMA 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 its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

19. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 20 (waiver for beneficiaries paragraph), below.

20. HMA agrees that it 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.

21. HMA 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 shall 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 HMA, 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 HMA was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

22. If HMA 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 HMA debts, or seeking to adjudicate HMA as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for HMA or for all or any substantial part of HMA's assets, HMA agrees as follows:

a. HMA's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and HMA shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) HMA's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) HMA 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 HMA.

b. If HMA'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 HMA for the claims that would otherwise be covered by the releases provided in Paragraphs 4-8, above. HMA 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 because it would be an exercise of the United States' police and regulatory power to protect public policy and public health, safety and welfare, and HMA shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) HMA 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 sixty (60) calendar days of written notification to HMA that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on June 22, 2010; and (iii) the United States has an undisputed, noncontingent, and liquidated allowed claim against HMA in the amount of \$236,437,471, 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. HMA acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

23. Upon receipt of the payment described in Paragraph 1, and as set forth in this Agreement, pursuant to Rule 41(a)(1), the Parties shall promptly sign and file (a) a Joint Stipulation of Dismissal of claims against HMA, Rose City, LLC, Rose City HMA, Inc., Lancaster HMA, LLC, and Lancaster HMA, Inc. and proposed order in the Miller Civil Action in the form provided in Attachment A, and (b) a Joint Stipulation of Dismissal of claims against HMA, Charlotte HMA, LLC and Punta Gorda HMA, LLC and proposed order in the Nurkin Civil Action in the form provided in Attachment B. The dismissal of the claims filed by Relators Miller and Metts on behalf of the States of Florida, Georgia and Tennessee is subject to the consent of those States.

24. Except as otherwise provided above, (a) each Party in the Miller Civil Action shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, and (b) each Party in the Nurkin Civil Action shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

26. 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, except for disputes arising from those claims excluded under Paragraphs 11 and 12 of this Agreement that may be remanded to another district court pursuant to 28 U.S.C. § 1407(a). 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.

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

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

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

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

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

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

33. 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: 9/24/18

BY: Laurie A. Oberembt
Laurie A. Oberembt
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 9/20/18

BY: Kyle Cohen
Kyle S. Cohen
Assistant United States Attorney
Middle District of Florida

DATED: _____

BY: _____
Veronica J. Finkelstein
Charlene Keller Fullmer
Assistant United States Attorneys
Eastern District of Pennsylvania

THE UNITED STATES OF AMERICA


DATED: _____

BY: _____
Laurie A. Oberembt
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
Kyle S. Cohen
Assistant United States Attorney
Middle District of Florida

DATED: 9.24.18

BY: 

Veronica J. Finkelstein
Charlene Keller Fullmer
Assistant United States Attorneys
Eastern District of Pennsylvania

DATED: 9/21/2018

BY: Lisa M. Re

Lisa M. Re
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

DATED: 9/20/2018


BY: BLEY.PAUL.NICHO LAS.1099873821

Digitally signed by
BLEY.PAUL.NICHOLAS.1099873821
Date: 2018.09.20 16:30:51 -0400'

for Leigh A. Bradley
General Counsel
Defense Health Agency
United States Department of Defense

**HEALTH MANAGEMENT ASSOCIATES, INC., NOW KNOWN AS HEALTH
MANAGEMENT ASSOCIATES, LLC, HMA PARENT and HMA SUBSIDIARIES**

DATED: 9/21/2018

BY: 

Christopher G. Cobb
Secretary
Health Management Associates, LLC and HMA Subsidiaries
Vice President-Legal and Corporate Secretary
HMA Parent

DATED: _____

BY: _____

Richard A. Sauber
Michael L. Waldman
Counsel for Health Management Associates, LLC, HMA
Parent and HMA Subsidiaries

**HEALTH MANAGEMENT ASSOCIATES, INC., NOW KNOWN AS HEALTH
MANAGEMENT ASSOCIATES, LLC, HMA PARENT and HMA SUBSIDIARIES**

DATED: _____

BY: _____

Christopher G. Cobb
Secretary
Health Management Associates, LLC and HMA Subsidiaries
Vice President-Legal and Corporate Secretary
HMA Parent

DATED: Sept 21, 2018

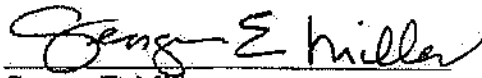
BY: _____

Richard A. Sauber

Richard A. Sauber
Michael L. Waldman
Counsel for Health Management Associates, LLC, HMA
Parent and HMA Subsidiaries

George E. Miller and Michael J. Metts - RELATORS

DATED: 9-20-2018

BY: 
George E. Miller

DATED: _____

BY: _____
Michael J. Metts

DATED: _____

BY: _____
Marc S. Raspanti
Pamela Coyle Brecht
Michael A. Morse
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
Counsel for Relators George E. Miller & Michael J. Metts

BRADLEY NURKIN - RELATOR

DATED: _____

BY: _____
Bradley Nurkin

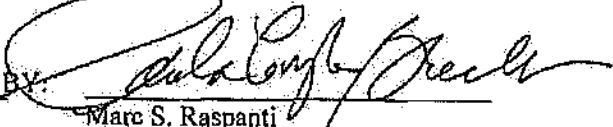
DATED: _____

BY: _____
Edward Sanders
Sanders Law
Counsel for Relator Bradley Nurkin

George E. Miller and Michael J. Metts - RELATORS

DATED: _____ BY: _____
George E. Miller

DATED: 9/20/18 BY: 
Michael J. Metts

DATED: 9/21/18 BY: 
Marc S. Raspanti
Pamela Coyle Brecht
Michael A. Morse
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
Counsel for Relators George E. Miller & Michael J. Metts

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BRADLEY NURKIN – RELATOR

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