

RETENTION AGREEMENT

WHEREAS, the Attorney General of the State of Mississippi (the "Attorney General") has determined that claims (the "Claims") should be brought against certain Coordinated Care Organizations ("CCOs"), as well as other corporations, firms, or persons that may be found to be liable as a result of losses sustained by the Mississippi Division of Medicaid ("DOM") related to fraud, waste, incorrect payment, or overpayment;

WHEREAS, the Attorney General has authority to bring an action asserting the Claims on her own behalf and/or on behalf of the State's subdivisions, including DOM, pursuant to Miss. Code § 7-5-7, *et seq.*, further, acting as a constitutional officer possessing all the power and authority inherited from the common law as well as that specially conferred upon her by statute, the Attorney General has the right to institute, conduct, and maintain an action in order to enforce the laws of the State of Mississippi, including pursuing claims on behalf of DOM.

WHEREAS, the Attorney General has determined that the investigation, research, and litigation of the Claims may require the expenditure of large sums of money and require work over an extended period of time by numerous lawyers, paralegals, and others who are familiar with CCOs and related entities and individuals and their potentially wrongful actions and/or inactions and related issues; and

WHEREAS, the Attorney General has further determined that, as discussed in Exhibit A, it is in the best interests of the State and its citizens that the State retain attorneys experienced in investigating and prosecuting the Claims; and

WHEREAS, Liston & Deas, PLLC ("Liston & Deas" or the "Firm") is experienced in investigating and prosecuting potential Claims against CCOs, has the resources to vigorously prosecute the Claims, and has consented to represent DOM with respect to the Claims, and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED on _____ as follows:

1. The Office of the Attorney General hereby retains Liston & Deas, and the Firm's Managing Partners W. Lawrence Deas and William Liston III are hereby designated as a Special Assistant Attorney Generals, to investigate, research, and file the Claims in any appropriate court or courts.

2. The Attorney General does not relinquish her constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General shall have the sole authority to settle this litigation on behalf of DOM, and Liston & Deas shall apprise the Attorney General of all settlement offers. The Firm shall consult with the Attorney General and obtain her approval on all material matters pertinent to the Claims. The Attorney General and DOM shall cooperate with Liston & Deas in the prosecution of the Claims, including by providing documents to substantiate DOM's alleged loss, and to cooperate in providing discovery information, including deposition testimony, if necessary. The Attorney General shall use her best efforts to secure the cooperation of other State agencies and subdivisions. Prior to filing the Claims on behalf of DOM, the Attorney General and the Firm will agree upon entities and individuals to be named as defendants and/or Claims to be pursued, and the Firm will hereafter be entitled to its reasonable fees and expenses, as provided below, based on any recovery from such agreed-upon defendants as a consequence of Liston & Deas's prosecution of the Claims. The Attorney General is not required, however, to assign any member of her staff to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate.

3. The Attorney General and Liston & Deas both recognize that the Claims present numerous factual and legal obstacles and that no assurance of success of the Claims has been or can be made.

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5. The Attorney General shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General for comment and response.
6. Notwithstanding the potential difficulties, Liston & Deas has agreed to represent the State on a fully contingent basis, and the Attorney General hereby agrees that the Firm will be compensated for recoveries by the State of Mississippi and DOM the following basis:
 - A. Recovery of Attorneys' Fees: The sole contingency upon which Liston & Deas shall be compensated is a recovery achieved as a result of prosecuting the Claims, whether by settlement or judgment. The amount of the Firm's compensation shall be determined by the Court. Liston & Deas shall seek compensation in the form of a percentage of the recovery achieved for the State of Mississippi or DOM, net of expenses, and the Firm shall limit the percentage sought to the percentage that corresponds to DOM's estimated individual recovery set forth in Exhibit B attached hereto, plus reasonable and necessary costs as defined below. Any fee that Liston & Deas wishes to request shall be subject to the consent of the Mississippi Attorney General and the approval of the Court. In the event that the Claims are resolved by settlement under terms involving any "in-kind" payment the contingent fee agreement shall apply to such "in-kind" payment.
 - B. Reasonable and Necessary Costs and Expenses: Liston & Deas shall advance all costs and expenses related to the Claims including, but not limited to, any costs and expenses incurred by DOM and the

