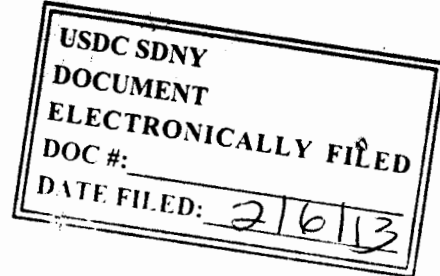


PREET BHARARA
 United States Attorney for the
 Southern District of New York
 Attorney for the United States of America
 By: JOSEPH A. PANTOJA
 Assistant United States Attorney
 86 Chambers Street
 New York, New York 10007
 Tel.: (212) 637-2785
 Fax: (212) 637-2750
 joseph.pantoja@usdoj.gov

ORIGINAL



UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

----- X
 UNITED STATES OF AMERICA and STATE OF NEW YORK *ex rel.* :
 LOIS DORMAN, :
 :
 Plaintiffs, :
 :
 -against- :
 : 08 Civ. 9716 (DC)
 ST. LUKE'S-ROOSEVELT HOSPITAL CENTER, CONTINUUM :
 HEALTH PARTNERS, INC., SLR PSYCHIATRIC ASSOCIATES, :
 RICHARD N. ROSENTHAL, M.D., PH.D. and DAVID WYMAN, :
 :
 Defendants. :
 ----- X
 UNITED STATES OF AMERICA, :
 :
 Plaintiff-Intervenor, :
 :
 -against- :
 :
 ST. LUKE'S-ROOSEVELT HOSPITAL CENTER, CONTINUUM :
 HEALTH PARTNERS, INC., and SLR PSYCHIATRIC ASSOCIATES, :
 :
 Defendants. :
 ----- X

STIPULATION AND ORDER OF SETTLEMENT AND RELEASE

WHEREAS, this Stipulation and Order of Settlement and Release (the "U.S. Relator Release Stipulation") is entered into among the United States of America, by its attorney Preet Bharara, United States Attorney for the Southern District of New York (the "United States"), and

Lois Dorman (the "Relator," and together with the United States, "the Parties"), through her authorized representative;

WHEREAS, on or about November 12, 2008, Relator filed the above-captioned *qui tam* action in the United States District Court for the Southern District of New York pursuant to 31 U.S.C. § 3730(b), the *qui tam* provision of the False Claims Act, 31 U.S.C. §§ 3719-3733, and on March 2, 2010, filed a First Amended Complaint ("the Relator's Action");

WHEREAS, ^(has or will have) on ~~January~~ ^(has or will have) ~~2013~~, the United States ^(has or will have) intervened in the Relator's Action and filed a complaint-in-intervention (the "Federal Complaint") against defendants St. Luke's Roosevelt Hospital Center, Continuum Health Partners, Inc., and SLR Psychiatric Associates (hereinafter, collectively, the "Defendants"), alleging that Defendants implemented a double-billing scheme whereby (1) full-time Hospital physicians working at one of the Hospital's out-patient mental health clinics provided a psychiatric service which was simultaneously billed to Medicaid by the Hospital as a rate-based service and by SLR on a fee-for-service basis during the period 1998 through 2010; and (2) the Hospital failed to allocate certain non-reimbursable costs for professional outpatient psychiatric services to a non-reimbursable cost center in its Medicare cost reports for 1999 to 2002, resulting in an overpayment by Medicare to the Hospital over the period. As a result, Defendants received Medicare and Medicaid payments that they would not have received if Defendants had not implemented this scheme (this conduct, and the conduct more specifically described in the Federal Complaint, is defined as the "Covered Conduct");

WHEREAS, a Stipulation and Order of Settlement and Dismissal (the "U.S. Settlement Stipulation") between the United States, Relator, and the Defendants is being entered into and

submitted to the Court simultaneously with the U.S. Relator Release Stipulation, to settle the United States' civil claims against Defendants for the conduct alleged in the Federal Complaint;

WHEREAS, New York State, through the Medicaid Fraud Control Unit of the New York State Attorney General's Office, is entering into a separate settlement agreement (the "State Settlement Stipulation") with Defendants, to provide a release from the State with respect to the Covered Conduct;

WHEREAS, pursuant to the terms of paragraph 3 of the U.S. Settlement Stipulation, Defendants will pay the United States the sum of one million two hundred fifty-eight thousand one hundred fifteen dollars and seventeen cents (\$1,258,115.17) (the "U.S. Settlement Amount");

WHEREAS, the Relator has asserted that, pursuant to 31 U.S.C. § 3730(d)(1), she is entitled to receive a portion of the U.S. Settlement Amount (the "Relator's U.S. Claim"); and

WHEREAS, the Parties hereto mutually desire to reach a full and final compromise of the Relator's claim against the United States for a portion of the U.S. Settlement Proceeds pursuant to the terms set forth below.

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this U.S. Relator Release Stipulation, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Contingent upon and following payment by Defendants pursuant to the terms of the U.S. Settlement Stipulation, the United States will pay Lois Dorman c/o her attorneys Menz Bonner Komar & Koenigsberg LLP, a total of two hundred thirty-nine thousand forty-one dollars and eighty-eight cents (\$239,041.88) (the "U.S. Relator's Share") from the U.S.

Settlement Amount according to written instructions provided by Relator's counsel, David A. Koenigsberg, Esq.

2. In agreeing to accept payment of the Relator's Share, and upon payment thereof, Relator Lois Dorman, for herself and her heirs, successors, attorneys, agents, and assigns, will release and will be deemed to have released and forever discharged the United States, its officers, agents, and employees from any claims pursuant to 31 U.S.C. § 3730 and for a share of the U.S. Settlement Proceeds, and from any claims against the United States arising from or relating to the filing of the Relator's Action and the Federal Complaint.

3. This U.S. Relator Release Stipulation does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this U.S. Relator Release Stipulation.

4. This U.S. Relator Release Stipulation shall be binding only on the Parties, their successors, assigns, and heirs.

5. This U.S. Relator Release Stipulation shall become final, binding, and effective only upon entry by the Court.


6. This U.S. Relator Release Stipulation may not be changed, altered or modified, except in writing signed by the United States and the Relator.

7. This U.S. Relator Release Stipulation shall be governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising under this U.S. Relator Release Stipulation shall be the United States District Court for the Southern District of New York.

8. This U.S. Relator Release Stipulation may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

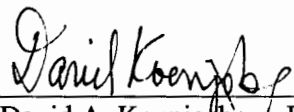
Dated: New York, New York
~~January 4~~, 2013
February

PREET BHARARA
United States Attorney for the
Southern District of New York

By: 
JOSEPH A. PANTOJA
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Tel.: (212) 637-2785
Fax: (212) 637-2750
joseph.pantoja@usdoj.gov
Attorney for Plaintiff
United States of America

Dated: New York, New York
January 31, 2013

MENZ BONNER KOMAR &
KOENIGSBERG LLP

By: 
David A. Koenigsberg, Esq.
444 Madison Avenue, 39th Floor
New York, NY 10022
Tel.: (212) 223-2100
dkoenigsberg@mbkklaw.com
Attorneys for Relator Lois Dorman

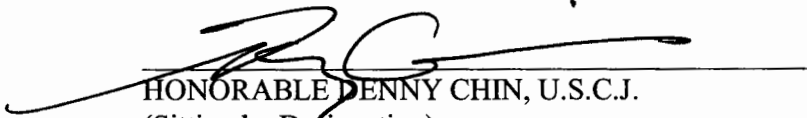
Dated: New York, New York
January 3, 2013

Lois Dorman, Relator

A handwritten signature in cursive script, appearing to read "Lois Dorman", written over a horizontal line.

SO ORDERED:

2-6, 2013

A large, stylized handwritten signature in cursive script, appearing to read "Denny Chin", written over a horizontal line.

HONORABLE DENNY CHIN, U.S.C.J.
(Sitting by Designation)