Attorney General related to depositions or any other legal proceedings they attend. DOM and the Attorney General will not pay any costs and expenses incurred in connection with the investigation and prosecution of the Claims. Recovery of any costs and expenses by Liston & Deas is contingent upon a recovery being obtained. Reasonable and necessary costs and expenses include, but are not limited to, those relating to court fees, travel, depositions, investigators, paralegals, computer research, experts, consultants, accounting, and the retention of additional temporary support counsel, as needed. Such costs and expenses shall be approved by the Attorney General and shall initially be borne entirely by the Firm, which may seek reimbursement from the Court for any gross recoveries secured through pursuit of the Claims.

C. Liston & Deas shall receive no compensation or reimbursement other than set out above. In the event that no recovery is realized, the Firm shall receive no compensation or reimbursement.

7. With the approval of the Attorney General, Liston & Deas may associate with other attorneys in pursuing the Claims at the Firm's own expense and at no cost to the State of Mississippi or DOM. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are Liston & Deas's commitments delegable without the express, written approval of the Attorney General.
8. Liston & Deas and any other attorneys with which it associates in pursuing the Claims on behalf of the State of Mississippi or DOM shall, from the date hereof until not less than four (4) years after this litigation is terminated, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts, and invoices, and other financial transactions that concern the provision of attorney services related to the Claims. In addition, the Firm shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the Claims in increments of no greater than one-tenth (1/10) of an hour, and shall promptly provide these records to the Attorney General upon

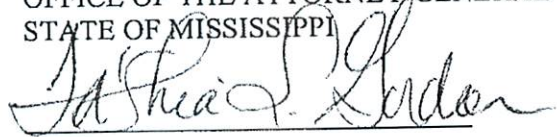
request.

9. The additional terms and conditions as set forth on the Addendum A hereto are incorporated herein and shall be binding upon the parties.

Dated: _____

OFFICE OF THE ATTORNEY GENERAL
STATE OF MISSISSIPPI

By:



Special Assistant Attorney General

Dated: _____

LISTON & DEAS, PLLC

By:



W. Lawrence Deas, Partner

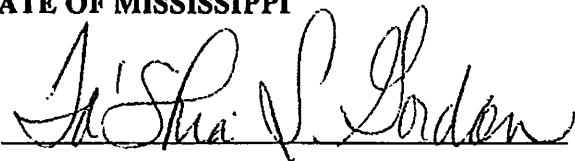
Exhibit A

DETERMINATION OF NEED FOR CONTINGENCY FEE REPRESENTATION

The Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to investigate and potentially pursue claims against CCO's and related defendants, which may have engaged in certain unlawful conduct, including, but not limited to, violations of Mississippi statutes and regulations pertaining to the Medicaid program. Use of outside counsel is necessary because: there does not exist sufficient and appropriate legal and financial resources within the Attorney General's office to handle the matter; the time and labor required necessitates the retention of outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel, who in fact possessed the knowledge necessary to discover this issue in the first instance, and the skill requisite to perform the attorney services properly prohibit our office from being able efficiently to do it in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations of the defendants, their operations, and the potential witnesses. Outside counsel has the amount and type of experience needed, having worked on a number of complex actions of a similar nature on behalf of state governments.

**OFFICE OF THE ATTORNEY GENERAL OF THE
STATE OF MISSISSIPPI**

By: _____



Special Assistant Attorney General

Exhibit B

Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus

Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus

Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus

Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-five Million Dollars (\$25,000,000.00); plus

Five percent (5%) of any portion of such recovery exceeding Twenty-five Million Dollars (\$25,000,000.00).

In this schedule, "recovery" refers to the estimated recovery that DOM or the State is awarded.